COLLECTIVE AGREEMENT

BETWEEN

CANADIANTELECOMMUNICATIONS EMPLOYEES ASSOCIATION

AND

CONNEXIM

CLERICAL AND ASSOCIATED EMPLOYEES







1290402

TABLE OF CONTENTS

Article	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Page
	Preamble	1
	Application	2
	Discrimination	2
	Definitions	3
	Deduction of Regular Dues	5
	Employee Information	6
	Notification to Association	6
	Employee Representatives	7
	Time Allowance	7
9	Meetings	9
10	Bargaining Procedure	9
11	Expenses	10
12	Management Rights	10
13	Health and Safely	10
14	Leave for Employees with Child Care Responsibilities	12
15	Discipline	12
16	Grievances	13
17	Arbitration	17
	Force Adjustment	18
	Technological Change	19
	Rates of Pay	19
	Wage Administration	20
22	Differentialand Premium Pay	22
23	Seniority	24
_	Hours of Work	25
25	Overtime	27
26	•	30
27	Days Off With Pay	33 36
28	Vacations	
29	Sickness Absence	42 43
30	Bereavement Leave	
31		44 45
32	Transfers	40

TABLE **OF** CONTENTS (cont'd)

Artici	.e	i aye
33	Workforce Diversity	46
34	Cost of Living Allowance	46
35	Benefits	46
36	Validity of Agreement	47
37	Cancellation of Previous Agreement	47
38	Duration of the Agreement	47
	Witness Clause	48
Appe	ndix	
Α	List of Clerical and Associated Occupations	49
В	List of Localities	50
С	Weekly and Hourly Basic Rates of Pay	51
D	Performance Remuneration Program(PRP)	58
Е	Working Conditions for New Temporary Employees	59
Memo	oranda of Agreement INDEX	63
Conn	exe" Employee Status	106
	pressed Work Week and averaging of hours of work	79
On-call Premium		102
	Shift for Teleworking	98
Γreatr	ment of Employees on a Frozen Rate of Pay	100
/isual Display Terminal		94
/oluntary Programs of Reduced Hours		75
	orce Adjustment Plan	63
	,	

ALPHABETICAL INDEX

Absence Due to Sickness or Quarantine Adoption Leave		Page 42,43,60 12
Appen	List of Clerical and Associated Occupations	49
	List of Localities	50
	Weekly, Hourly and Annual Basic Rates of	51
D	Pay by Salary Group Achievement Incentive Plan – Performance	58
D	Remuneration Program (PRP)	00
Е	Working Conditions for New Temporary	59
	Employees	
Applica	ation	2
Arbitration		17
Banked Overtime		30
Bargaining Procedure		9
Basic Hours of Work - Definition		4
Benefits		46,71
Bereavement Leave		43,60
Board and Lodging		45
	llation of Previous Agreement	47
_	e in Tour of Duty	22,82
	Care Leave	12
	nas Eve and New Year's Eve - Special	24
Compensation		51
Collective Agreement Distribution		6
Committees - Health and Safety		10
Compensating Time Off - Overtime		30
Compressed Work Week		79
Consecutive Saturdays Worked		23,83
Cost of Living Allowance		46

	Page
Days Off With Pay - Personal Days Off With Pay Day Period – Definition Day Tour – Definition Deduction of Regular Dues Definitions	33,89 33,89 4,82 4,82 5 3,82
Differential and Premium Pay	22,82,83
Differential	
- Off-Normal Period	3,82
Discipline	12
- Meeting	6
 Notification to CTEA 	6
Discrimination	2
Duration of Agreement	47
Employee - Definition	3 6
Employee Information	7
Employee Representatives	7
- Change in Status of a representative	7
- Definition	7
- Notification to Company	7
- Notification to Representatives EPCX	19
Expenses	8
- Arbitration	17
- Board and Lodging	45
- Transportation	45
Force Adjustment	18

	Page
Full-time Employee - Definition	4
Grievances	13
- Dismissal	15
- Individualand Group	14
- Policy	15
Time Allowance for Union business	7
- Time Limits	16
Half Tour - Definition	4
Headquarters	5,50
Health and Safety	10
- Health and Safety Committees	11
Holidays	30
- Company	30
 During Vacation 	39
Pay for Work on a Holiday	31
- Substitute Holiday	30
Hours of Work	
 Arrangement and Assignment of Tours of Duty 	4,25
- Basic	4,25
- Compressed Work Week	79
- Day Period	4
- Full-time Employees	3,25
- Half-tour	4
- Meal Period	26
 Off-normal Period 	4,26
- Off-normal Tour	4,26
- Part-time Employees	3,25
- Scheduled Work Week	4
- Tour of Duty	4,26
- Voluntary Programs of Reduced Hours	75
Intervals between Steps in Salary Groups	20,52

	Page
Lay-offs (see also Termination)	18,63,64
Leave for Employees With Child Care	12
Responsibilities	
Letters of Intent	
- Alphabetical Index	112
List of Clerical and Associated Occupations	49
Localities	50
Management Rights	10
Meal Period	26
Meetings	9
 Bargaining Representatives 	9
- Expenses incurred	10'11
- Grievances	13
 Time Allowance for Union business 	7
Memoranda of Agreement	60
- Alphabetical Index	62
Negotiations	9
New Year's Eve - Special Compensation	24
Notification	6.50
- To Association	6,58
- To Company	1,7,9,10,17
To Representatives	17,63 7
Number of Employee Representatives	3
Occasional Employee - Definition	J
Off-normal Period	4, 82
- Definition	22,82
- Differential Paid	42,02

	Page
Off-normal Tour	
- Definition	3,82
- Differential	22
Overtime	26
 Compensating Time Off 	30
- Continuous	28
- Full-time Employees	27,103
- Meal Period	29
- Non-continuous	29
 Part-time Employees 	28
- Relief Period	29
Part-time Employee	
- Definition	3,80
- Hours of Work	25,80,85
- Overtime	28,85
 Pay Treatment 	19,22,27,62
Part-time work	
 Voluntary Programs of Reduced Hours 	75
Pay Days	21
Pay for Holiday not Worked	33,89
Pay for Work on a Holiday	31,87,88
Pay in Lieu of Vacation	40
Pay Treatment - Employee Absent	20
Planning for Paid Days Off	35
Preamble	1
Pregnant Employees, VDT	94
Premium Pay	
Change in Tour of Duty	22,82
Christmas Eve and New Year's Eve	24
- Consecutive Saturdays Worked	23,83

	Page
- Consecutive Saturdays Worked	23
- New Temporary Employees	3,59
- Sundays	23,83
Probationary Employee- definition	
- Definition	4
- Termination	12
Profile (see EPCX)	19
Promotional Pay Treatment	21
Rates of Pay	21,51
Appendix C	51,52,53,54,55,56,57
- Treatment of employees on a Frozen Rate	100
Regular Employee - Definition	4
Relief	27
Scheduled Work Week - Definition	4,80
Seniority	24,26
Separation	18,64
Sickness or Accident	42,45,60
Sickness or Quarantine	
- Absence	42,45,60,86
 Transportation expenses 	45
- Quarantine	60
Sunday Premium Pay	23
Technological Change	19
Temporary Employee - Definition	4
Temporary Work Assignments	21
Termination (also see Lay-off)	12,15,18,64,69
Time Allowance for Union business	7

	Page
Tour of Duty	
- Arrangement and Assignment	25
- Change premium	22
- Definition	4
- Premium Pay	22,23,24
Transfers	45
Transportation Expenses	
- On the Job	45
 To and From Headquarters 	45
Travel Time and Expenses	45
- Board and Lodging	45
 Transportation Expenses 	45
Union Dues	5
Vacation	
- Entitlement	20
 Year of Engagementor Re-engagement 	36
 Subsequent years 	36
 Compressed Work Week 	90
- Holiday During	39
- Number of Weeks	37 46
- Pay	· -
- Pay in Lieu of	40,41 39
- Period	39
- Schedules	39
- Sickness or Accident	47
Validity of Agreement	94
Visual Display Terminal	75
Voluntary Programs of Reduced Hours	20,51,52,53,54,55,
Wage Administration	56,57
	30,01
	1.7

	Page
Wage freeze	100
Wage Increases	20,51,52,53,54,56,57
- Effective Date	20
 Interval from One Step to the Next 	20
- Promotional Pay Treatment	21
- Temporary Work Assignments	21
Witness Clause	48
Workforce Adjustment Plan	63
- Career Transition Services	65
- Displacement Procedure	64,68
 Involvement of the Association 	63
- Lay-Off Allowance Plan	65,69,70
- Benefits	71
 Information Lists 	74
 Recall Procedures 	72
- Management of Surplus	64
- Separation	64,71
Workforce Diversity	46
Working Conditions for New Temporary	3,59,60,61
Employees	

COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 14th day of May 2006 BETWEEN:

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

OF THE FIRST PART:

and

CONNEXIM, hereinafter called "Connexim",

OF THE SECOND PART.

WHEREAS, by notice dated the 6th day of February, 2006, the Association requested Connexim to enter into negotiations with a view to the completion of a collective agreement, replacing the Collective Agreement dated the 1st day of June, 2002;

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

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

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

ARTICLE 1 APPLICATION

- **1.01** Connexim agrees to recognize the Association as the sole collective bargaining agent for employees covered by this Agreement.
- **1.02** Where Connexim adds a new occupation to the bargaining unit, Appendix A shall be deemed to be amended to include that new occupation upon notification *t*o the Association.

ARTICLE 2 DISCRIMINATION

- **2.01** Connexim will not discriminate against an employee because of membership in the Association or activity authorized herein on behalf of the Association.
- **2.02** Connexim and the Association agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, political affiliation with a legitimate political party, conviction for which a pardon has been granted or for exercising any rights under this Collective Agreement. The parties also agree that no employee should be subjected to sexual or psychological harassment.
- **2.03** Use in this Agreement of the feminine or masculine gender shall be construed as including both female and male employees, and not as specific sex designations.

