

AGREEMENT

BETWEEN

TELUS

AND

LOCAL 348

**THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

CRAFT AND SERVICES EMPLOYEES

MARCH 28, 1999 – DECEMBER 31, 2000

For purposes of this Collective Agreement TELUS means
TELUS Communications (a Division of TELUS Communications Inc.) and
TELUS Advanced Communications & TELUS Management Services
(Divisions of TELUS Services Inc.)

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ARTICLE 1 – SCOPE

- 1.01 The provisions of this Agreement apply to all employees of **TELUS Communications** (a Division of **TELUS Communications Inc.**), and **TELUS Advanced Communications and TELUS Management Services (Divisions of TELUS Services Inc.)** as listed in the Canada Industrial Relations Board Certificate (Order No.: **7503-U**) effective **December 6, 1998**, certifying Local 348 of the International Brotherhood of Electrical Workers as the bargaining agent for the Craft and Services employees, and such other employees as the parties may agree to include or the **Canada Industrial Relations Board** may direct.
- 1.02 Where the masculine is used in this Agreement, the reference, where applicable, shall include the feminine.
- 1.03 Where the singular is used in this Agreement, the reference, where applicable, shall include the plural and vice versa.

ARTICLE 2 – DEFINITIONS

Employee means any of the following:

- 2.01 *Regular Full-Time Employee* means a person employed in the services of the Company as covered under the terms of this Agreement and whose employment is expected to continue indefinitely, subject to terminating action by either party.
- 2.02 *Regular part-Time Employee* means a person hired for regular employment on a continuous basis and who works fifteen (15) or more hours but less than thirty seven and one half (37½) hours per week. Regular part-time employees will be covered on a prorated basis under the terms of this Agreement and the Pension Plan.
- 15.6.3
- 2.03 *Probationary Employee* means an employee who has not completed their first six (6) months of service.
- 2.04 (a) *Casual Employee* means a person hired to fill a vacancy which the Company considers to be temporary, or to carry out casual work assignments. A casual employee may replace a regular employee absent on maternity leave, child care leave, and/or adoption leave, and for a period equal to the length of the absence, plus four (4) weeks if training is required, or nine (9) months which ever is greater.
- (b) A casual employee may only be employed for a period greater than nine (9) months with the written agreement of the Union.

- (c) There shall be three (3) months between each term of employment.
 - (d) Casual employees will be covered under the terms of this Agreement except for Group Insurance, Alberta Health Care Insurance Plan, Supplementary Health, Dental and Vision Care Plans, Pension, Company Sick Leave and Accident Compensation Benefits.
- 2.05 *Chargehand* means an employee placed in charge of a maximum of ten (10) employees who has been delegated responsibility for the production of work.
- 2.06 *Furlough* is defined as leave of absence without pay.
- 2.07 *Basic Rate of Pay* means the specified amount of money per day calculated as follows: Basic hourly rate times the scheduled hours of work.
- 2.08 *Basic Hourly Rate* means the specified amount paid to an employee for each hour of work in accordance with the Wage Schedules that form part of this Agreement. All other amounts payable to any employee are completely excluded from the term "basic hourly rate".
- 2.09 *Session* means the continuous time, not including overtime, which an employee is scheduled to work without a meal period. A session shall be approximately one-half (½) the duration of a shift.
- 2.10 *Headquarters* for the purpose of this Agreement will be the metropolitan areas as follows:
- City of Edmonton: City limits to include Sherwood Park, St. Albert and **Namoo**;
- All other Cities and Towns: City or Town limits.
- 2.11 **Employer, Company or TELUS for purposes of this collective agreement means TELUS Communications (a Division of TELUS Communications Inc.), and TELUS Advanced Communications and TELUS Management Services (Divisions of TELUS Services Inc.).**

ARTICLE 3 – UNION RECOGNITION

- 3.01 The **Employer** agrees to **recognize** the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its representatives in any and all matters pertaining to this Agreement which may affect the relationship between the **Employer** and its employees.
- 3.02 The Union agrees to provide current lists to the **Employer** containing the name, department and headquarters of the Union Executive members, shop stewards and negotiating committee members.
- 3.03 When during the life of this Agreement both parties agree that a change is required to any article or item, a memorandum of agreement shall be drafted and mutually agreed to by both parties.
- 3.04 Union Staff
- Union staff employees seeking access to the **Employer's** premises will make their request to the Supervisor of the area they wish to visit stating the reason for their request. The request will be granted subject to the demands of service but shall not be unreasonably withheld.

ARTICLE 4 – MANAGEMENT RIGHTS

The Management of the operations of the **Employer** and the direction of the working forces, including the right to direct, plan and control operations and to schedule working hours and the right to hire, promote, demote, transfer, suspend or discharge employees for just cause or to release employees because of lack of work or the right to introduce new and improved methods or facilities and to manage the operations in the traditional manner, is vested exclusively in the **Employer** subject to the provisions of this Agreement.

ARTICLE 5 – UNION REPRESENTATION

- 5.01 *1. d. 3. NL* Local Union Representatives may investigate and settle grievances, attend Joint Labour Management Committee meetings or attend to other business of the Union pertaining to the affairs of the **Employer**, during working hours, for a reasonable length of time provided, however, that arrangements are made with their Supervisor subject to service requirements. All time granted accordingly shall be reported as Union Leave (UL) and paid for by the **Employer**.
- 5.02 Employees shall be allowed furlough without pay for Union business, including necessary travelling time. This will be subject to service requirements and supervisory approval. All time granted for this purpose shall be billed to the Union.
- 5.03 Members of the Union Negotiating Committee shall receive their basic rate of pay while travelling and attending a negotiating meeting with the **Employer**. Should negotiations extend into an employee's regular day off, equivalent time off will be allowed at a later date. If negotiations extend beyond normal daily working hours, it is agreed that additional or overtime payment shall not be paid. Employees representing the Union at negotiations will be deemed to be scheduled five (5) days per week.
- 5.04 Upon commencement of employment with the **Employer**, the new employee and Shop Steward will be given fifteen (15) minutes paid time to meet.

ARTICLE 6 – DEDUCTION OF DUES

- 6.01 All employees covered under the terms of this Agreement shall have Union dues deducted from their pay. It is understood and agreed by the parties that the deduction of dues does not compel the employee to become a member of the Union.
- 6.02 (a) The Employer agrees to deduct from the employees' wages on the first payroll period in each calendar month, the monthly dues and initiation fees as are levied on the members of the Union in accordance with its Constitution and Bylaws.
- (b) The Employer shall pay such monies to the Union on or before the last day of each month accompanied by a list of employees from whom such deductions have been made. The list shall include employees' home address unless the employee makes a written request to the Employer to restrict this information.

- 6.03 It is understood that the Union will save the Employer harmless from any and all **claims** which may be made to it by *any* employee for amounts deducted as herein provided.
- 6.04 (a) All employees covered under the terms of this Agreement who are members of Local 348, IBEW, shall as a condition of employment, remain members of the Local for the duration of this Agreement. A member of the Union shall have a period of thirty (30) days prior to the terminating date stated in Article 38: Duration and Negotiations to withdraw from membership in Local 348.
- (b) If an employee fails to remain a member of Local 348, IBEW, the employee shall continue to be subject to the deduction of Union dues as provided in Clause 6.01.
- 6.05 The Union shall notify the Employer in writing ninety (90) days in advance of any approved change to the initiation fees or dues in accordance with its Constitution and Bylaws.

ARTICLE 7 – SENIORITY

- 7.01 Seniority shall start from the date the employee last entered employment with the **Employer**.
- 7.02 The Employer agrees to provide a seniority list to the Union each month which includes the name, seniority dates, headquarters, classification or sub-classification where applicable, for all employees within the bargaining unit. The list shall be provided in order of seniority by job classification as listed in Article 13: Classifications.

ARTICLE 8 – JOINT LABOUR MANAGEMENT COMMITTEE

- 8.01 *6.E.4* The **Employer** and Union agree to establish a Joint Labour Management Committee comprising **six (6)** representatives for each party.
- 8.02 The Committee shall meet **monthly** or as deemed necessary by the Committee at a time, date and location agreed to by both Parties.
- 8.03 **The terms of reference for the Committee are as contained in a Letter of Understanding in this Agreement.**
- 8.04 Minutes shall be taken and approved by **both Parties**.

ARTICLE 9 – GRIEVANCE PROCEDURE

If any differences concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and the Union, or between an employee or employees bound by the Collective Agreement and the Employer, including any question as to whether any difference is **arbitrable**, it shall be processed according to the following grievance procedure.

In the event that a grievance or grievances involves a group or groups of employees, or in the event that the Union wishes to initiate a grievance with respect to the application, operation, interpretation, or any alleged violation of the Collective Agreement, then the grievance shall be rendered into writing by the Union at the step involving the first designated official of the **Employer** having jurisdiction over the employees affected, or with the consent of both parties, the level of Management responsible for the subject matter or actions concerned.

A grievance in the case of dismissal or job posting selection shall be submitted in writing within twenty (20) days of the date of occurrence, and shall commence at **Step 2** of the grievance procedure.

In the event that a decision of the Employer as required under the grievance procedure- is not rendered within the time designated, it shall be permissible to advance the grievance to the next step of the grievance procedure.

For the purpose of this Article, periods of time referred to in days shall mean consecutive calendar days exclusive of Saturdays, Sundays, and Company or Civic Holidays.

In the event the Employer wishes to file a grievance, it shall be submitted directly to the Business Manager of the Union who shall arrange a meeting within twenty (20) days for the purpose of reviewing the grievance and attempting to arrive at a settlement.

If the parties are unable to resolve the matter within fifteen (15) days following the meeting, the grievance may be referred to **Step 4**.

With the consent of the parties any time frame contained herein may be extended for such period of time as agreed.

Steps of the Grievance Procedure

- Step 1** An employee who believes they have a justifiable grievance shall discuss the matter with their immediate Supervisor within twenty (20) days of the event giving rise to the grievance; a Shop Steward may attend this meeting if the employee so desires. **The discussion may be face-to-face or by telephone. Information to be discussed may be exchanged by facsimile or e-mail.**
- The decision of the immediate Supervisor shall be rendered within five (5) days of the meeting.
- Step 2** If a satisfactory settlement has not been obtained under the previous step, then the employee or Shop Steward may within **fifteen (15)** days of the decision under Step 1 render the grievance in writing to the Union. The Union may within twenty (20) days of the date of the delivery of the grievance in writing forward the grievance to the **next level of management reporting to the Vice-President (or the Vice-President if appropriate)** above the Supervisor referred to in Step 1 with a copy to **Human Resources. The Director (or above if appropriate)** shall call a meeting (to be held in Edmonton or Calgary) and render their decision within ten (10) days of the receipt of the grievance.
- Step 3** **The Employer and Union agree to review all grievances jointly within sixty (60) days of the decision at Step 2 before filing to Arbitration. The review will be at the Joint Labour Management Committee referred to in Article 8. All available information pertinent to the grievance will be shared. Any settlement discussions at this Step will be privileged and not be introduced at arbitration.**
- Step 4** A grievance which is not resolved through the previous steps shall be adjudicated in accordance with the following:
- Should the parties agree, any matter may be referred to a single arbitrator.
- (a) Either of the parties shall, within **thirty (30) days of the discussion at Step 3**, notify the other party, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name of the notifying party's appointee to an Arbitration Board and/or the names of up to three (3) individuals acceptable as a single arbitrator.
- (b) The party receiving the notice shall within **fifteen (15)** days following receipt of the notice, inform the other party of the name of its appointee to the Arbitration Board or its acceptance of a name from those proposed as a single arbitrator.

- (c) If agreement on a single arbitrator cannot be reached, the matter shall revert to an Arbitration Board.
- (d) If the recipient of the notice fails to name an appointee to the Arbitration Board within the prescribed time limits, the appointment shall be made by the Minister of Labour upon request of either party.
- (e) The two (2) appointees shall, within ten (10) days of the second appointment, appoint a third person who shall be the Chairman of the Arbitration Board. If the two (2) appointees fail to agree upon a Chairman within the ten (10) day limit, either party may request the Minister of Labour to appoint a Chairman.
- (f) After the Arbitration Board has been formed by the above procedure, or the single Arbitrator selected, the Board or Arbitrator shall meet within fifteen (15) days of the appointment of the Chairman of the Arbitration Board or Arbitrator and hear such evidence as the parties may desire to present to assure a full, fair hearing, and shall render a decision in writing to the parties within fifteen (15) days after the completion of the hearing, unless such time is extended by mutual consent between the parties.

The Arbitration Board or Arbitrator shall have such power as defined and provided in the governing legislation.
- (g) The Chairman shall have the authority to render the decision with the concurrence of either of the other members and a decision thus rendered shall be final and binding on the parties hereto. If no majority decision is reached then the Chairman shall render the decision.
- (h) A single Arbitrator shall have the authority to render a decision which shall be final and binding on the parties.
- (i) The Arbitration Board or Arbitrator by its decision, shall not alter, amend or change the terms of this Collective Agreement.
- (j) Each of the parties to this Agreement shall bear the expense of its nominees to the Arbitration Board. The fees and expenses of the Chairman or single Arbitrator shall be borne equally by the two (2) parties to the dispute.

ARTICLE 10 – DISCIPLINE, DISMISSAL & RESIGNATION

- 10.01 Employees shall not be *disciplined* or dismissed except for just cause.
- 10.02 Caution or Reprimand Notices
- A written notice and reasons shall be given to an employee whenever a breach of discipline has occurred. A copy of the notice shall be sent to the Union and the Manager, Employee Relations.
- 10.03 Meetings
- The Employer must identify the purpose of a meeting prior to its commencement. An employee may request the presence of **union representation** at any meeting:
- (a) Identified by the Employer as being disciplinary in nature, **and in the case of termination the Employer will contact the union office before the meeting;**
 - (b) which is for purposes of investigation and where Security staff or Employer representative(s) other than the employee's Supervisor are present.
- Where **union representation** is available, the request shall be granted.
- 10.04 Suspension & Dismissal Notices
- When it is decided to discipline an employee by way of suspension or dismissal for just cause, the Supervisor shall give the employee notice in writing as to the reason(s) for such action and shall forward a copy of the notice to the Union, and the Manager, Employee Relations.
- 10.05 Notice of Resignation
- A regular or part-time employee resigning from the **Employer's** employ shall be expected to give at least two (2) weeks notice in writing.
- 10.06 Dismissal
- Employees dismissed shall be paid in full for all wages due up to the time of dismissal.

ARTICLE 11 – DISCRIMINATION

- 11.01 The **Employer** shall not threaten, intimidate, harass or unlawfully discriminate against an employee for reasons of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, disability, political affiliation, or for exercising any rights under this collective agreement or any other federal or provincial regulation.
- 11.02 Nothing in this Article shall be cause to reduce the pay of an employee now getting a higher rate of pay for the work classified in the Wage Schedules.

ARTICLE 12 – BULLETIN BOARDS AND DIRECTIVES

- 12.01 Bulletin Boards
The **Employer** agrees to provide bulletin boards suitable for the posting of Union notices and to permit such notices to be posted on these boards subject to the approval of the responsible Manager (as noted on the board).
- 12.02 Directives
The **Employer** agrees to provide the Union with copies of directives or letters which affect the working conditions of the employees covered in this Agreement.

ARTICLE 13 – CLASSIFICATIONS

- 13.01 The provisions of this Agreement apply to all employees of the Company employed in the following classifications and sub-classifications.

Group 1	TELECOMMUNICATIONS TRADES
	<i>Classification</i>
	<i>Sub-Classification</i>
	Cable Technician
	Cablesplicer
	Cable Repair
	Tower
	Central Office Technician
	Network Maintenance
	Network Test (N)
	Network Operations Centre (NOC)
	Repairshop Technician

. Combination Technician	Service Technician Facilities Loader / Dispatcher Network Test (C)
Network Installation Technician	Network Installation
Provisioning Technician	Access Engineering Network Applications Circuit & Network Administration (C & NA) Dial Services

Group 2

BUILDING AND EQUIPMENT TRADES

Classification

Sub-Classification

Carpenter

Electrician

Millwright

Plumber

Refrigeration Mechanic

Telephone Equipment Finisher

Vehicle & Equipment Mechanic **Vehicle & Equipment Mechanic**
Fleet Service Advisor

Group 3

SERVICES

Classification

Building Custodian

Building Maintainer

Chief Rack Employee

Coin Collector

Installation Wiring Assistant

Material Handler

Rack Employee

Repairshop Service Representative

Senior Material Handler

Senior Repairshop Service Representative

Telephone Shop Assistant

Truck Driver

Utility Worker

Vehicle Service Employee

- 13.02 (a) Classifications or sub-classifications shall not be introduced without prior discussion with the Union.
- (b) Classifications or sub-classifications shall not be eliminated without prior discussion and agreement with the Union.
- 13.03 Employees may be moved laterally within the same job classification in a headquarters.
- 13.04 (a) Employees may only change classification by:
 - (1) job posting
 - (2) compassionate / medical transfer
 - (3) redeployment
 - (4) rehabilitative accommodation
 - (5) letters of understanding
- (b) Employees changing classification by any of the above will be provided with all necessary safety and job training.
- 13.05 Employees of one classification shall not do work in another classification which has employees laid off with recall rights.
- 13.06 (a) Historical job classification overlap will be continued and not be restricted by any provisions of this Agreement.
- (b) Employees may temporarily perform work in another classification if there are no employees laid off in that classification; e.g., Combination Technicians may work as Cable Technicians or vice versa; Central Office Technicians may work as Network Installation Technicians or vice versa. This shall not exceed a total of sixty (60) working days in a calendar year.
- (c) Exceptions will be by written agreement between the Union and the **Employer**.

ARTICLE 14 – HOURS OF WORK

- 14.01 Definitions
 - (a) *Day* is a twenty-four (24) consecutive hour period commencing at 00:00.
 - (b) *Week* is a period of seven (7) consecutive days commencing at 00:00 Sunday and ending at midnight the following Saturday.

8.a.2
13.2

(c) Basic hours of work for regular full time employees are 7.5 consecutive hours per day exclusive of a meal period and 37.5 hours per week.

14.02 Shifts

8.b.2.6

- (a) *Shift* means the basic hours of work that a regular full time employee is scheduled to work on any working day.
- (b) *Day shift* is a shift that falls within the hours of 7:00 A.M. and 9:00 P.M. Day shifts are normally 8:00 A.M. to 5:00 P.M. on any five (5) consecutive days.
- (c) *Afternoon shift* is a shift that ends between 9:01 P.M. and midnight inclusive.
- (d) *Night shift* is a shift that ends between 12:01 A.M. and 8:00 A.M. inclusive.

14.03 Scheduling

8.b.2.3

- (a) (1) With the exception of employees choosing to work basic hours of work [14.01(c)], employees must be scheduled to work the standard compressed work schedule unless otherwise agreed between the employees and their Supervisor.
- (2) The standard compressed work schedule shall contain fourteen (14) scheduled eight (8) hour shifts in each three (3) week period as stipulated in 15.03 (a).
- (b) (1) Shift schedules shall be posted six (6) weeks in advance of the date the shift schedule is to become effective.
- (2) The shift schedule shall stipulate the hours to be worked each day including start times, the days to be worked each week, the days off, vacation days, training days and holidays.
- (c) The Employer reserves the right to assign, schedule and change hours of work and shifts, subject to the provisions of this Agreement. All shifts shall be assigned as equally as possible.
- (d) Shift schedules shall provide for two or more consecutive days off in each week. An employee may however, have a single day off between shifts when restarting a shift rotation.
- (e) (1) Shifts will be allowed to cross over midnight provided there is mutual agreement on the start time.

