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**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN TELEPHONE  
EMPLOYEES' ASSOCIATION**

**AND**

**STENTOR RESOURCE CENTRE INC.**

**CLERICAL AND  
ASSOCIATED EMPLOYEES**

**EFFECTIVE AUGUST 15, 1995**

**MAR 20 1995**

10287(01)



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## COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 15th day of August, 1995  
BETWEEN:

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

OF THE FIRST PART:

- and -

STENTOR RESOURCE CENTRE INC., hereinafter called the "Company",

OF THE SECOND PART.

WHEREAS, by notice dated the 27th day of March, 1995 the Association requested the Company to enter into negotiations with a view to the completion of a collective agreement, replacing the Collective Agreement dated the 1st day of June, 1992:

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

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

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

**ARTICLE 1**  
APPLICATION

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

**ARTICLE 2**  
DISCRIMINATION

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

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

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

**ARTICLE 3**  
DEFINITIONS

**3.01** For purposes of this Agreement,

- (a) "Employee" means a person employed in SRGI, to do work in any of the occupations listed in Appendix A, but does not include a person who:

- (1) is employed in a confidential capacity in matters relating to industrial relations, or
  - (2) is employed as an occasional employee, or
  - (3) exercises management functions.
- (b) "Regular Employee" means an employee whose employment is reasonably expected to continue longer than one (1) year, although such employment may be terminated earlier by action on the part of the Company or the employee.
  - (c) "Regular Term Employee" means an employee engaged for a specific project or a limited period which is expected to continue for more than 12 months but may terminate upon completion of the project or at the end of the period.
  - (d) "Temporary Employee" means an employee who is engaged on the understanding that the period of employment is expected to continue for more than three (3) weeks but not more than two (2) years.
  - (e) "Full-Time Employee" means an employee who is normally required to work the basic hours of work.
  - (f) "Part-Time Employee" means an employee who is normally required to work less than the basic hours of work.
  - (g) "Occasional Employee" means an employee who is engaged on the understanding that the period of employment will not exceed 45 days in a calendar year, of which no more than three (3) weeks may be worked consecutively.
  - (h) "Probationary Employee" means an employee having less than six (6) months of net credited service.

- (i) "Basic Hours of Work" means the basic hours of work per day and the basic days of work per week as provided in Article 24 for full-time employees.
- (j) "Scheduled Work Week" means the scheduled tours of duty comprising the basic hours of work for the week.
- (k) "Tour of duty" means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which she has been advised in advance.
- (l) "Half Tour" means one-half the duration of a tour of duty.
- (m) "Day Period" means the period of time between 6:00 A.M. and 6:00 P.M. on any day.
- (n) "Off-Normal Period" means the period of time between 6:00 P.M. of one day and 6:00 A.M. of the following day.
- (o) "Day Tour" means a tour of duty all of which falls within the Day Period.
- (p) "Off-Normal Tour" means a tour of duty all or a portion of which falls within the Off-Normal Period.
- (q) "Representative" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Association to the Company.
- (r) "Headquarters" means a locality listed in Appendix B in or from which an employee normally works.



**ARTICLE 4**  
DEDUCTION OF REGULAR DUES

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

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

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

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

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

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

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

**ARTICLE 5**  
EMPLOYEE INFORMATION

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

**ARTICLE 6**  
NOTIFICATION TO ASSOCIATION

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

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

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

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

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

**ARTICLE 7**  
EMPLOYEE REPRESENTATIVES

**7.01** The number of Representatives shall not exceed **4**. The Association agrees to notify the Company in writing of the name of each Representative and of the Company operating unit in which she acts as a Representative. A

Representatives shall not act as such during working time until the Company has been notified in writing of her election.

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

## **ARTICLE 8**

### **TIME ALLOWANCE**

**8.01** The Company agrees that:

- (a) An employee who has, or believes she has a grievance may confer with her Representative or with management during her scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided, however, that each employee must arrange with her immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.
- (b) A Representative may discuss a grievance with a grievor or with management, or attend meetings with representatives of the Company on behalf of the Association, during her scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided, however, that the Representative must arrange with immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

**8.02 (a)** A Representative of the Association may attend pre-bargaining meetings held by the Association to prepare for bargaining with the Company, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, up to a maximum of five (5) days from her regularly scheduled tours of duty, provided that the Company is given the name of the Representative at least two (2) weeks before the date the time off is to begin.

(b) It is agreed that the total of all such pre-bargaining time off for all Representatives calculated together shall not exceed 20 days.

**8.03** An authorized bargaining Representative of the Association may have time off from work during her scheduled working hours for purposes of bargaining, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided that such time is actually devoted to collective bargaining with management, but only until the expiry date of this Collective Agreement.

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

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

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

## **ARTICLE 9**

### **MEETINGS**

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

**9.02** At such meetings, the number of persons shall not exceed four **(4)** for the Company and four **(4)** for the Association. Any increase to the number of persons at the bargaining table shall be by mutual agreement between the parties.

**ARTICLE 10**  
BARGAINING PROCEDURE

**10.01** All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized bargaining Representatives of the Association on the one hand and the designated bargaining Representatives of the Company on the other.

