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CANADIAN TELEPHONE
EMPLOYEES' ASSOCIATION

AND

BELL CANADA

CLERICAL AND
ASSOCIATED EMPLOYEES



EFFECTIVE JULY 7, 1995



OCT 17 1995

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COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this **7th** day of July, **1995** BETWEEN:

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION, the duly certified bargaining agent, hereinafter referred to as the "Association",

OF THE FIRST PART:

- and -

BELL CANADA, hereinafter called the "Company",

OF THE SECOND PART.

WHEREAS, by notice dated the **10th** day of March, **1995** the Association requested the Company to enter into negotiations with a view to the completion of a collective agreement, replacing the Collective Agreement dated the **1st** day of June, **1992**:

- (a) To establish the rates of pay, hours of work and other working conditions for such of the employees as are employed in any of the occupations listed in Appendix A,
- (b) To establish a procedure for final settlement without stoppage of work, on application of either party, of differences **concerning** the interpretation, application, administration or alleged violation of any of the provisions of this Agreement; and

WHEREAS, in pursuance of the above request, negotiations between the parties in good faith have resulted in this Collective Agreement;

NOW THEREFORE, this Agreement **witnesseth** that the parties hereto agree as follows:

ARTICLE 1
APPLICATION

1.01 The Company agrees to **recognize** the Association as the sole collective bargaining agent for employees covered by this Agreement.

ARTICLE 2
DISCRIMINATION

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

2.02 The Company and the Association agree that they will not **threaten**, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, race, national or ethnic origin, colour, religion, age, **sex, sexual orientation**, marital status, disability, political **affiliation** with a legitimate political party, conviction for which a pardon has been granted or for exercising any rights under this Collective Agreement. The parties also agree that no employee should be subjected to sexual harassment.

2.03 Use in this Agreement of the feminine or masculine gender shall be construed as including both female and male employees, and not as specific sex designations.

ARTICLE 3
DEFINITIONS

- 3.01** For purposes of this Agreement,
- (a) "Employee" means a person employed in Bell Canada, to do work 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) is employed as an occasional employee, or
 - (3) exercises management functions.
 - (b) "Regular Employee" means an employee whose employment is reasonably expected to continue longer than one (1) year, although such employment may be terminated earlier by action on the part of the Company or the employee.
 - (c) "Regular Term Employee" means an employee engaged for a specific project or a limited period which is expected to continue for more than 12 months but may terminate upon completion of the project or at the end of the period.
 - (d) "Temporary Employee" means an employee who is engaged on the understanding that the period of employment is expected to continue for more than three (3) weeks but not more than two (2) years.
 - (e) "Full-Time Employee" means an employee who is normally required to work the basic hours of work.

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- (f) "Part-Time Employee" means an employee who is normally required to work less than the basic hours of work.
- (g) "Occasional Employee" means, an employee who is engaged on the understanding that the period of employment will not exceed 45 days in a calendar year, of which no more than three (3) weeks may be worked consecutively.
- (h) "Probationary Employee" means an employee having less than six (6) months of net credited service.
- (i) "Basic Hours of Work" means the basic hours of work per day and the basic days of work per week as provided in Article 24 for full-time employees.
- (j) "Scheduled Work Week" means the scheduled tours of duty comprising the basic hours of work for the week.
- (k) "Tour of Duty" means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which she has been advised in advance.
- (l) "Half Tour" means one-half the duration of a tour of duty.
- (m) "Day Period" means the period of time between 6:00 A.M. and 6:00 P.M. on any day.
- (n) "Off-Normal Period" means the period of time between 6:00 P.M. of one day and 6:00 A.M. of the following day.

- (o) "Day Tour" means a tour of duty all of which falls within the Day Period.
- (p) "Off-Normal Tour" means a tour of duty all or a portion of which falls within the Off-Normal Period.
- (q) "Representative" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Association to the Company.
- (r) "Headquarters" means a locality listed in Appendix B in or from which an employee normally works.

ARTICLE 4
DEDUCTION OF REGULAR DUES

4.01 Subject to the provisions of this Article, the Company will, in each pay period, deduct an amount equivalent to the regular Association dues from the pay of all employees in the bargaining unit.

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

4.03 The Company will cease making such deductions when an employee is assigned to a position not covered by an Agreement with the Association, with the exception of employees who are assigned to an acting or temporary management position for three (3) months or less.

4.04 The amount of regular Association dues shall be such amount as may from time to time be certified to the **Company**, in a form approved by the Company, by an Officer of the Association.

4.05 Regular Association dues means the dues established as the dues payable and shall not include any initiation fee, insurance premium or special levy.

4.06 As soon as possible after the end of each month, the Company will remit to the Treasurer of the Association, by cheque, the amount so deducted.

4.07 The Association agrees to indemnify and save the **Company** harmless against any claim or liability arising out of the application of this **Article**.

ARTICLE 5 EMPLOYEE INFORMATION

5.01 The Company agrees to **supply** each employee with a copy of this Agreement.

ARTICLE 6 NOTIFICATION TO ASSOCIATION

6.01 The **Company** agrees to supply monthly to designated Officers of the Association, the names and relevant information supporting the deduction of Association dues for all employees who were eligible for membership in the Association at any time during the month for which the information is supplied. The Company will also provide any additional information mutually agreed to by the parties and listed in applicable Company practices.

6.02 The Company agrees to advise the Representative concerned when an employee is hired, transferred, reclassified, or promoted to a management position. Such advice will be given to the Representative at the time the employee is informed or immediately thereafter.

6.03 (a) Subject to the provisions of Section 6.04, the Company agrees to give as much prior notice as circumstances permit to the Representative of the employee concerned of any contemplated written reprimand or written warning, dismissal, suspension or demotion.

(b) When a meeting is conducted to announce a disciplinary measure as described in Section 15.01 to an employee, it is agreed that the Representative of the Association may attend the meeting, where the employee concerned consents.

6.04 Where the Company deems it necessary to take immediate action in dismissing, suspending or demoting any employee, the Company shall thereafter immediately advise and review the case with the Representative of the employee concerned.

ARTICLE 7 EMPLOYEE REPRESENTATIVES

7.01 The number of Representatives shall not exceed 425. The Association agrees to notify the Company in writing of the name of each Representative and of the Company operating unit in which she acts as a Representative. A Representative shall not act as such during working time until the Company has been notified in writing of her election.

7.02 Before changing the status of any Representative who is to continue in the Company's employ, so as to render her ineligible to represent her voting unit, such Representative shall be allowed reasonable time to transfer her duties as a Representative to her successor.

ARTICLE 8
TIME ALLOWANCE

8.01 The Company agrees that:

- (a) An employee who has, or believes she has a grievance may confer with her Representative or with management during her 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 must arrange with her immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.
- (b) A Representative may discuss a grievance with a grievor or with management, or attend meetings with representatives of the Company on behalf of the Association, during her 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 the Representative must arrange with her immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

8.02 (a) A District Representative of the Association may attend **pre-bargaining** meetings held by the Association to prepare for bargaining with the Company, 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, up to a maximum of five (5) days from her regularly scheduled tours of duty, provided that the Company is given the name of the District Representative at least two (2) weeks before the date the time off is to begin.

(b) It is agreed that the total of all such **pre-bargaining** time off for all District Representatives calculated together shall not exceed 270 days.

8.03 An **authorized** bargaining Representative of the Association may have time off from work during her scheduled working hours for purposes of **bargaining**, 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 that such time is actually devoted to collective bargaining with management, but only until the **expiry** date of this Collective Agreement.

8.04 (a) Representatives may, without deduction of the time so occupied in the computation of the time worked for the Company, attend to other business of the Association during scheduled working hours, provided that each Representative must arrange with her immediate supervisor, subject to service requirements, for all time off the job, not to exceed 30 consecutive calendar days, required for the above purpose and providing such business is concerned with the bargaining unit covered by this Agreement. All time off so required will be granted as time off without pay; however

(b) The Company will pay the Representative, on behalf of the Association, at her basic rate of pay for all time off without pay to attend to other business of the Association. Any amount so paid by the Company will be billed to the **Association**, which shall remit that amount to the Company within **30** days of receipt of the bill;

(c) Requests for time off without pay to attend to other business of the Association, in excess of five (5) days, must be submitted to the Representative's immediate supervisor at least **21** days prior to the date requested for the commencement of the time off without pay.

ARTICLE 9 MEETINGS

9.01 Meetings between the **authorized** bargaining Representatives of the Association and the designated bargaining Representatives of the Company shall be held as required, on reasonable notice by either party.

9.02 At such meetings, the number of persons shall not exceed seven (7) for the Company and seven (7) for the Association. Any increase to the number of persons at the bargaining table shall be by mutual agreement between the parties.

ARTICLE 10 BARGAINING PROCEDURE

10.01 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 **Association on the one hand and the designated bargaining Representatives of the Company on the other.**

10.02 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 of the Association 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.

ARTICLE 11 EXPENSES

11.01 Each party shall bear the expenses incurred by its own representatives in attending meetings or 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 12 MANAGEMENT RIGHTS

12.01 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, discharge or otherwise

discipline employees. The **Com** any agrees that any exercise of these rights an⁸ powers shall not contravene the provisions of this Agreement.

ARTICLE 13
SAFETY AND HEALTH

13.01 Both parties to this Agreement acknowledge their common concern for maintaining a safe and healthy working environment.

13.02 The Company accepts the responsibility of making adequate and reasonable provisions for the safety and health of **employees** during their working hours. The Company **will** welcome suggestions by the Association regarding the safety and health of employees.

13.03 It is the employee's responsibility, **subject** to Company regulations and practices, to **take** all reasonable and necessary measures to ensure her safety; no employee is required to work in dangerous conditions or to use dangerous equipment.

Safety and Health Committees

13.04 (a) The Corporate Safety and Health Committee is composed of the **CTEA** Director - Occupational Safety and Health and one **(1)** representative of the Company.

(b) The Corporate Safety and Health Committee will be responsible for establishing its own rules and procedures, as well as the rules and

procedures of the Local Safety and Health Committees, their scope of responsibility, frequency of meetings and any other similar matter.

13.05 The Local Safety and Health Committees are composed in equal numbers of employees and managers of the Company.

13.06 Except for the number of Committees and the frequency of meetings, the rules for both the Corporate Safety and Health Committee and the Local Safety and Health Committees, as referred to in subsection 13.04 (b) shall mean the powers and obligations of joint Safety and Health Committees found in Part II of the Canada Labour Code.

13.07 It is clearly understood that relevant health and safety issues which have implications that transcend local concerns will be referred to the Corporate; Safety and Health Committee together any documentation dealing with these issues.

ARTICLE 14
LEAVE FOR EMPLOYEES WITH CHILD CARE
RESPONSIBILITIES

14.01 An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company practices currently in effect, or as amended from time to time following consultation with the Association.

14.02 In addition, a regular employee who has completed six (6) consecutive months of continuous employment with the Company and who meets the conditions of eligibility contained in the applicable Company practices, shall receive a **Supplemental Pregnancy Allowance** in accordance with these same practices.

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ARTICLE 15 DISCIPLINE

15.01 No employee shall be given a written reprimand or a written warning, be suspended, dismissed or demoted for disciplinary reasons except for just cause.

15.02 Notwithstanding Section 15.01, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable.

ARTICLE 16 GRIEVANCES

16.01 (a) The parties to this Agreement agree that any differences between the Association or the employees it represents and the immediate Manager should be settled as promptly as possible. To that end, nothing in this Article shall be construed as precluding informal discussions between the elected Representatives of the Association and the employee's immediate Manager in an attempt to resolve any differences prior to a grievance being filed in accordance with relevant provisions of this Article.

(b) Grievances of an individual employee or groups of employees may be handled by the Association at the request of the employee or employees, and shall be processed in accordance with Sections 16.04 to 16.16 inclusive. Each grievance shall be presented to the Company within 30 days from the occurrence on which such grievance is based.

16.02 "Day" for the purposes of this Article shall mean any day that is not a Saturday, Sunday or one of those holidays described in Section 26.01.

16.03 All grievances shall be submitted in **writing** on a standard record of grievance form agreed to by the parties, and shall include:

- (i) the **grievor's** name and occupation,
- (ii) the date of the event giving rise to the grievance,
- (iii) the nature of the grievance,
- (iv) the remedy sought from the Company,
- (v) identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement.

Individual and Group Grievances

Step I

16.04 Where a grievance is handled by the Association at the request of the **employee(s)**, the Representative of the employee(s) or a **Representative** designated by the Association, shall attempt to settle the grievance with the Manager of the first (**1st**) level of

management having jurisdiction over the **grievor(s)**. That Manager shall have five (5) days following the presentation of the grievance in which to render a decision orally. The Manager shall sign the grievance and enter the date a decision was rendered.

Step 2

16.05 Where a grievance has not been settled at Step 1, it shall be submitted by the designated Representative to the Manager of the second (2nd) level of management having jurisdiction over the **grievor(s)**, within five (5) days of the disposition of the matter at Step 1. That Manager shall have five (5) days following the presentation of the grievance in which to render a decision orally. The Manager shall sign the grievance and enter the date a decision was rendered.

Step 3

16.06 Where a grievance has not been settled at Step 2, it shall be submitted by the District Representative or other Representative designated by the Association, to the Manager of the third (3rd) level of management having jurisdiction over the **grievor(s)**, within 15 days of the disposition of the matter at Step 2. That Manager shall have 15 days following the presentation of the grievance in which to render a decision. The Manager shall present a written statement of position to the Association.

Step 4

16.07 (a) (1) Where a grievance concerning the interpretation, administration, application or alleged violation of a provision of the Agreement has not been settled at Step 3, the grievance shall, if so desired by

the Association, be discussed at a meeting of the **Grievance Committee**. Each party will designate its representatives on this Committee.

(2) Notice **requesting** a meeting of the Grievance Committee shall **be** given by the Association to the Director of Industrial Relations (**CTEA**), or to his designate, within the **30 days** following disposition of the matter at **Step 3**. The **Company** members of the Grievance Committee shall have **30 days** following presentation of the grievance in which to render a written decision.

(b) (1) Where a grievance, other than one described in subsection 16.07 (a) (1), has not been settled at **Step 3**, it shall be submitted by the District Representative, or other Representative designated by the Association, to the Department Head, or equivalent, within **30 days** of the **dis osition** of the matter at **Step 3**. The Department **Heaa8**, or his equivalent, shall have **30 days** following presentation of the grievance in which to render a decision.

(2) A written statement of position shall be provided by the Department Head, or equivalent, to the Association. This statement shall constitute the final resolution of any grievance other than one concerning the interpretation, administration, application or alleged violation of a provision of the Agreement.

16.08 Where within a Department a level of management mentioned in Sections **16.04**, **16.05**, **16.06** or **16.09** does not exist, the Representative designated by the Association will present the grievance directly to the Manager of the next higher management level, at the equivalent step of the

grievance procedure. Under no circumstances shall a grievance be submitted to a Manager at a level higher than that of a Department Head.

