

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN **TELEPHONE**  
**EMPLOYEES'** ASSOCIATION

AND

BELL CANADA

COMMUNICATIONS SALES **EMPLOYEES**

EFFECTIVE AUGUST 23, 1990

## TABLE OF CONTENTS

Article		Page
	Preamble	1
1		2
2	<b>Discrimination</b>	2
3	Definitions	3
4	Deduction of Regular Dues	4,53
5	Employee Information	5
6	Notification to Association	5
7	<b>Employee Representatives</b>	6
8	<b>Time Allowance</b>	7,52
9	Meetings	9
10	Bargaining Procedure	10
11	Expenses	10
12	Management Rights	11
13	Safety and Health	11
14	Discipline	13,52
15	Grievances	13
16	Arbitration	19
17	Force Adjustment	21
18	<b>Technological Change</b>	21
19	<b>Rates of Pay</b>	22
20	Wage Administration	22,51,52
21	<b>Seniority</b>	24
22	Hours of Work	25,52
23	Overtime	27,52
24	<b>Holidays</b>	28,52
25	<b>Day Off with Pay</b>	30,52
26	Vacations	31,52,53
27	Sickness Absence	39,52
28	Leave for <b>Employees with Child Care Responsibilities</b>	39,52

## TABLE OF CONTENT'S (Cont'd)

<b>Article</b>	<b>Page</b>
29 Bereavement Leave	40,52
30 Transportation and Expenses	41
31 Northern Service	41
32 Cost of Living Allowance	42,55
33 Validity of Agreement	42
34 Cancellation of Previous Agreement	43
35 Duration	43
Witness Clause	44
<b>Appendix</b>	<b>Page</b>
A List of Occupations	45
B List of Localities	46
C Wage Schedules Non PAP Employees	47
D Wage Schedules RAP Employees 1990	48
E Results Achievement Program (RAP) - Memorandum of Agreement - Wage schedules, 1991-1993	49 57,58,59
Letter of Intent - Security Interviews	60
Letter of Intent - Pregnant Employees, VDT's	62

# ALPHABETICAL INDEX

	Page
Absence Due to Sickness or Quarantine	39,52
Adoption Leave	39,52
Agreement - Application	2
- Cancellation	43
- Copy to Each Employee	5
- Duration of	43
- Validity of	42
Arbitration	19
Bargaining Procedure	10
Bereavement Leave	40,52
Child Care Leave	39,52
Cost of Living Allowance	42,55
CTEA Business	
- Bar aining	10
- De8uction of Regular Dues	4,53
- Employee Representatives	6
- Expenses	10
- Meetings	9
- Notification to Association	5
- Time Allowance	7,52
Day off with Pay	30,52
Definitions	3,50
Discipline	13,52
Discrimination	2
Dues, Deduction of Regular	4,53
Duration	43
Employee - Definition	3
Employee information	5
Employee Representatives	6
Expenses and Transportation	41
Force Adjustment	21
Full-Time Employee	
- Definition	3
- Hours of Work	25,52

## ALPHABETICAL INDEX (Cont'd)

	Page
Grievances	13
Headquarters - Definition	4
Health and Safety	11
Holidays	
- Company	28
- During Vacations	34
- Pay	29,30,52
Hours of Work	25,52
Information - Employee	5
Job Titles	45
Letter of Intent	
- Pregnant Employees, VDT's	62
- Security Interviews	60
Localities - List of	46
Management Rights	11
Meetings	9
Northern Service	41
Northern Service - Definition	4
Notification to Association	5
Notification to CTEA Representative	6,7,61
Notification to Employee	60
Occupations - List of	45
Payment Methodology - RAP	51
- Overpayments	51
- Working Conditions	51
Overtime	27,52
Part-Time Employee	
- Definition	3
- Hours of Work	27
- Rates of Pay	22
Pay Days	23
Pregnant Employees, VDT's	62
Probationary Employee - Definition	4
Promotional Pay Treatment	24

## ALPHABETICAL INDEX (Cont'd)

	<b>Page</b>
Rates of Pay	22
Regular <del>Employee</del> - Definition	3
Regular Term <del>Employee</del> - Definition	3
Representative - Definition	4
Results Achievement Program (RAP)	49
- COLA	55
- Dues, Deduction of Regular	53
- Occupations	49
- Overpayments	51
- Payment Methodology	51
- Vacations	
- Pay	52
- Pay Adjustment	53
- Pay in Lieu	54
- <del>Wages</del>	
- <del>Base</del>	50,57,58,59
- Target	50,57,58,59
- Maximum	50,57,58,59
- Working Conditions	51
Safety and Health	11
SDO's	25,52
Security Interviews	60
Seniority	24
Sickness Absence	39,52
Supplemental Pregnancy Allowance	39
Technological Change	21
Temporary <del>Employee</del> - Definition	3
Temporary Work Assignments	24
Terminology - RAP	50
Time Allowance	7,52
Transportation and Expenses	41