**10.02** No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced to writing and signed by the authorized bargaining Representatives of the Association and by the designated bargaining Representatives of the Company, and an agreement so signed shall take effect as and from the effective date specified therein.

**ARTICLE 11**  
EXPENSES

**11.01** Each party shall bear the expenses incurred by its own representatives in attending meetings or proceedings contemplated by this Agreement, and **all** joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

**ARTICLE 12**  
MANAGEMENT RIGHTS

**12.01** The Company has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, to conduct its business efficiently and to direct the

working forces and, without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay-off employees, and to suspend, discharge or otherwise discipline employees. The Company agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

**ARTICLE 13**  
**SAFETY AND HEALTH**

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

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

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

**Safety and Health Committees**

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

(b) The Corporate Safety and Health Committee will be responsible for establishing its own rules and procedures, as well as the rules and procedures of the Local Safety and Health Committees, their scope of responsibility, frequency of meetings and any other similar matter.

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

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

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

#### **ARTICLE 14**

##### **LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES**

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

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

#### **ARTICLE 15**

##### **DISCIPLINE**

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

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

## **ARTICLE 16**

### **GRIEVANCES**

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

(b) Grievances of an individual employee or groups of employees may be handled by the Association at the request of the employee or employees, and shall be processed in accordance with Sections 16.04 to 16.15 inclusive. Each grievance shall be presented to the Company within 30 days from the occurrence on which such grievance is based.

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

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

- (i) the grievor's name and occupation,
- (ii) the date of the event giving rise to the grievance,
- (iii) the nature of the grievance,
- (iv) the remedy sought from the Company,



- (v) identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement.

## Individual and Group Grievances

### Step 1

**16.04** Where a grievance is handled by the Association at the request of the employee(s), the Representative of the employee(s) or a representative designated by the Association, shall attempt to settle the grievance with the employee's immediate Manager. The Manager shall have five (5) days following the presentation of the grievance in which to render a written decision.

### Step 2

**16.05** Where a grievance has not been settled at Step One (1), it shall be submitted by an Officer or other Representative designated by the Association, to the Band Y Manager or designate within fifteen (15) days following the disposition of the matter at Step 1. That Manager shall have fifteen (15) days following the presentation of the grievance in which to render a decision in writing. The Manager shall present a written statement of position to the Association.

### Step 3

**16.06 (a)(1)** Where a grievance concerning the interpretation, administration, application or alleged violation of a provision of the Agreement has not been settled at Step Two (2), the grievance shall, if so desired by the Association, be discussed at a meeting of the Grievance Committee. Each party will designate its representatives on this Committee.

(a)(2) Notice requesting a meeting of the Grievance Committee shall be given by the Association to the designate of Human Resources - Labour Relations within the thirty (30) days following disposition of the matter at Step Two (2). The Company members of the Grievance Committee shall have (30) days following presentation of the grievance in which to render a written decision.

(b)(1) Where a grievance, other than one described in subsection 16.06(a)(1) has not been settled at Step Two (2), it shall be Submitted by an Officer of the Association, to the Band Z Manager or designate within thirty (30) days of the disposition of the matter at Step Two (2). The Band Z or equivalent shall have thirty (30) days following presentation of the grievance in which to render a written decision.

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

**16.07** Where within a Department one management level mentioned in Sections 16.04, 16.05, 16.06 or 16.09 does not exist, the Representative designated by the Association will present the grievance directly to the Manager of the next higher management level, at the equivalent step of the grievance procedure. Under no circumstances shall a grievance be submitted to a Manager at a level higher than that of a Band Z.

#### **POLICY GRIEVANCES**

**16.08** If the interests of the Association as a party to this Agreement are affected by the Company's interpretation, application, administration or the alleged violation of any provision of this Agreement, the Association may file a grievance directly to the Manager at Step Two (2). Such grievance shall be identified as a Policy Grievance and shall be Submitted by an Officer of the Association. That Manager shall have fifteen (15) days following the presentation of the grievance in which to render a decision in writing.

A Policy Grievance may also be submitted in accordance with the provision of Subsection 16.09(b) where it concerns a matter of broader application.

**16.09** (a) If a Policy Grievance has not been settled as provided under the provision of Section 16.08, it shall be submitted by an Officer of the Association to the Band Z Manager or designate within thirty (30) days of the disposition of the matter under Section 16.08. That Manager shall have thirty (30) days

following the presentation of the grievance in which to render a decision in writing.

(b) A Policy Grievance of broader application may be signed and submitted by an Officer of the Association directly to the Band Z Manager or designate who shall have thirty (30) days following the presentation of the grievance in which to render a decision in writing.

**16.10** Where a Policy Grievance has not been settled as provided under the provisions of Sections 16.09 the grievance shall be processed in accordance with the provision of Subsection 16.06.

**16.11** The Company may file a grievance at Step Three (3) of the grievance procedure. Such grievance shall be filed by the designate of Human Resources - Labour Relations. For purposes of Company grievances, the provisions of Section 16.06 will be read and construed with the necessary changes.

### **TIME LIMITS**

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

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

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

### **GENERAL**

**16.15** Where a grievance is being handled by a Representative of the Association, the Company will not endeavour to adjust the grievance with the employee involved without prior notice to the Representative. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a Representative. No such grievance will be deemed to have been settled without the concurrence of the employee's Representative.

