



COLLECTIVE AGREEMENT
BETWEEN
TELEGLOBE CANADA INC.
AND
CANADIAN OVERSEAS
TELECOMMUNICATIONS UNION

effective

June **30, 1994** to December **31**

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* Indicates a change in article
** Indicates a new article

PREAMBLE

AN AGREEMENT

Made at Montreal, Province of Quebec, between **Teleglobe** Canada Inc., a Canadian commercial corporation, having its Head Office and principal place of business in the city and District of Montreal, in the Province of **Québec**, hereinafter called the «**Corporation**» and Canadian Overseas Telecommunications Union, hereinafter referred to as the «**Union**» bargaining agent in accordance with the Canada Labour Relations Board decision rendered **22 December, 1988**,

Whereas the Corporation and the Union acting for and on the behalf of the following employees, to wit, those members of the Corporation's staff in Canada working in the jobs covered by the above-mentioned certification, have negotiated and entered into a Collective Agreement covering salary rates and conditions of service of the said employees, the whole upon and subject to the terms and conditions hereinafter set forth.

Now, therefore, this Agreement **witnesseth** that the parties hereto, for and in consideration of the mutual **convenants** and agreements herein contained have agreed and hereby agree as follows:

**** STATEMENT OF PRINCIPLE**

As partners, the Corporation and the Union **re-****recognize** the need to take steps to improve **Tele-****globe Canada Inc.**'s competitive position in a context of market **globalization** and international competition.

It is in this spirit that the partners have agreed to work together on a study of operating procedures, equipment, systems and training requirements with a view to reducing operating costs, improving service quality and enhancing employee productivity. As this study is being conducted, the parties may, if they consider it necessary, seek the advice of external consultants at the Corporation's expense. It is also understood that this cooperative effort will be pursued in compliance with the working conditions set forth in the collective agreement. However, the Union agrees to amend the collective agreement if necessary, subject to ratification by its members, in order to implement any agreements reached by the partners in the course of the study.

The parties agree that work shall begin no later than sixty (60) days after the signing of this collective agreement.

DEFINITIONS

Wherever the masculine is used in this Agreement, the feminine is equally applicable.

For purposes of interpretation of the provisions of this collective agreement, unless the context require otherwise, the following terms mean:

- 1) Seniority
The term «**seniority**» refers to the period of service spent in a job covered by this Agreement. However for the purpose of this definition International Operators/ Telecommunications promoted Customer Service Officers, Network Traffic Controllers reclassified Customer Service Officers and Certified Tradesmen promoted to Certified Maintenance Technicians shall see their seniority continue to accumulate as though appointed to the same job.
- 2) Employment conditions
All terms and conditions contained in the collective agreement.
- 3) Length of service
Length of service is defined as the years of employment with the Corporation, with the Teleglobe Canada Corporation and Canadian Overseas Telecommunications Corporation, plus the years of employment acquired with a predecessor company by whom the employee was employed up to the time of his transfer to the Corporation as at June 7, 1950.
- 4) Job
The term «**Job**» refers to a general class of work which an employee is hired or appointed to perform. Jobs are listed in Article 17.
- 5) Employee
The term «**Employee**» refers to a person working for the Corporation in a «**Job**» covered by this Agreement.

- 6) **** Temporary employee**
Refers to a person hired for a period of time determined in accordance with the provisions of Paragraph 4.8.
- 7) Fiscal Year
The term «**Fiscal Year**» refers to one year commencing April 1st of one calendar year and ending March 31st of the following calendar year.
- 8) Work schedule
The term «**Work** schedule, refers to the cyclic distribution of work days and/or shifts to effect the desired operational coverage in accordance with the provisions of article 9.8.
- 9) Location
The term «**Location**» refers to the following places of work:
- Greater Montreal, Que.
 - Metropolitan Toronto, **Ont.**
 - Greater Vancouver Regional District, B.C.
 - Lake Cowichan, B.C.
 - Port Alberni, B.C.
 - Weir, Que.
 - Beaver Harbour, **N.S.**
 - Mill Village, **N.S.**
 - Pennant Point, **N.S.**
 - St-John's Depot, **Nfld**
- 10) Member
The term «**Member**» refers to a person who is a member of the Union.

- 11) Month of continuous service
The term «**Month of Continuous Service**» refers to one complete calendar month during which the employee is in the Corporation's service.
- 12) Transfer
The term «**Transfer**» refers to any movement or combination of movements of an employee.
- 13) Position
The term «**Position**» refers to particular tasks, duties and responsibilities given to be performed by an employee within the limits of his «**job**».
- 14) Promotion
The term «**Promotion**» refers to the movement of an employee from one job to another of a higher salary scale level.
- 15) Shift
The term «**Shift**» refers to a period of the day during which a full workday, as defined in article 9.1, is listed.
- 16) Relocation
The term «**Relocation**» refers to the movement of an employee from one location to another.

ARTICLE 1

UNION SECURITY

- 1.1 The Corporation agrees not to discriminate against any employee because of any work in, or affiliation to, the Canadian Overseas Telecommunications Union.
- 1.2 The Corporation **recognizes** the Union as the sole, exclusive bargaining agent of all employees referred to in the preamble and of all other employees that may be included in the future in the bargaining unit by the Canada Labour Relations Board.
- 1.3 Employees shall enjoy equal rights under this Agreement regardless of age, sex, colour, racial, ethnic or national origin, religious affiliation or affiliation to a **recognized** Canadian political party.
- 1.4 The parties hereto agree to offer no objection should either or both parties desire to have duly mandated persons present at grievance meetings, negotiations and other meetings required by provisions of this Agreement.
- 1.5.1 All new employees shall, as a condition of employment, become dues paying members of the Union as of the start date of the first complete pay period following their date of hiring and shall so remain for the duration of this Agreement, subject to paragraph 1.5.4.
- 1.5.2 All present employees who are dues paying members of the Union and those becoming dues paying members of the Union during the life of this Agreement shall so remain for the

- duration of the Agreement, subject to paragraph 1.5.4.
- 1.5.3 All present employees who elect not to join the Union will be subject to paragraphs 1.5.5 and 1.5.6.
- 1.5.4 All members will be entitled to cancel their membership in the Union between the sixtieth and thirtieth days prior to expiration of this Agreement, but paragraph 1.5.3 will still apply to them.
- 1.5.5 The Corporation agrees to deduct from the salary of all employees who are currently employed by the said Corporation or of employees who may become part of the bargaining unit as a result of any application for revision before the Canada Labour Relations Board and turn over to the Union the union dues or the equivalent of union dues and general assessments levied from all employees.
- 1.5.6 Monthly union dues or their equivalent as well as general assessments levied from all employees shall be deducted in two (2) equal installments from the pay cheques issued during the month. The total of such deductions, together with a record of those from whom deductions have been made and the amount, shall be forwarded to the Secretary-Treasurer of the Union not later than seven working days after the end of the last pay period of the month.
- 1.6 The Corporation undertakes to give to new employees and employees transferred into the bargaining unit, a copy of the Collective Agreement and to introduce them as soon as they start their functions to the Union representative,

- 1.7 The Corporation shall cause to be printed, in a Union Shop, a sufficient number of copies of the Collective Agreement, within a delay not to exceed two (2) months from the signature of the Collective Agreement, except for such circumstances beyond Corporation's control. These copies must appear in French and English and be given to each employee.
- 1.8 The Union agrees to indemnify and save the Corporation harmless against any and all claims, demands, suits, or other forms of liability imputable to the Union that may arise out of or by reason of action taken by the Corporation in compliance with paragraphs 1.5.5 and 1.5.6 of this Article.
- 1.9 The Corporation agrees that the Union may maintain a bulletin board at each floor in all locations, in places accessible to the employees. The installation of such bulletin boards shall be under the supervision of the Corporation. The Union has the exclusive use of such bulletin boards and only for the purpose of informing its membership on union matters provided however that documents are duly signed by an authorized Union representative.
- 1.10 The Corporation shall provide the Union, along with Union dues check-off listings, with written information on employee status changes (hiring, departures of all nature, leaves of all nature). Promotions and relocations will be signified to the Union when they take effect or as soon as possible thereafter.

ARTICLE 2

SPECIAL PROVISIONS REGARDING
AUTOMATION, MECHANIZATION AND
TECHNOLOGICAL CHANGE

- 2.1 Subject to the following, the parties agree that sections 52, 54 and 55 of the Canada Labour Code do not apply during the term of this Agreement.
- 2.2 No employee who has completed one (1) year of service with the Corporation will be laid off during the term of this Agreement for reasons of automation, **mechanization** or technological change.
- 2.3 The Corporation and the Union recognize the need to **minimize** and avoid if possible the adverse effects, if any, that the introduction of automation, **mechanization** or technological change may have on the employment conditions of employees.
- 2.4 The parties hereto agree to the establishment of a consultative committee on automation, **mechanization** and technological change, as follows:
- 2.4.1 The committee shall be composed of no more than three members from each party.
- 2.4.2 The committee shall meet within sixty (60) days of the beginning of each calendar year and, at such meeting, the Corporation will report on committed projects and their impact upon conditions of employment of employees.
- 2.4.3 At the aforesaid meeting, the committee will schedule meetings with those employees sub-

- ject to changes in employment conditions, whom the Corporation determines require direct information. The Corporation will pay travel and lodging expenses for one Union representative on the committee, on such occasions.
- 2.4.4 Further meetings may be held at the request of either party following agreement on the agenda and scheduling of such meetings.
 - 2.4.5 The Corporation shall present to the committee unplanned projects which arise during the calendar year, as they become committed.
 - 2.4.6 Within thirty (30) days of year end, a meeting will be held to assess the past year's situation and prepare for the meeting provided in paragraph 2.4.2.
 - 2.5 When through automation, mechanization or technological change, it is necessary to reclassify and/or relocate an employee or employees to another job covered by this Agreement, the following provisions will apply:
 - 2.5.1 A meeting of the consultative committee on automation, mechanization or technological change will be held with a view to arrive at an equitable agreement concerning the method of reclassification and/or relocation best suited to the existing circumstances.
 - 2.5.2 In applying 2.5.1 above, the parties shall give priority to voluntary reclassifications and/or relocations. In the event that compulsory relocation is still required, reverse order of seniority, in the location affected, shall apply.
 - 2.5.3 Reclassification of an employee to a job of lower salary scale level will be voluntary for all

- employees with more than 5 years of service with the Corporation.
- 2.5.4 In the course of the above process, the parties may address other means of minimizing the impact of the proposed changes on the employment conditions of the concerned employee(s).
- 2.5.5 Reclassification shall not result in a reduction in an employee's salary. Required corrections, if any, will be effected as determined pursuant to the application of paragraph 2.5.1 above.
- 2.5.6 The initial cost of such training as the Corporation may require shall be borne by the Corporation and the employee selected for training in the ratio of 75% / 25% respectively, and the employee concerned shall accept such training as may be required of him; if such employee successfully completes the training course, his 25% will be reimbursed by the Corporation.
- 2.6 When any eligible employee is declared surplus and requests early retirement, the Corporation will support and forward such employee's written request therefor to the appropriate authority.
- 2.7 This Article shall not be interpreted so as to give any employee a promotion or an increase in salary to which he or she would not otherwise be entitled.
- 2.8 This article shall not be interpreted so as to restrict any rights of the employees under any other article of this Agreement.

ARTICLE 3

SENIORITY

- 3.1 Seniority shall be established upon completion of a probationary period, as provided for in Article 4.1 of this agreement, shall count from the date the employee is appointed to his last job within the bargaining unit, and shall include any seniority accumulated during any previous period of appointment in such job.
- 3.1.1 Employees shall retain seniority accumulated in any previously held job for purposes of reclassification or recall to such job(s).
- 3.1.2 Any employee transferred or promoted to functions outside the bargaining unit shall forfeit previously accumulated job seniority two (2) years after the date of such transfer or promotion. For purposes of application of this provision, the date of assignment to such functions, in an acting capacity, for an uninterrupted period of time immediately preceding the effective transfer or promotion, shall be deemed to be the date of transfer or promotion,
- 3.1.3 An employee reclassified to another job will be subject to a trial period of three (3) months of combined training and active duty. During such period the Corporation may return the employee to his previous job and, similarly, the employee may request to be returned to his previous job, which request shall be granted provided a vacant position is available in said job. The return of such employee shall not create a layoff situation unless a redundancy situation existed on initial transfer or developed thereafter.

ter in which case applicable provisions of articles 2 or 20 will prevail. Seniority accumulated during the trial period will accrue to the new or previous job in which the employee will be confirmed on completion of the period.

- 3.2 Seniority and length of service shall be forfeited only in the event of voluntary resignation, retirement, dismissal from the Corporation's services, or upon expiry of a 12 or 36 month period following layoff per the terms of Article 20.3 of this agreement. Seniority shall also be forfeited in application of article 3.1.2 above.
- 3.3 Seniority of an employee shall continue to accumulate during all periods of leave as provided in the current Collective Agreement.
- 3.4 In January of each year, the Corporation shall provide the Union with an up-to-date seniority list. The seniority list as agreed upon on October 16, 1985, shall be the basis for all future use.
- 3.4.1 In the event that more than one employee have identical seniority, length of service with the Corporation shall prevail.

ARTICLE 4

STAFFING

- 4.1 **Probation Period**
- 4.1.1 A newly hired employee is subject to a probation period. Such period shall not normally exceed one hundred (100) workdays of combined training and active duty. In the event that a supplementary probation period is required, it will

not exceed three (3) calendar months and the Recording Secretary of the Union shall be advised accordingly.

4.1.2 During the probation period, the newly hired employee may be dismissed without the decision giving right to grievance or arbitration except if such dismissal is done in violation of any rights recognized in this agreement.

4.2 * **Transfer and promotion**

4.2.1 * When the Corporation decides to create a position or to fill a vacant position other than by agreement with the Union, the vacancy shall be bulletined in all locations if it constitutes an additional position for the job and location in question; otherwise, the position shall only be posted in the location concerned. The bulletin shall contain particulars of the position and shall be posted for a period of not less than two (2) weeks or for a shorter period of time if agreed upon with the Union. An application received after the posting period will nevertheless be considered. A copy of the bulletin shall be forwarded to the Union.

4.2.2 Selection to fill a position shall be based upon qualifications, general ability and seniority. Where two (2) or more candidates have equivalent qualifications and abilities, seniority shall prevail.

4.3 The employee who obtains a new job must be integrated into the job salary scale at a scale point equal to or superior to that of his previous salary.

4.4 Employees whose application for promotion or for a vacant position shall not have been retai-

ned shall be so advised within 20 days of the decision being made.

- 4.5 * Appointments to perform supervisory functions in an acting capacity shall be on a voluntary basis only. Any employee so appointed shall receive an acting allowance equal to 8% of his hourly salary rate for each hour worked in such capacity. Any employee thus appointed shall be considered a supervisor from the time of such appointment and thereafter shall be subject to the provisions of subparagraphs 13.1.11 and 13.1.13.
- 4.6 The allowance provided in 4.5 above is subject to overtime on the same basis as the employee's regular salary.

