

# **AGREEMENT**

Between

## **AT&T CANADA LONG DISTANCE SERVICES COMPANY**

(hereinafter referred to as the Company)

and

**LOCAL 2000**

**CAW / TCA**

**CANADA**

(hereinafter referred to as the Union)

*January 1, 1998 - December 31, 2000*

**\* Denotes Change From Previous Collective Agreement** TABLE OF  
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## **ARTICLE 1 RECOGNITION & JURISDICTION**

1.01 The signatory parties to this Agreement pledge themselves to live up to the spirit as well the letter of this Agreement, it being recognized that no agreement is any stronger than the honesty and good faith of the parties involved.

1.02 The Company recognizes the Union as the sole and exclusive bargaining representative of all employees of the Company covered by this Agreement.

\*1.03 The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

The Collective Agreement will be published in both official languages (English and French) at Company expense and will be distributed on the basis of employee language preference.

The Company agrees to complete printing of the Collective Agreement within one hundred and twenty (120) days after final approval of translation. The translation of the Collective Agreement shall commence within thirty (30) days of the signing of the Memorandum of Agreement. The approved draft of the collective agreement will be translated and placed on MS Mail shared folders .

\*1.04 Definitions:

**Headquarters** is the place, or defined address to which an employee is assigned or appointed by posting.

**Work Location** - is the area incorporated within the recognized metropolitan boundaries of the city or town concerned.

**Operational Service Area** - is that area within which an employee would normally work in the performance of his job duties.

**Work Group** - Is the logical grouping of employees who perform common functions and are typically characterized by:

|                                |                               |
|--------------------------------|-------------------------------|
| -Reporting to a single manager | -Common training requirements |
| -Common shift schedule         | -Common vacation list         |
| -Common overtime pool          |                               |

**ARTICLE 1  
RECOGNITION & JURISDICTION (Continued)**

For the purposes of explicitly identifying the work groups, a list of employees belonging to each work group will be posted at the Headquarter location. This list will be updated as necessary. Once defined, the work group will be used consistently for the purposes of this Collective Agreement

**Permanent Employee** - Permanent employment status, works forty (40) hours per week on a regular basis.

**Permanent Part-Time (Telephone Operator - Long Distance) -**

Permanent employment status, works less than forty (40) hours per week and a minimum of twenty (20) hours per week on a regular basis. The number of Permanent Part-Time employees will not exceed twenty (20) percent of the total employees of the work group.

**Temporary Employee** - Temporary employment status, hired for a specified period, not to exceed four (4) months. Periods in excess of four (4) months will be mutually agreed by the appropriate second level manager and the union representative. Employment relationship ends at a specific date and does not require a ninety (90) day notice.

\*1.05 The Company will not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union.

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

The parties agree that every employee has a right to be free from all forms of harassment and as such every employee of the company is governed by the terms and conditions of the "AT&T Canada LDS Mutual Respect in the Workplace Policy".

1.06 The Company and the Union jointly confirm their intent to further the aims of employment equity in the workplace through ongoing consultation, with a view to achieve mutual agreements to meet this objective.

## **ARTICLE 2 RECOGNITION OF MANAGEMENT FUNCTIONS**

2.01 The Union recognizes that it is the exclusive function of the Company to manage the business and to direct the working forces of the Company in a manner not inconsistent with the terms of this Agreement.

## **ARTICLE 3 CLASSIFICATIONS AND BARGAINING UNIT DESCRIPTION**

\*3.01 The following rules and rates of pay shall govern the service of employees of the classifications set forth herein:

### **Technical Classification:**

Communication Technician

Provisoner

### **Non-Technical Classifications:**

Clerk

Telephone Operator (Telegram)

Telephone Operator (Long Distance)

Customer Support Clerk (Facsroute)

Service Centre Operator

Traffic Controller

**\*3.02 Bargaining Unit Description:**

60; \* All employees of AT&T Canada LDS. occupying technical positions involved in the technical provisioning of telecommunication services and in the installation, commissioning, operation, restoral, maintenance, modification and repair of the network and communications equipment and systems and non-technical (administrative and clerical) positions supporting these technicians, as well as employees providing operator assistance for voice, data and video transmission, including telephone and telegram operators, but excluding professional engineers and associated technical positions involved in the engineering of network and communications equipment and systems as well as all other employees of the Company.61;

**ARTICLE 4  
SENIORITY AND SENIORITY DISTRICTS**

4.01 The seniority and promotion districts shall be as follows:

**ATLANTIC DISTRICT** , comprising: Provinces of Nova Scotia, Prince Edward Island, New Brunswick, Newfoundland and Labrador.

**QUEBEC DISTRICT** , comprising: Province of Quebec, Province of Ontario, east of and including Brockville and Ottawa.

**ONTARIO DISTRICT** , comprising: Province of Ontario, west of but not including Brockville and Ottawa to and including Armstrong and Nipigon.

**PRAIRIE DISTRICT** , comprising: Province of Ontario, west of Armstrong and Nipigon: Province of Manitoba and Province of Saskatchewan.

**ALBERTA DISTRICT** , comprising: Province of Alberta.

**PACIFIC DISTRICT** , comprising: Province of British Columbia.

4.02 Employees in the various Non-Technical classifications will have preference for promotion in the Non-Technical Grouping.

4.03 Present employees shall establish a General District Seniority (GDS) date as per last official district seniority lists prepared, posted and corrected, if applicable, in accordance with Articles 4.07 and 4.09.

Employees already in the service of the Company, but occupying positions not covered by the Collective Agreement, and newly hired employees will establish a General

District Seniority (GDS) date equivalent to the date of entry in service into positions covered by the Collective Agreement.

4.04 New hired employees will be on probation for a period of six (6) months from date of completion of training or from appointment to a regular position. This probationary period will be exclusive of all time absent for any reason.

The Company, at its sole discretion, may release any employee on probation, as set out above, for any reason and such dismissal will not be subject to review beyond the level of Director, Labour Relations

4.05 Employees shall retain and continue to accumulate General District Seniority (GDS), including while on lay-off or on any other authorized leave.

#### **ARTICLE 4 SENIORITY AND SENIORITY DISTRICTS (Continued)**

4.06 Employees transferred or promoted to a temporary position not covered by the Collective Agreement shall continue to retain and to accumulate seniority rights in their district only for a period of six (6) months, at which time, all their seniority rights shall be discontinued and abolished.

Employees transferred or promoted to a permanent position not covered by the Collective Agreement shall continue to retain and to accumulate seniority rights in their district only for a period of one (1) year, at which time, all their seniority rights shall be discontinued and abolished. During the one (1) year period the employee can only exercise his seniority rights to apply on a posted vacant position.

Once the seniority rights of transferred or promoted employee are discontinued and abolished, he or she can only return to the bargaining unit in a bulletined vacant position for which no employees are applying, at which time he or she will establish a new General District Seniority (GDS) date.

\* 4.07 District seniority lists reflecting names and General District Seniority (GDS) dates, will be prepared separately by Technical and Non-Technical classifications and will be posted as early as possible, but in any event, not later than February 28th and August 31st of each year, copies of which will be furnished to the Local Union President and Regional Local Union Vice President.

4.08 An employee holding seniority, who is appointed to any other classification, shall continue to accumulate seniority and appear in any former classifications on district seniority lists.

\* 4.09 Protests in regard to seniority standing must be submitted in writing within sixty



(60) days from the date seniority lists are posted. When proof of error is presented by an employee or his representatives and/or the Company, such error will be corrected and when so corrected and agreed upon, the seniority date shall be final. No change shall be made in the existing seniority status of an employee unless concurred to by the Local Union President.

**ARTICLE 5**  
**POSTINGS, ASSIGNMENTS, AND RECALL**

\* 5.01 Within the Operational Service Area the Company will direct the workforce through recall, posting, and/or assignment to meet all staff requirements.

5.02 An employee in a Non-Technical or Technical classification, if qualified, will be required to perform any work in his own position, or any position in any other classification.

\* 5.03 I) When a temporary vacancy exists, the company will fill the vacancy through a method of their choosing. Temporary positions will be limited to four (4) months. Any position exceeding this time limit must follow the procedures for filling permanent vacancies.

II) When a permanent vacancy exists, the company will fill the vacancy in the following order:

A) Recall senior qualified employee as per the recall provision in Article 5.11 (D)

B) Post district bulletin - awarded to senior qualified applicant. In the event that the employee's performance is unsatisfactory, the employee may be reassigned up to six (6) months from the date of appointment to the bulletin.

Any vacancy created by this bulletin will be filled by any of 5.03 (C) through (F).

If no appropriate candidate is found then:

C) Reassign within the Work Location, or

D) Rebalance staff within the District, or

E) Assign from the National transfer list, or

F) Hire externally

III) When no vacancy exists and there is a requirement to reassign staff between work group(s), within a work location, the following process will be applied:

1. The Company will seek volunteers from the affected work group(s). Volunteers will be selected on a seniority basis.

2. In the event there are no volunteers, the company will determine which employee(s) it will assign from within the work group(s).

#### **ARTICLE 5 - POSTINGS AND ASSIGNMENTS (Continued)**

5.04 A) When an employee is permanently assigned to a new headquarters and the move is more than thirty (30) kilometres and less than sixty (60) kilometres the employee will be eligible for the greater of: relocation costs in accordance with 5.14 and the monthly allowance of \$135.00 per month during twelve (12) months from the date of transfer to the new headquarters.

B) When an employee is permanently assigned to a new headquarters and the move is more than sixty (60) kilometres the employee will be eligible for relocation benefits in accordance with Article 7 of the Job Security Agreement.

5.05 An employee temporarily assigned to a position of any type shall return to his position at the termination of such temporary assignment.

5.06 A) Temporary relief assignments will be assigned to the junior qualified employee immediately available.

B) If the temporary relief assignment requires that an employee must change shifts, the employee will be given a minimum of forty-eight (48) hours notice and will be eligible for the appropriate shift premium.

C) If the temporary relief assignment requires that an employee must travel fifteen (15) kilometres outside his work location, he will be eligible for the appropriate mileage allowance.

D) If the temporary relief assignment requires that an employee must be away overnight, he will be eligible for expenses in accordance with Article 16.

5.07 An employee may be temporarily assigned to work in another seniority district without forfeiting his seniority on his own district. He will not, however, accumulate any seniority rights in the district to which he is assigned. Upon the completion of his assignment on another district, he will return to his former position.

\* 5.08 Copies of all postings covered by this Agreement and notices of award shall be posted throughout the district and copies sent to the Regional Union Vice President.

\* 5.09 Applications to postings must reach the manager issuing the posting not later than five (5) calendar days from the date of the posting. Such positions will be awarded to the senior qualified applicant within fifteen(15) calendar days from the closing date of the posting.

## **ARTICLE 5 - POSTINGS AND ASSIGNMENTS (Continued)**

\* 5.10 An employee may cancel his application within five (5) days from the date of the posting. After the expiration of such period, he may not cancel his application except where mutually agreed to by the regional Union Vice President and the second level manager. Once appointed to the new position the employee will not be permitted to bid on his former position until it again becomes vacant.

\* 5.11 A) An employee who is laid-off must immediately register his name and address with the Local Union President and the proper Officer of the Company so that he may be readily located in the event of recall. A laid-off employee must inform the Company of any change to their current address and phone number during the recall period.

B) Recall rights for a laid off employee will continue for a maximum period of five (5) years from the date of layoff. Thereafter the employment relationship will be terminated.

C) The Company may recall employees for work which they are qualified to perform, in order of seniority highest to lowest for work assignments of ten (10) weeks or more. If the work assignment is less than ten (10) weeks the Company may elect to use recall or elect to use a contractor at its sole discretion.

D) Employees will be recalled from lay-off in the following order:

### **1. From within the work location**

-Non acceptance will terminate the employment relationship.

## **2. From within the JSET**

-Non acceptance will terminate the employment relationship.

-Employees accepting recall will be eligible for relocation benefits as described in the Job Security Agreement

## **3. From within the District**

-Employees will have full right of refusal.

-Employees accepting recall will be eligible for a relocation incentive of \$1000 and relocation benefits as described in the Job Security Agreement

## **4. Nationally**

-Employee will have full right of refusal

-Employees accepting recall will be eligible for a relocation incentive of \$1000 and relocation benefits as described in the Job Security Agreement

## **ARTICLE 5 - POSTINGS AND ASSIGNMENTS (Continued)**

F) An employee who is recalled must report to work within four (4) days of being contacted by the Company. An extension to this time frame may be granted for good and sufficient reasons as determined by the Company.

\* 5.12 The Company will establish a National transfer list. Employee(s) wishing to be transferred to another seniority district will make application to their manager. Such manager will confirm receipt of the employee(s) application. Such employees, if qualified, will be considered for transfer.

Employees who transfer to a new district will be allowed to transfer full General District Seniority (GDS).

\* 5.13 A) An employee when required to lead, guide and/or direct the employees assigned to them will be paid a senior rate of \$30.00 per week. The senior rate will be assigned to an employee from among employees in the workgroup on the basis of seniority, qualifications being sufficient.

Effective January 1, 1999 the Senior rate will be \$32.00 per week

Effective January 1, 2000 the Senior rate will be \$34.00 per week

B) The Company will determine the requirements and the number of specialists based on the needs of the business. The specialist differential will be applied to the senior qualified employee(s) in a workgroup on the basis of qualifications, demonstrated skills and knowledge. Qualifications will be evaluated based on theoretical and practical examinations. The specialist rate will be \$30.00 per week. An employee cannot receive a 60;Senior rate61; and a 60;Specialist rate61; at the same time.