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

## **ARTICLE 17**

### **ARBITRATION**

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

**17.02** Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Association and the Company, there shall be no stoppage of work and either party may, after exhausting the grievance procedure established by this Agreement, institute arbitration proceedings within 30 calendar days after the disposition of the matter by the Company, in accordance with subsection 16.07 (a), but no later, in the manner set forth below, to have the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

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

**17.04** The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching his decision he shall be bound by the terms and provisions of this Agreement.

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

**17.06** The parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and, except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

**17.07** The decision of the arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based.

## **ARTICLE 18**

### **FORCE ADJUSTMENT**

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

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

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

resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.

## **ARTICLE 19**

### TECHNOLOGICAL CHANGE

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

## **ARTICLE 20**

### RATES OF PAY

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

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

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

**ARTICLE 21**  
WAGE ADMINISTRATION

**Wage Increases**

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

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

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

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

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

**Promotional Pay Treatment**

**21.05** Where an employee is promoted, the rate of pay on promotion shall **be** the rate on the wage band of the new job which corresponds with the employee's wage band step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the wage band of the new job. However, the number **of** months so accumulated is limited to

the time interval to reach the next step of the wage band as outlined in Appendix C of this Agreement.

#### Temporary Work Assignments

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

#### Higher Rates of Pay

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

#### Alternative Plans

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

#### Pay Days

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



**ARTICLE 22**  
**DIFFERENTIAL AND PREMIUM PAY**

**Differential for Work in Off-Normal Period**

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

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

**22.02** A differential shall not be paid for:

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

**In-Charge Differential**

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

**Demonstration Differential**

**22.04** An employee, in an Occupation other than a Senior Clerk or in any Senior Associated Occupation currently listed in Appendix A, or which may be established during the term of this Agreement, who is assigned to show or demonstrate a work method or procedure shall be entitled to receive a demonstration differential of 70 cents per hour, or part thereof, where the

employee is so assigned and performs such assignment. The minimum period of each such assignment shall be one (1) hour.

#### **Premium Pay for Change in Tour of Duty**

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

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

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

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

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

#### **Premium Pay for Consecutive Saturdays Worked**

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

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

#### Sunday Premium Pay

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

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

#### Christmas **Eve** and **New Year's Eve**- Special Compensation

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

### ARTICLE 23

#### SENIORITY

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

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

ARTICLE 24  
HOURS OF WORK

**Full-Time Employees**

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

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

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

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

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

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

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

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

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

### **Part-Time Employees**

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

### **Arrangement and Assignment of Hours of Duty**

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

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

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

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

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

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

### **Meal Period**

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

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

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

**ARTICLE 25**  
**OVERTIME**

Overtime Payments, **Full-Time** and **Part-Time** Employees

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

- (a) in addition to 7 1/2 hours of work on any day, or
- (b) on a day outside her scheduled work week.

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

- (a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked;
- (b) for overtime worked in excess of two (2) hours in one (1) week, at the employee's hourly rate multiplied by two (2) times the hours worked.

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

- (a) on any given day, until she has worked the basic hours of work per day (7 ½ hours), or
- (b) in a given week, until she has worked the basic hours of work per week (36 hours).

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

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

- (a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked, or
- (b) at the employee's hourly rate multiplied by two (2) times the hours worked for overtime worked in excess of two (2) hours in one (1) week, provided the employee has worked the basic hours of work for that week.

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

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

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

and

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

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



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

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

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

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

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

## **ARTICLE 26**

### **HOLIDAYS**

**26.01** The following shall be recognized as Company holidays

New Year's Day	Civic Holiday
Good Friday	(Ontario only)
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
National Holiday	Christmas Day

(June 24th -  
Quebec only)  
Canada Day  
(July 1st)

Boxing Day  
(Dec. 26th)

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

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

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

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

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

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

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

## **Pay for Work on a Holiday**

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

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

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

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

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

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

or

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

and in addition,

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

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

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

***Pay for Holiday not Worked***

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

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

or

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

**ARTICLE 27**

**DAYS OFF WITH PAY**

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

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

or

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

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

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

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

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

or

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

## **ARTICLE 28 VACATIONS**

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

### Entitlement in Year of Engagement or Re-Engagement

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

For purposes of this Section:

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

### Entitlement in Subsequent Years

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

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

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

\*\* Up to three (3) weeks may be granted in the period June through September. (For Regular Full Time and Regular Part Time

employees with more than fifteen (15) years service, two (2) weeks will be granted in the period June through September.)

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

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

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

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

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

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

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

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

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

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

**28.11** Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company may reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

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

and in addition,

- (i) if the employee has less than six (6) years net credited service she shall also receive 4% on any difference between her total earnings in the calendar year for which the vacation is given and her basic pay for the calendar year;



or

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

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

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

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

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

**28.16** An employee with less than one (1) year's net credited service shall be granted 4% of her earnings in the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation taken by the employee during the same period of service.