## ALPHABETICAL INDEX (Cont'd)

Page

Vacations	
- Entitlement	31
- Year of Engagement	31,32
- Subsequent Years	33,34
- Less than a full year	34
- Holiday during	35,52
- Pay	35,53
- Pay adjustment	36,54
- Pay in Lieu of	35
- Period	62
VDT's, Pregnant Employees	
Wage Administration	23
- Pay Days	24
- Promotional Pay Treatment	24
- Temporary Work Assignments	22
- Wage Increases	
Wage Schedules	47
- Non RAP Employees	48
- RAP Employees 1990	57,58,59
- RAP Employees 1991-1993	44
Witness Clause	





## COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 19th day of September, 1990 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 noticdated the 22nd day of May, 1990 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 23rd day of August, 1988:

- (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, and
- (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 masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

**ARTICLE 3  
DEFINITIONS**

**3.01** For purposes of this Agreement,

- (a) "Employee" means a person employed by Sell 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) exercises management functions.
- (b) "Regular Employee" means an employee whose employment is reasonably expected to continue for 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 twelve (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 one (1) year.
- (e) "Full-Time Employee" means an employee who is normally required to work the basic hours of work.
- (f) "Part-Time Employee" means an employee who is normally required to work less than the basic hours of work.

- (g) "Probationary Employee" means an employee having less than six (6) months of net credited service.
- (h) "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.
- (i) "Headquarters" means a locality listed in Appendix B in or from which an employee normally works.
- (j) "Northern Service" means any assignment of an employee to work in a specified isolated and remote location for a continuous period of at least one (1) month. The Company may treat as Northern Service, assignments to such locations for periods of less than one (1) month.

#### 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 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** 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.

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

**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 on an annual basis! to designated Officers of the Association, a list showing the names and net credited service date of all employees eligible for membership in the Association and on the payroll on December 31st of each year.

**6.02** The Company will also provide monthly, a list of names and the net credited service date of all eligible employees added, deleted or changed from the annual list.

**ARTICLE 7  
EMPLOYEE REPRESENTATIVES**

**7.01** The number of Representatives shall not exceed **35**. The Association agrees to notify the Company of the name of each Representative and of the Company operating unit in which he acts as a Representative. A Representative shall not act as such during working time until the Company has been notified of his appointment.

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

**7.03** 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.

**7.04** Subject to the provisions of Section 7.05, the Company agrees to give as much prior notice as circumstances permit to the Representative of the employee concerned of any contemplated dismissal, or suspension, or demotion.

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

**ARTICLE 8**  
TIME ALLOWANCE

**8.01** The Company agrees that:

- (a) An employee who has, or believes he has a grievance may confer with his Representative or with management during his 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 his 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 the Company on behalf of the Association, during his 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 his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

**8.02** (a) The Association shall transmit in writing to the Company the names of those Representatives, which includes District Chairmen, responsible for submitting to the Association's Bargaining Committee the proposed demands of employees. Such Representatives may attend pre-bargaining meetings held by the Association for such purpose 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 two days, three days in the case of District Chairmen, from their regularly scheduled tours of duty, provided that the Company is given the name of each Representative at least two 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 Representatives calculated together shall not exceed 50 days.

**8.03** An authorized bargaining Representative of the Association may have time off from work during his 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 his 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 his 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 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 for the Company and seven 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 Company agrees that any exercise of these rights and 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 his 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 three (3) members who are representatives of the Association, one of whom being the CTEA Director - Occupational Safety and Health, and of three (3) members who are representatives 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 with any documentation dealing with these issues.

**ARTICLE 14**  
**DISCIPLINE**

**14.01** No employee shall be suspended, dismissed or demoted for disciplinary reasons except for just cause.

**14.02** Notwithstanding Section 14.01, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable.

**ARTICLE 15**  
**GRIEVANCES**

**15.01** (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 15.04 to 15.15 inclusive. Each grievance shall be presented to the Company within 30 days from the occurrence on which such grievance is based.