Policy Grievances

16.09 If the interests of the Association as a party to this Agreement are affected by the Company's interpretation, administration, application or alleged violation of any provision of this Agreement, the Association may file a grievance directly to the Manager of the third (3rd) level of management involved. Such grievance shall be identified as a Policy Grievance and shall be submitted by the District **Representative** from that district and signed on behalf of the Association. That Manager shall have **15** days following the presentation of the grievance in which to render a decision. The Manager shall present a written statement of position to the Association.

A Policy Grievance may also be submitted in accordance with the provisions of subsection **16.10 (b)** where it concerns a matter of broader application than a district.

16.10 (a) If a Policy Grievance has not been settled as provided under the provisions of Section **16.09**, it shall be submitted by an Officer of the Association to the Department Head, or equivalent, within **30** days of the disposition of the matter under Section **16.09**. That Manager shall have **30** days following the presentation of the grievance in which to render a decision. The Manager shall present a written statement of position to the Association.

(b) A Policy Grievance of broader application than a district may be signed and submitted by an Officer of the Association directly to the Department Head, or equivalent. That Manager shall have 30 days following the presentation of the grievance in which to render a decision. The Manager shall present a written statement of position to the Association.

16.11 Where a Policy Grievance has not been settled as provided under the provisions of Section 16.10, the grievance shall be processed in accordance with the provisions of subsection 16.07 (a).

16.12 The Company may file a grievance at Step 4 of the grievance procedure. Such grievance shall be filed by the Director of Industrial Relations (CTEA), or by his designate. For purposes of Company grievances, the provisions of Section 16.07 will be read and construed with necessary changes.

Time Limits

16.13 Any grievance not presented or processed by the Association in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or reopened.

16.14 If the Company fails to respond or if the grievance is not settled within these time limits the grievance may be processed immediately to the next step.

16.15 Time limits may be extended only by mutual consent, in writing.

General

16.16 Where a grievance is being handled by a Representative of the Association, the Company will not endeavour to adjust 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 Representative.

16.17 The right of an individual employee or **groups** of employees to settle their grievances **personally** with the management of the Company through the regular supervisory channels, up to and **including** the Department Head, or equivalent, is not restricted by this Agreement, except where such **grievance** is being handled, or has been handled, by the Association.

ARTICLE 17 ARBITRATION

17.01 "Day" for the purposes of this Article shall mean any day that is not a Saturday, Sunday or one of those **holidays** described in Section **26.01**.

17.02 Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Association and the Company, there shall be no stoppage of work and either party may, after exhausting the grievance procedure established by this Agreement, institute arbitration proceedings within **30** days after the disposition of the matter by the Company,

in accordance with subsection 16.07 (a), but no later, in the manner set forth below, to have the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

17.03 In the event that it becomes necessary to submit any matters to arbitration, the parties will endeavour in each instance to agree upon and appoint a single arbitrator within seven (7) days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Canada, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

17.04 The arbitrator 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 his decision he shall be bound by the terms and provisions of this Agreement.

17.05 The arbitrator shall, before the hearing, require the representatives of the parties to attend before him to define the question of interpretation, application, administration or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. All steps in connection with the arbitration shall be taken as expeditiously as possible.

17.06 The parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and, except as

aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

17.07 The decision of the arbitrator 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.

ARTICLE 18 FORCE ADJUSTMENT

18.01 Where any condition arises which reduces the work load to the extent that a **general** program of lay-offs or spreading the work is contemplated, the Company shall endeavour to reach an agreement with the Association as to whether a plan of part-timing, lay-offs or a combination of the two shall be put into effect.

18.02 In the event that an agreement as to a plan cannot be reached within a period of **30** days after the matter has been submitted to the Association, the Company may proceed on a plan of part-timing to the extent it deems necessary.

18.03 It is expressly understood, however, that if the Company proceeds on a plan of part-timing at the expiration of the **30** day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party. Similarly, after agreement has been reached as to a plan of force adjustment, either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.

ARTICLE 19
TECHNOLOGICAL CHANGE

19.01 The parties agree that they will continue the system of consultation in force since 1953 in order to assist employees affected by any technological change to adjust to the effects thereof and that, therefore, Sections 52, 54 and 55 of the Canada Labour Code shall not apply during the term of this Agreement.

ARTICLE 20
RATES OF PAY

20.01 The parties agree that the Task Analysis Method of Job Evaluation affords an acceptable method for establishing the relative worth of clerical and associated occupations. Clerical and associated occupations shall be rated by the Company in accordance with the Task Analysis Method of Job Evaluation. The Company will advise the Association of the rating of clerical and associated occupations occupied by employees covered by this Agreement.

20.02 The basic rates of pay corresponding to the wage bands into which clerical and associated occupations listed in Appendix A are classified are set forth in Appendix C. The basic rates of pay for clerical and associated occupations other than those listed in Appendix A shall be determined by the Company.

20.03 The rates of pay for employees who work less than the basic hours per week shall not be less than the pro rata proportion of the rates of pay hereby established.

ARTICLE 21
WAGE ADMINISTRATION

Wage Increases

21.01 Except as otherwise provided in Appendix C of this Agreement, the time interval from one step to the next on the wage bands shall be six (6) months.

21.02 The time interval shall begin, for an employee who is engaged or re-engaged:

- (a) between the first and fifteenth day of a month inclusive - on the first day of that month,
- (b) on or after the sixteenth day of a month - on the first day of the following month.

21.03 Wage increases shall be granted on the basis of satisfactory performance as determined by the Company, and may be granted at intervals specified in the wage bands in Appendix C, or be deferred for a period determined by the Company. Where an increase is deferred, the employee concerned shall be informed of the reasons for such action. Increases and decreases in the basic rates of pay shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.

21.04 The effective day for an increase shall be the first day of the bi-weekly pay period closest to the first day of the month.

Promotional Pay Treatment

21.05 Where an employee is promoted, the rate of pay on promotion shall be the rate on the wage band of the new job which corresponds with the employee's wage band step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the wage band of the new job. However, the number of months so accumulated is limited to the time interval to reach the next step of the wage band as outlined in Appendix C of this Agreement.

Temporary Work Assignments

21.06 Where an employee is temporarily assigned to a job in a higher wage band for one (1) week or longer, pay treatment for the period of such temporary assignment shall be in accordance with Section 21.05.

Higher Rates of Pay

21.07 Under certain conditions, of which the Association shall be notified, higher rates than those called for by the wage bands filed with this Agreement may be paid by the Company to individual employees, where in the Company's judgment such rates are appropriate.

Alternative Plan

21.08 The Company may, at its discretion, authorize an Alternative Plan, as specified in Appendix C, for a locality. The Company agrees to notify the Association when such an Alternative Plan is authorized.

Pay Days

21.09 An employee shall be paid every alternate Wednesday at her basic rate of pay for the two-week (2) period ending the Saturday previous to the pay day; and for overtime work and other additions in pay for the two-week (2) period preceding the period for which the basic rate is paid. Pay will be adjusted for unpaid absences which occurred during such earlier two-week (2) period.

ARTICLE 22
DIFFERENTIAL AND PREMIUM PAY

Differential for Work in Off-Normal Period

22.01 (a) Where an employee is required to work an off-normal tour, she shall be paid a differential of ~~60~~ cents for each hour, or part thereof, which falls within the off-normal period.

(b) In addition to the payment received under subsection 22.01 (a), an employee shall be paid an amount of 60 cents for each hour, or part thereof, worked between 12:01 A.M. and 5:59 A.M. on any day.

22.02 A differential shall not be paid for:

(a) the period for which an employee is being paid on an overtime basis,

(b) paid absence from duty.

In-Charge Differential

22.03 An employee who is assigned, at any time, to be in charge of other employees during the absence of management, for less than four (4) weeks, shall be paid an in-charge differential of \$3.50 where the employee is so assigned for a minimum of one (1) but not more than four (4) hours in a day, and \$7.00 where the employee is so assigned for more than four (4) hours in a day.

Demonstration Differential

22.04 An employee, in an Occupation other than a Senior Associate currently listed in Appendix A, or which may be established during the term of this Agreement, who is assigned to show or demonstrate a work method or procedure shall be entitled to receive a demonstration differential of 70 cents per hour, or part thereof, where the employee is so assigned and performs such assignment. The minimum period of each such assignment shall be one (1) hour.

Premium Pay for Change in Tour of Duty

22.05 (a) If an employee is given less than six (6) days' notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.06 and 22.07, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.

(b) If a part-time employee is given less than six (6) days' notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall

be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is short of the six (6) day notice requirement.

(c) If a part-time employee has not been given 48 hours' notice of the cancellation or reduction of her scheduled hours on any day, she shall be paid at her basic rate of pay, for half of the number of hours so scheduled for that day but cancelled by management.

22.06 Where the change in tour is made at the employee's request, she shall be paid on a straight time basis.

22.07 Where the change in tour is made in accordance with Section 24.10, no premium shall apply for the change in tour.

Premium Pay for Consecutive Saturdays Worked

22.08 An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one-half day (3 3/4 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.09, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

22.09 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials, is higher than her basic rate of pay.

Sunday Premium Pay

22.10 An employee who is required to work a scheduled tour, any period of which falls between midnight Saturday and midnight Sunday, shall be paid Sunday Premium Pay. Sun* Premium Pay is one-half time extra for the time worked in this period except that where the employee has not been given **48** hours' notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day.

22.11 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an **employee** is receiving a rate of pay which, exclusive of the **differentials** provided in Section 22.01, and the special compensation provided in Section 22.12, is **higher** than her basic rate of pay.

Christmas Eve and New Year's Eve - Special Compensation

22.12 Where an employee is required to work on Christmas Eve or New Year's Eve, she shall be paid straight time extra for time worked between the hours of 6:00 P.M. and 12:00 Midnight.

ARTICLE 23

SENIORITY

23.01 The Company recognizes its responsibility to an employee who has a long service record and agrees to give consideration to the length of service of an employee in matters affecting her, to the extent that in its judgment circumstances will permit, having due regard to Company operations.

23.02 Seniority, for the purposes of this Agreement, shall be determined by the net credited service as shown on the Company records.

ARTICLE 24
HOURS OF WORK

Full-Time Employees

24.01 The basic hours of work per day for a full-time employee shall be 7 1/2 hours, except as provided in Section 24.02.

24.02 The basic hours of work per week for a full-time employee shall be 36 hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 72 hours.

24.03 Except as otherwise provided in Sections 24.04 and 24.05, the time represented by the excess of basic daily hours worked in a designated ten-week (10) period over the basic weekly hours in that period shall be cumulated to permit granting of compensating time off in the following designated ten-week (10) period in accordance with the following:

- (a) For qualifying purposes, each designated ten-week (10) period shall be divided into two (2) segments of five (5) weeks.
- (b) An employee who works the basic hours on at least 13 days in a five-week (5) segment shall be entitled to one (1) full day off with pay in the following designated ten-week (10) period.

- (c) An employee who works the basic hours on fewer than 13 days in a five-week (5) segment shall be entitled to one-half (1/2) day off with pay in the following designated ten-week (10) period.
- (d) The Company may schedule the entitlement earned in the two (2) qualifying segments, either separately or consecutively.
- (e) The day(s) or half day(s) off granted in accordance with subsections 24.03 (b), (c) or (d) shall be considered as time worked for purposes of determining an employee's entitlement to time off in the subsequent designated ten-week (10) period.

24.04 (a) Notwithstanding the provisions of Section 24.03, management may, at any time, if so required, decide to schedule for each employee up to four (4) full days off with pay to be taken outside the designated ten-week (10) period but within the five (5) scheduling periods following the end of such designated ten-week (10) period.

(b) For the purposes of this Section, "scheduling period" means a designated period of ten (10) weeks as contained in the applicable Company practice currently in effect.

24.05 An employee who leaves the employ of the Company before acquiring 13 days net credited service shall be paid at her basic rate for the actual time accumulated.

24.06 Where an employee is required to work on the day scheduled for compensating time off, she shall be paid in accordance with Article 25.

24.07 Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the day(s) scheduled for compensating time off, the Company shall reschedule the day(s) in the designated ten-week (10) period in which the employee returns to work. The day(s) will not be rescheduled for indisposition occurring after the employee leaves work on the last day preceding the day(s) scheduled for compensating time off.

Part-Time Employees

24.08 The hours of work for employees who are scheduled to work for less than the basic hours shall be determined by the Company.

Arrangement and Assignment of Tours of Duty

24.09 A tour of duty may be scheduled on any day of the week depending on the requirements of the job.

24.10 (a) Where a full-time employee is required to work on a Sunday, and works her basic hours for that day, whether on a scheduled or non-scheduled basis, such tour of duty shall be considered as part of her scheduled work week.

(b) Where a part-time employee is required to work on a Sunday, and works a tour of duty on that day, whether on a scheduled or non-scheduled basis, such tour of duty shall be considered as part of her scheduled work week.

For the purpose of this subsection, "tour of duty" means the period of time, not exceeding the basic hours of work per day, which a part-time employee is required to work.

24.11 The starting and ending times for all tours of duty shall be determined by the Company.

24.12 An employee shall be assigned to her tours of duty by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.

Meal Period

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

24.14 A 20 minute meal period shall be counted as time worked where an employee is required to work:

- (a) all or a portion of her regularly scheduled tour of duty in an off-normal period or,
- (b) in the day period on Sunday, if Sunday is included in her scheduled work week or,
- (c) in the day period on a holiday, if the holiday is included in her scheduled work week.

**ARTICLE 25
OVERTIME**

Overtime Payments, Full-Time and Part-Time Employees

25.01 For a full-time employee overtime means the time worked:

- (a) in addition to 7 1/2 hours of work on any day, or

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

25.02 For a full-time employee payment for overtime work shall be made:

(a) at the employee's hourly rate multiplied by one and one-half (1 1/2) times the hours worked;

(b) for overtime worked in excess of two (2) hours in one (1) week, at the employee's hourly rate multiplied by two (2) times the hours worked.

25.03 A part-time employee shall be paid on a **straight** time basis for all time worked:

(a) on any given day, until she has worked the basic hours of work per day (7 1/2 hours), or

(b) in a given week, until she has worked the basic hours of work per week (36 hours).

Time worked in excess of the basic hours of work specified above shall be paid on an overtime basis.

25.04 For a part-time employee payment for overtime worked shall be made:

(a) at the employee's hourly rate multiplied by one and one-half (1 1/2) times the hours worked, or

(b) at the employee's hourly rate multiplied by two (2) times the hours worked for overtime worked in excess of two (2) hours in one (1) week, provided the employee has worked the basic hours of work for that week.

25.05 Where an employee is required to work overtime which **immediately** precedes or continues after her tour of duty (continuous), she shall,

- (a) **except** as otherwise provided in Sections **25.02** and **25.04**, be paid for the total additional minutes worked in accordance with the following table:

<u>Minutes Worked</u>	<u>Time Paid For</u>
1 - 5	Nil
6 - 20	1/2 hr.
21 - 30	3/4 hr.
31 - 40	1 hr.
41 - 50	1 1/4 hrs.
51 - 60	1 1/2 hrs.
61 - 70	1 3/4 hrs.
71 - 80	2 hrs.
81 - 90	2 1/4 hrs.
91 - 100	2 1/2 hrs.
etc.	etc.

and

- (b) where required to work one (1) hour or more of overtime, receive an additional one (1) hour's pay if she has not been given at least one (1) hour's notice of such overtime required.