**28.17** An employee with one (1) or more years of net credited service shall be granted pay in lieu of vacation in accordance with the following:

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

and in addition,

- (i) if the employee has less than six **(6)** years net credited service she shall also receive **4%** on any difference between her total earnings in the calendar year for which the vacation is given and her basic pay for the calendar year;

or

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

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

**ARTICLE 29**  
**SICKNESS ABSENCE**

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

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

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

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

**29.02** Upon the eighth full calendar day of an absence covered under Section 29.01, such an absence shall be treated in accordance with applicable

Company practices currently in effect, or as amended from time to time following notification to the Association.

**ARTICLE 30**  
BEREAVEMENT LEAVE

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

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

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

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

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

## **ARTICLE 31**

### **TRAVEL TIME AND EXPENSES**

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

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

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

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

#### **Transportation Expenses**

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

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

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

#### Board and Lodging

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

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

### **ARTICLE 32**

#### **BENEFITS**

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

SRCI Pension Plan

Medical

Dental

Life Insurance

Accidental Death and Dismemberment Insurance

Disability

### **ARTICLE 33**

#### **TRANSFERS**

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

### **ARTICLE 34**

#### **EMPLOYMENT EQUITY**

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

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

### **ARTICLE 35**

#### **COST OF LIVING ALLOWANCE**

Not in Force for Term of Present Collective Agreement:

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

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

**35.03** The C.P.I. used for purposes of this Article shall be the C.P.I. - Canada All Items (1986=100) as published by Statistics Canada or any successor Department or Agency.

**35.04** Should the C.P.I. be amended or discontinued prior to January 1995, the parties agree to consult to determine a means to give effect to the intention of this Article.

#### **ARTICLE 36**

##### **VALIDITY OF AGREEMENT**

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

#### **ARTICLE 37**

##### **CANCELLATION OF PREVIOUS AGREEMENT**

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





**ARTICLE 38**

**DURATION**

**38.01** This Agreement shall be effective August 16, 1995 except as otherwise herein provided, and shall remain in full force and effect up to and including June 15, 1998.

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

**38.03** Notice to terminate under this Article shall be effectively given if addressed by the Company to the Secretary of the Canadian Telephone Employees' Association, Room 360, Place du Canada, Montréal, Quebec, H3B 2N2, or by the Association to Human Resources, 160 Elgin St., Ottawa, Ontario, K1G 3J4, and in either case is received at least 60 days prior to the termination date specified therein.

**WITNESS CLAUSE**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 15th day of August 1995.

**Stentor Resource  
Centre Inc.**

**Canadian Telephone  
Employees' Association**

Robert Sawka

Julie Hawkins

Eileen Lowe

Sandra O'Brien

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LIST OF CLERICAL AND ASSOCIATED OCCUPATIONS

**Wage Band 6**

Associate 4  
Associate 5  
Associate 6

**Wage Band 7**

Associate 7  
Senior Associate 7

**Wage Band 8**

Associate 8  
Senior Associate 8

**Wage Band 9**

Associate 9  
Senior Associate 9

LIST OF LOCALITIES

Montreal

Ottawa

Toronto

WAGE BAND 6

WEEKLY AND HOURLY RATES

EFFECTIVE AUGUST 17, 1995				
Step	Reg.	Hrly.	Alt. I	Hrly
1	\$ 343.60	\$ 9.54	\$ 354.25	\$ 9.84
2	381.80	10.61	393.60	10.93
3	409.90	11.39	422.50	11.74
4	435.00	12.08	444.40	12.34
5	461.25	12.81	466.00	12.94
6	487.85	13.55		
7	518.15	14.39		
* a 8	554.35	15.40		
* b 9	590.20	16.39		
10	638.30	17.73		

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

**Maximum Rates:**

- a Associate 4
  - \* The interval between Steps 7 to 8 shall be twelve months.
- b Associate 5
  - \* The interval between Steps 8 to 9 shall be twelve months.

## WAGE BAND 7

## WEEKLY AND HOURLY RATES

EFFECTIVE AUGUST 17, 1995				
Step	Reg.	Hrly:	Alt. I	
1	\$353.90	\$ 9.83	\$ 364.60	\$ 10.13
2	393.15	10.92	405.05	11.25
3	425.75	11.83	438.55	12.18
4	453.45	12.60	463.00	12.86
5	486.10	13.50	490.95	13.64
6	516.40	14.34		
7	552.55	15.35		
8	594.45	16.51		
9	635.90	17.66		
10	692.10	19.23		

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

## WAGE BAND 8

## WEEKLY AND HOURLY RATES

EFFECTIVE AUGUST 17, 1995				
Step	Reg.	Hrly.	Alt. I	Hrly
1	\$ 390.10	\$ 10.84	\$ 397.60	\$ 11.04
2	433.50	12.04	441.70	12.27
3	469.15	13.03	477.15	13.25
4	501.85	13.94	507.80	14.11
5	537.50	14.93	542.75	15.08
6	567.95	15.78		
7	604.60	16.79		
8	644.60	17.91		
9	689.55	19.15		
10	751.20	20.87		

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

APPENDIX C

WAGE BAND 9

WEEKLY AND HOURLY RATES

EFFECTIVE AUGUST 17, 1995				
Step	Reg.	Hrly.	Alt. I	Hrly
1	\$ 413.00	\$ 1.47	\$ 423.85	\$ 11.77
2	458.75	2.74	470.75	13.08
3	492.75	3.69	505.55	14.04
4	522.25	4.51	531.70	14.77
5	554.75	15.41	559.50	15.54
6	585.25	16.26		
7	620.25	17.23		
8	665.25	18.48		
9	711.30	19.76		
10	771.80	21.44		
11	810.90	22.53		

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

**WAGE BAND 10**

**WEEKLY AND HOURLY RATES**

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



**TOTAL RESULTS INCENTIVE (TRI)**

The TRI Award plan recognizes the contribution of employees to overall Company performance measured against the following criteria: SRCI Deliverables, Customer Satisfaction, Budget Management and SOC success.