ARTICLE 3 DEFINITIONS

3.01 For purposes of this Agreement,

- (a) "Employee" means a person employed in Connexim, to do work in any of the occupations listed in Appendix A, but does not include a person who:
 - is employed in a confidential capacity in matters relating to industrial relations, or
 - (2) is employed as an occasional employee, or
 - (3) exercises management functions.
- (b) "Regular Employee" means an employee whose employment is reasonably expected to continue longer than one (1) year, although such employment may be terminated earlier by action on the part of Connexim or the employee.
- (c) "Temporary Employee" means a Part-time employee who is engaged on the understanding that the period of employment is not expected to exceed three (3) years.
 - The working conditions outlined in Appendix E apply to a Temporary employee with less than six (6) months of net credited service.
- (d) "Full-time Employee" means an employee who is normally required to work the basic hours of work.
- (e) "Part-time Employee" means an employee who is normally required to work less than the basic hours **of** work.
- (9 "Occasional Employee" means a person who is engaged on the understanding that the period of employment will not exceed 45 days worked in one calendar year.

- (g) "Probationary Employee" means an employee who has worked less than 130 days or who has less than 12 months of net credited service. When the first of these two (2) terms is completed, the employee will no longer be considered a probationary employee.
- (h) "Connexe employee" means an employee who comes from an outsourcing initiative and for whom the working conditions are contained in the "Connexe Employee Status" Memorandum of agreement.
- (i) "Basic Hours of Work" means the basic hours of work per day and the basic days of work per week as provided in Article 24 for Full-time employees.
- (j) "Scheduled Work Week means the scheduled tours of duty comprising the basic hours of work for the week.
- (k) "Tour of Duty" means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which she has been advised in advance.
- (I) "Half Tour" means one-half the duration of a tour of duty.
- (m) "Day Period" means the period of time between 6:00 A.M. and 7:00 P.M. on any day.
- (n) "Off-normal Period" means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day.
- (o) "Day Tour" means a tour of duty all of which falls within the Day Period.
- (p) "Off-normal Tour" means a tour of duly all or a portion of which falls within the Off-Normal Period.
- (q) "Representative" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Association to Connexim.

(r) "Headquarters'means a locality listed in Appendix B in or from which an employee normally works.

ARTICLE 4 DEDUCTIONOF REGULAR DUES

- **4.01** Subject to the provisions of this Article, Connexim will, in each pay period, deduct an amount equivalent to the regular Association dues from the pay of all employees in the bargaining unit.
- **4.02** Where an employee does not have sufficient earnings in respect of any pay period to permit deductions, Connexim shall not be obligated to make such deductions from subsequent earnings.
- **4.03** Connexim will cease making such deductions when an employee is assigned to a position not covered by an Agreement with the Association, with the exception of employees who are assigned to an acting or temporary management position for three (3) months or less.
- **4.04** The amount of regular Association dues shall be such amount as may from time to time be certified **to** Connexim, in a form approved by Connexim, by an Officer of the Association.
- **4.05** Regular Association dues means the dues established as the dues payable and shall not include any initiation fee, insurance premium or special levy.
- **4.06** As soon as possible after the end of each pay period, Connexim will remit to the Treasurer of the Association, by cheque, the amount **so** deducted.
- **4.07** The Association agrees to indemnify and save Connexim harmless against any claim or liability arising out of the application of this Article.

ARTICLE 5 EMPLOYEE INFORMATION

5.01 Connexim agrees to supply each employee with a copy of this Agreement.

ARTICLE 6 NOTIFICATIONTO ASSOCIATION

- 6.01 Connexim agrees to supply at the end of each pay period, to designated Officers of the Association, the names and relevant information supporting the deduction of Association dues for all employees who were eligible for membership in the Association at any time during the period for which the information is supplied. Connexim will also provide any additional information mutually agreed to by the parties and **listed** in applicable Connexim practices.
- **6.02** Connexim agrees to advise the Representative concerned when an employee is hired, transferred, reclassified, or promoted to a management position. Such advice will be given to the Representative at the time the employee is informed **or** immediately thereafter.
- **6.03** (a) Subject to the provisions of Section 6.04, Connexim agrees to give as much prior notice as circumstances permit to the Representative of the employee concerned of any contemplated written reprimand or written warning, dismissal, suspension or demotion.
- (b) When a meeting is conducted to announce a disciplinary measure as described in Section 15.01 to an employee, it is agreed that the Representative of the Association may attend the meeting, where the employee concerned consents.
- **6.04** Where Connexim deems it necessary to take immediate action in dismissing, suspending or demoting any employee, Connexim shall thereafter immediately advise and review the case with the Representative of the employee concerned.

ARTICLE 7 EMPLOYEE REPRESENTATIVES

- **7.01** The number of representatives will not exceed 3% of the employees covered by this agreement. The Association agrees to notify Connexim in writing of the name of each Representative and of the Connexim operating unit in which she acts as a Representative. A Representative shall not act as such during working time until Connexim has been notified in writing of her election.
- **7.02** Before changing the status of any Representative who is to continue in Connexim's employ, so as to render her ineligible to represent her voting unit, such Representative shall be allowed reasonable time to transfer her duties as a Representative to her successor.

ARTICLE 8 TIME ALLOWANCE

8.01 Connexim agrees that:

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

- **8.02** (a) A representative designated by the Association may attend prebargaining meetings held by the Association to prepare for bargaining with Connexim, without deduction of the time so occupied in the computation of the time worked for Connexim, and without deduction of wages in respect thereof, up to a maximum of five (5) days from her regularly scheduled tours of duty, provided that Connexim is given the name of the representative designated by the Association at least two (2) weeks before the date the time off is to begin.
- (b) It is agreed that the total of all such pre-bargaining time off for all representatives calculated together shall not exceed 60 days.
- **8.03** An authorized bargaining Representative of the Association may have time off from work during her scheduled working hours for purposes of bargaining, without deduction of the time so occupied in the computation of the time worked for Connexim, and without deduction of wages in respect thereof; provided that such time is actually devoted to collective bargaining with management, but only until the expiry date of this Collective Agreement.
- **8.04** (a) Representatives may, without deduction of the time so occupied in the computation of the time worked for Connexim, attend to other business of the Association during scheduled working hours, provided that each Representative must arrange with her immediate superior, subject to service requirements, for all time off the job, not to exceed 30 consecutive calendar days, required for the above purpose and providing such business is concerned with the bargaining unit covered by this Agreement. All time off so required will be granted as time off without pay; however
- (b) Connexim will pay the Representative, on behalf of the Association, at her basic rate of pay for all time off without pay to attend to other business of the Association. Any amount so paid by Connexim will be billed to the Association, which shall remit that amount to Connexim within 30 days of receipt of the bill;

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

ARTICLE 9 MEETINGS

- **9.01** Meetings between the authorized bargaining Representatives of the Association and the designated bargaining Representatives of Connexim shall be held as required, on reasonable notice by either party.
- **9.02** At such meetings, the number of persons shall not exceed four (4) for Connexim and four (4) for the Association. Any increase to the number of persons at the bargaining table shall be by mutual agreement between the parties.

ARTICLE 10 BARGAINING PROCEDURE

- **10.01** All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized bargaining Representatives of the Association on the one hand and the designated bargaining Representatives of Connexim on the other.
- **10.02** No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced **to** writing and signed by the authorized bargaining Representatives of the Association and by the designated bargaining Representatives of Connexim. An agreement so signed shall take effect as and from the effective date specified therein.

ARTICLE ■ EXPENSES

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

ARTICLE 12 MANAGEMENT RIGHTS

12.01 Connexim has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, *to* conduct its business efficiently and to direct the working forces and, without limiting the generality of the foregoing, it has the exclusive right and power *to* hire, promote, transfer, demote or lay-off employees, and *to* suspend, discharge or otherwise discipline employees. Connexim agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

ARTICLE 13 HEALTH AND SAFETY

- **13.01** Both parties *to* this Agreement acknowledge their common concern for maintaining a healthy and safe working environment.
- **13.02** Connexim accepts the responsibility of making adequate and reasonable provisions for the health and safety of employees during their working hours. Connexim will welcome suggestions by the Association regarding the health and safety of employees.

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

Health and Safety Committees

- **13.04** (a) The Health and Safety Steering Committee is composed of one (1) representative designated by the Association and one (1) representative of Connexim.
- (b) The Health and Safety Steering Committee will be responsible for establishing its own rules and procedures, as well as the rules and procedures of the Local Health and Safety Committees, their scope of responsibility, frequency of meetings and any other similar matter.
- **13.05** The Local Health and Safety Committees are composed in equal numbers of employees and managers of Connexim.
- **13.06** Except for the number of Committees and the frequency of meetings, the rules for both the Health and Safety Steering Committee and the Local Health and Safety Committees, as referred to in Subsection 13.04 (b) shall mean the powers and obligations of Work Place Health and Safety Committees found in Part II of the Canada Labour Code.
- **13.07** It is clearly understood that relevant health and safety issues which have implications that transcend local concerns will be referred to the Health and Safety Steering Committee together with any documentation dealing with these issues.

ARTICLE 14

LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

- **14.01** An employee who has completed six (6) consecutive months of continuous employment with Connexim shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Connexim practices currently in effect, or as amended from time to time following consultation with the Association.
- **14.02** In addition, a Regular employee who has completed six (6) consecutive months of continuous employment with Connexim and who meets the conditions of eligibility contained in the applicable Connexim practices, shall receive a supplemental maternity allowance in accordance with these same practices.

ARTICLE 15 DISCIPLINE

- **15.01** No employee shall be given a reprimand or a written warning, be suspended, dismissed or demoted for disciplinary reasons except for just cause.
- **15.02** All disciplinary measures referred to in Section 15.01, shall be removed from an employee's record no later than two (2) years, after they have been imposed.
- **15.03** Notwithstanding Section 15.01, Connexim retains the right to terminate the employment of a probationary employee who is found by Connexim to be unsuitable.

