

SOURCE	Union		
EFF.	96	06	03
TERM.	98	01	31
No. OF EMPLOYEES	600		
NOMBRE D'EMPLOYÉS	44		

# COLLECTIVE AGREEMENT

BETWEEN

**ENTOURAGE TECHNOLOGY SOLUTIONS INC.**

(hereinafter referred to as the Company)

and

**THE COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
(CEP)**

(hereinafter referred to as the Union)

from June 3rd 1996 to January 31st 1998

The PRESENT AGREEMENT, made in duplicate, this 3rd day of June 1996, is concluded

**BETWEEN**

**ENTOURAGE TECHNOLOGY SOLUTIONS, hereinafter called the «the Company»,**

**OF THE FIRST PART;**

**AND**

**THE COMMUNICATIONS, ENERGY AND. PAPERWORKERS UNION OF CANADA, hereinafter referred to as "the Union",**

**OF THE SECOND PART.**

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

- 1.01 The Company agrees to recognize the Union as the exclusive bargaining agent for all of its employees employed in the Province of Ontario, save and except Group Leaders and persons above the rank of Group Leaders and save and except all office, clerical and sales employees.
- 1.02 Whenever a new occupation is established during the term of this Agreement, it shall be covered by the present Collective Agreement and the parties agree to negotiate wages and working conditions for these new **occupations**.

## **ARTICLE 2 - WORKPLACE ORGANIZATION**

- 2.01 There are substantial strengths within the Company and the Union which can be built on successfully, As the parties jointly face the challenges of the future, they share the following values:

customer-focus:  
the overriding value of employees as a resource;  
quality and continuous improvement;  
a continuous learning environment;  
Union-Management partnership;  
employee diversity:  
positive human interactions.

The overall goals of the Company are to offer quality communications products and services, job security, the Company's return on investments, as well as local initiative and self-direction based on principles and constructive relationships rather than rules or restrictive practices.

## **ARTICLE 2 - WORKPLACE ORGANIZATION (cont'd)**

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

The parties recognize that **stable**, continuous employment is a **mutual interest** and goal. The parties jointly agree to utilize every **practicable** means to **assure** it is within the constraints of competitive and economic realities.

## **ARTICLE 3 - DISCRIMINATION**

3.01 The Company shall not discriminate against an employee because of membership in the Union or activities authorized herein on behalf of the Union

7/1  
3.02 The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that **employee's** pregnancy, age, marital status, disability, sex, sexual orientation, race, creed colour, national origin, political affiliation with a legitimate political party or for exercising any of his rights under this Collective Agreement.

14/1  
3.03 The Company and the Union are committed to working together to ensure a workplace which is free from harassment. The parties further agree that no employee should be subjected to racial or **sexual harassment** or shall be required to tolerate being subjected to such harassment **while** at work.

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

## ARTICLE 4 - DEDUCTIONS

### Union Dues

- 1/2 4.01 All employees shall pay Union dues and be a Union member. Employees hired or transferred into the bargaining unit shall become members of the Union and shall pay dues within thirty (30) days of their hiring or transfer, as a condition of their employment.
- 2/1 4.02 The Company shall deduct monthly Union dues from the basic pay of all employees in the bargaining unit with the deductions being made in the second pay period of each month.
- 4.03 Regular monthly Union dues are those determined by each Local as the monthly dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.
- 4.04 The amount of regular monthly Union dues shall be such amount as may from time to time be certified to the Company for each Local by the Secretary-Treasurer of the National Union.
- 4.05 Within fifteen (15) days following the end of each month, the Company will remit to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, by cheque; the amount so deducted. In addition, the Company will provide a list showing the amounts deducted from each employee, by Local. It is the responsibility of the Union to notify the Company of the Local to which each employee pays its dues.

### General

- 4.06 The Company shall cease making such deductions when an employee is assigned to a position not covered by this Agreement with the exception of employees who are assigned to an acting or temporary management position.
- 4.07 It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee or on behalf of any employees, for amounts deducted from wages as provided in this Article.

**ARTICLE 4 - DEDUCTIONS (cont'd)**

Humanity Fund

- 4.08 (a) The Company shall pay on behalf of **all** employees in the bargaining unit, an amount equivalent to one cent per regular hour worked for the purposes of the Humanity Fund.
- (b) This deduction shall be processed on a monthly basis within fifteen (15) days of the end of each month and be remitted to the account of the registered charitable organization designated as the CEP Humanity Fund.

**ARTICLE 5 - UNION OFFICERS**

- 5.01 The Union shall notify the Company in writing of the names of Union Officers and Union Stewards.
- 5.02 (a) There shall be one Union Steward per group of employees from the same Team Territory. The Union shall determine the number of Chief Stewards who may represent several groups of employees. The Company shall **also** recognize any employee elected to the position of Local officer.
- (b) Where a Union Steward is unable to represent the employees in his group, another Union Steward may be substituted in his place and the Company shall be so informed.
- 5.03 The Company agrees that permission for representatives of the National Union to enter the Company's premises will not be unreasonably withheld,

**Leave of Absence Without Pay**

635/3

- 5.04 The Company shall grant an authorized leave of absence of between three months and one year, ~~without pay~~, to an employee requesting such leave to assume full-time employment with the National Union.
- 5.05 (a) Such leave of absence shall be renewed by the Company at the request of the National Union.
- (b) An employee on such a leave of absence **shall** continue to accumulate net credited service to a maximum of three years.

**ARTICLE 5 - UNION OFFICERS (cont'd)**

- (c) The employee who is granted such a leave of absence shall notify the Company of **his** intention to continue to participate in the benefit plans offered by the Company and if so, shall reimburse the contributions or premiums paid by the Company.

Representatives (various functions)

- 5.06 As of January 1, 1997, the Union shall select one (1) employee from the bargaining unit, who will maintain the current rates of pay, and enjoy the same benefits of employment as he would, within their regular assigned duties. He shall have full recall rights to the job he left.