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

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

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

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

**ALPHABETICAL INDEX**

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Job Evaluation.....	68
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**CALCULATION OF RETROACTIVE PAY**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**STENTOR RESOURCE CENTRE INC.**

**AND**

**CANADIAN TELEPHONE EMPLOYEES'**

**ASSOCIATION**

This is to confirm our agreement with respect to the calculation of retroactive pay with reference to the Collective Agreement signed August 15, 1995 and covering Clerical and Associated Employees.

Calculation of retroactive pay will be as follows:

1. An employee on the payroll of the Company on August 16, 1995 shall be entitled to a retroactive payment equal to her total earnings less differentials, for work performed within the Clerical and Associated Employees' bargaining unit during the period June 1, 1995 to August 16, 1995 inclusive, multiplied by 1.2%
2. Such retroactive payment shall be subject to voluntary and compulsory deductions, except that no deduction will be made for union dues or premiums payable under the Life Insurance Program for the period June 1, 1995 to August 16, 1995 inclusive.
3. The parties agree that any contestation regarding the interpretation or administration of this Memorandum may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement. It is further agreed that any such contestation shall be based on the terms and conditions set out in this Memorandum, where applicable.

Signed at Ottawa this 15th day of August, 1995.

Robert Sawka

Julie Hawkins

Eileen Lowe

Sandra O'Brien

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For the Company

For the Association

**COMPRESSED WORK WEEK**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**STENTOR RESOURCE CENTRE INC.**

**AND**

**CANADIAN TELEPHONE EMPLOYEES**

**ASSOCIATION**

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

**Approval**

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

**Scheduling Options**

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

**Option I**

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

## **Option II**

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

## **Working Conditions**

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

## **Duration**

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

## **Right to Discontinue**

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

**COMPRESSED WORK WEEK**

**CLERICAL & ASSOCIATED EMPLOYEES**

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

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

**COMPRESSED WORK WEEK**

**CLERICAL & ASSOCIATED EMPLOYEES(Cont'd)**

	<b>COMPRESSED WORK WEEK OPTIONS</b>	
<b>COLLECTIVE AGREEMENT PROVISION</b>	<b>FOUR (4) DAY WORK WEEK APPLICATION</b>	<b>FIVE, FOUR (5, 4) WORK WEEK APPLICATION</b>
<p data-bbox="540 682 966 733"><u>DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22</u></p> <hr data-bbox="591 799 821 806"/> <p data-bbox="576 888 1008 1153">An employee who <del>is</del> assigned, at any time, to be in charge of other employee: during the absence of management, for less than four <b>(4)</b> weeks, shall be paid an in-charge differential of \$3.50 where the employee <b>is</b> so assigned for a minimum of one (1) but not more than four <b>(4)</b> hours in a day and \$7.00 where the employee is so assigned for more than four <b>(4)</b> hours in a day.</p>	<p data-bbox="1029 897 1527 1136">An employee who is assigned, at any time, to be in charge of other employees during the absence of management, for less than four <b>(4)</b> weeks, shall be paid an in-charge differential of \$3.50 where the employee is so assigned for a minimum of one (1) but not more than four <b>(4)</b> hours in a day and \$9.00 where the employee is so assigned for more than four <b>(4)</b> hours in a day.</p>	<p data-bbox="1542 897 2040 1136">An employee who is assigned, at any time, to be in charge of other employees during the absence of management, for less than four <b>(4)</b> weeks, shall be paid an in-charge differential of \$3.50 where the employee is so assigned for a minimum of one (1) but not more than four <b>(4)</b> hours in a day and \$8.00 where the employee <b>is</b> so assigned for more than four <b>(4)</b> hours in a day.</p>



**COMPRESSED WORK WEEK**

**CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)**

<b>COLLECTIVE AGREEMENT PROVISION</b>	<b>COMPRESSED WORK WEEK OPTIONS</b>	
	<b>FOUR (4) DAY WORK WEEK APPLICATION</b>	<b>FIVE, FOUR (5.4) WORK WEEK APPLICATION</b>
<p><u>DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22 (Cont'd)</u></p> <ul style="list-style-type: none"> <li>• <u>Premium Pay for Change in Tour of Duty</u> 22.05 (a)</li> </ul> <p>If an employee is given less than six (6) days' notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.06 and 22.07, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.</p>	<p>Status quo.</p> <p><u>Note:</u> This provision shall only apply while working on a compressed work week; it shall not apply at time of transition (i.e., going from regular schedule to compressed work week or vice versa).</p>	<p>Status quo.</p> <p><u>Note:</u> This provision shall only apply while working on a compressed work week; it shall not apply at time of transition (i.e., going from regular schedule to compressed work week or vice versa).</p>