ARTICLE 16 GRIEVANCES

General

- **16.01** (a) The parties to this Agreement are committed to promptly resolving any differences between the Association and the employees it represents and the immediate manager. The parties agree that the employee's Representative, or a Representative designated by the Association, and the manager of the employee should try to resolve the differences prior to a grievance being **filed** in accordance with the provisions of this Article. The employee concerned may attend this meeting, if she so desires.
- (b) Grievances of an individual employee or groups of employees shall be handled by the Association at the request of the employee or employees, and shall be processed in accordance with Sections 16.04 to 16.10 inclusive. Each grievance shall be presented to Connexim within 42 calendar days from the occurrence on which such grievance is based.
- **16.02** Where a grievance is being handled by a Representative of the Association, Connexim will not endeavour to settle the difference with the employee involved without prior notice to the Representative. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a Representative. No such grievance will be deemed to have been settled without the concurrence of the employee's Representative.
- **16.03** The right of an individual employee or groups of employees to settle their grievances personally with Connexim management through the regular supervisory channels, up to and including the third level of management, or equivalent, is not restricted by this Agreement, except where such grievance is being handled, or has been handled, by the Association.

Process

- **16.04** All grievances shall be submitted in writing on a standard grievance form agreed to **by** the parties. The form shall include:
 - (i) the grievor's name and occupation,
 - (ii) the date of the event giving rise to the grievance,
 - (iii) the nature of the grievance,
 - (iv) the remedy sought from Connexim,
 - (v) identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement.

Individual and Group Grievances

Grievance Committee, Step 1

16.05 Where a grievance is handled by the Association at the request of the employee(s), two Representatives designated by the Association of the employee(s), and the employee if she so desires, shall attempt to settle the grievance with the second and third level **of** management and having jurisdiction over the grievor. The managers shall have fourteen **(14)** calendar days following the presentation **of** the grievance in which to render a decision in writing. The managers shall sign the grievance and enter the date a decision was rendered.

Grievance Committee, Step 2

16.06 Where a grievance has not been settled at Step 1, it shall be submitted by the Association Vice-president and a Representative designated by the Association to the person responsible of Industrial relations in Connexim and the Vice President of the group involved, within 21 calendar days of the disposition of the matter at Step 1. The management shall have 21 calendar days following the presentation of the grievance in which to render in writing all the motives of their decision.

Dismissal

16.07 In the case of a dismissal, the matter may be referred directly to Step 2 of the grievance procedure.

Policy Grievances

- **16.08** If the interests of the Association as a party to this Agreement are affected by the Company's interpretation, administration, application or alleged violation of any provision of this Agreement, the Association may file a grievance directly to the Senior Director involved. Such grievance shall be identified as a Policy Grievance and shall be submitted by the Union representative and signed on behalf of the Association. That manager shall have 21 calendar days following the presentation of the grievance in which to render a decision in writing to the Association.
- **16.09** If a Policy Grievance has not been settled as provided under the provisions of Section 16.08, it shall be submitted by a vice-president of the Association to the vice-president of the group or equivalent, and to the person responsible of Industrial relations within 42 calendar days of the decision under Section 16.09. The management shall have 42 calendar days following the presentation of the grievance in which to render a decision in writing to the Association.

Note: A Policy Grievance of broader application than a group may be signed and submitted by a vice-president of the Association directly to the vice-president of the group or equivalent, and to the person responsible of Industrial relations.

- **16.10** Where a Policy Grievance has not been settled as provided under the provisions of Section 16.09, the grievance shall be processed in accordance with the provisions of article 17.
- **16.11** The Company may file a grievance at Step 3 of the grievance procedure. Such grievance shall be filed by the person responsible of Industrial relations. For purposes of Company grievances, the provisions of Section 16.06 will be read and construed with necessary changes.

Time Limits

- **16.12** Any grievance not presented or processed by the Association in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or reopened.
- **16.13** If Connexim fails to respond or if the grievance is not settled within these time limits, the grievance may be processed immediately to the next step.
- **16.14** Time limits may be extended only by mutual consent, in writing and a formal email exchanged between both parties to that effect may be accepted as mutual consent.

ARTICLE 17 ARBITRATION

- **17.01** Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Association and Connexim, there shall be no stoppage of work and either party may, after exhausting the grievance procedure established by this Agreement, institute arbitration proceedings within 42 calendar days after the disposition of the matter by Connexim, in accordance with Subsection 16.06, but no later, in the manner set forth below, to have the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.
- **17.02** In the event that it becomes necessary *to* submit any matters to arbitration, the parties will endeavour in each instance to agree upon and appoint a single arbitrator within 10 calendar days after the service by either party upon the other of written notice to arbitrate. If the parties fail *to* agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Canada, *to* appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.
- **17.03** The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching his decision he shall be bound by the terms and provisions of this Agreement.
- **17.04** The arbitrator shall, before the hearing, require the representatives of the parties to attend before him to define the question of interpretation, application, administration or alleged violation to be arbitrated and *to* establish the procedure to be followed at the hearing. All steps in connection with the arbitration shall be taken as expeditiously as possible.

- **17.05** The parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of its witnesses and representatives, exhibits or otherwise.
- **17.06** The decision of the arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based.

ARTICLE 18 FORCE ADJUSTMENT

- **18.01** Where any condition arises which reduces the work load to the extent that a general program of lay-offs or spreading the work is contemplated, Connexim shall endeavour to reach an agreement with the Association as to whether a plan of part-timing, lay-offs or a combination of the two shall be put into effect.
- **18.02** In the event that an agreement as to a plan cannot be reached within a period of 20 days after the matter has been submitted to the Association, Connexim may proceed on a plan of part-timing to the extent it deems necessary.
- **18.03** It is expressly understood, however, that if Connexim proceeds on a plan of part-timing at the expiration of the 20 day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party. Similarly, after agreement has been reached as to a plan of force adjustment, either party may resume negotiations at any time in **an** effort to obtain agreement upon modifications **of** the plan then in effect.

ARTICLE 19 TECHNOLOGICAL CHANGE

19.01 For the purposes of this article, « technological change » will be defined as by section 51(1) of Division IV, Part I of the Canada Labour Code. The Company agrees to consult with the Association in order to assist affected employees whose conditions of employment or employment security are impacted by any technological change. Such consultation shall be made through the Bargaining Committees within the shortest time frame possible following notification to one of the two parties.

It is agreed that sections 52, 54 and 55 of Division IV, Part I of the Canada Labour Code shall not apply during the term of this Collective Agreement.

ARTICLE 20 RATES OF PAY

- **20.01** The parties agree that the EPCX Plan of job evaluation affords an acceptable method for establishing the relative worth of Clerical and Associated occupations. Clerical and Associated occupations shall be jointly rated by Connexim and the Association in accordance with the EPCX Plan.
- **20.02** The basic rates of pay corresponding to the salary groups into which Clerical and Associated occupations listed in Appendix A are classified, are set forth in Appendix C. The basic rates of pay for Clerical and Associated occupations other than those listed in Appendix A shall be determined by Connexim after review with the EPCX Joint Committee.
- **20.03** The rates of pay for employees who work less than the basic hours per week shall not be less than the pro rata proportion of the rates of pay hereby established.

ARTICLE 21 WAGE ADMINISTRATION

Wage Increases

- **21.01** Except as otherwise provided in Appendix C of this Agreement, the time interval from one step to the next on the salary groups shall be 12 months.
- **21.02** The time interval shall begin, for an employee who is engaged or re-engaged:
- (a) between the first and fifteenth day of a month inclusive on the first day of that month,
- (b) on or after the sixteenth day of a month on the first day of the following month.
- **21.03** Wage increases shall be granted on the basis of satisfactory performance as determined by Connexim, and may be granted at intervals specified in the salary groups in Appendix C, or be deferred for **a** period determined by Connexim. Where an increase is deferred, the employee concerned and the Representative of the Association shall be informed of the reasons for such action. Increases and decreases in the basic rates of pay shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.
- **21.04** The effective day for an increase shall be the first day of the biweekly pay period closest to the first day of the month.

Promotional Pay Treatment

21.05 Where an employee is promoted, the rate of pay on promotion shall be the rate on the salary group of the new job which corresponds with the employee's salary group step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the salary group of the new job. However, the number of months so accumulated is limited to the time interval to reach the next step of the salary group as outlined in Appendix C of this Agreement.

Temporary Work Assignments

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

Higher Rates of Pay

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

Pay Days

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

ARTICLE 22 DIFFERENTIALAND PREMIUMPAY

Differential for Work in Off-Normal Period

- **22.01** (a) Where an employee is required to work an off-normal tour, she shall be paid a differential of 1,20 dollars for each hour, or part thereof, which falls within the off-normal period.
- (b) Where an employee is required to work an off-normal tour, which falls, between 12:01 A.M. and 5:59 A.M. on any day, she shall be paid a differential of 1,80 dollars for each hour, or part thereof that she worked.

22.02 A differential shall not be paid for:

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

Premium Pay for Change in Tour of Duty

- **22.03** (a) If a full-time employee is given less than four (4) days notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the four (4) day notice requirement.
- (b) If a Part-time employee is given less than one (1) day notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is short of the one (1) day notice requirement.

- (c) If a Part-time employee has not been given 48 hours notice of the cancellation or reduction of her scheduled hours on any day, she shall be paid at her basic rate of pay, for half of the number of hours so scheduled for that day but cancelled by management.
- **22.04** Where the change in tour is made at the employee's request, she shall be paid on a straight time basis.
- **22.05** Where the change in tour is made in accordance with Section 24.05, no premium shall apply for the change in tour.

Premium Pay for Consecutive Saturdays Worked

- **22.06** An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of Connexim, works at least one-half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.
- **22.07** This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials, is higher than her basic rate of pay.

Sunday Premium Pay

- **22.08** The employee whose tour of duty may be scheduled according to a 7/24 schedule is entitled to the Sunday premium if;
 - (a) she works a minimum of 60 hours per pay period and,
 - (b) her schedule falls partially or entirely between 00:01am and 11:59pm Sunday and,
 - (c) she works her tour of duty the Saturday immediately preceding this said Sunday.

Any other employee whose schedule falls partially or entirely between 00:01am and 11:59pm on Sunday is entitled to the Sunday premium.

Sunday Premium Pay is one-half time extra for the time worked in this period except where the employee has not been given 48 hours notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day.