The Union and the Company shall determine the responsibilities and tasks of the representatives.

**ARTICLE 6 - TIME OFF FOR UNION BUSINESS**

**Grievances**

- 6.01 (a) An employee having a grievance or complaint or a potential grievance or complaint may confer with his Union Steward or with Management during his ~~scheduled~~ working hours without deduction of their time so occupied in the computation of the time worked for the Company, and without deduction of wages.
- (b) Union Stewards and Chief Stewards may handle grievances or attend meetings with Company representatives, during their scheduled working hours without deduction of the time so occupied in the computation of the time worked for the Company, and without any deduction of wages.



**ARTICLE 6 - TIME OFF FOR UNION BUSINESS (cont'd)**

Other Union Business

- 634/3
- 6.02 (a) A Union Steward, a Chief Steward or a Local Officer may take part in other Union business without deduction of the time so occupied in the computation of time worked for the Company. Such time off shall not be paid; however,
- (b) The Company shall pay the Union Steward, Chief Steward or Local Officer, on behalf of the Union, at his basic rate of pay for all time off to attend to other Union business. Any amount so paid including wage contributions payable by the employer shall be billed monthly to the National Union by the Company with an accompanying statement of account and the Union shall remit that amount to the Company within 30 days of receipt of the bill.
- 6.03 The employee, Union Steward, Chief Steward or Local Officer must arrange with his Group Leader, subject to service requirements, for all time off the job required.
- 6.04 The time requested pursuant to this Article shall be made on a form provided by the Company. This form will be used to prepare the statement of account which shall be remitted to the National Union.

**ARTICLE 7 - STRIKE AND LOCKOUT**

- 7.01 During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slow-down, strike or any other stoppage of or interference with work, which would cause any interruption of work.

**ARTICLE 8 - DEFINITIONS**

**Regular Full-Time Employee**

- 34/4000 8.01 "Regular full-time employee" means a person who works forty (40) hours per week.

**ARTICLE 8' - DEFINITIONS (cont'd)**

Regular Part-Time Employee

- 77/A,K 8.02 "Regular part-time employee" means a person who works twenty-four (24) hours per week. However, these employees may work more hours per week, at the Company's request, up to forty (40) hours per week.

Temporary Employee

- 8.03 "Temporary employee" means a person hired as a "technician" or "cable puller" on call, according to the Company's needs.

Probationary Period

- 8/1090 8.04 The probationary period for a new employee is three (3) months from the date of hire. During this period, an employee may be laid off for any reason, at the sole discretion of the Company.

The probationary period shall not apply to Bell Canada technicians hired before December 31, 1997 and who were employed by Bell Canada between October 1, 1995 and December 31, 1997.

Team Territory

- 8.05 "Team Territory" means the grouping of town described in Appendix "B". If the Company creates or merges a Team(s) Territory(ies), it must notify the Union.

Service Territory

- 8.06 "Service Territory" means the grouping of town: described in Appendix "C".

**ARTICLE 9 - SENIORITY**

- 9.01 Seniority is equal to the length of continuous service accumulated from the date of hiring.

**ARTICLE 9 - SENIORITY (cond't)**

9.02 Any technician hired before December 31, 1997 and who was employed by Bell Canada between October 1, 1995 and December 31, 1997, shall retain his seniority accumulated with his former employer. This seniority shall be added to the seniority accumulated since his hiring date. However, this provision shall apply only to:

choice of hours and days of work (in accordance with Article 16);  
determine the right to and choice of vacations;  
in the case of transfers.

Seniority List by Team Territory

9.03 The Company agrees to establish and post on the bulletin boards, in February and in August, the employees' seniority lists by Team Territory.

The Union Steward shall receive a copy of these lists.

Notice to the Union

9.04 The Company agrees to notify the Union Steward in writing of any hiring, reclassification, permanent transfer, temporary transfer of more than thirty (30) days or of a promotion to a management position. The Company further agrees to notify the Union Steward of any retirement, resignation, the death of an employee, or of any authorized leave of absence of more than thirty (30) days.

Return to the Bargaining Unit

9.05 The employee who takes a job within the Company, but outside the bargaining unit, may return to his unit within twelve (12) months of his assignment. During this period the employee shall continue to accumulate service credits within the bargaining unit.

## ARTICLE 10 - FORCE ADJUSTMENT

- 10.01 Where any condition arises which reduces the workload to the extent that, in the Company's opinion, force adjustment is warranted, the Company and the Union shall endeavour to reach an agreement as to whether a plan of part-timing, layoffs or a combination of the two shall be put into effect.
- 10.02 Where the parties are unable to reach an agreement as to a plan to avoid layoffs within a period of twenty (20) working days after the matter has been submitted to the Union, the Company may proceed on a plan of layoffs to the extent that it deems necessary.
- 10.03 It is, however, expressly understood that if the Company adopts a layoff plan at the expiration of the twenty (20) working day period, negotiations aimed at coming to an agreement relating to a force adjustment plan shall be resumed at the request of either party. Similarly, after agreement has been reached as to a plan of force adjustment, either party may resume negotiations at any time in an effort to bring changes to the plan which had been adopted.

### **Force Adjustment Seniority**

- 10.04 Seniority for the purpose of designating surplus employees, bumping, lay-offs and recall is equal to the length of continuous service accumulated from the date of hiring.

However, all Bell Canada Technicians hired by Entourage between February 12, 1996 and May 31, 1996 will retain their Bell service credits for the purpose of designating surplus employees, bumping, lay-offs and recall.

- 10.05 Should the need to reduce the number of employees arise, the Company shall proceed in the following order :
- a) the Company shall cease employing all temporary employees within a Team Territory;
  - 27/c b) the full-time or part-time employee having the least seniority within the Team Territory shall be designated as surplus employee;

ARTICLE 10 - FORCE ADJUSTMENT (cond't)

Bumping

10.06 The employee who is designated as surplus employee in his Team Territory may:

- 27/E
- a) bump, ~~according to his choice~~ <sup>CA :-</sup> according to his choice, the full-time or part-time employee having ~~less~~ seniority within his Service Territory provided that the employees with more seniority are competent to do the remaining work;
- b) or be laid off.