25.06 A meal period shall not be included in the calculation of overtime but shall not break the continuity of such overtime.

25.07 Where an employee is required to work two (2) or more hours of continuous overtime, she shall, **during** those hours, be granted a paid 15 minute relief period.

25.08 (a) Where an employee is required to work overtime which does not either immediately precede or continue after her tour of duty (non-continuous), she shall be paid for the total **additional minutes** worked on an **overtime** basis.

(b) If the employee has not been given **48** hours' **notice** of such non-continuous overtime work, she shall receive an additional one (1) hour's pay.

(c) If the amount to which an employee would be entitled under subsections **25.08** (a) or (b) is less than **3 3/4** hours' pay, she shall receive a payment of **3 3/4** hours' pay.

25.09 Notwithstanding the above provisions of this Article, where the Company agrees to compensate an employee for overtime hours worked by **permitting** the employee time off from her scheduled hours of **work** on any day, the time off so permitted shall not exceed the overtime hours worked by that employee and shall constitute full compensation for those hours. Any such **compensation** time off shall be subject to the **limits** and **conditions** **determined** by the Company.

ARTICLE 26
HOLIDAYS

26.01 The following shall be recognized as Company holidays:

New Year's Day	Civic Holiday
Good Friday	(Ontario only)
Easter Monday*	Labour Day
Victoria Day	Thanksgiving Day
National Holiday	Christmas Day
June 24th -	Boxing Day
Quebec only)	(Dec. 26th)
Canada Day	
(July 1st)	

*When an employee is required to work on Easter Monday, it shall not be considered as a Company holiday for that employee. In such event, the employee shall be granted a 'Substitute Holiday'. The Substitute Holiday shall be scheduled, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks during the period from the first Monday following Easter Monday to October 31st in that same calendar year.

26.02 National Holiday (Quebec only) and Civic Holiday (Ontario only) are substituted respectively for Remembrance Day.

26.03 To meet general custom in a particular community, another holiday may be substituted for any of the recognized Company holidays listed above.

26.04 Where a Company holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.

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

26.06 Where a Company holiday falls on a Saturday, the Company shall either include it in the weekly schedule of an employee or shall grant another day off with pay, computed in accordance with Section 26.12, outside the period of the annual vacation at a time determined by the Company.

26.07 Notwithstanding the provisions of Sections 26.05 and 26.06, the observance of the Boxing Day holiday shall be in accordance with the following:

- (a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.
- (b) Where Boxing Day falls on a day Tuesday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
- (c) Where Boxing Day falls on a Saturday, an employee, unless the Saturday has been included in her weekly schedule, shall be granted the day off with pay on the Monday immediately following.

Pay for Work on a Holiday

26.08 (a) Where a full-time employee is required to work on a Company holiday which is included in her scheduled work week, she

- (i) shall be paid at her basic rate of pay for that day
or,
- (ii) may be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works her basic hours for the day.

(b) In addition, she shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday, except for Christmas Day and New Year's Day where she shall be paid double time for the time worked between midnight of the day preceding and midnight of the holiday.

26.09 Where a part-time employee is required to work on a **Company holiday which is included in her** scheduled work week, she shall be paid as follows: ^


(a) the **greater** of, not to exceed one-fifth of the basic weekly rate of pay:

(i) **10%** of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday:

or

(ii) **5%** of her earnings, excluding overtime and differential payments, for the two (2) pay periods **immediately** preceding the holiday;

and in addition,

 (b) time and one-half for the time worked between midnight of the day preceding and midnight of the **holiday**, except for Christmas Day and New Year's Day **where** she shall be **paid double time** between midnight of the day preceding and midnight of the holiday.

26.10 If an employee has not been given **48 hours'** notice of a requirement to work on a holiday, she shall be paid double time for all time worked up to the basic hours of work for that day, plus one (1) additional hour's pay at straight time.

26.11 Where an employee is required to work on a **Saturday** holiday as a day outside her scheduled work week, **she** shall be paid on an overtime basis for the time worked and shall be granted another day off with pay as provided in Section **26.06**.

Pay for Holiday not Worked

26.12 Where an employee is not required to work on a Company holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day, or if a part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

(a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;

or

(b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday.

ARTICLE 27 DAYS OFF WITH PAY

27.01 In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay, on days determined by the Company, at her basic rate of pay for the day, or if a part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

(a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay;

or

(b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the day off with pay.

27.02 (a) One (1) of these days off with pay will be scheduled during the period from December 1st to the 15th of January of the following year.

(b) One (1) of these days off with pay shall be granted, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks, during the period from December 1st of the current year to December 1st of the following year.

27.03 Where an employee cannot be granted a day off with pay in accordance with the provisions of subsection 27.02 (a), she shall be paid one (1) additional day's pay, at her basic rate of pay, or if a part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

(a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay;

or

(b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the day off with pay.

ARTICLE 28
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, shall be as determined by the terms and conditions of the leave.

28.01 An employee shall be entitled to vacation with pay in accordance with the following provisions of this Article.

Entitlement in Year of Engagement or Re-Engagement

28.02 An employee, in the year she is engaged or re-engaged, shall be entitled to one (1) day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten (10) days of vacation with pay.

For purposes of this Section:

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

Entitlement in Subsequent Years

28.03 An employee, in the years subsequent to her year of engagement or re-engagement, shall first **become** entitled to a vacation with pay in accordance with the table below, in the year in which she is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

<u>Years of Net Credited Service</u>	<u>Weeks of Vacation</u>
1	3*
10	4**
18	5***
25	6

- Up to two (2) weeks may be granted in the period June through September.

** Up to three (3) weeks may be granted in the period June through September.

*** Up to four (4) weeks may be granted in the period June through September.

28.04 In this Article, where a calendar week falls in two (2) months, such calendar week shall be considered to be in the month in which the Wednesday of that week falls. This interpretation shall apply in determining the end of April for scheduling under the provisions of Section 28.05 or rescheduling under the provisions of Section 28.11.

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

28.06 Notwithstanding the provisions of Section **28.03**, an employee who accumulates less than a full year of net credited service in a calendar year shall be entitled to a vacation with pay for that calendar year as indicated in the table below:

Full Vacation Entitlement Based on Employee's Net Credited Service	on weeks	3 weeks	4 weeks	5 weeks	6 weeks
Number of Day's Vacation Entitlement for each month during which an employee accumulates 15 or more days of net credited service	1.5 Days per month	2 Days per month	2.5 Days per month	3 Days per month	3 Days per month
Maximum Days Vacation for the Year	15 Days	20 Days	25 Days	30 Days	30 Days

28.07 Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Company.

28.08 Vacation schedules shall be prepared each year by the Company with due consideration to seniority, provided that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with **efficient performance** of the work. However, a **Regular Employee** shall be afforded the opportunity to select vacation from the Company's schedule before a Regular Term or Temporary **Employee**. In general, vacations shall commence at the **beginning** of the calendar week unless the demands of **the** work make this impossible.

28.09 (a) An employee shall not have the right to carry forward all or part of her vacation from one (1) vacation period to another, or to take vacation entitlement applicable to two (2) calendar years consecutively.

(b) However, where in the judgment of the Company, circumstances permit, **having** due regard to Company operations, **employee** requests to take vacation entitlement **applicable** to two (2) calendar years consecutively may be granted.

28.10 "Vacation Period" for the purposes of this Article shall mean the **period** of January 1st of one year to the end of April of **the** following year.

28.11 Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking

the vacation, the Company may reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

28.12 An employee shall be paid during vacation at her basic rate of pay determined in accordance with Company practice; but

(a) in the year she is engaged or re-engaged, vacation pay shall not be less than 4% of her total earnings in the entire period of current service in the calendar year for which the vacation is given;

(b) in the years subsequent to her year of engagement or re-engagement, vacation pay shall not be less than 2% of her basic 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 total earnings in the calendar year for which the vacation is given and her basic pay for the 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 total earnings in the calendar year for which the vacation is given and her basic pay for the calendar year.

28.13 An employee before proceeding on a vacation of one (1) week or more may request an advance payment in accordance with Company practice for each of the pay days on which she will be on vacation.

Pay in Lieu of Vacation

28.14 An employee shall be entitled to pay in lieu of vacation in accordance with the following Sections.

28.15 Where an employee resigns, is laid off, is dismissed or has completed her work, she shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner provided in Sections 28.16 to 28.18 inclusive.

28.16 An employee., with less than one (1) year's net credited service or in the year she is engaged or re-engaged, shall be granted 4% of her total earnings in 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.

28.17 An employee with one (1) or more years of net credited service in the years subsequent to her year of engagement or re-engagement, shall be granted pay in lieu of vacation in accordance with the following:

<u>Vacation Entitlement Based on Employee's Net Credited Service</u>	<u>Pay in Lieu of Vacation Based on Total Basic Pay for the Year to which the Vacation Applies</u>
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

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 total earnings in the calendar year for which the vacation is given and her basic pay for the 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 total earnings in the calendar year for which the vacation is given and her basic pay for the calendar year.

28.18 The amount of pay in lieu of vacation to be granted in accordance with Section 28.17 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before she left the Company's service.

ARTICLE 29
SICKNESS ABSENCE

Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence

29.01 An employee having six (6) months net credited service, or more, who is absent on account of sickness or quarantine, shall be paid for continuous absence prior to the eighth full calendar day of such absence, as follows:

- (a) An employee with six (6) months but less than two (2) years service shall be paid for that part of the absence in excess of four (4) consecutive half tours.
- (b) An employee with two (2) but less than four (4) years service shall be paid for that part of the absence in excess of two (2) consecutive half tours.
- (c) In the determination of pay treatment in subsections 29.01(a) and (b), a return to work not exceeding two (2) half tours shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence.
- (d) An employee with four (4) or more years service shall be paid for the full absence.
- (e) An employee is not entitled to any pay or other benefit provided under this Article for any day in

which she is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

Absence Due to Sickness or Quarantine on or after the Eighth Full Calendar Day of Absence

29.02 Upon the eighth full calendar day of an absence covered under Section 29.01, such an absence shall be treated in accordance with applicable Company practices currently in effect, or as amended from time to time following notification to the Association.

ARTICLE 30
BEREAVEMENT LEAVE

30.01 An employee shall be granted, in the event of the death of her spouse, common-law spouse, same-sex partner, son or daughter, bereavement leave of up to five (5) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death.

30.02 An employee shall be granted bereavement leave of up to three (3) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death, in the event of the death of:

- her father, her mother, the spouse or common-law spouse of her father or mother
- her brother, her sister

- her father-in-law, her mother-in-law, the spouse or common-law spouse of her father-in-law or mother-in-law
- the father or mother of her common-law spouse or same-sex partner
- a dependant or other relative residing in the same permanent residence as does the employee.

30.03 The Company may extend the periods of bereavement leave provided for in Sections 30.01 and 30.02 to a maximum of five (5) days with pay from her scheduled tours of duty that occur during the seven (7) days immediately following the day of death, when it is necessary for the employee to leave the city in which she is employed.

30.04 An employee shall be granted, in the event of the death of her grandparent or grandchild, bereavement leave of up to three (3) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death.

ARTICLE 31

TRAVEL TIME AND EXPENSES

31.01 Where an employee is required to travel on Company instructions outside her normal headquarters, the time spent travelling outside of her tour of duty shall be considered as travel time; except that, when sleeping accommodation is provided en route, the period of time between 10:00 P.M. of one day and 7:00 A.M. of the following day shall not be considered as travel time.

31.02 Where an employee is required by the Company to travel to a work location other than her normal work location, inside her normal headquarters on a temporary basis, the portion of time spent travelling outside of her tour of duty, which exceeds by 15 minutes or more, per one way trip, the time normally spent travelling to her normal work location, will be considered as travel time within the meaning of this Article.

31.03 Where an employee is required by the Company to travel to another work location within the same headquarters on a permanent basis, she shall be paid the portion of time spent travelling outside of her tour of duty in accordance with the provisions of Section 31.02 during a period of 30 days immediately following the change of work location.

31.04 Travel time shall include unavoidable stop-over time between connections and shall be paid for on a straight time basis.

Transportation Expenses

31.05 The Company shall pay the necessary transportation expenses incurred on the job.

31.06 Where an employee is required to work outside her headquarters, the Company shall pay approved transportation expenses to and from the locality in which she is required to work.

31.07 Where an employee is required to work outside her headquarters, the Company shall pay approved transportation expenses once every week to and from her headquarters, provided her absence will not interfere with the job.

Board and Lodging

31.08 Where an employee is required to work outside her headquarters and to remain away from home overnight, she shall be paid approved board and lodging expense.

31.09 An employee who takes sick or meets with an accident while receiving board and lodging from the Company, may be returned to her headquarters at the expense of the Company.

ARTICLE 32 NORTHERN SERVICE

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Definitions

32.01 The following definitions shall apply to this Article:

- (a) "Northern Allowance" means a flat rate weekly amount payable by the Company to employees working in a Northern Locality. This amount is in addition to the basic rate for the particular locality and any premiums or differentials as provided for elsewhere in this Agreement.
- (b) "Northern Locality" means any locality designated as such by the Company and includes Kuujuaq as well as all other locations the Company may designate as such during the term of this Agreement.

General

32.02 The weekly Northern Allowance payable to an employee shall be in accordance with the following:

<u>Category of Northern Locality</u>	<u>Weekly Allowance</u>
A	\$175
B	\$150

32.03 Category "A" Northern Localities are those situated north of the 55th parallel of latitude and without limiting the number of the foregoing includes Kuujuaq.

32.04 Category "B" Northern Localities are those situated below the 55th parallel of latitude.

32.05 Northern Allowance shall continue to be paid to non-local employees while they are on vacation, but only for each week of vacation actually spent in the Northern locality. A non-local employee is an employee hired in a location other than the Northern locality in which she is headquartered.

ARTICLE 33
TRANSFERS

33.01 All regular employees are eligible for transfer consideration in accordance with applicable Company practices currently in force, or as amended from time to time following consultation with the Association. The Company intends to fill job vacancies with qualified Company employees, whenever possible.

ARTICLE 34
WORKFORCE DIVERSITY

34.01 (a) The Company and the Association **recognize** the need to achieve equality in the workplace so that all employees are treated fairly and are provided the **opportunity** to achieve their full potential.

³
1/2 (b) This means that, for women, aboriginal **peoples**, persons with disabilities and persons who are, **because** of their race or colour, in a visible minority in Canada, the implementation of special measures and the accommodation of differences to correct conditions of disadvantage in employment, may be required. In a similar vein, the Company and the Association **recognize** the need for greater awareness and acceptance of the diversity of the workforce.