(2) Shifts that cross over midnight may not start before 9:00 P.M. on the employee's day off unless the employee is working compressed shifts of ten (10) hours or longer.

(f) The unpaid meal period shall not exceed one (1) hour. Employee requests for a one-half (½) hour meal period will not be unreasonably denied.

(g) A paid break period, not to exceed fifteen (15) minutes, will be given subject to emergency service requirements, during each half shift.

14.04 Schedule Changes

(a) When an employee's scheduled shift is changed due to a "release" from night shift to day shift without twenty-four (24) hours notice or, from day shift to night shift without seventy-two (72) hours notice, the employee shall be paid a shift change payment of one (1) times the employee's basic hourly rate for each hour worked on the first changed shift only. This payment is in addition to the employee's regular earnings.

Note: A "release" is a situation which will result in a customer approved service outage in order to have work performed.

(b) When an employee's shift schedule is changed for any other reason without seven (7) days notice, the employee shall be paid a shift change payment of one times (1x) the employee's basic hourly rate for each hour worked on the first changed shift only. This payment is in addition to the employee's regular earnings.

(c) The change of shift payment will also be applicable should the first shift of the change be a Sunday, holiday, Christmas Eve or New Year's Eve.

(d) Employees away from work at the time changed shifts are posted shall be notified by their Supervisor of the change.

(e) A change of shift payment is not applicable when an employee is required to work overtime.

14.05 (a) An employee who has completed their scheduled shift and commences a second scheduled shift within **twenty-four (24)** hours from the start of the previous shift shall be paid overtime in accordance with Article 16: Overtime for all time worked within the **twenty four (24)** hour period.

(b) Notwithstanding sub-clause (a) above, there may be sixteen (16) hours between shifts in a shift rotation where the short shift change results in greater time off at the beginning or end of the shift rotation, or where the employee has a short shift change for a release. An employee who has completed their scheduled shift and is required to commence their next shift within the sixteen hour period from the start of the previous shift shall be paid overtime in accordance with Article 16: Overtime for all time worked within the sixteen (16) hour period.

(c) Any employee scheduled to work more than two (2) of the three (3) shift types (days, afternoons, nights) in a week will be paid at the overtime rate for all hours worked on the third shift type.

14.06 An employee may change their scheduled shift with any other qualified employee providing their Supervisor is notified and agrees that the other employee has the required qualifications. The other qualified employee shall then be responsible for the shift coverage at no extra cost to the Employer.

14.07 Subject to 15.03 (c), scheduled work days in a week shall be consecutive unless the employee requests otherwise and the request has been approved by the Supervisor.

ARTICLE 15 – COMPRESSED WORK WEEK

15.01 The provisions of this Article shall supersede the provisions of any other article in this Agreement where there is a conflict between provisions.

15.02 Where employees and their Supervisor agree, other than that contained in 15.03 (a), a compressed work week schedule which meets service requirements may be implemented.

15.03 Compressed Work Week Schedules and Shifts

All employees working a compressed work week schedule will work an average of thirty seven and one half (37½) hours each week except as noted in (a) below:

- (a) The standard compressed work week which must be scheduled, unless an alternative schedule is agreed to by employees and their supervisor, shall contain fourteen (14) eight (8) hour shifts in each three (3) week period to a total of one hundred and twelve (112) hours. In order to bring this compression schedule to the required one hundred and twelve and one-half (112½) hour three (3) week total, and for this compression schedule only, the Employer will grant an additional one-half (½) hour paid credit to the employee.
 - (b) Agreement by an employee to work any schedule other than that stated in 15.03 (a) shall be voluntary.
 - (c) Compressed Days Off shall be consecutive with other days off unless a proven business need exists or the employee requests it on another day.
 - (d) Compressed work week schedules involving shifts greater than ten (10) hours in length require approval from the Union and the Director of Employee Relations.
 - (e) Scheduled compressed work week shifts shall not exceed twelve and one-half (12½) hours on site.
 - (f) Shift schedules shall be posted at least six (6) weeks in advance and must average thirty seven and one-half (37½) hours per week for the schedule period.
 - (g) Employees will be eligible for a change of shift payment if their schedule is changed without proper notice as provided in Article 14.04.
 - (h) Schedules for an employee on a training course may be changed as follows:
 - (1) If the training course coincides with an employee's work leave day, the work leave day should be re-scheduled to another day within the compressed work week rotation where possible.
 - (2) The employee may be scheduled to work five (5) seven and one-half (7½) hour shifts during the week of training if the training course is three (3) or more consecutive days.
- 15.04 Overtime for employees working compressed work week shifts is all hours worked in excess of a regular full time employee's scheduled hours in a day or a week.
- 15.05 Meal and Break Periods
- (a) Meal periods in compressed work week schedules which exceed twenty (20) minutes are unpaid.

- (b) (1) One unpaid meal period of not less than one-half (1/2) hour nor more than one (1) hour shall be provided in compressed work week shifts of eleven (11) hours or less.
- (2) Compressed work week shifts exceeding eleven (11) hours shall provide two (2) paid meal breaks of twenty (20) minutes each.
- (c) Break periods will be provided within two and one half (2 1/2) hours following either the start of the shift or a meal period.

15.06 Vacation

- (a) Vacation entitlement for employees working a compressed work week schedule will be granted as follows:

<i>Years of Service Completed</i>	<i>Entitlement</i>
Less than 1 year	9 ³ / ₈ hours for each month completed
One year	112 ¹ / ₂ hours
Nine years	150 hours
Sixteen years	187 ¹ / ₂ hours
Twenty-five years	225 hours

- (b) Vacation pay will be as provided in Article 18: Vacations and Vacation Pay.

15.07 Holidays

- (a) Employees working a compressed work week schedule who do not work on a holiday will be paid holiday pay equivalent to:
 - (1) The hours the employee would have worked but for the holiday if the employee has completed one hundred and twelve and one-half (112¹/₂) regular hours of work in the thirty (30) days preceding the holiday: or,
 - (2) for employees who have not worked one hundred and twelve and one half (112¹/₂) regular hours in the thirty (30) days preceding, one twentieth (¹/₂₀) of their basic pay in this period.
- (b) An employee working a compressed work week shift on a holiday will be paid at two times (2x) the employee's basic hourly rate for all scheduled hours worked on the holiday. This is in addition to the payment provided in (a).

- (c) (1) If a Company holiday falls on an employee's work leave day, it shall be observed on that day and the employee will be granted another day off in that week.
- (2) Holiday pay for the holiday will be at the employee's regular hourly rate of pay and equal to the hours that the employee was scheduled to have worked on the work day closest to the holiday in the week of the holiday.

15.08 Sick Leave

- (a) Employees working a compressed work week schedule who are absent from work because of illness or non-work related injury will be eligible to receive sick leave pay for scheduled hours of work missed because of the sickness or injury in accordance with Article 24.03.
- (b) Employees working a compressed work week schedule will have their sick leave credits re-instated following completion of either:
 - (1) Four hundred and eighty-seven and one-half (487½) regular hours of work following their return to work in the case of a recurrence of an earlier illness; or,
 - (2) one hundred and sixty five (165) regular hours of work following their return to work in the case of a new illness.

15.09 Either a majority of employees working a compressed work week schedule that is greater than the standard, or their Manager, may revert to the standard compressed work week schedule eight (8) weeks after either notifies the other of their wish to change.

ARTICLE 16 – OVERTIME

16.01 Overtime Requirements

Management shall canvass all available qualified employees for volunteers before assigning overtime. If it becomes necessary to assign overtime, an employee's reasonable excuse for not working overtime shall be given due consideration.

- 16.02 (a) Overtime means all hours or portion thereof worked by an employee in excess of seven and one-half (7½) hours in a day or thirty seven and one-half (37½) hours in a week.
- (b) For employees working a compressed work week shift schedule, daily overtime will be time worked in excess of the employee's scheduled shift.

- 16.03 Overtime shall be paid at two times (2x) the employee's basic hourly rate.
- Overtime shall be paid at two times (2x) the employee's basic hourly rate, except for the:
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- two (2) hours or less of overtime worked immediately preceding an employee's scheduled shift; or,
 - the first two (2) hours worked immediately following an employee's regular shift exclusive of any unpaid meal breaks, which will be paid at one and one-half (1½) times.
- 16.04 (a) An employee working overtime immediately preceding or following their shift, including holiday shifts, will be paid overtime at the rate specified in Clause 16.03.
- (b) An employee working overtime that does not either immediately precede or follow their shift will be paid at the overtime rate for a minimum of two (2) hours or the actual hours worked, whichever is greater.
- (c) (1) An employee who is called out for immediate reporting to work shall be paid travelling time at the overtime rate to and from work. Any subsequent call to return within two (2) hours of the first call will be considered part of the first call out.
- (2) An employee who is called out and works continuously into the beginning of their scheduled shift will be paid overtime at two times (2x) their basic hourly rate from the time of the callout to the beginning of the shift.
- 16.05 Employees who are expected to work more than three (3) hours of overtime either before or immediately after their scheduled shift, are entitled to a fifteen minute paid break. This break cannot be banked.
- 16.06 Rest Period
- (a) This clause shall not apply in the case of a callout overtime work period of less than four (4) hours duration, nor shall it apply when an employee is required to work on a day off.
- (b) An employee who is required to work overtime for a continuous period of four (4) hours or more shall be granted a rest period of eight (8) consecutive hours with no loss in the employee's basic rate of pay subject to the following conditions:

- (1) An employee shall return to work at the end of an eight (8) hour rest period when the rest period ends prior to the beginning of the last session of the employee's scheduled shift.
- (2) When the eight (8) hour rest period extends into the last session of the shift, the employee shall not be required to report for work.
- (3) When, due to the demands of service, an employee is required to work during the complete rest period or any part of the rest period or last session of the shift stipulated in this clause or following the end of the shift, the employee shall be paid at the overtime rate for the hours worked in lieu of the rest period payment for these hours.
- (4) When a sustained overtime period of four (4) hours or more extends into an employee's scheduled shift, the employee shall be paid at the overtime rate for the hours worked in the scheduled shift and shall receive a rest period and payment at the basic hourly rate for the balance of the scheduled shift not worked.

16.07 Overtime will be paid only when approved by the authorizing Supervisor in charge.

16.08 Banking Overtime (V.O. Time)

- (a) A regular full-time employee working overtime shall choose to be paid for the overtime from one of the following:
 - (1) All the overtime to be paid at the overtime rate; or,
 - (2) overtime to be paid at straight time rates for the overtime worked and the employee granted time off equivalent to, and in lieu of, the remainder of the overtime entitlement; or,
 - (3) all overtime to be "banked" and taken as paid time off at a later date.
- (b) Election of method of payment shall be made by the employee prior to the overtime being reported to the Accounting Department.
- (c) For the purposes herein, both the overtime and the premium portion of a Callout Overtime Payment may be banked as well as Holiday Premium.
- (d) All V.O. time compensation either for time off or payments in lieu thereof, shall be based on the employee's V.O. accrued earnings.

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- (e) All accrued V.O. earnings in excess of **forty (40)** hours shall be paid out at the employee's basic hourly rate in the pay period containing **April 30th**.

16.09 Scheduling of V.O. Time-Off:

- (a) A request for V.O. time-off shall be made at least fourteen (14) days in advance wherever possible. A response or acknowledgement shall be given to the employee on the working day following the request being made. The lack of fourteen (14) days notice shall not preclude the granting of V.O. time-off if agreed to by the Supervisor. Where the demands of the service necessitate, the Employer shall have the right to defer a request for V.O. time-off.
- (b) Employees will not be permitted to use V.O. time-off periods of less than one-half (½) hour.
- (c) The scheduling of annual vacations shall take precedence over V.O. time-off.
- (d) Employees shall not be required to use all or any annual vacation prior to requesting V.O. time-off.
- (e) An employee may request a **partial or complete** V.O. time pay out at any time.
- (f) V.O. time will be paid out upon termination, dismissal or resignation.

16.10 Part-time employees working less than the basic hours per day of full-time employees, and who are required to work longer than their regular working day, shall be paid at their basic hourly rate for the hours so worked up to the basic hours for full-time employees, after which the overtime provisions of Clause 16.03 will apply.

ARTICLE 17 – HOLIDAYS AND HOLIDAY PAY

17.01 (a) Company Holidays shall be as follows:

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New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, as known by those names or names substituted for them, Christmas Floater and any other holiday approved by the Company.

- (b) Company Holidays which fall on a Monday to Friday inclusive shall be observed on the day on which they fall. When any of the above holidays fall on a Saturday or Sunday, the following Monday or preceding Friday shall be declared by the Company as a lieu day. For regular shift workers only, Christmas Day will be observed on the actual day it falls.
 - (c) When Christmas Day is observed on a Monday, Boxing Day will be observed on the Tuesday following.
 - (d) The Christmas Float Holiday shall be observed to give five (5) consecutive days off including the weekend as follows:
 - (1) On December 24 when a Christmas Day falls on a Tuesday, a Thursday, a Friday or a Saturday.
 - (2) On December 27 when Christmas Day falls on a Monday or a Wednesday.
 - (3) On December 28 when Christmas Day falls on a Sunday.
 - (e) For employees on shift rotations whose days off do not fall on a Saturday and Sunday, the Christmas Float Holiday will be scheduled to provide for five consecutive days off which must include Christmas Day and Boxing Day. For the purposes of this Sub-Clause Christmas Day is December 25th and Boxing Day is December 26th.**
- 17.02 Civic Holidays
- (a) The Civic Holiday shall be observed on the first Monday in August of each year except in those headquarters where there is an established practice to observe a Civic holiday on another date.
 - (b) When a Civic Holiday occurs during a sick absence period, no additional time will be allowed. The foregoing will also apply in those locations which proclaim an alternate day in lieu of the first Monday of August.
 - (c) Civic Holidays for travelling employees will be those declared at their headquarters.
- 17.03 A Company Holiday shall have the effect of reducing the work week by one (1) day on the occurrence of one (1) holiday or two (2) days on the occurrence of two (2) holidays.

17.04 Holiday Pay

- (a) An employee who works on a Company holiday shall be paid at two times (2x) their basic hourly rate for scheduled hours worked on the holiday. This payment is in addition to that provided in either(b) or (c).
- (b) An employee who has received wages on at least fifteen (15) of the thirty (30) days preceding the holiday is entitled to their regular earnings for the holiday.
- (c) An employee who has received wages on less than fifteen (15) days in the thirty (30) days preceding the holiday is entitled to one twentieth ($\frac{1}{20}$) of their wages earned in the thirty (30) days.

17.05 (a) Any employee whose normal day off falls on a Company approved Civic Holiday, will receive equivalent time off later.

- (b) Employees scheduled to work a Civic Holiday shall be granted equivalent time off with pay at a later date. If at the discretion of their supervisor, such time off cannot be granted, the employee shall be paid two times (2x) their basic hourly rate for all hours worked on the Civic Holiday. Overtime shall not be paid.
- (c) Employees not scheduled to work on a Civic Holiday who are called out to work on a holiday will receive overtime payment in addition to their basic rate of pay.

17.06 Easter Monday

- (a) Employees may request an alternate day in lieu of Easter Monday which may be used to observe a religious holiday or for any other personal reason.
- (b) An employee requesting to take a day in lieu of Easter Monday must submit their request not less than five (5) weeks prior to Easter Monday, otherwise Easter Monday will remain as the employee's holiday. The specific lieu day need not be requested at the time the employee submits their request to take a day in lieu.
- (c) The day in lieu of Easter Monday should be scheduled between January 2nd and December 20th inclusive in any year, however requests to have the lieu day scheduled between December 21 and January 1 will be considered and may be granted subject to the demands of service.
- (d) A request for a day in lieu of Easter Monday should submitted not less than five (5) weeks in advance of the date requested. Requests submitted less than five weeks in advance will be considered and may be granted subject to the demands of service.

- (e) The day in lieu of Easter Monday must be taken within the calendar year and cannot be carried forward to the next year. The day will not be paid out except in the case of layoff or dismissal of the employee.
- (f) An employee may change their scheduled shift with any other qualified employee providing their Supervisor is notified and agrees that the other employee has the required qualifications. The other qualified employee shall then be responsible for the shift coverage at no extra cost to the Company.

ARTICLE 18 – ANNUAL VACATIONS

18.01 Vacation Year

The vacation year for purposes of scheduling will extend from May 1st of one year until April 30th of the following year.

18.02 Vacation Credits

- (a) **All regular employees will accrue $\frac{1}{26}$ of their annual vacation entitlement on each pay period.**
- (b) **Regular employees absent for maternity or adoption leave shall continue to accrue vacation credits for the first twenty (20) weeks of such absence. Accrual of vacation credits will then stop until the employee returns to work.**
- (c) **Regular employees absent on a leave of absence with partial pay will accrue vacation credits at an appropriate prorated rate (e.g. 25% of normal credits when receiving 25% regular pay).**
- (d) **Regular employees absent for a leave of absence without pay, other than those above, shall cease accruing vacation credits the first working day of the leave of absence. Accrual of vacation credits will start again the first working day the employee returns to work.**

18.03 Vacation Entitlement: Regular Employees

- (a) A regular employee who has completed the required years of continuous service shall be entitled to vacation as follows, **with effect on their anniversary date:**

Upon hire an employee will accrue vacation on a biweekly pay period basis and will move to the next tier of vacation accrual one-year prior to their anniversary of hire. The vacation accrual will be incremented as follows:

<i>Service Completed</i>	<i>Vacation Accrual</i>
Less than one (1) year	4.33 hours on a biweekly basis.
One (1) to eight (8) years	4.33 hours on a biweekly basis. 112½ hours of vacation per year.
Nine (9) to fifteen (15) years	5.77 hours on a biweekly basis. 150 hours of vacation per year.
Sixteen (16) to twenty-four (24) years	7.22 hours on biweekly basis. 187½ hours of vacation per year.
Twenty-five (25) or more years	8.66 hours on a biweekly basis. 225 hours of vacation per year.

18.04 Vacation Pay: Regular Employees

- (a) (1) Regular employees shall be entitled to **paid vacation at the employee's regular rate of pay at the time the vacation is taken.**
- (2) **When 4% (or 6% after six (6) years' service) of the employee's gross earnings in the preceding vacation year January 1st to December 31st exceeds the total amount of their vacation pay at their regular rate of pay at the time of taking their vacation, any excess shall be paid to the employee in the pay period which includes January 15th.**
- (b) Gross earnings shall include regular earnings, differentials, over-time pay, holiday pay and vacation pay.

18.05 Vacation Pay: Casual Employees

A casual employee will be paid vacation pay equal to four percent (4%) of their gross earnings **on each pay period.**

18.06 Vacation Scheduling: Regular Employees

- (a) Employees shall have preference to dates for vacation in order of their seniority.
- (b) Vacations will be arranged in accordance with the requirements of service by the Supervisor in charge. Management will ensure that a reasonable number of employees are allotted vacation at any given time.
- (c) Vacation periods may be scheduled in periods consisting of any number of days and may commence on any day of the week provided this can be accommodated.