Effective January 1, 1999 the Specialist rate will be \$32.00 per week

Effective January 1, 2000 the Specialist rate will be \$34.00 per week

C) Employees (Telephone Operator, Telegram and Telephone Operators, Long Distance) assigned as a shift resource person will be paid \$10.00 per shift worked. The shift resource person will be assigned to an employee from among employees in the workgroup on the basis of seniority, qualifications being sufficient.

## **ARTICLE 5 - POSTINGS AND ASSIGNMENTS (Continued)**

\* 5.14 When an employee applies on a bulletin in accordance with Article 5.03 and is the successful applicant, he will be eligible for the following relocation:

1. Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Company.

2. An employee who relocates under the terms of this provision will be provided with:

### **Paid Leave:**

a) 1 - 200 kilometres - 1 day

b) 201 - 500 kilometres - 2 days

c) 500 kilometres plus - 3 days

3. An employee who has relocated under the terms of this provision will be reimbursed for 100% of the aforementioned costs by submitting a detailed expense account (receipts included) to his supervisor.

4. The foregoing will be applicable for each relocation, but only once per calendar year in the case of voluntary relocation.

\* 5.15 An employee returning to duty after completion of vacation may exercise his seniority to any position bulletined and/or filled during his absence.

## **ARTICLE 6 WORK WEEK FOR REGULAR AND SWING ASSIGNMENTS**

6.01 Employees shall be assigned two (2) consecutive rest days in each seven (7). Preference shall be given to Saturday and Sunday and then to Sunday and Monday. The work weeks may be staggered in accordance with the Company's operational requirements.

6.02 The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

6.03 Swing assignments, consistent with service requirements, will be established by the Company to provide for rest day coverage. Such assignments may, on different days, have different starting times, duties and work locations provided such starting times, duties and work locations are those of the employee(s) relieved. Employees filling such assignments will receive their own step level on date of assignment.

\* 6.04 Except by agreement between the Company and the employee concerned, a minimum of eight (8) hours will be provided between the completion of one Swing assignment and the commencement of the next.

6.05 Assigned hours and/or rest days, including those of swing positions, will be changed in accordance with the requirements of the service, but not less than forty-eight (48) hours notice of such change shall be given the employees affected.

## **ARTICLE 7 HOURS OF WORK**

\* 7.01 (A) The hours of work, exclusive of meal period, for a Permanent full-time employees covered by this agreement will be based on a 40 hour work week, eight (8) hours per day, five (5) days per week.

The hours of work for a Permanent Part-Time employee (Telephone Operator - Long Distance) will be based on a minimum twenty (20) hour work week, and a minimum of four (4) hours a day.

(B) Shift classification for the purpose of determining shift differentials will be based on:

**Day Shift:** Shift begins and ends between 6:00am and 8:00pm

**Evening Shift:** Shift begins at or later than 4:00pm

**Night Shift:** Shift begins at or later than 11:00pm

The shift differential for the evening and night shift will be:

|             | <b>Evening Shift</b> | <b>Night Shift</b> |
|-------------|----------------------|--------------------|
| <b>1998</b> | \$1.34               | \$2.88             |
| <b>1999</b> | \$1.39               | \$2.98             |
| <b>2000</b> | \$1.43               | \$3.07             |

(C) The appropriate shift differential will be paid based on 50% or more of the employees hours of work during his shift.

\* 7.02 A work day assignment will not be split more than once, or extended beyond twelve (12) hours. Split shifts will be restricted to the absolute minimum consistent with the requirements of the service.

\* 7.03 Employees assigned by the company to permanent or temporary positions will be given preference at the time of occupancy of shifts in a work group, excluding those of Senior, Specialist, or Specified positions, on the basis of General District Seniority

\* 7.04 Shifts will be assigned on the basis of seniority and training being sufficient

\* 7.05 Employees may exercise seniority for choice of shifts on a permanent or temporary position on December 1 and June 1 of each year.

## **ARTICLE 7**

## **HOURS OF WORK (Cont.)**

\* 7.06 An employee shall not be required to work more than five (5) continuous hours without a meal period, or be required to take meal period relief before three and a half (3 1/2) hours continuous duty has been performed, unless otherwise agreed to by the employee concerned.

\* 7.07 The standard meal period will be of sixty (60) minutes duration. Any deviation from this standard will require mutual agreement. Where there is no mutual agreement or mutual agreement ceases the standard meal period will apply. In no case shall a meal period be less than thirty (30) minutes duration or considered as a split in the shift.

\* 7.08 Employees will be granted one short relief of fifteen (15) minutes on each portion of a shift

## **ARTICLE 8**

### **OVERTIME, CALL-OUT, STANDBY**

\* 8.01 Overtime after eight (8) hours service in any day and/or forty (40) hours service in any work week shall be paid for at one and one half (1 1/2) times the basic straight time rate of pay.

\* 8.02 A) Time worked by an employee, not continuous with, before or after the regularly assigned hours, shall be paid for on the basis of a minimum of four (4) hours at one and one-half (1 1/2) times the pro rata rate for four (4) hours work or less, and the time worked in excess of four (4) hours will be computed on the basis of one and one-half (1 1/2) times the pro rata rate.

B) The Company will determine the number and location of employees required for standby. Employees when required to be on standby will be paid one (1) hour of their basic wages, at one and one-half (1 1/2) times that rate, for each eight (8) hours of standby coverage. They will be required to carry a communications device and respond promptly.

Employees called out will be paid as per Article 8.03.

No employee will be required to be on standby duty for greater than fourteen (14) consecutive days

Seven (7) days notice will be provided to employees prior to being placed on standby. Standby will be assigned on a rotational basis when practical. In the event of an emergency, qualified employees will be assigned to standby and the Union will be advised.



Standby will not be used to reduce staff.

**\* 8.03 Restoral Call Out:**

A) An employee called out to work overtime which is not continuous with, before or after the regularly assigned hours will receive a minimum call out of four (4) hours at one and one half (1 1/2) times the pro rata rate. The employee will not be required to remain at work for such four (4) hour period subject to operational requirements.

An employee who is called at home and effects a restoral by instructing another technician over the telephone or who effects restoral by personal computer from home will receive a minimum call out of two (2) hours at one and one half (1 1/2) times the pro rata rate.

**ARTICLE 8 -  
OVERTIME, CALL-OUT, STANDBY (Continued)**

B) An employee called out and accepting one (1) or more trouble calls on the initial call out will be paid for one (1) four (4) hour call out. Time worked in excess of the minimum call out period will be paid at one and one half (1 1/2) times the pro rata rate.

C) In the event another trouble call arises during the course of the initial call out the employee will not be entitled to another four (4) hour call out unless the original trouble call(s) have been brought to a satisfactory closure and the employee has been released from the original call out.

D) Call outs which become continuous with, before or after an employee's regular working hours will receive the appropriate overtime rate for the number of hours from call out to/from regular working hours. No minimum applies.

**\* 8.04** Employees who have accrued forty (40) hours service in a week and are required to work on their regularly assigned rest days, shall be paid at the rate of one and one half (1 1/2) times the basic straight time rate for all time worked with a minimum of four (4) hours.

8.05 There shall be no overtime on overtime; neither shall overtime hours paid for (other than hours paid at pro rata rate within eight (8) hours' service) or hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

\* 8.06 Overtime will be distributed as equitably as practicable.

When a problem is identified by the local union officer, the local manager shall meet with him to discuss and agree upon an appropriate procedure to ensure equitable distribution at the specific locations.

\* 8.07 An employee working overtime for which he is entitled to payment at the rate of time and one-half his regular wage rate shall have the option of receiving equivalent time off with pay in lieu of.

Banking of overtime shall be limited to a maximum of (5) days and will be liquidated on July 1 and December 31 each year. Overtime banked in the last fifteen (15) calendar days of one half may be carried over to the following period. Time off entitlement will be based on the actual wage rate of the employee at the time overtime accruals were earned. Payment for time taken will be made through normal pay period procedures.

## **ARTICLE 8 - OVERTIME, CALL-OUT, STANDBY (Continued)**

Requests for time off (minimum four (4) consecutive hours) shall be made not less than fourteen (14) days prior to the requested time off. When operating requirements necessitate, the Company shall have the right to defer such requests. Time limits and minimum period of leave may be waived by mutual agreement between the employee and the supervisor. Requests for specific days off will not be unreasonably withheld. Time off will not be granted when it directly results in additional overtime.

Employees may request payment of banked overtime on fourteen (14) days notice at which time all such monies owing will be liquidated.

8.08 An employee who works more than two (2) hours of overtime continuous with the end of his regular tour will be allowed a twenty (20) minute paid meal period. Such period will not be taken at the end of the shift.

\* 8.09 A) Employees, except those travelling to or from a training course, will be paid regular time rates for time spent travelling outside of regularly-assigned hours of duty on order of the Company.

B) Employees having established seniority who are selected for training will, if required to travel from their headquarters to the training location, suffer no loss of wages while in transit but will not be paid for time spent travelling outside normally assigned hours nor on rest days.

C) If the employee selected for training is required to travel outside his normal working hours or on rest days and is required to stay overnight, he will be eligible for a training allowance of four (4) hours at his base rate of pay or four (4) hours paid time in lieu, to

be determined by the company. Time off to be mutually agreed .

\* 8.10 Permanent Part-Time employees (Telephone Operator - Long Distance) may, but will not be required to work in excess of the hours they normally work in one week. Any time worked in excess of an employees regular hours will be paid at their pro-rata rate of pay, until such time as they have exceeded eight (8) hours in one day and/or forty (40) hours in a week, at which overtime will be paid at the rate of one and one half (1 1/2) times their pro-rata rate of pay.

## **ARTICLE 9 STAFF REDUCTION**

\* 9.01 A) Effective from ratification, the Company shall provide the Local Union President, within ninety (90) days, advance notice of all lay-offs and displacements.

B) All lay-offs or displacements of all employees will be governed by the terms and conditions of the Collective Agreement and the Job Security Agreement.

C) The Company shall give an employee who is being displaced or laid-off and who has completed the required probationary period and has established seniority, at least fifteen (15) calendar days notice in writing.

D) The employee, upon receipt of notice of lay-off or displacement must, within three (3) calendar days, advise his/her supervisor and the local Human Resources office of his/her intention to invoke the options provided under this Article. The employee may still exercise his options after the three (3) days notice has expired, but will not be paid for additional time necessary to provide proper notice, fifteen (15) days, to another employee being displaced.

E) If the Company intends to reduce staff in the Telephone Operator -Long Distance classification the Company will first layoff any Permanent Part-Time employees before the company lays off any full-time employees in this classification. If a Permanent Part-Time employee is affected by a layoff from outside his work group he may exercise his seniority rights to a different status within the work group.

9.02 A) Prior to issuing the lay-off notice to the employee, the Company will issue an Early Retirement Separation Allowance in accordance with the Job Security Agreement to eligible employees (54 years of age or older) in the classification at the work location first. If no one accepts, it will then be offered in the Job Security Eligibility Territory (JSET). If an eligible employee accepts this allowance and takes early retirement the

lay-off notice will be rescinded by the Company.

B) If no eligible employee accepts E.R.S.A. the Company will issue a Voluntary Severance Allowance (VSA) in accordance with the Job Security Agreement (53 years of age or less) in the classification at the work location first. If no one accepts, it will then be offered in the Job Security Eligibility Territory (JSET). If an eligible employee accepts this allowance and takes voluntary severance the lay-off notice will be rescinded by the Company.

9.03 In the event of a staff reduction in any Technical or Non-Technical classification, the employee with the least General District Seniority (GDS) in the work location, in the classification in which the reduction is being effected will be laid off first.

#### **ARTICLE 9 - STAFF REDUCTION (Continued)**

A) The employee whose position is abolished or who is displaced will be eligible for a Voluntary Severance Allowance (VSA); or

B) The employee whose position is abolished or who is displaced may elect voluntary lay-off and will be eligible to receive fifty percent (50%) of his weekly lay-off benefit entitlement contained in the Job Security Agreement. Such employee will not be subject to the recall provisions contained in Article 6; or

C) The employee whose position is abolished or who is displaced will, if qualified or qualified for training, have the option of exercising his General District Seniority (GDS) to displace in the permanent work location where the junior is located, in his Job Security Eligibility Territory (JSET), as defined in the Job Security Agreement, in any Technical or Non-Technical classification; or

D) The employee whose position is abolished or who is displaced will, if qualified or qualified for training, have the option of exercising his General District Seniority (GDS) to displace in the permanent work location where the junior is located, in the seniority and promotional district, in any Technical or Non-Technical classification. If by exercising this option, such an employee is not able to retain a position, he will be eligible to participate in the benefits contained in the Job Security Agreement.

E) An employee who exercised the option provided for in paragraph C) and who is later displaced from the permanent work location by a senior employee will have the option, if he is not entitled to or does not accept the benefits provided for in Article 9.02 and 9.03 A), of exercising his seniority rights under paragraph D) or elect voluntary lay-off under paragraph B). Such employee will only be entitled, upon request, to receive relocation benefits under Article 7 of the Job Security Agreement for one of his displacements; based on the original lay-off.