**COMPRESSED WORK WEEK**

**CLERICAL & ASSOCIATED EMPLOYEES(Cont'd)**

	<b>COMPRESSED WORK WEEK OPTIONS</b>	
<b>COLLECTIVE AGREEMENT PROVISION</b>	<b>FOUR (4) DAY WORK WEEK APPLICATION</b>	<b>FIVE, FOUR (5, 4) WORK WEEK APPLICATION</b>
<p><b><u>DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22</u></b> (Cont'd)</p> <ul style="list-style-type: none"> <li><u>Premium Pay for Consecutive Saturdays Worked</u> 22.08</li> </ul> <p>An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one half day (3 3/4 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.09, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.</p>	<p>An employee who is scheduled to work at least one half day (4 1/2 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.09, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.</p>	<p>An employee who is scheduled to work at least one half day (4 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.09, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.</p>

**COMPRESSED WORK WEEK**

**CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)**

		<b>COMPRESSED WORK WEEK OPTIONS</b>	
<b>COLLECTIVE AG</b>	<b>PROVISION</b>	<b>FOUR (4) DAY WORK WEEK APPLICATION</b>	<b>FIVE, FOUR (5, 4) WORK WEEK APPLICATION</b>
	<p><u>HOURS OF WORK - ARTICLE 24</u></p> <ul style="list-style-type: none"> <li>• <u>Basic daily - Full-Time</u> 24.01</li> </ul> <p>The basic hours of work per day for a full-time employee shall be 7 1/2 hours, except as provided in Section 24.02.</p> <ul style="list-style-type: none"> <li>• <u>Basic weekly - Full-Time</u> 24.02</li> </ul> <p>The basic hours of work per week for a full-time employee shall be 36 hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 72 hours.</p>	<p>The basic hours of work per day for a full-time employee shall be nine (9) hours.</p> <p>The basic hours of work per week for a full-time employee shall be 36 hours on the basis of a compressed work week.</p>	<p>The basic hours of work per day for a full-time employee shall be eight (8) hours.</p> <p>The basic hours of work per two-week (2) pay period for a full-time employee shall be 72 hours on the basis of nine (9) days in a two-week (2) pay period.</p>

**COMPRESSED WORK WEEK**

**CLERICAL & ASSOCIATED EMPLOYEES(Cont'd)**

	<b>COMPRESSED WORK WEEK OPTIONS</b>	
<b>COLLECTIVE AGREEMENT PROVISION</b>	<b>FOUR (4) DAY WORK WEEK APPLICATION</b>	<b>FIVE, FOUR (5, 4) WORK WEEK APPLICATION</b>
<b><u>HOURS OF WORK - ARTICLE 24</u></b> (Cont'd)  <ul style="list-style-type: none"> <li>• <u>SDO - Full-Time</u>  <b>24.03 - 24.07</b>             (SDO Provisions)</li> </ul>	<p>These Sections are not applicable as full-time employees working a compressed work week will not qualify for SDOs.</p> <p><u>Note:</u> Therefore, employees will be required to schedule their <u>remaining SDOs</u>, from current and previous periods, prior to working on a compressed work week.</p>	<p>These Sections are not applicable as full-time employees working a compressed work week will not qualify for SDOs.</p> <p><u>Note:</u> Therefore, employees will be required to schedule their <u>remaining SDOs</u>, from current and previous periods, prior to working on a compressed work week.</p>

**COMPRESSED WORK WEEK**

**CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK OPTIONS	
	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5, 4) WORK WEEK APPLICATION
<p><u>DAILY/WEEKLY OVERTIME- FULL-TIME- ARTICLE 25</u></p> <ul style="list-style-type: none"> <li>• 25.01</li> </ul> <p>For a full-time employee overtime means the time worked:</p> <ul style="list-style-type: none"> <li>a) in addition to 7 1/2 hours of work on any day, or</li> <li>b) on a day outside her scheduled work week.</li> </ul>	<p>For a full-time employee overtime means the time worked:</p> <ul style="list-style-type: none"> <li>a) in addition to nine <b>(9)</b> hours of work on any day, or</li> <li>b) on a day outside her scheduled work week.</li> </ul>	<p>For a full-time employee overtime means the time worked:</p> <ul style="list-style-type: none"> <li>a) in addition to eight (8) hours of work on any day, or</li> <li>b) on a day outside her scheduled work week.</li> </ul>

**COMPRESSED WORK WEEK**

**CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)**

	<b>COMPRESSED WORK WEEK OPTIONS</b>	
<b>COLLECTIVE AGREEMENT PROVISION</b>	<b>FOUR (4) DAY WORK WEEK APPLICATION</b>	<b>FIVE, FOUR (5, 4) WORK WEEK APPLICATION</b>
<p><u>DAYS OFF WITH PAY - ARTICLE 27</u></p> <ul style="list-style-type: none"> <li>• 27.01 0 27.03</li> </ul> <p>(Two (2) days off with pay)</p>	<p>These Sections shall not apply to employees working on a compressed work week.</p>	<p>Under these Sections employees will be entitled to one (1) day off with pay. This day off with pay shall be scheduled in accordance with subsection 27.02(a).</p>

**General**

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

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

Signed at Ottawa this 15th day of August, 1995.