- (d) Employees' vacation schedules shall be arranged exclusive of Management's vacation schedules.
 - (e) The Employer shall post or circulate a vacation planner on or before February 28 of each year. Regular employees may select their choice for vacation in order of seniority by April 1. After this date vacation will be selected on an as requested basis and granted subject to the demands of service.
 - (f) Employees shall be granted their posted vacation except in cases of extraordinary local or general disturbances caused by storms, floods, fires or accidents. If the employee's vacation is cancelled for any of the above reasons, the employee shall be compensated for the loss of any deposit or prepayment upon presentation of proof of loss. Every consideration will be given to granting the employee's choice for rescheduling the vacation involved.
 - (g) Employees shall not be assigned any Saturday or Sunday shifts at the beginning or end of their vacation period.
 - (h) If an employee who has approved vacation scheduled transfers, the Employer shall honour this scheduled vacation.
- 18.07** (a) Vacation entitlement must be taken by an employee before expiration of the vacation year in which the vacation falls due.
- (b) If an employee requests or due to an unforeseen situation, the employee is unable to take all or part of their annual vacation in the vacation year in which it becomes due, the employee may, with the approval of the Employer, carry over their unused vacation entitlement and vacation pay in accordance with the following:
- 12.6. →
- | <i>Completed Years of
Continuous Service</i> | <i>Vacation Carry Over</i> |
|--|----------------------------|
| One (1) to six (6) years | one (1) week |
| Seven (7) and eight (8) years | no carry over |
| Nine (9) to fifteen (15) years | one (1) week |
| Sixteen (16) or more years | two (2) weeks |
- (c) Vacation entitlement which has been carried over may only be scheduled after April 1 in accordance with Clause **18.06** (e).
- 18.08** If a vacation period comes open for any reason the next employee(s) on the seniority list shall be given the opportunity to utilize that period.

- 18.09 An employee working away from their headquarters will be granted travelling time once a year at the start and end of their annual vacation. If an employee chooses to split their vacation, subject to the provisions of this Article, they shall be allowed travelling time to and from their headquarters twice during any vacation year with transportation supplied.
 - 18.10 When a holiday (Employer or Civic) occurs during an employee's vacation period, the employee will be allowed one (1) additional day of vacation for each holiday (Employer or Civic) which may be taken at a time suitable to the employee and their Supervisor.
 - 18.11 A regular employee who is unable to use their vacation entitlement before the end of the vacation year because of illness will have their vacation entitlement and vacation pay carried over to the following vacation year. The employee may request to use their vacation entitlement and receive their vacation pay in lieu of sick leave benefits.
 - 18.12 Pay in Lieu of Vacation
- 12.6.6 Regular employees whose employment ceases for whatever reason, shall be paid in accordance with Clause 18.04 for all earned and outstanding vacation entitlement up to and including the last day worked. An adjustment shall be made on the final pay cheque of an employee who has taken vacation entitlement in excess of that to which they were actually entitled at the date of termination of their employment.

ARTICLE 19 – MATERNITY LEAVE

- 19.01 ¹ An employee who has completed six (6) months of service is entitled to a maximum of twenty (20) weeks of maternity leave without pay. _{1 2 3}
- 19.02 An employee wishing to take maternity leave shall notify the Employer in writing at least four (4) weeks in advance of the commencement date and length of such leave. At that time, the employee will provide a doctor's certificate verifying the pregnancy.
- 19.03 An employee who wishes to change the length of her leave shall give not less than four (4) weeks notice in writing of any change in the length of leave intended to be taken.
- 19.04 The period of maternity leave shall not exceed twenty (20) weeks in length and may commence not earlier than fourteen (14) weeks prior to the estimated date of confinement and shall end not later than twenty (20) weeks following the actual day of confinement.

- 19.05 The Employer shall not require an employee to take a leave of absence from employment unless the employee is unable to perform an essential function of her job and there is no appropriate alternate job available. The employee shall only be required to take the leave of absence for such time as she is unable to perform that essential function.
- 19.06 An employee returning from maternity leave shall be reinstated in the position that she occupied when the maternity leave commenced. Where for any valid reason the Employer cannot reinstate the employee in her former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same headquarters area.
- 19.07 Alberta Health Care Insurance Plan, **Supplementary Health**, Dental and Vision Care Plans and Group Insurance Contributions
- (a) A regular employee who has been granted maternity leave, shall authorize (through the form "Furlough Deduction Notice") the Employer to deduct from her final pay, the necessary funds required to cover the employee's portion of contributions to Alberta Health Care Insurance Plan, **Supplementary Health**, Dental and Vision Care Plans and Group Insurance, for the whole period of maternity leave plus one (1) month's deduction.
- (b) The Employer will continue to pay the Employer's portion of contributions to Alberta Health Care Insurance Plan, **Supplementary Health**, Dental and Vision Care Plans and Group Insurance for the whole period of maternity leave.
- 19.08 Suspension of Increases
- A wage increase falling due during the period of maternity leave will be suspended during the period of leave with credit for time worked being applied in the establishment of a new scheduled date, upon return to work.
- Fifteen (15) days or less in a month will not be counted as any portion of a month and more than fifteen (15) days will be counted as a full month for purposes of increases only.
- 19.09 (a) An employee who has been granted maternity leave shall authorize the Employer to deduct from her final pay prior to commencing the leave, the necessary funds required to cover one (1) month's Union dues.
- (b) When the employee returns to work, the Employer will resume deduction of Union dues.

- (c) Union dues voluntarily contributed for the entire period of leave will be forwarded by the Employer to the Union.

ARTICLE 20 – CHILD CARE LEAVE

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- 20.01 An employee who has completed six (6) months of service and who ~~adopts a child or has care and custody of a new-born child~~ shall be entitled to leave without pay of up to ~~twenty-four (24) weeks~~. This period, in the case of adoption, commences when the child comes into the employee's care. Otherwise the period may commence on the day the child is born, or the day the child comes into the employee's care, or on the expiration of the mother's maternity leave.
- 20.02 (a) An employee who intends to take a child care leave shall notify the Employer in writing at least four (4) weeks prior to commencing such leave and include the length of leave intended to be taken.
- (b) An employee who wishes to change the length of the leave shall provide four (4) weeks notice in writing of any change to the length of the leave.
- 20.03 An employee returning from child care leave shall be reinstated in the position occupied when the child care leave commenced. Where for any valid reason the Employer cannot reinstate the employee in their former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same headquarters area.
- 20.04 The aggregate amount of unpaid child care leave that may be taken by two (2) employees in respect of the birth or adoption of any one (1) child shall not exceed twenty-four (24) weeks.
- 20.05 Alberta Health Care Insurance Plan, Supplementary Health, Dental and Vision Care Plans and Group Insurance Contributions
- (a) A regular employee who has been granted child care leave, shall authorize (through the form "Furlough Deduction Notice") the Employer to deduct from their final pay, the necessary funds required to cover the employee's portion of contributions to Alberta Health Care Insurance Plan, Supplementary Health, Dental and Vision Care Plans and Group Insurance, for the whole period of child care leave plus one (1) month's deduction.

- (b) The Employer will continue to pay the Employer's portion of contributions to Alberta Health Care Insurance Plan, Supplementary Health, Dental and Vision Care Plans and Group Insurance for the whole period of child care leave.

20.06 Suspension of Increases

A wage increase falling due during the period of child care leave will be suspended during the period of leave with credit for time worked being applied in the establishment of a new scheduled date, upon return to work.

Fifteen (15) days or less in a month will not be counted as any portion of a month and more than fifteen (15) days will be counted as a full month for purposes of increases only.

- 20.07 (a) An employee who has been granted a child care leave shall authorize the Employer to deduct from the employee's last pay prior to commencing the leave and forward to the Union one (1) months dues.
- (b) When the employee returns to work, the Employer will resume deduction of Union dues.
- (d) Union dues voluntarily contributed for the entire period of leave will be forwarded by the Employer to the Union.

ARTICLE 21 – ADOPTION LEAVE

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21.01 An employee who has completed six (6) months of continuous service may request a leave of absence without pay or benefits not to exceed twenty (20) weeks for the purpose of adopting a child. Such leave is subject to the demands of service and must be taken immediately following any leave taken pursuant to Article 20. Child Care Leave. ~~Approval for adoption leave will not be unreasonably withheld.~~

21.02 Requests for adoption leave must be submitted in writing to the employee's Supervisor not less than four (4) weeks prior to the anticipated commencement date of the adoption leave.

21.03 An employee returning from adoption leave shall be reinstated in the position occupied when the adoption leave commenced. Where for any valid reason the Employer cannot reinstate the employee in their former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same headquarters area.

- 21.04 A regular employee who has been granted adoption leave shall authorize the Employer to deduct from their final pay or pay to the Employer, the necessary funds required to cover the premiums to Alberta Health Care Insurance Plan, Supplementary Health, Vision and Dental Care Plans and Group Insurance for the entire period of adoption leave plus one (1) month.
- 21.05 When the employee returns to work, the Employer will resume deduction of Union dues.
- 21.06 Union dues voluntarily contributed for the entire period of leave will be forwarded by the Employer to the Union.

ARTICLE 22 – SAFETY

- 22.01 Both Parties to this Agreement recognize the requirement to use protective safety equipment supplied by the Employer. The Employer shall ensure that each employee is made aware of these requirements, safety rules and regulations.
- 22.02 Employees shall abide by all Company safety regulations and wear or use protective equipment provided by the **Employer**.
- 22.03 The Company shall ensure the safety of employees while at work.
- 22.04 The Union fully supports safety initiatives and will endeavour to ensure its members follow any safety procedures. The Union may make recommendations from time to time related to safety matters which will be considered by the Company.
- 22.05 Safety Training
- (a) The **Employer** shall provide health and safety training and education, including regular upgrade training, sufficient to enable each employee to work with minimum risk at all jobs they may be assigned.
 - (b) No employee shall be required to perform any job or use any tools or equipment for which they have not received proper instruction.
 - (c) All tools and equipment provided by the **Employer** and used by employees shall be inspected in accordance with Company regulations.
- 22.06 Where an employee while at work has reasonable cause to believe that:

- (a) The use or operation of a tool or equipment constitutes a danger to the employee or another employee; or,
 - (b) a condition exists in any place that constitutes a danger to the employee, the employee may refuse to use or operate the tools or equipment or to work in that place.
- 22.07 An employee may not refuse to use or operate the tool or equipment or to work in a place if:
- (a) The refusal puts the life, health or safety of another person directly in danger; or
 - (b) the danger referred to in clause 22.06 is inherent in the employee's work or is a normal condition of employment.
- 22.08 Safety Footwear
- (a) Employees required to work in designated foot protection areas will be eligible for reimbursement for the purchase of CSA approved footwear to a maximum of one hundred dollars (\$100.00) per calendar year. **The employee shall be allowed to accrue and claim this reimbursement once in two (2) calendar years for a maximum reimbursement of two hundred dollars (\$200.00).**
 - (b) Confirmation of the requirement for safety footwear is required from the employee's supervisor prior to purchase.
- 22.09 Working in Bad Weather
- The nature of the work, weather conditions, service requirements, and the health and safety of the employee will be given full consideration by the supervisor in deciding whether or not outdoor work should be done. Employees must report for duty.
- 22.10 Safety representatives shall be allowed access to all work locations.

ARTICLE 23 – ACCIDENT COMPENSATION

- 23.01 All injuries occurring to an employee at work must be reported within forty eight (48) hours to the employee's Supervisor.
- 23.02 (a) A regular employee suffering an injury at work which entitles them to compensation under the Workers' Compensation Act will be paid from the first day of absence following the work injury in accordance with the Accident Compensation Schedule.

(b) Accident Compensation Schedule

Compensation Credits

<i>Service Period</i>	<i>(Hours paid at Employee's Basic Hourly Rate)</i>
7-12 Months	37.5
Year 2	75.0
Years 3, 4 & 5	150.0
Years 6 - 15 (inclusive)	750.0
Years 16 - 20 (inclusive)	975.0
Years 21 - 25 (inclusive)	1462.5
Each year after 25	1950.0

(c) Any regular employee who exhausts their compensation credits before being able to return to work will receive any further compensation to which they are entitled directly from the Workers' Compensation Board.

(d) A regular employee's sick leave benefits will not be affected while on compensation.

23.03 A casual employee who is absent from work because of an injury suffered at work will receive compensation to which they are entitled under the Workers' Compensation Act directly from the Worker's Compensation Board.

23.04 If an employee is again absent because of an injury suffered at work and before the employee has completed 487.5 regular hours of work, a continuing accident compensation claim will be presumed. Compensation credits will be resumed from the first day of the new absence and continued until the employee either returns to work or exhausts their compensation credits.

23.05 An employee completing 487.5 regular hours of work will re-establish full compensation credits.

23.06 Employment Anniversary Date

An employee completing service which entitles them to additional compensation credits will:

(a) Be allowed to use the additional credits, required, without having to return to work; or,

- (b) have the additional credits added to their remaining credits if the employee had less than full compensation credits; or,
- (c) be granted full compensation credits if the employee has completed 487.5 regular hours of work following their return to work from a compensable injury.

ARTICLE 24 – SICK LEAVE

24.01 An employee who is unable to work due to sickness is required to notify their Supervisor **or designated person or area as directed by their Supervisor**, as soon as possible **before work**, and in any case, within the first two (2) hours of such absence. Failure to report and in the absence of satisfactory reason(s), disciplinary action may result.

24.02 Sick leave credits shall be computed **from the date of hire**.

24.03 Sick Leave Credits

Sick Leave absence will be paid in accordance with the following table:

<i>Service Period</i>	<i>Hours @ Full Pay</i>	<i>Hours @ 70% Pay</i>
0–3 months	0	0
4–6 months	0	562.5
7–12 months	37.5	525.0
2nd year	75.0	487.5
3–5 years	150.0	412.5
6–10 years	487.5	487.5
11–15 years	750.0	1200.0
16–20 years	975.0	975.0
21–25 years	1462.5	487.5
Over 25 years	1950.0	0

24.04 In accordance with the preceding schedule an employee absent because of illness shall be considered to be on sick leave from the first day providing they notify their Supervisor in compliance with Clause 24.01.

In doubtful circumstances, the Supervisor may require a physician's certificate and shall advise the employee of this requirement prior to their return to work. Upon return to work the employee has the option of submitting the certificate to their Supervisor or directly to the **TELUS** Medical Department.

When a Supervisor requires that an employee obtain any physician's documentation, the employee shall be reimbursed for the portion of the physician's fee not covered by the Provincial Health Care Plan for obtaining such documentation. A receipt will be required.

- 24.05 (a) A regular employee who has advised their Supervisor that they are unable to continue working because of illness or injury, shall continue to receive their basic hourly rate of pay for the balance of their scheduled hours of work on that day with no reduction of sick leave credits.
- (b) A casual employee commencing a session who is unable to continue working because of illness or injury shall be assumed to have worked the session and will be paid accordingly.
- 24.06 Notwithstanding the provisions of the foregoing clauses, where the absence is frequent, extended or seriously interferes with the effectiveness of a production unit upon request, a physician's certificate must be produced. Likewise, a medical consultation may be required by a physician appointed by the Company.
- 24.07 Cases of quarantine will be dealt with individually, as occasion demands and may be paid for subject to the limiting conditions of this sick leave article.
- 24.08 Reinstatement of Sick Leave Credits
- Employees will have their sick leave credits re-instated following completion of either:
- (a) Four hundred and eighty-seven and one-half (487½) regular hours following their return to work in the case of a recurrence of an earlier illness; or,
- (b) one hundred and sixty-five (165) regular hours following their return to work in the case of a new illness.
- 24.09 Additional Sick Leave Credits
- A regular employee who passes an anniversary date which qualifies them for additional sick leave credits may immediately utilize these additional credits

- 24.10 If all sick benefits have been exhausted, the employee may have vacation entitlement and pay advanced to them with the authorization of the Employer.
- 24.11 (a) Sick Leave shall apply if an employee becomes incapacitated by reason of sickness or accident during their vacation.
- (b) Upon return to work, the employee must provide to the manager or the Medical Department a physician's documentation of the illness and the name, address and the phone number of the doctor who provided treatment. The physician's documentation may be verified by the Employer's medical advisor if necessary.
- 24.12 The **Employer** may stop payment of sick leave credits if, in their opinion, disability is caused by wilful negligence of the employee, e.g. employee refuses to follow prescribed treatment plan.
- 24.13 The **Employer** may recover (subrogate) money paid to an employee under terms of this article or the disability benefit plan if the employee receives a compensating payment as a result of action against a third party. It is not the intent to subrogate any wages paid by additional insurance which the employee may have.

ARTICLE 25 – PRE-PAID HEALTH BENEFITS

- 25.01 Alberta Health Care Insurance Plan
- 13 A.F.2 For all regular employees covered by this Agreement who are enrolled or become enrolled in the Alberta Health Care Insurance Plan, the **Employer** shall pay seventy-five percent (75%) of the contract premium. The employee shall pay the balance of the premium through payroll deduction.
- 25.02 Supplementary Health Plan
- For all regular employees covered by this Agreement who are enrolled or become enrolled in the Supplementary Health Plan, the **Employer** shall pay seventy-five percent (75%) of the contract premium. The employee shall pay the balance of the premium through payroll deduction.

25.03 Dental Plan

13A.E.5

For all regular employees covered by this Agreement who are enrolled or become enrolled in the Dental Plan, the Employer shall pay eighty-five percent (85%) of the Dental Contract premium and fifty percent (50%) of the Orthodontics Care premium. The employee shall pay the balance of the premiums through payroll deduction.

25.04 Vision Care Plan

13A.E.13

For all regular employees covered by this Agreement who are enrolled or become enrolled in the Vision Care Plan, the Employer shall pay seventy-five percent (75%) of the contract premium. The employee shall pay the balance of the premium through payroll deduction.

25.05 Group Insurance Plan

13A.E.1

- (a) For all employees covered by this Agreement who are enrolled in the regular Group Life Insurance Plan implemented on July 1, 1971, the Employer shall pay one-half (1/2) the premium cost up to a maximum of \$2.00 as outlined in the Regular Group Life Insurance Plan and the employee shall pay the balance of the premium through payroll deduction.
- (b) For all regular employees who are enrolled or become enrolled in the basic Group Insurance, the Employer shall pay fifty percent (50%) of the contract premium. The employee shall pay the balance of the premium through payroll deduction.

25.06 Employee Benefits

All benefits currently enjoyed by employees covered by this Agreement shall not be reduced or withdrawn during the life of the Agreement.

ARTICLE 26 -- JOB POSTINGS

- 26.01 (a) The Employer agrees to post all regular Craft bargaining unit job vacancies including acting assignments not filled by:
 - (1) Compassionate or medical transfers; or,
 - (2) surplus employees in accordance with Article 33: Redeployment; or,
 - (3) lateral moves within a job classification in a headquarters area; or,
 - (4) recall of laid off employees.

- (b) 26.01 (a) notwithstanding, where circumstances require a deviation from posting, the reasons must be discussed with and agreed to by the Union before filling the vacancy.
 - (c) Job postings shall set out the job functions, classification or sub-classification, wage rate, headquarters, qualifications required for the job and other pertinent information.
 - (d) Job postings in classifications with employees on recall shall be restricted to applicants from within that classification.
- 26.02 In filling job vacancies, the job shall be awarded on the basis of seniority, ability and qualifications.
- 26.03 (a) Employees with six (6) or more continuous years of service with the Employer at the location where they are headquartered at the time of bidding shall suffer no restriction of movement for job postings. **Employees bidding on ATI postings may be restricted for a period of six (6) months at the time of bidding. Once the restriction has expired, no further restrictions on ATI postings shall apply to the employee.**
- (b) It is understood that employees accepting job posting on permanent positions shall be expected to remain in that position for a minimum of two (2) years to ensure continuity of production.
- 26.04 (a) Employees who bid on a job with a higher hourly rate of pay than their present position shall not be classed as "not releasable" as this shall be classified as a promotional job. Jobs that have higher potential earning power within the job itself shall also be classed as promotional.
- (b) An applicant who cannot be released on a lateral posting will be given a letter by their Supervisor outlining the reason(s) why they cannot be released and when it can be expected that they can be released. This period shall not exceed twelve (12) months.
 - (c) A mutually agreeable transfer date for any successful applicant must be negotiated by the departments concerned. An employee will be released no later than sixty (60) days after being chosen as the successful candidate.
- 26.05 The Employer will attempt to place an employee in another position if it is found that the employee cannot fulfill the position to which they were transferred.
- 26.06 Casuals will be able to bid on job postings that specify "applications from casuals and outside people will be considered."