4.7 **General**

- 4.7.1 Any employee may refuse any position which is offered to him, and for which he must leave the Union bargaining unit. The Corporation agrees not to discriminate against any employee who refuses such a position.
- 4.7.2 The Corporation will not appoint an employee or employees to act in a supervisory position for more than six (6) months. In exceptional circumstances, when it is necessary to extend the period of Acting Supervisors beyond six (6) consecutive months, the Corporation will seek the concurrence of the Union, which concurrence will not be unreasonably withheld. The foregoing shall not be deemed to restrict the Corporation's right to appoint anyone to positions not covered by this Agreement.
- 4.7.3 * Temporary appointments to perform work outside the bargaining unit shall be on a voluntary

basis only. Employees so appointed shall not be covered by the provisions of the collective agreement for the duration of the temporary assignment.

4.8 * * **Temporary positions**

4.8.1 ** When the Corporation decides to fill a temporarily vacant position resulting from a maternity leave or long-term disability, it can proceed initially by posting the temporary position in the location concerned, according to the provisions of paragraphs 4.2 to 4.4 inclusive. If the position remains vacant after the posting period, the Corporation shall hire a temporary employee for the duration of the leave. The person so hired will cease to be employed once the incumbent returns to work or once the leave period ends, if this is sooner. Likewise, an employee who was transferred or promoted in order to fill the temporary vacancy shall return to his previous duties at that time.

4.8.2 ** When the Corporation requires additional programmers or analysts for a limited period of time in connection with a specific project involving information systems, i.e., the sectors currently known as information systems development and real-time systems development, the Corporation may proceed to hire a temporary employee for the duration of the precise project. Once the project is completed or once the project period comes to an end, if this is sooner, the temporary employee will cease to be employed by the Corporation.

4.8.3 ** Whenever a temporary employee is hired, the Corporation shall notify the Union in writing,

- specifying the reason and the period of employment.
- 4.8.4 ** If the Corporation wishes to extend the period of time during which a position is temporarily filled by either a replacement or a temporary employee, it must obtain the Union's consent. Such consent shall not be withheld if the employee being replaced has not returned to work or if the reasons for originally replacing the employee are still valid. In cases where other reasons are given, the Union agrees not to unduly oppose the extension request.
- 4.8.5 ** All provisions of the collective agreement shall apply to temporary employees except for articles 2, 3, 5, 6, 7, 8, 14, 15, 20 and 21. However, such employees will have their base salary increased by 13% to compensate them for the fringe benefits, annual leave and statutory holidays to which they are not entitled.
- 4.8.6 ** The Corporation may not hire a temporary employee or create a temporary position except in the situations described above or unless it obtains the Union's consent.
- 4.8.7 ** At no time shall the hiring of a temporary employee or the creation of a temporary position lead to layoffs or a reduction in normal working hours during the work week or prevent an employee who has been laid off from being recalled for a period of two (2) months or more.

ARTICLE 5

SCHOOL INSTRUCTORS

- 5.1 * An appointment to serve as a school instructor shall be on a voluntary basis only.
- 5.2 * An employee acting as a school instructor is responsible for the necessary research needed for the course, for its preparation and also for its presentation in front of a class. The advance preparation and research will be considered part of his school instructor service and will be conducted on Corporation time.

ARTICLE 6

RETIREMENT AND RESIGNATION

- 6.1 An employee leaving the Corporation's service of his own accord shall be required to give fifteen (15) days prior notice in writing to his immediate superior with copy to the Vice-President, Organization Development. Acknowledgement of such notice by the Station or Department Manager shall be made in writing without delay.
- 6.2 An employee leaving the Corporation's service shall be furnished upon application, with a letter from the Corporation stating the length of service, capacity in which employed, and, if desired, a letter of reference. Such letters shall be available to the employee with his settlement cheque.

- 6.3 Transportation including berths, shall be provided by the Corporation for any employee, his wife and dependent children under eighteen (18) years of age, if any, if he returns to his Canadian point of engagement upon retirement or within two years thereafter. When the transfer from the Canadian point of engagement was involuntary on the part of the employee, he shall also upon retirement be entitled to be reimbursed the cost of transportation of his furniture and personal effects, not including automobiles and pets, to such point of engagement. Prior to returning to his Canadian point of engagement, the employee must report the quantity of furniture, the proposed method of shipment, and estimated cost, and forward to Head Office quotations for these services. Gratuities in this respect will not be allowed.
- 6.4.1 a) A gratuity of one half (1/2) of the number of days of unused sick leave accumulated between April 1, 1950 and March 31, 1981 less the number of days used by the employee after March 31, 1981 in accordance with paragraph 8.1.2 a) herein, shall be awarded to the employee upon retirement.
- b)* In addition to this gratuity, an amount equivalent to five (5) days' basic salary per full year of service after April 1, 1981 will be paid upon retirement until March 31, 1994. However, employees aged 50 years or more on the date the collective agreement is signed are entitled to this additional gratuity until March 31, 1995.
- c) The gratuity and amount mentioned in the two (2) above paragraphs will be administered separately.

- 6.4.2 The gratuity and amount specified in 6.4.1 above shall:
- take the form of a cash payment,
 - be transferred to a registered retirement savings plan,
 - be used as **pre-retirement** leave,
 - be a combination of any of the above, as determined by the employee concerned.
- 6.4.3 If an employee dies while in the Corporation's service, the gratuity and amount as determined in paragraph 6.4.1 will be paid to the employee's estate.

ARTICLE 7

ANNUAL LEAVE AND STATUTORY HOLIDAYS

- 7.1 **Annual leave**
- Annual leave for all employees shall be based upon the following:
- 7.1.1 Less than one year of service, days to be accumulated at a rate of 1 1/4 days per month of continuous service up to March 31st of the fiscal year during which the employee was hired. Those days to be taken during the fiscal year referred to in paragraph 7.1.2.
- 7.1.2 For the fiscal year during which the first anniversary of continuous service occurs, and for each of the subsequent fiscal years: 3 weeks.
- 7.1.3 For the fiscal year during which the tenth anniversary of continuous service occurs, and for

- each of the subsequent fiscal years: four (4) weeks.
- 7.1.4 For the fiscal year during which the twentieth anniversary of continuous service occurs, and for each of the subsequent fiscal years: five (5) weeks.
- 7.1.5 For the fiscal year during which the thirtieth anniversary of continuous service occurs and for each of the subsequent fiscal years: six (6) weeks.
- 7.1.6 Notwithstanding paragraphs 7.1.1 and 7.1.2, vacation will not be granted before the end of a newly hired employee's probationary period.
- 7.1.7 Annual leave credits cease to accumulate during each month where an employee is absent for more than ten (10) workdays for reasons of:
- a) Leave of absence without pay
 - b) extended absence in excess of 85 workdays due to illness or incapacity.
- 7.1.8 Should an employee's service with the Corporation cease for any reason whatsoever, he will reimburse the Corporation for all leave taken but not yet earned. This reimbursement will be the equivalent of the difference between the salary for the fiscal year's annual leave entitlement and the salary for the leave earned during months of continuous service of the fiscal year during which the service has ceased.
- 7.1.9 * Earned vacation leave will be taken during the fiscal year in which it is earned. A maximum of 15 days' leave may nevertheless be deferred to a subsequent year. As of the effective date of this collective agreement, and notwithstanding all leave accumulated prior to April 1, 1974, no

more than 15 days' deferred leave, in total, may be accumulated without authorization from the Vice-President, Organization Development. Such deferred leave will be taken in any subsequent year provided the current year's leave has first been taken and contingent upon the availability of personnel and upon the priority given to employee requests for one or more weeks of regular leave.

7.2 One week of vacation is defined as five consecutive workdays. Days off must occur prior to or following the above five consecutive workdays. If the five workdays are interrupted by days off, the two portions will be considered parts of the split ten days referred to in paragraph 7.4.

7.3 The minimum leave permissible at any one time shall be one week as defined above, except as provided for in paragraph 7.4.

7.4 A maximum of ten days of vacation per fiscal year may be taken in three, four or five separate periods, provided that adequate personnel is available and subject to the priority of other employees requesting vacation in units of one week or more.

7.5 So far as possible, a general vacation period will be arranged for employees between and including the months of June and September. Application lists showing periods available shall be posted on bulletin boards during the first week of January, and shall be completed on or before March 15th of each year. Applications shall be made and shall be given preference, in the order of seniority of applicants.

7.6 When application lists have been completed, and vacations arranged, schedules shall be prepared and posted on bulletin boards, at least thirty (30) days before the general holiday period begins. Vacation schedules shall be adhered to.

7.7 **Statutory holidays**

7.7.1 A full holiday shall be granted on the following days:

All locations

New year's Day
Good Friday
Easter Monday
Sovereign's Birthday
Dominion Day
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

In addition to the statutory holidays listed above, employees will be entitled to another paid holiday, to be taken on a date of their choosing upon providing one month's advance notice.

Quebec

National Holiday

Nova Scotia, Ontario, British Columbia

Civic (Bank) Holiday

Newfoundland

Discovery Day

And on any other day granted by the Corporation to all personnel not covered by this agreement.

- 7.7.2 If any of the statutory holidays should fall on an employee's listed day off, the following will apply:
- a) Where the seven-day work week is in force, the Corporation will make its best effort to ensure that a day off in lieu will be granted in reasonable proximity to the actual holiday, at the employee's option, and on a day immediately before or after an employee's listed days off.
 - b) Where the five-day work week is in force, the workday immediately prior to or following the holiday shall be substituted as a full holiday.
- 7.7.3 Statutory holidays which occur during the term of an annual vacation shall be considered to be public holidays and shall not be debited to the employee's vacation entitlement.
- 7.7.4 Where regular operational coverage so requires, the Corporation has the right to assign the necessary number of employees to any holiday as listed in paragraph 7.7.1, and to any listed day off, in regular staff rotation. On such occasion, the minimum assignment shall be for a full 8 hour workday.
- 7.7.5 An employee working on a statutory holiday may be compensated in accordance with the terms of article 10.1.5 or, upon request, receive time and one half of his regular salary plus one paid day off at a date mutually acceptable to the employee and management, prior to the end of the then current fiscal year.

ARTICLE 8

AUTHORIZED LEAVE OF ABSENCE

8.1 **Income protection in case of illness and accident**

Protection shall be granted under the following conditions to employees who, for reasons of illness or injury, are incapacitated for duty.

- 8.1. a) Except as otherwise provided herein, in any fiscal year, an employee who is absent for reasons of illness or injury will be entitled to 100% coverage of his basic salary for a period determined in the following manner:

<u>Length of service</u>	<u>Period of 100% coverage</u>
- less than 12 months of service	10 days
- in the fiscal year in which the first anniversary of service occurs	20 days
- in the fiscal year in which the second anniversary of service occurs	30 days
- in the fiscal year in which the third anniversary of service occurs	40 days
- in the fiscal year in which the fourth anniversary of service occurs	50 days

- in the fiscal year in which the fifth anniversary of service occurs 60 days
- in the fiscal year in which the sixth anniversary of service occurs 70 days
- in the fiscal year in which the seventh or any further anniversary of service occurs 85 days

The total number of days to which an employee is entitled to 100% coverage cannot in any case be exceeded within the same fiscal year.

- 8.1.1 b) Provided an employee is not absent from work for reasons of illness or injury as covered by the protection for reasons of illness or injury as described herein, on the 1st day of April of any fiscal year or on the first normal workday for such employee following April 1, if April 1 is a non-working day for such employee, the relevant 100% coverage is renewable on April 1 of any fiscal year regardless of the number of days of leave taken for illness or injury during the preceding fiscal year.

For an employee who is absent from work for reasons of illness or injury on April 1 of any given fiscal year or on the first normal workday for such employee following April 1, if April 1 is a non-working day for such employee, the entitlement to the relevant 100% coverage will be renewed only upon his return to work on a full time basis. Such entitlement is however subject to the employee providing the Corporation, if so requested in writing, at the time of his return to work with a medical certificate

from his consulting medical doctor attesting that the employee has the capacity to return to work on a full time basis. If the employee refuses, neglects or cannot provide the Corporation with such certificate, the relevant 100% coverage will only be renewed at the expiration of a one month period following such return of the employee to work on a full time basis. However, if during this one month period or on the first workday of a new fiscal year an employee is absent from work for reasons of illness or injury unrelated to the previous one, as demonstrated by a medical certificate from the consulting medical doctor of the employee, the entitlement to the 100% coverage will be renewed immediately even if such illness or injury occurs on the first day of his return to work on a full time basis. The right to require a medical certificate is in addition to the rights of the Corporation provided in paragraphs 8.1.3 and 8.1.4 of the Collective Agreement.

If the employee, who is absent from work, for reasons of illness or injury, on the first day of any given fiscal year, or on the first normal workday for such employee following such first day, has not exhausted the 100% coverage to which he was entitled as of March 31 immediately preceding the aforementioned first day, then such employee shall continue during such absence to receive the 100% basic coverage to which he was entitled as at the aforesaid March 31 plus the number of days at 100% coverage representing the difference between the number of days at 100% coverage to which he was entitled under paragraph 8.1.1 a) herein for the fiscal year terminating said March 31 and the number of days at 100% coverage to which he

would have been entitled on April 1 under said paragraph 8.1.1 a), if any, until such entitlement is exhausted or until he returns to work, whichever first occurs.

If such entitlement to the 100% coverage becomes exhausted and the employee remains thereafter absent from work for reasons of illness or injury, then the employee shall be entitled to the 70% coverage provided for in paragraph 8.1.2a) until his return to work or, if the employee is on a continuing basis unable to work on account of illness or injury, until the age of 65.

If subsequent to his return to work, such employee should again in such given fiscal year be absent from work for reasons of illness or injury, the 100% coverage will be renewed for that year subject to the conditions aforementioned provided, however, that the total period of entitlement to the 100% coverage for such year shall be reduced by the aggregate number of days for which the 100% of basic salary was received by such employee in respect of any earlier period in said fiscal year.

- 8.1.2 a) Upon expiry of the relevant 100% basic coverage mentioned in paragraph 8.1.1a), protection is completed by a coverage of 70% of the basic salary until the employee comes back to work or, if the employee is on a continuing basis unable to work on account of illness or injury, until the age of 65. Whenever an employee is subject to the 70% of basic salary coverage, he may choose to draw on sick leave credits accumulated between April 1, 1950 and March 31, 1981, at a rate of a day for a day, at 100% basic salary coverage, such basic salary

being increased in accordance with paragraph 8.1.11 (provided the basic salary of the employee is not increased in accordance with the collective agreement on January the 1st preceding April the 1st referred to in said paragraph 8.1.11), until he comes back to work or until such accumulated sick leave is exhausted, at which time he will revert to the 70% coverage as mentioned above, until the employee comes back to work, or if the employee is on a continuing basis unable to work on account of illness or injury, until the age of 65.