Robert Sawka

Julie Hawkins

Eileen Lowe

Sandra O'Brien

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For the Company

For the Association

**JOB EVALUATION**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**STENTOR RESOURCE CENTRE INC.**

**AND**

**TELEPHONE EMPLOYEES'**

**ASSOCIATION**

This is to confirm our agreement with respect to the proposed introduction of a new system of job evaluation for clerical and associated occupations. The parties to this agreement agree to adopt the Bell Canada - CTEA Job Evaluation Working Committee recommendation. SRCI will seek agreement from Bell Canada to evaluate SRCI positions.

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

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

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

A reserve fund will be established by the Company equal to 1.0% of the annual payroll for the Clerical and Associated bargaining unit for the year ending



December 31, 1995; 0.5% for the year ending December 31, 1996; and 0.5% for the year ending December 31, 1997, to fund possible adjustments to basic wage rates as a result of the modifications to salary groups and salary structure following the implementation of the new system of job evaluation. Where it is mutually agreed that salary adjustments should be implemented, the effective date of such adjustments shall be determined by the Bargaining Committee.

In September 1995, information concerning the proposed new system of job evaluation will be communicated to employees.

The Bargaining Committee of the Company and the Association will meet, by October 1995, to establish a Working committee, to outline the steps for the transition period to the proposed new system of **job** evaluation.

Prior to the implementation, a membership vote will be conducted on the new Profile plan. If the plan is accepted, a Memorandum of Agreement, reflecting the agreed upon changes, will be signed between the parties. Should the plan not be accepted by the members, the Company and the Association will resume discussions and agree to a revised implementation process.

#### **General**

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

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

Signed at Ottawa this 15th day of August, 1995.

Julie Hawkins

Sandra O'Brien

Robert Sawka

Brenda Grant

Eileen Lowe

Elaine M. Nault

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For the Company

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For the Association

**VISUAL DISPLAY TERMINAL**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**STENTOR RESOURCE CENTRE INC.**

**AND**

**CANADIAN TELEPHONE EMPLOYEES**

**ASSOCIATION**

The above parties agree as follows:

1. Any Regular Full-Time or Regular Part-Time Employee who is pregnant, who is regularly scheduled to work at a visual display terminal (V.D.T.) and who does not wish to work at a V.D.T. during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following two options:
  - A) Be assigned other work in the bargaining unit, in accordance with paragraph 2 of this Memorandum of Agreement, or
  - B) Receive a leave of absence without pay to cover the period prior to which she is or would be entitled to a maternity leave of absence pursuant to Article 14 of the Collective Agreement between the parties dated August 15, 1995, hereinafter designated as the Collective Agreement.

**Other Work Assignment**

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

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

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

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

3. An employee who elects option A shall, within the following five (5) working days, be offered other work in the bargaining unit.
4. An employee who elects option A and who is assigned to another **job**:
  - A) Foregoes her right, for the duration of the temporary assignment, to the provisions of Articles 23 and 31 of the Collective Agreement between the parties, and
  - B) Shall choose her vacation and SDO's in her former office as if she still occupied her former position in that office.
5. An employee who elects option A, who is assigned to a new position and who is unwilling to commence or to continue work in her new position, may then elect either to stay in her original position or to exercise option B. If she elects option B before reporting to her new position, she will stay in her original position until option B takes effect.

6. An employee who elects option A who wishes to resume her employment on expiration of her maternity leave shall be reinstated in the position occupied by her immediately prior to her reassignment.

**Leave of Absence (without pay)**

7.
  - A) In order to be eligible to receive the leave of absence referred to in paragraph 1 B) the employee must complete and submit an application, with acceptable documentation certifying the pregnancy, and specifying the estimated date of delivery. The Company agrees that every effort will be made to expedite the granting of the leave of absence and in any case, the implementation of such a leave of absence will not be delayed for more than five (5) days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.
  - B) An employee who is on a leave of absence referred to in paragraph 1 B) and whose pregnancy is terminated shall be reinstated in the position occupied by her at the time she first made an election under paragraph 1. Such reinstatement shall be made within five (5) days of a request by the employee.
8. In addition to paragraph 7, employees who are eligible to, and wish to apply for, a maternity leave of absence pursuant to Article 14 of the Collective Agreement must do so in accordance with the provisions of that Article. (For greater clarity, this means that an employee must make the application required in Article 14 of the Collective Agreement at the appropriate time during the leave of absence referred to in paragraph 1 B).)

**General**

9. The parties agree that any contestation concerning the interpretation, administration or operation of this understanding shall be resolved by reference to the grievance and arbitration procedures set forth in the Collective Agreement between the parties.

10. The Company and the Association shall act in a fair and reasonable manner when carrying out the provisions of this Memorandum of Agreement.

Signed at Ottawa this 15th day of August, 1995.