26.07 The name(s) of the successful candidate(s) shall be communicated by letter to all applicants and to the Union office within seven (7) days after selection approval.

ARTICLE 27 – APPRENTICESHIP

27.01 Apprentice

An apprentice is an employee serving or training in a recognized Provincial Apprenticeship program

27.02 Apprenticeship Opportunities

- (a) Apprenticeship opportunities shall be filled in accordance with Article 26: Job Postings but may be restricted to employees not holding a journeyman certificate in the trade having the opportunity.
- (b) Successful applicants must satisfy all Provincial Apprenticeship Board entrance requirements.
- (c) All new regular employees hired into trade classifications who do not have an appropriate journeyman certificate will be indentured into the applicable trade apprenticeship.

27.03 Apprenticeship Wages

- (a) The initial wage placement for employees entering an apprenticeship training program will be at year 1 of the applicable wage progression. An employee receiving credit from the Apprenticeship Board will be advanced to the year matching the credits granted. **An employee having previous education and/or experience will be hired at a rate decided upon by the Employer.**

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- (b) The wages for any particular apprenticeship training program shall be as provided in the applicable Apprentice and Journeyman Wage Schedule.
- (c) The **Employer** shall pay employees on apprenticeship training their basic rate of pay. The monies paid to employees from the apprenticeship board will be turned over to the **Employer**.

27.04 Training Expenses

Employees attending apprenticeship training will have eligible expenses paid in accordance with Article 34: Meals, Lodging, Transportation and Travelling Time.

- 27.05 Failure to Progress
- (a) An apprentice who does not successfully complete any year of apprenticeship training will have their wage rate "frozen" at their current level and be allowed to repeat the year at **Employer** expense.
 - (b) Should an apprentice be unsuccessful in completing this repeated year, the employee will be allowed a second repeat at their own expense.
 - (c) Should the apprentice be unsuccessful in completing this second repeat, they may be terminated without recourse to the grievance procedure.
- 27.06 Layoffs
- (a) An apprentice who has been laid off but has completed sufficient hours to qualify them for the next year of formal apprenticeship training will be eligible for expenses as provided in 27.04 to complete the training for that period.
 - (b) A laid-off apprentice taking formal apprenticeship training will not be deemed to have been recalled if the employee would not have otherwise been recalled.
- 27.07 Apprentices shall work with a journeyman at the ratio listed in the Trade Regulations.

ARTICLE 28 – EXTRA-TERRITORIAL ASSIGNMENTS

Whereas from time to time requests are made of **the Employer** to release from their service employees covered by this Craft & Services Employees Collective Agreement (hereinafter referred to as the Collective Agreement) between the Union and **the Employer** to work for extra-territorial employers beyond the territorial boundaries of the Province of Alberta;

And whereas the Union and **the Employer** are prepared to agree to release such employees on the basis such releases will be made in accordance with the following procedures and conditions.

28.01 Now therefore the parties mutually agree one with the other:

For the purposes of this Article, an extra-territorial employer can be ATI, Telecentral or other extra-territorial employers agreed to by **the Employer** and the Union.

- 28.02 In the event of any request for work with an extra territorial employer beyond the territorial boundaries of the Province of Alberta the Employer will post same as follows:
- (a) The posting shall remain open for bids for fourteen (14) days.
 - (b) The posting will contain the job functions, classifications, location, proposed starting date, proposed duration and all other known pertinent information.
 - (c) Employees may apply for the posting.
 - (d) Successful applicants will be offered employment in writing. An offer of employment shall include the minimum requirements contained in this Agreement. In addition, the offer may contain other terms and conditions of employment which exceed the said minimum requirements.
 - (e) The applicant shall accept or reject the offer within forty-eight (48) hours of its receipt by the employee. Acceptances shall be in writing. Applications for postings may be withdrawn by the employee at any time prior to acceptance of the offer.
 - (f) Acceptance of the offer shall mean the employee is ineligible during the period of their extra-territorial employment to bid on any vacancies or transfers or promotions within the bargaining unit. The employee shall, however, be eligible to bid during that time on another extra-territorial opportunity.
 - (g) Upon acceptance of the offer by an employee, the Union shall immediately be notified of the terms and conditions not stated herein, the location of the employee and an address through which the Union may contact the employee by mail. A copy of the accepted offer shall immediately be forwarded to the Union.
 - (h) Any posting shall be deemed to be a lateral posting within the meaning of the Collective Agreement.
 - (i) Where circumstances cause a deviation from the policy of posting opportunities, the Union will be notified in writing stating the reasons for the deviation.
- 28.03 The period of release shall commence at the time the employee commences their employment with the extra-territorial employer.

- 28.04 Upon any of the events set out in this paragraph occurring, the employee shall be returned as an employee of **the Employer** to the same classification at the same headquarters they were in at the time of accepting the extra-territorial offer. The employee shall accrue seniority and benefit service as if they were an employee of **the Employer** for the period for which they have been released until:
- (a) Completion of job.
 - (b) Completion of the terms set out in the accepted offer.
 - (c) The extra-territorial employer ends the employment relationship for any reason.
 - (d) Mutual consent of **the Employer** and the employee; such consent by **the Employer** not being unreasonably withheld.
 - (e) The employee is terminated from **the Employer** following expiry of the recall period provided in Article 32: Layoff and Recall of this Agreement.
- 28.05 The terms of the written offer shall contain the following minimum requirements:
- (a) The basic hourly rate of pay shall not be less than the rate plus ten percent (10%) paid to an employee from time to time for that classification under the Collective Agreement.
 - (b) There shall be no obligation to pay any differentials, bonuses, allowances, premiums or like payments set out in the Collective Agreement except as provided for herein or as provided for in the offer and acceptance.
 - (c) Overtime shall be paid at double time the Collective Agreement classification rate for all hours worked over eight (8) hours a day or eighty (80) regular hours in the fourteen (14) day period.
 - (d) The equivalent to the number of holidays set out in the Collective Agreement will be granted and taken at a time mutually agreed to.
 - (e) Vacation entitlements will be as set out in the Collective Agreement and accrued as if there was no break in service. The scheduling of such vacations will be as mutually agreed and in the event that a scheduled vacation has not been taken prior to returning to **the Employer, the Employer** agrees to honour any agreed-to scheduled vacation.

Vacation pay shall be calculated as a percentage of the employee's regular earnings exclusive of overtime pay when working with an extra territorial employer.

- (f) Employees working with an extra-territorial employer who would otherwise be laid off under terms of this Agreement shall be given notice of layoff from **the Employer** as required by this Agreement but may continue employment with the extra territorial employer under the terms contained herein; and:
 - (1) be returned to their headquarters and immediately laid off following the end of the assignment if they have not been recalled as provided in this Agreement; or,
 - (2) be returned to their headquarters and terminated following the end of the assignment provided the recall period in this Agreement has expired; or,
 - (3) be given recall notice if applicable as provided in this Agreement. An employee working on an extra territorial assignment who receives a recall notice from **the Employer** will be expected to fulfil the extra-territorial assignment before returning to **the Employer**.
- (g) Medical, dental, vision and group life insurance coverage will be maintained for any dependents and the employee will be covered by equivalent benefits for all time out of the employ of **the Employer** and will immediately recommence for the employee upon their return to **the Employer**.
- (h) The Pension Death Benefit will continue to be applicable for any affected employee. Benefit service within the meaning of the applicable plan will accrue for all time served with the extra-territorial employer.
- (i) Employees taking assignments in continental North America shall receive at least one (1) economy return ticket by air for each four (4) weeks of extra-territorial service. Such ticket may be used either by the employee or a dependent. The time at which the ticket may be used shall be mutually agreed between the employee and the extra- territorial employer.
- (j) Employees taking extra-territorial assignments outside of continental North America shall receive reasonable economy return air transportation to allow them to return on a regular basis to their home at a mutually convenient time.

- (k) In the event that the employee and the extra-territorial employer agree that the employee will move their residence to an extra-territorial location during their assignment then they shall not be eligible for the return travel set out in 5(i) or 5(j) or the allowances set out in 5(n), 5(o) and 5(p) unless they are working at a location other than the location of their new residence. In the event that the location of the extra-territorial assignment is within the continental United States then the amount they shall receive, pursuant to Sections 5(a) and 5(c) herein, shall be paid in U.S. dollars.
 - (l) Employees shall receive all sick leave and other leaves, except jury duty and election leave. in accordance with the provisions of the Collective Agreement.
 - (m) The employee shall receive economy air transportation to the location of the extra-territorial assignment upon commencement and upon completion to their **TELUS** headquarters
 - (n) An allowance for meals for each day of the extra-territorial assignment will be made as follows:
 - (1) Breakfast \$ 7.50
 - (2) Lunch \$ 9.00
 - (3) Supper \$ 16.00
 - (o) An employee will receive reasonable and actual expenses for commercial lodging upon the production of receipts.
 - (p) An employee will receive an incidental expense of five dollars (\$5.00) per day of the extra-territorial assignment.
 - (q) In the event that local conditions necessitate, the extra-territorial employer shall grant meal allowances in excess of those set out in Art. 28.05(n). It is agreed that in the event that the location of the employee is in the United States then the payment of the meal allowances and incidental allowance shall be made in U.S. dollars.
- 28.06 Notwithstanding anything contained herein, any employee who has accepted, whether such acceptance is in writing or not, an offer prior to the execution of this Agreement on terms and conditions more advantageous to the employee than those set out herein, such terms and conditions shall continue until completion of the job or completion of the terms accepted in the offer, whichever last occurs.
- 28.07 **The Employer** shall cause to be paid to the Union all Union dues and fees' for each affected employee during the time they are working under the extra-territorial accepted offer.

- 28.08 In the event that the employee or the Union or **the Employer** have a difference as to the interpretation, application, operation, contravention or alleged contravention, including any question of arbitrability relating to this Memorandum of Agreement or the offer made hereunder then it shall be resolved as follows
- (a) Within fourteen (14) calendar days of the date of the alleged occurrence causing the difference, the affected employee shall file a grievance with Employee Relations. A copy of the grievance shall be also filed with the Business Manager of the Union. The Business Manager of the Union and Employee Relations of **the Employer** shall attempt to settle the grievance within fourteen (14) calendar days of receipt. In the event that a settlement cannot be achieved, the Union may, in accordance with the procedures set out in the Collective Agreement, refer the matter to arbitration.
 - (b) If either the Union or **the Employer** believes a difference exists then the Business Manager of the Union or Employee Relations shall, within fourteen (14) calendar days of the alleged occurrence of the difference, file a written grievance with the other. They shall, within fourteen (14) calendar days of receipt, attempt to settle the difference. If unsuccessful then either party, in accordance with the procedure set out in the Collective Agreement, may refer the difference to arbitration.
 - (c) The Arbitration Board and its award shall be subject to the provisions of the Canada Labour Code and regulations thereunder.
- 28.09 Upon acceptance of the offer by the employee, the extra-territorial employer and the employee shall execute a contract of employment in the terms of the accepted offer and upon such execution, the employee shall for the period of the release set out above be deemed to be an employee of the extra-territorial employer. The employee shall remain an employee of **the Employer** until the period of release commences.
- 28.10 **The Employer**, at all times, guarantees the terms and conditions of any executed contract of employment between an extra-territorial employer and the employee.
- 28.11 The parties to this Agreement recognize the requirement to follow safe work practices when performing work and to use protective safety equipment supplied by the Employer. The Employer shall ensure that each employee is aware of this requirement and all applicable safety rules and regulations.

28.12 This Memorandum of Agreement shall be considered an amendment to the Collective Agreement and shall replace and supersede the Collective Agreement as it relates solely to the releasing of employees covered by the Collective Agreement for extra-territorial employment. The terms of this Agreement shall be binding on the Union, the Employer and the employee. Its term shall coincide with the term of the Collective Agreement as it forms part of the Collective Agreement. In all other aspects, the Collective Agreement is hereby confirmed.

ARTICLE 29 – ACTING ASSIGNMENTS

- 29.01 Acting assignments for craft employees may be within **the Employer** or with outside employers not covered by Article 28: Extra-Territorial Assignments
- 29.02 Craft employees may accept acting assignments:
- (a) with outside employers or Operations Development Alliance (ODA) assignments for periods not exceeding thirty six (36) months, or,
 - (b) in out of scope professional positions within **the Employer** for periods not exceeding twelve (12) months.
- 29.03 Filling Acting Assignments
- (a) Acting assignments shall be posted in accordance with Article 26: Job Postings.
 - (b) Advance postings may be issued to identify interested, qualified employees to fill these assignments.
 - (c) Successful applicants for acting assignments shall be selected on the basis of seniority, ability and qualifications.
- 29.04 Employees accepting an acting assignment will receive a minimum additional five percent (5%) increase to their regular rate of pay.
- 29.05 Employees accepting an acting assignment will continue to pay union dues based on their last craft rate of pay.
- 29.06 Employees on acting assignments shall have benefits maintained at a level not less than that contained in this or any successor agreement.
- 29.07 Employees on acting assignments shall continue to accrue seniority.

- 29.08 Layoffs and Acting Assignments
- (a) In the event of a layoff, employees on acting assignments who would otherwise be laid-off may complete their acting assignment.
 - (b) The recall period for these employees shall commence from the date they would have been laid off but for the acting assignment.
 - (c) If the acting assignment is completed before the employee is eligible to be recalled, the employee will be returned to their headquarters and laid off.
 - (d) If the recall period for any employee on an acting assignment expires, the employee will be returned to their headquarters and terminated following completion of their acting assignment.

- 29.09 Return from Acting Assignments
- (a) Employees returning from an acting assignment within **the Employer** will be returned to a position in the same classification and headquarters from which they left.
 - (b) Employees returning from an acting assignment outside **the Employer** will be returned to a position in the same classification. The Employer will attempt to return the employee to a position in the headquarters from which they left.
 - (c) Employees returning from acting assignments will have their wage rate readjusted to that which would have been in effect had the employee continuously occupied that position.

ARTICLE 30 – WORK SECURITY

30.01 Managerial or Professional (MP) employees shall not do work which is normally carried out by Craft and Services bargaining unit employees. However, occasions may arise when MP employees are required to do bargaining unit work in training demonstrations, restoration of service where an accident occurred or emergency work is necessary to plant, equipment, machinery or other unforeseeable or unpreventable circumstances occur. These occasions should be considered exceptions and not normal operating practice.

30.02 Contracting Out

The Employer shall give notice in writing to the Union before contracting out any work that has historically been done by the employees in the bargaining unit. Such notice shall state the reasons for the contracting out.

ARTICLE 31 – TECHNOLOGICAL CHANGE

- 31.01 If a decrease of work necessitating a reduction in the work force results from technological change, such as new equipment, office upgrading or new techniques, and not from adverse economic conditions or voluntary resignations, then the **Employer** shall use its best efforts to train all affected employees desiring such training, so ~~the~~ employees may be qualified to accept employment in other phases of the operation of the system.
- 31.02 Regular employees who suffer loss of employment as a direct result of technological change shall be paid a separation of employment allowance **in accordance with Clause 32.12 – Severance Pay.**
- 31.03 If any employee who has been paid a separation allowance is subsequently re-engaged and again separated, the separation allowance in the instance of the second, or any subsequent separation will be based on the date of last re-engagement.

ARTICLE 32 – LAYOFF / RECALL

- 32.01 In the event that the **Employer** decides to reduce the number of regular employees, the **Employer** shall:
- (a) Notify the Union in writing not less than sixteen (16) weeks prior to the reduction. The notice will include the classifications affected, number of employees, seniority date, and the reasons for the proposed reduction; and,
- (b) establish a joint committee with the Union to consider alternatives to and otherwise mitigate the effects of the proposed downsizing. The committee shall be a maximum of six (6) people equally represented by the **Employer** and Union and will meet within two (2) weeks of the notice. Alternatives may include voluntary resignation incentives, targeted resignation incentives, retraining / reskilling or redeployment to other classifications or other appropriate alternatives; and,
- (c) jointly with the Union consider an out-placement program to assist laid off employees; and,
- (d) verify employee seniority and classification of those affected prior to the layoff.

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- 32.02 Not less than ten (10) weeks prior to the layoff, the Employer will:
- (a) Send a notice to each affected employee containing:
- (1) employee entitlements at time of layoff (e.g. benefits, UIC, etc.),
 - (2) options being considered by the joint committee,
 - (3) if known, the expected return date,
 - (4) obligations of employee with respect to recall, and change of address,
 - (5) information on what constitutes conflict of interest.
- (b) Notify the Union in writing of the name, classification, seniority date and headquarters of the employees to be laid off.
- 32.03 Should the **Employer** decide to reduce the number of employees referred to in clause 32.01, **non-permanent** employees in the groups (as per Article 13.01) where layoffs are to occur (Telecommunication Trades, Building and Equipment Trades or Services) shall be laid off prior to regular employees.
- 32.04 No outside contractors and/or out of scope employees will be permitted to perform work in the job classification where employees are laid off, providing there are employees who can perform the work and the necessary tools and equipment are available. The intent is to cover situations where only outside suppliers have the necessary tools and equipment and will not make them available to our work force.
10. ✓ 32.05 (a) The **Employer** will effect a layoff in reverse order of seniority of employees on a Province-wide basis within a job classification as listed in Article 13.01 including:
- (1) Employees on sick leave benefits at the time of layoff; and,
 - (2) employees on maternity leave, child care leave or adoption leave at time of layoff; and,
 - (3) employees on work assignments with companies other than **the Employer**. These employees may continue to work for the above stated company; however, their position with **the Employer** will be abolished. After the recall period has expired, that employee may not return to employment at **the Employer** by any means other than as a new hire; and,
 - (4) employees on extended leave of absence.
- (b) Employees deemed to be disabled will remain on sick leave until their disability benefits commence.

- 32.06 At the time of layoff, the employee may elect either to have vacation paid out or have the vacation held with the **Employer** until the employee is recalled to work. If the employee had chosen to have the vacation payout held in abeyance, and the recall period has expired, the vacation will be paid out when the employment is terminated.
- 32.07 An employee who has been laid off may, within seven (7) days of the layoff, waive their right to recall and collect severance pay.
- 32.08 An employee with recall rights shall:
- (a) remain eligible to bid on job postings;
 - (b) continue to accrue seniority.
- 32.09 The order of recall for laid off employees within each job classification shall be last out – first in.
- (a) Recall of an employee shall be by personal phone call to the employee or if not contacted by registered letter – return receipt requested to the employee's last address of record, at any time within twelve (12) months from the day of layoff.
 - (1) It is the responsibility of employees who desire to be recalled to keep the **Employer** informed of their current address and telephone number of where they may be contacted.
 - (2) The employee shall advise the **Employer** within one (1) week of the date of any offer of recall as to their acceptance.
 - (3) Once an offer has been accepted, the employee shall report for duty within fifteen (15) days from the date of the offer, unless otherwise agreed to.
 - (b) The **Employer** will assume the employee has rejected the offer of recall and be deemed to have terminated their employment if;
 - (1) the employee has not notified the **Employer** of acceptance of the recall offer within one week of the offer; or,
 - (2) the employee has accepted but did not report for duty within fifteen (15) days of the offer or as otherwise agreed to in 32.09, (a), (3) above.
 - (c) Recall to work for a short duration may be declined by the employee without affecting their recall status.
 - (d) Employees accepting an offer of recall will be returned to the headquarters they were laid off from. Employees may be relocated to other headquarters per present relocation policy.