F) An employee who exercised the option provided for in paragraph C) and who is later displaced or laid off as the result of his permanent work location ceasing to be permanent will have the option, if he is not entitled to or does not accept the benefits provided for in Article 9.02 and 9.03 A), of exercising his seniority rights under paragraph D) or may elect voluntary lay-off and will be eligible to receive weekly lay-off benefits contained in the Job Security Agreement.

G) An employee who does not exercise any of the options provided in A), B), C), D), will forfeit all General District Seniority (GDS) and classification seniority, be deemed as voluntarily resigning from the Company, and have his record closed in accordance with the Company's staff regulations.

**ARTICLE 9 -  
STAFF REDUCTION (Continued)**

\*9.05 All manned locations will be defined as permanent work locations. The Company agrees to provide the Union with a list of such locations.

\*9.06 Job Security Eligibility Territories

The following are the Job Security Eligibility Territories in AT&T Canada LDS for purposes of application of Articles 5 (Weekly Layoff Benefits and Severance payments), 8.9 (Maintenance of Basic rates) and Article 10 (Special provisions for employees with 20 years or more of cumulative compensated service) of the Job Security Agreement:

| <b>Territory #</b> | <b>Seniority District</b> | <b>Description</b>                        | <b>Work Locations within the JSET</b>     |
|--------------------|---------------------------|---|---|
| 1                  | Atlantic                  | The Province of Newfoundland and Labrador | Corner Brook Gander<br>St. John's; Raligh |
| 2                  | Atlantic                  | The Province of Nova Scotia.              | Halifax Sydney<br>New Glasgow Turo        |

|   |          |  |  |
|---|----------|--|--|
| 3 | Atlantic | The Province of Prince Edward Island and that portion of the Province of New Brunswick East of a line extending from Fosterville through Kouchibouguac.  | Charlottetown<br>Moncton<br><br>Fredericton Saint John |
| 4 | Atlantic | That portion of the Province of New Brunswick not covered by Territory 2 above.  | Edmonston Newcastle<br><br>Woodstock                   |
| 5 | Quebec   | That portion of the Quebec Seniority District east of the St. Lawrence river and north of a line extending from Montmagny to the Quebec border at St. Zacharie.  | Riviere Du Loup  |
| 6 | Quebec   | That portion of the Quebec Seniority District west of the St. Lawrence river and north of a line extending from Louiseville to Parent (including both locations) and east of a line extending from Parent to Labrador City and including the area bounded by a line extending from Montmagny to St. Zacharie to St. Nicolas. | Quebec City<br>Chicoutimi<br><br>Trios Rivieres        |

|    |         |  |  |
|----|---------|--|--|
| 7  | Quebec  | That portion of the Quebec Seniority District north and west of a line extending from Labrador City to Parent to Chalk River, Ontario.   | Val D57;or   |
| 8  | Quebec  | The remainder of Quebec Province, not including Territories 4, 5, and 6, above or Hull, Quebec.  | Montreal Ste Foy<br>Drummondville St.<br>Laurent<br>Sherbrooke |
| 9  | Quebec  | That portion of the Province of Ontario which falls within the jurisdiction of the Quebec Seniority District and the City of Hull.   | Smith Falls Ottawa<br>Cornwall Kanata                          |
| 10 | Ontario | That portion of the Province of Ontario within the jurisdiction of the Ontario Seniority District which is south and east of a line extending from Chalk River to (and including) Parry Sound and north and east of a line extending from Parry Sound to Ajax. | Huntsville Oshawa<br>Belleville Kingston                       |

| <b>ARTICLE 9 -<br/>STAFF REDUCTION (Continued)</b> |                 |  |   |
|--|-----------------|--|---|
| <b>Territory #</b>                                 | <b>District</b> | <b>Description</b>   | <b>Work Locations<br/>within the JSET</b>   |
| 11   | Ontario         | That portion of the Province of Ontario south of a line extending from Parry Sound to Ajax.  | Toronto Brampton<br>Barrie Sarnia<br>St. Catharines<br>Kitchener<br><br>Woodstock Hamilton<br><br>London Windsor<br><br>St. Tomas Milton<br><br>Fort Erie |
| 12   | Ontario         | That portion of the Province of Ontario west of a line extending from Chalk River to Parry Sound and east of a line extending from Agawa Bay to Noranda, Quebec. | Sudbury<br>North Bay<br>Sault Ste Marie   |
| 13   | Ontario         | That portion of the Ontario Seniority District not covered by Territories 9, 10, and 11 above.   | White River   |



|    |         |  |  |
|----|---------|--|--|
| 14 | Prairie | That portion of the Province of Ontario included in the jurisdiction of the Prairie Seniority District.  | Thunder Bay Dryden<br>Kenora                             |
| 15 | Prairie | That portion of the Province of Manitoba north of a line extending from Benito through Pine Dock.        |  |
| 16 | Prairie | That portion of the Province of Manitoba not covered by Territory 14 above                               | Winnipeg Brandon<br>Polonia Gunton<br>Portage le Prairie |
| 17 | Prairie | That portion of the Province of Saskatchewan north of a line extending from Benito, Manitoba to Macklin. | Saskatoon  |
| 18 | Prairie | That portion of the Province of Saskatchewan not covered by Territory 16 above.                          | Regina<br>Duff   |

|    |         |  |  |
|----|---------|--|--|
| 19 | Alberta | That portion of the Province of Alberta north of a line extending from Macklin, Saskatchewan to Albreda, British Columbia.           | Mulhurst Edson<br>Edmonton Jasper<br>Lloydminster  |
| 20 | Alberta | That portion of the Province of Alberta not covered by Territory 18 above  | Calgary Lethbridge<br>Red Deer   |
| 21 | Pacific | That portion of the Province of British Columbia north of a line extending from Albreda to Powell River (excluding Vancouver Island) | Prince George  |
| 22 | Pacific | That portion of the Province of British Columbia south and east of a line extending from Albreda through Hedley.                     | Kelowna Penticton<br>Nelson<br>Vernon  |
| 23 | Pacific | That portion of the Province of British Columbia not covered by Territory 20 and 21 above.   | Nanaimo Vancouver<br>Dome Creek Victoria<br>Kamloops Hope<br>Abbotsford Port<br>Coquitlam Chilliwack |

## **MAP OF JSET57;S**

### **ARTICLE 10 PRESERVATION OF RATES**

\* 10.01 The maximum step level established for additional positions in existing classifications will be comparable to those of other positions in the classification performing work with the same level of complexity and responsibility.

\* 10.02 When a change in the maximum step level of any existing and/or new position or classification is proposed, the work of the position or classification affected will be reviewed and compared with the duties and responsibilities of comparable positions or classifications by the proper officer of the Company and the Local Union President with the object of reaching an agreement on revised rates to maintain uniformity for positions or classifications of which the duties and responsibilities are relatively the same.

### **ARTICLE 11**

#### **TRAINING**

\* 11.01 The Company will select the employees to be trained and will provide training facilities and instruction to the number necessary to meet staff requirements resulting from business demands, technological developments, promotion, etc. Training will be distributed as equitably as possible within the work group

11.02 Employees assigned training may be required to remain on the position or the position utilizing such latest training as follows:

Training Duration Requirement Minimum Time:

11 - 20 working days 18 months

21 - 30 working days 24 months

Over 30 working days 36 months

\* 11.03 A) Any Provisioner or non-technical employee will be considered to be qualified to receive training for any Provisioner or non-technical position.

B) Any qualified Communication Technician will be considered to be qualified to receive training for any positions within the bargaining unit.

## **ARTICLE 12 PRESERVATION AND APPLICATION OF WAGE SCALES**

\* 12.01 All Technical and non-Technical employee salaries will be in accordance with the single ladder structure rates in Appendix A and B.

\* 12.02 A) New employees will normally commence employment at the entry level rate.

B) A starting rate may be paid in excess of the entry level rate based on the level of previous experience and/or knowledge

C) A new employee, who has successfully completed his training requirements and who has not completed one (1) year service may have his rate adjusted upward by a maximum of two (2) steps based on performance, demonstrated ability and experience. Notice of such will be provided to the applicable District Chairman.

12.03 Salary progression to higher steps for which an employee is eligible will be based on:

A) **Normal Progression:** Six (6) month adjustment, based on satisfactory job performance from date of hire.

B) **Promotion:** Immediate adjustment of one step level. Such promotion will not affect normal step rate progression as per article 12.03 A).

C) **Performance Review:** An employee's performance will be evaluated every six (6) months. If any employee's performance is not satisfactory, his scheduled salary increase may be withheld. He will be so advised in writing thirty (30) days prior to the date on which such salary increase was due. During the following thirty (30) day period, he will have an opportunity to improve his performance to the necessary standard. In such an event, he will be granted his scheduled salary increase on the original date. If his performance does not improve sufficiently during this period, but does at a later date, his salary increase shall be made effective from the first day of the month following the date on which he qualifies.

\* 12.04 An employee transferring from one position to another for which he is qualified shall receive the same step in addition to credit for time accrued for the purpose of

progression to the higher step.

An employee exercising seniority to obtain a position with a lower maximum step level shall receive his same step in the new position except where his current step level is higher than the maximum step level of the new position in which case his rate will be adjusted to the maximum step of the lower rated position.

12.05 Authorized absences not exceeding thirty (30) calendar days in any six (6) month period shall be counted for the purpose of step rate progression.

## **ARTICLE 12 PRESERVATION AND APPLICATION OF WAGE SCALES (Continued)**

An employee who has achieved the maximum step level of a position, and as a result of staff reduction is required to accept a position with a lower maximum step level, will automatically receive the maximum step rate of the higher rated position again, at such time as he is assigned or posted back to that position.

12.06 The pay period for all employees shall be on the basis of every two weeks. Pay day for all employees shall be every second Thursday. The Company will give the Union thirty (30) days notice before any change in the pay day.

\* 12.07 A) An employee in a Non-Technical classification assigned for four (4) hours or more to a position with a higher maximum step level shall receive the salary rate of one step level above his rate on date of appointment.

B) An employee temporarily assigned to a position with a lower maximum step level shall not have his rate reduced.

\* 12.08 Former Computer Technicians, Diesel Technicians II, Specialists, and National Network Controllers will remain at a personal rate until such time the Step 12 rate becomes equal to or exceeds the employee's personal rate, at which time the rate of pay will be integrated at Step 12.

## **ARTICLE 13 TECHNOLOGICAL CHANGE**

13.01 The Company will consult with the Union in order to assist employees whose terms and conditions of employment are affected by substantial technological changes. A minimum of three (3) months notice of such technological change will be provided to the Union. Such notice shall provide a description of the change.

13.02 When a notice is issued under Article 13.01 and it becomes known to the Employer that

the change will be delayed for reasons over which the Employer has no control, advice will be issued to the Union concerned, and employees involved explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.

13.03 On the introduction by the Company of technological, operational, and/or organizational changes of a permanent nature, the provisions relating to the Job Security Agreement, as applicable, will govern.

## **ARTICLE 14 GENERAL HOLIDAYS**

\* 14.01 An employee who qualifies in accordance with Article 14.05 shall be granted a holiday with pay on each of the following general holidays:

### **All Provinces:**

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Labour Day
6. Thanksgiving Day
7. Christmas Day
8. Boxing Day
9. Floater - a day observed after that day on which Boxing Day is observed and prior to January 3. Employees will have the option of determining their individual day of observance provided such request is submitted prior to December 1 of each year.

### **New Brunswick:**

1. New Brunswick Day
2. Remembrance Day

### **Prince Edward Island:**

1. Easter Monday
2. Remembrance Day

**Quebec:**

1. St. Jean Baptiste Day (in substitution for Remembrance Day)  
The first Monday in August.

**Nova Scotia, Saskatchewan, Ontario, Alberta, Manitoba and British Columbia:**

1. Civic Holiday (the first Monday in August)
2. Remembrance Day

14.02 In the event the Government of Canada designates "Heritage Day" or such other day as a General Holiday, the day so designated by the Government shall be recognized as a General Holiday.

**ARTICLE 14**

**GENERAL HOLIDAYS (Continued)**

14.03 When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.

\* 14.04 In order to qualify for pay for any one of the holidays specified in clause 14.01, an employee:

A) must have been in the service of the Company and available for duty for at least thirty (30) calendar days. This clause (A) does not apply to an employee who is required to work on the holiday;

B) Must be available for duty on such holiday if it occurs on one of his work days excluding vacation days, except that this does not apply in respect of an employee who is laid off or suffering from a bona fide injury, or who is hospitalized on the holiday, or who is in receipt of, or who subsequently qualifies for, weekly sickness benefits because of illness on such holiday. A regularly assigned employee who is required to work on such general holiday shall be given an advance notice of fourteen (14) calendar days when service requirements will permit, but not less than seven (7) calendar days, except for unforeseen exigencies of the service, in which case he will be notified not later than the completion of his shift or tour of duty immediately preceding such holiday that his services will be required.

C) must be entitled to wages for at least twelve (12) shifts or tours of duty during the thirty (30) calendar days immediately preceding the general holiday. This clause (C) does not apply to an employee who is required to work on the holiday.

\* 14.05 When a general holiday, specified in article 14.01 falls within an employee(s) vacation period, the deferred day will be granted at the beginning or end of the selected vacation, provided such designation is made at the time of vacation sign up, or will be granted to the employee on a mutually agreed upon day.