**15.02** "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 24.01.

**15.03** 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 1

**15.04** Where a grievance is handled by the Association at the employee's request, the employee's Representative 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 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**

**15.05** 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 days of the disposition of the matter at Step 1. That Manager shall have five 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**

**15.06** 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 ten days of the disposition of the matter at Step 2. That Manager shall have ten 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 4**

**15.07** (a) Where a grievance concerning the interpretation, administration, application or alleged violation of a provision of the Agreement has not been settled at Step 3, it shall be submitted by the District Representative or other representative designated by the Association, to the Manager of the fourth (4th) level of management, or to the Department Head, as the case may be, having jurisdiction over the grievor(s), within 20 days of the disposition of the matter at Step 3. That Manager shall have 20 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) Where a grievance, other than one described in subsection 15.07 (a), has not been settled at Step 3, it shall be submitted by the District Representative, or other representative designated by the Association, to the Manager of the fourth (4th) level of management having jurisdiction over the grievor(s), within 20 days of the disposition of the matter at Step 3. That Manager shall have 20 days following 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 5

**15.08** (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 4, 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 4. 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 15.08 (a) (1), has not been settled at Step 4, 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 disposition of the matter at Step 4. The Department Head, 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.

**15.09** Where within a Department one management level mentioned in Sections 15.04 to 15.07 inclusively 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**

**15.10** 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 which shall be filed at Step 3 and signed on behalf of the Association by the District Representative from that District, and shall be identified as a Policy Grievance. If the matter grieved

is of broader application than a district, the Association may file a grievance at Step 4. Such grievance shall be signed by an Officer of the Association and shall be identified as a Policy Grievance. Such grievances shall be processed in accordance with the relevant provisions of Sections 15.06, 15.07 and 15.08.

**15.11** 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 Sections 15.07 and 15.08 will be read and construed with necessary changes.

#### **Time Limits**

**15.12** 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.

**15.13** 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.

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

#### **General**

**15.15** 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.

**15.16** The right of the individual employee or a group of employees to settle his(their) grievance(s) 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 16 ARBITRATION**

**16.01** 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 calendar days after the disposition of the matter by the Company in accordance with subsection 15.08 (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.

**16.02** 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 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.

**16.03** 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.

**16.04** 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.

**16.05** 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.

**16.06** 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 17**  
**FORCE ADJUSTMENT**

**17.01** 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.

**17.02** 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.

**17.03** 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 18**  
**TECHNOLOGICAL CHANGE**

**18.01** 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 19**  
**RATES OF PAY**

**19.01** The rates of pay for the occupations covered by this Agreement are set forth in Appendices C, D and E.

**19.02** Rates of pay for the occupations of Sales Associate, Sales Representative and Account Executive are contained in Appendix D. Effective January 1, 1991, the Results Achievement Program shall apply to these occupations and the new method of remuneration is contained in the wage schedules of Appendix E.

**19.03** The rates of pay for occupations other than those covered under Section 19.02 are set forth in Appendix C.

**19.04** 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 20**  
**WAGE ADMINISTRATION**

**Wage Increases**

**20.01** The time interval from one step to the next on the wage schedules shall be six (6) months.

**20.02** 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.

**20.03** 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 schedules in Appendices C, D and E, or may be deferred for a period determined by the Company.

**20.04** Where an employee's wage increase is deferred, or his rate of pay is reduced, he shall be informed of the reasons for such action.

**20.05** Increases or decreases in the rates of pay shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.

**20.06** 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.

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

#### Pay Days

**20.08** An employee shall be paid every alternate Wednesday at his rate of pay for the two-week period ending on that day and for overtime work and other additions in pay for the immediately preceding

two-week period. Pay will be adjusted for unpaid absences which occurred during such earlier two-week period.

#### **Promotional Pay Treatment**

**20.09** (a) On promotion an employee shall move to the rate of pay in the appropriate wage schedule which shall result in a new rate of pay which is closest to, but no less than, 5% greater than his rate of pay immediately prior to the date of promotion.

(b) The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the schedule of the new occupation, provided that such credit shall be limited to six (6) months.

#### **Temporary Work Assignments**

**20.10** Where an employee is temporarily assigned to a higher rated occupation for a period in excess of one (1) week, and where he is required to assume all the responsibilities of the higher rated occupation, pay treatment for the period of such temporary assignment shall be in accordance with Section 20.09.

### **ARTICLE 21 SENIORITY**

**21.01** 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 him, to the extent that in its judgment circumstances will permit, having due regard to Company operations.



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

## **ARTICLE 22 HOURS OF WORK**

### **Full-Time Employees**

**22.01** The basic hours of work per day for a full-time employee shall be 7 1/2 hours, ~~except~~ where the work week is spread ~~over six days in accordance~~ with Section 22.02.

**22.02** The basic hours of work ~~per week~~ for a full-time employee shall be **36** hours on the basis of a five day week. However, the Company ~~reserves~~ the right to spread the basic hours of work over six days when and where it considers necessary.