- (1) All Pre-Paid Health Benefits (Article 25) will be reinstated on the date of return.
 - (2) Safety, job and other required training will be provided.
 - (3) Safety equipment appropriate to the job will be provided on the return to work.
 - (4) Employees who have been recalled, within the recall period will retain all credits held at time of layoff.
- (e) The Union shall be notified of the names, classifications and headquarters of employees who have been recalled.
- 32.10 Written notice of termination will be sent to each employee not recalled to work within the recall period. This notice shall be sent two weeks prior to the expiration of the recall period. Contents of the notice shall include a listing of all monies owed to the employee.
- Notice shall be sent to the Union listing employees who have been terminated.
- 32.11 All monies owed to the employee shall be paid on the last day of the recall period.
- 32.12 Severance Pay
- 10.6.1 A regular employee who is terminated following the expiry of the twelve (12) month recall period shall be entitled to:
- (1) **one (1) week's pay for each completed year of service for the first ten (10) years of service;**
 - (2) **two (2) weeks' pay for each year of completed service for years eleven (11) through twenty (20) years;**
 - (3) **Three (3) weeks' pay for each completed year of service thereafter.**
- The above provisions are subject to a maximum severance pay amount of fifty-two (52) weeks' pay.**
- 32.13 Tower Employee
- The parties recognize the unique safety and health requirements of tower work and agree that in the event of either layoffs or recalls in the Cable Technician classification, the following may apply:

Layoffs:

- (a) If layoffs in the Cable Technician classification involve Tower employees and there is still tower work to be done, the **Employer** shall canvass more senior Cable Technicians who are also to be laid off, for a willingness to perform tower work.
- (b) Those willing to perform tower work will be given necessary training.
- (c) If sufficient Cable Technicians successfully train for the available tower work, the affected Tower employees will be laid off. If cable work remains, sufficient Tower employees to retire the available work may be retained.

Recalls:

- (a) If, during a recall period, tower work becomes available that necessitates the recall of a laid-off Cable Technician, the senior laid-off Cable Technician will be offered the work. If this employee accepts, necessary training will be given.
- (b) If the senior Cable Technician declines this tower work, the employee will remain on recall and the **Employer** may then recall the most senior laid-off Tower employee.
- (c) If a Tower employee refuses this recall, their employment will be terminated.
- (d) For each additional Tower employee required, the **Employer** will follow steps (a) and (b).
- (e) Tower employees refusing recalls to Cable Technician positions will be terminated.

ARTICLE 33 – REDEPLOYMENT

- 33.01 (a) **On a quarterly basis, the Employer will identify and notify the Union** of all surplus and vacant positions by sub-classification and headquarters.
- (b) Employees in surplus positions may be redeployed to headquarters where they are required.
- (c) Redeployment will not take place if it would result in back-filling of the position.
- (d) Redeployment shall not result in a promotion without Union agreement.

- (e) Lateral transfers referred to in Art. 13.03 may occur prior to the declaration of surplus positions.
- 33.02 If it becomes necessary to redeploy any employee it will be in accordance with the following:
- (a) First by canvassing for volunteers within all identified surplus positions within all sub-classifications in the same headquarters. The senior volunteer with the necessary skills and ability to perform the job shall be selected.
 - (b) If there are no or insufficient qualified volunteers within the headquarters, the employer shall canvass for volunteers within all identified surplus positions and same sub-class having the vacancy. The senior volunteer shall be selected.
 - (c) If there are no or insufficient numbers of volunteers in steps (a) or (b), the Employer will canvass for volunteers within all identified surplus positions and all sub classifications. The senior volunteer shall be selected provided the employee has the ability and qualifications to perform the job.
 - (d) If the vacancy has not been filled by steps (a), (b) or (c), the vacancy will be filled by employees in reverse order of seniority from all identified surplus positions within the same sub-classification having the vacancy.
 - (e) If the vacancy has not been filled through steps (a), (b), (c) or (d), the vacancy will be filled by employees in reverse order of seniority from all identified surplus positions and all sub-classifications provided the employee has the ability and qualifications to perform the job.
- 33.03 (a) There shall be no redeployment into a classification while employees are laid off with recall rights in that classification.
- (b) Employees may be redeployed within a classification while there are employees laid off with recall rights.
- 33.04 (a) Employees redeployed to another headquarters shall have relocation costs paid in accordance with the **TELUS** Relocation Policy.
- (b) Headquarters for each employee shall be as listed on the seniority list provided to the Union.
- (c) Headquarters may only be changed as provided elsewhere in this Agreement.

REFERENCE TABLE
Order of Preference to Fill Vacancies

Steps	Canvass for volunteers within identified surplus positions	Same Headquarters	All Headquarters	Same Sub-Classification the vacancy is in	All Sub-Classifications	Senior Volunteer	Senior Volunteer with Skill & Ability	Junior Employee Transferred	Junior Employee with Qualifications and Ability is transferred
A	x	x			x		x		
B	x		x	x		x			
C	x		x		x		x		
D			x	x				x	
E			x		x				x

ARTICLE 34

– MEALS, LODGING, TRANSPORTATION AND TRAVELLING TIME

Expenses set out in this Agreement are to cover expenditures necessarily incurred by employees in the performance of their duties while working away from their headquarters. It is understood that where no expense is incurred no claim shall be made. An employee who has been duly authorized by their immediate Supervisor shall be allowed expenses as stated herein.

Reasonable and actual expenses will be allowed for meals and commercial lodging. All expenses must be paid for with the Corporate Card. At locations where the Corporate Card is not accepted, the employee will utilize Corporate Card cash advances or Corporate Card cheques. Itemized receipts are required for expense reconciliation.

34.01 Overnight Absences:

An employee who is absent overnight from their place of residence because of work may claim for expenses incurred as follows:

- (a) Meals
 - (1) **Reasonable and actual** expenses may be claimed for meals (**breakfast, lunch and supper**) which the employee could not consume at their residence because of the overnight absence.
- (b) Lodging
 - (1) For overnight absences, reasonable and actual expenses will be allowed for commercial lodging upon the production of receipts.
 - (2) When an employee makes private arrangements for accommodations, they shall receive twenty five dollars (\$25.00) for each night such arrangements are made and they may also claim meals per clause 34.01 (a).

34.02 Work Outside of Headquarters Not Requiring an Overnight Stay

An employee who is being paid at their regular hourly rate of pay and performing work outside of their headquarters which does not require an overnight stay **is entitled to a mid-shift meal. Reasonable and actual expenses for this meal may be claimed upon production of receipts.**

34.03 Extraordinary Expenses

When an employee is assigned to work in a geographic area where extraordinary expenses are expected to be incurred, the manager and employee should determine what is reasonable for the purposes of meals and lodging prior to incurring any expenses.

34.04 Reasonable and Actual

The dollar amount that will be considered *reasonable* for each crew in each geographical area will be determined in consultation with the employees and their immediate manager.

***Actual* means that the claim will be the amount on the receipt including gratuity and tax. If no expense is incurred, no claim will be made.**

34.05 Overtime Meal Allowance

An employee is entitled to an overtime meal (reasonable and actual expenses with receipts) in accordance with the following:

- (a) (1) Employees working overtime within headquarters:
 - (i) When an employee works overtime for two (2) hours or more following the end of their regular or overtime shift; or,
 - (ii) When an employee works two (2) hours or more of overtime preceding their regular or overtime shift.
 - (2) Employees claiming lodging away from headquarters:

If an employee is absent overnight and is already receiving a meal expense per Clause 34.01(a), such an employee may claim an overtime **meal (reasonable and actual expenses with receipts)** if they have worked four (4) or more hours of overtime following or preceding their regular or overtime shift.
 - (3) Employees working away from headquarters not incurring lodging:

An employee working two (2) or more hours of overtime following or preceding their regular or overtime shift at a location outside their headquarters and who will not be incurring an overnight stay, may claim the appropriate meal in accordance with Clause 34.01 (a).
- (b) **An employee is entitled to an overtime meal (reasonable and actual expenses with receipts) after each additional continuous four (4) hours of overtime worked.**

- (c) An employee who is called out on overtime for immediate reporting to the job on their day off or after they have completed their regular shift is entitled to an overtime meal (reasonable and actual expenses with receipts) after four (4) hours and a similar allowance after each additional continuous four (4) hours of overtime worked.
- (d) In special circumstances, a claim for an overtime meal not covered by the foregoing may be authorized.
- (e) Meal breaks may be scheduled at any time subject to the welfare of the employee and the requirements of service.
- (f) Overtime will not be paid during any meal period.

34.06 Reporting for Work

Employees shall report for work at offices, storerooms or other such locations where an employee may be required for a long term or major job within the employee's headquarters designated on the previous day by the Supervisor in charge. They shall not be expected to report beyond this point on their own time.

34.07 An employee when travelling shall be allowed up to but not exceeding eight (8) hours pay at their basic hourly rate for each day spent travelling, including Saturdays, Sundays and Company holidays. Accommodation and meals will be provided wherever possible.

34.08 Transportation

- (a) For the purpose of conducting Company business, transportation will be furnished or allowed all employees covered by this Agreement where same is considered necessary by the Company. It is understood and agreed that an employee cannot be required to use their personal automobile as a condition of employment; the use of employees' personal automobiles is strictly at the employee's option.
- (b) Management will determine the type and method of transportation by bus, car or plane, and whenever possible transportation will be in Company vehicles.
- (c) An employee who is authorized by Management to use their own vehicle will be allowed actual car mileage at the prevailing rate per kilometre providing there is proper insurance coverage on the vehicle being used.

- (d) Employees authorized to travel by private automobile will be covered by compensation, providing there is no deviation from the direct route to headquarters or any unauthorized stopovers en route.
- (e) When two (2) or more employees are travelling in the same private automobile, the owner is the only person eligible to claim mileage.
- (f) Any claim arising from an accident to an employee's own vehicle will be the responsibility of the employee.
- (g) Where Company vehicles are not available, Supervisors may arrange for the use of private automobiles (with employee's consent) to transport employees to and from headquarters.
- (h) Transportation for outside construction personnel will be supplied to and from the nearest exchange for lunch.
- (i) An employee who resigns, is dismissed or laid off will be provided with transportation to their district headquarters.

34.09 Travelling Employees

- (a) Travelling employees is a term defining employees in the Construction and Equipment Installation Departments and any other employee working a compressed work week away from headquarters. It is not applicable when such employees are assigned to work wholly located within their respective headquarters.
- (b) Whenever possible a travelling employee will be authorized by the Supervisor to travel daily between the employee's headquarters and work site when working outside the headquarters. The Supervisor shall consider the following factors in deciding to authorize travel:
 - (1) Distance from headquarters;
 - (2) Road and weather conditions;
 - (3) Nature and duration of the job;
 - (4) Overtime requirements, if any;
 - (5) Availability of transportation;
 - (6) Accommodation and eating facilities;
 - (7) Employee or group requirements as they may relate to reasonable circumstances;

Whenever travel has been approved the employee shall be allowed to travel a maximum of forty (40) minutes each way on Company time. Any additional travel shall be on the employee's own time.

- (c) Travelling time when starting or completing a job will be on Company time. If travel time extends into the employee's own time, the employee will be paid overtime.
- (d) Travelling employees working within a two hundred (200) mile radius of their headquarters shall be allowed to return every weekend. The employee shall travel to and from the job site on Company time.
- (e) The Supervisor shall determine whether an employee remaining at the job site over the weekend, while others are returning home, shall be paid meals and lodging
- (f) Travelling employees working outside a two hundred (200) mile radius of their headquarters shall be allowed to return at least every second weekend. Where such travel is authorized, the Company will allow the employee to travel to and from the job site on Company time.
- (g) Employees shall by mutual agreement between the employees affected, the Union and Management, be allowed to average their hours of work to allow for a longer weekend in accordance with Article 15 – Compressed Work Week.

ARTICLE 35 – DIFFERENTIALS & SPECIAL PAYMENTS

- 35.01 The differentials and premiums listed in this Article are to be paid in addition to the employee's basic rate of pay and are not payable when the employee is working overtime or on a holiday, Christmas Eve, or New Years Eve. Differentials will not be included when calculating an employee's overtime rate of pay.
- 35.02 Shift Differential
 - (a) Where one-half ($\frac{1}{2}$) or more of a shift falls between **6:00 PM** and midnight, an employee will be paid a shift differential of eighty-five cents (\$0.85) per hour for each hour or portion worked between these hours.
 - (b) For each hour or portion thereof worked between midnight and 8:00 AM an employee will be paid a shift differential of eighty-five cents (\$0.85) per hour.
 - (c) Shift differentials shall not be paid for work performed on a Sunday, Holidays, Christmas Eve, New Year's Eve or when the employee is paid on an overtime or special premium basis or day shift commencing on or after 7:00 AM and before 11:00 AM.

- 35.03 Sunday Premium
An employee shall be paid a Sunday premium calculated as one-half times ($\frac{1}{2}\times$) their basic hourly rate for each hour or portion thereof worked on a Sunday. A Sunday premium shall not be paid when an employee works on a holiday, Christmas Eve or New Year's Eve.
- 35.04 Contract Inspector Differential**
Cable Technicians assigned to the inspection of ongoing activities associated with formal or minor goods and services contracts shall be paid a differential of one dollar (\$1.00) per hour for each hour performing contract inspector duties. The differential will not apply for pre- and post-inspection of buried drop or other wiring type contracts.
- 35.05 Chargehand Differential
A journeyman assigned to perform chargehand duties shall be paid a differential of **one dollar (\$1.00)** per hour for each day performing chargehand duties.
- 35.06 Tower Premiums
- (a) An employee required to work on a bridge, tower crossing, radio or microwave structure sixty-five (65) or more feet above the base of the structure shall be paid a tower premium of one times (1x) the employee's basic rate for each hour or portion worked thereon. The payment of the tower premium is applicable anytime such work is performed on these structures.
 - (b) The tower premium is not payable when work is performed inside cupolas or other elevated enclosures. A premium of one-half times ($\frac{1}{2}\times$) the employee's basic hourly rate shall be paid to cover the ascent and descent from these or other similar structures.
- 35.07 Instructor Differential
An employee serving as a class instructor shall be paid an instructor differential of seven dollars (\$7.00) per day. This differential will not be paid for on the job training or courses not authorized.
- 35.08 Christmas & New Year's Eve Special Payment
An employee working after 6:00 PM on either December 24 or 31 shall receive a Christmas Eve or New Year's Eve special payment of one times (1x) their basic hourly rate for each hour worked after 6:00 PM until the end of the shift or midnight, whichever occurs first.

- 35.09 Temporary Assignment to Management or Another Excluded Position
- (a) When an employee accepts a request by Management to relieve a Supervisor or another excluded position for a temporary period, the employee shall receive their basic rate of pay and in addition, shall receive from the first day a differential of seven dollars (\$7.00) per day.
 - (b) An employee shall not serve in temporary assignments for more than a total of sixty (60) working days in a calendar year.
- 35.10 Field Service Differential
- Vehicle and equipment mechanic will be paid a differential of two dollars and seventy-five cents (\$2.75) per day while servicing equipment and vehicles in the field.
- 35.11 Master Trades Certificate
- (a) An employee certified as a Master Electrician who is authorized and agrees to obtain electrical permits on behalf of the Employer shall receive a payment of sixty-five dollars (\$65.00) **in the pay period in which the permit is obtained.**
 - (b) An employee certified as a Master Plumber who is authorized and agrees to obtain plumbing or gas permits on behalf of the Employer shall receive a payment of sixty-five dollars (\$65.00) **in the pay period in which the permit is obtained.**
- 35.12 Tool Replacement Allowance
- There will be a two hundred dollar (\$200.00) allowance per calendar year to assist Vehicle and Equipment Mechanics in the replacement of personal tools which will be claimed as an expense item.

ARTICLE 36

— PAY PROVISIONS FOR EMPLOYEES ABSENT FROM DUTY

- 36.01 Court Witness
- (a) An employee absent from work as a result of a subpoena or summons to appear as a witness shall be allowed time off with pay for scheduled hours of work. The witness fees received shall be assigned to **the Employer**. The employee will not be allowed to claim expenses such as meals, lodging, and transportation from **the Employer** where they are covered by the court.

- (b) An employee acting as a voluntary witness is not paid for such absence.
- (c) An employee appearing as a witness on behalf of the Company or as a result of employment with the Company, will receive normal salary and expenses.

36.02 Jury Duty

An employee receiving a court notice to appear for jury duty will inform their Supervisor. The employee may contact the office of the Law Department if advice is required.

- (a) Time off with pay will be allowed for jury duty.
- (b) Jury duty fees received shall be assigned to **the Employer**.
- (c) An employee will not be allowed to claim expenses (i.e. meals, lodging, transportation or incidental) from **the Employer** where they are covered by the court.
- (d) An employee may elect to retain the jury fee and have the time off as approved furlough.

36.03 Elections

Employees eligible to vote shall be allowed sufficient time off with pay to meet legal requirements for voting purposes. This does not apply to employees listed as voters at localities other than where they are working.

36.04 Bereavement Leave

- 11.0.3
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- (a) In the case of a death in the immediate family, an employee shall if required, be given time off with pay up to a maximum of three (3) working days. Additional time with pay for up to two (2) days shall be granted if required for either travelling or where an employee is charged with the responsibilities of making funeral arrangements.
 - (b) The term "immediate family" shall be interpreted to mean a mother, father, spouse (including common-law), sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, granddaughter and grandson and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

- (c) Where circumstances may warrant furlough, in addition to bereavement leave, approval will be given immediate consideration by the employee's immediate manager.
- (d) Should a holiday fall during a period of bereavement leave, the day shall be paid as holiday pay and will not extend the bereavement leave.
- (e) Bereavement occurring during an employee's vacation period shall extend the vacation by the amount of days allowed for bereavement leave in accordance with the foregoing.

36.05 Funeral Leave

An employee may be given time off with pay, not to exceed one day, to attend the funeral of a friend, working associate, or relative not covered under clause 36.04. This will be subject to service requirements and supervisory approval.

36.06 Pallbearer

An employee shall be allowed time off with pay to a maximum of one (1) day to serve as a pallbearer.

36.07 Serious Distress

Short term leave with pay to a maximum of one (1) day may be granted to an employee required to be absent to attend a personal matter which cannot be properly served by others or attended to by the employee at any time when the employee is off duty. Requests for short term leave shall receive reasonable and immediate consideration. If additional time off is necessary, vacation may be advanced by the employee's Supervisor.

36.08 Medical and Dental Appointments

A regular employee requesting time off for a medical or dental appointment may be granted time off with pay to a maximum of one (1) day by their Supervisor subject to the demands of service. If any additional expense to the Company is involved, the employee may be allowed furlough.

36.09

An employee engaged in employment for remuneration with another employer on the employee's own time shall be deemed not to be an employee of the Company during the period of such employment.

- 36.10 Time Lost Other Than Sickness
Payment of wages will not be allowed for time lost by any employee for reasons other than sickness or those covered under the terms of this Agreement.
- 36.11 Absence
An employee who is unable to work for any reason is required to notify their Supervisor, or **designated person or area as directed by their Supervisor**, as soon as possible **before work**, and in any case within the first two (2) hours of such absence. Failure to report and in the absence of satisfactory reason(s), **disciplinary action may result**.