Robert Sawka

Julie Hawkins

Eileen Lowe

Sandra O'Brien

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For the Company

For the Association

**VOLUNTARY PROGRAMS OF REDUCED HOURS**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**STENTOR RESOURCE CENTRE INC.**

**AND**

**CANADIAN TELEPHONE EMPLOYEES'**

**ASSOCIATION**

**REPRESENTING CLERICAL AND ASSOCIATED**

**EMPLOYEES**

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

**Implementation of a Program**

Whenever it is appropriate, in the judgment of the Company, to implement a Voluntary Program of Reduced Hours, the appropriate Band Y or the next higher level of management, as the case may be, will, following notification to the Association, circulate to the groups concerned within his area, a notice advising of the Program's availability and requesting that eligible employees who are interested in being reclassified submit their request within a specified time period.

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

### **Short-Term or Long-Term Options**

An employee's participation in a Voluntary Program of Reduced Hours shall be for the period of time set forth in the applicable Program.

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

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

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

### **Short-Term Option**

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

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



**Long-Term Option**

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

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

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

**Salary and Working Conditions**

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

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

**General**

Use in this Agreement of feminine or masculine gender shall be construed as including both female and male employees.

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

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

Signed at Ottawa this 15th day of August, 1995.

Robert Sawka

Julie Hawkins

Eileen Lowe

Sandra O'Brien

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For the Company

For the Association

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

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Ms. Brenda Grant  
Vice President  
Canadian Telephone Employees' Association  
203-170 Metcalfe  
Ottawa, Ontario  
K2P 1P3

**Subject:        Employee Development and Training**

Dear Ms. Grant:

This will confirm our understanding, reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement, related to employee development and training resulting from participation in projects such as workplace reorganization, process reengineering and joint committees involving employee issues.

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

Yours truly,

R.P. Sawka  
Human Resources

Ms. Brenda Grant  
Vice President  
Canadian Telephone Employees' Association  
203-170 Metcalfe  
Ottawa, Ontario  
K2P 1P3

**Subject:**     Ergonomic Guidelines

Dear Ms. Grant:

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

The Corporate Safety and Health Committee will provide recommendations designed to increase awareness of and encourage adherence to the Ergonomic Guidelines, particularly for employees who work with personal computer technology. The Committee believes that both awareness of and adherence to the guidelines requires improvement.

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

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

Yours truly,

R.P. Sawka  
Human Resources

Ms. Brenda Grant  
Vice President  
Canadian Telephone Employees' Association  
203-170 Metcalfe  
Ottawa, Ontario  
K2P 1P3

**Subject: Pay Equity**

Dear Ms. Grant:

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

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

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

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

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

Yours truly,

R.P. Sawka  
Human Resources

Ms. Brenda Grant  
Vice President  
Canadian Telephone Employees' Association  
203-170 Metcalfe  
Ottawa, Ontario  
K2P 1P3

**Subject:     Regular Term Employee**

Dear Ms. Grant:

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

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

Yours truly,

R.P. Sawka  
Human Resources



Ms. Brenda Grant  
Vice President  
Canadian Telephone Employees' Association  
203-170 Metcalfe  
Ottawa, Ontario  
K2P 1P3

Subject: **Security Interviews**

Dear Ms. Grant:

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

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

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

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

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

Yours truly,

R.P. Sawka  
Human Resources

Ms. Brenda Grant  
Vice President  
Canadian Telephone Employees' Association  
203-170 Metcalfe  
Ottawa, Ontario  
K2P 1P3

**Subject:      Utilization of External Human Resources**

Dear Ms. Grant:

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

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

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

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

Yours truly,

R.P. Sawka  
Human Resources

Ms. Brenda Grant  
Vice President  
Canadian Telephone Employees' Association  
203-170 Metcalfe  
Ottawa, Ontario  
K2P 1P3

**Subject:      Workforce Diversity**

Dear Ms. Grant:

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

**Vision**

The Company and the Association are committed to fostering diversity and fairness in the workplace so that all employees are treated with dignity and respect, are free from harassment, and are provided the opportunity to achieve their full potential. SRCI's goal is to achieve a diverse workforce that reflects the community from which it is drawn and to give our Company a distinct competitive advantage.

**Joint Committee**

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

- a)      Sponsoring and supporting activities that help achieve the vision.
  
- b)      Helping all employees to understand their responsibilities to treat others in a non-discriminatory and fair way.

- c) Making recommendations to appropriate forums or departments in the Company.
- d) Identifying and recommending methods to increase diversity, thereby working towards establishing a workforce that mirrors the community from which it is drawn.
- e) Communicating the committee's activities to employees.

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

Yours truly,

R.P. Sawka  
Human Resources

Ms. Brenda Grant  
Vice President  
Canadian Telephone Employees' Association  
203-170 Metcalfe  
Ottawa, Ontario  
K2P 1P3

**Subject:     Staffing**

Dear Ms. Grant:

This will confirm our understanding reached during bargaining, for the renewal of the Clerical and Associated Employees' Collective Agreement, related to staffing issues.

The parties agree to establish a Joint Committee to review the following issues and make recommendations to the bargaining committees:

- Placement Guidelines
- Surplus Guidelines
- Resource Central

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

Yours truly,

R.P. Sawka  
Human Resources