10.07 a) the employee who has been bumped in accordance with the provisions of Article 10.06, a) may, in his turn and according to his ~~choice~~ <sup>bump</sup> bump the full-time or part-time employee having less seniority within his Service Territory provided that the employees with more seniority **are** competent to do the remaining work;

- b) or be laid off.

Seniority List by **Service Territory**

10.08 In the event of layoff, the Company shall remit to the Union, within five (5) working days, a revised seniority list for each Service Territory where lay-offs were made.

Layoff Notice (less than **13** weeks)

10.09 (a) An employee who is laid off for a period of ~~less~~ than thirteen (**13**) weeks **shall** receive a written layoff notice of two **weeks**. If the Company does not give the required notice, it shall pay the ~~employee~~ a compensation equal to **his** regular wages, not counting overtime, for a period equal to the time limit or the time left from the time limit to which he was entitled.

**ARTICLE 10 - FORCE ADJUSTMENT (cond't)**

Layoff Notice (13 weeks or more)

- 28/999 (b) An employee who is laid off for a thirteen (13) week period or more shall receive a written layoff notice according to Section 57 of the Employment Standard Act. ✓

The Union shall receive a copy of the layoff notice. If the Company does not give the required notice or gives a notice without a sufficient time limit, it shall have to pay the employee a compensation equal to his regular wages, not counting overtime, for a period equal to the time limit or the time left from the time limit to which he was entitled.

Availability of hours of **work**

- 10.10 The Company shall give a laid off employee the possibility to work all available hours within his Team Territory before hiring a temporary employee. In this case, the employee is considered a temporary employee for benefit purposes.

Recall Procedure

- 10.11 (a) Laid off employees shall be listed on a recall list and shall remain on the list for a period of three (3) years from the date of their last layoff.  
29/36
- (b) The recall list shall be established and maintained in seniority order by Service Territory.
- 27/D (c) Recall of employees shall be made on a seniority basis within the Service Territory. The recalled employee must be qualified to perform the work available.
- (d) The Company shall send a recall notice, by registered mail, to the employee's last known address. The Company **may** recall employees by telephone in the presence of a Union representative before sending the recall notice.
- (e) The date of the recall notice shall be the date of mailing of a registered letter to the employee's last address of record with the Company.

**ARTICLE 10 - FORCE ADJUSTMENT (cond't)**

- (f) It is the responsibility of the laid off employee who Wishes to be recalled to keep the Company informed of his last address and telephone number.
- (g) The employee shall notify the Company within ten (10) working days of the date of any recall proposal as to his acceptance.

**ARTICLE 11 - HEALTH AND SAFETY**

- 11.01 Both parties recognize the need to ensure the safety and protect the health of all employees.
- 64/1 11.02 An employee may refuse to work if he deems such work may be dangerous to himself or others.
- 11.03 The Company shall supply at its expense any equipment or safety clothing which it requires the employees to wear or use.
- Health and Safety Committee
- 66/4 11.04 There shall be local committees responsible for the health and safety at work of employees. These committees shall be composed, in equal numbers, of employees and representatives from the Company.
- The Company and the Union shall establish the number and structure of these committees during the first year of the Collective Agreement. The Health and Safety Committees are ruled in conformity with the Act respecting Occupational Health and Safety and its regulations.
- 65/1 11.05 Whenever an official investigation is held following a work accident, the Union representative shall attend this investigation meeting and the hearing of witnesses.

**ARTICLE 12 - DISCIPLINARY OR NON-DISCIPLINARY ACTION**

- 12.01 Where disciplinary or non-disciplinary action is taken, the Company may, for just cause, give a written warning, a written reprimand, suspend, demote or dismiss the employee.
- 12.02 The Union Steward shall be present when disciplinary or non-disciplinary action is taken or handed out. However, the employee may refuse to be accompanied by his Union Steward at the meeting preceding the handing out of the disciplinary or non-disciplinary action.
- 12.03 The Company shall notify immediately, in writing, the employee and his Steward of the imposition of any disciplinary or non-disciplinary action taken against him and give the specific reasons for such action.
- 9/1 12.04 All disciplinary and non-disciplinary actions taken, form the disciplinary record of that employee and any action dating more than eighteen (18) months shall be removed from his disciplinary record.



**ARTICLE 12 - DISCIPLINARY OR NON-DISCIPLINARY ACTION (cont'd)**

- 12.05 An employee is entitled to consult his disciplinary record on request. He may, in this instance, be accompanied by his Union Steward. A Union Steward may consult the disciplinary record of any employee who submits a grievance.

**ARTICLE 13 - GRIEVANCES**

DEFINITIONS

Grievances

- 13.01 «Grievance» shall mean a statement that is submitted in accordance with the applicable procedure contained in this Article and which sets out any difference relating to the interpretation, application, administration or alleged violation of any provision in this Agreement.

**Day**

For purposes of this Article, «working day» shall mean any day of the week excluding Saturdays, Sundays and statutory holidays described in this Agreement.

**Grievor**

«Grievor» means the employee concerned, a group of employees, a Union Local or the National Union.

GRIEVANCE PROCEDURE

**Step 1**

- 13.02 A grievance shall be submitted within fifteen (15) working days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance,

to the Group Leader by:

- 1) the Union Steward and the employee in the case, or the Union Steward alone.

**ARTICLE 13 - GRIEVANCES (cont'd)**

- 2) The Group Leader, receiving a grievance submitted in accordance with the above, **shall** acknowledge its receipt **by** signing the grievance form and recording the date the grievance was submitted.

13.03 The Group Leader shall convene a **meeting** and render his decision orally within five (5) working days of receipt of the grievance. He shall sign and date the grievance form.