**22.03** Except as otherwise provided in ~~Sections 22.04 and 22.05~~, the time represented by the excess of basic daily hours worked in a ~~designated~~ ten-week period over the basic weekly hours in that period shall be cumulated to ~~permit~~ granting compensating time off in the following ~~designated~~ ten-week period in accordance with the following:

(a) For ~~qualifying~~ purposes, each designated ten-week period shall be divided into two segments of five weeks.

(b) An employee who works the basic hours on at least 13 days in a five-week segment shall be entitled to one full day off with pay in the following designated ten-week period.

(c) An employee who works the basic hours on fewer than 13 days in a five-week segment shall be entitled to one-half day off with pay in the following designated ten-week period,

(d) The Company may schedule the entitlement earned in the two qualifying five-week segments, either separately or consecutively.

(e) The day(s) or half day (s) off granted in accordance with subsections 22.03 (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 period.

**22.04** (a) Notwithstanding the scheduling provisions of Section 22.03, management may, at any time, if so required, decide to schedule for each employee up to five full days off with pay to be taken outside the designated ten-week period but within the five scheduling periods following the end of such designated ten-week period.

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

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

**22.06** Where an employee is required to work on the day scheduled for compensating time off, he shall be paid in accordance with Section 23.01.

**22.07** 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 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**

**22.08** The hours of work for employees who are required to work less than the basic hours shall be determined by the Company.

**ARTICLE 23  
OVERTIME**

**23.01** An employee who is required to work one-half hour or more in excess of the basic hours for the day, or for the week, shall receive payment at the employee's hourly rate multiplied by one and one-half times the excess hours worked.

**ARTICLE 24**  
**HOLIDAYS**

**24.01** The following shall be recognized as Company holidays:

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

10

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

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

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

**24.05** 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.

**24.06** 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 the provisions of Section 24.10, outside the period of the annual vacation at a time determined by the Company.

**24.07** Notwithstanding the provisions of Sections 24.05 and 24.06, 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 his weekly schedule, shall be granted the day off with pay on the Monday immediately following.

#### Pay for Work on a Holiday

**24.08** (a) Where a full-time employee is required to work on a Company holiday which is included in his scheduled work week, he

(i) shall be paid at his 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 his basic hours for the day.

(b) In addition, he shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday.

**24.09** Where an employee is required to work on a Saturday holiday as a day outside his scheduled work week, he shall be paid on an overtime basis for the time worked and shall be granted another day off with pay as provided in Section 24.08.

#### Pay for Holiday not Worked

**24.10** Where an employee is not required to work on a Company holiday which is included in his schedule work week, he shall be granted the day off with pay, at his basic rate of pay for that day.

### ARTICLE 25 D A Y O F F W I T H P A Y

**25.01** In addition to the holidays stipulated in Section 24.01, each employee in the employ of the Company on December 1st shall be granted a day off with pay, on a day determined by the Company.

**25.02** The day off with pay shall be granted during the period from December 1 st to the 15th of January of the following year.

**25.03** Where an employee cannot be granted a day off in that period, he shall be paid one additional day's pay.

**ARTICLE 26**  
**VACATIONS**

**Entitlement In Year of Engagement or Re-Engagement**

**26.01** An employee, in the year he 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**

**26.02** An employee, in the years subsequent to his 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 he 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	2
3	3
10	4
20	5
25	6

Effective In **1991** Vacation Year

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

**26.03** 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 26.04, or rescheduling under the provisions of Section 26.10.

**26.04** 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.



**26.05** Notwithstanding the provisions of Section **26.02**, 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	2 weeks	3 weeks	4 weeks	5 weeks	6 weeks
Number of Days' Vacation Entitlement for each month during which an employee accumulates 15 or more days of net credited service	1 Day per Month	1.5 Days per Month	2 Days per Month	2.5 Days per Month	3 Days per Month
Maximum Days Vacation for the Year	10 Days	15 Days	20 Days	25 Days	30 Days

Effective In 1991

Full Vacation Entitlement Based on Employee's Net Credited Service	3 weeks	4 weeks	5 weeks	6 weeks
Number of Days' 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
Maximum Days Vacation for the Year	15 Days	20 Days	25 Days	30 Days

**26.06** 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.

**26.07** Vacation schedules shall be prepared each year by the Company with due consideration to seniority, provided however, 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. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

**26.08** An employee shall not normally have the right to carry forward all or part of his vacation from one vacation period to another, or to take vacation entitlement applicable to two (2) calendar years consecutively.

**26.09** "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.

**26.10** 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.

**26.11** An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practice; but vacation pay for an employee, each year, shall not be less than 2% of his earnings in the calendar year for which the vacation is given, for each week of vacation.