14.06 An employee who does not qualify under clause 14.04 with respect to pay for a general holiday and who is required by the Company to work on that day shall be paid in accordance with the provisions of Articles 7 and 8 of this Agreement as applicable.

14.07 An assigned employee qualified under clause 14.04 and who is not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate of his regular assignment.

#### **ARTICLE 14 GENERAL HOLIDAYS (Continued)**

14.08 An unassigned or spare employee qualified under clause 14.04 and who is not required to work on a general holiday shall be paid eight (8) hours' pay at the straight time rate applicable to the position in which such employee worked his last tour of duty prior to the general holiday.

14.09 In the application of clauses 14.07 and 14.08 for weekly rated employees, "eight (8) hours' pay at the straight time rate" shall be deemed to be a day's pay as calculated according to clause 14.12.

14.10 An employee qualified under clause 14.04 and who is required to work on a general holiday shall be paid, in addition to the pay provided in clauses 14.07 or 14.08 at a rate equal to one and one-half (1 1/2) times his regular rate of wages for the actual hours worked by him on that holiday with a minimum of three (3) hours for which three (3) hours service may be required but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time. When more than one shift is worked by an employee on a general holiday, the provisions of Article 14.07 shall apply to the first shift only.

As an alternative, the Company may require that qualified employees who are required to work on a general holiday be paid at straight time rates and bank whatever overtime is accruable to them under the foregoing provisions.

Earned time off will be taken during the current three (3) month period or carried forward to the following quarter when the holiday worked occurs in the last fifteen (15) days of the period.



Employee requests for time off entitlement to be continuous with normal rest days, will be granted.

Where operational requirements prohibit time off in lieu of or when mutual agreement cannot be reached, payment for time earned will be granted when that determination is made, but no later than the end of that quarter.

14.11 Shifts or tours of duty commencing between 12:00 midnight on the day of the general holiday and 11:59 p.m. on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

14.12 The daily rate of pay for weekly rated employees shall be the weekly rate divided by five.

14.13 In the application of this Article it is the intention to rotate the staff as far as it is possible to do so consistent with service requirements.

## **ARTICLE 14 GENERAL HOLIDAYS (Continued)**

\* 14.14 1 . Employees will be assigned, based on the most junior qualified on any particular shift within a work group where the need exists, to fulfil overtime requirements. Should the need to assign occur with subsequent holidays, then the next most junior qualified employee, on the shift for which the requirement exists, would be assigned providing he has not previously worked overtime on a statutory holiday.

2. The above process is to be repeated until such time as all employees of a particular shift have worked overtime on a statutory holiday.

3. Once all the employees of a particular shift in a work group have worked overtime on a statutory holiday, within a calendar year, then the need for any additional requirements will be met by the Company assigning the most junior qualified employee(s) from another shift who has not yet worked overtime on a statutory holiday.

## **ARTICLE 15 VACATIONS**

15.01 Vacation earned in any calendar year will be taken during the following calendar year.

15.02 Vacation entitlement will be based on the completion of cumulative calendar years of service, as at the preceding December 31st, as outlined in the following table. The same entitlement applies to each subsequent calendar year, until a higher entitlement is attained as outlined in the following table.

## **Year One**

One day per month of cumulative compensated service to a maximum of ten (10) working days of vacation.

## **Thereafter**

Completed Calendar Years of Service Weeks of  
as at the preceding December 31st Vacation

2 3  
10 4  
20 5  
29 6

15.03 Where an employee has six (6) weeks vacation entitlement, the Company will have the option of:

A) Scheduling an employee for five (5) weeks vacation and paying employee at pro-rata rates for the sixth week; or

B) Splitting the vacation on basis of five (5) weeks and one (1) week.

\* 15.04 When an employee wishes to take vacation in January/February and when such times are available; then the employee may advise the Company of such request by December 15 of the preceding year. Requests for vacation dates will be honoured on the basis of general district seniority and will appear on the vacation lists circulated in January as the first choice for only those employees required to exercise their seniority to acquire that preferred time.

15.05 An employee will be compensated for vacation at the rate of the position which he would have been filling during such vacation period.

15.06 Vacation days shall be exclusive of the assigned rest days and the general holidays specified in Article 6 and Article 14 of the Agreement.

## **ARTICLE 15 VACATIONS (Continued)**

15.07 Days worked on any position covered by a similar vacation agreement will be counted as service for vacation purposes.

15.08 Provided an employee renders compensated working service in any calendar year, time off duty on account of bona fide illness, injury, authorized pregnancy leave, leave to attend committee meetings, called to court as a witness or for uncompensated

jury duty, not exceeding a total of 100 days in any calendar year shall be included in the computation of service for vacation purposes.

15.09 An employee who has become entitled to a vacation with pay shall be granted such vacation within a twelve (12) month period immediately following the completion of the calendar year of employment in respect of which the employee became entitled to the vacation.

15.10 An employee who, due to sickness or injury, is unable to take or complete his annual vacation in that year shall, at the option of that employee, have the right to have such vacation carried to the following year.

15.11 An employee who, while on annual vacation, becomes ill or is injured, shall have the right to terminate (temporarily) his vacation and be placed on weekly indemnity. An employee who is again fit for duty shall immediately so inform the Company officer in charge, and will continue his vacation if within his scheduled dates. If the remaining vacation falls outside the employee's scheduled dates, such vacation will be rescheduled as may be mutually agreed between the proper officer of the Company and the authorized local Union representative.

15.12 An employee terminating his employment for any reason at a time when an unused period of vacation with pay stands to his credit shall be allowed vacation calculated to the date of his leaving the service, as provided for in Article 15.02 inclusive, and, if not granted, shall be allowed pay in lieu thereof.

15.13 An employee who is laid off shall be paid for any vacation due him at the beginning of the current calendar year and not previously taken, and if not subsequently recalled to service during such year shall, upon application, be allowed pay in lieu of any vacation due him at the beginning of the following calendar year.

\* 15.14 Each year in January, the Company will circulate a vacation list(s) at each headquarters or group of headquarters containing sufficient columns available that will allow all employees on that particular list to have their vacation between April 1 and October 31 of that year. Other dates will be available to those employees wishing to have their vacation outside this period.

## **ARTICLE 15**

### **VACATIONS (Continued)**

The list will be circulated in order of greatest district seniority and each employee will make his first choice. Once the list has been circulated to all employees, it will start over for a second choice and, if necessary, a third time for the balance.

When vacation entitlement in a work group requires a part of another column to be added to the vacation list, limitations can be placed on the weeks available in this column if the entitlement

left over is sixteen (16) weeks or less.

15.15 Unless otherwise mutually agreed, employees who do not apply for vacation in the manner as provided in Article 15.14 shall be required to take their vacation at a time to be prescribed by the Company.

15.16 An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, he shall be given at least fifteen (15) working days advance notice of such rescheduling and will be paid at the rate of time and one-half his regular rate of wages for

all work performed during the scheduled vacation period. The rescheduled vacation with pay to which he is entitled will be granted at a mutually agreed upon later date. This Article 15.16 does not apply where rescheduling is a result of an employee exercising his seniority to a position covered by another vacation schedule.

15.17 The vacation dates for an employee who is the successful applicant for a regular or temporary vacation relief position will be assigned, as far as is practicable, to permit him to take his vacation on the dates requested, seniority permitting. In the event that he is required to perform vacation reliefs during such period, his vacation will be deferred to a later date when not required as a relief employee. In such event, he will be paid for his vacation at the rate of the position occupied on the dates he would otherwise have been assigned vacation.

15.18 An employee returning to duty after completion of vacation shall resume his former position. In the event such position is no longer existent, he may exercise his seniority rights in accordance with Article 9. In any event he may exercise his seniority to any position bulletined and filled during his absence providing he has the necessary qualifications and his application reaches the office of the respective hiring manager not later than seven (7) calendar days from the date of his return. But in either case, where the employee so displaced is required to receive fifteen (15) days' notice, the returning employee will not be allowed to assume the position until the expiration of this period.

## **ARTICLE 15**

### **VACATIONS (Continued)**

15.19 In the selection of vacation dates in accordance with Article 15.14, employees will be allowed to divide their allotted vacation entitlement in accordance with the following:

A) The vacation will be taken in segments of not less than one (1) week;

B) Employees will select their first segment in order of seniority in accordance with Article 15.14;

C) Each subsequent selection of remaining vacation entitlement will be in order of seniority to be selected after the initial vacation selections for that vacation list have been completed;

15.20 Employees desiring an advance vacation payment must make application for same not later than five (5) weeks prior to commencing their vacation. The advance vacation payment shall be for complete weeks only and shall be equal to their rate at the time of application less an appropriate amount to cover standard deductions. An employee may make only one request for an advance against vacation pay in each calendar year.

**ARTICLE 16  
EXPENSES**

\* 16.01 A) Expenses will be paid by the Company when the employee (except the employee selected for training) cannot return home or is assigned to work more than two hundred (200) kilometres outside his headquarters.

B) Expenses will be paid by the Company when the employee is selected for training and is required to travel from his permanent work location to the training location.

\* 16.02 Expenses for which eligible employees will be entitled will be as follows:

A) **Meal Allowance:**

| <b>Meal</b>  | <b>Jan. 1/98</b> | <b>Jan. 1/99</b> | <b>Jan. 1/00</b> |
|--------------|------------------|------------------|------------------|
| Breakfast    | \$7.00           | \$7.00           | \$7.00           |
| Lunch        | \$10.00          | \$10.25          | \$10.50          |
| Dinner       | \$19.00          | \$19.50          | \$20.00          |
| <b>TOTAL</b> | \$36.00          | \$36.75          | \$37.50          |

Allowances listed are all inclusive amounts to which employees who fulfil eligibility requirements at the time a meal period is allotted, are entitled. The above amounts may be increased at the discretion of the Second Level Manager in cases of high cost areas

or unusual circumstances. No receipts are required. The Company reserves the right to provide for meals in lieu of above expenses.

B) **Accommodation:** Employees assigned to duties which prevent them from returning home at night will be allowed actual reasonable expenses for hotel accommodation (receipt required) or in lieu thereof an amount of \$31.00 per night for accommodation of choice (no receipt required). The Company may arrange hotel accommodation in advance.

Effective January 1, 1999 the Accommodation amount will increase to \$32.00.

Effective January 1, 2000 the Accommodation amount will increase to \$33.00.

C) **Transportation:** Transportation charges including train, airplane, taxi and/or public transportation will be provided by the Company as authorized and directed by the responsible supervisor in advance. Receipts are required.

D) **Miscellaneous:** Where an assignment requires an employee to be away from home for two (2) or more consecutive nights, he will be entitled to claim a miscellaneous allowance of \$5.50 per night retroactive to the first day of the assignment.

Effective January 1, 1999 the Miscellaneous amount will increase to \$6.00.

Effective January 1, 2000 the Miscellaneous amount will increase to \$6.50.

## **ARTICLE 16 EXPENSES (Continued)**

Where an assignment required an employee to be away from home for more than seven (7) consecutive days, he may claim for each such period actual reasonable laundry expenses. Receipts are required.

When away for more than one day he will be entitled to five(5) minutes of calling per day on the AT&T Canada LDS network using a Company supplied prepaid calling card. Calls made on the competitors' networks, will not be reimbursed unless pre-approved by his manager or in an emergency.

E) **Advance on Expenses:** Where required, a reasonable amount of money for expenses will be advanced by the Company.

\* 16.03 Employees, when working away from their regular headquarters, may, when the work situation will permit, be allowed to return home for their rest days, provided:

A) Proper Company official is advised

B) they are available at the work location at the assigned starting time at the beginning of the

regular work week; and

C) the expense including travel time involved will not exceed that which would be incurred had they remained at the work location on their rest days.

Notwithstanding the above, such employees will be allowed to return home for their rest days no less frequently than every two (2) weeks or that employee will be guaranteed a minimum eight (8) hours work at premium rates through that rest period.

\* 16.04 Where the use of a personally-owned automobile is authorized, the allowance paid shall be 30 cents per kilometre.

Effective January 1, 1999 the Mileage amount will increase to 31 cents per kilometre.

Effective January 1, 2000 the Mileage amount will increase to 32 cents per kilometre.

## **ARTICLE 17 LEAVE OF ABSENCE**

### **UNION LEAVE**

\* 17.01 An employee of the company elected or appointed to the position of President, or a full time position in the Local Union or National Union of the CAW-Canada will be granted a leave of absence without pay by the Company. A request for leave of absence, stating the duration of the absence, will be submitted in writing to the employee's manager at least thirty (30) calendar days prior to the date requested. Such approval will not be unreasonably withheld.

An employee of the company elected or appointed to Regional Vice President or a part-time position in the Local Union will be granted a leave of absence without pay. For continuity of pay, such employee will remain on the payroll and the union will be billed monthly. A request for leave of absence, stating the duration of the absence, will be submitted in writing to the employee's manager at least three (3) working days prior to the date requested. Emergency situations requiring their presence will not require such written notice, subject to advising and receiving approval from their manager. Such approval will not be unreasonably withheld.