**Step 2**

13.04 Where the grievance has not been settled at Step 1, it may be submitted to the Regional Manager by the Union Steward or the Chief Steward within ten (10) working days of the disposition of the **matter** at Step 1.

13.05 The Regional Manager shall meet with the Chief Steward, the Union Steward and the **grievor**, and shall render his decision **within ten (10)** working days of being advised of the grievance. He shall **also** enter a written statement of position on the grievance form.

National Union Grievances

- 13.06
- (a) The National Union may submit grievances which are general in nature and for which a general remedy is sought.
  - (b) Such a grievance shall be Submitted to the Vice-president and General Manager by a National Union representative or Officer within fifteen (15) working days from the time the National Union knew or reasonably ought to have known of such event.
  - (c) The Vice-president and General Manager shall meet 'with the National Union representatives or Officers and render his decision, in writing, within ten (10) working days of being advised of the grievance submission. The Vice-president Human Ressources or another member of management named by him may attend the meeting.
  - (d) This procedure shall not be used for processing individual grievances.

## ARTICLE 13 - GRIEVANCES (cont'd)

### Time Limits

- 13.07 Any grievance not submitted within the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or re-opened. If the Company fails to respond or if a grievance is not settled at Steps 1 or 2 within the prescribed time limits, the grievor may proceed immediately to the next Step.
- 13.08 The time limits may not be extended except by written consent of the two parties.

### General

- 13.09 The grievance shall be submitted in writing and shall include:
- a) the grievor's name and occupation
  - b) the date of the event giving rise to the grievance
  - c) the nature of the grievance
  - d) the settlement sought
  - e) the Article(s) alleged to have been violated
- 13.10 Any grievance settlement shall give rise to a written agreement signed by the parties, such an agreement being an individual case which cannot be used as a precedent by either of the parties.
- 13.11
- a) A National Union representative may participate in Step 2 of a grievance.
  - b) The Regional Director may ask another manager to participate in Step 2.
- 13.12 Where a grievance is not settled, it may be referred to an Arbitration Board.

## **ARTICLE 14 - ARBITRATION**

- 14.01 Where the Union wishes to submit a grievance to arbitration, it shall advise the Company in writing within twenty (20) working days of the date the Step 2 decision or Vice-President and General Manager decision in the case of National Union grievance was or should have been rendered.
- 14.02 The notice shall suggest the name of three persons it is prepared to accept to act as single Arbitrator. The Company then has a time limit of twenty (20) working days to decide with the Union on the choice of an Arbitrator.
- 14.03 Where the parties fail to come to an agreement on the choice of an Arbitrator, either party may apply to the Minister of Labour to appoint an Arbitrator.
- 14.04 The decision of the Arbitrator is without appeal and shall be binding on the parties. The decision shall be governed by the provisions of **this** Agreement and the Arbitrator has no jurisdiction to modify, strike out or add to the Agreement.
- 14.05 Costs related to arbitration shall be paid by the Company and the Union in equal parts.

**ARTICLE 15 - REMUNERATION**

SDA/1

Wages

- 15.01 The basic hourly wages rate are specified in Appendix "A".
- 15.02 The time interval between each step of the wage schedule and progression from one step to the next is specified in Appendix "A"
- 15.03 The occupation titles of all employees are "technician" or "c'ablepulle"
- 50/D 15.04 A ~~profit-sharing~~ program shall be established jointly by the Company and the Union as soon as possible during the first year of the Collective Agreement.
- 15.05 The Company and the Union will jointly defined the applicable rules of Sales Commission Programm that could be negotiated by the Company during the term of the collective agreement.

**Pay Days**

- 15.06 The pay period shall be two weeks, and ending Saturday. An employ shall be paid on the second Wednesday following the pay period. The pay shall include remuneration for overtime work and other additic within the pay period. Pay will be adjusted for unpaid absences whi occurred during such pay period.

## ARTICLE 16 - HOURS OF WORK

### Definitions

- 16.01 "Basic hours of work" means the number of hours of work per day and per week as established by this Article.

### Hours of Work - May 1st to September 30

#### Full-Time Employees

- 16.02 The basic hours of work per day for a full-time employee shall be eight (8) hours.
- 16.03 The basic hours of work per week for a full-time employee shall be forty (40) hours on the basis of a five day week. However, the basic hours of work may be averaged over a two week period on the basis of ten days totalling 80 hours.

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### Hours of Work - October 1st to April 30

#### Full-Time Employees

- 16.04 (a) The Company may reduce the hours of work to 36 hours per week in a given Team Territory.
- (b) The Company shall always give a seven (7) day notice before reducing the hours of work to 36 hours per week. The Company shall give a seven (7) day notice whenever it intends to return to the normal work week. However, if the Team agree the Company may return to the normal work week without the seven (7) day notice.
- (c) Where the Company decides to reduce or go back to normal hours of work, it shall do so for a period of four (4) weeks.
- (d) Where the Company decides to reduce the hours of work of full time employees, it shall automatically reduce the hours of work of part-time employees.

**ARTICLE 16 - HOURS OF WORK (cond't)**

16.05 An employee may choose his hours of work among the following schedules:

- a) 4 days of 9 hours per week
- b) 9 days of 8 hours per 2 week period
- c) 4 days of 8 hours per week
- d) 8 days of 8 hours per 2 week period

An employee may also choose another option following an agreement with his Group Leader.

**Hours of Work - May 1st to September 30**

**Part-Time Employees**

16.06 The basic hours of work per day for a part-time employee shall be eight (8) hours.

16.07 The basic hours of work per week for a part-time employee shall be twenty-four (24) hours. However, these employees may work more hours per week, at the Company's request, up to forty (40) hours per week. Such hours shall be paid at the basic hourly rate.