For the purpose of the payment of the 70% coverage referred to above, any amount received by the employee

– from any pension plan to which the Corporation contributes; and/or by virtue of any applicable legislation or governmental program

as a result of the illness or injury of the employee for which he is absent from work shall be deducted from the 70% coverage to the exclusion of any *indexation* of said amount by the competent authority.

Furthermore, in the case where a member of the family of the employee who is a dependant of the employee, is entitled to the benefits provided under the Canada Pension Plan, the Quebec Pension Plan and/or the U.S. Social Security, as a result of the illness or injury of the employee, such benefits, to the exclusion of any *indexation* of said benefits by the competent authority, will be deducted from the coverage provided herein if the total amount subject to the *indexation* as provided for in paragraph 8.1.11 herein, received by the employee for

reasons of illness or injury as provided herein together with such benefits exceeds 85% of his basic salary.

The deductions referred to above will apply only in the case of an employee who has been already absent from work for reasons of illness or injury, for a period in excess of 85 days, interrupted or not, in the same fiscal year or two successive fiscal years.

8.1.2 b) Coverage as mentioned in this article applies to absences for illness or injury on regular work weeks only.

8.1.3 Sick leave with pay shall be granted only on the production of satisfactory evidence of the inability of the employee to perform his duties. This evidence shall take the form of a written declaration from the employee where the absence has not exceeded five (5) days. Where the absence exceeds five (5) days a certificate from a qualified medical practitioner may be required, such certificate to be submitted within seven (7) days of beginning of absence. Where absences for illness and/or medical treatment including dental treatment, for which medical certificates have not been produced, have exceeded a cumulative total of seven (7) workdays during a year ending March 31st, the employee concerned will be required to substantiate all future absences by medical certificate, unless authorization to the contrary is specifically received from such employee's manager. The cost, if any, of medical certificates thus required will be borne by the Corporation. A duly completed dental insurance claim form submitted by an employee shall be consi-

- dered as a valid medical certificate for purposes of application of the aforesaid provision.
- 8.1.4 The Corporation reserves the right at any time to have its medical examiner advise on all cases of sick leave absence.
- 8.1.5 The Corporation may cancel a listed overtime shift in cases where an employee has been absent on sick leave on the regular workday prior to the listed overtime shift.
- 8.1.6 When an employee is on annual leave and suffers illness or accident which requires hospital care or **hospitalization**, on his return and on the production of satisfactory evidence of such hospital care or hospital confinement, the period of such illness or accident disability which occurred during the allotted vacation period shall be **consi- dered** sick leave and a corresponding number of days vacation will be taken at a time suitable to the general vacation **sche- dule**.
- 8.1.7 Notwithstanding anything to the contrary contained herein for an employee who has been absent from work for reasons of illness or injury and who, according to his consulting medical doctor can return to work for the Corporation on a part time basis, the Corporation may accept that this employee return to work on a part time basis. However, in such case, if the employee at the time he returns to work on a part time basis has been absent for less than 85 days, his coverage protection (100% or 70% as the case may be) will be adjusted in accordance with the salary received by the employee from the Corporation for such part time work in order that such employee will not get more than his 100% coverage. On the other hand, if the

employee at the time he returns to work on a part time basis, has already been absent from work, for reasons of illness or injury, for more than 85 days interrupted or not in the same fiscal year or two successive fiscal years and who benefits from the 70% coverage, there shall be deducted from the said 70% coverage, 50% of the salary received by the employee from the Corporation for his part time work and any other amount as provided in paragraph 8.1.2 a) herein, if any. But in both cases, the amount referred to above, subject to the indexation as provided for in paragraph 8.1.11 herein, received by the employee for reasons of illness or injury together with his salary received from the Corporation for such part time work, shall at no time, exceed the equivalent of 100% of his basic salary,

8.1.8 The protection for reasons of illness or injury, as described herein, does not apply to employees who, on or before April 1, 1981 were already absent from work for reasons of illness or injury, and have not returned to work since that time for such reasons and who still benefit from the previous protection plan in the event of illness or injury in effect at the Corporation before April 1, 1981. Said employees will continue to be covered by said previous plan for such absence to the extent provided for in said previous plan.

8.1.9 The protection for reasons of illness or injury, as described herein, will apply to injury or illness arising out of and in the course of employment of an employee only if the employee was not entitled to payments under other protection

plans provided by the Law or by the employer in case of such illness or injury.

8.1.10 For the purpose of application of article 8.1 the expression «basic salary»:

- a) means the basic salary to which the employee is entitled under the Collective Agreement except as provided in sub-paragraph b) hereinafter:
- b) for any absence from work for reasons of illness or injury exceeding a non-interrupted period of at least 85 days, means for the whole duration of such absence from work for reasons of illness or injury thereafter, the basic salary to which the employee was entitled under the Collective Agreement at the expiration of such 85 day period.

8.1.11 If, on the first day of April of any fiscal year, an employee has been absent from work for reasons of illness or injury for a non-interrupted period exceeding 85 days, the 70% coverage, less any amount as provided in paragraphs 8.1.2 a) and 8.1.7 herein, will be increased at that date according to the increase of the National Consumer Price Index for the preceding year terminating March 31 to a maximum of 4%.

This indexation clause will be subject to review by the Corporation at its own discretion upon expiry of this collective agreement.

8.2 **Court leave**

The Corporation will grant leave with pay to an employee, other than an employee on leave of absence without pay or under suspension, to be available for jury selection, to serve on a jury or to attend as a witness by subpoena or sum-

mons in connection with any judicial or quasi-judicial proceeding.

8.3 **Arbitrage leave**

Leave of absence with pay shall be granted to an employee who is requested to appear in front of an arbitrator as a witness or in front of a person or a body of persons **authorized** by Canadian Law to make an enquiry and to compel the attendance of witness before it.

8.4 **Union business leave**

8.4.1 Leave of absence for Union business shall be granted by the Corporation to an Officer, a Representative or a Delegate of the Union provided that two (2) clear days notice, (excepting Saturdays, Sundays and Holidays) is given to the Corporation, or other arrangements have been agreed to by Management. In both cases, as far as possible, prior notice shall be given in writing.

8.4.2 While on such leave, the employee shall be paid his regular salary by the Corporation. The Union shall reimburse, to the Corporation:

- a) the salary of the employee concerned
- b) benefit costs up to 13% of basic salary
- c) any other increased labour costs.

8.4.3 Paragraph 8.4.2 notwithstanding, the Corporation will absorb the following costs;

- a) Liberation of the Union President for up to ten days per month, non cumulative.
- b) Liberation of Union negotiation team members for negotiation purposes until such time as either party exercises the rights granted pursuant

to the application of articles 88 through 93 of the Canada Labour Code.

- c) Time spent at regular grievance meetings exclusive of arbitration hearings and at joint Union-Management meetings.

8.4.4 The Corporation agrees that such leave of absence shall not affect the seniority of the employee concerned.

8.5 **Dental leave**

Employees will be granted time off as necessary for appointments. The time off will be accumulated until eight (8) hours have been taken, at which time one (1) day's sick leave will be charged against the 100% coverage period and will be computed in applying the provisions of paragraph 8.1.3. Uncharged time will not be carried over from year to year.

8.6 **Leave for adoption or birth of a child**

Employees will be granted one day's leave with pay the day an adopted child is brought home. A male employee will be granted one day's leave with pay for needs directly related to the birth of his child. This leave may be divided into two half-days if the employee wishes.

8.7 **Compassionate leave**

8.7.1 When a member of an employee's immediate family dies, the employee may be absent from work for a period of up to four consecutive days, including weekends, not extending beyond the day following the funeral. If the religious custom is to have the period of mourning after the funeral, the Vice-President, Organization Development may grant leave

accordingly. Regular workdays within this period will be paid. Immediate family is defined as including father, mother, step-father, step-mother, foster parent, brother, sister, spouse, common law spouse, child, step-child or ward of the employee, father-in-law, mother-in-law, a relative permanently residing in the employee's household or with whom the employee permanently resides.

8.7.2 Employees attending a funeral of a grandparent, son-in-law, daughter-in-law, sister's husband or brother's wife on a regular workday will be paid for that day.

8.7.3 Two days travel time will be granted in connection with the foregoing when required by an employee and regular workdays falling within the travel time will be paid.

8.8 **Leave for moving of household furniture or effects**

Employees who own their household furniture and effects will be granted one day's leave with pay each year when it is necessary to move on a workday. This only applies when an employee is moving to a permanent address and when the move is not caused by a change in working location.

8.9 **Marriage leave**

An employee who is getting married will be granted **one (1)** day's leave with pay for each year of completed service up to a maximum of five **(5)** days.

An employee with less than two **(2)** years' service who resigns from the Corporation within six **(6)** months after the granting of marriage

leave will have an amount equal to the paid leave deducted from any monies owed the employee by the Corporation.

8.10 **Emergency leave**

If circumstances require the taking of leave for reasons not directly attributable to the employee or for unforeseen emergencies affecting the employee and not covered by the present agreement, a maximum of three (3) days leave may be taken singly or consecutively in any one fiscal year at the discretion of the employee's immediate supervisor. The reasons for taking paid leave under these circumstances must be reported. These days will be charged against the 100% coverage period referred to in paragraph 8.1.1 a).

8.11 **Maternity leave**

8.11.1 An employee with six (6) complete months of service with the Corporation is entitled to maternity leave under the following conditions:

- a) An employee must submit to the Corporation a written application for maternity leave at least four (4) weeks before the day specified in the application as the commencement of such leave.
- b) An employee must produce a certificate from a qualified physician stating that she is pregnant and indicating the expected date of childbirth.
- c) The period of leave shall not exceed twenty (20) weeks if the birth occurs within three (3) weeks of the date indicated on the certificate mentioned in paragraph b) above. If the actual date of birth is more than three (3) weeks after the date mentioned on the certificate, the mater-

nity leave shall be extended for a period equal to:

- the period between the actual date of birth and that indicated on the certificate mentioned above, less
- a period of three (3) weeks.

- d) The maternity leave may begin no earlier than eleven (11) weeks prior to the date indicated on the certificate referred to in paragraph b) and end no later than twenty (20) weeks after the actual date of birth.
- e) Following the birth of her child and before the scheduled termination of the leave, an employee who so wishes may return to work no later than two (2) weeks after having submitted to the Corporation a certificate from a qualified physician stating that she can resume her duties without endangering her health.
- f) An employee who returns to work on the expiration of leave granted to her in accordance with paragraph 8.11.1, shall be reinstated in the position occupied by her at the time such leave commenced. However, to be eligible for reinstatement, an employee must return to the Corporation on the first workday following the expiration of the maternity leave granted in accordance with paragraph 8.11.1.
- g) By virtue of paragraph 3.3 of the Collective Agreement, the period of absence corresponding to the maternity leave granted in accordance with paragraph 8.11.1 above, shall count towards the employee's seniority.
- h) Notwithstanding paragraph e), an employee whose new-born child is hospitalized may

choose to interrupt her maternity leave and return to work, if she provides the Corporation with a certificate from a qualified physician stating that she may resume her duties without endangering her health and also that her child is being hospitalized. Once the child leaves the hospital, the employee may continue her maternity leave for the period of time which remained when the leave was interrupted, subject to the provisions of this Article.

8.11.2 An employee who has twelve (12) complete months of service with the Corporation and who provides the Corporation with the documents listed below is entitled to a supplementary maternity allowance in accordance with the provisions of paragraph 8.11.4:

- a) application for maternity leave in accordance with paragraph 8.11.1 a);
- b) certificate referred to in paragraph 8.11.1 b);
- c) proof that she is entitled to unemployment insurance benefits and that she has applied for such benefits;
- d) agreement with the Corporation according to the provisions of paragraph 8.11.3.

8.11.3 To be eligible for the supplementary maternity allowance, an employee must come to an agreement with the Corporation which stipulates that this allowance is subject to the following conditions:

- a) The employee will return to work on the expiration of the maternity leave, as provided herein, or of the complementary unpaid child care leave provided by the Canada Labour Code, should such leave be taken immediately subse-

quent to the maternity leave provided in 8.11.1, for a minimum period of six (6) months (exclusive of any period of unpaid leave granted, by law or otherwise, during the said six (6) months);

- b) The employee will receive the same coverage from the various benefit plans as would normally be the case, provided she continues to pay her share of regular contributions, either from the supplementary maternity allowance or, if this is not possible, in accordance with the method described in paragraph c) below;
- c) The Corporation is authorized to recover amounts owed to it by the employee, either from other amounts which it owes to the employee or according to another method of reimbursement agreed upon by both parties. This situation applies if the employee's required contributions to the fringe benefit plans exceed the amount of the maternity allowance provided by the Corporation; if the rate of unemployment insurance benefits estimated by the Corporation is less than the amounts actually paid by the Canada Employment and Immigration Commission; or if the condition stipulated in paragraph 8.11.3 a) is not fully complied with.

8.11.4 An employee who meets the conditions set forth in this article is entitled to the following during her maternity leave:

- a) an allowance equal to 95% of her basic weekly salary for the two week waiting period stipulated in the Unemployment Insurance Act;
- b) a supplementary allowance equal to the difference between 95% of her basic weekly salary

and the unemployment insurance benefits payable to her for each week during which she receives or is eligible to receive unemployment insurance benefits; for the purposes of this paragraph, the supplementary allowance is calculated on the basis of the unemployment insurance benefits to which the employee is entitled for maternity reasons, but does not take into account any deductions for benefit repayments, interest, penalties or other amounts recoverable by virtue of the Unemployment Insurance Act;

- c) an allowance equal to 95% of her basic weekly salary for one week of the maternity leave provided for in paragraph 8.11.1 which is not covered by unemployment insurance benefits.
- d) In respect of the foregoing paragraphs, the employee's revenue from unemployment insurance benefits, supplementary unemployment benefits and all other remuneration shall, under no circumstances, exceed 95% of such employee's gross basic weekly salary.

The amount of the allowance paid by the Corporation will be reduced by any other benefits which an employee receives or may receive by virtue of any government plan applying to maternity leave, in particular and without restricting the generality of the foregoing, the maternity allowance provided by Quebec Manpower Centres. Furthermore, any amounts which the employee has to repay to the Canada Employment and Immigration Commission when her income exceeds an amount that is one and one-half times (1 1/2) the maximum insurable earnings, as stipulated in the Unemployment Insurance Act, will not be reimbursed by the Corporation to the employee

- ** e) The employee is not entitled to the payments provided for under this plan except during maternity leave. Her regular weekly salary, deferred weekly salary and severance pay are neither increased nor decreased in any way by amounts received by virtue of this plan.
- 8.12 When an employee is absent from duty without leave, his salary for each day of absence shall be deducted from his bi-weekly salary.
- 8.13 A leave of absence without pay of a maximum three (3) months' duration, shall be granted, provided work requirements are met and upon Corporation decision, to an employee, having at least two (2) years' service with the Corporation, who so requests in writing, Such request shall establish the reason for leave.