**Effective January 1, 1991**

An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practice; but vacation pay for an employee, each year, shall not be less than 2% of his 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 he shall also receive 4% on any difference between his total earnings in the calendar year for which the vacation is given and his basic pay for the calendar year

or

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

**26.12** 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 he will be on vacation.

**26.13** An employee entitled to four (4) weeks or more of vacation, may request that he be granted pay for any or all weeks of entitlement in excess of three (3) weeks, in lieu of actually taking such vacation. Granting such a request will be at the Company's discretion.

#### **Pay in Lieu of Vacation**

**26.14** Where an employee resigns, is laid off, is dismissed or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner set forth in Sections 26.15 to 26.17 inclusive.

**26.15** An employee with less than one year's net credited service shall be granted 4% of his 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.

**26.16** An employee with one or more years of net credited service 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 Earnings for the Year to Which the Vacation Applies</u>
2 weeks	4%
<b>3 weeks</b>	6%
<b>4 weeks</b>	8%
5 weeks	10%
6 weeks	12%

**Effective January 1, 1991**

<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 he shall also receive 4% on any difference between his total earnings in the calendar year for which the vacation is given and his basic pay for the calendar year

or

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

**26.17** The amount of pay in lieu of vacation to be granted in accordance with Section 26.16 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 he left the Company's service.

**ARTICLE 27**  
**SICKNESS ABSENCE**

**Absence Due to Sickness or Quarantine Prior To The Eighth Full Calendar Day of Absence**

**27.01** Subject to the Company's practices, as established from time to time, the Company agrees to grant full pay to employees absent due to their sickness or quarantine, prior to the eighth full calendar day of such absence.

**27.02** An employee is not entitled to any pay provided under this Article for any day in which he is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

**ARTICLE 28**  
**LEAVE FOR EMPLOYEES**  
**WITH CHILD CARE RESPONSIBILITIES**

**28.01** 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.

**28.02** 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.

**ARTICLE 29**  
**BEREAVEMENT LEAVE**

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

**29.02** An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, of the father or mother of his common-law spouse, or other relative residing in the same permanent residence as does the employee, bereavement leave of up to three days with pay from his scheduled tours of duty that occur during the five days immediately following the day of death.

**29.03** The Company may extend the periods of bereavement leave provided for in Sections 29.01 and 29.02 to a maximum of five days with pay from his scheduled tours of duty that occur during the seven days immediately following the day of death, when it is necessary for the employee to leave the city in which he is employed.

**29.04** An employee shall be granted, in the event of the death of his grandparent, one day bereavement leave with pay, from one of his scheduled tours of duty that occur during the five days immediately following the day of death.



**ARTICLE 30**  
**TRANSPORTATION AND EXPENSES**

**Transportation**

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

**30.02** Where an employee is required to work outside his headquarters, the Company shall pay approved transportation expenses to and from the locality in which he is required to work.

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

**Board and Lodging**

**30.04** The Company shall pay the necessary board and lodging expense of an employee during the period he is required to work outside his headquarters.

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

**ARTICLE 31**  
**NORTHERN SERVICE**

**31.01** Notwithstanding any other provision in this Agreement, in the case of any employee assigned to

Northern Service, his wages, hours of work and working conditions shall be in accordance with Company practice.

### **ARTICLE 32** **COST OF LIVING ALLOWANCE**

**32.01** If the August 1993 Consumer Price Index (C.P.I.) exceeds the C.P.I. for August 1992 by more than 6.5%, then all rates of pay in effect on October 31, 1993 will be increased effective in November 1993 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 6.5%.

**32.02** The C.P.I. used for purposes of this Article shall be the C.P.I. - Canada All Items (1981 = 100) as published by Statistics Canada or any successor Department or Agency.

**32.03** Should the C.P.I. be amended or discontinued prior to September 1993, the parties agree to consult to determine a means to give effect to the intention of this Article.

### **ARTICLE 33** **VALIDITY OF AGREEMENT**

**33.01** 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 34**  
CANCELLATION OF PREVIOUS AGREEMENT

**34.01** This Agreement, from its effective date, supersedes and cancels the Collective Agreement between the Company and the Association, applying to employees as defined in its Article 3 and dated the 23rd day of August, 1988.

**ARTICLE 35**  
DURATION

**35.01** This Agreement shall apply retroactively to August 23, 1990, except as otherwise herein provided, and shall remain in full force and effect up to and including December 31, 1993.

**35.02** This Agreement, unless terminated at the expiry of the said term by written notice given by either party to the other at least sixty (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 sixty (60) days prior written notice given by either party to the other.