ARTICLE 35
COST OF LIVING ALLOWANCE

Not in Force for Term of Present Collective Agreement:

35.01 If the November 1993 Consumer Price Index (C.P.I.) exceeds the C.P.I. for November 1992 by more than **3.0%**, then all basic rates of pay in effect at January **31, 1994** will be increased effective in February 1994 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and **3.0%**.

35.02 If the November 1994 Consumer Price Index (C.P.I.) exceeds the C.P.I. for November 1993 by more than **2.0%**, then all basic rates of pay in effect at January **31, 1995** will be increased effective in February 1995 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and **2.0%**.

35.03 The C.P.I. used for purposes of this Article 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 C.P.I. be amended or discontinued prior to January 1995, the parties agree to consult to determine a means to give effect to the intention of this Article.

ARTICLE 36 **BENEFITS**

36.01 The Company agrees to review with the Association, prior to its implementation, any change in the level of benefits provided to employees covered by this Agreement under the following:

- the Pension Plan
- the Income Protection Program
- the Transition Benefit Plan
- the Basic Group Life Insurance Plan
- the Comprehensive Medical Expense Plan
- the Vision Care Plan
- the Dental Plan
- the Business Travel Insurance Plan

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ARTICLE 37
VALIDITY OF AGREEMENT

37.01 In the event of any provision of this Agreement or of any of the practices established hereby being or being held to be contrary to the provisions of any applicable law now or hereafter enacted, this Agreement shall not be nor be deemed to be abrogated but shall be amended so as to make it conform to the requirements of any such law.

ARTICLE 38
CANCELLATION OF PREVIOUS AGREEMENT

38.01 This Agreement, from its effective date, supersedes and cancels the Collective Agreement between the Company and the Association, applying to employees as defined in Article 3 and dated the 1st day of June, 1992.

ARTICLE 39
DURATION

39.01 ~~This Agreement shall be effective July 7, 1995 except as otherwise herein provided, and shall remain in full force and effect up to and including May 31, 1998.~~

39.02 This Agreement, unless terminated at the **expiry** of the said term by written notice given by either party to the other at least 60 days prior to the **expiry** of the said term, shall continue in full force and effect thereafter until terminated at any time by at least 60 days prior written notice given by either party to the other.

39.03 Notice to terminate under this Article shall be effectively given if addressed by the Company to the Secretary of the Canadian Telephone **Employees' Association**, Room **360**, Place du Canada, Montreal, Quebec, H3B 2N2, or by the Association to the Secretary, Bell Canada, 1050 Beaver Hall Hill, Montreal, Quebec, H2Z 1S4, and in either case is received at least **60** days prior to the termination date specified therein.

WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly **authorized** representatives this 7th day of July, 1995.

Bell Canada

**Canadian Telephone
Employees' Association**

Diane Long
Robert Bourdon
Patrick Hubbert
Philippe Boulard
Louise Lacoste-Capozzo
Joan L. Poirier

Josée de Varennes
Viviane Guitard
Mary Inco nito
Suzanne 8liver

Anna Marie Bolin
Jeannette Boucher
Judith King

APPENDIX A

LIST OF CLERICAL AND ASSOCIATED OCCUPATIONS

Wage Band 6

Archives Attendant
Associate 4
Associate 5
Associate 6
Coin Guardian
Custodian
Client Representative 6
Mailing Machine
Operator
Mail Porter
Optical Reproduction
Operator

Wage Band 7

Associate 7
Public Communications
Technician
Computer Technician
Client Representative 7
Drawing Associate 7
Library Technician
Senior Associate 7

LIST OF CLERICAL AND ASSOCIATED
OCCUPATIONS (Cont'd)

Wage Band 8

Associate 8
BICS Technician
Client Representative 8
Customs Controller
Film Technician
Inventory Controller
Layout Artist
Photographer
Senior Associate 8
Traffic Controller

Wage Band 9

Associate 9
Client Representative 9
Outside Plant
Coordinator
Senior Associate 9

APPENDIX B

LIST OF LOCALITIES

Alma	Kenora	Quebec
Barrie	Kingston	Rivière-du-Loup
Belleville	Kitchener	St. Catharines
Brampton	Kuujuuaq	St-Hyacinthe
Brantford	La Malbaie	St-Jean
Brockville	Lindsay	St-Jérôme
Chatham	London	Sarnia
Chicoutimi	Midland	S-S-Marie
Cobourg	Montreal	Sherbrooke
Collingwood	Newmarket	Smiths Falls
Cornwall	Niagara Falls	Stratford
Drummondville	North Bay	Sudbury
Dryden	Oakville	Thetford Mines
Fort Frances	Orangeville	Thunder Bay
Geraldton	Orillia	Toronto
Granby	Oshawa	Trois-Rivières
Guelph	Ottawa	Valleyfield
Hamilton	Owen Sound	Walker-ton
Hull	Parry Sound	Welland
Huntsville	Pembroke	Windsor
Joliette	Peterborough	Woodstock

WAGE BAND 6
WEEKLY AND HOURLY RATES

EFFECTIVE JULY 7, 1995				
Step	Reg.	Hrly	Alt. I	Hrly
1	\$343.60	\$ 9.54	\$354.25	\$ 9.84
2	381.80	10.61	393.60	10.93
3	409.90	11.39	422.50	11.74
4	435.00	12.08	444.40	12.34
5	461.25	12.81	466.00	12.94
6	487.85	13.55		
7	518.15	14.39		
a 8	554.35	15.40		
b 9	590.20	16.39		
10	638.30	17.73		

NOTE: The interval between Steps 1 to 9 shall be six months.*
The interval between Steps 9 to 10 shall be twelve months.

MAXIMUM RATES:

a Associate 4

* The interval between Steps 7 to 8 shall be twelve months.

b Associate 5, Mail Porter

** The interval between Steps 8 to 9 shall be twelve months..

APPENDIX C

WAGE BAND 7
WEEKLY AND HOURLY RATES

EFFECTIVE JULY 7, 1995				
Step	Reg.	Hrly	Alt. I	Hrly
1	\$353.90	\$ 9.83	\$364.60	\$10.13
2	393.15	10.92	405.05	11.25
3	425.75	11.83	438.55	12.18
4	453.45	12.60	463.00	12.86
5	486.10	13.50	490.95	13.64
6	516.40	14.34		
7	552.55	15.35		
8	594.45	16.51		
9	635.90	17.66		
10	692.10	19.23		

NOTE: The interval between Steps 1 to 9 shall be six months.
The interval between Steps 9 to 10 shall be twelve months.

WAGE BAND 9
WEEKLY AND HOURLY RATES

EFFECTIVE JULY 7, 1995				
Step	Reg.	Hrly	Alt. I	Hrly
1	\$390.10	\$10.84	\$397.60	\$11.04
2	433.50	12.04	441.70	12.27
3	469.15	13.03	477.15	13.25
4	501.85	13.94	507.80	14.11
5	537.50	14.93	542.75	15.08
6	567.95	15.78		
7	604.60	16.79		
8	644.60	17.91		
9	689.55	19.15		
10	751.20	20.87		

NOTE: The interval between Steps 1 to 9 shall be six months.
The interval between Steps 9 to 10 shall be twelve months.

APPENDIX C

WAGE BAND 9
WEEKLY AND HOURLY RATES

EFFECTIVE JULY 7, 1995				
Step	Reg.	Hrly	AR. I	Hrly
1	\$413.00	\$11.47	\$423.85	\$11.77
2	458.75	12.74	470.75	13.08
3	492.75	13.69	505.55	14.04
4	522.25	14.51	531.70	14.77
5	554.75	15.41	559.50	15.54
6	585.25	16.26		
7	620.25	17.23		
8	665.25	18.48		
9	711.30	19.76		
10	771.80	21.44		
11	810.90	22.53		

NOTE: The interval between Steps 1 to 10 shall be six months.
The interval between Steps 10 to 11 shall be twelve months.

WAGE BAND 10
WEEKLY AND HOURLY RATES

Rates for employees covered by this Agreement but not included in the foregoing wage bands shall be as determined by the Company.

APPENDIX D

TEAM AWARD

The Team Award plan recognizes the contribution of employees to overall Company performance measured against two criteria: financial results and customer satisfaction.

The plan, as determined by the Company and set out in its practices, is subject to modification to better reflect evolving business structure, goals and strategies. The Company agrees that the Bargaining Committees will be informed of any changes to the Team Award plan prior to their implementation.

Annual compensation under the Team Award plan for achieving target results will be 4.5% of basic rates of pay at top step for the 1995, 1996 and 1997 performance years.

The provisions of Article 4 of the Collective Agreement shall apply to any payment made to an employee under the Team Award plan.

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CALCULATION OF RETROACTIVE PAY

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

CANADIAN TELEPHONE EMPLOYEES'

ASSOCIATION

This is to confirm our agreement with respect to the calculation of retroactive pay with reference to the Collective Agreement signed July 7, 1995 and covering Clerical and Associated Employees.

Calculation of retroactive pay will be as follows:

1. An employee on the payroll of the Company on July 7, 1995 shall be entitled to a retroactive payment equal to her total earnings less differentials, for work performed within the Clerical and Associated Employees' bargaining unit during the period June 1, 1995 to July 6, 1995 inclusive, multiplied by 1.2%.
2. Such retroactive payment shall be subject to voluntary and compulsory deductions, except that no deduction will be made for union dues or premiums payable under the Survivor Protection Program for the period June 1, 1995 to July 6, 1995 inclusive.

3. The parties agree that any **contestation** regarding the interpretation or administration of this Memorandum may be processed in accordance with the provisions of **Articles 16** and **17** of the Collective Agreement. It is further agreed that any such **co&station** shall be based on the terms and conditions set out in this Memorandum, where applicable.

Signed at Montreal this **7th** day of July, 1995.

Diane Long
Robert Bourdon
Patrick Hubbert
Philippe **Boulard**
Louise **Lacoste-Capozzo**
Joan L. **Poirier**

Josée de Varennes
Viviane Guitard
Mary Inco nito
Suzanne8liver

Anna Marie Bolin
Jeannette Boucher
Judith King

For the Company

For the Association

COMPRESSED WORK WEEK
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN TELEPHONE EMPLOYEES'
ASSOCIATION

This is to confirm our agreement with respect to the implementation of compressed work week schedules for Full-Time employees covered by the Clerical and Associated Employees' Collective Agreement.

Approval

Approval to implement a compressed work week schedule in any part of the Company's operations may be granted by local management in accordance with departmental directives based on business requirements. Employee participation is voluntary.

Scheduling Options

Where approval to implement a compressed work week schedule has been granted, one of the two following options shall be mutually agreed upon for implementation:

Option I

The basic hours of work per day shall be nine (9) hours.
The basic hours of work per week shall be 36 hours on
the basis of a four (4) day week.

Option II

The basic hours of work per day shall be eight (8) hours.
The basic hours of work per week will be averaged over
a two-week pay period on the basis of nine (9) days
totalling 72 hours (based on a two-week schedule
comprising five (5) days in one of the weeks and four (4)
days in the other).

Working Conditions

The working conditions applicable to employees working
a compressed work week shall be those contained in
the Collective Agreement currently in force between the
parties, except where such conditions are governed by
the provisions of this Memorandum of Agreement.

Duration

The duration of a compressed work week schedule shall
be determined by mutual agreement between the
parties.

Right to Discontinue

The Company, at its discretion and at any time, may
discontinue any compressed work week schedule
implemented under the terms of this Memorandum of
Agreement.

COMPRESSED WORK WEEK
CLERICAL & ASSOCIATED EMPLOYEES

The following changes to the provisions of the Collective Agreement currently in effect between the parties shall apply exclusively to Full-Time Employees working a Compressed Work Week.

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<p><u>DEFINITIONS - ARTICLE 3</u></p> <ul style="list-style-type: none"> • <u>Day Period</u> 3.01 (m) <p>"Day Period" means the period of time between 6:00 A.M. and 6:00 P.M. on any day.</p> <ul style="list-style-type: none"> • <u>Off-Normal Period</u> 3.01 (n) <p>"Off-Normal Period" means the period of time between 6:00 P.M. of one day and 6:00 A.M. of the following day.</p>	<p>"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.</p> <p>"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.</p>	<p>"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.</p> <p>"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.</p>

COMPRESSED WORK WEEK
CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<p><u>DIFFERENTIAL AND PREMIUM PAY</u> <u>- ARTICLE 22</u></p> <ul style="list-style-type: none"> <u>In-Charge Differential</u> 22.03 <p>An employee who is assigned, at any time, to be in charge of other employees during the absence of management, for less than four (4) weeks, shall be paid an in-charge differential of \$3.50 where the employee is so assigned for a minimum of one (1) but not more than four (4) hours in a day and \$7.00 where the employee is so assigned for more than four (4) hours in a day.</p>	<p>An employee who is assigned, at any time, to be in charge of other employees during the absence of management, for less than four (4) weeks, shall be paid an in-charge differential of \$3.50 where the employee is so assigned for a minimum of one (1) but not more than four (4) hours in a day and \$9.00 where the employee is so assigned for more than four (4) hours in a day.</p>	<p>An employee who is assigned, at any time, to be in charge of other employees during the absence of management, for less than four (4) weeks, shall be paid an in-charge differential of \$3.50 where the employee is so assigned for a minimum of one (1) but not more than four (4) hours in a day and \$8.00 where the employee is so assigned for more than four (4) hours in a day.</p>

COMPRESSED WORK WEEK
CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK OPTIONS:	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<u>DIFFERENTIAL AND PREMIUM PAY</u> <u>- ARTICLE 22</u> (Cont'd) <ul style="list-style-type: none"> Premium Pay for Change in Tour of Duty 22.05 (a) <p>If an employee is given less than six (6) days' notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.06 and 22.07, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.</p>	Status quo. <u>Note:</u> This provision shall only apply while working on a compressed work week; it shall not apply at time of transition (i.e., going from regular schedule to compressed work week or vice versa).	Status quo. <u>Note:</u> This provision shall only apply while working on a compressed work week; it shall not apply at time of transition (i.e., going from regular schedule to compressed work week or vice versa).

COMPRESSED WORK WEEK
CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<u>DIFFERENTIAL AND PREMIUM PAY</u> ARTICLE 22 (Cont'd) <u>Premium Pay for</u> <u>Consecutive Saturdays</u> <u>Worked</u> 22.08 An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one half day (3 3/4 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.09, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.	An employee who is scheduled to work at least one half day (4 1/2 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.09, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.	An employee who is scheduled to work at least one half day (4 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.09, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

COMPRESSED WORK WEEK
CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<p><u>HOURS OF WORK - ARTICLE 24</u></p> <p><u>Basic daily - Full-Time</u> 24.01</p> <p>The basic hours of work per day for a full-time employee shall be 7 1/2 hours, except as provided in Section 24.02.</p> <p><u>Basic weekly - Full-Time</u> 24.02</p> <p>The basic hours of work per week for a full-time employee shall be 36 hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 72 hours.</p>	<p>The basic hours of work per day for a full-time employee shall be nine (9) hours.</p> <p>The basic hours of work per week for a full-time employee shall be 36 hours on the basis of a compressed work week.</p>	<p>The basic hours of work per day for a full-time employee shall be eight (8) hours.</p> <p>The basic hours of work per two-week (2) pay period for a full-time employee shall be 72 hours on the basis of nine (9) days in a two-week (2) pay period.</p>

COMPRESSED WORK WEEK
CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<u>HOURS OF WORK - ARTICLE 24</u> (Cont'd) -Time 24.03 - 24.07 (SDO Provisions)	These Sections are not applicable as full-time employees working a compressed work week will not qualify for SDOs. <u>Note:</u> Therefore, employees will be required to schedule their <u>remaining SDOs</u> , from current and previous periods, prior to working on a compressed work week.	These Sections are not applicable as full-time employees working a compressed work week will not qualify for SDOs. <u>Note:</u> Therefore, employees will be required to schedule their <u>remaining SDOs</u> , from current and previous periods, prior to working on a compressed work week.