**Hours of Work - October 1st to April 30**

**Part-Time Employee**

- 16.08
- (a) The Company may reduce the hours of work to sixteen (16) hours per week in a given Team Territory. However these employees **may** work more hours per week, at the Company's request, up to a maximum of **36** hours per week totalling the maximum number of hours worked by a full-time employee during a reduced period. These hours shall be paid at the normal rate of pay.
  - (b) The Company shall always give a seven (7) day notice before reducing the hours of work to **16** hours per week. However, if the team agree the Company may return to the normal work week (24 hours) without the seven (7) day notice.

**ARTICLE 16 - HOURS OF WORK (cond't)**

Temporary Employees

- 16.09 The Company shall determine the hours of work per day and days per week for all temporary employees.
- 16.10 A temporary employee called to work shall be paid a minimum of eight (8) hours.
- 16.11 A temporary employee shall not accumulate service credits in the Company.

Arrangement and Assignment of hours of work

- 16.12 The arrangement of hours for all tours of duty shall be established by the Company in accordance with the following work schedules:

from 7:00 A.M. to 4:00 P.M.  
from 7:30 A.M. to 4:30 P.M.  
from 8:00 A.M. to 5:00 P.M.  
from 8:30 A.M. to 5:30 P.M.  
from 9:00 A.M. to 6:00 P.M.  
from 9:30 A.M. to 6:30 P.M.  
from 10:00 A.M. to 7:00 P.M.



With a meal period of one (1) hour

from 12:00 A.M. to 8:00 P.M.  
from 1:00 P.M. to 9:00 P.M.



with a meal period of twenty (20) minutes

- 16.13 The hours of work may be assigned to the tour of duty on any day of the week according to the requirements of the job.
- 16.14 The choice of hours of work and days of work shall be established by the Team, according to the requirements of the job. If the Team is unable to come to an agreement, seniority shall apply according to the requirements of the job.
- 16.15 The Company shall give a seven (7) day notice before any change in the work schedule.
- 16.16 a) Where an employee does his normal tour of duty spread over a two (2) week (80 hours) period, his rest day shall be consecutive to another rest day.



**ARTICLE 16 - HOURS OF WORK (cond't)**

- b) Where an employee works four (4) days per week of nine (9) hours per day, the additional rest day shall be scheduled on a rotation basis from Monday to Friday during the following weeks.

16.17 No employee shall be scheduled on two consecutive weekends (Saturday and Sunday). Moreover, if an employee is scheduled on a Saturday or a Sunday in the same week, he shall not be scheduled on a tour of duty on the next weekend (Saturday and Sunday).

16.18 No employee shall be scheduled for more than twelve (12) consecutive days against his will.

**Meal Period**

16.19 a) The meal period shall be of one (1) hour.

- b) During the afternoon and evening tours (12:00 Noon to 8:00 P.M. and 1:00 P.M. to 9:00 P.M.), a meal period of twenty (20) minutes shall be considered as part of the day's normal working hours.

**Relief Period**

16.20 An employee shall be granted a relief period in each of his half tours.

**ARTICLE 17 - OVERTIME**

17.01 «Overtime» means the hours worked by an employee in addition to his scheduled tour of duty.

- a) in addition to eight (8) hours per day or to nine (9) hours per day in periods of reduction: or
- b) in addition to forty (40) hours per week.

17.02 Subject to the provisions of Article 17.04, all overtime hours shall be worked on a voluntary basis and pay at his normal hourly rate multiplied by one and one half times the overtime hours worked.

17.03 Where it is urgent to restore service for customers or where other circumstances endanger the safety of customers or the public, the Company may require an employee to work overtime. The Company will give first consideration to the most senior employee who will volunteer

**ARTICLE 17 - OVERTIME (cond't)**

in the town or the Team Territory. In the event that there ~~is~~ no volunteer, the Company shall choose the employee with less seniority in the town or the Team Territory,

**Overtime - May 1st to September 30**

Full-Time and Part-Time Employees

- 40/1
- 17.04 The Company may require the employee to take compensating time off for the hours worked in addition to his normal working hours per day or of his normal working hours per week up to a maximum of eight (8) hours of compensating time off per week and up to a maximum of ninety-six (96) hours of compensating time off for the period of May to September. (Ref. <sup>1</sup>)
- 17.05 Such hours shall accumulate in a compensating time off bank. The number of hours which may be accumulated in the compensating time off bank shall be a maximum of ninety-six (96) hours at any one time. (Ref. 1).
- 17.06 Within a reference period in accordance with legal requirements, such hours shall accumulate at the rate of one (1) hour of compensating time off for one (1) hour of overtime worked. (Ref. 1).

**Overtime - October 1st to April 30**

Full-Time and Part-Time employees

- 17.07 As of October 1, 1996, an employee who works overtime hours between the months of October and April shall have two options:
- i. be paid at his normal hourly rate of pay multiplied by one and one half times the overtime hours worked: or
  - ii. accumulate in his compensating time off bank one hour and one half for each overtime hour worked, subject to the maximum of 96 hours as stipulated in Section 17.05.
- 17.08 As of October 1, 1996, an employee shall use all his compensating time off accumulated in his bank between October 1 and the end of April.

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<sup>1</sup> Reference: Exceptionally, for the months of February, March and April 1996, Articles 17.04, 17.05 and 17.06 shall apply.

**ARTICLE 17 - OVERTIME (cond't)**

**Call-out**

17.09 Where there is a call-out, the Company shall first contact the employees listed on a voluntary call-out list by Town and Team Territory. The Company shall contact the employees by order of seniority and on a rotating basis, who are qualified to do the work.

17.10 Notwithstanding the compensating time off provisions of this Article, an employee who has been called out shall be paid one and one half times his normal hourly rate for all overtime hours worked.

48/D 17.11 An employee called out shall receive a minimum of four (4) hours pay.