22.09 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of the differentials provided in Section 22.01, and the special compensation provided in Section 22.10, is higher than her basic rate of pay.

Christmas Eve and New Year's Eve. Special Compensation

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

ARTICLE 23 SENIORITY

- **23.01** Connexim recognizes its responsibility to an employee who has a long service record and agrees to give consideration to the length of service of an employee in matters affecting her, to the extent that **in its** judgment circumstances will permit, having due regard to Connexim operations.
- **23.02** Seniority, for the purposes of this Agreement, shall be determined by the net credited service as shown on the Connexim records.

ARTICLE 24 HOURS OF WORK

Full-time Employees

- **24.01** The basic hours of work per day for a Full-time employee shall be 7 ½ hours.
- **24.02** (a) The basic hours of work per week for a Full-time employee shall be 37 ½ hours on the basis **of** a five **(5)** day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 75 hours.
- (b) The aforementioned provisions may be modified after consultation with the union to implement schedules suited to the specific needs of Connexim and of Connexim employees working in a group that provides 7/24 service.

Part-time Employees

24.03 The hours of work for employees who are scheduled to work for less than the basic hours shall be determined by Connexim.

Arrangement and Assignment of Tours of Duty

- **24.04** A tour of duty may be scheduled on any day of the week depending on the requirements of the job.
- **24.05** (a) Where a Full-time employee is required to work on a Sunday, and works her basic hours for that day, whether on a scheduled or non-scheduled basis, such tour of duty shall be considered as part of her scheduled work week.

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

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

- **24.06** The starting and ending times for all tours of duty shall be determined by Connexim.
- **24.07** An employee shall be assigned to her tours of duty by Connexim to meet service requirements, due consideration being given to the seniority of the employee in the group.

Meal Period

- **24.08** The meal period for an employee shall not exceed one (1) hour.
- **24.09** A 20 minute meal period shall be counted as time worked where an employee is required to work:
- (a) all or a portion of her regularly scheduled tour of duty in an off-normal period, or
- (b) in the day period on Sunday, if Sunday is included in her scheduled work week, or
- in the day period on a holiday, if the holiday is included in her scheduled work week.

- **24.10** A paid relief period of not more than 15 minutes shall be given to each employee according to the following provisions:
- (a) Full-time employee A paid relief period as close as possible to the middle of each half tour according to service requirements.
- (b) Part-time employee Apaid relief period for each tour of less than 5 ½ hours:

or

a paid relief period as close as possible to the middle of each half tour according to service requirements, for each tour exceeding $5 \frac{1}{2}$ hours.

ARTICLE 25 OVERTIME

Overtime Payments, Full-time and Part-time Employees

- **25.01** For a Full-time employee, overtime means the time worked:
- (a) in addition to 7 ½ hours of work on any day, or
- (b) on a day outside her scheduled work week.
- **25.02** For a Full-time employee, payment for overtime work shall be made:
- (a) at the employee's hourly rate multiplied by one and one-half (1%) times the hours worked;
- (b) for overtime worked in excess of four **(4)** hours in one (1) week, at the employee's hourly rate multiplied by two (2) times the hours worked.

- **25.03** A Part-time employee shall be paid on a straight time basis for all time worked:
- (a) on any given day, until she has worked the basic hours of work per day $(7 \frac{1}{2} \text{ hours})$, or
- (b) in any given week, until she has worked the basic hours of work scheduled per week (37 ½ hours).

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

- **25.04** For a Part-time employee payment for overtime worked shall be made:
- (a) at the employee's hourly rate multiplied by one and one-half (1½) times the hours worked, or
- (b) at the employee's hourly rate multiplied by two (2) times the hours worked for overtime worked in excess of four (4) hours in one (1) week, provided the employee has worked the basic hours of work for that week.
- **25.05** Where an employee is required to work overtime which immediately precedes or continues after her tour of duty (continuous), she shall,
- (a) except as otherwise provided in Sections 25.02 and 25.04, be paid for the total additional minutes worked in accordance with the following table:

Minutes Worked	Time Paid For
1 - 5	Nil
6 - 20	½ hr.
21 - 30	¾ hr.
31 - 40	1 hr.

Minutes Worked	Time Paid For
41 - 50	1 ¼ hrs.
51 - 60	1 ½ hrs.
61 - 70	13/4 hrs.
71 - 80	2 hrs.
81 - 90	21/4 hrs.
91 - 100	2 ½ hrs.
etc.	etc.

and

- (b) where required to work one (1) hour or more **of** overtime, receive an additional one (1) hour's pay if she has not been given at least one (1) hour's notice of such overtime required.
- **25.06** A meal period shall not be included in the calculation of overtime but shall not break the continuity of such overtime.
- **25.07** The employee is entitled to a paid relief period of no more than 15 minutes within each period of three overtime hours.
- **25.08** (a) Where an employee is required to work overtime which does not either immediately precede or continue after her tour of duty (noncontinuous), she shall be paid for the total additional minutes worked on an overtime basis.
- (b) If the employee has not been given 48 hours notice of such non-continuous overtime work, she shall receive an additional one (1) hour's pay.
- (c) If the amount to which an employee would be entitled under Subsections 25.08 (a) or (b) is less than $3\frac{3}{4}$ hours pay, she shall receive a payment of $3\frac{3}{4}$ hours pay.

25.09 Notwithstanding the above provisions of this Article, where Connexim agrees to compensate an employee for overtime hours worked by permitting the employee time off from her scheduled hours of work, such time off shall be banked on the basis of one and one-half (1%) hours for each hour of overtime worked. When taken, such time off shall be paid at the employee's basic rate of pay. Any such compensating time off shall be subject to the limits and conditions determined by Connexim.

ARTICLE 26 HOLIDAYS

26.01 The following shall be recognized as Company holidays:

New Year's Day Civic Holiday (in Ontario

Good Friday only)
Easter Monday* Labour Day
National Patriots Day Thanksgiving Day
(Victoria Day) Christmas

National Holiday (June Boxing Day (Dec. 26th)

24th in Quebec only) Canada Day (July 1st)

- * When an employee *is* required to work on Easter Monday, it shall not be considered as a Company holiday for that employee. In such event, the employee shall be granted a "Substitute Holiday". The Substitute Holiday shall be scheduled, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks during the period from the first Monday following Easter Monday to October 31st in that same calendar year.
- **26.02** The National Holiday and Civic Holiday (in Ontario) are substituted for Remembrance Day.
- **26.03** To meet general custom in a particular community, another holiday may be substituted for any of the recognized Company holidays listed above.

- **26.04** Where a Company holiday falls on **a** Sunday, the Monday immediately following shall be observed as the holiday.
- **26.05** Where a Company holiday falls on a day Monday *to* Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
- **26.06** Where a Company holiday falls on a Saturday, it shall be included in the employee's weekly schedule, or Connexim shall grant **a** paid holiday, pay for which is calculated according to Section 26.12, outside of the yearly vacation period at a date to be determined by Connexim.
- **26.07** Notwithstanding the provisions of Sections 26.05 and 26.06, the observance of the Boxing Day holiday shall be in accordance with the following:
- (a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.
- (b) Where Boxing Day falls on a day Tuesday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
- (c) Where Boxing Day falls on a Saturday, an employee shall be granted the day off with pay on the Monday immediately following.

Pay for Work on a Holiday

- **26.08** (a) Where a Full-lime employee is required *to* work on a Company holiday which is included in her scheduled work week, she:
- (i) shall be paid at her basic rate of pay for that day, or
- (ii) may be granted a holiday with pay at a lime convenient to the employee and Connexim, provided the employee works her basic hours for the day.

- (b) In addition, she shall be paid time and one-half for the time worked between 00:01AM and 11:59PM of the holiday, except for Christmas Day and New Year's Day, where she shall be paid double time for the time worked between 00:01AM and 11:59PM of the holiday.
- **26.09** Where a Part-time employee is required to work on a Company holiday which is included in her scheduled work week, she:
- (a) (i) shall be paid the greater of, not to exceed one-fifth of the basic weekly rate of pay:

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

or

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

or

(ii) may be granted a holiday with pay at a time convenient to the employee and Connexim;

and in addition,

(b) time and one-half for the time worked between 00:01AM and 11:59PM of the holiday, except for Christmas Day and New Year's Day where she shall be paid double time between 00:01AM and 11:59PM of the holiday.

- **26.10** If an employee has not been given 48 hours notice of a requirement to work on a holiday, she shall be paid double time for all time worked up to the basic hours of work for that day, plus one (1) additional hour's pay at straight time.
- **26.11** Where an employee is required to work on a holiday Saturday which is not included in her scheduled work week, she shall be paid on an overtime basis for the hours worked, and be entitled to one (1) day of paid leave, as provided in Section 26.06.

Pay for Holiday not Worked

- **26.12** Where an employee is not required to work on a Company holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day, or if a Part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:
- (a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;

or

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

ARTICLE 27 DAYS OFF WITH PAY

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

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

or

- (b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the day off with pay.
- **27.02** (a) One (1) of these days off with pay will be scheduled during the period from December 1st to the 15th of January of the following year.
- (b) One (1) of these days off with pay shall be granted, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks, during the period from December 1st of the current year to December 1st of the following year;
- **27.03** Where an employee cannot be granted a day off with pay in accordance with the provisions of Subsection 27.02 (a), she shall be paid one (1) additional day's pay, at her basic rate of pay, or if a Part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:
- (a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay:

or

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

Personal Days Off With Pay

- **27.04** (a) In addition to the days off with pay provided in Section 27.01, each Full-time employee with five (5) years or more of net credited service, will be granted days off with pay for personal needs, at her basic rate *of* pay for the day.
- (b) Paid personal days shall be granted as follows for the duration of the collective agreement:

<u>Dates</u>		Number of Paid Personal Days
-	May 31st, 2007	4
-		4
		4
-		4
-	May 31st, 2011	4
	-	- May 31st, 2007 - May 31st, 2008 - May 31st, 2009 - May 31st, 2010

- **27.05** These days off with pay shall be granted, subject to service requirements.
- **27.06** Two (2) **of** these personal days off with pay referred to in Section 27.04 may be used each year, as required, for personal emergencies, during the applicable prescribed period.