ARTICLE 37 – PAY PROVISIONS AND WAGE SCHEDULES

- 37.01 Payments
Employees shall be paid on alternate Tuesdays for all basic wages due up to and including the Saturday following the previous pay date. In the case of missing, delayed or incorrect work reports at the time of closing off the payroll, it will be assumed that the basic number of hours were worked. Any necessary adjustments for overtime, shift differentials, or absences will be made on the following pay. When a pay day falls on a holiday, payment of wages shall be made on the preceding working day.
- 37.02 Wage Increases
- (a) An employee who is not indentured in an apprenticeship shall be eligible for a wage increase for each progression step in the applicable wage schedule contained in this Agreement following completion of six (6) months of work and another increase for each additional consecutive six months of work to the maximum of the wage schedule.
 - (b) Wage increases for apprentices are dependent upon successful progression through their apprenticeship program.
- 37.03 When an employee is given a wage increase or adjustment for reason of efficiency or regrading, the normal scheduled increase date will still apply.

- 37.04 Suspension of Wage Increases
- (a) A wage increase falling due when an employee is off duty because of illness, injury or approved furlough will be suspended during the period of absence.
 - (b) A wage increase falling due when an employee is off duty because of illness or injury for ninety (90) days or less, will take effect when the employee resumes duty. For subsequent increases, the normal scheduled increase date will apply.
 - (c) When an employee is or has been off duty because of illness or injury for a period exceeding ninety (90) days, subsequent increases will be set back by the number of days exceeding ninety (90).
 - (d) When an employee is on or has taken furlough exceeding thirty (30) days, subsequent increases will be set back by the number of days of furlough taken.
- 37.05 Administration of Progression Wage Schedule
- (a) Progression through the steps of the applicable wage schedule as contained in this Agreement shall be subject to the periodic appraisal by Management of an employee's work performance and where applicable, Apprenticeship Training.
 - (b) Should Management consider that the employee has not qualified for an incremental increase, the employee will be notified in writing not less than thirty (30) days prior to the expected increase due date of the reason(s) for withholding the increase. A copy of the notice shall be forwarded to the Union and Employee Relations.
 - (c) An employee who has been notified that their progression wage increase is being withheld may, within ten (10) days of receiving the notice, discuss the matter with the Supervisor. If the wage increase is still being withheld following the discussion, the employee may grieve the matter.
- 37.06 Experienced Applicant
- A person having previous experience will be hired at a rate decided upon by the Employer. Subsequent increases will be made as scheduled from date of hire.

37.07 Variable Pay

- (a) All craft employees will participate in the **TELUS** Variable Compensation Plan **based on the performance of their Division**., If the plan's goals for a year are met, employees will receive a payment in the first quarter of the following year equal to three percent (3.0%) of the employee's total regular earnings (exclusive of all overtime, premiums and differentials) in the previous **payroll** year.
- (b) This plan will continue from year to year.
- (c) Changes to the plan will be discussed with the Union prior to implementation.

**GROUP 1 & 2 CLASSIFICATIONS
APPRENTICE AND JOURNEYMAN WAGE SCHEDULE**

Employees must hold a valid journeyman trade certificate in the applicable classification or sub-classification in order to receive the journeyman rate.

Employees currently employed in a group 1 or 2 classification who do not have a valid journeyman trade certificate will continue to be paid in accordance with the applicable wage scale.

Employees apprenticing in a trade will be paid the percentage of the journeyman rate applicable to them in accordance with the following schedule.

Apprenticeship and Journeyman Wage Rates

Effective January 1, 1999:

TRADE	1st Year	2nd Year	3rd Year	4th Year	Journeyman Rates		
					Hourly	Daily	Monthly
Carpenter	60	70	80	90	25.19	188.93	4,109
BR Communications Electrician	60	70	80	90	<u>25.77</u>	193.28	4,204
Electrician	60	70	80	90	25.77	193.28	4,204
Millwright	60	70	80	90	25.77	193.28	4,204
Plumber	60	70	80	90	25.77	193.28	4,204
Refrigeration Mechanic	60	70	80	90	25.77	193.28	4,204
Telephone Equipment Finisher	60	70	80	90	25.19	188.93	4,109
Vehicle & Equipment Mechanic	60	70	80	90	25.19	188.93	4,109

Apprenticeship and Journeyman Wage Rates

Effective **January 1, 2000:**

TRADE	1st Year	2nd Year	3rd Year	4th Year	Journeyman Rates		
					Hourly	Daily	Monthly
Carpenter	60	70	80	90	25.69	192.68	4,191
Communications Electrician	60	70	80	90	26.29	197.18	4,289
Electrician	60	70	80	90	26.29	197.18	4,289
Millwright	60	70	80	90	26.29	193.28	4,289
Plumber	60	70	80	90	26.29	193.28	4,289
Refrigeration Mechanic	60	70	80	90	26.29	193.28	4,289
Telephone Equipment Finisher	60	70	80	90	25.69	192.68	4,191
Vehicle & Equipment Mechanic	60	70	80	90	25.69	192.68	4,191

Communications Electrician includes:
Cable Technician, Central Office Technician, Combination Technician
and Network Installation Technician

Note: The interval from one step to the next shall be one (1) year.
Daily and monthly rates are for information only

PROVISIONING TECHNICIAN WAGE SCHEDULE

Effective January 1, 1999:

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A	21.29	159.68	3,473
B	21.93	164.48	3,577
C	22.56	169.20	3,680
D	23.23	174.23	3,789
E	23.89	179.18	3,897
F	24.59	184.43	4,011
G	25.31	189.83	4,129
H	26.04	195.30	4,248
I	26.63	199.73	4,344

Effective January 1, 2000:

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A	21.72	162.90	3,543
B	22.37	167.78	3,649
C	23.01	172.58	3,754
D	23.69	177.68	3,864
E	24.37	182.78	3,975
F	25.08	188.10	4,091
G	25.82	193.65	4,212
H	26.56	199.20	4,333
	27.16	203.70	4,430

**PROVISIONING TECHNICIANS
- Access Engineering Sub-Classification Wage Schedule**

Effective **January 1, 1999:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A	21.83	163.73	3,561
B	22.46	168.45	3,664
C	23.10	173.25	3,768
D	23.76	178.20	3,876
E	24.43	183.23	3,985
F	25.12	188.40	4,098
G	25.84	193.80	4,215
H	26.57	199.28	4,334
I	27.15	203.63	4,429

Effective **January 1, 2000:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A	22.27	167.03	3,633
B	22.91	171.83	3,737
C	23.56	176.70	3,843
D	24.24	181.80	3,954
E	24.92	186.90	4,065
F	25.62	192.15	4,179
G	26.36	197.70	4,300
H	27.10	203.25	4,421
I	27.69	207.68	4,517

Provisioning Technicians must possess either a journeyman communications electrician certificate or a recognized telecommunications certificate as a prerequisite for employment as a Provisioning Technician.

Incumbent Provisioning Technicians who do not possess either a journeyman communications electrician certificate or a recognized telecommunications certificate will remain in their positions.

Provisioning Technicians previously paid above the Step I rate of the previous collective agreement will now be paid at Step I of these wage scales.

Note: The interval from one step to the next shall be six (6) months.
Daily and monthly rates are for information only

**GROUP 3 CLASSIFICATIONS
BUILDING CUSTODIAN WAGE SCHEDULE**

Effective **January 1, 1999:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	13.24	99.30	2,160
B.	13.81	103.58	2,253
C.	14.43	108.23	2,354
D.	15.08	113.10	2,460
E.	15.74	118.05	2,568
F.	16.59	124.43	2,706

Effective **January 1, 2000:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	13.50	101.25	2,202
B.	14.09	105.68	2,298
C.	14.72	110.40	2,401
D.	15.38	115.35	2,509
E.	16.05	120.38	2,618
F.	16.92	126.90	2,760

BUILDING MAINTAINER WAGE SCHEDULE

Effective **January 1, 1999:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	17.23	129.23	2,811
B.	18.02	135.15	2,940
C.	18.81	141.08	3,068
D.	19.69	147.68	3,212

Effective **January 1, 2000:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	17.57	131.78	2,866
B.	18.38	137.85	2,998
C.	19.19	143.93	3,130
D.	20.08	150.60	3,276

DIFFERENTIAL: A Building Maintainer who is licensed in accordance with the Motor Vehicle Administration Act and is qualified and experienced in the operation, care and maintenance of trucks, 14,000 GVW and over, will, when required to operate such trucks, receive a differential of \$2.50 per day in addition to his basic rate of pay. Trucks of 24,000 GVW and over, \$3.00 per day.

COIN TELEPHONE COLLECTOR WAGE SCHEDULE

Effective **January 1, 1999:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	13.69	102.68	2,233
B.	14.65	109.88	2,390
C.	15.60	117.00	2,545
D.	16.53	123.98	2,696
E.	17.55	131.63	2,863

Effective **January 1, 2000:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	13.96	104.70	2,277
B.	14.94	112.05	2,437
C.	15.91	119.33	2,595
D.	16.86	126.45	2,750
E.	17.90	134.25	2,920

**MATERIAL HANDLER
WAGE SCHEDULE**

**SENIOR MATERIAL HANDLER
WAGE SCHEDULE**

Effective **January 1, 1999:**

PROG. STEPS	HOURLY	DAILY	MONTHLY	HOURLY	DAILY	MONTHLY
A.	15.99	119.93	2,608	17.86	133.95	2,913
B.	16.80	126.00	2,741	19.28	144.60	3,145
C.	17.86	133.95	2,913	20.34*	152.55	3,318
D.	19.28	144.60	3,145	21.46	160.95	3,501
E.	20.34	152.55	3,318			

Effective **January 1, 2000:**

PROG. STEPS	HOURLY	DAILY	MONTHLY	HOURLY	DAILY	MONTHLY
A.	16.31	122.33	2,661	18.22	136.65	2,972
B.	17.14	128.55	2,796	19.67	147.53	3,209
C.	18.22	136.55	2,972	20.75*	155.63	3,385
D.	19.67	147.53	3,209	21.89	164.18	3,571
E.	20.75	155.63	3,385			

DIFFERENTIAL: A Material Handler who is licensed in accordance with the Motor Vehicle Administration Act and is qualified and experienced in the operation, care and maintenance of trucks, 14,000 GVW and over, will, when required to operate such trucks, receive a differential of \$2.50 per day in addition to his basic rate of pay. Trucks of 24,000 GVW and over, \$3.00 per day.

* Maximum Lead Yard Employee

Material Handler: Outside Forklift Operator, Stationery Material Handler, Teletype Material Handler, Edmonton Technical Stores (1), Material Handler at Material Distribution Centres, and any other area designated by the Company.

(i) Certain work pertaining to the receiving and identification of equipment on an assignment basis.

Wage adjustment upon promotion to a higher classification within the Material Handling Group of classifications shall be as follows:

Adjust wage to:

- (i) One increment higher than the former wage
- OR
- (ii) The minimum wage of the new group, whichever is higher.

**CHIEF RACK EMPLOYEE
WAGE SCHEDULE**

**RACK EMPLOYEE
WAGE SCHEDULE**

Effective January 1, 1999:

PROG. STEPS	HOURLY	DAILY	MONTHLY	HOURLY	DAILY	MONTHLY
A.	15.60	117.00	2,545	15.60	117.00	2,545
B.	16.20	121.50	2,643	16.20	121.50	2,643
C.	16.87	126.53	2,752	16.87	126.53	2,752
D.	17.86	133.95	2,913	17.86	133.95	2,913
E.	18.34	137.55	2,992	18.34	137.55	2,992
F.	19.06	142.95	3,109	19.06	142.95	3,109
G.	20.25	151.88	3,303	20.25	151.88	3,303
H.	21.25	159.38	3,466	21.25	159.38	3,466
	22.36	167.70	3,647	22.36	167.70	3,647
J.	23.54	176.55	3,840	23.09	173.18	3,767
K.	25.27	189.53	4,122	24.43	183.23	3,985

Effective January 1, 2000:

PROG. STEPS	HOURLY	DAILY	MONTHLY	HOURLY	DAILY	MONTHLY
A.	15.91	119.33	2,595	15.91	119.33	2,595
B.	16.52	123.90	2,695	16.52	123.90	2,695
C.	17.21	129.08	2,807	17.21	129.08	2,807
D.	18.22	136.55	2,972	18.22	136.55	2,972
E.	18.71	140.33	3,052	18.71	140.33	3,052
F.	19.44	145.90	3,171	19.44	145.90	3,171
G.	20.66	154.95	3,370	20.66	154.95	3,370
H.	21.68	162.60	3,537	21.68	162.60	3,537
	22.81	171.08	3,721	22.81	171.08	3,721
J.	24.01	180.08	3,917	23.55	176.63	3,842
K.	25.78	193.35	4,205	24.92	186.90	4,065

REPAIRSHOP SERVICE REPRESENTATIVE WAGE SCHEDULE

Effective **January 1, 1999:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	15.99	119.93	2,608
B.	16.80	126.00	2,741
C.	17.86	133.95	2,913
D.	19.28	144.60	3,145
E.	20.34	152.55	3,318

Effective **January 1, 2000:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	16.31	122.33	2,661
B.	17.14	128.55	2,796
C.	18.22	136.65	2,972
D.	19.67	147.53	3,209
E.	20.75	155.63	3,385

SENIOR REPAIRSHOP SERVICE REPRESENTATIVE WAGE SCHEDULE

Effective **January 1, 1999:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	17.86	133.95	2,913
B.	19.28	144.60	3,145
C.	20.34	152.55	3,318
D.	21.46	160.95	3,501

Effective **January 1, 2000:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	18.22	136.65	2,972
B.	19.67	147.53	3,209
C.	20.75	155.63	3,385
D.	21.89	164.18	3,571

NOTE: The interval from one step to the next for all Group 3 Classifications shall be six (6) months.
Daily and monthly rates are for information only.

TELEPHONE SHOP ASSISTANT

Effective January 1, 1999:

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.*	13.36	100.20	2,179
B.	14.70	110.25	2,398

Effective January 1, 2000:

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.*	13.63	102.23	2,223
B.	15.00	112.43	2,445

* Non-permanent employee maximum hourly rate.

TRUCK DRIVER WAGE SCHEDULE

Effective **January 1, 1999:**

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	16.60	124.50	2,708
B.	16.80	126.00	2,741
C.	17.86	133.95	2,913
D.	18.70	140.25	3,050

Effective January 1, 2000:

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	16.93	126.98	2,762
B.	17.14	128.55	2,796
C.	18.22	136.65	2,972
D.	19.07	143.03	3,111

Truck driver who is licensed in accordance with the Highway Traffic Act and is qualified and experienced in the operation, care and maintenance of heavy equipment will, when required to operate any of the following equipment, receive a differential in addition to basic rate of pay, as outlined in the schedule following:

DIFFERENTIALS:

TRUCK DRIVER AND/OR LIGHT EQUIPMENT OPERATOR: Trucks of 14,000 GVW and over, Jackhammer, rubber-tired farm tractor with overhead loader, backhoe equipment or compressor, small trenching equipment, pitman or teistat equipment, \$2.50 per day.

HEAVY EQUIPMENT OPERATOR: When required to operate a crawler type tractor, TD20B or D8 with plow or mobile backhoe and truck of 24,000 GVW and over, \$3.00 per day.

BUFFERING TRUCK OPERATOR: Operation of the buffering truck along with the placing, replacing and removal of air bottles on pressurized underground cable, \$2.75 per day.

UTILITY WORKER

Effective January 1, 1999:	HOURLY	DAILY	MONTHLY
	17.24	129.30	2,812
Effective January 1, 2000:	HOURLY	DAILY	MONTHLY
	17.58	131.85	2,868

VEHICLE SERVICE EMPLOYEE WAGE SCHEDULE

Effective January 1, 1999:

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	15.68	117.60	2,558
B.	15.98	119.85	2,607
C.	16.38	122.85	2,672
D.	16.99	127.43	2,771

Effective January 1, 2000:

PROGRESSION STEPS	HOURLY	DAILY	MONTHLY
A.	15.99	119.93	2,608
B.	16.30	122.25	2,659
C.	16.71	125.33	2,726
D.	17.33	129.98	2,827

Vehicle Service Employee to be paid the heavy equipment differential of two dollars and seventy-five cents (\$2.75) per day while driving the refuelling vehicle.

NOTE: The interval from one step to the next for all Group 3 Classifications shall be six (6) months.

Daily and monthly rates are for information only

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ARTICLE 38 – DURATION AND NEGOTIATIONS

- 38.01 This Agreement shall become effective as of March 28, 1999 unless otherwise specified and shall remain in full force and effect until December 31, 2000 inclusive, and shall automatically be renewed for one (1) year unless written notice is given by either party to the other to negotiate a new Agreement or to terminate this Agreement. Such notice must be given not less than thirty (30) days nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement or any continuation thereof.
- 38.02 Where a notice to negotiate a new Agreement has been served, the first negotiating meeting shall be held within twenty (20) days following the date of service of the notice.
- 38.03 Where a notice to negotiate or notice to terminate has been served, this Agreement or any continuation thereof shall remain in full force and effect until the provisions of the Canada Labour Code have been met.
- 38.04 **MEDIATION / CONCILIATION**
- If during negotiations for a Collective Agreement or revisions or renewal of this Agreement, the Parties fail to agree on the terms thereof, either Party may request the assistance of the conciliation or mediation service having legal jurisdiction over the matter.

SIGNED ON BEHALF OF **TELUS** COMMUNICATIONS

Don Windsor
EMPLOYEE RELATIONS

And the Management Negotiating Committee:

R. Staples	D. Wiltse
R. Edwards	J. MacKenzie
T. Parsons	K. Peterson

SIGNED ON BEHALF OF LOCAL **348**,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS:

Jim Ewing
PRESIDENT

M. Semeniuk
BUSINESS MANAGER

And the Craft Negotiating Committee:

M. Armour	H. Wakoluk
M. Grabia	J. Skraba
R. Jordan	D. Wyllie
M. Barrett	B. Thomas

LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348

LETTERS OF UNDERSTANDING / **LETTERS** OF INTENT

It is agreed by the Parties that all letters of understanding / letters of intent that are issued as a result of Craft and Services Negotiations will remain in effect for the duration of this Agreement.

Signed by:

Signed by:

Don Windsor
TELUS

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local 348

Dated:
March 28, 1999

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

VACANT CLASSIFICATIONS

The classifications listed below currently have no incumbent employees. Should the Company hire employees into any of these vacant classifications, the Company and Union shall meet to determine the proper placement of the classification either as a classification or sub-classification within Article 13: Classifications.

The vacant classifications are:

Chief Building Custodian	Customer Service Program Technician
Facilitiesman II	Groundman
Line & Station Installer	Line Technician
Painter	Plant Inspector
Radio Serviceman	Repairshopman II
Repairshop Serviceman II	Underground Inspector

Signed by:

Signed by:

Don Windsor
TELUS

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

Dated:
March 28, 1999

LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348

CRAFT AND SERVICES EMPLOYEES

6, 11

CRAFT AND SERVICES EMPLOYEES JOB EVALUATION

Local 348, I.B.E.W. and TELUS jointly recognize their obligation in law to establish equitable compensation for all bargaining unit employees. To assist in obtaining this goal, the Parties agree to continue implementation of the craft and services employees job evaluation plan to meet this obligation.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

**EMPLOYEE INITIATED TRANSFER REQUESTS
(Within or Outside of Headquarters)**

Employees may request a transfer for compassionate, medical or isolation reasons.