The union may, in addition to those officers listed above, nominate additional employees as local representatives on the basis of one (1) for each work group. For continuity of pay, such employees will remain on the payroll and the union will be billed monthly. A request for leave of absence, stating the duration of absence, will be submitted in writing to the employee's manager at least three (3) working days prior to the date requested. Emergency situations requiring their presence will not require such written notice, subject to advising and receiving approval from their manager. Such approval will not be unreasonably withheld.

Any employee or union official participating in a joint meeting required by the Company will suffer no loss of wages and will be considered as if working for all purposes.

Employees that are granted a leave of absence under the above shall have their seniority and pension credits accrue while on such leave.

**A) Full Time:** Employees elected Local Union President or any other full time local union officers remain covered under the Company life insurance, extended health care and dental plans outlined in Article 21. The Company will pay the full cost of the monthly premiums for such coverage.

**B) Part Time:** Employees elected as Regional Vice President for each promotion and seniority district, when granted, in accordance with the provisions of the agreement, a leave of absence without pay of up to thirty (30) calendar days duration, for union business, shall suffer no loss of benefits under Article 21.

## **ARTICLE 19 LEAVE OF ABSENCE (Continued)**

17.02 An employee, at the discretion of the Company and in accordance with Company rules and regulations, may be granted up to three (3) months leave of absence without pay in any twelve (12) month period. The employee will apply for such leave of absence in writing. If such leave is granted, he will be required to report back for duty on or before the expiry date of such approval.

However, in the event of sickness or other bona fide reason, additional or extended leave of absence in accordance with Company's rules and regulations may be granted, but in each case the employee shall obtain approval in writing prior to the expiry date of the authorized leave.

17.03 An employee on authorized leave of absence shall continue to accumulate seniority while on such leave, and his name shall be continued on the seniority list for the classifications in which he has established seniority rights.

\* 17.04 An employee returning to duty for a temporary period after leave of absence granted for educational purposes will be returned to his former classification and step level provided there is a vacant position available for which qualified. In all other cases, an employee returning to duty after leave of absence shall resume his former position and step level. In the event such position is no longer existent, he may exercise his seniority rights in accordance with Article 9.

He may also exercise his seniority to any regular position bulletined and filled during his absence, providing he has the necessary qualifications and his application reaches the office of the respective hiring manager not later than seven (7) calendar days from date of his return. However, where the employee so displaced is required to receive fifteen (15) days' notice, the returning employee will not be allowed to assume the position until the expiration of this period.



17.05 Where an employee is exercising his seniority on a position bulletined during his absence in a grouping in which he does not hold seniority, his name will be placed on the seniority list in proper seniority order before junior employees appointed during his absence.

### **BEREAVEMENT LEAVE**

\* 17.06 Upon the death of an employee's spouse, child, parent, brother, sister, step-parent, father-in-law or mother-in-law, the employee shall be entitled to three (3) days bereavement leave without loss of pay provided he has not less than three (3) months cumulative compensated service. The employee will be granted up to three (3) days bereavement leave for the purpose of attending the funeral upon the death of the employee's grandchild, grandparent, brother-in-law or sister-in-law. It is the intent of this article to provide for the granting of leave

### **ARTICLE 19 LEAVE OF ABSENCE (Continued)**

from work on the occasion of a death as aforesaid, and for the payment of his regular wages for that period to the employee to whom leave is granted.

\* 17.07 In the application of this Article, spouse will include any person, who is living with that person for at least a year, if the two persons have publicly represented themselves as husband and wife, or as an analogous relationship, provided the employee has informed the Company of the common law relationship for purposes of benefits under this Agreement.

### **JURY DUTY**

17.08 An employee who is summoned for jury duty and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed him for jury duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

A) An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

B) The number of working days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.

C) No jury duty pay will be allowed for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required

to change his vacation because he is called for jury duty.

### **SUBPOENAED TO APPEAR IN CRIMINAL COURT**

\* 17.09 An employee who is subpoenaed to appear in criminal court proceedings and is required to lose time from his assignment as a result thereof, shall be paid for actual time lost with a maximum of one basic day's pay at the straight time rate of his position for each day lost, less the amount allowed for court duty for each such day excluding allowances paid by the court for meals, lodging or transportation, subject to the following requirements and limitations:

A) An employee must provide the Company with a statement from the court containing witness allowances paid and the days on which he was required to appear as a witness.

B) The number of working days for which a subpoenaed employee shall be paid is limited to a maximum of three (3) days in any calendar year.

C) No subpoenaed employee will be paid for any day for which the employee is entitled to vacation or general holiday pay. An employee who has been allotted his vacation dates will not be required to change his vacation due to a subpoena.

### **ARTICLE 18 CORRECTIVE ACTION**

18.01 An employee shall not be disciplined or discharged except for just cause.

\* 18.02 An employee who has completed his probationary period will not be subject to corrective action or discharged until his case has been thoroughly investigated by the Company.

\* 18.03. When an employee is required by the Company to attend a formal review meeting, regarding corrective action the employee and the union will be notified in writing two (2) working days in advance. Notification will contain the reason(s) for the review as well as the time, date, and location of the review.

The employee will have the assistance of one or two fellow employees or a Union representative unless the employee objects.

18.04 An employee may be held out of service in the event of a dismissable offence for a period not exceeding three (3) days pending the investigation of his case.

\* 18.05 Any decision resulting in corrective action will be rendered within forty five (45) days from the acknowledgment of the incident giving rise to such corrective action. The date of acknowledgment shall be established upon request.

Such notice will contain the reasons for the corrective action and a copy will be forwarded to the Union within seven (7) calendar days of the decision, unless the employee refuses to allow such.

This time limit may be extended by mutual agreement between the Company and the Union

18.06 When the Company concludes that an employee's conduct justifies discharge for just cause, the Company will notify the employee and the Union in writing that it will discharge him/her at the end of an immediate suspension period of three (3) working days, during which the employee may appeal to a senior Company officer. The Company officer must meet the employee and the Union representative within the three (3) day period and within 48 hours of this meeting state in writing to the employee and Union that the discharge is sustained, modified or revoked.

18.07 Should the employee be exonerated and no discipline imposed, he/she shall be paid for any time lost, with a maximum of one (1) day's pay for each twenty-four (24) hours.

## **ARTICLE 18 CORRECTIVE ACTION (Continued)**

\* 18.08 When the Company concludes that an employee's conduct justifies suspension without pay, the Company will notify the employee and the Union in writing that it will suspend him without pay. On receipt of such letter the employee will have three (3) working days to appeal to the second level manager. The second level manager must meet the employee and the Union representative within three (3) working days of receiving the appeal. Within forty eight (48) hours of this meeting the second level manager will state in writing to the employee and the Union that the suspension without pay is sustained, modified, or revoked.

\* 18.09 Any correspondence on an employee's file more than three (3) years old and relating to corrective action will not be used for the purposes of arbitration.

## **ARTICLE 19 GRIEVANCE PROCEDURE**

\* 19.01 A grievance concerning interpretation or alleged violation of this Agreement, or an appeal by an employee who believes that he has been unjustly dealt with, shall be processed in the following manner.

It is understood that prior to filing a step 1 grievance the employee ( with the assistance of the local rep) shall take every reasonable step to resolve the issue with the employee's manager.

**Step 1:** The aggrieved employee shall present his grievance in writing, identifying the Article(s) of the Collective Agreement alleged to have been violated and the remedy(ies) sought to his immediate manager within thirty (30) calendar days following the cause of the grievance. The manager will render a decision in writing within fourteen (14) calendar days following receipt of the employee's grievance. A copy of the Company decision at Step 1 will be sent to the Union.

Any mutual agreement to resolve a grievance at this step between the employee, Union Representatives and Company Representatives will be done without precedent.

**Step 2:** If the grievance is not settled at Step 1, the Regional Union VP, or in his absence his accredited representative may within thirty (30) calendar days following receipt of the decision rendered at Step 1, appeal the decision, in writing, identifying the Article(s) of the Collective Agreement alleged to have been violated and the remedy(ies) sought to the appropriate second level manager. The appropriate second level manager will render a decision in writing within thirty (30) calendar days following receipt of the appeal.

In the event of a suspension or discharge, should the employee wish to file a grievance he must do so at Step 2 of the grievance procedure via the Local Union V.P. or his accredited representative.

**Step 3:** If the grievance is not settled at Step 2, the Local Union President may progress the grievance within thirty (30) calendar days to arbitration in accordance with Article 20.

### **Grievance / Arbitration Committee**

The Grievance / Arbitration Committee will meet on a quarterly basis to review, resolve and make decisions on grievances submitted to arbitration.

\* 19.02 Policy grievances may be initiated by the Regional Union VP or the Local Union President at Step 2 within thirty (30) calendar days following the acknowledgment of the cause of the grievance but in any case not longer than ninety (90) calendar days from the cause of the grievance.

## **ARTICLE 19**

### **GRIEVANCE PROCEDURE (Continued)**

A policy grievance initiated by the Local Union President will be forwarded to the Director, Labour Relations for resolution.

Policy grievances may relate to disputes concerning the meaning, interpretation, or alleged violation of this Agreement but in no case will a policy grievance be issued for the purpose of by-passing the appeal process for an employee who believes he has been unjustly dealt with.

19.03 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of one hundred and twenty (120) calendar days prior to the date that such grievance was submitted.

19.04 Any grievance not progressed within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may be progressed to the next step in the Grievance Procedure.

19.05 When a grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate Officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement.

19.06 The time limits specified at Step 1 shall be extended for the duration of an absence from work on account of a bonafide illness or the authorized leave of the grieving employee. Any other time limits will be extended for thirty (30) calendar days when mutually agreed.

19.07 Upon request from either party, a pre-arbitration committee will meet and identify both parties positions as to all relevant issues and remedies. The parties cannot subsequently change their positions at the arbitration except to the extent they become aware of new fact(s). Each party must advise the other of such new fact(s) as soon as it becomes aware of the new fact(s).

## **ARTICLE 20 ARBITRATION**

\* 20.01 Any grievance which is not settled to the satisfaction of the Union or the Company may be progressed to arbitration by written notice to the Director, Labour Relations or the Local Union President within thirty (30) calendar days following the receipt of the decision at Step 2 or the due date of such decision if not received. If not

so submitted within the time stipulated, the grievance shall be considered settled on the basis of the last decision.

20.02 Grievances shall not be subject to arbitration which involve:

A) any request for a modification of this Agreement

B) any matter not covered by this Agreement

C) any matter which by terms of this Agreement is exclusively vested in the Company

\* 20.03 The grievance shall be submitted to a single arbitrator except as provided hereafter. The parties shall endeavour to select an arbitrator from mutually agreed to lists within fifteen calendar days of submission:

When both parties mutually agree not to select an arbitrator from the approved lists, then the parties may agree on an alternate arbitrator. If agreement is not reached, the party requesting arbitration shall then request the Minister of Labour to appoint an arbitrator.

20.04 A party desiring that the dispute be submitted to an Arbitration Board shall so request in the arbitration notice. The other party must agree or disagree within fifteen (15) calendar days and, in accordance with the acceptance or refusal, article 20.03 or 20.05 will apply.

20.05 Where an Arbitration Board is to be established it shall be established within thirty (30) days from the date of the application for same is filed and shall consist of three (3) members, one of whom shall be selected by the Union and one of whom shall be selected by the Company and a Chairperson selected by the two (2) first-mentioned members of the Board. In the event of the failure of the two (2) members of the Board so selected to agree upon the selection of a Chairperson, the matter may be referred by either member to the Minister of Labour for Canada, who shall choose the Chairperson.

20.06 In the event of any vacancy on the Board occurring by reason of death, incapacity or resignation, or for any other reason, such vacancy shall be filled in the same manner as is provided herein for the establishment of the Board in the first instance.

## **ARTICLE 20 ARBITRATION (Continued)**

20.07 The decision of the sole Arbitrator or the Board shall be limited to the dispute or question contained in the statement or statements submitted to it by the party or parties. The decision of the sole Arbitrator or Arbitration Board shall not change, add to, vary or disregard any provisions of this Agreement.

20.08 Decision(s) of the sole Arbitrator or the majority of the members of the Arbitration Board which are made under the authority of this arbitration article, shall be final and binding upon the Company, the Union, and all employees concerned. If there is no majority decision, the decision of the Chairperson shall be the decision of the Board.

20.09 The Union shall pay the fees and expenses of the member chosen by it; the Company shall pay the fees and expenses of the member chosen by it; the fees and expenses of the Chairperson or sole Arbitrator shall be divided equally between the Company and the Union.

20.10 If in the application of the arbitration procedure either the Union or the Company raises any question as to whether a grievance is arbitrable, such question shall be submitted for decision to the Arbitrator or Arbitration Board established as provided herein to deal with the grievance giving rise to the question.

\* 20.11 Arbitration hearings for employee initiated grievances will be held either at Toronto, Vancouver, or Montreal,

Arbitration hearings for policy grievances shall alternate between the Headquarters of the Company and the Union, at the request of either party.

## **ARTICLE 21 EMPLOYEE BENEFIT PLANS**

\* 21.01 The cost of the following benefits contained in Article 21 will be shared:

1. 75% Company
2. 25% Employee

➤ Life Insurance ➤ Accidental Death & Dismemberment

➤ Short Term Disability ➤ Long Term Disability

➤ Dental ➤ Extended Health Care

In the application of this Article, spouse will include any person, who is living with that person for at least a year, if the two persons have publicly represented themselves as husband and wife, or as an analogous relationship, provided the employee has informed the Company of the common law relationship for purposes of benefits under this

Agreement.