COMPRESSED WORK WEEK
CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<u>DAILY/WEEKLY OVERTIME - FULL-TIME - ARTICLE 25</u> 25.01 For a full-time employee overtime means the time worked: (a) in addition to 7 1/2 hours of work on any day, or (b) on a day outside her scheduled work week.	For a full-time employee overtime means the time worked: (a) in addition to nine (9) hours of work on any day, or (b) on a day outside her scheduled work week.	For a full-time employee overtime means the time worked: (a) in addition to eight (8) hours of work on any day, or (b) on a day outside her scheduled work weeks.

COMPRESSED WORK WEEK
CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5,4) WORK WEEK APPLICATION
<p><u>DAYS OFF WITH PAY - ARTICLE 27</u></p> <ul style="list-style-type: none"> • 27.01 - 27.03 (Two (2) days off with pay) 	<p>These Sections shall not apply to employees working on a compressed work week.</p>	<p>Under these Sections employees will be entitled to one (1) day off with pay. This day off with pay shall be scheduled in accordance with subsection 27.02 (a).</p>

General

Use in this Memorandum of Agreement of the feminine or masculine gender shall be construed as **including** both female and male employees, and not as **specific** sex designations.

It is understood that the implementation of any compressed work week is subject to legal requirements prescribed under any applicable legislation.

The parties agree that the provisions of Articles 16 and 17 of the Collective Agreement currently in force between the parties, shall be used for the purpose of processing any **contestation** regarding the interpretation or administration of the terms and conditions applicable to the employees working *on* a compressed work week basis. It is further agreed that any such **contestation** shall be based on the terms and conditions set out in this Memorandum of Agreement, where applicable.

Signed at Montreal this 7th day of July, 1995.

Diane Long
Robert Bourdon
Patrick Hubbert
Philippe Boulard
Louise Lacoste-Capozzo
Joan L. Poirier

Josée de Varennes
Viviane Guitard
Mary Incognito
Suzanne Oliver

Anna Marie Bolin
Jeannette Boucher
Judith King

For the Company

For the Association

JOB EVALUATION
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN TELEPHONE EMPLOYEES'
ASSOCIATION

This is to confirm our agreement with respect to the proposed introduction of a new system of job evaluation for clerical and associated occupations.

The parties agree that the existing Task Analysis Method of Job Evaluation (**JETAM**), as mentioned in Article 20 of the Collective Agreement, shall be replaced by the Profile job evaluation system (Profile) effective January 31, 1996, subject to a membership vote as outlined below.

It is further agreed that pending the potential implementation of Profile, the existing ratings for all job descriptions in the bargaining unit as at the date of this Agreement remain in effect. Updating of job descriptions and maintenance of **JETAM** system are suspended. The parties confirm their understanding and agree that throughout this period, Section 20.01 of the Collective Agreement is ~~deemed to be~~ respected by the Company.

The Company agrees that, during the term of the Collective Agreement, no employee's basic rate of pay would be reduced as a result of the implementation of the new system of job evaluation.

A reserve fund will be established by the Company equal to 1.0% of the annual payroll for the Clerical and Associated bargaining unit for the year ending December 31, 1995; 0.5% for the year ending December 31, 1996; and 0.5% for the year ending December 31, 1997, to fund possible adjustments to basic wage rates as a result of the modifications to salary groups and salary structure following the implementation of the new system of job evaluation. Where it is mutually agreed that salary adjustments should be implemented, the effective date of such adjustments shall occur not later than January 31st of the year following the year in which the reserve fund is established.

The following steps will be undertaken during the transition period to the proposed new system of job evaluation:

1. In July 1995, information concerning the proposed new system of job evaluation will be communicated to employees.
2. In July and August 1995 individual job profiles will be released to employees.
3. A) From August through mid-October 1995, a review procedure will be implemented to respond to concerns related to the individual job

profiles. Further to the review process, finalization of the profiles will be completed in October 1995.

- B) From September to November 1995, the existing Joint Bell Canada - CTEA Job Evaluation Working Committee will develop an appeal process to be put in place immediately upon implementation of Profile.
4. An external wage survey conducted by an outside consultant will be completed by November 1995.
 5. The bargaining committees of the Company and the Association will meet, in December 1995, to review the findings of the external wage survey and Profile rankings. The new salary groups and the associated salary structure, including modifications as required to the provisions of the Collective Agreement, will also be determined.
 6. A membership vote will be conducted in January 1996 on the new Profile plan. If the plan is accepted, a Memorandum of Agreement, reflecting the agreed-upon changes, will be signed between the parties. Should the plan not be accepted by the members, the Company and the Association will resume discussions and agree to a revised implementation process.

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General

Use in this Memorandum of Agreement of the feminine or masculine gender shall be construed as **including** both female and male employees, and not as **specific** sex designations.

The parties agree that any dispute concerning this Memorandum of Agreement shall be resolved by the bargaining committees.

Signed at Montréal this 7th day of July, 1995.

Diane Long
Robert Bourdon
Patrick Hubbert
Philippe Boulard
Louise Lacoste-Capozzo
Joan L. Poirier

Josée de Varennes
Viviane Guitard
Mary Incognito
Suzanne Oliver

Anna Marie Bolin
Jeannette Boucher
Judith King

For the Company

For the Association

PHONECENTRE/TÉLÉBOUTIQUE

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

CANADIAN TELEPHONE EMPLOYEES'

ASSOCIATION

This is to confirm our agreement with respect to the implementation of a variable compensation plan and the modification of specified contractual provisions for employees working in the Company's **Phonecentre/Téléboutique** operations covered by the Clerical and Associated Employees' Collective Agreement.

Eligibility And Duration

The provisions of this Memorandum of Agreement apply to employees, as designated by the Company, working in **Phonecentre/Téléboutique** operations.

This Agreement shall remain in effect during the term of the Collective Agreement.

Variable Compensation Plan

The parties agree to the introduction, effective January 1, 1996, of a Variable Compensation Plan for eligible employees in **Phonecentre/Téléboutique**

operations. The Plan is based on monthly **results to objectives** as determined by the Company in three components:

1. Customer Satisfaction
2. Profit Margin
3. Commissionable Revenue

Where the monthly results targets are met, the monthly payout to eligible employees, as provided under the Plan, will be 1.8% of Commissionable Revenues.

Modifications of Specified Contractual Provisions

The working conditions and Team Award applicable to eligible employees shall be as contained in the Collective Agreement currently in force between the parties, except where modified, effective January 1, 1996, by the provisions of this Memorandum of Agreement and by Attachment A to this Memorandum.

Joint Committees

The parties agree to the establishment of the following Joint Committees:

a) Phonecentre/Téléboutique Guidance Team:

This joint committee will consist of four members (2 Officers of the CTEA and 2 General Managers from operations). The Guidance Team shall establish the mandate and monitor the activities of the Phonecentre/Téléboutique Working Committees and the Quality of Life Committees. Should changes to the Variable Compensation Plan be necessary due to actual plan experience or as a result of the evolution

of the Company's value-based performance measures, the Guidance Team shall assess the required modifications to the Plan. The Guidance Team may implement changes within the terms of this Memorandum of Agreement and may develop recommendations for changes to the terms of this Memorandum of Agreement for consideration by the Bargaining Committees through the consultative process.

b) Phonecentre/Téléboutique Working Committees:

Two joint committees, one per operating unit, shall include members as deemed appropriate by the Guidance Team and will be responsible for monitoring the administration of the Variable Compensation Plan. The Working Committees may recommend changes to the Plan for consideration by the Guidance Team.

c) Quality of Life Committees:

Two joint committees, one per operating unit, shall include members as deemed appropriate by the Guidance Team. The mandate of these joint committees is to develop guiding principles related to the **scheduling** of employees working in Phonecentre/Téléboutique operations with a view to the quality of life impact which such schedules have on employees. The recommendations of these joint committees are to be presented to the Guidance Team.

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General

Use in this Memorandum of Agreement of the feminine or masculine gender shall be construed as **including** both female and male employees, and not as **specific** sex designations.

The provisions of Article 4 of the Collective Agreement shall apply to any payment made to an employee under the Variable Compensation Plan.

Approved expenses incurred by an employee representative as a result of her **participation** on a joint committee will be paid by the Company.

With the exception of the modifications to specified contractual provisions shown on Attachment A, the parties agree that any **contestation** regarding the Interpretation or administration of this Agreement shall be dealt with by the **Phonecentre/Téléboutique** Guidance Team. The decision of the Guidance Team shall constitute a final and binding settlement of the matter.

The parties agree that any **contestation** regarding the interpretation or administration of Attachment A of this Memorandum may be processed in accordance with the provisions of **Articles 16** and **17** of the Collective Agreement. It is further agreed that any such **contestation** shall be based on the terms and conditions set out in Attachment A of this Memorandum, where applicable.

Signed at **Montréal** this **7th** day of July, 1995.

Diane Long
Robert Bourdon
Patrick Hubbert
Philippe Boulard
Louise Lacoste-Capozzo
Joan L. Poirier

Josée de Varennes
Viviane Guitard
Mary Incognito
Suzanne Oliver

Anna Marie Bolin
Jeannette Boucher
Judith King

For the Company

For the Association

**PHONECENTRE/TELEBOUTIQUE
CLERICAL & ASSOCIATED EMPLOYEES**

The following modifications to the provisions of the Collective Agreement currently in effect between the parties shall apply to eligible employees in **Phonecentre/Téléboutique** operations.

COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
DEFINITIONS • ARTICLE 3	DEFINITIONS • ARTICLE 3
(m) "Day Period" means the period of time between 6:00 A.M. and 6:00 P.M. on any day.	(m) "Day Period" means the period of time between 6:00 A.M. and 11:00 P.M. on any day.
(n) "Off-Normal Period" means the period of time between 6:00 P.M. of one day and 6:00 A.M. of the following day.	(n) "Off-Normal Period" means the period of time between 11:00 P.M. of one day and 6:00 A.M. of the following day.
DIFFERENTIAL AND PREMIUM PAY • ARTICLE 22	DIFFERENTIAL AND PREMIUM PAY • ARTICLE 22
Differential for Work In Off-Normal Period	Differential for Work In Off-Normal Period
22.01 (a) Where an employee is required to work an off-normal tour, she shall be paid a differential of 60 cents for each hour, or part thereof which falls within the off-normal period.	22.01 (a) Where an employee is required to work an off-normal tour, she shall be paid a differential of \$1.20 for each hour, or part thereof, which falls within the off-normal period.
(b) In addition to the payment received under subsection 22.01 (a), an employee shall be paid an amount of 60 cents for each hour, or part thereof, worked between 12:01 A.M. and 5:59 A.M. on any day.	This subsection shall not apply.

**PHONECENTRE/TÉLÉBOUTIQUE
CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)**

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COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
<p>Premium Pay for Change in Tour of Duty</p> <p>22.05 (a) If an employee is given less than six (6) days' notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.06 and 22.07, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.</p> <p>(b) If a part-time employee is given less than six (6) days' notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is short of the six (6) day notice requirement</p> <p>(c) If a part-time employee has not been given 48 hours' notice of the cancellation or reduction of her scheduled hours on any day, she shall be paid at her basic rate of pay, for half of the number of hours so scheduled for that day but cancelled by management.</p>	<p>Premium Pay for Change in Tour of Duty</p> <p>22.05 (a) If an employee is given less than three (3) days' notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.06 and 22.07, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the three (3) day notice requirement,</p> <p>(b) If a part-time employee is given less than three (3) days' notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is short of the three (3) day notice requirement</p> <p>(c) If a part-time employee has not been given 48 hours' notice of the cancellation or reduction of her scheduled hours on any day, she shall be paid at her basic rate of pay, for half of the number of hours so scheduled for that day but cancelled by management.</p>

**PHONECENTRE/TÉLÉBOUTIQUE
CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)**

COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
<p>Premium Pay for Consecutive Saturdays Worked</p> <p>22.08 An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company works at least one-half day (3 3/4 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.09, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked</p> <p>22.09 This premium shall not be included in wage payments for paid absence from duty or for any time for which an employee is receiving a rate of pay which exclusive of tour differentials, is higher than her basic rate of pay</p> <p>Sunday Premium Pay</p> <p>22.10 An employee who is required to work a scheduled tour, any period of which falls between midnight Saturday and midnight Sunday, shall be paid Sunday Premium Pay. Sunday Premium Pay is one-half time extra for the time worked in this period except that where the employee has not been given 48 hours' notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day</p>	<p>Premium Pay for Consecutive Saturdays Worked</p> <p>This section shall not apply</p> <p>This section shall not apply</p> <p>Premium Pay for Consecutive Sundays Worked</p> <p>22.10 (a) An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one-half day (3 3/4 hours) on each of successive Sundays, shall be paid one-half time extra for the time worked between midnight Saturday and midnight Sunday on the second and subsequent consecutive Sundays so worked.</p> <p>(b) This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials, is higher than her basic rate of pay</p>

**PHONECENTRE/TÉLÉBOUTIQUE
CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)**

COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
<p>22.11 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of the differentials provided in Section 22.01, and the special compensation provided in Section 22.12, is higher than her basic rate of pay.</p>	<p>This section shall not apply.</p> <p>TEAM AWARD - Appendix D</p> <p>Compensation under the Team Award plan for achieving target results shall be 40% of the compensation provided in Appendix D of the Collective Agreement.</p> <p>Compressed Work Week Memorandum of Agreement</p> <p>Where applicable, the above-noted modifications shall be read into the Compressed Work Week Memorandum of Agreement.</p>

PUBLIC COMMUNICATIONS HOME DISPATCH

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

CANADIAN TELEPHONE EMPLOYEES'

ASSOCIATION

This is to confirm our agreement with respect to Public Communications Home Dispatch involving Public Communications Technicians.

Eligibility

The duration and location(s) of Public Communications Home Dispatch assignments will be determined by the Company.

Public Communications Technicians may volunteer to participate in such assignments. An employee who volunteers to participate shall reach an arrangement with her immediate manager regarding the assignment of her work, having due regard to Company operations. Any such arrangement is subject to the provisions of this Memorandum of Agreement. It is agreed that **participation** in a Public Communications Home **Dispatch** assignment may be terminated by either the employee or by the Company upon two (2) weeks **notice**.