**ARTICLE 18 - STATUTORY HOLIDAYS**

18.01 The following days shall **be** recognized as statutory **paid** holidays:

53/090

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Civic Holiday
6. Labour Day
7. Thanksgiving Day
8. Christmas Day
9. **Boxing Day**

18.02 Where a paid statutory holiday falls on a Sunday it ~~is~~ observed on the following day.

18.03 Where a paid statutory holiday falls on a day from Monday to Saturday inclusively, it is included in the weekly schedule of all employees for that week.

18.04 Notwithstanding the provisions under section 18.03, the observance ~~of~~ Boxing Day shall be the following:

- a) where Boxing Day falls on a Monday, it is observed on the following day;
- b) where Boxing Day falls on a day from Tuesday to Saturday inclusive, it shall be included in the weekly schedule of **all** employees for that week.

Payment of a Paid Statutory **Holiday**

Full-Time Employee

18.05 Where **a** full-time employee is not required to work on a paid statutory holiday included in his weekly schedule, the said holiday shall be paid at the basic rate ~~of~~ **pay** for that **day**.

**ARTICLE 18 - STATUTORY HOLIDAYS (cond't)**

Part-Time Employee

18.06 <sup>77/c</sup> Where a part-time employee is not required to work on a paid statutory holiday included in his weekly schedule, he shall be paid for that day (8 hours) at the rate of 10% of his earnings, excluding overtime, for the pay period immediately preceding the holiday, not to exceed his daily basic rate of pay.

18.07 The calculation of the 10% for a part-time employee who is absent from work for just cause during the period immediately preceding the statutory holiday shall be made on the basis of a normal pay period: (2 weeks X 24 hrs. = 48 hours or 2 weeks X 16 hrs. = 32 hours in periods of reduction).

Payment for Work on a Holiday included in the Weekly Schedule

Full-Time Employee

18.08 **Where** a full-time employee is required to work on a paid holiday which is included in his weekly schedule, he shall be paid his basic rate of pay for that day, or if the **employee** works his normal hours for that day, a holiday with pay shall be granted to him at a time convenient to the employee and the Company. This holiday must be granted to the employee within 12 months of the actual holiday. in addition, he shall be paid overtime in accordance with the provisions under Article 17.

Part-Time Employee

18.09 Where a part-time employee is required to work on a paid holiday which is included in his weekly schedule, he shall be paid for that day (8 hours) at the rate of 10% of his earnings, excluding overtime for the period immediately preceding the holiday not to exceed his basic daily rate of pay. In addition, he shall be paid in accordance with the overtime pay provisions under Article 17.

Full-Time and Part-Time **Employee**

18.10 The statutory paid holiday shall not be paid to an employee who is absent and who receives any other remuneration in accordance with the **Collective** Agreement or a **compensation** provided for by the **Law**.

**ARTICLE 19 - ANNUAL VACATIONS**

For the First Year of the Collective Agreement

19.01 **All employees** shall be entitled to two (2) weeks of vacation without pay. This vacation may be taken up until January 31, 1997.

Vacation selection shall be made on the basis of seniority in accordance with the provisions under Article 9, within a Team Territory.

For the Second Year of the Collective Agreement

19.02 The reference year for vacation purposes shall be from February 1 to January 31.

19.03 Vacation selection and the number of weeks to which an employee is entitled shall be made on a seniority basis in accordance with the provisions of Article 9, within a Team Territory.

19.04 The Company shall prepare each year the vacation schedule in the month of November, for the vacations of the following year. The Company shall post the vacation schedule at the latest on December 1.

19.05 The employee is entitled to paid vacations in accordance with the table below, in the year in which he will have completed the required number of years of service. The same entitlement applies to each subsequent year until a higher entitlement level is reached as indicated in the following table:

54/

01 - 02

10 - 03

SENIORITY	VACATION WEEKS
1 to 9 years	2 weeks
10 years and over	3 weeks

**Remuneration for Paid Holidays - October to April**

**Full-Time Employee**

19.06 A full-time employee who selects his vacation during the October to April period shall be paid forty (40) hours per vacation week even if his working hours are reduced.

ARTICLE 19 - ANNUAL VACATIONS (cond't)

Part-Time.Employee

- 77/b
- 19.07 A part-time employee who selects his vacation during the October to April period, shall be paid twenty-four (24) hours per vacation week even if his working hours are reduced.
- 19.07 The Company cannot block-out the taking of any vacation week during the reference year.
- 19.08 At any time 20% (rounded up to the first decimal) of employees of a Team Territory shall be entitled to take their vacations at the same time provided the remaining employees are capable of carrying out the work.
- However, the result of the calculation must not exceed 25% (minimum one employee) of the employees of a Team Territory who are on vacation at the same time.
- 19.09 All vacation weeks shall be scheduled and taken in the reference year.
- 19.10 Where a paid holiday falls during the annual vacations, the employee shall be entitled to an additional day off with pay determined by the employee. If the paid holiday is not taken within 12 months of the said holiday, he shall be granted holiday pay.
- 19.11 Where an employee is transferred after selecting his vacation, he may retain his choice.
- 19.12 Where an employee is taken ill or is the victim of an accident before leaving work on the last day of work preceding his vacation, and is unable to take his vacation, the Company must, if the employee so requests, reschedule his vacation at a later date at his convenience. The employee's vacation selection is subject to the disposition of **section 19.08.**

**ARTICLE 20 - TRANSFERS**

96-16-03 PA  
12/2

Permanent Transfer Procedure

- 20.01 a) Once a year, during April, the employees may put their names on the transfer list by a written notice to their Group Leader.
- b) The employees shall identify for their Group Leader two (2) Team Territories where they would like to be transferred.
- c) A copy of these updated lists shall be provided to the Union.. Steward.
- 27/B d) Where the Company has a vacant position in a Team Territory, it shall give priority to the employee with most seniority on the transfer list for this Team Territory.
- e) Transfer costs are borne by the employee.
- 20.02 A part-time employee listed on a transfer list shall have priority on any full-time vacant job within his Service Territory.