**35.03** Notice to terminate under this Article shall be effectively given if addressed by the Company to the Secretary of the Canadian Telephone Employees' Association, Place du Canada, Room 360, 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 sixty (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 19th day of September, 1990.

Bell Canada

**Canadian Telephone  
Employee's Association**

Linda Terrill  
Director of  
Industrial Relations  
(CETA)

Michèle Charbonneau

Joanne Moore

Guy Thivierge  
Regional Bargainer

**Michel Savard**

Ray J. Byrne  
Regional Bargainer

Cameron Stuart

its duly authorized  
bargaining representatives

APPENDIX A

LIST OF OCCUPATIONS

COMMUNICATIONS SALES EMPLOYEES

Sales Associate

Public Communications Associate

Phone Power Communications Associate

Sales Representative

Public Communications Representative

Phone Power Communications Representative

Account Executive

APPENDIX B

LIST OF LOCALITIES

Barrie	Kingston	Québec
Belleville	Kitchener	
Brantford		St. Catharines
Brockville	London	St-Hyacinthe
		St-Jean
Chatham	Montreal	St-Jérôme
Chicoutimi		Sarnia
Cornwall	North Bay	Sault-Ste-Marie
		Sherbrooke
Granby	Oshawa	Stratford
Guelph	Ottawa	Sudbury
	Owen Sound	
Hamilton		Thunder Bay
Hull	Peterborough	Toronto
		Trois-Rivières
		Valleyfield
		Windsor

**APPENDIX C**

**WAGE SCHEDULE 1 - MONTHLY RATES  
PUBLIC COMMUNICATIONS ASSOCIATE  
PHONE POWER COMMUNICATIONS ASSOCIATE**

Step	Effective August 23, 1990	Effective Jan. 1, 1992	Effective Jan. 1, 1993
1	\$2345	\$2472	\$2608
2	2459	2592	2735
3	2574	2713	2862
4	2690	2835	2991
5	2804	2955	3118
6*	2902	3059	3227
7	3134	3319	3518

**WAGE SCHEDULE 2 - MONTHLY RATES  
PUBLIC COMMUNICATIONS REPRESENTATIVE  
PHONE POWER COMMUNICATIONS REPRESENTATIVE**

Step	Effective August 23, 1990	Effective Jan. 1, 1992	Effective Jan. 1, 1993
1	\$2806	\$2956	\$3121
2	2943	3102	3273
3	3087	3254	3433
4	3256	3442	3591
5	3455	3642	3842
6*	3653	3850	4052
7	3927	4159	4409

\* Maximum rates for Public Communications Associates and Public Communications Representatives.

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

**APPENDIX D**

**WAGE SCHEDULE 3 - MONTHLY RATES**

SALES ASSOCIATE		SALES REPRESENTATIVE		ACCOUNT EXECUTIVE	
Step	Effective from Aug. 23, 1980 to Dec. 31, 1980	Step	Effective from Aug. 23, 1980 to Dec. 31, 1980	Step	Effective from Aug. 23, 1980 to Dec. 31, 1980
1	\$2345	1	\$2805	1	\$3285
2	2459	2	2943	2	3486
3	2574	3	3087	3	3696
4	2690	4	3266	4	3916
5	2804	5	3455	5	4187
6	2902	6	3653	6	4384
7	3134	7	3927		

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



**RESULTS ACHIEVEMENT PROGRAM**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**BELL CANADA**  
**AND**  
**CANADIAN TELEPHONE EMPLOYEES'**  
**ASSOCIATION**  
**COMMUNICATIONS SALES EMPLOYEES**

This confirms the understanding reached between the parties to this Memorandum, which constitutes an integral part of this Collective Agreement, relative to the Introduction, on January 1, 1991, of the Results Achievement Program. This Program contains a method of remuneration that establishes a direct relationship between an employee's level of remuneration and his results to objectives. For the Account Executive occupation only, an Account Planning Assessment shall also be a remuneration criteria. The Results Achievement Program shall apply to Communications Sales employees working in the following occupations:

Sales Associate  
Sales Representative  
Account Executive

## APPENDIX E

### TERMINOLOGY

- "base" wages represent wages paid for results to year-end objectives between 0-80%.
- "target" wages represent an employee's wage entitlement when:
  - \* the employee has met 100% of results to year-end objectives and, in the case of the Account Executive occupation, the employee has met 5.0 points on each of the quarterly Account Planning Assessments.
- "maximum" wages represent an employee's wage entitlement when:
  - the employee has met 150% of results to year-end objectives and, in the case of the Account Executive occupation, the employee has met 10.0 points on each of the quarterly Account Planning Assessments.