ARTICLE 28 VACATIONS

NOTE:

Notwithstanding the provisions of this Article set out below, an employee's entitlement to vacation with pay for a calendar year during which an employee takes a leave of absence with net credited service, shall be as determined by the terms and conditions of the leave.

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

Entitlementin Year of Engagement or Re-Engagement

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

For purposes of this Section:

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

Entitlement in Subsequent Years

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

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

Note:

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

- ** Up to three (3) weeks may be granted in the period June through September.
- *** Up to four **(4)** weeks may be granted in the period June through September.

Years	Additional vacation days	Total vacation
		entitlement
2006 and 2007	2 days per year	17 days
2008 and 2009	3 days per year	18 days
2010	4 days per year	19 days

- **28.04** In this Article, where a calendar week falls in two (2) months, such calendar week shall be considered to be in the month in which the Wednesday of that week falls. This interpretation shall apply in determining the end of April for scheduling under the provisions of Section 28.05 or rescheduling under the provisions of Section 28.11.
- **28.05** All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year. The vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.
- **28.06** Notwithstanding the provisions of Section 28.03, an employee who accumulates less than a full year of net credited service in a calendar year shall be entitled to a vacation with pay for that calendar year as indicated in the table below:

Full Vacation Entitlement Based on Employee's Net Credited Service	three weeks	weeks	weeks	six weeks
Number of Days Vacation Entitlement for each month during which an employee accumulates 15 or more days	1.5 days per	days	days	3 days per
of net credited service	month	month	month	month
Maximum Days Vacation for the Year	15 days	20 da s	25 da,s	30 days

Note: For employees who have between 7 and 9 years of net credited service, each additional vacation day represents 10% for each month the employees accumulate 15 or more days of net credited service.

- **28.07** Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and Connexim.
- **28.08** Vacation schedules shall be prepared each year by Connexim with due consideration to seniority, provided that such schedules shall be arranged as to cause, in the judgment of Connexim, the least possible interference with efficient performance of the work and customer needs. However, a Regular employee shall be afforded the opportunity to select vacation from Connexim's schedule before a Temporary employee. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.
- **28.09** (a) An employee shall not have the right to carry forward all or part of her vacation from one (1) vacation period to another, or to take vacation entitlement applicable to two **(2)** calendar years consecutively.
- (b) However, where in the judgment of Connexim, circumstances permit, having due regard to Company operations, employee requests to take vacation entitlement applicable to two (2) calendar years consecutively may be granted.
- **28.10** "Vacation Period" for the purposes of this Article shall mean the period of January 1st of one year to the end of April of the following year.
- **28.11** Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, Connexim may reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.
- **28.12** An employee shall be paid during vacation at her basic rate of pay determined in accordance with Connexim practice; but

- (a) in the year she is engaged or re-engaged, vacation pay shall not be less than 4% of her total earnings in the entire period of current service in the calendar year for which the vacation is given;
- (b) in the years subsequent to her year of engagement or reengagement, vacation pay shall not be less than 2% of her basic pay in the calendar year for which the vacation is given, for each week of vacation,

and in addition,

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

01

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

Pay in Lieu of Vacation

- **28.13** An employee shall be entitled to pay in lieu of vacation in accordance with the following Sections.
- **28.14** Where an employee resigns, is laid off, is dismissed or has completed her work, she shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner provided in Sections 28.15 to 28.17 inclusive.

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

28.16 An employee with one (1) or more years of net credited service in the years subsequent to her year of engagement or re-engagement, shall be granted pay in lieu of vacation in accordance with the following:

Number of weeks to which an employee is entitled according to net credited service	Pay in lieu of vacation according to the basic salary for the year for which the vacation is taken
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

Note: for an employee who has between 7 and 9 years of net credited service, each additional vacation day represents 0.4% of the base salary

and in addition,

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

- (ii) if an employee has six (6) or more years net credited service she shall also receive 6% on any difference between her total earnings in the calendar year for which the vacation is given and her basic pay for the calendar year.
- **28.17** The amount of pay in lieu of vacation to be granted in accordance with Section 28.16 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before she *left Connexim's* service.

ARTICLE 29 SICKNESS ABSENCE

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

- **29.01** An employee with six (6) months of net credited service, or more, who *is* absent on account of sickness or quarantine, shall be paid for continuous absence prior to the eighth full calendar day as follows:
- (a) An employee with six (6) months but less than two (2) years service shall be paid for that part of the absence in excess of four (4) consecutive half tours:
- (b) An employee with two (2) but less than four (4) years service shall be paid for that part of the absence in excess of two (2) consecutive half tours.
- (c) In the determination of pay treatment in Subsections 29.01 (a) and (b), a return to work not exceeding two (2) half tours shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence.

- (d) An employee with four (4) or more years' service shall be paid for the full absence.
- (e) An employee is not entitled to any pay or other benefit provided under this Article for any day in which she is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

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

29.02 Upon the eighth full calendar day of an absence covered under Section 29.01, such an absence shall be treated in accordance with applicable Connexim practices currently in effect, or as amended from time **to** time following notification to the Association.

ARTICLE 30 BEREAVEMENT LEAVE

- **30.01** An employee shall be granted, in the event of the death of her spouse, common-law partner, same-sex partner, child, mother or father, bereavement leave of up to five (5) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death.
- **30.02** An employee shall be granted bereavement leave of up to three (3) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death, in the event of the death of:
 - the spouse or common-law spouse of the employee's father or mother
 - her brother, her sister
 - her father-in-law or step-father, mother-in-law or stepmother, the spouse or common law spouse of the aforementioned

- the father, mother or children of her common-law spouse or same-sex partner
- a dependant or other relative residing in the same permanent residence as does the employee.
- **30.03** Connexim may extend the periods of bereavement leave provided for in Sections 30.01 and 30.02 to a maximum of five (5) days with pay from her scheduled tours of duty that occur during the seven (7) days immediately following the day of death, when it is necessary for the employee to leave the city in which she is employed.
- **30.04** An employee shall be granted, in the event of the death of her grandparent or grandchild, bereavement leave of up to three (3) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death.

ARTICLE 31 TRAVEL TIME AND EXPENSES

- **31.01** Where an employee is required to travel on Connexim's instructions outside her normal headquarters, the time spent travelling outside of her tour of duty shall be considered as travel time; except for, when sleeping accommodation is provided en route, the time between 10 P.M. on one day and 7 A.M. the next day, which is not considered travel time.
- **31.02** Where an employee is required by Connexim to travel to a work location other than her normal work location, inside her normal headquarters on **a** temporary basis, the portion of time spent travelling outside of her tour of duty, which exceeds by 15 minutes or more, per one way trip, the time normally spent travelling to her normal work location, will be considered as travel time within the meaning of this Article.

- **31.03** Where an employee is required by Connexim to travel to another work location within the same headquarters on a permanent basis, she shall be paid the portion of time spent travelling outside of her tour of duty in accordance with the provisions of Section 31.02 for the days worked during a period of 60 days immediately following the change of work location.
- **31.04** Travel time shall include unavoidable stop-over time between connections and shall be paid for on a straight time basis.

Transportation Expenses

- **31.05** Connexim shall pay the necessary transportation expenses incurred on the job within or between headquarters.
- **31.06** Where an employee is required to work outside her headquarters, Connexim shall pay approved transportation expenses once every week to and **from** her headquarters, provided her absence will not interfere with the job.

Board and Lodging

- **31.07** Where an employee is required to work outside her headquarters and to remain away from home overnight, she shall be paid approved board and lodging expense.
- **31.08** An employee who takes sick or meets with an accident while receiving board and lodging from Connexim, may be returned to her headquarters at Connexim's expense.

ARTICLE 32 TRANSFERS

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

ARTICLE 33 WORKFORCE DIVERSITY

- **33.01** (a) Connexim and the Association recognize the importance of achieving equity in the workplace so that all employees are treated fairly and are provided the opportunity to achieve their full potential.
- (b) The implementation of special measures and the accommodation of differences to correct conditions of disadvantage in employment may be required, for: women, aboriginal peoples, persons with disabilities and persons whose race or colour places them among Canada's visible minorities. In a similar vein, Connexim and the Association recognize the importance of creating greater awareness and acceptance of the diversity of the workforce.

ARTICLE 34 COST OF LIVING ALLOWANCE

Not in Force for Term of Present Collective Agreement:

- **34.01** The C.P.I. used for purposes of this Article shall be the C.P.I. Canada All Items (1986=100) as published by Statistics Canada or any successor Department or Agency.
- **34.02** Should the C.P.I. be amended or discontinued, the parties agree to consult to determine a means to give effect to the intention of this Article.

ARTICLE 35 BENEFITS

- **35.01** Connexim agrees to review with the Association, prior to its implementation, any change in the level of benefits provided to employees covered by this Agreement under the following:
 - The Pension Plan

- The health, life and accident insurance coverage under the Omniflex Benefits Program
- The Disability Plans

ARTICLE 36 VALIDITY OF AGREEMENT

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

ARTICLE 37 CANCELLATION OF PREVIOUS AGREEMENT

37.01 This Agreement, from its effective date, supersedes and cancels the Collective Agreement between Connexim and the Association, applying to employees as defined in Article 3 and dated June 1st, 2002.

ARTICLE 38 DURATION OF THE AGREEMENT

- **38.01** This Agreement shall be effective June 1st, 2006 except as otherwise herein provided, and shall remain in full force and effect up to and including May 31st, 2011.
- **38.02** This Agreement, unless terminated at the expiry of the said term by written notice given by either party to the other at least 60 days prior to the expiry of the said term, shall continue in full force and effect thereafter until terminated at any time by at least 60 days prior written notice given by either party to the other.

38.03 Notice to terminate shall be effectively given by Connexim if addressed to the Secretary of the Canadian Telecommunications Employees' Association, Suite 360, Place du Canada, Montreal, Quebec, H3B 2N2, or by the Association if addressed to the Vice President, Human Resources, Connexim, 7th Floor, 505 de Maisonneuve ouest, Montreal, Quebec, H3A 3C2. In either case, the notice must be received at least 60 days prior to the termination date specified therein.

WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives,

For Connexim

For the Canadian Telecommunications

Employees' Association

Olivier Carrière

Jean-Pierre Duclos

Marjolaine Lachance

Line Brisson

4T hade

2 w Budda

(Rantal Boardin

Hyram Vigrecull

Marianne Kane

Marisa Rodi

Marisa Hodi

Cynthia Pouliot
Cynthia Rulist

APPENDIX A

LIST OF CLERICAL AND ASSOCIATED OCCUPATIONS

Salar	ry Group 2	Salar	y Group 5
210	Associate, Reception	510	Associate, Request Management
220	Associate, Administration	500	· ·
Salaı	ry Group 3	520	Associate, Projects
	Vacant	530	Associate, Provisioning
Salaı	ry Group 4	540	Associate, Micro Computing Assistance
410	Associate, Help Desk	550	Associate, Point of Sales
420	Associate, Management Centre	Salar	y Group 6
430	Associate, Finance	610	Associate, Consulting
440	Associate, Statistics	620	Associate, Applications support
		630	Associate, Scheduling management
		640	Associate, Site Coordinator
		650	Associate, Billing and Inventory support

APPENDIX B

LIST OF LOCALITIES

In Quebec Montreal Quebec City

In Ontario Toronto

APPENDIX C

WEEKLY, HOURLY AND ANNUAL BASIC RATES OF PAY

C1 - Wage Administration

C2 -Weekly, Hourly and Annual Basic Rates of Pay

APPENDIX C1

WAGE ADMINISTRATION

- All Regular Full-Time employees are paid at weekly basic rates of pay. (Appendix C2)
- 2. All Part-Time employees are paid at hourly basic rates of pay. (Appendix C2)
- 3. Hourly basic rates of pay shall be used for the purpose of calculating overtime for both full-time and part-time employees. (Appendix C2)
- **4.** Every twelve months, on the employee's seniority anniversary date, the employee's wages shall be subject to a progression increase in accordance with Section 21.03 of the Collective Agreement.

APPENDIX C2

				7	June 1st, 2006 (2.20%)	.20%)				
	Group 2	3.2	Group 3		Group 4	4	Group 5	10	Group	9
Scale	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourk
1	\$380.25	\$10.14	\$464.63	\$12.39	\$532.13	\$14.19	\$607.13	\$16.19	\$633.38	\$16.89
2	\$430.88	\$11.49	\$519.38	\$13.85	\$606.75	\$16.18	\$692.25	\$18.46	\$713.63	\$19.03
က	\$481.50	\$12.84	\$574.50	\$15.32	\$679.50	\$18.12	\$775.13	\$20.67	\$793.88	\$21.17
4	\$532.13	\$14.19	\$629.25	\$16.78	\$747.38	\$19.93	\$852.75	\$22.74	\$874.13	\$23.31
S	\$582.75	\$15.54	\$684.00	\$18.24	\$807.00	\$21.52	\$921.00	\$24.56	\$954.38	\$25.45
9	\$633.38	\$16.89	\$739.13	\$19.71	\$864.75	\$23.06	\$960.75	\$25.62	\$1,034.63	\$27.59
Scale	Annual		Annual		Annual		Annual		Annual	
-	\$19,773.00		\$24,160.76		\$27,670.76		\$31,570.76		\$32,935.76	
2	\$22,405.76		\$27,007.76		\$31,551.00		\$35,997.00		\$37.108.76	
3	\$25,038.00		\$29,874.00		\$35,334.00		\$40,306.76		\$41.281.76	
4	\$27,670.76		\$32,721.00		\$38,863.76		\$44,343.00		\$45.454.76	
5	\$30,303.00		\$35,568.00		\$41,964.00		\$47,892.00		\$49,627.76	
9	\$32,935.76		\$38,434.76		\$44,967.00		\$49.959.00		\$53.800.76	

				Ŧ	June 1st, 2007 (2,20%)	20%)				
	Group 2	12	Group 3	8	Group 4	4	Group 5	5	Group 6	9,
Scale	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	\$388.50	\$10.36	\$474.75	\$12.66	\$543.75	\$14.50	\$620.63	\$16.55	\$647.25	\$17.26
2	\$440.25	\$11.74	\$531.00	\$14.16	\$619.88	\$16.53	\$707.63	\$18.87	\$729.38	\$19.45
3	\$492.00	\$13.12	\$586.88	\$15.65	\$694.50	\$18.52	\$792.38	\$21.13	\$811.50	\$21.64
4	\$543.75	\$14.50	\$643.13	\$17.15	\$763.88	\$20.37	\$871.50	\$23.24	\$893.25	\$23.82
5	\$595.50	\$15.88	\$699.00	\$18.64	\$825.00	\$22.00	\$941.25	\$25.10	\$975.38	\$26.01
6	\$647.25	\$17.26	\$755.25	\$20.14	\$883.88	\$23.57	\$981.75	\$26.18	\$1,057.13	\$28.19
Scale	Annual		Annual		Annual		Annual		Annual	
-	\$20,202.00		\$24,687.00		\$28,275.00		\$32,272.76		\$33,657.00	
2	\$22,893.00		\$27,612.00		\$32,233.76	***	\$36,796.76		\$37,927.76	
3	\$25,584.00		\$30,517.76		\$36,114.00		\$41,203.76		\$42,198.00	
4	\$28,275.00		\$33,442.76		\$39,721.76		\$45,318.00		\$46,449.00	
ъ	\$30,966.00	· · · · · ·	\$36,348.00		\$42,900.00		\$48,945.00		\$50,719.76	
9	\$33,657.00	_	\$39,273.00		\$45,961.76		\$51,051.00		\$54,970.76	

				l.	lune 4st 2000 to 2000	1797.1				
	Group 2	,2	Group 3	3	Group 4	4	Group 5	5	Group 6	9 d
Scale	Weekly	Hourty	Weekly	Hourly	Weekly	Hourty	Weekly	Hourty	Weekly	Hourty
-	\$397.13	\$10.59	\$485.25	\$12.94	\$255.75	\$14.82	\$634.13	\$16.91	\$661.50	\$17.64
2	\$450.00	\$12.00	\$542.63	\$14.47	\$633.75	\$16.90	\$723.00	\$19.28	\$745.50	\$19.88
ဗ	\$502.88	\$13.41	\$600.00	\$16.00	\$709.50	\$18.92	\$809.63	\$21.59	\$829.13	\$22.11
4	\$555.75	\$14.82	\$657.38	\$17.53	\$7.087\$	\$20.82	\$890.63	\$23.75	\$913.13	\$24.35
5	\$608.63	\$16.23	\$714.38	\$19.05	\$843.00	\$22.48	\$961.88	\$25.65	\$996.75	\$26.58
9	\$661.50	\$17.64	\$771.75	\$20.58	\$903.38	\$24.09	\$1,003.50	\$26.76	\$1,080.38	\$28.81
Scale	Annuai		Annual		Annual		Annual		Annual	
-	\$20,650.76		\$25,233.00		\$28,899.00		\$32,974.76		\$34,398.00	
2	\$23,400.00		\$28,216.76		\$32,955.00		\$37,596.00		\$38,766.00	
က	\$26,149.76	,	\$31,200.00		\$36,894.00		\$42,100.76		\$43,114.76	
4	\$28,899.00		\$34,183.76		\$40,599.00		\$46,312.76		\$47,482.76	
5	\$31,648.76		\$37,147.76		\$43,836.00		\$50,017.76		\$51,831.00	
9	\$34,398.00		\$40.131.00		92 526 975		\$52 182 00		\$56 179 76	

	:			Juc	June 1 st , 2009 (1,50%)	(%0				
	Group 2	12	Group 3	3	Group 4	4	Group 5	5	Group 6	9 (
Scale	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	\$402.75	\$10.74	\$492.38	\$13.13	\$564.00	\$15.04	\$643.88	\$17.17	\$671.63	\$17.91
2	\$456.75	\$12.18	\$550.50	\$14.68	\$643.13	\$17.15	\$733.88	\$19.57	\$756.75	\$20.18
3	\$510.38	\$13.61	\$609.00	\$16.24	\$720.38	\$19.21	\$822.00	\$21.92	\$841.50	\$22.44
4	\$564.00	\$15.04	\$667.13	\$17.79	\$792.38	\$21.13	\$904.13	\$24.11	\$926.63	\$24.71
5	\$618.00	\$16.48	\$725.25	\$19.34	\$855.75	\$22.82	\$976.50	\$26.04	\$1,011.75	\$26.98
6	\$671.63	\$17.91	\$783.38	\$20.89	\$916.88	\$24.45	\$1,018.50	\$27.16	\$1,096.88	\$29.25
Scale	Annual	,	Annual		Annuai		Annual		Annual	
1	\$20,943.00		\$25,603.76		\$29,328.00		\$33,481.76		\$34,924.76	
2	\$23,751.00	,	\$28,626.00		\$33,442.76	· · · ·	\$38,161.76		\$39,351.00	
3	\$26,539.76		\$31,668.00		\$37,459.76		\$42,744.00		\$43,758.00	
4	\$29,328.00	 	\$34,690.76		\$41,203.76		\$47,014.76		\$48,184.76	···-
5	\$32,136.00	· · · · · ·	\$37,713.00		\$44,499.00		\$50,778.00		\$52,611.00	
ဖ	\$34,924.76		\$40,735.76		\$47,677.76		\$52,962.00		\$57,037.76	