Requests must be sent to both the Director, Employee Relations and the Business Manager, Local 348 I.B.E.W. with the reasons for the request.

An employee whose request for a transfer has been approved may be placed in a vacancy for which the employee has the qualifications without the vacancy being posted.

Any expenses incurred as a result of the transfer will be paid by TELUS subject to the provisions of Appendix A.

Any employee whose request for a transfer has been denied will be informed in writing.

Signed by:

Signed by:

Don Windsor
TELUS

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

Dated:
March 28, 1999

LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348

CRAFT AND SERVICES EMPLOYEES

HIRING HALL

The Company and Union agree to trial an I.B.E.W. Hiring Hall in 1999 to do work that is presently done by non-TELUS employees.

Within ninety (90) days of ratification of this agreement, the Company agrees to meet with the Union to discuss and agree upon the work to be trialled and applicable terms and conditions to the trial work.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348

CRAFT AND SERVICES EMPLOYEES

68

TECHNOLOGICAL CHANGE

The Company and the Union recognize that Article 31: Technological Change does not specify procedures intended to assist employees affected by technological change and which are necessary to meet the requirements of the Canada Labour Code Part I, Sections 52, 54 and 55.

The Parties agree to form a committee consisting of two representatives from the current negotiating committees. The committee will review the Code and incorporate agreed upon changes in a new article. The new article will be included in this Agreement once the terms have been agreed to by the Parties.

The Committee shall first meet within one hundred and twenty (120) days following ratification of this Agreement.

Signed by:

Signed by:

Don Windsor
TELUS

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

Dated:
March 28, 1999

LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348

CRAFT AND SERVICES EMPLOYEES

6.6.1

BARGAINING UNIT WORK

In an effort to retain work within the Craft bargaining unit which would otherwise be contracted out, the Company agrees to meet with the Union as opportunities arise to discuss and identify ways of achieving this objective.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348

CRAFT AND SERVICES EMPLOYEES

6.6.3

CONTRACTING OUT

TELUS and the IBEW, Local 348 share the belief that there is value and benefit to the employee, the Company and the customer if:

- Employment security is enhanced by a productive, healthy and cost effective organization.
- While striving to provide employment security to regular employees, there is improved understanding as to why contractors are used.
- There is greater involvement by employees in the decision-making process.
- The IBEW, Local 348 and the Company work together and act responsibly balancing the interests of the customer, the Company and the employee regarding the issue of the utilization of contractors.

Based on the preceding principles, the parties have agreed to establish forums for the exchange of information and to encourage consultation between management and representatives of the Union on issues related to contracting out of work which may be performed by bargaining unit employees.

At least once per year, or more frequently where agreed to by both parties, an Officer of the Union shall meet with Company representatives from Supply Management, Provisioning and/or Employee Relations to discuss the broad principles associated with the contracting out issue as it pertains to the Company.

Each quarter, or more frequently where agreed to by both parties, the Director, Supply Management shall meet with the Business Manager, IBEW (or designate), Local 348 to discuss and review contracting out activity and concerns within the Company.

It is agreed that the meetings contemplated under this letter may be face-to-face, by conference call or such other means as is deemed appropriate by the individuals involved.

Without limiting the scope of the discussions or impeding the provisioning process, areas which shall be reviewed include:

- Work exceeding a value of fifty thousand dollars which has been contracted out by the Company since the last meeting.
- Feedback on work which was contracted out (i.e. minor goods and services contracts) and to discuss potential alternatives for similar work that may be considered for contracting in the future.
- Work which is expected to be contracted out (with as much advance notice as practicable).
- Alternatives to the contracting out of work (e.g. utilizing part-time employees, employees from other bargaining units, more efficient utilization of available employees across classifications, departments, or other headquarters, etc.)

In discussions related to the contracting out of bargaining unit work, relevant considerations may include, but are not limited to, the type of work being contracted out, the availability of necessary skills or equipment, price and quality competitiveness, balancing out the amount of work required to be performed, etc.

The intent of the parties is that these forums encourage a growing and meaningful dialogue at the operating level of the Company on the issue of contracting out.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348**

**CLERICAL / OPERATOR SERVICES EMPLOYEES
AND
CRAFT AND SERVICES EMPLOYEES**

BENEFITS COMMITTEE

The Parties agree to form a committee to meet twice per year to discuss concerns and review information regarding benefit plans applicable to employees covered by the above agreements.

Signed by:

Signed by:

Don Windsor
TELUS

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

Dated:
March 28, 1999

LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348

CRAFT AND SERVICES EMPLOYEES

CAE h JOINT LABOUR MANAGEMENT COMMITTEE
-TERMS OF REFERENCE

The Employer and Union agree the following terms of reference will apply to the above committee:

1. The committee will meet on a monthly basis. The meetings shall be co-chaired by a representative of each party (union one meeting – employer the next). Representation on the committee should include individuals who have participated in the most recent round of negotiations.
2. There shall be an agenda by the chair produced before each meeting and minutes kept of all meetings of the committee.
3. Decisions should be achieved through consensus. Given that, voting is as follows:
 - . Quorum requires three representatives of each party to be at the meeting.
 - . Voting (if required) would be a majority of those present and require a minimum of two from each party to vote in the majority.
4. The committee's responsibilities include:
 - . Review all grievances filed under this collective agreement prior to going to arbitration for the purposes of attempting resolution and/or narrowing the issues to go to arbitration. All information pertinent to the grievance will be shared. Discussions will be privileged and not be introduced at arbitration.
 - . Negotiate memorandums of agreement if required to change the collective agreement during it's term.
 - . Clarify negotiated intent of the meaning of issues/items in the collective agreement.
 - . Share information on current business issues on a regular basis. Such as:
 - Contracting out *i.e.,*

Refer to page 47

- . Significant movements of staff
 - . Changing work needs
 - . New business opportunities
5. The employer will pay the costs of time off and expenses. No overtime compensation will result from these meetings.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

SERVICE APPAREL

The Employer and Union agree that Service Apparel is mandatory for all Employees working within Customer Technical Services and Combination Technicians being managed by Network Services.

Guidelines

- 1) Employees will be required to wear Service Apparel (shirt and pants) for all hours worked.
- 2) Alterations, other than waist and leg length for pants will be paid for by the Employer. Employees must submit receipts to the Service Manager.
- 3) Employees will not be allowed to wear Service Apparel on days off.
- 4) Employees will be responsible for all upkeep of the Service Apparel.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

TELEPHONE SHOP ASSISTANT

Employees in the above classification may be employed as non-permanent employees. As non-permanent employees the following provisions apply:

- No employees shall be employed in this class as a non-permanent employee where there are permanent employees in the same job classification who have been laid off and who are eligible for recall.
- Employees shall not be scheduled to work more than five (5) days per week. Off days shall be consecutive, where practicable.
- Where an employee is required to work hours in excess of seven and one-half (7½) hours in one day or thirty-seven and one-half (37½) hours in one week, he shall be paid overtime as per Article 16 – Overtime.
- Employees will be required to take a minimum of two weeks leave per year.
- Employees will be paid at Step A of the Telephone Shop Assistant Wage Schedule in Article 37.

Vacation Pay

- Employees shall be eligible for vacation pay at the rate of 4% of gross earnings to be paid on a biweekly basis. After six (6) consecutive years of employment, an occasional employee shall be entitled to vacation pay at the rate of 6% of gross earnings to be paid on a biweekly basis.

Agreement Exclusions

The following articles are specifically excluded from these employees:

- Article 18 – Annual Vacations
- Article 19 – Maternity Leave
- Article 20 – Child Care Leave
- Article 21 – Adoption Leave
- Article 23 -Accident Compensation
- Article 24 – Sick Leave
- Article 25 – Prepaid Health Benefits

- Article 28 – Extra Territorial Assignments
- Article 29 -Acting Assignments
- Article 31 – Technological Change
- Article 32 – Layoff & Recall
- Article 33 – Redeployment
- Article 34 – Meals, Lodging, Transportation & Travelling Time
- Article 35 – Differentials & Special Payments
- Article 36 – Pay Provisions for Employees Absent from Duty

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348

CRAFT AND SERVICES EMPLOYEES

BENEFIT TRANSFER – TCE EMPLOYEES

The Employer and Union agree to the following transfer of benefit coverage effective March 1, 1999:

1. The employees affected are those who are currently participating in the benefit programs in the TELUS Communications (Edmonton) Inc. collective agreements with the I.B.E.W., Local 1007 and the C.S.U. 52 who will now be represented by the I.B.E.W., Local 348 Craft & Services union.
2. The transfer will apply to the Alberta Health Care Insurance Plan, Supplementary Health Plan, Dental Plan, Vision Care Plan, Group Insurance Plan, Sick Leave, Accident Compensation and Long Term Disability.
3. Employees who are already receiving Long Term Disability benefits or are off work as a result of an absence which may qualify them for Long Term Disability benefits will not transfer until they return to work for TELUS for a period of ten (10) consecutive full working days and no longer qualify for benefit coverage under the previous plans.
4. Employees under the TCE and IBEW, Local 1007 agreement who are receiving Long Term Disability benefits will remain members of Local 1007 (and continue to pay union dues) as long as they continue to qualify to be in receipt of LTD benefits, or return to work for TELUS for a period of ten (10) consecutive full working days.
5. Employees who take sick leave between January 1, 1999 and February 28, 1999 will have their sick leave credited as if they had been under the IBEW 348 agreement for the whole period.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

**SUPPLEMENTAL WORKFORCE
RESIDENTIAL INSTALLATION & REPAIR AND RACK
EDMONTON & CALGARY**

The Company and Union agree to the use of a supplemental workforce to assist in improved access to vacation: reduced delinking of WLs and improved customer service.

Supplemental Employee means a person hired for non-permanent employment in CTS -- Residential Installation & Repair and Network -- Rack, Edmonton and Calgary on a continuous basis and who works a minimum of fifteen (15) hours per week and a maximum of thirty-seven and one-half (37½) hours per week. The employee shall not work more than seventy-five percent (75%) of the hours of a full-time employee in any calendar year.

The total number of employees employed as supplemental employees shall be not exceed more than 10% of the full time regular employees in the same classification in the headquarters during the months of October through April inclusive and 15% during the months of May through September inclusive.

The following provisions of the collective agreement will not apply to supplemental employees:

- . Seniority -Article 7
- . Compressed Work Week – Article 15
- . Annual Vacation – Article 18 (these employees receive leave and pay pursuant to the Canada Labour Code)
- . Accident Compensation -Article 23 (these employees receive benefits directly through the provincial WCB)
- . Sick Leave – Article 24
- . Prepaid Health Benefits -Article 25
- . Extra-Territorial Assignments -Article 28

- Layoff and Recall – Article 32 (these employees will be laid off prior to any permanent employees in the same classification)
- Redeployment -Article 33
- Bereavement Leave – Clause 36.04 (these employees receive leave pursuant to the Canada Labour Code)
- Funeral Leave – 36.05
- Pallbearer – 36.06
- Serious Distress – 36.07
- Medical and Dental Appointments – Clause 36.08

Vacation Pay

Employees shall be eligible for vacation pay at the rate of 4% of gross earnings to be paid on a biweekly basis. After six (6) consecutive years of employment, an occasional employee shall be entitled to vacation pay at the rate of 6% of gross earnings to be paid on a biweekly basis.

The Parties will review the use of this letter in October 2000. The review will look at whether or not there has been improved access to vacation in the prime time period, reduced delinking of WLs and improved customer service metrics.

This Letter of Understanding will expire December 31, 2000.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CRAFT AND SERVICES EMPLOYEES**

TELECOMMUNICATIONS CONCESSION

The Employer and Union agree that the current fourteen dollar (\$14.00) per month toll concession is suspended for all Craft and Services Employees with the exception of those on ATI assignments. This suspension will apply as long as the TELUS Services Discount program continues to be offered. If the TELUS Services Discount program is withdrawn the fourteen dollar (\$14.00) per month concession will apply.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CRAFT AND SERVICES EMPLOYEES**

MILLWRIGHT CLASSIFICATION TRANSITION

TELUS and the IBEW, Local 348 agree that the Millwright Classification will be moved into the Group 2 classifications based on the following conditions:

- That there will be no new hires into the Millwright classification.
- The incumbent will assume the Journeyman rate for the Plumber classification.
- The incumbents seniority will be recognized in the Millwright seniority list.

Once the present incumbent has vacated the class, the Millwright classification will be deleted from this collective agreement.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

INSTALLATION WIRING ASSISTANT

Employees in the above classification may be employed as non-permanent employees and when they are the following provisions apply:

- . Installation Wiring Assistants will be supervised by a journeyman or 4th year apprentice.
- . Employees employed as Installation Wiring Assistants shall perform work as assigned but in the normal course of their duties, shall not perform any work involving "live" (voltage and/or signal carrying) wire including testing, terminating, bonding or grounding, or attaching or mounting live terminal devices.
- . The regular hourly rate of pay for an employee employed as an Installation Wiring Assistant shall be the 1 st year apprentice rate of a Communications Electrician class in the Apprentice and Journeyman Wage Schedule in Article 37.
- . No employees shall be employed in this class as a non-permanent employee where there are permanent employees in the same job classification who have been laid off and who are eligible for recall.
- . Employees shall not be scheduled to work more than five (5) days per week. Off days shall be consecutive, where practicable.
- . Where an employee is required to work hours in excess of eight (8) hours in one day or forty (40) hours in one week, he shall be paid overtime as per Article 16 – Overtime.
- . Employees will be required to take a minimum of two weeks leave per year.

Vacation Pay

- . Employees shall be eligible for vacation pay at the rate of 4% of gross earnings to be paid on a biweekly basis. After six (6) consecutive years of employment, an occasional employee shall be entitled to vacation pay at the rate of 6% of gross earnings to be paid on a biweekly basis.

Agreement Exclusions

The following articles are specifically excluded from these employees:

- . Article 7 – Seniority
- . Article 14 – Hours of Work
- . Article 15 – Compressed Work Week
- . Article 18 – Annual Vacations
- . Article 19 – Maternity Leave
- . Article 20 – Child Care Leave
- . Article 21 – Adoption Leave
- . Article 23 – Accident Compensation
- . Article 24 – Sick Leave
- . Article 25 – Prepaid Health Benefits
- . Article 28 – Extra-Territorial Assignments
- . Article 29 – Acting Assignments
- . Article 31 – Technological Change
- . Article 32 – Layoff & Recall (these employees will be laid off prior to permanent employees in the Telecommunications Electrician classifications)
- . Article 33 – Redeployment
- . Article 34 – Meals, Lodging, Transportation & Travelling Time
(Article will apply if the employee is assigned outside their headquarters to clear work load)
- . Article 35 – Differentials & Special Payments
- . Article 36 – Pay Provisions for Employees Absent from Duty

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
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AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

NEW BUSINESS OPPORTUNITIES

In the event that TELUS seeks or requests are made of TELUS for New Business opportunities that are extra-territorial and that the work that is involved is different than the work contemplated in Article 28 – ATI Extra-territorial work, the following procedure(s) shall apply:

- a) Any new business opportunity that includes the need for craft resources, will be brought to the attention of the union via either: their designated New Business Committee member or through direct notice at a scheduled Joint Labour Management/Union Committee meeting or outside the Committee if time is of the essence.
- b) After perusal of the opportunity and if craft resources are required, a Union designate will be assigned to the New Business opportunity development team in a timely manner such that the bid or contract development is not detained. The purpose for the designate's involvement will principally be to assist in negotiating the wages and working conditions for the opportunity such that a competitive bid can be tendered and make it worthwhile for the affected craft to participate. Wages and working conditions may differ from those if deemed necessary to secure the business at a reasonable profit associated with a requested or sought out New Business opportunity.
- c) TELUS may opt to forfeit competing for New Business if that new business conflicts with the ability to complete work for its core, intra-territorial business.
- d) Craft selection for the new business opportunity may start with a preliminary posting for employees declared releasable by their management. Employees will not be releasable where TELUS' core business takes precedent because of skills or workload. This may mean that final wages and working conditions are not yet agreed to at this stage. However, once they are agreed to and the contract has been signed, this information will be communicated to those who responded to the original posting. The list of candidates will then be modified to reflect any changes that come about from this new information. Successful applicants will be offered employment in writing. The applicant shall accept or reject the offer within forty-eight (48) hours of its receipt by the Employee.

- e) Access to contract performance and financial actuals and comparisons to the original business case will be made available to the Union either directly or through the Union's designate upon their availability. Such information shall include but not be limited to: profit margin, bid rate, expenses and scheduled hours.
- f) Prior to becoming signatory to any such contract the Company shall declare its acceptable profit margin to the Union. Upon completion of work, if this margin has exceeded Company expectations, the Company shall meet with the Union with the intent of sharing a portion of the excess margin amongst the employees participating in the work opportunity.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
BETWEEN
TELUS
AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348
CRAFT AND SERVICES EMPLOYEES**

STANDBY

TELUS Communications and the IBEW, Local 348 agree that Standby Service will be based on the following definition and conditions in this collective agreement:

Standby Service

Standby service will be implemented upon the identification of need for such service. The union and the affected employees will be notified of the intent to implement standby service at least thirty (30) days prior to implementation. Once instituted, standby service will be maintained for at least six (6) months.

A standby period shall consist of one (1) week, commencing at 07:00 hours of a day and continuing to 07:00 hours of the same day in the following week.

The remaining provisions of article 16 shall apply to this Letter of Understanding.

A standby schedule shall be drawn up showing one (1) complete rotation of the employees in that schedule and shall be posted in a prominent place, readily accessible to those employees concerned.

Standby schedules will be based on a rotation of no more than one week on standby in a four week period. Every reasonable effort will be made to maximize the number of qualified employees on standby. However, in the event that employees on standby are transferred or promoted, a period for no more than three (3) months will be allowed for training, during which employees may be required to perform standby more frequently than one week in every four week period.

Employees may be required to perform standby duties for all technologies for which they are adequately trained.

Whenever possible, standby service will be scheduled to coincide with the evening and night shifts for which the employees on standby are scheduled.

The provisions of standby service will apply only to Edmonton and Calgary.

Identified standby service is required to meet service level agreements with internal and external clients like TAC, TMI and signature service customers and service contract agreements with third parties like the Police for 911 service.

Employees on Edmonton and Calgary crews completing work associated with these service level agreements and contracts are and will continue to provide standby service in accordance with the provisions within this Letter of Understanding include:

- Data and CPE crews within the installation and repair department
- Cable repair crews within the network operations department
- CO switching, transport & access maintenance crews within network operations department
- Real Estate maintenance crews within the General Services department
- TAC Data and DNP crews within TAC's network operation's department

New or different Standby Service Applications arising from time to time that are different than those stated above will be brought to the attention of the Joint Labour Management Committee for consideration and implementation if jointly approved.

Employees are expected to fulfill standby service duties, if situations arise where duties are not fulfilled, they will be addressed accordingly.

Standby Pay

Employees held on standby shall be paid for standby service on the following basis:

Eight (8) hours pay at the employee's regular rate of pay, for each seven-day standby period.

Statutory Holidays – In addition to the standby pay specified above, an employee held on standby on a statutory holiday will receive standby pay, at his regular rate of pay, at the rate of one (1) hour in every six for those hours held on standby on that recognized statutory holiday.

In the event that the provisions of standby schedules are not met, the standby payments specified in clause above will be adjusted as follows:

- Where an employee is required to be on standby service one week in every three week period, the standby pay will be increased by 25%.

- Where an employee is required to be on standby service one week in every two week period, the standby pay will be increased by 50%.