Furthermore when an employee attains levels of results not defined above i.e. between "base" and "target" or between "target" and "maximum", his wage entitlement will be as outlined in applicable Company practices.

## APPENDIX E

### PAYMENT METHODOLOGY

An employee's bi-weekly pay shall be based on the target wage. Results to objectives shall be reconciled at year-end and, for the Account Executive occupation, the Account Planning Assessment shall be reconciled quarterly.

Pay adjustments maybe required on paycheques to reflect either overachievement or deduction of overpayments.

### OVERPAYMENTS

The parties recognize that overpayments could result from the above-described payment methodology and agree that such overpayments shall be deducted by the Company on subsequent paycheques.

It is further agreed that, where such a deduction is made on an employee's paycheque, the amount left on the paycheque will never be less than the employee's base salary.

### ADMINISTRATION OF WORKING CONDITIONS UNDER THE RESULTS ACHIEVEMENT PROGRAM

The provisions of the Collective Agreement shall continue to apply to employees covered by the Results Achievement Program. Specific treatment as well as appropriate modifications to some provisions of the Collective Agreement are described below.

## APPENDIX E

### Paid Time

Throughout the year an employee will receive ~~target~~ salary treatment for all paid working conditions ~~listed~~ below and/or those contained in Company practices.

Article 8 TIME ALLOWANCE  
14 SUSPENSION WITH PAY  
22 HOURS OF WORK (SDO's)  
23 OVERTIME  
24 HOLIDAYS  
25 DAY OFF WITH PAY  
26 VACATIONS (including pay for vacation  
and pay in lieu of  
vacation)  
27 SICKNESS ABSENCE  
29 BEREAVEMENT LEAVE

- Unpaid Time

Throughout the year deductions for unpaid time off the job will be calculated on Base salary in the circumstances listed below and/or as described in Company practices.

SUSPENSION WITHOUT PAY  
LEAVES OF ABSENCE  
MISCELLANEOUS UNPAID TIME.

## APPENDIX E

### Other

#### TERMINATION ALLOWANCES

Payments of termination allowances shall be calculated on base salary.

#### DEDUCTION OF REGULAR DUES

For the purposes of Article 4 - Deduction of regular dues, the term "pay" shall mean the target salary as contained in the wage schedules of this Appendix.

### MODIFICATIONS TO COLLECTIVE AGREEMENT PROVISIONS

#### **Article 26 - Vacations**

Section 26.11 shall be replaced by the following:

An employe shall be paid during vacation at his target rate of pay determined in accordance with Company practice; but vacation pay for an employe, each year, shall not be less than 2% of his reconciled wages up to target salary in the calendar year for which the vacation is given, for each week of vacation

and in addition,

APPENDIX E

(i) if the employe~~e~~ has less than six (6) years net credited service he shall also receive 4% on any difference between his total earnings in the calendar year for which the vacation is given and his reconciled wages up to target salary for the calendar year

or

(ii) if an employe~~e~~ has six (6) or more years net credited service he shall also receive 6% on any difference between his total earnings in the calendar year for which the vacation is given and his reconciled wages up to target salary for the calendar year.

Section 26.16 shall be replaced by the following:

An employe~~e~~ with one (1) or more years of net credited service 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 Reconciled Wages up to Target Salary for the Year to which the Vacation Applies</u>
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

APPENDIX E

and in addition,

- (i) if an employee has less than six (6) years net credited service he shall also receive 4% on any difference between his total earnings in the calendar year for which the vacation is given and his reconciled wages up to target salary for the calendar year

or

- (ii) if an employee has six (6) or more years net credited service he shall also receive 6% on any difference between his total earnings in the calendar year for which the vacation is given and his reconciled wages up to target salary for the calendar year.

**Article 32 - Cost of Living Allowance**

Article 32 shall be replaced by the following:

32.01 If the August 1993 Consumer Price Index (C.P.I.) exceeds the C.P.I. for August 1992 by more than 6.5%, then all base rates of pay in effect October 31, 1993, will be increased, effective in November 1993, by a percentage figure calculated on the target rates of pay in effect on October 31, 1993.

APPENDIX E

This percentage figure shall be equal to the difference between the percentage increase in the C.P.I. and 6.5%.