It is agreed between the parties that should the Company introduce Premium Sharing for its benefit programs during the term of this agreement that the following principles will be used:

- The premium split will be 75% Company paid and 25% Employee paid.
- The employee premium will be 25% of the total premium cost to a maximum of:

|      | <u>Single</u> | <u>Family</u> |
|------|---------------|---------------|
| 1998 | \$30.00       | \$55.00       |
| 1999 | \$32.00       | \$57.00       |
| 2000 | \$34.00       | \$60.00       |

- Deductibles of \$25.00 / single and \$50.00 / family for health and dental.
- Allocation will be done in a tax effective manner.

Note: Union accepts the concept of employee costs increase but agreement depends on split premiums (active-retiree) and reduced cap for family.

21.02 Employee Benefit Plans will be provided for employees covered by this Agreement subject to the terms of the policies with the underwriters unless otherwise specifically noted.

21.03 Benefits will be provided through policies with carriers selected by the Company. The Local Union President will be advised in advance of any change in carriers and may request a meeting to discuss such change. A copy of policies shall be provided to the Union upon request.

**ARTICLE 21**  
**EMPLOYEE BENEFIT PLANS (Continued)**

Should a change in carrier occur, benefit coverage shall be maintained as practicable. In the unlikely event that a benefit coverage is reduced, the parties shall meet to



negotiate alternative benefit coverage of equal value.

**\* 21.04 Life Insurance:**

A) **Eligibility** - An eligible employee is one who, has maintained a continuous employment relationship for at least thirty (30) days as of the first day of a month in which a claim occurs; and has compensated service in the thirty (30) day period preceding a claim.

B) **Coverage** - The company will provide with no cost to the employee group term life insurance of :

|             |          |
|-------------|----------|
| <b>1998</b> | \$45,000 |
| <b>1999</b> | \$48,000 |
| <b>2000</b> | \$50,000 |

Subject to the terms of the contract with the Underwriter.

Additional voluntary life (to a maximum of two times basic salary) may be purchased at the going group rate by interested employees.

C) **Accidental Death and Dismemberment** - In addition to the Group Term Life Insurance, a policy will be provided to a maximum amount of:

|             |          |
|-------------|----------|
| <b>1998</b> | \$45,000 |
| <b>1999</b> | \$48,000 |
| <b>2000</b> | \$50,000 |

for employees whose death or dismemberment is the result of an accident. This accidental death and dismemberment insurance will be applicable only to participating employees who have compensated service during the 30 day period preceding any claim.

D) **Post Retirement Insurance** - An employee who retires from service will be entitled to a \$5,000 Life Insurance Policy, fully paid by the Company.

E) **Inactive Employees** - Participating employees who are laid-off shall be entitled to continue their Life Insurance and accidental death and dismemberment insurance by remitting the appropriate premium to the Company for a period not exceeding twenty four (24) months from the last date of regular service.

## **ARTICLE 21**

### **EMPLOYEE BENEFIT PLANS (Continued)**

Conditions and procedures for such direct payment will be set by the Company, in accordance with the terms of the policy with the Underwriter.

Participating employees who are on leave of absence shall be entitled to continue their Life Insurance and accidental death and dismemberment insurance by remitting the appropriate premium to the Company for a period not exceeding twelve (12) months from the last date of regular service. Conditions and procedures for such direct payment will be set by the Company, in accordance with the terms of the policy with the Underwriter

F) **Coverage Termination** - Subject to the terms of the policy with the Insurance Company or other specific provision herein life insurance coverage will cease on the last day worked in the event of:

i ) Termination;

ii) Strike, lock-out;

iii) Lay-off, leave of absence except as provided in (E) above.

#### **\* 21.05 Short Term Disability:**

A) **Eligibility** - An eligible employee is one who has maintained a continuous employment relationship for at least thirty (30) days as of the first day of the month in which a claim occurs and has compensated service in the thirty (30) day period preceding a claim.

B) **Waiting Period** - Short Term Disability payments for participating employees will commence from the first day in case of a non-occupational accidental injury, from the first day of sickness if hospitalized, and from the fourth day in other cases of sickness.

Outpatient surgery is to be considered Hospitalization

All employees with two (2) or more years service at the time of sickness will receive on

a one (1) occasion per calendar year basis, payment of sick benefits at current plan levels for the first three (3) days of sickness (non-accident, non-hospitalized) when qualifying for a fourth (4) day claim. All employees with five (5) or more years service will be eligible for such benefits on a two (2) occasion per year basis.

**ARTICLE 21**  
**EMPLOYEE BENEFIT PLANS (Continued)**

C) **Benefit Levels** - Short Term Disability benefit payments for claims which originate on or after January 1, 1998, 75% of base pay to a maximum benefit of :

|             |          |
|-------------|----------|
| <b>1998</b> | \$597.40 |
| <b>1999</b> | \$618.31 |
| <b>2000</b> | \$636.86 |

**NOTE:** Subject to Human Resources Development Canada (HRDC) approval a claimant in receipt of Employment Insurance Sickness Benefits will have such benefits supplemented to equal his Short Term Disability Benefits entitlement.

If the employee qualifies for Employment Insurance Sickness benefits, it is understood that the combined weekly payments received under this article and the weekly rate of

Employment insurance benefits will not exceed 75% of an employee's weekly base pay.

An employee has no vested rights to payments under the Employment insurance sickness benefits plan approved by the HRDC except to payments during a period of unemployment recognized as such by the HRDC.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance benefits are not reduced or increased by unemployment sickness benefits program.

D) **Benefit Period** - Employees who are not eligible for Employment Insurance Sickness Benefits are eligible, subject to the terms of the policy with the underwriter, for Short Term Disability Benefit payments for up to 26 weeks.

Employees who are eligible for Employment Insurance Sickness Benefits will be eligible for Short Term Disability Benefit payments for the first 15 weeks. If, after the first 15 weeks, the employee is still disabled, Employment Insurance Sick benefits will replace the Short Term Disability Benefit payments for up to a further 15 weeks. If the employee is still disabled when Employment Insurance benefits have expired, he will be eligible for up to a further 11 weeks of Short Term Disability payments.

E) **Other Coverage** - During any period that a participating employee has been in receipt of Short Term Disability, Employment Insurance Sickness Benefits, or Worker's Compensation, and that employee continues to be totally disabled, that employee's Extended Health Care, Life Insurance, and Dental coverage will continue in force for a maximum period of one (1) year.

## **ARTICLE 21**

### **EMPLOYEE BENEFIT PLANS (Continued)**

An employee who is totally disabled beyond a 12 month period and has maintained employee status will have his Life Insurance maintained in full for as long as he remains totally disabled or until age 65 or earlier date of retirement, at which time the coverage will reduce to \$5,000.

F) **Medical Notes** - Employer requested medical notes will be paid for by the Company

G) **Coverage Termination** - Subject to the terms of the policy with the Insurance Company, or other specific provisions herein, coverage for Short Term Disability Benefits will cease on the last day worked in the event of:

- i) Termination, suspension;
- ii) Strike, lock-out;
- iii) Lay off, leave of absence other than illness;
- iv) Retirement.

#### **\* 21.06 Dental and Extended Health Care Plan:**

A) **Eligibility** - An eligible employee is one who has maintained a continuous employment relationship for at least ninety (90) days as of the first day of the month in which a claim occurs and has compensated service in the thirty (30) day period preceding the claim.

#### **B) DENTAL BENEFITS :**

i) Employees and their dependants eligible for coverage will be entitled to claim reimbursement for basic and major dental care combined up to a maximum of \$1000.00 per covered person per calendar year, after a deductible of \$25.00 single, \$50 / family per family per calendar year has been applied.

ii) For **basic** dental services, 100 percent of the actual cost of covered expenses will be reimbursed up to the amounts specified in the relevant provincial Dental Association Fee Guides for the current year.

iii) For **major** dental services, 50 percent of the actual costs of covered expenses will be reimbursed up to the amounts specified in the relevant provincial Dental Association Fee Guides for the current year.

iv) For **orthodontic** services for dependent children, coverage to include children under twenty one (21), 50 percent of the actual costs of covered expenses will be reimbursed up to the amount specified in the relevant fee schedule. A maximum lifetime coverage of \$2,000.00 per covered individual shall apply.

## **ARTICLE 21 EMPLOYEE BENEFIT PLANS (Continued)**

### **C) EXTENDED HEALTH CARE BENEFITS :**

i) The company will provide an Extended Health Care Plan for eligible employees in respect of semi-private hospital accommodation and major medical expenses, with no deductible in respect of semi-private coverage, and a \$25.00 / single, \$50 / family per benefit year deductible in respect of major medical expenses. The terms and conditions of this Extended Health Care Plan will be described in the insurance policy. Prescriptions will include a dispensing fee cap of \$6.00

ii) The company will provide a Visioncare provision for all eligible employees. Coverage includes one pair of glasses (frames and lenses), including contact lenses, up to a maximum of \$150.00 per person in any 24 month period.

iii) Coverage will include hearing aids to a maximum of \$300.00 per covered employee in any three (3) year period.

**D) Inactive Employees** - Participating employees who are laid-off shall be entitled to continue their Extended Health Care and Dental Benefits for a period not to exceed two (2) years from the last date of regular service, by remitting the appropriate premiums to the Company.

Participating employees who are on leave of absence shall be entitled to continue their Extended Health Care and Dental Benefits for a period not to exceed one (1) year from the last date of

regular service, by remitting the appropriate premiums to the Company.

E) **Coverage Termination** - Subject to the terms of the policy with the Insurance Company, or other specific provisions herein, coverage for Extended Health Care Benefits will cease in the event of:

i) Termination;

ii) Strike, lock-out;

iii) Lay-off and leave of absence except as provided in (D) above.

iv ) Retirement, with employee option to maintain Extended Health Care Benefit by paying premium.

### **21.07 Long Term Disability (LTD)**

This will provide you with continuing income equal to 66.7% of your monthly earnings at the date your disability began to a maximum benefit of \$4,000 a month provided you are still disabled after 26 weeks. If you have unused vacation credits when WIB benefits expire, you will receive your vacation pay entitlement before LTD benefits begin. LTD benefits are taxable as regular income and are payable monthly for as long as you remain totally disabled, but not beyond age 65.

## **ARTICLE 21**

### **EMPLOYEE BENEFIT PLANS (Continued)**

#### **Definition of Disability:**

#### **During the Initial Assessment Period:**

During the 180 day waiting period and the subsequent 24 months, disability is assessed on the basis of the duties you regularly performed for the Company before disability started. You are considered disabled if, because of disease or injury, there is no combination of duties you can perform that regularly took at least 80% of your time at work to complete.

#### **After the Initial Assessment Period:**

After the initial assessment period, you are considered disabled if disease or injury prevents you from being gainfully employed.

Gainful employment means work:

1. you are medically able to perform,

2. for which you have at least the minimum qualifications,
3. that provides income of at least 66.7% of your monthly pre-disability earnings, and
4. that exists either in the province or territory where you worked when you became disabled or where you currently live.

To qualify for LTD benefits, you must also be under the care of a qualified physician and you will be required from time to time to provide proof that you continue to be disabled.

### **Co-ordination With Other Disability Benefits:**

Under the LTD Plan, your total income from all sources cannot exceed 66.7% of your regular earnings or \$4,000 a month, whichever is less. If you qualify for Workers' Compensation, Canada/Quebec Pension Plan or any other government or Company-sponsored disability benefits which would bring your total income up to more than 66.7% of your regular earnings, your LTD benefits will be adjusted accordingly. However, this \$4,000 limit does not include C/QPP benefits for dependent children, cost of living increases in C/QPP or Workers' Compensation benefits, disability income from a private insurance plan or 50% of earnings from an approved rehabilitation employment program as detailed below.

You will be required to provide proof that you have applied for all other disability benefits for which you may be eligible, along with a statement of the amount of any other benefits you are receiving.

## **ARTICLE 21 EMPLOYEE BENEFIT PLANS (Continued)**

### **Rehabilitative Employment:**

A Rehabilitation Counsellor will assist you in appropriate rehabilitation or retraining programs. If you begin work under an approved rehabilitation program, your LTD benefits will be reduced by only 50% of your rehabilitative employment earnings, provided your total income does not exceed 100% of your earnings at the date your disability began.

### **Exclusions Under The LTD Plan:**

You are not eligible for LTD benefits if disability results from any of the following causes:

1. intentionally self-inflicted injuries
2. war, insurrection, rebellion or participation in a riot or civil commotion
3. accidental injuries sustained while working for another employer
4. alcoholism or drug addiction, except while undergoing an approved rehabilitation program

5. mental or emotional disorder, unless treatment is being provided by a physician certified in psychiatry
6. any period of disability after you fail to participate or co-operate in a rehabilitation program that has been recommended or approved by the carrier
7. any period in which you do not participate or co-operate in a reasonable and customary treatment program for your disability
8. the scheduled duration of a period of leave of absence or temporary lay-off if disability starts after the leave or lay-off begins
9. a period of confinement in a prison or similar institute
10. the following periods if disability is due to pregnancy:
  - a period of maternity leave
  - the period starting 10 weeks before and ending 6 weeks after delivery and;
  - a period for which you are paid EI maternity benefits

21.08 Maternity/Child Care Leave - It is Company policy to grant leaves of absence without pay to employees for the purposes of maternity and child care subject to the following provisions. The maximum period of leave will be:

#### **ARTICLE 21 EMPLOYEE BENEFIT PLANS (Continued)**

i) maternity leave - 17 weeks without pay to employees who give birth

ii) child care leave - 24 weeks without pay to male or female employees who have a newborn or newly-adopted child

Eligible employees on Maternity/Child Care Leave will continue to be covered under the benefit plans during the entire period of leave.