ARTICLE 9

HOURS OF DUTY

- 9.1 The workday shall consist of a period of eight (8) consecutive hours containing seven (7) hours of paid work.
- 9.2
 - a) A one hour unpaid meal period shall be provided at normal meal times on a workday.
 - b) A second one hour break period shall be provided when three (3) or more consecutive hours are worked in addition to a regular or premium workday.
 - c) When a meal break falls within an overtime period or premium workday, said period shall be

considered as overtime and shall be subject to the provisions of article 10.

- d) When an employee is required to remain on duty during his meal break, said period shall be considered as overtime and shall be subject to the provisions of article 10. Such overtime payment shall be made in addition to that provided in paragraph c) in the event said paragraph should find application.

9.3 The Corporation shall endeavour to arrange work schedules to meet the wishes of the employee. Similarly, the Union agrees to cooperate with the Corporation in the establishment and implementation of satisfactory work schedules where unique situations or local problems might arise in the application of the normal work week.

9.4 No Corporation initiated changes may be made to the published work schedule with less than fourteen (14) days' notice except under the following circumstances:

- 1- Absence of an employee for more than two (2) days, for reasons of illness or accident disability.
- 2- Request for a change to the agreed annual leave schedule.
- 3- By mutual agreement between the Corporation and the employee.
- 4- Where training requirements necessitate schedule changes.

9.4.1 In the event work schedule changes are introduced as provided above, the employee(s) concerned will be paid a premium of one half (1/2) hour's pay per hour worked in addition to regu-

lar pay, for the first workday on the modified schedule. No such premium will be paid on reverting back to the original schedule.

9.5 Any Corporation initiated changes to the published work schedule affecting an employee's listed days off shall require a ten (10) week notice unless agreed otherwise by the employee concerned and the Corporation.

9.6 Notwithstanding provisions of paragraphs 9.4 and 9.5 when it is evident that absence of an employee for reasons of training, illness or incapacity is to exceed seven (7) days, a revised work schedule may be posted by the Corporation which will replace the previously posted work schedule.

9.7 Unless an employee wishes otherwise, days off will consist of at least two (2) consecutive days.

9.8 Work week

9.8.1 The work week shall consist of five (5) workdays within a calendar week, a total of thirty five (35) hours of work.

9.8.2 The work week begins at 00:00 h. on Sunday and ends at 00:00 h. on the following Saturday.

9.8.3 The work weeks are established as follows:

a) Seven (7) day work week.

A work week where workdays can be listed on any of the following shifts, on a rotational basis, from Sunday to Saturday inclusive:

Night shift: from 00:00h. to 08:00h.

Day shift: from 08:00h. to 16:00h.

Evening shift: from 16:00h. to 24:00h.

In this case, Saturday and Sunday are part of the work week.

b)* Five (5) day work week

A work week where workdays can be listed on any of the following shifts, on a rotational basis, from Monday to Friday inclusive until 31/12/94 and from Monday to Saturday inclusive as of 1/1/95.

Night shift: from 00:00h to 08:00h

Day shift: from 08:00h to 16:00h

Evening shift: from 16:00h to 24:00h

Mid-day shift:* from 11:00h to 19:00h

* Applicable to **Montréal-based** Customer Service Officers defined in subparagraph 13.1.1.

c) Regular work week.

A work week in which all workdays are scheduled from 08:30h. to 16:30h., Monday to Friday inclusive.

9.9 The preceding work weeks are in force at the following locations or facilities:

9.9.1 Seven (7) day work week

Mill Village, N.S.

9.9.2 Five (5) day work week

Greater Montreal, Que. except Head Office

Greater Vancouver Regional District, B.C.

Metropolitan Toronto, **Ont.**

Weir, Que.

Beaver Harbour, N.S.

Lake Cowichan, B.C.
Pennant Point, N.S.
Port Alberni, B.C.

9.9.3 Regular work week
Head Office

ARTICLE 10

OVERTIME AND PREMIUMS

- 10.1 **Overtime**
- 10.1.1 Overtime is defined as **authorized** time worked in excess of the regular number of work hours included in a regular shift or in excess of hours included in the work week.
- 10.1.2 * Unless specified otherwise in this article, overtime shall be paid at one and one-half times the regular salary rate. Overtime worked in excess of a shift on Saturdays until 31/12/94 and Sundays, in all stations, shall be paid at double the regular salary rate.
- 10.1.3 If, as a result of abnormal conditions beyond the control of the Corporation, an employee is required to work in excess of two consecutive shifts, such **authorized** time worked shall be paid for at double the regular salary rate.
- 10.1.4 a)* Any off-duty employee who is called in to perform overtime work, and is subsequently sent home prior to commencement of his regular workday, will be paid for all hours worked at the applicable overtime rate. In such a case, however, the employee shall be paid a minimum

of four (4) hours, at the aforesaid rate, during a given work shift.

- 10.1.4 b)**The Corporation may require an employee who performs translation functions related to switch routing tables or who works in the Service and Network Analysis Center or the information systems sectors (i.e., the sectors currently known as information systems development and real-time systems development) to be on standby outside of his normal working hours.

An employee on standby shall receive a minimum of two (2) hours' pay per day at his regular salary rate in compensation for such standby duty. If the employee must report for work, subparagraph 10.1.4 a) shall apply in addition to this compensation. If the work can be performed or the assistance provided from outside the work location, the employee shall receive a minimum of one (1) hour's pay at the applicable overtime rate, or the equivalent of the hours actually worked at the applicable overtime rate, in addition to the compensation for standby duty.

- 10.1.5 Overtime shall be computed on the basis of one thousand eight hundred and twenty (1,820) hours per annum.

- 10.1.6 Double time of the regular salary rate shall be paid for all time worked on New Year's Day and on Christmas Day. Time and one-half of the regular salary rate for the first eight (8) hours worked and double time for any time worked in excess of eight (8) hours worked shall be paid for listed shifts performed on the holidays (except New Year's Day and Christmas Day) specified in paragraph 7.7.1. These

payments shall be in addition to the regular bi-weekly salary.

10.1.7 The Corporation will endeavour to distribute overtime on an equitable basis within administrative units, taking specific circumstances into account.

10.2 Premiums

10.2.1 At a seven (7) day work week location, the 16:00 to 24:00 shift on Saturday and the first three (3) listed shifts on Sunday worked in a calendar quarter shall be placed in a premium category which shall provide for an extra half hour pay at the regular salary rate per hour.

10.2.2 At a seven (7) day work week location, listed shifts on Sunday in excess of three (3) worked in a calendar quarter shall be placed in a special premium category which shall provide for an extra hour's pay at the regular rate per hour.

10.2.3 If, at a seven (7) day work week location, an employee has been listed «off» on Sunday or the 16:00 to 24:00 shift on Saturday and is called upon to work on such Sunday or 16:00 to 24:00 shift on Saturday, he shall be paid the applicable premium referred to in paragraph 10.2.1 in addition to time and one half of his regular salary rate.

10.2.4 Time and one half of the regular salary rate shall be paid, in addition to the regular salary for full eight (8) hour shifts (other than overtime shifts) listed for the 16:00 - 24:00 shift on December 24th, and for the 20:00 - 24:00 period of full eight (8) hour shifts (other than overtime shifts) listed for 16:00 to 24:00 shift on December 31st.

10.3 **Overtime and premium time-off crediting**

10.3.1 Notwithstanding contrary provisions contained in this Agreement, overtime payment and seven (7) days workweek premium payment can be taken in time-off in lieu of cash remuneration under the following conditions:

- a) the employee's superior agrees with the request;
- b) the request granted under the present paragraph is applicable notwithstanding provisions contained in paragraph 9.4 and 9.5 of this Agreement;
- c) a minimum of seven (7) hours must be accumulated before time-off is granted;
- d) a maximum of nine (9) days, totalling sixty-three (63) straight time hours of work can be accumulated at all time;
- e) the employee and his superior must agree on the actual days during which the time off is to be taken;
- f) the number of hours of time-off to be granted is equivalent to the number of overtime hours that would otherwise be paid, multiplied by the applicable overtime rate and/or to an aggregate number of seven (7) day workweek premium hours otherwise payable, as the case may be.
- g) the employee requesting the crediting of seven (7) day work- week premium hours must advise his supervisor no less than two (2) full weeks prior to the effective date(s) of crediting of such premium hours.

10.3.2 If the time-off accumulated during a calendar year is not taken before December 23rd of said calendar year, the overtime worked shall then

be paid to the employee at the overtime rates that were applicable when such overtime was worked and outstanding credited premium hours shall be paid as valued at the time they were worked.

10.4 Shift differentials

10.4.1 Hourly shift differentials for evening or night shifts will be granted as follows:

Evening shift

16:00 h. to 24:00 h. – \$0.35 per hour

Night shift

00:00 h. to 08:00 h. – \$0.45 per hour

10.4.2 These differentials do not apply to employees whose shift terminates at 19:00 h. or earlier. However, overtime worked on the evening and night shifts will attract the applicable shift differential.

ARTICLE 11

DISCIPLINE

11.1 Employees shall not be disciplined, suspended or discharged except for just cause. If the case proceeds to arbitration, the Corporation will have to show just cause. Failure to show just cause shall result in the employee being reinstated without prejudice and being reimbursed for all loss of salary. The employees, or the Union on their behalf, may invoke the grievance procedure in any case of discipline, suspension, or discharge.

11.2 The Corporation will, following a disciplinary measure being taken by it against an employee,

give a written notice of such disciplinary measure to the employee, and if the employee agrees, a copy to the Union. The written notice shall give details of the case and the reasons upon which the disciplinary action is based, and shall notify the employee of his right to authorize or refuse transmittal of said notice to his Union.

- 11.2.1 Disciplinary measures shall be taken no later than sixty (60) days following the incident giving rise to such measures.
- 11.2.2 An employee who is required to attend a meeting concerning a disciplinary measure may be accompanied by a Union representative.
- 11.3 Suspension cases shall be without pay. Discharge cases shall not be entitled to severance notice or pay in lieu thereof.
- 11.4 An employee may consult his personal file, on record in the Organization Development Department, within forty-eight (48) hours following a verbal or written request to this effect on the proviso that a maximum of four (4) employees have access thereto during any forty-eight (48) hour period. Such request shall be made by the employee to his immediate supervisor or manager who will make appropriate arrangements. The employee may be accompanied by a Union representative, at his own discretion.
- 11.4.1 Employees located outside of the Greater Montreal area will have the opportunity to consult a copy of the original document which shall be sent to the station manager concerned, on request. In this instance the time delay shall

be commensurate with the handling and mailing requirements.

- 11.4.2 After consultation of his personal file, any employee may request that corrections be introduced and, where such corrections are justified they shall be introduced in the shortest possible delay.
- 11.4.3 The file referred to in 11.4 above constitutes the official Corporation record concerning an employee and shall be the sole record used in the processing of disciplinary matters.
- 11.5 Any disciplinary notice on record in an employee's file shall be considered null and void sixteen (16) months after its date of issue provided no other notice for similar reasons has been issued in the interim.

ARTICLE 12

PAYMENT OF SALARIES

- 12.1 The payment of salaries shall be made to employees not later than 08:00h. local time for non-Head Office personnel and not later than 12:00h. for Head Office personnel and this every second Thursday.
- 12.1.1 * Payment shall be by direct deposit into the employee's bank account.
- 12.2 Payment of shift differentials, premiums and overtime worked shall be made no later than the third Thursday following the week in which they are earned.
- 12.3 * Reasons for alterations to fixed deductions concerning Insurance and Pension Plans will be

provided by the Corporation with the appropriate pay slip or as soon as possible thereafter.

ARTICLE 13

DUTIES AND TRAINING OF EMPLOYEES

13.1 **Duties**

- 13.1.1 * The duties of the **Technical Officer, Customer Service** within the meaning of this agreement, shall be:
- a) To take on and ensure the follow-up of complaints and fault reports submitted by the Corporation's clients;
 - b) To receive program bookings from broadcasters, carrier organizations and/or other interested parties and to participate in the determination of routings, the reservation of necessary equipment and facilities and in the issuing to the stations concerned of required instructions to ensure the timely handling and transmission of programs;
 - c) To provide the Corporation's clients with the required assistance concerning the transmission and/or reception of international traffic transiting via the Corporation's telecommunications networks and systems;
 - d) To perform control functions regarding telegraph, telex, Globetex and facsimite traffic;
 - e) To occasionally take necessary steps to assure the maintenance of client profiles in order to assure the proper execution of their main duties.

- ** The duties of the **Customer Service Officer**, within the meaning of this agreement, shall be those described in a), c) and d) above.
- 13.1.2 a)* The duties of the **Telecommunication Technologists**, within the meaning of this agreement, shall be the installation, maintenance, modification and repair of telecommunications equipment and associated apparatus and, on a non-exclusive basis, translation relating to switch routing tables and its application as well as the analysis, interpretation and evaluation of various telecommunications systems and networks.
- 13.1.2 b)* The duties of the **Technicians**, within the meaning of this agreement, shall consist in the physical installation of telecommunications equipment, including the installation of electrical systems under proper supervision, as well as the mechanical maintenance of terminals and other similar apparatus. These employees may also be called upon to perform other related duties.
- c) *Within the framework of their responsibilities, Telecommunication Technologists may be called upon to work outside of the Corporation's facilities or work locations in order to provide quality service to the Corporation's clientele.
- 13.1.3 The duties of **Draftsmen**, within the meaning of this Agreement, shall consist of the coordination and execution, in collaboration with or following instructions from the Architect, Engineer and/or Project Coordinator, or as determined by the Drafting Supervisor, of tasks necessary to the production of drawings and technical documents, including the use of all equipment, apparatus and materiel necessary to

ensure such production. Moreover, such employees will be called upon to perform tasks and activities related to the nature of the afore-said duties including design assistance, research and worksite supervision.

- 13.1.4 The duties of **Certified Tradesmen**, within the meaning of this Agreement, shall consist of the execution of all tasks and occupations normally performed by tradesmen holding one or more recognized certificates of qualification or apprenticeship. Such employees will maintain, and acquire when necessary, valid qualification or proficiency certificates as may be required of electricians, stationary enginemen, refrigeration mechanics, etc. or any apprenticeship certificate specified in the applicable legislation.
- 13.1.5 The duties of **Janitors**, within the meaning of this Agreement, shall consist of the cleaning and maintenance of the cleanliness of Corporation owned operations premises. Such employees may be called upon to perform other related or service functions.
- 13.1.6 The duties of **Maintenance Handyman**, within the meaning of this Agreement, shall consist of the execution of all forms of maintenance and repair work normally performed by non-certified building and maintenance trade personnel, including giving assistance to Certified Tradesmen or performing janitorial or service functions. Such employees may occasionally be called upon to assist Technicians or Communications Technicians, in remote locations.
- 13.1.7 Where it is deemed advisable, outside of the Greater Montreal area, the Corporation may amalgamate the functions described in 13.1.5

and 13.1.6 above. In such instance, any employee thus assigned will, for compensation purposes, be classified as «Maintenance Handyman». It is however expressly recognized that this payment provision does not apply to summer students.