Temporary Transfer

- 20.03 In the case of a temporary transfer, the Work Team shall agree on the choice of volunteers. If the Team cannot reach an agreement, the Company shall transfer an employee qualified to do the job having the least seniority within the Team.

**ARTICLE 21 - TRANSPORTATION ALLOWANCE AND LIVING EXPENSES**

- 21.01 Where the Company transfers an employee, and the employee spends the night out of town, the Company shall pay his living and transportation expenses on presentation of receipts.



**ARTICLE 22 - SICKNESS ABSENCES AND BENEFITS**

**Absences Due To Sickness**

**22.01** An employee who is absent due to sickness without being hospitalized shall be paid by the Company in the following manner:

- \* 66.67% of his basic pay for the first three (3) scheduled working days of his absence:
- \* 80% of his basic pay for the remaining scheduled working days or until his absence reaches seven (7) calendar days;
- \* on the 8th calendar day of absence, the employee shall be paid in accordance with the Benefits Plan.

**22.02** An employee who is absent from work for part of his scheduled day, because of sickness shall be paid as follows :

- a) if he has worked more than half his day, he shall be paid at his regular hourly rate for the full day.
- b) i. if he has worked less than half his day, he shall be paid at his regular hourly rate for his half day; and
- ii. he shall be paid 66 2/3 % of his regular hourly rate for the remainder of the day, This half day is considered as his first day of absence.

**Benefits**

**22.03** All regular full-time and regular part-time employees shall be entitled to the following benefits:

74/9999998 , 70B/999  
75/9999998 , 70D/999  
76/6 , 70K/999  
71/9 , 70E/999

- the Pension Plan
- the Disability Benefit Plan
- the Long Term Disability Income Plan
- the Medical Expenses Reimbursement Plan
- the Dental Expenses Reimbursement Plan

**22.04** The Company shall maintain for the duration of the Collective Agreement, all Benefit Plans offered to the employees.

**22.05** For the duration of the Collective Agreement, the Plans determined in Article 22.03 shall not be modified without the consent of the Union.

**ARTICLE 22 - SICKNESS ABSENCES AND BENEFITS (cond't)**

22.06 Notwithstanding Articles 22.03 and 22.04, if laws or regulations should have an effect on one of the Plans, the Company shall adjust the Plan according to the law or regulation.

However, such adjustments shall not reduce the overall level of the benefits.

22.07 A copy of the benefits booklets shall be given to each employee.

**ARTICLE 23 - TOOLS**

**Tools**

23.01 The Company shall decide what tools are required for the job and make them available and replace them as, in its judgment, they become obsolete or worn out.

**ARTICLE 24 - COLLECTIVE AGREEMENT**

24.01 The Company agrees to supply each. employee with a copy of this Collective Agreement.

**ARTICLE 25 - BULLETIN BOARDS**

25.01 The Company agrees to supply and install bulletin boards in all its establishments for use by the Union for posting notices with **respect** to Union affairs.

**ARTICLE 26 - JURY OR WITNESS DUTY**

638c/1

26.01 An employee who has been exempted from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena shall be granted pay at his basic hourly rate.

26.02 An employee shall report for regular duties when temporarily or finally. excused from such duties before the Court.

**ARTICLE 26 - JURY OR WITNESS DUTY (cond't)**

26.03 Where, before leaving work on the day preceding his vacation, an employee is called upon in proper and due form to attend jury duty and the time stipulated for attendance at Court falls within the time schedule for the employee's vacation, the Company shall, if the employee so requests, re-schedule his vacation at a later date at the employee's convenience, The employee's vacation selection is subject to the disposition of section 19.08.

**ARTICLE 27 - BEREAVEMENT LEAVE**

63A/1  
27.01 An employee shall be granted, in the event of the death of his spouse, common-law spouse, son or daughter, bereavement leave with pay from any of his scheduled tours of duty that occur during the five (5) working days immediately following the day of the death.

27.02 An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, grandchild, bereavement leave with pay from his scheduled tours of duty for the three (3) calendar days immediately following the day of the death.

27.03 Where it is necessary for the employee to leave the city in which he works, and travels more than 200 KM, the Company may add one working day to the bereavement leave provided for in sections 27.01 and 27.02.

27.04 In the event of the death of his grandparent, an employee shall be granted one day bereavement leave with pay, from a scheduled tour of duty. This day shall be taken between the death and the funeral or the cremation.

**ARTICLE 28 - MATERNITY LEAVE**

58A/017  
B/018  
28.01 Maternity leave provisions shall be those which are stipulated under the Ontario Labour Standards.


**ARTICLE 29 - JOB ADAPTATION**

- 29.01            The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.
- 12/9

**ARTICLE 30 - BARGAINING PROCEDURE'**

- 63 D/1 30.01            Two (2) bargaining agents, authorized by the Union shall be granted time for negotiation purposes, such time not to be deducted from the calculation of the time worked for the Company and without loss of pay.
- 30.02            Six (6) representatives including the bargaining agents may attend the Bargaining Caucus for a period not exceeding four (4) days without any deduction of the time thus spent from the time worked for the Company and without any wage loss provided, however, that the names of the participants have been supplied to the Company two weeks prior to the meeting.
- 30.03            All negotiations with the purpose of concluding a Collective Agreement or bringing about changes or modifications to this Agreement shall be conducted between authorized Union bargaining agents on the one part and the designated Company representatives on the other part.
- 30.04            The Collective Agreement cannot be deemed valid unless it is signed by the bargaining agents authorized by the Union on the one part and by the Company on the other part.
- 30.05            Should the parties consider that simultaneous translation is necessary, the Company and the Union agree to bear, on an equal share basis, the simultaneous translation expenses during consultative and bargaining meetings.

**ARTICLE 31 - DURATION**

- 31.01            ~~This Agreement becomes effective on the date of its signature except as otherwise provided and shall remain valid until January 31, 1998~~   
inclusively. Notwithstanding the preceding provisions, the working conditions determined in this Collective Agreement shall remain valid until either party exercises its right to strike or to lock-out.