21.09 Claims denied by the Insurance Company will not be subject to review except where such claim has been denied on the basis of eligibility in which event a grievance may be filed pursuant to the grievance procedure of this Collective Agreement.

#### **21.10 Short Term Disability Appeal Procedure:**

If any difference shall arise between the Company and the Union as to whether an employee is entitled to Short Term Disability Benefits and agreement cannot be reached, the matter shall be submitted to medical arbitration in the following way:

The employee shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by the Union. If they shall disagree concerning the question, then the question shall be submitted to a third physician, selected by such two (2)



physicians. The opinion of the third physician, after examination of the Employee and consultation with the other two (2) physicians, shall decide such question and will be binding upon the Company, the Union and the Employee involved. The fees and expenses of the third physician shall be shared equally by the Company and the Union.

**\* 21.11 Medicare Allowance:**

A monthly allowance shall be applied against payments provided for under any government medical care programme in the following manner:

A) Participating employees, if single, an allowance of \$8.00 per month or, if married, an allowance of \$14.00 per month.

Such allowance will first be used to pay any amount the Company is, or might be in the future, required to pay for such medical-surgical benefits under any government medical care program.

If no monthly amount is payable or if the monthly amount payable or to be payable by an employee, or by an employee and the Company, account basic medical-surgical benefits, is less than the allowance, the difference will be paid to the employee on the payroll and if the monthly amount is greater the difference will be deducted from the employee's wages.

**ARTICLE 21  
EMPLOYEE BENEFIT PLANS (Continued)**

Subject to the provisions of the above clauses, the allowance will be made in respect of each participating employee provided he performs compensated service during the month for which the allowance is made.

Notwithstanding the provisions of Clause 21.11, a participating employee who does not perform compensated service in any calendar month but who is in receipt of a weekly indemnity payment under the provisions of the employee Benefit Plan will be treated as follows:

i) If he is resident in a province where a Medicare premium or Medicare tax is payable, he will be eligible for the amount of such premium or tax up to the maximum amount stipulated in Clause 21.11(A), or such lesser amount as is required to pay the premium or tax in such province.

ii) If he is resident in a province where no Medicare premium or Medicare tax is required, no payment will be made.

**NOTE:** "Participating employee" referred to previously has the same meaning as set out in the Employee Benefit Plan.

## **ARTICLE 22 DEDUCTION OF UNION DUES**

22.01 The Company shall deduct on the second payroll of each month from wages due and payable to each employee coming within the scope of the Collective Agreement monthly union dues as well as general assessments levied from all employees subject to conditions set forth in Articles 22.02 to 22.11.

22.02 Employees filling positions of a supervisory or confidential nature not subject to all the rules of this Collective Agreement as may be mutually agreed between the Company and the Union shall be excepted from dues deduction.

22.03 Membership in the Union shall be available to any employee eligible under the Union Constitution on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall be mandatory for all eligible employees whose employment commences after January 1, 1989. Membership shall not be denied for reason of race, national origin, colour or religion.

22.04 Deductions for new employees shall commence on the payroll for the second pay period of the month in which the employee performs compensated service.

22.05 If the wages of an employee on the second payroll of a month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee of the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

22.06 Not more than one (1) deduction of dues shall be made from any employee in any month.

22.07 Only payroll deductions now or here-after required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.

22.08 The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Officer or office of the Union as may be mutually agreed, not later than forty (40) calendar days following the pay period in which the deductions are made.

22.09 The Company shall not be responsible financially or otherwise, either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the

**ARTICLE 22  
DEDUCTION OF UNION DUES (Continued)**

Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amount deducted pursuant to the provisions of this Article shall terminate at the time it remits amount payable to the designated officer or office of the Union.

22.10 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the company pursuant to Article 22.01, all parties shall co-operate fully in the defence of such action. Each party shall bear its own cost of such defence except that if at the request of the Union counsel fees are incurred these shall be borne by the Union. Save aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by them as a result of any such deduction or deductions from payrolls.

22.11 The Company shall provide, on a monthly basis, the Union with a list of employees indicating any changes to their status (i.e. hiring, transfer, promotion, lay-off, recall).

**ARTICLE 23  
TERMINATION OF AGREEMENT**

23.01 This Agreement as revised shall remain in effect until December 31, 2000 and thereafter, subject to ninety (90) days notice in writing from either party to the Agreement of its desire to revise, amend or terminate it. Such notice may be served at any time subsequent to September 30, 2000.

Signed at Toronto, Ontario, this 6th day of February, 1998.

**FOR THE COMPANY: FOR THE UNION:**

Norm Bailey John Amato

Anthony Schultz Dave Halikowski

Renato Discenza Brian Lee

Phil Laxdal Raymond Moisan

Wayne Boyle Brian Avery

Norman Quesnel Colin Hooyberg

Bob Lillies

Daniel Langlois

## APPENDIX A

### WEEKLY RATES OF PAY TECHNICAL CLASSIFICATION

#### Maximum Step

Communication Technician - 12

\* Provisioner - 7

#### Rates:

|          | Jan. 1, 1998 | Jan. 1, 1999 | Jan. 1, 2000 | Progression Factors |
|----------|--------------|--------------|--------------|---------------------|
| <b>1</b> | \$ 576.84    | \$ 597.03    | \$ 614.94    | --                  |
| <b>2</b> | \$ 617.33    | \$ 638.94    | \$ 658.11    | 6 months            |
| <b>3</b> | \$ 657.86    | \$ 680.89    | \$ 701.31    | 6 months            |
| <b>4</b> | \$ 701.27    | \$ 725.81    | \$ 747.58    | 6 months            |

|           |           |            |            |          |
|-----------|-----------|------------|------------|----------|
| <b>5</b>  | \$ 746.07 | \$ 772.18  | \$ 795.35  | 6 months |
| <b>6</b>  | \$ 792.44 | \$ 820.18  | \$ 844.78  | 6 months |
| <b>7</b>  | \$ 835.72 | \$ 864.97  | \$ 890.92  | 6 months |
| <b>8</b>  | \$ 890.64 | \$ 921.81  | \$ 949.47  | 6 months |
| <b>9</b>  | \$ 911.42 | \$ 943.32  | \$ 971.62  | 6 months |
| <b>10</b> | \$ 931.94 | \$ 964.56  | \$ 993.50  | 6 months |
| <b>11</b> | \$ 949.29 | \$ 982.51  | \$1,011.99 | 6 months |
| <b>12</b> | \$ 966.43 | \$1,000.25 | \$1,030.26 | 6 months |

**APPENDIX B**

**WEEKLY RATES OF PAY  
NON-TECHNICAL CLASSIFICATION**

**Maximum Step Progression**

Clerk 8

Service Centre Operator 9

\* Telephone Operator (Long Distance) 8

Telephone Operator (Telegram) 9

Customer Support Clerk (Facsrout) 9

Traffic Controller 11

*Progression Factors - all progressions are based on qualifications and job requirements .*

**Rates:**

|           | <b>Jan. 1, 1998</b> | <b>Jan. 1, 1999</b> | <b>Jan. 1, 2000</b> | <b>Progression Factors</b> |
|-----------|---------------------|---------------------|---------------------|----------------------------|
| <b>1</b>  | \$ 462.37           | \$ 478.55           | \$ 492.91           | --                         |
| <b>2</b>  | \$ 495.76           | \$ 513.11           | \$ 528.50           | 6 months                   |
| <b>3</b>  | \$ 532.13           | \$ 550.75           | \$ 567.28           | 6 months                   |
| <b>4</b>  | \$ 566.63           | \$ 586.47           | \$ 604.06           | 6 months                   |
| <b>5</b>  | \$ 601.11           | \$ 622.15           | \$ 640.81           | 6 months                   |
| <b>6</b>  | \$ 635.99           | \$ 658.25           | \$ 678.00           | 6 months                   |
| <b>7</b>  | \$ 666.40           | \$ 689.72           | \$ 710.42           | 6 months                   |
| <b>8</b>  | \$ 696.75           | \$ 721.14           | \$ 742.77           | 6 months                   |
| <b>9</b>  | \$ 727.19           | \$ 752.64           | \$ 775.22           | 6 months                   |
| <b>10</b> | \$ 757.53           | \$ 784.05           | \$ 807.57           | 6 months                   |
| <b>11</b> | \$ 782.82           | \$ 810.22           | \$ 834.53           | 6 months                   |

**APPENDIX C  
CONTRACTING OUT**

The Company agrees that in the period to contract termination that on-site provisioning, maintenance and restoral of Company's equipment and systems located on Company's owned or leased premises (buildings) will not be contracted out.

The Company also agrees that all other work on the above premises normally performed by employees represented by Local 2000 CAW Canada will not be contracted out except:

1. When technical skills are not available from within the Company; or
2. Where sufficient employees qualified to perform this work are not available from active employees or laid-off employees on recall list as provided for in Article 6 in the promotion district where the work is required to be completed; or
3. Where essential equipment or facilities are not available at the time and place required; or
4. Where the nature or volume of the work is such that it does not justify the capital or operating expenditures involved; or
5. Where the required time of completion cannot be met with the skills, personnel or equipment available at the location of the work; or
6. Where the nature or volume of the work is such that undesirable fluctuations in the employment will automatically result.

These restrictions to contracting out will not apply in emergencies nor to warranty work.

The Company will advise the Local Union President, in writing as far in advance as practicable of its intention to contract out work. Such advice will contain a description of the work to be contracted out and the anticipated duration of such work. If the Local Union President requests a meeting to discuss matters relating to the contracting out of work specified in the above notice the appropriate Company Officer will promptly meet with him for that purpose.

Should the Local Union President request information respecting contracting out which has not been covered by notice of intent it will be supplied to him promptly. If a meeting to discuss such contracting out is requested it will be arranged at a mutually acceptable time and place.

\* **Newfoundland and Labrador**

In the province of Newfoundland and Labrador, in the period to contract termination, the Company may contract out work to meet the demands of the business.

**\* APPENDIX D  
REGIONAL TECHNICIANS ALLOWANCE**

A regional technician allowance will be paid to all employees at step level 10 or greater in the technical classification listed in Article 3 of the Collective Agreement.

This allowance will not form part of the employee's straight time rate and will be paid only for time actually worked. This allowance will not be paid for time not worked except for annual vacation and general holidays.

Employees at Step 10 or greater headquartered at the following locations will receive the applicable R.T. A. in accordance with the following schedule:

| <b>Western</b>                      | <b>Central</b>       | <b>Eastern</b>           |
|-------------------------------------|----------------------|--------------------------|
| <b>Tier 1:</b>                      |                      |                          |
| Rate: \$1.10                        |                      |                          |
| Greater Vancouver Regional District | Metropolitan Toronto | Montreal Urban Community |
|                                     | City of Mississauga  |                          |
|                                     | Markham              |                          |
| <b>Tier 2:</b>                      |                      |                          |
| Rate: \$0.80                        |                      |                          |
| All Others                          | All Others           | All Others               |



## **APPENDIX E EMERGENCY SNOW/STORM CONDITIONS**

The following will constitute the policy with respect to employees who, because of severe snow or storm conditions, either report late for work or are unable to report at all.

All employees are expected to make every effort to report for work on time notwithstanding snow or storm conditions. However, employees who, due to such conditions, arrive late for their assignments but report prior to midpoint of their tour of duty, will be paid for the day provided such late arrival is directly attributable to the aforementioned severe snow or storm conditions. Employees who report after the midpoints of their tour of duty will be paid one-half day.

With respect to employees who are unable to report for work due to the snow or storm conditions, or who report after the midpoint of their tour of duty it is agreed that notwithstanding the provisions of the collective Agreement, such employees may be given the opportunity to work additional hours at straight time rates in order to make up part or all of such lost time. It is understood that such arrangements will only apply insofar as they do not conflict with the provisions of the Canada Labour Code.

This policy will only apply when the proper municipal authorities have requested the public to leave their motor vehicles at home and local public transportation services are not operating due to snow storms.

### **\* APPENDIX F DRIVER'S LICENCE**

In the event that an employee who requires a valid driver's licence to carry out normal job duties loses his/her licence for a period of time, the Company will attempt to provide reasonable accommodation to such an employee. If no reasonable accommodation is possible, the employee will be placed on leave of absence without pay.

The affected employee has three (3) principal responsibilities throughout:

1. to advise his manager of any Highway Traffic Act violation where operating a company vehicle and advise his manager of a potential loss of license and the time frame thereof,
2. to provide sufficient documentation of the loss, and
3. to advise the Company at least 30 days prior to the estimated date of return of licence.

The specifics of each case will be discussed with the Regional Union VP as soon as

possible.

## **APPENDIX G EARLY RETIREMENT**

1. Notwithstanding the provisions of Section 10.02 (A)(ii) of the Pension Plan, the Company will not withhold consent for early retirement for members aged 55 or more.
2. Any misunderstanding concerning the applications or interpretation of the present letter of understanding may be submitted as a grievance under the grievance and arbitration procedures of the collective agreement. The Board of arbitration or Arbitrator will have the necessary jurisdiction to decide over such a grievance and make the necessary orders to ensure its appropriate applications.