- 13.1.8 The duties of **Stationary Engineman** within the meaning of this agreement shall consist in the operation, maintenance and control of hot and cold water heating and cooling systems, of their components, and in the maintenance of the locales housing said equipments. Such employees shall hold valid class 3 (Quebec) or equivalent heating and refrigeration certificates.
- 13.1.9 The duties of **Certified Maintenance Technicians** within the meaning of this agreement shall consist in the execution of all tasks and occupations normally performed by specialized building and equipment maintenance technicians having acquired the necessary collegiate level academic background and/or upper level certification such as the Electrical «A» license, or equivalent. This classification shall also apply to certified tradesmen duly certified in three (3) or more recognized maintenance trades applied to their workplace.
- 13.1.10 The duties of **Marine Technical Clerk**, within the meaning of this agreement, shall consist in the handling of cables and repeaters into and out of the cable storage building, in the overseeing of stevedores during cable movements and in the performance of all necessary electrical, mechanical, welding and general maintenance and repair functions required for the proper operation of the St-John's Cable Depot.

Such employee may also be called upon to perform any general duty within his competence.

- 13.1.11 Persons other than the employees referred to in paragraphs 13.1.1 thru 13.1.10 shall not perform such functions as are described therein except as otherwise provided in this agreement, provided the employees referred to in the aforesaid paragraphs are available to perform their job functions.
- 13.1.12 Notwithstanding article 13.1.11 above, the functions described in 13.1.1 thru 13.1.10 herein, may be contracted out to other than employees provided that such will not result in layoffs or reductions in the regular hours of work in the workweek, or prevents the recall of a laid off employee for two (2) months or more.
- 13.1.13 Notwithstanding articles 13.1.11 and 13.1.12 above, persons who are not employees within the meaning of this agreement shall not perform duties listed in 13.1.2 above, including maintenance, modification and repair but excluding installation on Corporation owned telecommunications equipment housed on premises which are leased or owned by the Corporation, except in the following circumstances:
- a) When employees are unavailable or not qualified to perform such duties.
 - b) When the equipment has failed during its warranty period. In such case, the supplier may be recalled to correct the deficiency and a sufficient number of employees will be designated to participate.
 - c) The Corporation may send equipment requiring specialized attention back to its suppliers

for repair, modification, calibration or replacement. The rights of the parties under this article will not be unreasonably exercised.

13.1.14 Prior to the installation of new telecommunications equipment or extension to existing telecommunications equipment, the Corporation will consult with the Union and will ensure that a sufficient number of employees participate in the installation and acceptance testing of said equipment in order to maintain the new equipment when it becomes operational. This consultation will be made in application of the provisions of article 2.4 of this Agreement.

13.2 **Training**

13.2.1 The Corporation, in accordance with its policy and practice in this matter, will provide and/or support employees engaged in the acquisition of training necessary to the proper execution of their respective job functions. The Union will be informed of the introduction of new training programs as and when such programs become committed.

13.2.2 When Customer Service Officers are required to work on new equipment or new systems, the Corporation will ensure training to enable them to thoroughly understand the operating procedures.

13.2.3 The Corporation will ensure necessary training to employees concerned:

- a) with new types of telecommunications equipment;
- b) who are relocated or otherwise transferred to work in a position of a significantly different

nature. Such training to be given in accordance with operational timetables.

13.3 Should the Corporation during the life of this agreement create a new job which both parties recognize as forming part of the bargaining unit, or which the C.L.R.B. thus characterizes, the parties will analyse the requirements of the job functions and determine the salary scale to be applied. In the event of disagreement between the parties as to the appropriate salary scale to be applied, the matter may be treated as a grievance, subject to article 16.10 of this collective agreement.

13.4 The parties hereto recognize that training benefits both the Corporation and the employee concerned. Consequently, no overtime shall apply to training or travelling to and from the location where training is given. When such occur outside of normal working hours, the employee will be compensated for a maximum of fourteen (14) hours at his regular salary rate.

ARTICLE 14

TRAVELLING EXPENSES AND RELOCATION ALLOWANCES

14.1 **Travelling expenses**

All employees travelling on Corporation business shall be covered, on such occasions, by all applicable provisions of policy 2.3.1, Travel on Corporation Business Non-Union employees. Copies of this policy shall be remitted to the Union upon satisfaction of this agreement and

any amendment thereto shall be supplied to the Union upon issue.

14.2 **Relocation**

14.2.1 General

- a) The manpower needs of the Corporation require a degree of mobility on the part of its employees. It is the intention of the Corporation to reimburse reasonable expenses incurred by employees while moving to a new location.
- b) Within a reasonable delay prior to the effective date of the relocation, written notification will be sent by the **Organization** Development Department to the employee being relocated. Furthermore, the **Organization** Development Department will review with the employee the specific terms on which the Corporation will assist the employee in meeting expenses incurred by the relocation, and the procedure for such matters as movement of household effects and submission of claims for reimbursement of expenses incurred; these terms will be approved by the Manager, Employee Benefits and the Department Head concerned before being confirmed in writing to the employee by the **Organization** Development Department. The employee is required to reply to the **Organization** Development Department indicating acceptance of the terms within two weeks of receipt of the relocation notification.
- c) The employee is to make the move as economically as possible, and will be held accountable for the relocation budget. The Corporation will reimburse the employee for necessary expendi-

tures incurred on a one-time basis per category of expenditure.

- d) Prior approval of all travel and expenditures for which compensation is expected must be obtained from the Manager, Employee benefits, and the Head of the Department to which the employee will be reporting. Failure by the employee to obtain prior approval could result in non-payment of the relocation expenses. Relocation expenses must comply with the present article; expenses which are not within the article or appear unnecessary or extravagant under the circumstances will not be reimbursed. Each expenditure will be considered on an individual basis and must be supported by vouchers as required. The prior approval of the Vice-President, Organization Development must be obtained by the Head of the Department to which the employee will be reporting, for justifiable departures from the guidelines.
- e) Unless restricted by particular paragraphs in this article, all travel expenses pertaining to transportation, lodging, meals and incidental expenses will be paid in accordance with section 14.1 of this article. Half the allowable adult rates may be claimed for incidental expenses and meal allowances for children under the age of ten (10).
- f) The number of days off at Corporation expenses for the actual move will not normally exceed four working days, however, extensions beyond four working days may be approved by the employee's new Department Head and the Manager, Employee Benefits when justified by circumstances and relocation distance.

14.2.2 Pre-relocation allowances

- a) The relocated employee and spouse will be compensated for travel to and from the place of relocation for a home selection visit not to exceed five working days together with a regular weekend, therefore a total of seven days may be claimed. Compensation will cover one round trip including expenses for transportation, meals and associated miscellaneous expenses (e.g. tips, telephone calls). If the service of a babysitter is required, the costs incurred may be claimed.
- b) Hotel accommodation will be paid for employees residing beyond a 160 km (100 miles) radius of the new location. Employees residing within a 160 km radius (100 miles) will be reimbursed for the number of miles or kilometers travelled daily from the residence to the new location in lieu of hotel accommodation. If the employee finds temporary accommodation with a friend or relative living in the vicinity of the new location, the employee may make a claim for reasonable expenses in lieu of hotel accommodation for the employee and dependents.

14.2.3 Leased dwelling allowance

When the present principal residence is a leased dwelling, the Corporation will pay costs not exceeding three months' rent for cancelling the lease if substantiation is provided.

14.2.4 Housing assistance plan or home owner's allowance

When the present principal residence is a single family dwelling, duplex or triplex privately

owned by the relocated employee or spouse, the employee may choose to either participate in the housing assistance plan offered by Tele-globe, or to sell the principal residence personally, in which case the employee is eligible for the home owner's allowances. The terms of the housing assistance plan and the home owner's allowances are described in paragraphs 14.2.5 and 14.2.6. Whichever method is chosen by the employee, written confirmation of the choice made must be sent to the Organization Development Department.

14.2.5 Housing assistance plan

When the present principal residence is a single family dwelling, duplex or triplex privately owned by the employee or spouse and the decision is made by the employee to participate in the housing assistance plan, the following terms will apply:

- a) The Corporation will provide a list of real estate brokers from which the employee will select a firm to perform an appraisal. A second appraisal will be performed by the real estate brokerage firm participating in the housing assistance plan. If the difference between the two appraisals exceeds 4%, a third independent appraisal will be arranged by the real estate brokerage firm at the expense of the Corporation. The sale price will be established by the brokerage firm based on the two closest appraisals. The residence must remain in good condition until title is transferred to a third party.
- b) The real estate brokerage firm will submit to the employee a written offer to purchase the residence at the established sale price within 90

days of acceptance of the offer by the employee, or upon the date of relocation of the employee to the new location, whichever event occurs last. This offer to purchase will be made by registered mail. Acceptance of the offer to purchase at the established sale price must be submitted in writing to the real estate brokerage firm within 7 days of receipt of the registered offer. Such offer will be conditional upon the employee remaining liable for loss by fire or other damages until the transaction occurs and being able at such time to provide the brokerage firm with a good and marketable title to the residence, free and clear of all encumbrances. Furthermore, if the employee's employment with the Corporation is terminated for any reason prior to the transfer of the residence to the brokerage firm, the offer will become null and void and of no effect. If the employee does not accept the offer within the 7 days indicated, the offer is no longer binding on the real estate brokerage firm and will become null and void and of no effect.

- c) The established sale price is final and if the employee refuses to accept the offer to purchase at the established sale price, then full responsibility for the sale of the residence rests with the employee (refer to Home Owner's Allowances for allowable claims).
- d) If the employee accepts the offer to purchase at the established sale price, the brokerage firm will then list the residence for sale through the Multiple Listing Service at a price equal to the sale price or at a price not to exceed 110% of the established sale price, as agreed to by the brokerage firm and the employee. In the event

that a purchaser is not found during the first 30 days of the listing period, the brokerage firm, at its discretion, may reduce the listing price from 110% of the established sale price to 105%. Furthermore, if a purchaser is not found during the first 60 days of the listing period, the brokerage firm, at its discretion, may reduce the listing price, provided that it does not go below the established sale price. However, under no circumstance will the list price be less than the established sale price. The employee will remain entirely responsible for all aspects of the Administration of the residence, including insurance, until title is transferred to a purchaser or the real estate brokerage firm.

- e) If the residence is sold to a third party prior to the real estate brokerage firm acquiring title to the residence, any sum received in excess of the established sale price will accrue to the benefit of the employee.
- f) The employee must accept any offer to purchase which is equal to or more than the established sale price, provided that the method of payment specified in the offer allows for a cash payment of the difference between the mortgage(s) and the total sale price of the residence.
- g) If the residence is not sold prior to the expiry of the 90 days period set out in the offer to purchase by the brokerage firm, the brokerage firm will proceed with the transaction pursuant to the terms of the offer at the established sale price within 30 days of receipt of all title documents.
- h) If the employee purchases a new residence at the new location prior to the expiry of the 90 days period agreed to at the time of offer to

purchase by the brokerage firm, the employee may request the brokerage firm, after having obtained the Corporation's prior approval, to proceed immediately with the purchase of the old residence; the real estate brokerage firm will proceed with the transaction pursuant to the terms of the offer at the established sale price within 15 days of receipt of all title documents.

- i) In such case of purchase by the brokerage firm, the brokerage firm will pay to the employee the established sale price, less any amounts for the existing mortgage, privileges and other encumbrances which the brokerage firm may assume under the transaction as purchaser. Adjustment of taxes, rents, electricity, fuel, etc., will be made at the time of the transaction.

14.2.6 Home owner's allowances

- a) When the present principal residence is a single family dwelling, duplex or triplex privately owned by the employee or spouse and the decision is made by the employee to sell the principal residence personally, reimbursement of the following costs related to the sale of the residence and to the purchase of a principal residence in the new location will be made upon receipt of supporting documents, including copies of agreement of sale and/or purchase, lawyer's statement of account and other related vouchers:
 - . customary lawyer, notary and other legal fees;
 - . property transfer fees and other similar taxes levied under statutory authorities;

- fees related to obtaining and/or cancelling a first mortgage (where possible, arrangements should be made with the lending institution to waive the cancellation penalty, i.e., finance the residence at the new location with the same lending institution);
 - . surveyor's fees as required for updating or preparing a certificate of location;
 - . the cost of advertising the property for sale or the real estate broker's commission (not to exceed the local Multiple Listing Service fee charged against the sale price).
- b) Costs incurred for repairs to property, additions, building inspections, land staking and other like costs are the employee's responsibility and will not be reimbursed by the Corporation.
- c) The employee will remain entirely responsible for all aspects of the administration of the old residence, including insurance, until title is transferred to a third party.

14.2.7 Moving allowances

- a) The Corporation and the employee will both obtain an appraisal from a nationally affiliated van line. They must agree on the most appropriate company with which to make the moving arrangements.
- b) The employee must inform the Manager, Employee Benefits, of the expected moving date at least two weeks in advance.
- c) The following services must be identified and/or billed separately by the moving company:

- . insurance for goods while in storage and transit;
 - . moving of household goods;
 - . packing;
 - . storage for a maximum of two months (if necessary);
 - . transportation of two cars;
 - . connection and disconnection of appliances.
- d) Moving expenses will be paid only after the employee has verified that all items were received at the new location in good condition. In the event of damage, it is the responsibility of the employee to submit a claim of restitution to the moving company within the period specified in the contract with the mover. The employee will report the results of the claim to the Organization Development Department,
- e) The sum of **\$2,600.00** will be paid to cover associated expenses pertaining to the relocation of the principal residence. This payment includes, but is not necessarily limited to, the following items:
- . cleaning of new residence prior to occupancy;
 - . taking up, altering, necessary cleaning and relaying of carpets;
 - . labour and cleaning involved in altering and rehanging drapes;
 - . duplicate local licenses such as automobile license in a second province during the same year;

- duplicate school books and uniforms which must be purchased at the new location;
 - . cost of transportation of household pets;
 - . cost of purchasing or taking down and re-installing radio or television aerials;
 - . cost of moving bulky items, such as a boat, not normally included in household effects;
 - . cost of decorating the new residence.
- f) Expenses incurred by the employee which exceed the allowances received, and which have not been otherwise defrayed by the Corporation, may be deducted when the employee files his individual income tax returns. The employee is therefore advised to keep his receipts to support such deductions.
- g) The cost of final transportation of the employee and dependents from the present place of residence to the new residence will be paid provided it is demonstrated that the most direct and economical route and mode of travel were used.