**ARTICLE 31 - DURATION (cond't)**

- 31.02 Either party to this Agreement may, by written notice given to the other party at least 90 days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising **this** Agreement or entering into a new Agreement.
- 31.03 The Union shall consider the negotiation notice as valid if it is addressed to the **Communications, Energy and Paperworkers Union of Canada**, in Ontario: 701 Evans Avenue, Suite 200, Etobicoke (Ontario) M9C 1A3. For its part, the Company shall consider the negotiating notice as valid if it is addressed to Entourage Technology Solutions, 1111, St-Charles Blvd West, Suite 1250, Longueuil (Québec) J4K 5G4.

**IN WITNESS WHEREOF**, the parties have signed the present Agreement through their duly **authorized bargaining agents**, **this 3rd day of June 1996**.

**Communications, Energy  
and Paperworkers Union  
of Canada  
(CEP)**

**Entourage Technology Solutions**

\_\_\_\_\_  
**Bill Burns, National Representative**

\_\_\_\_\_  
**Christian Tremblay, Human Resources  
Vice-president**

\_\_\_\_\_  
**Michel Duguay, NATIONAL REPRESENTATIVE**

\_\_\_\_\_  
**Gilbert Lapierre, Regional Manager**

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30.05.96**

**APPENDIX «A»**

SDA/11

**WAGE SCHEDULE**

For ((technician)) hired as regular full-time or regular part-time,

<b>TECHNICIAN</b>						
	BEGIN	12 m.	18 m.	24 m.	30 m.	36 m.
<b>STEP</b>	1	2	3	4	5	6
<b>HOURLY RATE</b>	12.00	13.00	14.00	15.00	16.00	17.00

1. An employee hired as a regular full-time technician will automatically progress from one step to another as per the above wage schedule.
2. An employee hired as a regular part-time technician will automatically progress from one step to another as per the above wage schedule.

=====

For «technician» hired as regular full-time or regular part-time before December 31, 1997 and who were employed by Bell Canada between October 1, 1995 and December 31, 1997

<b>TECHNICIAN</b>	
<b>STEP</b>	6
<b>HOURLY RATE</b>	17.00

=====

For ((technician, hired as temporary.

<b>TECHNICIAN</b>			
	BEGIN	2 080 HOURS	3 120 HOURS
<b>STEP</b>	1	2	3
<b>HOURLY RATE</b>	12,00	13,00	14,00

An employee hired as a temporary technician will progress in wage schedule according to the hours worked. The progression from one step to another will be automatic as per the above wage schedule.

**APPENDIX «A»**

WAGE SCHEDULE «Cable Puller»

For «Cable Puller» hired as regular full-time or regular part-time.

<b>CABLE PULLER</b>									
	Begin	6 m.	12 m.	18 m.	24 m.	30 m.	36 m.	42 m.	48 m.
<b>STEP</b>	1	2	3	4	5	6	7	8	9
<b>HOURLY RATE</b>	11,00	11,50	12,00	12,50	13,00	13,50	14,00	14,50	15,00

1. An employee hired as regular full-time "cable puller" will automatically progress from one step to another every 6 months.
2. An employee hired as regular part-time "cable puller" will progress in the wage schedule according to the hours worked. The progression from one step to another will be automatic after 1040 hours worked.

For «Cable Puller») hired as temporary

<b>CABLE PULLER</b>			
	BEGIN	1 040 HOURS	2080 HOURS
<b>STEP</b>	1	2	3
<b>HOURLY RATE</b>	11,00	11,50	12,00

An employee hired as temporary «cable puller» will progress in the wage schedule according to the hours worked. The progression from one step to another will be automatic as per the above schedule.

# APPENDIX "B"

## TEAM TERRITORIES

Sudbury
Sault Ste-Marie
Elliott Lake
Espanola
North Bay
Parry Sound
Huntsville
Bracebridge
Midland
Orillia
Collingwood
Barrie
Peterborough
Lindsay
Haliburton
Belleville
Madoc
Kingston
Brockville
Cornwall



Hawkesbury
Pembroke
Renfrew
Arnprior
Carleton Place, <i>St. Catharines, Hamilton, Kitchener</i>
Ottawa Metro (1 team territory by Group Leaders)
Smiths Falls
Windsor, Leamington
Chatham, Dutton
Sarnia, Strathroy
London, St. Thomas
Kitchener, Waterloo, Cambridge
Guelph, Orangeville
Owen Sound, Hanover, Walkerton, Mount Forrest
Listowel, Clinto, Stratford, Exeter
Woodstock, Simcoe, Brantford
Toronto (1 team territory by Group Leaders)
905 (East of Yonge Street) (1 team territory by Group Leaders)
905 (West of Yonge Street) (1 team territory by Group Leaders)

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**APPENDIX «C»**

**SERVICE TERRITORIES**

**705**

Sudbury, Sault Ste-Marie,  
,Elliott Lake, Espanola, North Bay,  
Parry Sound, Huntsville,  
Bracebridge, Midland, Orillia,  
Collingwood, Barrie,  
Peterborough, Lindsay, Haliburton

**613**

Belleville, Madoc, Kingston,  
Brockville, Cornwall, Hawkesbury  
Pembroke, Renfrew, Arnprior,  
Carleton Place, Ottawa Metro,  
Smiths Falls

**416**

Toronto (all team territories)

**905 (East of Yonge Street)**

All Team territories

**905 (West of Yonge Street)**

All team territories

**519**

Windsor, Leamington, Chatham,  
Dutton, Sarnia, Strathroy,  
London, St. Thomas, Kitchener,  
Waterloo, Cambridge, Guelph,  
Orangeville, Mount Forrest,  
Owen Sound, Hanover, Walkerton,  
Listowel, Clinton, Exeter,  
Stratford, Woodstock, Simcoe,  
Brantford