## **APPENDIX H PENSION PLAN**

**WHEREAS** the Company and Local 2000 CAW Canada have agreed on pension indexing formula as per enclosed Indexation Rules.

### **Indexation Rules:**

#### 1. Coverage

- Retires
- Surviving spouses
- Spouses of employees who die in service
- Disabled pensioners
- Matured deferreds

#### 2. When increases occur

Starting January 1, 1992, provided the employees have reached age 65 and have been retired at least 5 years; but no more than 10 years deferral

#### 3. Portion of pension covered

Whole pensions (includes portion due to Pension Enhancement Option)

#### 4. Increase

50% of CPI over 12 months ending previous September 30, up to maximum CPI increase of 6%

5. Retroactivity

None

6. Required member contribution

No contribution

**Inflation Protection:**

The Company agrees to the introduction of a program of inflation protection covering both current and future retirees from the Pension Plan.

The details of the new benefit will be developed jointly by Union and Management representatives during 1990-91 with an effective implementation date of January 1, 1992.

The proposed improvements to the Plan will follow the amendment principles as set out in the memorandum of settlement between CP Rail and the Associated Non-Operating Railway Unions with any further modifications to be agreed to or negotiated by the Parties prior to 1992.

**APPENDIX H  
PENSION PLAN (Continued)**

**PENSION IMPROVEMENTS :**

A) Include a period of lay-off of up to a maximum of twelve (12) consecutive calendar months, in the pensionable service of an employee who had completed not less than ten (10) years of Continuous Service at the date of lay-off. The employee must continue to contribute to the Plan on the basis of his basic rate of pay in effect on the first day of layoff.

B) For all members who are single at the date of pension commencement, the provision as Normal Form, a ten-year term certain guaranteed period with no reduction of monthly pension following the Member's death.

C) For members whose death occurs prior to eligibility for early retirement, the provision of a minimum pre-retirement death benefit equal to commuted value of complete vested benefit.

**\* APPENDIX I**

## **JOB SECURITY RELOCATION BENEFITS**

The following are the Relocation Benefits contained in Article seven of the Job Security Agreement

### **ELIGIBILITY**

7.1 To be eligible for relocation expenses as provided for in this Agreement, an employee

a) must have been laid off or displaced and in the exercise of seniority rights is required to relocate; or

b) must be affected by a notice which has been issued under Article 8 of this Agreement and chooses to relocate as a result of receiving an appointment on a bulletined regular vacancy and such relocation takes place in advance of the effective date of the Article 8, provided this will not result in additional moves being made.

7.2 In addition to fulfilling at least one of the conditions set forth above, the employee:

a) Must have two years' cumulative compensated service as defined in Clause 5 of Appendix "B"; and

b) Must be a householder; that is, one who owns or occupies unfurnished living accommodation. This requirement does not apply to Articles 7.5, 7.6, 7.7 and 7.10; and

c) Must establish that there is no regular, daily public commuter transportation by which it is practical for him to commute between his residence and the new work location; and

d) Must be eligible for relocation benefits as set out in the respective Collective Agreement and appendices thereto.

### **RELOCATION BENEFITS:**

7.3 Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile including packing and unpacking, insurance and up to one month's storage; the mode of transportation to be determined by the Employer.

7.4 An allowance of up to \$550 for incidental expenses actually incurred as a result of relocation.

7.5 Reasonable transportation expenses from his former location to his new location by rail, or if authorized, by bus or employee-owned automobile, and up to \$135 for an employee without dependants and that an additional amount of \$53 will be paid for

## **APPENDIX I**

### **JOB SECURITY RELOCATION BENEFITS (Continued)**

each dependant for meals and temporary living accommodation. Receipts will be required for rail or bus transportation to the new location.

7.6 If authorized by the Employer, an employee may drive his automobile to his new location at the allowance specified in the relevant current Collective Agreement.

7.7 In order to seek accommodation in his new location and/or to move to his new location, an employee will be allowed a continuous period of leave up to one week (seven (7) consecutive calendar days). Payment for such leave shall not exceed one week's pay at his regular weekly rate. For other than weekly rated employees, five (5) basic days' or forty (40) hours' straight-time pay shall constitute one week's pay.

7.8 a) Except as otherwise provided in Article 7.8 (c), reimbursement for up to \$11,000 for loss sustained on the sale of relocating employee's private home which he occupied as a year-round residence. Loss sustained is determined as the difference between the value determined at the outset plus any real estate agent fees, legal fees, including those legal fees on purchase of a home at the new location and any mortgage penalties, and the amount established as the selling price in the deed of sale.

b) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix "C" to this Agreement.

c) Notwithstanding the provisions of Article 7.8 a):

i) Should a change take place involving relocation of employees whereby the number of homes being listed for sale by such employees represent fifteen (15) percent or more of the residential homes in the municipality, the employees required to relocate shall be reimbursed for the full loss on such homes, which loss shall be determined by the procedures described in Appendix "C" to this Agreement. The number of employee's homes referred to above shall, for the purpose of establishing the fifteen (15) percent, include the homes of all employees that are being offered for sale as a result of and at the time of change; or

ii) Should a change occur involving relocation of employees covered by this Agreement as well as employees of the Employer covered by other Collective Agreements, if any, the maximum amount of \$11,000 specified in paragraph (a) of this Article 7.8 shall be adjusted upward to equal the maximum amount paid account loss on sale of home to any employee covered by such other Collective Agreement.

d) An eligible employee who desires to sell his house and receive any benefit to which he may be entitled under Article 7.8 must advise the Employer's officer concerned

## **APPENDIX I**

### **JOB SECURITY RELOCATION BENEFITS (Continued)**

accordingly within twelve (12) months of the date the initial change takes place. No employee shall be entitled to any claim under Article 7.8 if the house is not listed for sale within sixty (60) days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under Article 7.8 must be made within twelve (12) months of the final determination of value.

**Note:** Notwithstanding other provisions of Article 7.8, special cases of loss on sale of homes may be submitted to the Administrative Committee for adjudication, but such special cases shall not be subject to arbitration.

7.9 Payment of the cost of moving a wheeled mobile home which the employee occupies as a year-round residence. The selection of the mover and the cost of moving the mobile home shall require the prior approval of the Employer and shall not, in any event, exceed a total cost of \$4,500. Receipts shall be required.

7.10 If an employee who is eligible for moving expenses does not wish to move his household to his new location, he may opt for a monthly allowance of \$135 which will be payable for a maximum of twelve (12) months from the date of transfer to his new location.

Should an employee elect to transfer to other locations during such twelve (12) month period following the date of transfer, he shall continue to receive the monthly allowance referred to above, but subject to the aforesaid twelve (12) month limitation.

An employee who elects to move his household effects to a new location during the twelve (12) month period following the date of his initial transfer will be eligible for relocation expenses under this Article only for one such move and payment of the monthly allowance referred to above shall terminate as of the date of his relocation.

7.11 a) Alternatively to Article 7.8, the cost of terminating an unexpired lease and legal costs connected therewith up to a value of three (3) months' rent where the relocating employee was renting a dwelling, will be paid. Should the law require payment of more than three (3) months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Employer's approval to pay in excess of three (3) months' rent.

b) Where a lease was entered into following the notice of the change without prior approval of the Employer, no benefit will be provided. Such prior approval

**\* LETTER OF UNDERSTANDING  
JOINT TASK FORCE**

The Company and the Union agree to form a joint task force with the mandate to improve:

- Productivity
- Labour Management Relations
- Customer Satisfaction

This task force will be comprised of two (2) senior members of management and two (2) senior officials of the Union. The task force will report to a steering committee comprised

of the Chief Operating Officer of the Company and the Local Union President .

**\* LETTER OF UNDERSTANDING**

**PROVISIONER**

It is agreed that effective upon ratification:

1. All existing Level II Provisioners to become Communication Technicians

Any current level II Provisioner who does not meet the qualifications to become a Communications Technician (C.T.) will be considered to be non-qualified C.T. and as such will not be eligible to move from his current job assignment. However, in the event of a bulletin, or displacement due to layoff, he will only be eligible for positions in the non-technical and Provisioner classification. Any employee currently in a non-technical classification cannot displace these non-qualified C.T.s unless they meet the C.T. qualifications.

**Rates of pay: Communication Technician**

If their salary is higher than step 12 they will remain at a personal rate until such time the step 12 rate becomes equal to or exceeds the employees personal rate, at which time the rate of pay will be integrated at step 12.

All existing Level I Provisioners to become Provisioners

(maximum step 7 -technical rate of pay )

These Provisioners will only have bidding and displacement rights in the non-technical classifications; furthermore, employees in existing non-technical positions will have bidding and displacement rights in the Provisioner classification.

**Rates of pay: Provisioner**

If their salary is higher than step 7 they will remain at a personal rate until such time the



step 7 rate becomes equal to or exceeds the employees personal rate, at which time the rate of pay will be integrated at step 7.

**\* LETTER OF UNDERSTANDING**

**JOB SECURITY AGREEMENT**

The Job Security Agreement amended as follows:

1) New employees entering the bargaining unit following April 4, 1995 will not be eligible to participate in the benefits contained in the Job Security Agreement.

2) New employees entering the bargaining unit following April 4, 1995 will be entitled to one (1) weeks severance per completed years of service with a minimum of three (3) weeks. Employees with less than one (1) year will not be entitled to severance pay.

3) Effective July 1, 1996 cumulative compensated service will be based on 0.5 years of service for each year of service.

\*4) Employees who entered the bargaining unit effective 1997/ 01/01 as a result of the 60;Scope Agreement61; will be eligible to receive the same cumulative compensated service as per the Job Security Agreement and the Collective Agreement

**\* LETTER OF UNDERSTANDING**

**SPECIAL TERMS AND CONDITIONS OF EMPLOYEES WHO ENTERED THE BARGAINING UNIT EFFECTIVE 97/01/01 AS A RESULT OF THE 60;SCOPE AGREEMENT61;**

**1. Staff Reduction** - Notwithstanding the terms of Article 10 (Staff Reduction) of the Collective Agreement, Company service may be invoked by an employee for the purpose of job retention within the classification.

**2. Wages** - If an employees effective rate of pay is higher then the rate of pay provided by the Collective Agreement for the position he occupies, the employee shall continue to receive his effective rate until such time as the wage rate provided by the Collective

Agreement for his position reaches his effective rate (Red Circle). He shall there after be paid according to the Collective Agreement.

**3. Vacation** - If an employees vacation entitlement is higher than the amount specified in the Collective Agreement, the employee shall continue to receive his existing vacation entitlement, until the amount provided by the Collective Agreement reaches his vacation amount. He shall there after be entitled to the amount according to the Collective Agreement.

**\* LETTER OF UNDERSTANDING**

**PAID UNION LEAVE OF ABSENCE FOR REGIONAL UNION VICE PRESIDENTS**

It is understood and agreed that each Regional Union Vice-President will be eligible for five (5) paid days of leave of absence for union business per year.

**\* LETTER OF UNDERSTANDING**

**PREMIUM PAY FOR TRAM MAINTENANCE ABOVE 65 FEET**

It is understood and agreed that employees who are required by the company to perform Tram Maintenance above sixty-five (65) feet will be paid a premium of one (1) hour of their basic Pro Rata rate for each shift, in addition to their normal rate of pay.

**\* LETTER OF UNDERSTANDING**

**SALARY AND EXPENSE FOR LOCAL UNION PRESIDENT , LOCAL 2000 CAW**

It is understood and agreed that the current salary and expense arrangement for Local Union President will be continued and renewed on a annual basis.

**\* LETTER OF UNDERSTANDING**

**SOCIAL JUSTICE FUND**

The Company agrees to pay into a special fund one cent (1¢) per hour per employee, excluding overtime, for the purpose of contributing to the CAW - Social Justice Fund.

The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the company to the following address:

**CAW Social Justice Fund**

205 Placer Court

Willowdale, Ontario

M2H 3H9

**\* LETTER OF UNDERSTANDING**

**PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund two cents (2 ¢) per hour per employee, excluding overtime, for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification, and sent by the Company to the following address:

**CAW Paid Education Leave Program**

**CAW Family Education Centre**

R.R. #1 CAW Road 25

Port Elgin, Ontario

N0H 2C5

The Company further agrees that members of the bargaining unit, selected by the union to attend such courses, will be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be

intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

**\* LETTER OF UNDERSTANDING**

**RETIREMENT COUNSELING**

It is understood and agreed that on a one time basis, all employees with six (6) or more months of service will be eligible to attend a one day retirement counseling seminar provided by the company.

**\* LETTER OF UNDERSTANDING**

**GROUP RRSP**

It is understood and agreed that all employees with six (6) or more months of service will be eligible to participate in the Company's Group RRSP plan on a voluntary basis.

**\* LETTER OF UNDERSTANDING**

**AVERAGING PERIOD**

It is understood and agreed that The Company will amend the AT&T Canada LDS Contributory Pension Plan dated January 1, 1996 as follows. The averaging period of pensionable earnings shall be the best sixty (60) months, not necessarily consecutive, of the one hundred and twenty (120) consecutive months prior to the members date of the determination.