14.2.8 Post-relocation allowances

- a) If by the effective date of relocation the employee is effectively relocated without having found a new principal residence, expenses for temporary accommodation will be paid for the employee and family for up to one month. These expenses include lodging, meals (half rates for meals will be paid for children under the age of ten) and miscellaneous expenses such as tips, telephone, laundry, and are payable only for the month immediately following the effective date of relocation (refer to Section 14.1 of this article). If the employee arranges to

stay with relatives or friends, then a claim can be made for reasonable expenses in lieu of hotel accommodation for the employee and dependents.

- b) Temporary living accommodation for a period not to exceed three months will be paid for the employee in circumstances where the family cannot travel to the new location at the same time as the employee because of unavoidable circumstances (e.g., awaiting the end of school term, new residence not ready).
- c) Expenses for normal living and travel allowances will be paid in accordance with Section 14.1 of this article. Necessary arrangements must be made with the Manager, Employee Benefits as soon as it appears that such a situation may occur. Claims for reimbursement of temporary living accommodation must be submitted to the **Organization** Development Department on a monthly basis and must be supported with copies of appropriate receipts.
- d) Upon specific prior approval, one commuter trip home per month outside of normal working hours will be granted the employee if the family cannot travel to the new location at the same time as the employee because of unavoidable circumstances (see paragraph above). This may be extended to two commuter trips a month provided prior approval is obtained from the Manager, Employee Benefits and the Department head concerned. If the relocation involves a move from the west coast to eastern Canada, or vice versa, an additional two days for travel may be granted the employee for one commuter trip home per month, provided prior

approval is obtained from Manager, Employee Benefits and the Department Head concerned.

14.2.9 Unallowable expenses

The Corporation will not pay the following:

- . expenses directly associated with the move and incurred due to cost of living escalations, This includes increased school, municipal and water taxes or increased automobile insurance premiums, higher costs of housing, etc.;
- . any costs associated with the relocation of second residences, chalets, above ground swimming pools, etc.

14.3 As far as possible, the Corporation will give due regard to the seniority and domestic position of the employee in cases of voluntary relocation. In cases of involuntary relocation, reverse order of seniority shall apply.

14.4 The maximum period of service at a Station to which an employee has been involuntarily relocated, except where such relocation arises because of staff redundancy, shall not exceed three (3) years. If the employee remains at such station beyond three (3) years, and until retirement, he shall be deemed to have been relocated involuntarily for the purpose of paragraph 6.3

14.5 * An employee required to travel on Corporation business outside of normal working hours will be compensated for a maximum of fourteen (14) hours at his regular salary rate.

14.6 An employee within five (5) years of his normal retirement age shall not be relocated

against his will unless the position at the Station at which he is serving becomes redundant.

14.7 The movement of an employee from one facility to another within any given metropolitan location shall not constitute a relocation for purposes of application of the provisions of this article 14 of the current Collective Agreement.

14.8 Employees temporarily assigned, within their work location, to a **worksite** or facility different from their regular place of work will, for the duration of such temporary assignment, be reimbursed reasonable, justifiable additional expenses incurred as follows:

- a) Up to **\$6.50** for each meal where no suitable lunch area is provided and upon presentation of a receipt;
- b) Transportation time when such exceeds the employee's usual transportation time by more than 30 minutes, unusual traffic mishaps notwithstanding. Such time shall be taken in time off at straight time at a moment convenient to the employee and the Corporation;
- c) Employees on part-day round trip assignments or one way trips between their regular place of work and the temporary **worksite** will be paid incurred public transportation costs, or **authorized** taxi fare or the applicable kilometer allowance when using their private vehicle or will be supplied with a Corporation owned vehicle upon Corporation decision.
- d) When travelling directly between home and a temporary worksite, the employee will be paid the incurred additional public transportation costs or kilometer allowances applicable to the extra distance travelled by such employee, by

the shortest route, when such distance is in excess of two (2) kilometers per one way trip.

- 14.8.1 Employees on temporary assignment for one or more full workdays may be required to report directly to the chosen **worksite** and to operate therefrom for the duration of such assignment.
- 14.8.2 When employees are required to transport **delicate** and/**& costly** test equipment, provided by the Corporation, to a different worksite, the Corporation will provide car or taxi transportation in the event public transportation is unsuitable or when such employee will not be using his personal vehicle, and will assume the responsibility for such equipment provided it is handled and cared for normally by the employee(s) concerned.

ARTICLE 15

ACCOMMODATION AND TRANSPORTATION ALLOWANCES

- 15.1 * At Mill Village, Lake Cowichan and Beaver Harbour, an accommodation allowance of \$30.00 per month will be paid to employees who are not offered or provided with accommodations subsidized by the Corporation. **This paragraph will be deleted on January 1, 1995.**
- 15.2 The Corporation shall provide transportation within reasonable city limits, at the conclusion of the shift for female employees whose shift is from 16:00 h. to 24:00 h.
- 15.3 * At Mill Village, Beaver Harbour, Port Alberni and Lake Cowichan, the following travel assis-

tance allowance will apply for employees using personal vehicles to travel to and from work:

- a) \$1.00 per day if the employee lives within a radius of 5 to 20 miles from the station;
- b) \$1.50 per day if the employee lives beyond a radius of 20 miles from the station.

This allowance is paid bi-weekly along with the employee's salary and is subject to income tax. **This paragraph will be deleted on January 1, 1996.**

ARTICLE 16

GRIEVANCE AND ARBITRATION PROCEDURE

- 16.1 It is mutually agreed by the parties to settle alleged grievance as quickly as possible.
- 16.2 For the purpose of application of this collective agreement, a grievance shall mean any difference concerning the interpretation, application, administration or alleged violation of this agreement.
- 16.3 Any grievance shall be dealt with in the following manner:
 - 16.3.1 ~~Step One~~ Employee having a grievance shall first attempt to adjust the matter orally with his immediate Supervisor who shall have five (5) days in which to render a decision.
 - 16.3.2 Step Two If the decision given to the employee is not satisfactory, then the employee may, within seven (7)

days from the rendering of the said decision, present his grievance in writing accompanied by a local delegate of the Union to the local Manager or appropriate officer of the Corporation, who shall give his written decision to the employee within seven (7) days from the time such representations are presented to him.

- 16.3.3 Step Three If the decision given to the employee is not satisfactory, the Union may, within ten (10) days of the receipt of said decision by the employee, present the grievance in writing and signed by the highest officer of the Union or his authorized representative to the Vice-President, Organization Development, or his delegate, with a request for a meeting to discuss the said grievance. The Corporation shall arrange a meeting with the highest officer(s) of the Union within ten (10) days following receipt of the grievance and request for discussion and it shall render its written decision within ten (10) days following such meeting. However, the Corporation shall not be called upon to meet more than two (2) of the highest officers of the Union at any such meeting.
- 16.3.4 Step Four In the event that a grievance shall not have been satisfactorily settled according to the foregoing proce-

dure, such grievance may then, by notice in writing given by one party to the other within twenty (20) days from the giving of the decision by the Corporation at Step 3, be referred to arbitration. For purposes of arbitration, Step 3 shall be the arbitrable grievance.

- 16.4 Grievances must be submitted within forty (40) days of the acknowledgement by the employee of the occurrence giving rise to said grievance but no later than 60 days following the effective date of said occurrence. No grievance submitted beyond the aforementioned delays will be receivable or arbitrable.
- 16.5 Days referred to in this article 16 are the concerned employee's scheduled workdays, exclusive of listed days off and holidays.
- 16.6 Either party may proceed to the next step stipulated in the foregoing procedure whenever the other party fails to comply with the prescribed time limits.
- 16.7 Any time limit fixed by this article for the taking of action by either the Corporation or the Union, may be extended by mutual consent.
- 16.8 When two or more employees have a common grievance, this may be presented as a group grievance and a single written submission presented at Step 2 of the above procedure if only one location is involved. If the grievance involves more than one location, the single submission would be required only when the grievance reaches Step 3.

- 16.9 Any grievance respecting suspension, discharge or disciplinary measure, may be initiated at Step 3 of the above procedure.
- 16.10 Whenever it is presumed that the Collective Agreement has been violated, misinterpreted, improperly applied or administered, and that the interests of one of the parties have been affected as a result, the Corporation or the Union may formulate and file a grievance in writing at step 3 of the grievance procedure.
- 16.11 When a grievance is referred to arbitration, the parties agree to submit said grievance to a single arbitrator. The parties will seriously attempt to come to an agreement in selecting one of the following to arbitrate the matter:
Louis B. Courtemanche
Roger Martin
Jean-Yves Durand
André Rousseau
François G. Fortier
André Sylvestre
- In the event of disagreement of the parties concerning the above, an impartial arbitrator will be nominated by the Minister, Labour Canada, at the request of either or both parties.
- 16.12 The parties agree that an arbitrator appointed pursuant to this Agreement has, in excess of the powers granted to him by the Canada Labour Code, the powers:
- a) To make such enquiries as he deems necessary;
 - b) To adjourn and postpone the proceeding from time to time if necessary;
 - c) To permit the amendment of any document filed in connection with the proceeding, provi-

ded that such amendment does not have for effect to change the nature of the grievance;

- d) To review, confirm, nullify or modify any suspension, discharge, or disciplinary measure, including the power to order the reinstatement of the employee and reimbursement of any loss in salary and benefits suffered by the employee.

- 16.13 The arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement, insofar as shall be necessary for the determination of the grievance submitted, but shall not have jurisdiction or authority to alter in any way, or to add to, or to subtract from, or modify any of the terms of this Agreement. Resort cannot be had to arbitration as provided for above, unless and until all specified steps of the Grievance Procedure for such grievance have been followed.
- 16.14 The decision of the Arbitrator shall be final and binding upon both parties. Any expense in connection with the Arbitrator shall be shared equally by the parties.
- 16.15 In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merit.
- 16.16 Technical errors shall not invalidate a grievance and may be corrected at any step of the procedure. In the event that a grievance is amended for reasons other than technical errors, it shall be **re-submitted** at Step 2 of the above procedure.
- 16.17 In the event that the Corporation files a grievance to the Union, the procedure above described shall apply **mutatis mutandis**.

ARTICLE 17

SALARIES

- 17.1 a) Employees' individual salary rates are adjusted on scales by an automatic progression of two (2) scale points on January 1st of each calendar year unless limited by a barrier, the maximum of the scale or paragraph 17.2 following.
- b)* Subject to paragraph 17.2 below, Telecommunication Technologists will progress from scale point 26 up to and including, but not exceeding, scale point 14, at the rate of three (3) scale points each January 1. Beyond scale point 14, progression will continue at the rate defined in 17.1 a) above.
- 17.2 No employee will receive a scale point increase during his probationary period as a new employee with the Corporation or as an employee newly covered by this Agreement. In case of promotions, the scale point increase will be granted to the employee only upon satisfactory completion of the probationary period and only if such increase would have been effective during this period. In this case, the increase will be granted retroactively to January 1st.
- 17.3 a)* Progression beyond the first Telecommunication Technologists barrier is dependent upon the employee satisfying the following conditions: thirty-six (36) months at the level immediately below the barrier or proven technical competence to analyze, interpret and evaluate various telecommunications systems along with demonstrated superior capabilities in a specialized area.

b)**Progression beyond the second Telecommunication Technologists barrier cannot occur until after January 1, 1996. After this date, the employee who has remained fifty-four (54) months at scale point 4 since January 1, 1994, or demonstrated technical competence to analyze, interpret and evaluate various telecommunications systems along with superior capabilities in a specialized area, will progress to scale point 3. The employee's salary rate shall increase by one (1) scale point each January 1 thereafter.

17.4 * Salary group composition

ST-01

Janitor

ST-02

Maintenance Handyman

ST-03

Stationary Engineman
Specialist, Circuit and Network

ST-04

Customer Service Officer

ST-05

Certified Tradesman
Technician
Technical Officer, Customer Service
Senior Programmer

ST-06

Draftsman

ST-07

Sales Support Representative

Intermediate Information Systems Analyst
Network Resource Allocation Specialist

ST-08

Certified Maintenance Technician

ST-09

Intermediate Information Systems Analyst
Senior Information Systems Analyst
Specialist, Telegraph Systems
Technical Officer, Power Installations
Technical Officer, Mechanical and Civil Engineering
Specialist, Routing and Traffic
Specialist, Resource Allocation

ST-10

Telecommunication Technologist
Network Resource Allocation Specialist
Senior Systems Analyst
Facility Administrator, International Telecommunications
Analyst, Facility and Space Management
Specialist, Telephone Service Analysis

ST-11

Coordinator, Project Management
Intermediate Information Systems Analyst
Senior Information Systems Analyst
Analyst, Technical Support
Executive Technical Officer
Circuit Allocation Specialist
Specialist, Network Architecture
Senior Specialist, Telephone Service Analysis
Network Resource Allocation Specialist
Specialist, Planning
Systems Software Specialist

ST-12

Executive Technical Officer
Country Manager, Africa
Senior Coordinator, Satellite Arrangements
Network **Modeling** Specialist
Network Resource Allocation Specialist
Country Manager, Pacific
Senior Network Planner
Specialist, Telecommunications Systems
Senior Specialist, **Organization** and Methods
Country Manager, Middle East, Canadian Carriers

17.4.1 Network Traffic Controllers

The title «Network Traffic Controller,, re-groups all International Operators/ Telecommunications and Control Operators on staff as at 1 **january 1985**, who have been reclassified Customer Service Officers, and applies solely and exclusively to said employees. It is understood that the job content of functions merged under this title shall correspond to that of functions described in 13.1.1.

17.5 * Salary Scales

The following salary scales shall be in effect from January 1, **1994** to December 31, **1995**. The parties agree to renegotiate monetary issues other than premiums, overtime and fringe benefits so as to determine employees' compensation for the period from January 1, **1996** until the collective agreement expires. Salary scales applicable on December 31, **1995** as well as the variable compensation plan shall continue to apply until an agreement is reached.