				1	Line 4st 9040 to 900/1	1 /904				
	Group 2	02	Group 3	33	Group 4	4 (Group 5	35	9 dnoi9	မှ
Scale	Weekly	Hourly	Weekly	Hourly	Weekly	Hourty	Weekly	Hourly	Weekly	Hourly
-	\$412.13	\$10.99	\$503.63	\$13.43	\$577.13	\$15.39	\$658.50	\$17.56	\$687.00	\$18.32
7	\$467.25	\$12.46	\$563.25	\$15.02	\$657.75	\$17.54	\$750.75	\$20.02	\$774.00	\$20.64
က	\$522.00	\$13.92	\$622.88	\$16.61	\$736.88	\$19.65	\$840.75	\$22.42	\$861.00	\$22.96
4	\$577.13	\$15.39	\$682.50	\$18.20	\$810.38	\$21.61	\$924.75	\$24.66	\$948.00	\$25.28
2	\$631.88	\$16.85	\$742.13	\$19.79	\$875.25	\$23.34	\$999.00	\$26.64	\$1,035.00	\$27.60
9	\$687.00	\$18.32	\$801.38	\$21.37	\$937.88	\$25.01	\$1,041.75	\$27.78	\$1,122.00	\$29.92
Scale	Annual		Annual		Annuai		Annual		Annual	
1	\$21,430.76		\$26,188.76		\$30,010.76		\$34,242.00		\$35.724.00	
2	\$24,297.00		\$29,289.00		\$34,203.00	,	\$39,039.00		\$40,248.00	
က	\$27,144.00		\$32,389.76		\$38,317.76	,,	\$43,719.00		\$44,772.00	
4	\$30,010.76		\$35,490.00		\$42,139.76		\$48,087.00		\$49.296.00	,
5	\$32,857.76		\$38,590.76		\$45,513.00		\$51,948.00		\$53.820.00	
9	\$35,724.00		\$41,671.76		\$48.769.76		\$54.171.00		\$58.344.00	· · · · ·

APPENDIX D

PERFORMANCE REMUNERATION PROGRAM (PRP)

The Performance Remuneration Program acknowledges employees' contribution to the Company's overall performance based on three criteria: Connexim's financial results and customer satisfaction for 80% of the premium, as well as the employee's individual contribution as assessed by Objective Performance, for 20% of the premium.

Compensation under the Performance Remuneration Program for achieving target results will be 5% of basic rates of pay for the years 2006, 2007, 2008. The PRP will be 6% for the years 2009 and 2010.

The plan, designed by the Company and set out in its practices, is subject to modification to better reflect evolving business structure, goals and strategies. The Company agrees that the Bargaining Committees will be informed of any changes to the Performance Remuneration Program prior to their implementation.

The provisions of Article 4 of the Collective Agreement shall apply to any payment made to an employee under the Performance Remuneration Program.

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES

The following working conditions shall be applicable to Temporary employees with less than six (6) months of net credited service. These conditions apply in lieu of normal provisions within the Collective Agreement. All other Articles of the Clerical and Associated Employees' Collective Agreement will apply.

1) Overtime

• Time and one-half after 8 hours per day or 40 hours per week.

2) Holidays

 Pay for one holiday if the employee worked a minimum of 15 days in the 30 days immediately prior to the holiday.

3) Differentials and Premiums

Payment of differentials and premiums is not applicable.

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES (cont'd)

4) Sickness Absence

 All rights under the applicable legislation for work-related illness or injury apply.

5) Bereavement Leave

- For employees with less than three (3) consecutive months of continuous employment, entitlement to unpaid bereavement leave on any normal working days that occur during the three (3) days immediately following the day of the death of an immediate family member.
- For employees with three (3) consecutive months or more of continuous employment, entitlement to paid bereavement leave on any normal working days that occur during the three (3) days immediately following the day of the death of an immediate family member,

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES (cont'd)

- Immediate family is defined as: Spouse, father, mother, spouse of father or mother, child, brother, sister, father-in-law or step-father, mother-in-lawor step-mother, spouse's child, or any relative of the employee who resides with the employee on a permanent basis, or with whom the employee resides on a permanent basis.
- The term "spouse" includes common-law partner and same-sex partner.

6) Termination Notice

- Employees with three (3) consecutive months of continuous employment are entitled to two (2) weeks notice or pay in lieu of notice upon termination.
- Employees with less than three (3) consecutive months of continuous employment are entitled to one (1) week notice or pay in lieu of notice upon termination.

INDEX

MEMORANDA OF AGREEMENT	Page
Workforce Adjustment Plan	63
Voluntary Programs of Reduced Hours	75
Compressed Work Week and averaging of hours of work	79
Visual Display Terminals	94
Split Shift for Teleworking	98
Treatment of Employees on a Frozen Rate of Pay	100
On-call premium	102
"Connexe" Employee Status	106

WORKFORCE ADJUSTMENT PLAN

MEMORANDUM OF AGREEMENT BETWEEN:

CONNEXIM

AND

CANADIAN TELECOMMUNICATIONS EMPLOYEES ASSOCIATION

This is to confirm our agreement, and reflect discussions which were held concerning the force adjustment and lay-off provisions found in the Collective Agreement, with respect to the process to be implemented for dealing with workforce issues during the term of the Collective Agreement.

The workforce adjustment plan is a tool to be used when it is necessary to reduce staffing levels so as to deal with the challenges of an increasingly competitive marketplace. To deal with the impact of workforce readjustment, a process that encompasses the participation of Association as well as the fair and equitable treatment of the surplus employees was agreed by the parties.

The main features of the Workforce Adjustment Plan include:

Involvement of the Association

The involvement of the Association in the Workforce Adjustment Plan is accomplished through the forum of Connexim's Joint Committee for career transition. This committee, composed of a CTEA vice-president and a representative designated from the CTEA, the Industrial Relations Senior advisor and the Senior Director where a workforce reduction is required, is designed to ensure that the Association is kept informed of developments in the management of the workforce within the context of this Plan, and is able to review the application of the Workforce Adjustment Plan guidelines. The

committee's responsibilities are **to** monitor controls on hiring, reclassification to regular status, employment of temporary employees, the process for filling any vacant position in this bargaining unit and the utilization of voluntary measures where possible.

Management of Surplus

If following the application of the Workforce Adjustment Plan guidelines there remains a surplus of Regular employees, Connexim will offer the displacement procedure set out in Appendix A of this Agreement to all surplus Regular employees with 8 or more years of net credited service.

Separation*

Where after the application of the above-described process, surplus employees exist, they will be treated as follows.

- 1. Any surplus employee with less than 15 years of net credited service (NCS) may choose one of the following options:
 - a) A lay-off with recall rights for a period of 52 weeks with a lay-off allowance as set out in Appendix B to this Agreement,
 or
 - A lump sum payment upon termination equivalent to the value of the Connexim contribution had the employee received a lay-off allowance as set out in Attachment B to this agreement.
 - Lump sum payments offered to part-time employees shall be established on a pro-rated basis.
- 2. Any surplus employee with 15 or more years **of** net credited service who has elected not to avail herself of the displacement procedure may choose one of the following options:

a) A lay-off with recall rights for a period of 52 weeks with a lay-off allowance as set out in Attachment B to this Agreement,

or

- b) A lump sum payment upon termination calculated as follows: 1.5 weeks X NCS X basic weekly rate.
- Any surplus employee with 15 or more years of net credited service who
 has elected to avail herself of the displacement procedure and has been
 unable to find a position may choose option 1 a) or 1 b).

When an employee fails **to** select one of the above mentioned options, she shall be placed on lay-off in accordance with 1 a) or 2 a).

Connexim will supply monthly to the Association list of employees who elect for a termination package, by vice-presidency and locality, indicating for each employee the date of separation, net credited service calculation date, and work location.

Career Transition Services

Career Transition Services are offered to employees seeking another position at Connexim or elsewhere; they include the following: access to one-on-one counselling, **job** search support and training (as determined on a case by case basis). These services will be offered to employees, as appropriate, based upon an assessment of the individual's circumstances and opportunities for placement.

General

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

It is understood that where an employee is placed into a lower-rated **job** as a result **of** the measures contemplated under this Agreement, she shall immediately be paid the basic rate of pay for that job.

With the exception of the provisions found in Attachments A and B to this Agreement, the parties agree that any difference regarding the interpretation and administration of this Agreement shall be dealt with by the appropriate forums established for the involvement of **the** Association whose decisions shall constitute a final and binding settlement of the matter.

The parties agree that any difference regarding the interpretation or administration of the provisions set out in Attachments A and B of this Agreement may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Duration

This agreement shall come into effect on June 1^{st} , 2006 and expires at the end of this Collective Agreement.

Signed at Montrealthis 1st of June 2006.

Marjolaine Lachance

Olivier Carrière

Jean-Pierre Duclos

Line Brisson

Myriam Vigneault

Chantal Beaudoin

Hyrain Greanly

CRantal Boardin

Guy Pleau

Marianne Kane

Marisa Rodi

Cynthia Pouliot

De La

aynthe Rulet

For Connexim

For the Association

APPENDIX A

DISPLACEMENT PROCEDURE

Provided that the employee is qualified to perform the required work within such a period of time as may be reasonably required, but in any event within not more than a 21 calendar day familiarization period, and provided that such assignment can be made without displacing an employee with 8 or more years of net credited service, the employee may elect the displacement process.

In the case of a surplus Regular employee with 8 or more years of net credited service, Connexim will attempt to place the employee into a position in the following manner and sequence:

Step 1	Same Salary Group	Same VP	Same Locality
Step 2	Other Salary Group	Same VP	Same Locality
Step 3	Same Salary Group	Other VP	Same Locality
Step 4	Other Salary Group	Other VP	Same Locality
Step 5	Same Salary Group	Same VP	Other Locality
Step 6	Other Salary Group	Same VP	Other Locality
Step 7	Same Salary Group	Connexim	All Localities
Step 8	Other Salary Group	Connexim	All Localities

Note 1. However, a Regular employee with less than 8 years of net credited service, who has been displaced under Steps 1, 2, 5 or 6 of the above process may displace the most junior regular employee on the same occupational title, under the same VP and in the same locality, provided that such assignment can be made without displacing a more senior employee.

Note 2. An employee who declines a placement as provided by the above process shall be offered Career Transition Services.