Michèle Charbonneau

Linda Terrill

Joanne Moore

Guy Thivierge

Michel Savard

Ray J. Byrne

Cameron Stuart

---

For the Company

---

For the Association



**WAGE SCHEDULE 4 - MONTHLY RATES  
SALES ASSOCIATE**

Effective up to Dec. 31, 1990	Step	Effective Jan. 1, 1991		
		Base	Target	Maximum
\$2346	1	\$2367	\$2345	\$2521
2459	2	2387	2459	2648
2574	3	2477	2574	2768
2690	4	2569	2690	2892
2804	5	2699	2804	3014
2902	6	2793	2902	3120
3134	7	3019	3134	3364

Step	Effective Jan. 1, 1992		
	Base	Target	Maximum
1	\$2314	\$2472	\$2768
2	2428	2592	2924
3	2538	2713	3061
4	2653	2835	3199
5	2765	2955	3333
6	2883	3089	3461
7	3110	3319	3737

Step	Effective Jan. 1, 1993		
	Base	Target	Maximum
1	\$2376	\$2608	\$3072
2	2491	2735	3223
3	2607	2862	3372
4	2724	2991	3525
5	2840	3118	3674
6	2939	3227	3803
7	3209	3516	4138

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

**WAGE SCHEDULE 5 - MONTHLY RATES  
SALES REPRESENTATIVE**

Effective up to Dec. 31, 1990	Step	Effective Jan. 1, 1991		
		Base	Target	Maximum
\$2806	1	\$2701	\$2806	\$3016
2943	2	2832	2943	3165
3087	3	2971	3087	3319
3266	4	3144	3266	3510
3455	5	3325	3455	3715
3653	6	3516	3653	3927
3927	7	3781	3927	4219

Step	Effective Jan. 1, 1992		
	Base	Target	Maximum
1	\$2769	\$2958	\$3336
2	2903	3102	3500
3	3045	3254	3672
4	3222	3442	3882
5	3408	3642	4110
6	3603	3850	4344
7	3895	4159	4687

Step	Effective Jan. 1, 1993		
	Base	Target	Maximum
1	\$2843	\$3121	\$3677
2	2981	3273	3857
3	3126	3433	4047
4	3308	3631	4277
5	3499	3842	4528
6	3699	4082	4788
7	4020	4409	5187

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

**WAGE SCHEDULE 6 - MONTHLY RATES  
ACCOUNT EXECUTIVE**

Effective up to Dec. 31, 1990	Step	Effective Jan. 1, 1991		
		Base	Target	Maximum
\$3288	1	\$3164	\$3288	\$3536
3488	2	3355	3488	3748
3696	3	3557	3696	3974
3916	4	3769	3916	4210
4187	5	4029	4187	4503
4384	6	4222	4384	4708

Step	Effective Jan. 1, 1992		
	Base	Target	Maximum
1	\$3243	\$3468	\$3812
2	3438	3674	4146
3	3648	3896	4386
4	3863	4127	4655
5	4129	4413	4981
6	4349	4643	5231

Step	Effective Jan. 1, 1993		
	Base	Target	Maximum
1	\$3330	\$3657	\$4311
2	3530	3876	4569
3	3743	4110	4844
4	3966	4354	5130
5	4240	4656	5488
6	4489	4922	5788

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

## LETTER OF INTENT

Bell Canada  
1050, côte du Beaver Hall  
Montreal (Quebec) H2Z 1 S4

Miss Monique Gamache  
Vice-President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal, Québec  
H3B 2N2

Subject: Security **Interviews**

Dear Miss Gamache:

This is to confirm our understanding with respect to interviews conducted by representatives of the Security Department with employees covered by the Communications Sales Employees bargaining unit.

The Company agrees that an employee's manager will inform him, prior to any Security interview, that he 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.

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,

L.M. Terrill  
Director of Industrial Relations (CTEA)

LETTER OF INTENT

Bell Canada  
1050, côte du Beaver Hall  
Montreal (Québec) H2Z 1S4

Miss Monique Gamache  
Vice-President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montréal, Québec  
H3B 2N2

Dear Miss Gamache:

This will confirm the understanding between Bell Canada and the Canadian Telephone Employees' Association, respecting Communications Sales Employees, that:

1. Any regular full-time or regular part-time employee who is pregnant, who is regularly scheduled to work with video display terminals (V.D.T.) and who does not wish to work with V.D.T.'s during the remainder of her pregnancy may, subject to the conditions expressed in this understanding, elect either of the following two (2) options:

- A) Be assigned other work in the bargaining unit, in accordance with paragraph 2 of this understanding, 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 28 of the Collective Agreement between the parties dated August 23, 1990, 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 21 and 30 of the Collective Agreement between the parties, and
  - B) Shall choose her vacation and SDO's 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 28 of the Collective Agreement and pursuant to the associated Company practices must do so in accordance with the provisions of that Article and of those practices. (For greater clarity, this means that an employee must make the application required in Article 28 of the Collective Agreement and in the associated practices, 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 understanding.

**L.M. Terrill**  
Director of Industrial Relations (CTEA)