17.5.1 **SALARY GROUP ST-01**

-- Janitor

Scale Point		Bi-weekly	Annual
01	\$1	049.42	\$27 360
02	\$1	018.84	\$26 563
03	\$	989.16	\$25 789
04	\$	960.36	\$25 038
05	\$	932.38	\$24 308
06	\$	905.20	\$23 600
07	\$	878.88	\$22 914
08	\$	853.30	\$22 247
09	\$	828.40	\$21 598
10	\$	804.28	\$20 969
11	\$	780.86	\$20 358

17.5.2 **SALARY GROUP ST-02**

-- Maintenance Handyman

Scale Point		Bi-weekly	Annual
01		\$1,286.52	\$33,541
02		\$1,249.04	\$32,564
03		\$1,211.58	\$31,588
04		\$1,175.28	\$30,641
05		\$1,140.00	\$29,721
06		\$1,105.76	\$28,829
07		\$1,072.64	\$27,965
08		\$1,040.44	\$27,126
09		\$1,009.22	\$26,312
10	\$	978.98	\$25,523
11	\$	949.60	\$24,757
12	\$	921.10	\$24,014

17.5.3 **SALARY GROUP ST-03**

- Stationary Engineman
- Specialist, Circuit and Network

Scale Point	Bi-weekly	Annual
01	\$1 489.54	\$38 834
02	\$1 444.88	\$37 670
03	\$1 401.58	\$36 541
04	\$1 359.54	\$35 445
05	\$1 318.82	\$34 383
06	\$1 279.32	\$33 354
07	\$1 240.92	\$32 353
08	\$1 203.74	\$31 383
09	\$1 167.68	\$30 443
10	\$1 132.66	\$29 530
11	\$1 098.72	\$28 645
12	\$1 065.82	\$27 787

SALARY GROUP ST-04

– Customer Service Officer

Scale Point	Bi-weekly	Annual
01	\$1586,40	\$41 360
02	\$1555,32	\$40 549
03	\$1524,78	\$39 753
04	\$1479,04	\$38 561
05	\$1434,66	\$37 404
06	\$1391,68	\$36 283
07	\$1349,92	\$35 194
08	\$1309,40	\$34 138
09	\$1270,06	\$33 112
10	\$1232,02	\$32 120
11	\$1195,06	\$31 157
12	\$1159,18	\$30 221
13	\$1124,42	\$29 315
14	\$1090,70	\$28 436
15	\$1057,98	\$27 583
16	\$1026,22	\$26 755
17	\$ 995,44	\$25 953
18	\$ 965,58	\$25 174
19	\$ 936,64	\$24 420
20	\$ 908,52	\$23 686
21	\$ 881,24	\$22 975
22	\$ 854,82	\$22 286
23	\$ 829,20	\$21 618
24	\$ 804,32	\$20 970
25	\$ 780,20	\$20 341
26	\$ 756,76	\$19 730
27	\$ 734,10	\$19 139
28	\$ 712,06	\$18 564

17.5.5
*

SALARY GROUP 5

- Certified Tradesman
- Technician
- Technical Officer, Customer Service
- Senior Programmer

Scale Point	Bi-weekly	Annual
01	\$1,670.86	\$43,562
02	\$1,638.08	\$42,707
03	\$1,605.96	\$41,870
04	\$1,574.50	\$41,049
05	\$1,527.26	\$39,818
06	\$1,481.44	\$38,623
07	\$1,436.98	\$37,464
08	\$1,393.86	\$36,340
09	\$1,352.08	\$35,251
10	\$1,311.48	\$34,192
11	\$1,272.14	\$33,166
12	\$1,233.96	\$32,171
13	\$1,196.98	\$31,207

17.5.6 SALARY GROUP ST-06

– Draftman

Scale Point	Bi-weekly	Annual
01	\$1,738.06	\$45,314
02	\$1,685.90	\$43,954
03	\$1,635.28	\$42,634
04	\$1,586.26	\$41,356
05	\$1,538.68	\$40,116
06	\$1,492.54	\$38,913
07	\$1,447.72	\$37,744
08	\$1,404.36	\$36,614
09	\$1,362.22	\$35,515
10	\$1,321.34	\$34,449
11	\$1,281.68	\$33,415
12	\$1,243.26	\$32,414
13	\$1,205.90	\$31,440

SALARY GROUP ST-07

- Sales Support Representative
- Intermediate Information Systems Analyst
- Network Resource Allocation Specialist

Scale Point	Bi-weekly	Annual
01	\$1811,72	\$47 234
02	\$1776,20	\$46 308
03	\$1741,37	\$45 400
04	\$1707,22	\$44 510
05	\$1673,75	\$43 637
06	\$1640,93	\$42 781
07	\$1608,76	\$41 943
08	\$1577,21	\$41 120
09	\$1546,29	\$40 314
10	\$1515,97	\$39 523
11	\$1486,24	\$38 748
12	\$1457,10	\$37 989
13	\$1428,53	\$37 244
14	\$1400,52	\$36 513
15	\$1373,06	\$35 798
16	\$1346,13	\$35 096
17	\$1319,74	\$34 407
18	\$1293,86	\$33 733

17.5.8

SALARY GROUP ST-OS

– Certified Maintenance Technician

Scale Point	Bi-weekly	Annual
01	\$1890,42	\$49 286
02	\$1835,36	\$47 850
03	\$1781,92	\$46 457
04	\$1730,00	\$45 104
05	\$1679,66	\$43 791
06	\$1630,74	\$42 516
07	\$1583,20	\$41 276
08	\$1537,10	\$40 074
09	\$1492,32	\$38 907
10	\$1448,84	\$37 773
11	\$1406,66	\$36 674
12	\$1365,68	\$35 605

SALARY GROUP ST-09

- Intermediate Information Systems Analyst
- Senior Information Systems Analyst
- Specialist, Telegraph Systems
- Technical Officer, Power Installations
- Technical Officer, Mechanical and Civil Engineering
- Specialist, Routing and Traffic
- Specialist, Resource Allocation

Scale Point	Bi-weekly	Annual
01	\$1963,99	\$51 204
02	\$1925,48	\$50 200
03	\$1887,73	\$49 216
04	\$1850,71	\$48 251
05	\$1814,42	\$47 305
06	\$1778,85	\$46 377
07	\$1743,97	\$45 468
08	\$1709,77	\$44 576
09	\$1676,25	\$43 702
10	\$1643,38	\$42 845
11	\$1611,16	\$42 005
12	\$1579,56	\$41 181
13	\$1548,59	\$40 374
14	\$1518,23	\$39 582
15	\$1488,46	\$38 806
16	\$1459,27	\$38 045
17	\$1430,66	\$37 299
18	\$1402,61	\$36 568

17.5.10
**

SALARY GROUP ST-10

- Telecommunication Technologist
- Network Resource Allocation Specialist
- Senior Systems Analyst
- Facility Administrator, Inter. Telecom.
- Analyst, Facility and Space Management
- Specialist, Telephone Service Analysis

Scale		
Point	Bi-weekly	Annual
01	\$2138,48	\$55 753
02	\$2117,31	\$55 201
03	\$2096,34	\$54 655
<hr/>		
04	\$2078,90	\$54 200
<hr/>		
05	\$2038,16	\$53 138
06	\$1976,98	\$51 543
07	\$1917,72	\$49 998
08	\$1860,16	\$48 497
09	\$1804,34	\$47 042
10	\$1750,28	\$45 632
11	\$1697,72	\$44 262
12	\$1646,82	\$42 935
13	\$1597,36	\$41 645
14	\$1549,50	\$40 398
15	\$1502,98	\$39 185
16	\$1457,92	\$38 010
17	\$1414,16	\$36 869
18	\$1371,72	\$35 763
19	\$1330,58	\$34 690
20	\$1290,68	\$33 650
21	\$1251,96	\$32 640
22	\$1214,34	\$31 660
23	\$1177,94	\$30 711
24	\$1142,60	\$29 789
25	\$1108,34	\$28 896
26	\$1075,08	\$28 029

17.5.11
**

SALARY GROUP ST-11

- Coordinator, Project Management
- Intermediate Information Systems Analyst
- Senior Information Systems Analyst
- Analyst, Technical Support
- Executive Technical Officer
- Circuit Allocation Specialist
- Specialist, Network Architecture
- Senior Specialist, Telephone Service Analysis
- Network Resource Allocation Specialist
- Specialist, Planning
- Systems Software Specialist

Scale Point	Bi-weekly	Annual
01	\$2314,68	\$60 347
02	\$2269,29	\$59 164
03	\$2224,80	\$58 004
04	\$2181,17	\$56 866
05	\$2138,41	\$55 751
06	\$2096,48	\$54 658
07	\$2055,37	\$53 586
08	\$2015,07	\$52 536
09	\$1975,56	\$51 506
10	\$1936,82	\$50 496
11	\$1898,84	\$49 506
12	\$1861,61	\$48 535
13	\$1825,11	\$47 583
14	\$1789,32	\$46 650
15	\$1754,24	\$45 735
16	\$1719,84	\$44 839
17	\$1686,12	\$43 959
18	\$1653,06	\$43 098

17.5.12 SALARY GROUP **ST-12**

**

- Executive Technical Officer
- Country Manager, Africa
- Senior Coordinator, Satellite Arrangements
- Network Modeling Specialist
- Network Resource Allocation Specialist
- Country Manager, Pacific
- Senior Network Planner
- Specialist, Telecommunications Systems
- Senior Specialist, Organization and Methods
- Country Manager, Middle East, Canadian Carriers

Scale Point	Bi-weekly	Annual
01	\$2505,66	\$65 326
02	\$2456,53	\$64 045
03	\$2408,36	\$62 789
04	\$2361,14	\$61 558
05	\$2314,84	\$60 351
06	\$2269,45	\$59 168
07	\$2224,95	\$58 008
08	\$2181,33	\$56 870
09	\$2138,56	\$55 755
10	\$2096,62	\$54 662
11	\$2055,51	\$53 590
12	\$2015,21	\$52 539
13	\$1975,70	\$51 509
14	\$1936,96	\$50 499
15	\$1898,98	\$49 509
16	\$1861,74	\$48 538
17	\$1825,24	\$47 587
18	\$1789,45	\$46 653

ARTICLE 18

NO STRIKE - NO LOCK OUT

- 18.1 The Union and Corporation agree that there will be no work stoppages, no study sessions, no strikes and no lock outs during the duration of this Agreement.

ARTICLE 19

MANAGEMENT RIGHTS

- 19.1 It is **recognized** that the Management of the Corporation, the control of its properties and the maintenance of order on its premises is solely the responsibility of Management.
- 19.2 Other rights and responsibilities belonging to the Management of the Corporation and hereby **recognized**, prominent among which, but by no means wholly inclusive are:
- a) The right to decide the number and location of plants;
 - b) The right to decide the amount of supervision necessary;
 - c) The right to decide the amount and type of machinery and technical equipment;
 - d) The right to decide the methods, procedures and standards of operations;
 - e) The right to decide the operating schedules;
 - f) The right to decide the selection, procurement, designing and engineering of equipment which

may be incorporated into the Corporation plants;

- g) The right to decide the selection, the direction and the determination of the size of the work forces.

19.3 It is also recognized that Management has the following rights provided they are exercised in accordance with the provisions of this Agreement:

- a) The right to decide the working schedules.
- b) The right to hire employees.
- c) The right to transfer employees.
- d) The right to promote employees.
- e) The right to retire employees.
- f) The right to suspend employees.
- g) The right to discharge employees for just cause.
- h) The right to lay off employees because of lack of work.
- i) The right to decide the type of supervision necessary.

ARTICLE 20

STAFF REDUCTION AND RECALL

20.1 In the event that the Corporation finds it necessary to reduce the workforce, in any one location or at large, for reasons other than automation, mechanization or technological change, the following provisions shall apply:

- 20.1.1 The Corporation shall consult with the Union to provide information on the prevailing situation,
- 20.1.2 The Corporation shall make every effort to adjust the situation by way of normal retirements or transfers of staff.
- 20.1.3 A transfer, as stipulated in 20.1.2 above, shall only entail reclassification to a job of lower salary scale level if such reclassification is voluntary.
- 20.1.4 Should relocations, within job classification, be required, such will be offered for selection in order of seniority in the location(s) affected and then, if necessary, outstanding relocations will be effected in inverse order of seniority.
- 20.1.5 Should compulsory staff reductions nevertheless be required, such shall be made in reverse order of job seniority, on a Corporation wide basis.
- 20.1.6 Positions vacated as a result of the application of the aforesaid process shall be offered, on a voluntary basis, in order of seniority in every location where vacancies exist that need filling, to employees qualified for such jobs as are offered.
- 20.1.7 No relocation requested by an employee in application of 20.1.6 above will be contemplated where a suitable position or job of equivalent or better salary scale level exists in such employee's location which requires filling and which such employee is qualified to fill.
- 20.1.8 Remaining surplus employees if any, in the location(s), if applicable, where a surplus has been identified, will then relocate, in reverse

order of seniority, into the positions vacated in application of 20.1.2 and 20.1.5 above. The aforesaid surplus employees shall be the junior employees in the job or jobs concerned and in the location or locations affected.

- 20.1.9 An employee required to transfer as a result of the application of the foregoing procedure may elect to be laid off rather than transferred, and this regardless of his/her seniority position. The Corporation will accept such request provided it does not induce the necessary relocation of another employee and the laid off employee shall thereafter be subject to recall in his chosen location and job only.
- 20.1.10 An employee with more seniority may elect to be laid off in lieu of an employee with less seniority within the same job and location.
- 20.1.11 No employee who is a member of the Union shall be laid off unless and until all employees who are not members of the Union have been laid off. Conversely, nobody who is not a member of the Union shall be hired or contracted to perform duties formerly performed by laid off employees before such laid off employees have been recalled to work, subject to the application of article 13.1.13.
- 20.1.12 Paragraph 20.1 notwithstanding, employees declared surplus for reasons of introduction of automation, mechanization or technological change and who have less than one (1) year of service with the Corporation shall be subject to the provisions of articles 20.1.1 through 20.3.2 inclusive.
- 20.1.13 Employees laid-off in application of the foregoing procedure shall be given thirty (30) days'

advance notice, in writing, of such layoff or thirty (30) days' salary in lieu of notice.

20.2 Supplementary unemployment insurance benefit in case of layoff

20.2.1 Employees laid off in accordance with the provisions of article 20;1 herein shall receive a layoff allowance in application of the Supplementary Unemployment Insurance Benefit in case of layoff.

20.2.2 The total layoff allowance to which an employee is entitled while on layoff is determined as follows:

<u>Years of continuous service completed at date of layoff</u>	<u>Total layoff allowance period</u>
Less than 1 year	0
1 year	2 weeks
2 years	3 weeks
3 years	4 weeks
4 years	5 weeks
5 years	6 weeks
6 years	7 weeks
7 years	8 weeks
8 years	9 weeks
9 years	10 weeks
10 years	11 weeks
11 years	12 weeks
12 years	13 weeks
13 years	14 weeks
14 years	15 weeks
15 years	16 weeks
16 years	17.1 weeks
17 years	18.2 weeks
18 years	19.3 weeks
19 years	20.4 weeks

20 years	21.5 weeks
21 years	22.6 weeks
22 years	23.7 weeks
23 years	24.8 weeks
24 years	25.9 weeks
25 years	27 weeks
26 years	28 weeks
27 years	29 weeks

Beyond 25 years of continuous service and for each additional year of completed continuous service, the total layoff allowance period corresponds to one week per year of completed continuous service increased by an additional period of two (2) weeks.