It is expressly understood that a participating employee must, at all times, provide a secure parking location for the Company motor vehicle at her place of residence. This may include, with the Company's approval, a secure parking location which is not necessarily situated on the property of the employee's place of residence.

Public Communications Home Dispatch

A participating employee is authorized to use the Company motor vehicle assigned to her only in the performance of her work and for travelling between her work and her place of residence.

The operating and maintenance costs of the vehicle will be at the Company's expense. The Company will make arrangements for the maintenance of the vehicle; however, it will be the responsibility of the participating employee to ensure that the vehicle is properly maintained.

Insurance coverage for the vehicle will continue to be provided by the Company as long as the employee respects Company practices, this Memorandum of Agreement and the arrangement reached with her immediate manager.

Working Conditions

The working conditions applicable to Public Communications Home Dispatch shall be those contained in the Collective Agreement currently in force between the parties, except that Article 31 of the Collective Agreement is replaced by the following:

**ARTICLE 31
TRAVEL TIME AND EXPENSES**

31.01 The time spent travelling at the beginning of a tour of duty from the employee's place of residence shall be included in the basic hours of work for the day.

31.02 (a) The time spent travelling at the end of a tour of duty from the location where the employee deposits keys and coin boxes to the employee's place of residence shall not be included in the basic hours of work for the day and shall be unpaid.

(b) The location where the employee normally deposits keys and coin boxes may be changed by the Company. Where, as a result of such change of location, the employee is required to travel 15 minutes or more in excess of the time normally spent travelling from the location where she normally deposits keys and coin boxes to her place of residence, then notwithstanding the provisions of subsection 31.02 (a), she shall be paid the excess travelling time on a straight time basis.

31.03 Where an employee is required to remain away from home overnight, she shall be paid approved board and lodging expenses.

31.04 An employee who takes sick or meets with an accident while receiving board and lodging from the Company, may be returned to her place of residence at the expense of the Company.

For purposes of liability, an employee driving a **Company** vehicle in the circumstances set out in Section **31.02** above shall be considered as though at work **during** the time she is necessarily in control of such vehicle and acting in the course of her employment.

General

Use in this Memorandum of Agreement of the feminine or masculine gender shall be construed as **including** both female and male employees, and not as **specific** sex designations.

The parties agree that any **contestation** concerning this Memorandum of Agreement shall be discussed on a consultative basis.

Signed at Montreal this **7th** day of July, 1995.

Diane Long
Robert **Bourdon**
Patrick **Hubbert**
Philippe **Boulard**
Louise **Lacoste-Capozzo**
Joan L. Poirier

Josée de Varennes
Viviane **Guitard**
Mary Incognito
Suzanne Oliver

Anna Marie Bolin
Jeannette **Boucher**
Judith King

For the Company

For the Association

VISUAL DISPLAY TERMINAL
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN TELEPHONE EMPLOYEES'
ASSOCIATION

The above parties agree as follows:

- 1 Any Regular Full-Time or Regular Part-Time Employee who is pregnant, who is regularly scheduled to work at a visual display terminal (V.D.T.) and who does not wish to work at a V.D.T. during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following two options:
 - A) Be assigned other work in the bargaining unit, in accordance with paragraph 2 of this Memorandum of Agreement, or
 - B) 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 14 of the Collective Agreement between the parties dated July 7, 1995, hereinafter designated as the Collective Agreement.

Other Work Assignment

2. Employees who elect option A shall be assigned to a vacant position, where one exists in the bargaining unit, in the following manner and sequence:

- First, to a vacant position, at a comparable wage level, in her own work location.
- Second, to a vacant position, at a comparable wage level, at any other work location.
- Third, to a vacant position, at a lower wage level, at any work location, in which case she shall immediately be paid the rate for that job.

The assignment of employees who elect option A takes precedence over outstanding transfer requests.

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

3. An employee who elects option A shall, within the following five (5) working days, be offered other work in the bargaining unit.

4. An employee who elects option A and who is assigned to another job:
 - A) Foregoes her right, for the duration of the temporary assignment, to the provisions of Articles 23 and 31 of the Collective Agreement between the parties, and
 - B) Shall choose her vacation and SDOs in her former office as if she still occupied her former position in that office.
5. An employee who elects option A, 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 B. If she elects option B before reporting to her new position, she will stay in her original position until option B takes effect.
6. An employee who elects option A 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.

Leave of Absence (without pay)

7. A) In order to be **eligible** to receive the leave of absence **referred** to in paragraph 1 **B)** 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 **(5) 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 **B)** and whose pregnancy is terminated shall be reinstated in the position occupied by her at the time she first made an election under paragraph 1. Such reinstatement shall be made within five **(5) days** of a request by the employee.
8. In addition to paragraph 7, employees who are eligible to, and wish to **apply** for, a **maternity** leave of absence pursuant to **Article 14** of the **Collective Agreement** must do so in accordance with the provisions of that Article. (For greater clarity, this means that an employee must make the application required in **Article 14** of the **Collective Agreement** at the appropriate time during the leave of absence referred to in paragraph 1 **B).**)

General

9. The parties agree that any **contestation** concerning the interpretation, administration or operation of this understanding shall be resolved by reference to the grievance and arbitration procedures set forth in the Collective Agreement between the parties.
10. The Company and the Association shall act in a fair and reasonable manner when carrying out the provisions of this Memorandum of Agreement.

Signed at Montreal this 7th day of July, 1995.

Diane Long
Robert Bourdon
Patrick Hubbert
Philippe Boulard
Louise Lacoste-Capozzo
Joan L. Poirier

Josée de Varennès
Viviane Guitard
Mary Incognito
Suzanne Oliver

Anna Marie Bolin
Jeannette Boucher
Judith King

For the Company

For the Association

VOLUNTARY PROGRAMS OF REDUCED HOURS

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

CANADIAN TELEPHONE EMPLOYEES'

ASSOCIATION

The parties agree that, where a Voluntary Program of Reduced Hours exists, an employee classified as Regular Full-Time may, subject to the conditions expressed in this Agreement and to the conditions set forth in any applicable **Company** practice, elect to be reclassified as a Regular Part-Time Employee for a period of time agreed to by the employee and her manager, with a guarantee of reclassification to her **Regular** Full-Time classification following the expiration of the agreed period.

Implementation of a Program

Whenever it is appropriate, in the judgment of the **Company** to implement a Voluntary Program of Reduced Hours, the appropriate District **Level** Manager or the next higher level of management, as the case may be, will, **following** notification to the Association, circulate to the groups concerned within his District, a notice advising of the Program's availability and

requesting that eligible employees who are interested in being reclassified submit their request within a specified time period.

An eligible employee who elects to be voluntarily reclassified shall reach an understanding with her immediate manager regarding the duration, location, work assignment and conditions applicable to such reclassification to a part-time position. Notwithstanding the possibility that under such a Program the part-time position offered to the employee may be in another District, the responsibility for administration of the Program remains with the originating District. Once the manager and the employee have come to an understanding, the terms and conditions of such shall be confirmed to the employee in writing and a copy shall be given to the Representative of the Association. Where applicable, additional copies of this understanding will also be provided to the manager and the Representative of the Association in the receiving District.

Short-Term or Long-Term Options

An employee's participation in a Voluntary Program of Reduced Hours shall be for the period of time set forth in the applicable Program. However, where an employee has been declared surplus, her participation in the Program shall end coincident with her placement.

A Program may include short-term or long-term options, or a combination of the two.

Opting in or opting out of a Program shall only be by mutual consent. Where the employee has been placed in another District, both the sending and receiving managers must provide their consent.

The selection of employees will be in order of an employee's net credited service date.

Short-Term Option

The Short-Term Option is for a period of not less than one (1) month but not to exceed a maximum duration of 12 months.

At the expiration of the agreed period, the employee participating in a Program shall be reclassified to her previous Regular Full-Time classification.

Long-Term Option

The Long-Term Option is for a period exceeding 12 months.

The reclassified employee may, every year, during the period of this option, request in writing to be reclassified to her previous Regular Full-Time classification. Such request shall be made on the anniversary date of the employee's reclassification.

The Company shall have up to six (6) months to honour the employee's request.

Salary and Working Conditions

An employee who is reclassified as a result of a **Voluntary Program of Reduced Hours** will be paid as a Regular **Part-Time** employee and will be **subject** to the working conditions normally provided to the **Regular Part-Time** employees, with the exception of those conditions that were covered in the written confirmation to the employee. In addition, where an employee changes work location due to her participation in a Program, the provisions of Article 31 shall not apply.

Prior to an employee's reclassification to Regular Part-Time, under the terms of a Voluntary Program of Reduced Hours, management shall schedule all the remaining portion of her scheduled days off (S.D.O.) entitlement.

General

Use in this Memorandum of Agreement of the feminine or masculine gender shall be construed as including both female and male employees, and not as **specific** sex designations.

The parties agree that any **contestation**, regarding the interpretation or administration of this Agreement shall be processed in accordance with Sections **16.04** to **16.06** and subsection **16.07 (b)** of the **grievance** procedure contained in the Collective **Agreement**. The written statement of position provided by the Department Head, or equivalent, under subsection **16.07 (b)** shall constitute a final and binding settlement of the matter.

This Agreement shall remain in full force and effect during the term of the Collective Agreement.

Signed at Montreal this 7th day of July, 1995.

Diane Long
Robert Bourdon
Patrick Hubbert
Philippe Boulard
Louise Lacoste-Capozzo
Joan L. Poirier

Josée de Varennes
Viviane Guitard
Mary Inco nito
Suzanne 8liver

Anna Marie Bolin
Jeannette Boucher
Judith King

For the Company

For the Association

WORKFORCE TRANSITION PLAN

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

CANADIAN TELEPHONE EMPLOYEES'

ASSOCIATION

This is to confirm our agreement, and reflects discussions which were held concerning the force adjustment and lay-off provisions found in the Collective Agreement, with respect to the process to be implemented for dealing with workforce issues during the Business Transformation transition period, including the Career Crossroads program.

Business Transformation is a key element in the Company's three (3) year transition plan to meet the service and financial targets necessary to assure its continued success. The transition plan will require dramatic change in the organization, including reductions to staff levels, to meet the challenges of an increasingly competitive marketplace. In order to respond to the impact of workforce adjustment, a process, which includes the Career Crossroads program, that involves the participation of the Association and provides for the fair and equitable treatment of surplus employees has been agreed to by the parties.

31
A Voluntary Separation Program, designed as a temporary measure, will be offered by the Company as an **incentive** for surplus Regular Employees to leave the Company. Contingent upon an assessment of the individual business case, this Program may be offered to an employee who is not surplus in her current position provided that this would lead to a reduction in surplus from a group where surplus exists or to the elimination of a position.

Key features of the Workforce Transition Plan include:

Involvement of the Association

4
The involvement of the Association in the Workforce Transition Plan is accomplished through the following forums: a Joint Workforce Transition Guidance Committee; Department Joint Committees; District Joint Committees; and, a Joint Steering Committee for Career Crossroads. These forums are designed to ensure that the Association is kept informed of developments in the management of the workforce within the context of the transition; is able to review the application of the Workforce Transition Plan guidelines; and, can monitor the activities of the Career Crossroads program.

District and Department Responsibilities

The Workforce Transition Plan guidelines are to be implemented on a district and department basis, as appropriate, in an attempt to resolve the surplus problem. These guidelines were developed during bargaining, and include the following: controls on hiring, on reclassification to Regular status, on the continued

employment of **Temporary** and Regular Term Employees and on ~~the~~ placement of Company employees from outside of the Clerical and Associated bargaining unit; and the offering of as many voluntary measures as possible.

Management of Surplus

If following the application of the Workforce Transition Plan guidelines there remains a surplus of Regular Employees, the Company agrees to take the following steps:

1. a) A surplus Regular Employee with 8 or more years of net credited service who is eligible for, but has not accepted, an immediate pension without reduction under the Voluntary Separation Program shall be subject to the displacement procedure set out in Attachment A to this Agreement;
- b) A surplus Regular Employee with 8 or more years of net credited service who is not eligible for an immediate pension without reduction under the Voluntary Separation Program may elect;
 - (i) to be subject to the displacement procedure set out in Attachment A to this Agreement (thereby foregoing the opportunity of accepting the Voluntary Separation Program), or

- (ii) to not be subject to the displacement procedure set out in Attachment A to this Agreement (thereby retaining the opportunity of accepting the Voluntary Separation Program).

The Company will implement the displacement procedure for all such employees except those who elect 1 (b)(ii) above.

2. Notice of transfer into the Career Crossroads program shall be provided to:

- a surplus Regular Employee with less than 8 years of net credited service,
- a surplus Regular Employee with 8 or more years of net credited service who elected option 1 (b)(ii) above,
- a surplus Regular Employee with 8 or more years of net credited service who has not been placed as a result of the procedure set out in Attachment A to this Agreement,
- a Regular Employee with less than 8 years of net credited service who is displaced as a result of the procedure set out in Attachment A to this Agreement.

The Association shall be provided with a copy of the notice of transfer.

Career Crossroads

The Company has established the Career Crossroads program to make more choices available to employees during the transition period. The program will offer to employees looking for another job inside Bell or elsewhere, access to the services of Career Action Centres, which will provide one-on-one counselling, job search support and training (as determined on a case by case basis). These services will be offered to employees in the Career Crossroads program, as appropriate, based upon an assessment of the individual's circumstances and the opportunities for placement. Although acceptance of another job under the program is voluntary, an employee who refuses a reasonable job offer may jeopardize her continued participation in the Career Crossroads program.

The Company agrees that an employee transferred into the Career Crossroads program, provided she continues to actively participate in its activities, will be given access to its services for a period of three (3) months. Participation in the program shall end upon the employee's permanent placement into another job, her decision to leave the Company, or at the end of the three (3) month period.

An employee who leaves the employ of the Company prior to the expiry of the three (3) month period in the Career Crossroads program shall be offered a termination package (where applicable, the Voluntary Separation Program). Where an employee is placed into a related company through the Career Crossroads program, with which Bell Canada maintains a reciprocal agreement, no termination package or Voluntary Separation Program will be offered to the employee.

Separation

Where, after her participation in the Career Crossroads program,

1. an employee who is immediately eligible for a Company pension remains surplus, she shall be laid-off with recall rights for a period of 52 weeks and with lay-off allowance, as set out in Attachment B to this Agreement;
2. an employee who is not immediately eligible for a Company pension remains surplus, she shall be offered the following options:
 - a) A lay-off with recall rights for a period of 52 weeks, with lay-off allowance, as set out in Attachment B to this Agreement, or
 - b) A termination package equivalent to the value of the Company contribution had the employee received a lay-off allowance as set out in Attachment B to this Agreement (or, where applicable, the Voluntary Separation Program).

Should the employee fail to select one of these options, she shall be placed on lay-off in accordance with (a) above.

The Company will supply monthly to the Association, lists of employees who elect a termination package (where applicable, the Voluntary Separation Program)

by department and locality, indicating the date of separation, net credited service date of the employee, and original work location of the employee.