Standby pay may be paid out or banked for straight time.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
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AND THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

**METRO EDMONTON SMC TECHNICIAN
AND DEDICATED TECHNICIAN WORK ARRANGEMENT**

This Letter of Understanding identifies specific variances in collective agreement provisions for employees identified as SMC Technicians and employees dedicated to a specific business to perform CPE work. It extends to employees who provide sick leave, WL and vacation coverage for work identified above.

For purposes of work scheduling in the greater Edmonton area, lunch claims will be excluded.

Employees leaving the city limits of Edmonton will travel on company time unless they are covered under the home dispatch policy.

Headquarters for the purposes of this work scheduling means – Edmonton Headquarters as defined in Clause 2.10 also includes businesses defined above within the exchange boundaries of Fort Saskatchewan, Spruce Grove, Devon and the area up to and including Leduc.

These employees retain their historical headquarters for all other purposes and collective agreement provisions.

Should TELUS alliance partners and/or contractors perform similar work within the geographical area described above, this Letter of Understanding becomes null and void, and all collective agreement provisions shall apply.

The Parties agree to meet and discuss this type of agreement for Calgary as TELUS recaptures CPE work.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

Signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
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AND THE
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LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

VACATION SELECTION PROCESS – PRIME TIME

The Employer and Union agree to trial the following vacation selection process to balance employees' desire for vacation time in prime periods while continuing to provide the required customer service.

DEFINITIONS

Prime periods are defined as the week including July 1 through to the week including Aug. 31, the two (2) weeks including Christmas Day and New Year's Day, and the two (2) weeks including Easter Friday and Easter Monday.

A minimum of 18% of employees on each vacation schedule shall be allowed vacation at any time. The 18% is exclusive of sick leave, training time, acting manager assignments, employees assigned work out of headquarters requiring overnight stay in excess of one week and WLs not scheduled with vacation. Where more than 18% can be accommodated and where vacation scheduling has not been a problem local vacation scheduling practices should continue.

When calculating the number of people to allow off, the 18% will always be rounded up. e.g. 1.6 will be rounded up to 2 men and 1.1 will be rounded up to 2 men.

This process is intended to apply to vacation schedules where there are conflicts created by headquarters coverage or functional duties within a classification. If job functions are unique within a classification, vacation schedules should be separate unless employees are cross-trained for these functions.

VACATION SELECTION – PRIME TIME

First choice of vacation in Prime Time will be by seniority and limited to a maximum of 3 weeks, or remaining vacation balance, whichever is less. Vacation time may be split between any of the prime time periods. Prime time vacation must be scheduled in one week blocks inclusive of statutory holidays, WL days and the civic holiday. Vacation selections greater than 3 weeks may be achieved by selecting periods immediately preceding or following prime time periods in accordance with current provisions. Vacation may be selected outside of the prime time vacation period without the three week restriction.

The vacation that may be booked on April 1 is the vacation accrual that an employee has in their accrual bank, up to their annual entitlement.

E.g.: The senior person on a crew (5 weeks vacation) may make choices such as:

- | | | | |
|---|---|---------------------------------------|---------------------|
| A | 2 weeks in July/August | 1 week at Christmas | 2 weeks non-prime |
| B | Last 3 weeks in Aug. | First week of Sept. | 1 week non-prime |
| C | 1 week in July | 1 week at Easter
(+2 weeks banked) | 1 week at Christmas |
| D | Last 2 weeks in June (excluding week with July 1) First 3 weeks in July | | |

Employees with vacation scheduled in Prime Time will have their WL days scheduled into their vacation period. Employees working the standard compressed work week shall only have one WL day per pay period scheduled into their vacation period.

Employees will have the option to defer WL days occurring during prime vacation time, but can not defer WL days occurring during their scheduled vacation period. This must be declared by April 1. These days will be placed in the WL bank and taken at a time mutually agreeable to the employee and their supervisor. WL days not deferred, may be taken in prime time but may be delinked if local work requirements necessitate it. WLs occurring during scheduled prime time vacation may not be deferred.

Employees unable to schedule vacation from July 1 to August 31 shall have their WL days linked with other days off during this period unless the employee requests otherwise. Should a prime time vacation period come open, it shall be offered to the first senior person who was unable to schedule vacation in prime time.

Vacation lists will be posted in accordance with article 18.07 (c).

Additional choices of vacation will be by seniority and may include prime time weeks or single days in prime time remaining after first vacation choices are completed.

VACATION SCHEDULING OTHER THAN BY IMMEDIATE SUPERVISOR

Employees within Calgary and Edmonton headquarters may, with mutual agreement, choose to schedule vacation by job discipline instead of by supervisor. Where this is the current practice it shall continue.

Headquarters and supervisor areas are configured differently throughout the province as illustrated by the following examples. Where more than 18% can be accommodated and where vacation scheduling has not been a problem local vacation scheduling practices should continue.

Management and crews are encouraged to discuss and work through workload and coverage, individual employee vacation requirements and other issues that affect vacation scheduling.

- a) CTS – Lethbridge, and Lethbridge fringe – Taber, Milk River, Fort Macleod, Claresholm, Cardston, Pincher Creek, Blairmore: Each of these towns is considered a headquarters and is manned. There are two different managers and two separate vacation planners, one for Lethbridge and one for Lethbridge fringe.
- b) CTS – Grande Prairie and Grande Prairie fringe – Spirit River, Beaver Lodge, Debolt, and Valleyview: Each of these is a manned headquarters. There is one supervisor over all towns with one vacation schedule and coverage of workload between towns.
- c) CTS Voice – Vegreville Region. Vegreville (4), Wainwright (4), Lloydminster (4), these are headquarters which are manned. Wainwright HQ includes employees in Chauvin and Edger-ton. There is one supervisor for these towns. Vegreville, Wainwright, and Lloydminster should have separate vacation schedules.
- d) CO – Grande Prairie, in CO there are 4 different job disciplines: toll (6), switching (1), microwave (2), mobile (2). Toll and Switching are cross trained and can cover for each other. Therefore there should be 3 different vacation schedules
- e) Cable splicing Calgary, one supervisor has 2 separate craft classifications: provisioning technicians and, cable technicians. Two separate schedules are required.
- f) Material Handlers – Calgary & Edmonton – each headquarters has workload divided by supervisor groups. A separate schedule for each supervisor will be created. Where functional expertise is required (i.e.. Warehousing, distribution, and cable operations) separate vacation schedules will be used.

RETIREMENT VACATION BANKING

ALL employees who have 20 or more years of service, shall be allowed to bank up to two (2) weeks of current accrued vacation on April 1 each year. Such time will be accrued in a Retirement Vacation Bank and must be taken as vacation immediately prior to retirement. Vacation banked will accrue into the vacation accrual bank at the regular rate that exists at the time of banking.

The employee will take off the number of days originally banked at the average rate for the days banked.

The Parties will review the use of this letter in October 2000. The review will look at whether or not there has been improved access to vacation in the prime time period, reduced delinking of WLs and improved customer service metrics.

This Letter of Understanding will expire December 31, 2000.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
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LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

VEHICLE USAGE / HOME GRID / HOME DISPATCH POLICY

Use of a TELUS Communications Company vehicle will be by mutual agreement between the affected employee and their immediate manager.

1) Guidelines

- a) The operator of a TELUS Communications company vehicle must have a valid drivers license for the vehicle they are driving.
- b) There will be no operation of a TELUS Communications vehicle while under the influence of alcohol or drugs.
- c) TELUS Communications vehicles will not be used for personal use or the transportation of non TELUS Communications passengers unless authorized to do so by the employee's immediate manager.
- d) TELUS Communications provides vehicle insurance for the vehicle while travelling between the employee's residence and the work site.
- e) An estimate of any taxable benefit will be provided by TELUS Communications prior to any employee volunteering to use the vehicle other than those on home dispatch or home grid. Employees will then be required to accept and pay any Taxable Benefits owing.
- f) The employee will ensure that the vehicle is properly maintained and locked.
- g) The vehicle must be parked in accordance with Municipal Bylaws at the employee's residence. This may include on or off street parking.
- h) The employee shall return the vehicle to a work center or parking area specified by TELUS in absences of more than four days.
- i) No vehicles over the allowable GVW (6900 kg) will be eligible for this policy.

2) Home Grids

- a) Home grids will apply to Edmonton, Calgary and any other City that is geographically larger than a fifteen (15) minute drive across it.

- b) A home grid is a geographic area that an employee can normally cross in a fifteen (15) minute drive and which the employee resides in.
- c) An employee on the Home grid system shall be at their first job at the start of shift.
- d) An employee shall end their shift within their home grid or their headquarters corporate limits whichever is smaller.
- e) An employee on Home grid system who begins or ends a shift outside of their Home Grid or headquarters corporate limits shall travel on company time to and from their home.

3) Home Dispatch

- a) An employee on Home Dispatch, but not on the Home Grid shall be required to be en route to their first job no later than the start of their scheduled shift.
- b) The employee on Home Dispatch but not on Home Grid will end their scheduled shift at home.

4) Vehicle at Home

- a) An employee with a vehicle at home that is not on Home Dispatch or Home Grid shall be required to be at their reporting office no later than the start or end of their scheduled shift. This would only apply to those employees accepting the Taxable Benefit identified under Item 1) e) – Guidelines.

This Letter of Understanding will expire December 31, 2000.

Signed by:

Signed by:

Don Windsor
TELUS

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
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LOCAL 348

CRAFT AND SERVICES EMPLOYEES**

CASUAL EMPLOYEE PAY PROVISION

The Employer and Union agree to the following to assist in improved access to vacation, reduced delinking of W/Ls and improved customer service.

- The Employer may employ casual employees at a minimum rate equal to 60% of the classification maximum rate or \$12.00 which ever is higher.
- The number of casual employees employed under this pay provision cannot exceed a maximum number equal to 3% of the craft and services workforce.

Signed by:

Signed by:

Don Windsor
TELUS

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

Dated:
March 28, 1999

**LETTER OF UNDERSTANDING
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AND THE
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LOCAL 348**

CRAFT AND SERVICES EMPLOYEES

AGREEMENT TRANSITION

TELUS and the IBEW, Local 348 agree that the transition from the three collective agreements (IBEW, Local 348 dated July 16, 1996, IBEW, Local 1007 dated April 29, 1997 and CSU 52 dated June 19, 1997) to this new integrated, IBEW, Local 348 agreement will be based on the following conditions:

- All notices for shift schedules, standby, vacations etc. will be automatically recognized upon ratification of this agreement such that there is no disruption to service and employees lives.
- Following date of ratification, TCE / 1007 employees will work a standard seven and one-half (7½) hour work day for the first six (6) weeks. Prior to expiry of the first three (3) weeks, employees must advise their supervisor if they wish to be scheduled onto the standard compressed work week schedule or remain on the standard seven and one-half (7½) hour work day schedule. Prior to the expiry of the second three (3) week period, management will arrange for implementation following the end of this period.
- Only new requirements for shifts, standby, vacations etc. that occur after the ratification of this agreement will be required to abide by the pre-requisite notices that are contained in this Collective Agreement.
- For the implementation of the revised Article 18 ~ Annual Vacations employees previously covered under the AGT Limited and IBEW, Local 348 agreement will be paid the difference, if a positive number, between the gross dollar amount in their vacation bank at the date of ratification less the number of accrued vacation hours at the date of ratification times their January 1, 1999 regular hourly rate of pay.
- For the purposes of implementation of Clause 22.08(a), employees who made no claim for reimbursement of footwear in 1998 may claim the two hundred (\$200) dollar accrued amount in 1999. For those employees who made a claim for reimbursement of footwear in 1998 they must accrue into 2000 before they can make a claim for a purchase and reimbursement of the two hundred (\$200) dollars.

- The Parties will send out to the TCE / 1007 employees a letter identifying their Classification, Sub-Classification and Headquarters placement within thirty (30) days of ratification. Employees will be asked to respond within two weeks if the information is incorrect – no response means the information is correct.

Signed by:

Don Windsor
TELUS

Dated:
March 28, 1999

signed by:

Mike Semeniuk
International Brotherhood of
Electrical Workers, Local Union 348

Dated:
March 28, 1999

APPENDIX A – RELOCATION POLICY

Supplementary Appendix to, and not Constituting a Part of, the Craft and Services Employees Agreement.

When the Company approves an employee relocation from one headquarters to another and a move of residence is required, the costs associated with the move are to be borne by the Company and will be governed by the terms of the applicable sections of the Company's relocation policy dated June 11, 1990. All eligible expenses must be authorized by the Company.

The Company relocation policy shall apply equally to Regular Full-Time, Regular Part-Time and Casual employees.

Notwithstanding the reference in the Company relocation policy to a minimum forty (40) kilometer move, an approved relocation from one headquarters to another headquarters will be considered eligible for a move based on the following definition of headquarters:

Headquarters for the purpose of this Appendix will be the metropolitan areas as follows:

City of Edmonton: City limits & to include Sherwood Park, St. Albert & Namao
All other Cities and Towns: City of Town limits

APPENDIX B – CONTRACTING OUT

Supplementary Appendix to, and Not constituting a Part of, the Craft and Services Employees' Agreement.

The Company agrees to have AGT Limited work performed by employees, although at times it may be necessary to have a variety of work performed by outside contractors.

APPENDIX C – CRAFT CLASSIFICATION TRANSITION

The following table represents the new classifications agreed to by the Company and Union respecting gender neutral titles. It is not the intention of the Parties to have the content of any job functions changed. Some previous classifications have been retitled. Those classifications with no incumbent employees are listed in a letter of understanding.

Layoffs, should they occur, will continue to be by job classification. Redeployment may occur by sub-classification.

Employees who have been previously performing the function of loader/dispatcher under the classification of CO Test, Facilitiesman I, and I&R, will now be classed as Combination Technician, sub-class Loader/Dispatcher.

Employees will be redeployed to the Loader Dispatch function by the Redeployment of Loader/Dispatcher Letter of Understanding.

Employees who are currently classed as Facilitiesman I and II will have their classification adjusted as follows. Facilities I and II who are currently doing the work of other considerations shall be reviewed on a case by case basis. The remainder of the Facilitiesman I and II will be "grandfathered" as a Facilities sub-classification in the Combination Technician classification with their rate of pay maintained.

TELECOMMUNICATION TRADES

Existing	New Classification	Sub-Classification
CABLESPLICER CR, acceptance, CSO , plant repair, production, control centre co-ordinator towerman	CABLE TECHNICIAN	CABLESPLICER CABLE REPAIR TOWER
CENTRAL OFFICEMAN microwave, network, switching, toll CO test network operations centre / broadband operations centre	CENTRAL OFFICE TECHNICIAN	NETWORK MAINTENANCE NETWORK TEST NETWORK OPERATIONS CENTRE
I & R MOBILE	CENTRAL OFFICE TECHNICIAN	MOBILE
REPAIRSHOP I TEST EQUIP. SERVICEMAN	CENTRAL OFFICE TECHNICIAN	REPAIRSHOP TECHNICIAN
COMBINATIONMAN, INSTALLATION & REPAIR data, voice, CSP , complex, special services, res.	COMBINATION TECHNICIAN	SERVICE TECHNICIAN LOADER/DISPATCHER
FACILITIESMAN I & II	COMBINATION TECHNICIAN	FACILITIES
LINEMAN	LINE TECHNICIAN	LINEMAN
EQUIPMENT INSTALLER	NETWORK INSTALLATION TECHNICIAN	NETWORK INSTALLATION
TECHNICIAN I & II	PROVISIONING TECHNICIAN	ACCESS ENGINEERING NETWORK APPLICATIONS CIRCUIT & NETWORK ADMINISTRATION DIAL SERVICES

BUILDING AND EQUIPMENT TRADES

Existing	New Classification
CARPENTER	CARPENTER
ELECTRICIAN	ELECTRICIAN
PAINTER	PAINTER
PLUMBER	PLUMBER
REFRIGERATION MECHANIC	REFRIGERATION MECHANIC
VEHICLE& EQUIPMENTMECHANIC	VEHICLE& EQUIPMENTMECHANIC

SERVICES

Existing	New Classification
BUILDING CUSTODIAN I	BUILDING CUSTODIAN
BUILDING CUSTODIAN II	BUILDING CUSTODIAN
BUILDING SERVICEMAN	BUILDING MAINTAINER
CHIEF RACKMAN	CHIEF RACK EMPLOYEE
COIN TELEPHONE COLLECTOR	COINCOLLECTOR
GROUNDMAN	GROUNDMAN
STOREMAN I	MATERIALHANDLER
RACKMAN	RACKEMPLOYEE
REPAIRSHOP SERVICEMAN	REPAIRSHOP SERVICE REPRESENTATIVE
SENIOR STOREMAN	SENIOR MATERIALHANDLER
SENIOR REPAIRSHOP SERVICEMAN	SENIOR REPAIRSHOP REPRESENTATIVE
TRUCKDRIVER	TRUCKDRIVER
VEHICLE & EQUIPMENT SERVICEMAN	VEHICLE & EQUIPMENT SERVICE EMPLOYEE

APPENDIX D – VACATION CARRY OVER CALCULATIONS

Pursuant to Article 18 employees may, with management approval, carry over vacation to the following year. The amount of carry over is calculated as follows.

The Canada Labour Code stipulates that employees with less than seventy two (72) months of employment MUST take ten (10) days vacation each year, and employees with more than seventy two (72) months of employment MUST take fifteen (15) days of vacation.

AGT Limited employees with one (1) to six (6) years of service are eligible for three (3) weeks (15 days) of vacation and the Code states the minimum to be taken is ten (10) days.

The amount of carry over is calculated as follows:

vacation entitlement – Code minimum = carry over

in this example:

15 days – 10 days = 5 days.

Therefore the employee may carry over 5 days of vacation.

An employee with seven and eight years of service:

vacation days = 15, Code minimum = 15

15 – 15 = 0

therefore employees with seven or eight years of service are not eligible to carry over any vacation days.

An employee with nine to fifteen years of service:

vacation days = 20, Code minimum = 15

20 – 15 = 5

therefore the employee may carry over 5 days of vacation.

An employee with sixteen to twenty-four years of service:

vacation days = 25, Code minimum = 15

25 – 15 = 10

therefore the employee may carry over 10 days of vacation.

APPENDIX E – REST PERIOD LETTER

This appendix is intended to clarify, and not detract from or add to, the collective agreement between the IBEW and AGT Limited.

Craft & Services Employees are entitled to an eight (8) hour rest period. Where the employee is working an 0800–1700 shift, the second session normally would be at 1300. Should the eight (8) hour period extend into the second session (normally beginning at 1300) the employee is not required to come to work. Variations of the lunch break commencement may cause variations to this application. Depending on the classification of worker involved, some Craft & Services employees “relieve” others for lunch break, while others commence lunch break coincidental to the end of a “job” (premise visit). Where your lunch hour (or half hour) regularly fluctuates, it is often difficult to pin down the start time of the second session. For the purpose of the rest period application, it will normally be 1300. Some examples follow:

Employee regularly works 0800–1630 with half hour lunch at 1200–1230 – rest period must be eight hours prior to the start of the second session (1230). Therefore an employee who worked overtime to 0430 would have an eight (8) hour rest and be required to report for the second session at 1230. Should that employee work past 0430, then they are working “into the second session” for the purpose of the rest period application.

Where the same 0800–1630 shift (above) is worked with a lunch from 1230–1300, (making the sessions unbalanced, perhaps to accommodate a relief period) then the second session is normally commencing at 1300. In this case, the employee working past 0500 would not report for the second session.

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