- 20.2.3 a) The Supplementary Unemployment Insurance Benefit in case of layoff takes effect when an employee applies for and qualifies for Unemployment Insurance Benefits and upon presentation of proof of receipt of such benefit.
- b) The weekly allowance shall be equivalent to 95% of the employee's normal weekly salary at the time of layoff less the weekly Unemployment Insurance Benefit entitlement for such employee.
- c) In respect of the foregoing paragraphs, the employee's revenue from unemployment insurance benefits, supplementary unemployment benefits and all other remuneration shall, under no circumstance, exceed 95% of such employee's gross basic weekly salary.

20.2.4 The layoff allowance ceases to be paid for any of the following reasons:

- a) When the total layoff allowance period has expired;

after the written request of the employee, the following information:

- a) the total period of pensionable service of that employee;
- b) any period of service which is not pensionable;
- c) the average annual salary for the five (5) or six (6) consecutive year period, as applicable, during which the employee received the highest salary, the identification of said years and the salary received during each year covered by this period;
- d) the different options of benefits to which the employee may be entitled upon retirement, and, if necessary, a complete explanation of such options.

21.2 The Corporation agrees to provide employees with a group life insurance plan, a supplementary health insurance plan and a dental insurance plan.

21.3 The Corporation agrees to maintain, for the duration of the current Collective Agreement, the general level of benefits available under the above mentioned insurance plans.

21.4 The Corporation agrees to provide its employees with two (2) retirement plans whose application shall be governed by the clauses thereof.

21.5 The Corporation agrees not to modify the general level of benefits available under either of the two retirement plans except as specifically provided for in each of the plans.

21.6 The Corporation may nevertheless modify, at its discretion, the modalities of any of the aforementioned insurance plans after having in-

formed the Union and requested its comments concerning the proposed modifications, except in the case of the retirement plans, the provisions of which specifically stipulate modification or suppression mechanisms.

- 21.7 The Corporation agrees not to increase the rate of contributions to be paid by the employees covered by the current Collective Agreement in regard of the aforementioned insurance plans. However, if experience or the insurer's actuaries determine that an adjustment of premiums is required in regard of any one of these insurance plans, the Corporation may, after consultation with the Union, adjust accordingly the contributions payable by the employees toward the insurance plans concerned.
- 21.8 Notwithstanding the foregoing, should legislation or regulations affect any of the aforementioned plans, the Corporation shall have the right to modify the benefit levels of the said plans to take into consideration the modifications to the law or regulations.
- 21.9 The Corporation will also continue to offer employees taking normal retirement the opportunity to acquire, if available, at their own expense, life and health insurance at group rates.

ARTICLE 22

HEALTH AND SAFETY

- 22.1 The parties to this collective agreement recognize the need to protect the health and safety of all employees.

- 22.2 The Corporation recognizes that the Union is responsible for appointing its own representatives to the local health and safety committee.
- 22.3 The Corporation will advise the health and safety committee, at the time of regular scheduled monthly meetings, of major changes to or additions of equipment and systems and of substantial upcoming changes in the work environment. Consideration will be given to committee recommendations on such matters.

ARTICLE 23

DURATION OF AGREEMENT

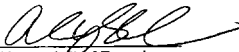
- 23.1 * This agreement shall take effect on the date of its signing and shall remain in force until December 31, 1997.
- 23.2 Should either party to this Agreement give notice, pursuant to the provisions of the Canada Labour Code, or any amendments thereto, requiring the other party to enter into negotiations for the renewal or revision of the current Agreement, said Agreement shall remain in effect until the signing of a new Agreement. Notwithstanding the foregoing, the current Collective Agreement shall automatically cease to be in effect and shall be totally inoperative during any work stoppage resulting from a strike or lockout, and solely for the duration of any such work stoppage.
- If such notice as is noted above is not given, the current Collective Agreement shall be deemed to be renewed for a period of one year.

- 23.3 * Appendices A, B, C, D, E, F and G form an integral part of this collective agreement.
- 23.4 Any clarifications or amendments that are mutually agreeable to the parties hereto may be made and incorporated as an addendum to this Agreement at any time during the life of this Agreement. Any such clarifications or amendments shall be given in writing and shall be signed by the Vice-President, Organization Development for the Corporation and, for the Union, by its President or his delegate.

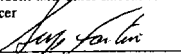
In witness whereof we have signed in triplicate this July 7, 1994.

TELEGLOBE
CANADA INC.

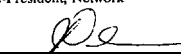
CANADIAN OVERSEAS
TELECOMMUNI-
CATIONS UNION




President and Chief Executive
Officer




Vice-President, Network



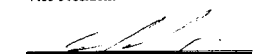
Vice-President Organization Development



President



Vice-President



Recording-Secretary

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APPENDIX «A»

1990/1991 NEGOTIATION

LETTER OF AGREEMENT

between

TELEGLOBE CANADA INC.
(hereinafter referred to as «the Corporation»)

and

**THE CANADIAN OVERSEAS
TELECOMMUNICATIONS UNION**
(hereinafter referred to as «the Union»)

In the framework of the settlement of current negotiations of the collective agreement, the parties agree to the following:

For purposes of interpretation of article 8.1.6, the parties confirm the Corporation's current practice whereby only those days of hospital confinement or those spent on visits to medical establishments where treatment is dispensed, which **occured** during an employee's agreed to annual leave, will be considered as sick leave and an equivalent number of days of annual leave will be carried over to a date satisfactory to the general annual leave schedule.

This letter of agreement takes effect on the date of its signing and shall expire concurrently with the collective agreement which will be reached between the parties to the current negotiation.

In witness whereof of parties have signed in Montreal this July 8th, 1991.

Teleglobe Canada Inc.

Canadian Overseas Tele-
communications Union

ORIGINAL SIGNED BY: ORIGINAL SIGNED BY:

Jean Sauvé

Carlos Saldanha

Jean Achim

Daniel McDuff

Arnold Scully

Austin M. DeSouza

Jacques Ouellette

APPENDIX «B»

1990/1991 NEGOTIATION

LETTER OF AGREEMENT

between

TELEGLOBE CANADA INC.
(hereinafter referred to as «the Corporation»)

and

**THE CANADIAN OVERSEAS
TELECOMMUNICATIONS UNION**
(hereinafter referred to as «the Union»)

In the framework of the settlement of the current negotiation of the collective agreement, the parties agree to the following:

For purposes of interpretation of article 13.1.13, the expression «premises which are leased» refers exclusively to premises leased by the Corporation in each work location as defined in the collective agreement.

It is understood that the Union only accepts this interpretation on a trial basis.

The present letter of agreement takes effect on the date of its signing and shall expire concurrently with the collective agreement which will be reached between the parties to the current negotiation.

In witness whereof the parties have signed in Montreal this July 8th, 1991.

Teleglobe Canada Inc.

Canadian Overseas Tele-
communications Union

ORIGINAL SIGNED BY: ORIGINAL SIGNED BY:

Jean Sauvé

Carlos Saldanha

Jean Achim

Daniel McDuff

Arnold Scully

Austin M. DeSouza

Jacques Ouellette

APPENDIX «C»

LETTER OF AGREEMENT

ON JOB DESCRIPTIONS

between

TELEGLOBE CANADA INC.
(hereinafter referred to as «the Corporation»)

and the

CANADIAN OVERSEAS
TELECOMMUNICATIONS UNION
(hereinafter referred to as «the Union»)

In the sixty (60) days following the signing of the collective agreement, the parties shall form a joint committee to draw up job descriptions for the positions listed under article 17 or covered by the Union's certification and not already included in article 13. Once a job description has been drawn up, the position is integrated into article 13 of this collective agreement.

In witness whereof of parties have signed in Montreal this 30th day of June, 1994.

TELEGLOBE CANADA
INC.

CANADIAN OVERSEAS
TELECOMMUNICA-
TIONS UNION

ORIGINAL SIGNED BY:

ORIGINAL SIGNED BY:

Jacques Ouellette

Carlos Saldanha

Jean Achim

Daniel McDuff

Jean-Jacques Guyot

Daniel Séguin

Christian Légaré

Jean Yves Tardif

**

APPENDIX «D»

LETTER OF AGREEMENT

ON SUNDAY PREMIUMS

between

TELEGLOBE CANADA INC.
(hereinafter referred to as «the Corporation»)

and the

CANADIAN OVERSEAS
TELECOMMUNICATIONS UNION
(hereinafter referred to as «the Union»)

The parties agree that, during the first year of the agreement, they shall begin discussions aimed at defining and implementing the process and timetable required to gradually eliminate, starting January 1, 1996 or earlier if the parties so agree, the overtime premium paid to employees scheduled to work Sundays.

In witness whereof of parties have signed in Montreal this 30th day of June, 1994.

TELEGLOBE CANADA
INC.

CANADIAN OVERSEAS
TELECOMMUNICA-
TIONS UNION

ORIGINAL SIGNED BY:

ORIGINAL SIGNED BY:

Jacques Ouellette

Carlos Saldanha

Jean Achim

Daniel McDuff

Jean-Jacques Guyot

Daniel Séguin

Christian Légaré

Jean Yves Tardif

LETTER OF AGREEMENT

**ON A VARIABLE COMPENSATION PLAN
AND THE ARBITRATION OF FINAL
OFFERS**

between

**TELEGLOBE CANADA INC.
(hereinafter referred to as «the Corporation»)**

and the

**CANADIAN OVERSEAS
TELECOMMUNICATIONS UNION
(hereinafter referred to as «the Union»)**

- 1) For the duration of the collective agreement, employees are eligible to participate in a variable compensation plan under the following conditions:
 - a) The variable compensation plan is based on the Corporation achieving or exceeding its financial objectives,
 - b) Bonuses payable under the variable compensation plan are calculated by multiplying the target bonus by the financial factor shown in the following table. For salary groups ST-01 to ST-11, the target bonus is four percent (4%) in 1994 and 1995, and five percent (5%) in 1996

and 1997; for salary group ST-12, the target bonus is eight percent (8%).

<u>% achievement</u>	<u>financial factor</u>
< 96%	0.00
96%	0.50
98%	0.75
100%	1.00
102%	1.02
104%	1.05
106%	1.10
108%	1.20
109%	1.25

- 2) c) The results of the calculation described in b) determine the amount of the bonus payable as a percentage of the employee's base salary. Should the Corporation's financial performance in 1994 or prior to 1995 not permit an annual bonus to be paid further to the implementation of the variable compensation plan referred to in 1) above, and should the Union wish that a lump sum payment be made to employees in the bargaining unit and/or that the salary scales be increased, the parties agree to submit the dispute to a tribunal for the arbitration of final offers according to the following procedure:
- a) In the ten (10) days following an audit of the Corporation's financial statements, the Corporation shall notify the Union as to whether or not a bonus will be paid. In the fifteen (15) days following such notice, the Union shall inform the Corporation of its intention to submit a final offer.

- b) In the thirty (30) days following the Union's notice, each party shall submit a final offer to the other.
- c) If unable to reach a settlement, the parties shall each designate a representative on the arbitration tribunal and inform the other party of its choice. The representatives shall then have ten (10) days to agree on the choice of a chairman. Failing such agreement, the chairman shall be appointed by Canada's Human Resources Minister.
- d) In the ten (10) days following the appointment of the tribunal chairman, each party shall submit to the chairman three (3) copies of the final offer stipulated in b) above.
- e) Once the final offers have been submitted to the tribunal chairman, they cannot be modified.
- f) At any time prior to the arbitration tribunal's decision, the parties may continue their discussions and reach a settlement which they consider appropriate.
- g) Upon being appointed, the tribunal chairman shall summon the parties to a hearing which must take place within fifteen (15) days of such appointment.
- h) At the hearing, the parties shall present their arguments and explain to the tribunal the substance of their final offer and the justification therefor. The tribunal chairman shall determine his own procedure and rules of evidence.
- i) In the ten (10) days following the hearing, the tribunal shall choose one of the final offers submitted under paragraph c) and the chairman shall inform the parties concerning which offer

has been accepted as settlement of the dispute. Said offer constitutes an amendment to the collective agreement and forms an integral part of same.

- j) The tribunal cannot make any changes to the selected offer and must accept said offer in its entirety. Notwithstanding this clause, if the parties reach a settlement before the tribunal renders its decision, the tribunal shall recognize the settlement.
- k) In rendering its decision, the tribunal may take into account any elements it considers relevant, except the objectives of the variable compensation plan. The tribunal's decision shall be final.

In witness whereof of parties have signed in Montreal this 30th day of June, 1994.

TELEGLOBE CANADA
INC.

CANADIAN OVERSEAS
TELECOMMUNICA-
TIONS UNION

ORIGINAL SIGNED BY: ORIGINAL SIGNED BY:

Jacques Ouellette

Carlos Saldanha

Jean Achim

Daniel McDuff

Jean-Jacques Guyot

Daniel Séguin

Christian Légaré

Jean Yves Tardif

**

APPENDIX «F»

**LETTER OF AGREEMENT
AMENDING PARAGRAPH 20.2**

between

**TELEGLOBE CANADA INC.
(hereinafter referred to as «the Corporation»)**

and the

**CANADIAN OVERSEAS
TELECOMMUNICATIONS UNION
(hereinafter referred to as «the Union»)**

In the sixty (60) days following the signing of the collective agreement, the parties agree to amend paragraph 20.2 of the agreement to comply with the *Unemployment Insurance Act* and subsequently to submit the revised text to a representative of the Unemployment Insurance Commission for approval.

In witness whereof, the parties have signed in Montreal, this 30th day of June, 1994.

TELEGLOBE CANADA
INC.

CANADIAN OVERSEAS
TELECOMMUNICA-
TIONS UNION

ORIGINAL SIGNED BY: **ORIGINAL SIGNED BY:**

Jacques Ouellette

Carlos Saldanha

Jean Achim

Daniel McDuff

Jean-Jacques Guyot

Daniel Séguin

Christian Légaré

Jean Yves Tardif

**

APPENDIX «G»

LETTER OF AGREEMENT

between

TELEGLOBE CANADA INC.
(hereinafter referred to as «the Corporation»)

and the

CANADIAN OVERSEAS
TELECOMMUNICATIONS UNION
(hereinafter referred to as «the Union»)

The parties agree that a percentage of the variable compensation shall be considered as part of the base salary for pension plan purposes. This percentage shall be established by the parties in the sixty (60) days following the signing of this agreement, taking into account the recommendations of the pension plans' consulting actuaries.

In witness whereof, the parties have signed in **Montréal**, this
30th day of June, 1994.

**TELEGLOBE CANADA
INC.**

**CANADIAN OVERSEAS
TELECOMMUNICA-
TIONS UNION**

ORIGINAL SIGNED BY: ORIGINAL SIGNED BY:

Jacques Ouellette

Carlos Saldanha

Jean Achim

Daniel McDuff

Jean-Jacques Guyot

Daniel Séguin

Christian Légaré

Jean Yves Tardif