General

Use in this Memorandum of Agreement of the feminine or masculine gender shall be construed as **including** both female and male employees, and not as **specific** sex designations.

It is understood that where an **employee** agrees to accept the Voluntary Separation **Program**, which may include transfer into the Career Crossroads program, the terms and conditions associated with the Voluntary Separation Program supersede those provided under this Agreement, as appropriate.

It is understood that where an employee is placed into a lower-rated job as a result of the measures contemplated under this Agreement, she shall immediately be paid the basic rate of pay for that job.

With the exception of the provisions found in Attachments A and B of this Agreement, the parties agree that any **contestation** regarding the interpretation or administration of this Agreement shall be dealt with by the appropriate forums established for the involvement of the Association and whose decisions shall constitute a final and binding settlement of the matter.

The parties agree that any **contestation** regarding the interpretation or administration of the provisions set out in Attachments A and B of this Agreement may be

processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement. It is further agreed that any such **contestation** shall be based on the terms and conditions set out in Attachments A and B.

Duration

This Agreement shall remain in effect during the term of the Collective Agreement.

Signed at Montreal this 7th day of July, 1995.

Diane Long
Robert Bourdon
Patrick Hubbert
Philippe Boulard
Louise Lacoste-Capozzo
Joan L. Poirier

Josée de Varennes
Viviane Guitard
Mary Incognito
Suzanne Oliver

Anna Marie Bolin
Jeannette Boucher
Judith King

For the Company

For the Association

ATTACHMENT A

DISPLACEMENT PROCEDURE

In the case of a surplus Regular Employee with 8 or more years of net credited service, the Company will attempt to place the employee into a position in the following manner and sequence(*):

Provided the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than 21 calendar days familiarization period, and provided that such assignment can be made without displacing an employee with 8 or more years of net credited service:

- First; by displacing the most junior employee in the same department within the same locality in the following order:

- Step 1 Same Wage Band Same District Same Locality
- Step 2 Same Wage Band Same Department Same Locality
- Step 3 Lower Wage Band Same District Same Locality
- Step 4 Lower Wage Band Same Department Same Locality

- Second; by displacing the most junior employee in the same locality, but across departments in the following order.

- Step 5 Same Wage Band Other Department Same Locality
- Step 6 Lower Wage Band Other Department Same Locality

- Third; by displacing the most junior employee within the same department, but outside the locality in the following order:

Step 7 Same Wage Band Same District Other Locality
Step 8 Same Wage Band Same Department Other Locality
Step 9 Lower Wage Band Same District Other Locality
Step 10 Lower Wage Band Same Department Other Locality

- Notes:**
1. A Regular Employee with less than 8 years net credited service, who has been displaced under Steps 1, 3, 7 and 9 of the above process may displace the most junior Regular Employee on the same occupational title within the same department and locality, provided that such assignment can be made without displacing a more senior employee.
 2. An employee who declines a placement into a position as provided by the above process shall be immediately transferred into the Career Crossroads program. It is understood that in such a case, the employee is not eligible to the Voluntary Separation Program.

(*) The intent of this procedure is that an employee cannot displace an employee on a **higher** wage band, based upon the job evaluation system in force at the time of signing of **this** Agreement. As there may be changes to salary groups associated with the **introduction** of the Profile job evaluation system, the Company agrees to modify the displacement procedure, as appropriate, to reflect any such changes while preserving the original intent noted above.

LAY-OFF ALLOWANCE PLAN

A Regular Employee who is laid-off shall be granted lay-off allowance under the Lay-Off Allowance Plan, as follows:

1. 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

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

2/10

2. Lay-off allowance payments shall be based on the employee's weekly basic rate of pay in effect as of the date of lay-off.
3. 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 week's benefit shall be equivalent to 90% of the employee's basic rate of pay at time of lay-off in the case of a Regular Full-Time Employee, and equivalent to 90% of the average basic rate of pay in the four pay periods preceding lay-off in the case of a Regular Part-Time Employee, less Unemployment Insurance benefits entitlement and less any earnings from other employment.
4. Lay-off allowance 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 has not been recalled to work within 52 weeks of the date of lay-off as set out in paragraph 5 of the Recall Procedures section of this Attachment.
 - e) When the employee is disentitled or disqualified from Unemployment Insurance benefits.

- f) When the employee obtains other employment which **disentitles** or disqualifies the employee from Unemployment Insurance benefits.
 - g) If the employee resigns.
5. An employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to **aragraph** 1 above based on her overall net **credite8** service after deducting the amount she received from her previous lay-off.

Benefits Coverage

1. The Company agrees to treat the first 30 calendar days of a 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

1. a) Laid-off employees shall be listed on a recall list by department and locality. With the exception of employees in Toronto and Montreal, where an employee has been laid-off in a locality and all of the Department's operations in that locality have been eliminated, or are expected to be eliminated within the one (1) year period following the date of the employee's lay-off, the employee shall, on the date of her lay-off, be permitted to place her name on the recall list for one (1) other locality within the operating territory of the Department.

b) When a job **vacancy** becomes available within the department and locality and a recall is warranted, eligible **employees** shall be recalled in inverse order of lay-off (by seniority, where two (2) or more employees have the same date of lay-off) provided they are immediately able to perform the work available. If there are no employees on the recall list who are immediately able to perform the work available, the same process will be followed for the recall of eligible employees provided they are qualified to perform the work available. When an employee accepts a recall to work, she shall immediately be paid the basic rate of pay for that job. If the employee accepts a recall to a work location other than her normal work location at the time of lay-off, she shall not be eligible to travel time and expenses as provided under Article 31 of the Collective Agreement.

2. It is the responsibility of a laid-off employee who desires to be recalled within the terms above to keep the Company informed of her correct address, and to advise the Company within 10 calendar days of the date of recall as to her acceptance.
3. The Company may assume that failure on the part of any laid-off employee to notify the Company within 10 calendar days concerning her acceptance of an offer of recall, or to report for duty within 15 calendar days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.
4. The date of mailing of a registered letter to the employee's last address of record shall be the date of offer of recall.
5. a) A laid-off employee who has not been recalled to work within 52 weeks of the date of lay-off shall be deemed to be terminated from the employ of the Company.
b) In the determination of the period of lay-off in paragraph 5 a) above, an employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall not be considered to have interrupted the continuity of the lay-off, however, the period of re-employment shall not be included as forming part of the period of lay-off. It is understood that a recalled employee, until she has completed 52 weeks of continuous service after the date of return to work, is subject to direct lay-off and shall

not have access to a separation package, the Career Crossroads program or the displacement procedure set out in Attachment A to this Agreement.

Information Lists

1. The Company agrees to supply monthly to the Association, **lists** of laid-off employees by department and locality indicating the date of lay-off, net credited service date of the employee, and original work location of the employee.

The following Letters of Intent are provided solely for information purposes and shall not be construed as forming part of this Collective Agreement.

ALPHABETICAL INDEX

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July 7, 1995

Mrs. Judith King
President
Canadian Telephone Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Employee Development and Training

Dear Mrs. King:

This will confirm our understanding, reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement, related to employee development and training resulting from participation in projects and activities as mentioned below.

Employees are increasingly participating in total quality, workplace reorganization and other similar projects. They are also participating in joint committee activities established to address service, revenue, cost and employee issues.

The Company recognizes the valuable contribution which an employee can make to these activities and the skills, training and experience which the employee may gain through her participation. In the personal planning and development process, the manager and employee should ensure that the training and skills acquired by the employee as well as her contribution to these activities are appropriately noted.

Yours truly,

A handwritten signature in cursive script that reads "D.S. Long".

D.S. Long
Director of Industrial Relations (CTEA)



July 7, 1995

Mrs. Judith King
President
Canadian Telephone Employees' Association
Suite 360, Place du Canada
Montréal (Quebec)
H3B 2N2

Subject: **Ergonomic Guidelines**

Dear Mrs. King:

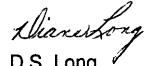
This is to record the concerns of the parties expressed during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement related to the Ergonomic Guidelines issued by the Company for employees who work with personal computer technology.

The Corporate Safety and Health Committee is developing recommendations designed to increase awareness of and encourage adherence to the Ergonomic Guidelines, particularly for employees who work with personal computer technology. Preliminary data gathered for the Committee indicates that both awareness of and adherence to the guidelines requires improvement.

The bargaining committees are supportive of the work being done by the Corporate Safety and Health Committee in this regard and will review their recommendations to determine the appropriate next steps.

In the meantime, however, the parties note that both employees and managers share a common responsibility to review the existing Ergonomic Guidelines and encourage their application in the workplace.

Yours truly,



D.S. Long
Director of Industrial Relations (CTEA)



July 7, 1995

Mrs. Judith King
President
Canadian Telephone Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Grievance and Arbitration Procedures

Dear Mrs. King:

This is to confirm our understanding related to the grievance and arbitration procedures reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

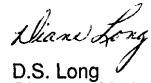
In accordance with this understanding, the parties have agreed to two initiatives with the goal of improving the effectiveness and flexibility of the grievance and arbitration procedures:

1. During the term of the collective agreement, provincially-based Grievance Committees will be trialed at Step 4 of the existing grievance procedure provided under Article 16. The number of participants at Step 4 hearings shall be determined by mutual agreement between the parties.
2. A Joint Committee will be established, with representatives as designated by each party, to review and make recommendations with regard to existing grievance and arbitration procedures and to study options associated with the use of mediation and conciliation in those procedures.

Each party shall bear its own expenses incurred as a result of these initiatives.

The work undertaken as a result of these initiatives is to be reviewed in the consultative process prior to the next negotiations between the parties.

Yours truly,

A handwritten signature in cursive script, appearing to read "D.S. Long".

D.S. Long
Director of Industrial Relations (CTEA)



July 7, 1995

Mrs. Judith King
President
Canadian Telephone Employees' Association
Suite 360, Place du Canada
Montréal (Quebec)
H3B 2N2

Subject: Pay Equity

Dear Mrs. King:

This is to confirm our understanding related to the issue of Pay Equity reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

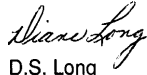
The parties agree that salary adjustments for the purposes of pay equity will be made in each year of the term of the current collective agreement. Effective on signing of the collective agreement, all basic rates of pay in effect on May 31, 1995 will be increased by 1.2%. This increase will be reflected in the wage tables found in Appendix C of the collective agreement. To fund pay equity adjustments for 1996 and 1997, the Company agrees to establish reserve funds equal to 1.0% of the annual payroll for the Clerical and Associated Employees' bargaining unit for the year ending December 31, 1995; and, 1.1% for the year ending December 31, 1996. The effective date of these pay equity adjustments shall be September 1st of the year following the year in which the reserve fund is established.

The existing Joint Pay Equity Committee composed of one (1) representative of the Company and one (1) representative of the Association shall be continued. The mandate of this committee is to monitor the Pay Equity situation and to develop recommendations regarding the allocation of the funds reserved for salary adjustments as described above. The committee is to report periodically on its activities and make its recommendations to the Bargaining Committees. The Bargaining Committees shall have the final authority to determine the allocation of salary adjustments.

It is understood that certain confidential information made available by the Company and so identified to the representatives of the Association will remain confidential and be used only to carry out these activities, and cannot be used for any other purpose.

It is understood that any publication related to these activities will be exchanged between the parties prior to disclosure.

Yours truly,

A handwritten signature in cursive script, appearing to read "D.S. Long".

D.S. Long
Director of Industrial Relations (CTEA)



July 7, 1995

Mrs. Judith King
President
Canadian Telephone Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Regular Term Employee

Dear Mrs. King:

This is to confirm our understanding reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement regarding the administration of subsection 3.01 (c).

It was agreed that the Company may, at its discretion, terminate the employment of a Regular Term Employee, earlier than the completion of the project or the end of the limited period.

Yours truly,

A handwritten signature in cursive script, appearing to read "D.S. Long".

D.S. Long
Director of Industrial Relations (CTEA)



July 7, 1995

Mrs. Judith King
President
Canadian Telephone Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Security Interviews

Dear Mrs. King:

This is to confirm our understanding with respect to interviews conducted by representatives of the Security Department with employees covered by the Clerical and Associated Employees' bargaining unit.

The Company agrees that an employee's manager will inform her, prior to any Security interview, that she is entitled to be accompanied by a Representative of the Association.

The Company agrees that the Representative of the Association will be informed prior to any interview to be conducted by Security with an employee of the bargaining unit, where the employee involved consents.

The employee, unless she objects! shall be granted immediately prior to a Security interview a maximum of 15 minutes to confer with the Representative of the Association.

It is also agreed that the Representative of the Association may attend the Security interview, where the employee involved consents, as an observer but not as a participant.

Yours truly,

A handwritten signature in cursive script that reads "Diane Long".

D.S. Long
Director of Industrial Relations (CTEA)



July 7, 1995

Mrs. Judith King
President
Canadian Telephone Employees' Association
Suite 360, Place du Canada
Montréal (Quebec)
H3B 2N2

Subject: Utilization of External Human Resources

Dear Mrs. King:

This is to renew our understanding applicable to the Clerical, and Associated Employees' bargaining unit regarding the utilization of external human resources.

It is the Company's policy, whenever there is a requirement:

- for specialized skills, equipment and/or professional expertise, which is not normally performed or available within the Company or not available within the time frame required;
- to handle work which could otherwise result in an uneconomical drain on skilled employees;
- to temporarily supplement or replace work or services normally provided by existing employees;

to resort to using external human resources to perform work or provide services required to meet its commitments and responsibilities to the public.

Yours truly,

A handwritten signature in cursive script that reads "D.S. Long".

D.S. Long
Director of Industrial Relations (CTEA)



July 7, 1995

Mrs. Judith King
President
Canadian Telephone Employees' Association
Suite 360, Place du Canada
Montréal (Quebec)
H3B 2N2

Subject: Workforce Diversity

Dear Mrs. King:

This is to confirm our understanding related to Employment Equity and Diversity reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Vision

The Company and the Association are committed to fostering diversity and fairness 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. Bell's goal is to achieve a diverse workforce that reflects the community from which it is drawn and to give our Company a distinct competitive advantage.

Joint Committee

The parties agree to continue the Joint Corporate Employment Equity and Diversity Committee, whose purpose shall include, but not be limited to, the following:

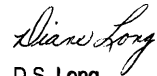
- a) Sponsoring and supporting activities that help achieve the vision.

- b) Helping all employees to understand their responsibilities to treat others in a non-discriminatory and fair way.
- c) Making recommendations to appropriate forums or departments in the Company.
- d) Identifying and recommending methods to increase diversity, thereby working towards establishing a workforce that mirrors the community from which it is drawn.
- e) Communicating the committee's activities to employees.

The information made available by the Company and identified as being confidential shall remain confidential and be used only to carry out the Committee's activities, and cannot be used for any other purpose.

The membership of the committee shall remain as currently established. Any modification shall be by mutual agreement.

Yours truly,



D.S. Long
Director of Industrial Relations (CTEA)



July 7, 1995

Mrs. Judith King
President
Canadian Telephone Employees' Association
Suite 360, Place du Canada
Montréal (Quebec)
H3B 2N2

Subject: Workplace Reorganization

Dear Mrs. King:

This is to confirm our understanding related to Workplace Reorganization (WPR) reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

As defined in the Report of the Bell/CTEA Taskforce on Workplace Reorganization, workplace reorganization is a process that expands the scope of employees' jobs through greater participation in the decisions that affect the individual, the corporation and the customer. The focus of the process is employee involvement.

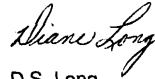
The bargaining committees of the Association and the Company endorse the recommendations of the Taskforce and agree to the following next steps:

1. The establishment of a Joint Working Committee to oversee the implementation of the Taskforce's recommendations.
2. The commitment of a corporate fund to create a company-wide infrastructure for WPR as outlined in the Taskforce Report. Funding for existing and new WPR initiatives will be from business unit budgets.
3. A commitment that 500 employees will be involved in monitored WPR initiatives within one year following the renewal of the collective agreement.

4. The establishment of WPR counselor and trainer positions within the bargaining unit.

By endorsing the recommendations of the Taskforce and by agreeing to the steps outlined above, the Company and the Association demonstrate their commitment to the implementation of Workplace Reorganization for members of the Clerical and Associated Employees bargaining unit.

Yours truly,



D.S. Long
Director of Industrial Relations (CTEA)

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PROFILE PLAN AND PAY EQUITY ADJUSTMENTS

IMPLEMENTATION

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

CANADIAN TELEPHONE EMPLOYEES'

ASSOCIATION

Effective date July 7, 1996:

In light of the understanding of the parties under the Collective Agreement, and in particular the Job Evaluation Memorandum of Agreement and the Pay Equity Letter of Intent both dated July 7, 1995 and in the Memorandum of Agreement dated January 22, 1996, the parties have agreed to implement the Profile plan and the Pay Equity adjustments the whole as more fully outlined below.

1. The parties agree to the modifications of specified terms and conditions contained in the Collective Agreement signed July 7, 1995 as attached to this Memorandum of Agreement. In addition, the parties agree that the provisions of the Compressed Work Week and Phonocentre/Téléboutique Memoranda of Agreement are to be read with the necessary changes to reflect these modifications.

2. The parties agree to a **JETAM** to Profile Conversion Table to address issues associated with the change from **JETAM** wage bands to Profile salary groups. The Conversion Table, as well as guidelines agreed to by the parties dealing with implementation issues and salary treatment, shall be contained in Company practices.

3. The parties have agreed to advance the Pay Equity salary adjustments outlined in the Letter of Intent on Pay Equity from September 1 of 1996 and 1997, and to delay the possible adjustments to basic wage rates outlined in the Job Evaluation Memorandum of Agreement from January 31 of 1996, 1997 and 1998, to permit both adjustments to be effective on July 7, 1996 and March 31 of 1997 and 1998, respectively. These salary adjustments are reflected in the wage schedules found in Appendix C attached.

4. Where the existing basic rate of pay of an employee is higher than the top step of the appropriate salary group for that occupation under the Profile plan as of July 7, 1996, the employee's basic rate of pay shall be frozen during the life of the Collective Agreement, subject to the salary treatment guidelines agreed to by the parties and contained in Company practices. Where an employee's basic rate of pay is frozen on July 7, 1996, the employee shall be eligible to a \$500.00 lump sum payment and, provided the employee's basic rate of pay is still frozen on March 31, 1997, the employee shall then be eligible to an additional \$500.00 lump sum payment.

5. The parties agree that the salary adjustments, lump sum payments and wage schedules hereby negotiated satisfy the Company's obligations under or pursuant to the Job Evaluation Memorandum of Agreement in the Collective Agreement signed July 7, 1995 and the Pay Equity Letter of Intent signed the same date.
6. Upon the effective date of this Memorandum of Agreement, the parties agree that Salary Groups A, B, and C replace Wage Bands 4 through 9 inclusive and will be the basis upon which the Pay Equity relationship will be assessed in the future. The Joint Pay Equity Committee, established under the Pay Equity Letter of Intent dated July 7, 1995, has the mandate to monitor the ongoing Pay Equity situation and to develop appropriate recommendations for the consideration of the Bargaining Committees.

General

Use in this Memorandum of Agreement of the feminine or masculine gender shall be construed as including both female and male employees, and not as specific sex designations.

The parties agree that nothing in this Memorandum of Agreement or in the changes, salary adjustments or payments provided under it, is intended as or shall constitute an admission of any discrimination, liability or wrong doing.

The parties agree that the modifications to the terms and conditions contained in the Collective Agreement signed July 7, 1995 as attached to this Memorandum of Agreement are to be construed as forming part of the Collective Agreement for all purposes, including those provisions found in Articles 16 and 17 related to the resolution of any differences.

With the exception of the modifications to the terms and conditions contained in the Collective Agreement signed July 7, 1995 attached to this Memorandum of Agreement, addressed in the paragraph above, the parties agree that any contestation regarding the interpretation or administration of this Memorandum of Agreement shall be resolved by the bargaining committees.

Signed at **Montréal** this **5th** day of July, **1996**.

Diane Long
Louise Lacoste-Capozzo
Robert Bourdon
Harry Bergshoeff
André Beaudet

Nicole Dagenais
Mary Incognito
Suzanne Óliver
Serge Thibault

Anna Marie Bolin
Jeannette Boucher
Judith King

For the Company

For the Association

COLLECTIVE AGREEMENT

ARTICLE 1 APPLICATION

1.01 The Company agrees to recognize the Association as the sole collective bargaining agent for employees covered by this Agreement.

1.02 Where the Company adds a new occupation to the bargaining unit, Appendix A shall be deemed to be amended to include that new occupation upon notification to the Association.

ARTICLE 20 RATES OF PAY

20.01 The parties agree that the Profile plan of job evaluation affords an acceptable method for establishing the relative worth of clerical and associated occupations. Clerical and Associated occupations shall be jointly rated by the Company and the Association in accordance with the Profile plan.

20.02 The basic rates of pay corresponding to the salary groups into which clerical and associated occupations listed in Appendix A are classified are set forth in Appendix C. The basic rates of pay for clerical and associated occupations other than those listed in Appendix A shall be determined by the Company.

20.03 The rates of pay for employees who work less than the basic hours per week shall not be less than the pro rata proportion of the rates of pay hereby established.

ARTICLE 21
WAGE ADMINISTRATION

Wage Increases

21.01 Except as otherwise provided in Appendix C of this Agreement, the time interval from one step to the next on the salary groups shall be six (6) months.

21.02 The time interval shall begin, for an employee who is engaged or re-engaged:

- (a) between the first and fifteenth day of a month inclusive - on the first day of that month,
- (b) on or after the sixteenth day of a month - on the first day of the following month.

21.03 Wage increases shall be granted on the basis of satisfactory performance as determined by the Company, and may be granted at intervals specified in the salary groups in Appendix C, or be deferred for a period determined by the Company. Where an increase is deferred, the employee concerned shall be informed of the reasons for such action. Increases and decreases in the basic rates of pay shall not be made effective while an employee is absent due to leave, accident, illness or quarantine.

21.04 The effective day for an increase shall be the first day of the bi-weekly pay period closest to the first day of the month.

Promotional Pay Treatment

21.05 Where an employee is promoted, the rate of pay on promotion shall be the rate on the salary group of the new job which corresponds with the employee's salary group step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the salary group of the new job. However, the number of months so accumulated is limited to the time interval to reach the next step of the salary group as outlined in Appendix C of this Agreement.

Temporary Work Assignments

21.06 Where an employee is temporarily assigned to a job in a higher salary group for one (1) week or longer, pay treatment for the period of such temporary assignment shall be in accordance with Section 21.05.

Higher Rates of Pay

21.07 Under certain conditions, of which the Association shall be notified, higher rates than those called for by the salary groups filed with this Agreement may be paid by the Company to individual employees, where in the Company's judgment such rates are appropriate.

Pay Days

21.08 An employee shall be paid every alternate Wednesday at her basic rate of pay for the two-week (2) period ending the Saturday previous to the pay day; and for overtime work and other additions in pay for the two-week (2) period preceding the period for which the basic rate is paid. Pay will be adjusted for unpaid absences which occurred during such earlier two-week (2) period.

ARTICLE 22 **DIFFERENTIAL AND PREMIUM PAY**

Differential for Work In Off-Normal Period

22.01 (a) Where an employee is required to work an off-normal tour, she shall be paid a differential of 60 cents for each hour, or part thereof, which falls within the off-normal period.

(b) In addition to the payment received under subsection 22.01 (a), an employee shall be paid an amount of 60 cents for each hour, or part thereof, worked between 12:01 A.M. and 5:59 A.M. on any day.

22.02 A differential shall not be paid for:

- (a) the period for which an employee is being paid on an overtime basis,
- (b) paid absence from duty.

Premium Pay for Change in Tour of Duty

22.03 (a) If an employee is given less than six (6) days' notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.

(b) If a part-time employee is given less than six (6) days' notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is short of the six (6) day notice requirement.

(c) If a part-time employee has not been given 48 hours' notice of the cancellation or reduction of her scheduled hours on any day, she shall be paid at her basic rate of pay, for half of the number of hours so scheduled for that day but cancelled by management.

22.04 Where the change in tour is made at the employee's request, she shall be paid on a straight time basis.

22.05 Where the change in tour is made in accordance with Section 24.10, no premium shall apply for the change in tour.

Premium Pay for Consecutive Saturdays Worked

22.06 An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one-half day (3 3/4 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

22.07 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials, is higher than her basic rate of pay.

Sunday Premium Pay

22.08 An employee who is required to work a scheduled tour, any period of which falls between midnight Saturday and midnight Sunday, shall be paid Sunday Premium Pay. Sunday Premium Pay is one-half time extra for the time worked in this period except that where the employee has not been given 48 hours' notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day.

22.09 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of the differentials provided in Section 22.01, and the special compensation provided in Section 22.10, is higher than her basic rate of pay.

Christmas Eve and New Year's Eve - Special Compensation

22.10 Where an employee is required to work on Christmas Eve or New Year's Eve, she shall be paid straight time extra for time worked between the hours of 6:00 P.M. and 12:00 Midnight.

LIST OF CLERICAL AND ASSOCIATED
OCCUPATIONS

SALARY GROUP C

Associate -

Administrative Support
Assignment Centre
Budget & Results
Communications
Computer Aided Design
Computer Control
Contracts
Corporate Financial
Results & Reports
Data Analysis
Equipment & Facilities
Assignment
Human Resources
Information Processing
Machine Operation
Mail & Office Routines
Materiel Administration
Public Communications
Services Support
Public Affairs
Reception
Right of Way
Service Centre Control
Traffic Studies
Verification
Word Processing
Workforce Planning

Client Representative -

Customer interview
Market Support
Payroll Office

**Public Communications
Technician**

SALARY GROUP B

Associate -

Billing
Business Service
Coordination
Computer Support
Control Centre
Control Centre Administrative
Support
Creative & Artistic Design
Services
Materiel
Network Administration
Network Surveillance Centre
Research

Client Representative -

Billing Inquiries
Cable Location
Consumer Market
Phonecentre Sales
Repair
Revenue & Assets Recovery
Sales & Service Support

APPENDIX A

**LIST OF CLERICAL AND ASSOCIATED
OCCUPATIONS (Cont'd)**

SALARY GROUP A

Associate -

Access Network Coordination
Circuit Design
Computer Applications Support
Design
Provisioning
Switching Translations

Client Representative -

Business Market
Business Market Operations

Senior Associate

APPENDIX C

SALARY GROUPS
WEEKLY AND HOURLY BASIC RATES OF PAY

EFFECTIVE JULY 7, 1996

STEP	SALARY GROUP C		SALARY GROUP E		SALARY GROUP J	
	Wkly	Hrly	Wkly	Hrly	Wkly	Hrly
1	\$ 349.80	\$ 9.72	\$ 360.25	\$ 10.01	\$ 400.25	\$ 11.12
2	388.65	10.80	400.25	11.12	444.75	12.35
3	417.30	11.59	433.40	12.04	481.35	13.37
4	442.85	12.30	461.60	12.82	514.90	14.30
5	469.55	13.04	494.85	13.75	551.50	15.32
6	496.65	13.80	525.70	14.60	582.70	16.19
7	527.50	14.65	562.50	15.63	620.30	17.23
8	564.35	15.68	605.15	16.81	661.35	18.37
9	600.80	16.69	647.35	17.98	707.50	19.65
10	670.00	18.61	705.00	19.58	771.00	21.42

NOTE: The interval between Steps 1 to 9 shall be six months.
The interval between Steps 9 to 10 shall be twelve months.

APPENDIX C

SALARY GROUPS WEEKLY AND HOURLY BASIC RATES OF PAY

EFFECTIVE MARCH 31, 1997

STEP	SALARY GROUP C		SALARY GROUP B		SALARY GROUP A	
	Wkly	Hrly	Wkly	Hrly	Wkly	Hrly
1	\$ 352.80	\$ 9.79	\$ 368.20	\$ 10.23	\$ 405.85	\$ 11.27
2	391.80	10.88	409.00	11.36	451.00	12.53
3	420.60	11.68	442.95	12.30	488.10	13.56
4	446.40	12.40	471.75	13.10	522.15	14.50
5	473.30	13.15	505.70	14.05	559.20	15.53
6	500.60	13.91	537.25	14.92	590.90	16.41
7	531.70	14.77	574.85	15.97	629.05	17.47
8	568.85	15.80	618.45	17.18	670.65	18.63
9	605.65	16.82	661.55	18.38	717.40	19.93
10	675.00	18.75	720.00	20.00	781.00	21.69

NOTE: The interval between Steps 1 to 9 shall be six months.
The interval between Steps 9 to 10 shall be twelve months.

APPENDIX C

SALARY GROUPS
WEEKLY AND HOURLY BASIC RATES OF PAY

EFFECTIVE MARCH 31, 1998

STEP	SALARY GROUP C		SALARY GROUP B		SALARY GROUP A	
	Wkly	Hrly	Wkly	Hrly	Wkly	Hrly
1	\$ 353.90	\$ 9.83	\$ 373.35	\$ 10.37	\$ 426.15	\$ 11.84
2	393.15	10.92	414.75	11.52	473.55	13.15
3	425.75	11.83	449.15	12.48	512.50	14.24
4	453.45	12.60	478.35	13.29	548.25	15.23
5	486.10	13.50	512.80	14.24	587.15	16.31
6	516.40	14.34	544.75	15.13	620.45	17.23
7	552.55	15.35	582.90	16.19	660.50	18.35
8	594.45	16.51	627.10	17.42	704.20	19.56
9	635.90	17.66	670.80	18.63	753.25	20.92
10	692.10	19.23	730.00	20.28	810.90	22.53

NOTE: The interval between Steps 1 to 9 shall be six months.
The interval between Steps 9 to 10 shall be twelve months.