APPENDIX B

LAY-OFF ALLOWANCE PLAN

A Regular employee who is laid-off shall be granted lay-off allowance under the Lay-off Allowance Plan, as follows:

1. Subject to paragraphs 2 to 5 below and the Employment Insurance Act and Regulations, a Regular employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

Net Credited Service On Date of Lay-off		•	off Allowance ntitlement
Less than 1 year 1 year but less than 2 year but less than 3 year but less than 4 year but less than	2 years 3 years 4 years 5 years	0 3 4 5 6	weeks weeks weeks weeks
5 year but less than 6 year but less than 7 year but less than 8 year but less than 9 year but less than 10 year but less than 11 year but less than 12 year but less than 13 year but less than	6 years 7 years 8 years 9 years 10 years 11 years 12 years 13 years 14 years	7 8 9 10 11 13 14 15	weeks
13 year but less than14 year but less than	14 years 15 years	16 17	weeks weeks

Three weeks additional pay for each full year of service for 15 years or more of net credited service shall be granted.

- 2. Lay-off allowance payments shall be based on the employee's weekly basic rate of pay in effect on the date of lay-off and made on a biweekly basis.
- 3. a) The Lay-Off Allowance Plan becomes operative at the time the employee applies and qualifies for Employment Insurance benefits and upon receipt of proof that she receives such benefits.
 - Each week's benefit shall be equivalent to 90% of the employee's basic rate of pay on the date of the lay-off in the case of a Regular Full-time employee, and to 90% of the average basic rate of pay in the four pay periods preceding the date of the lay-off in the case of a Regular Part-time employee, less Employment Insurance benefits entitlement, any earnings from other employment and statutory deductions, subject to the maximum weekly earnings provided for under the Employment Insurance Act and Regulations.
- 4. Entitlement to the lay-off allowance will cease as follows:
 - a) when the lay-off allowance entitlement is used up;
 - b) when the employee reports for work subsequent to recall;
 - when the employee fails to report for work subsequent to recall:
 - when the employee has not been recalled to work within 52 weeks of the date of lay-off as set out in paragraph 5 of the Recall Procedures Section of this Attachment:
 - e) when the employee is disentitled or disqualified from Employment Insurance benefits;

- f) when the employee obtains other employment which disentitles or disqualifies the employee from Employment Insurance benefits:
- g) If the employee resigns.
- 5. An employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to paragraph 1 above based on her overall net credited service after deducting the lay-off allowance she received during her previous lay-off,

Benefits Coverage

- Connexim agrees to treat the first 30 calendar days of a lay-off as a leave of absence and to maintain the eligibility of a laid-off employee during that period to:
 - a) net credited service;
 - b) participate without being required to pay the premiums for the health, life and accident insurance coverage under the Omniflex Benefits Program
 - The Survivors Benefits Plan, as long as the employee paid the applicable premiums prior to the start of the lay-off period.

Recall Procedure

- 1. a) Laid-off employees shall be listed on a recall list by vice-presidency and locality. With the exception of employees in Montreal or Toronto, where an employee has been laid-off in a locality and all of the Vice-presidency's operations in that locality have been eliminated, or are expected to be eliminated within the one (1) year period following the date of the employee's lay-off, the employee shall, on the date of her lay-off, be permitted to place her name on the recall list for one (1) other locality within the operating territory of the vice-presidency.
 - When a job vacancy becomes available within the viceb) presidency and locality and a recall is warranted, eligible employees shall be recalled in inverse order of lay-off (by seniority, where two or more employees have the same date of lay-off) provided they are immediately able to perform the work available. If there are no employees on the recall list who are immediately able to perform the work available, the same process will be followed for the recall of eligible employees provided they are qualified to perform the work available. When an employee accepts a recall to work, she shall immediately be paid the basic rate of pay for that job. If the employee accepts a recall to a work location other than her normal work location at the time of lay-off, she shall not be eligible to travel time and expenses as provided under Article 31 of the Collective Agreement.
- 2. It is the responsibility of a laid-off employee who desires to be recalled within the terms above to keep Connexim informed of her correct address, and to advise the Company within ten (10) calendar days of the date of recall as to her acceptance.

- 3. Connexim may assume that failure on the part of any laid off employee to notify the Company within ten (10) calendar days concerning her acceptance of an offer of recall, or to report for duty within fifteen (15) calendar days from the date of the offer or such other date as mutually agreed upon by the employee and Connexim, shall constitute a rejection and the employee shall be deemed to have resigned.
- 4. The date of mailing of a registered letter to the employee's last address of record shall be the date of offer of recall.
- 5. A laid-off employee who has not been recalled to work within 52 weeks of the date she was laid off shall be deemed to be terminated from the employ of the Company.
 - b) In the determination of the period of lay-off in paragraph 5 a) above, an employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall not be considered to have interrupted the continuity of the lay-off, however, the period of re-employment shall not be included as forming part of the period of lay-off. It is understood that, until she has completed 52 weeks of continuous service after the date of return to work, a recalled employee is subject to direct lay-off and shall not have access to a separation package, the Career Transition Services or the displacement procedure set out in Appendix A to this Agreement.

Information Lists

 Connexim will supply monthly to the Association the list of employees laid off by vice-presidency and locality, indicating for each employee the date of lay-off, net credited service calculation date and work location.

VOLUNTARY PROGRAMS OF REDUCED HOURS

MEMORANDUM OF AGREEMENT BETWEEN:

CONNEXIM

AND

CANADIAN TELECOMMUNICATIONS EMPLOYEES' ASSOCIATION

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

Implementation of a Program

Whenever it is appropriate, in Connexim's judgment, to implement such a program, the senior director shall, following notification to the Association, circulate to the groups concerned within his Division, a notice advising of the Program's availability and requesting that eligible employees who are interested in being reclassified submit their request within a specified time period.

An eligible employee who elects to be voluntarily reclassified shall reach an understanding with her immediate manager regarding the duration, location, work assignment and conditions applicable to work reclassification to a part-time position. Notwithstanding the possibility that under such a Program the Part-time position offered to the employee may be in another Division, the responsibility for administration of the Program remains with the originating Division. Once the manager and the employee have come to an

understanding, the terms and conditions **of** such shall be confirmed to the employee in writing and a copy shall be given to the Representative of the Association. Where applicable, additional copies of this understanding will also be provided to the manager and the Representative of the Association in the receiving Division.

Short-term or Long-term Options

An employee's participation in a Voluntary Program of Reduced Hours shall be for the period of time set forth in the applicable program. However, where an employee has been declared surplus, her participation in the program shall end coincident with her placement.

A program may include Short-term or Long-term options, or a combination of the two.

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

The selection $\mathbf{d}\mathbf{f}$ employees will be in order of an employee's net credited service date.

Short-term Option

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

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

Long-term Option

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

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

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

Salary and Working Conditions

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

Prior to being reclassified to a Regular Part-time status, an employee should take her Personal Days Off with Pay in accordance with Section 27.04. The number of days that she is entitled to shall be established on a pro rata basis for the portion of time she has worked as a Full-time employee.

General

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

The parties agree that any differences, regarding the interpretation or administration of this Agreement shall be processed in accordance with Sections 16.05, 16.06 of the grievance procedure contained in the Collective Agreement. The written statement of position provided by the management according to section 16.06 shall constilute a final and binding settlement of the matter.

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

Signed at Montreal this 1st day of June 2006.

Marjolaine Lachance

Jean-Pierre Duclos

Line Brisson

Olivier Carrière

Myriam Vigneault

Chantal Beaudoin

CRantal Boardin

Guy Pleau

Marianne Kane

Marisa Rodi

Mka-e Cynthia Pouliot

agnitus Rulet

For Connexim

For the Association

COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

MEMORANDUMOF AGREEMENT BETWEEN:

CONNEXIM

AND

CANADIANTELECOMMUNICATIONS EMPLOYEES ASSOCIATION

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

Approval

Approval **to** implement a compressed work week schedule in any part of Connexim's operations may be granted by local management in accordance with the vice-presidency's directives based on business requirements and customers' needs. **It is** understood that the compressed workweek must provide advantages and benefits to Connexim and the employees for it to be implemented and maintained in a group. Employee participation is voluntary.

COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

Where approval to implement a compressed work week schedule has been granted, each group, section or natural working team shall agree to one schedule for implementation involving all participating employees in the group. The group will develop whatever compressed work week schedule that best suits their needs subject to the following:

- 1. For Full-time employees:
 - a) an averaging period of two (2) weeks totalling 75 hours; or
 - b) an averaging period of four (4) weeks totalling 150 hours;

and

- 2. for Part-time employees:
 - a) an averaging period of two (2) weeks totalling less than 75 hours but more than 7.5 hours per day; or
 - b) an averaging period of four **(4)** weeks totalling less than 150 hours but more than 7.5 hours per day

Implementation of compressed work week schedules and related averaging of hours of work allow Connexim to ensure optimal allocation of resources to effectively respond to unforeseen, as well as regular fluctuations in customer demands. The number of weeks in the averaging periods for the purpose of the compressed work week as described above are used because they best meet Connexim's operations, business requirements and customers' needs as well as employees' needs.

Working Conditions

The working conditions applicable to employees working a compressed work week shall be those contained in the Collective Agreement currently in force between the parties, except where such conditions are governed by the provisions of this Memorandumof Agreement. It is understood that the day(s) off within the two-week (2) or four-week (4) period can be scheduled any day of the week, with due consideration to force Lo load and to business requirements.

Duration

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

Rightto Discontinue

Connexim, at its discretion and at any time, may discontinue any compressed work week schedule implemented under the terms of this Memorandum of Agreement, Prior to discontinuing the compressed work week, the Union representative will be advised of the reasons of the decision by the Senior Director.

COMPRESSEDWORK WEEK AND AVERAGING OF HOURS OF WORK

The following changes to the provisions of the Collective Agreement currently in effect between the parties shall apply exclusively to Full-time and Part-time employees working a compressed work week.

	Γ
COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
DEFINITIONS- ARTICLE 3	
3.01 (I) "Day Period" means the period of time between 6:00 A.M. and 7:00 P.M. on any day.	"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. or any day.
3.01 (m) "Off-Normal Period" means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day,	"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.
DIFFERENTIAL AND PREMIUM PAY ARTICLE 22	
Premium Pay for Change in Tour of Duty	
22.03 (a) If a full-time employee is given less than four (4) days notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the four (4) day notice requirement.	Note: This provision applies solely juring the compressed work week, not at the point of transition between the regular work week and compressed work week, or vice versa.

(b) If a Pad-time employee is given less than one (1) day notice of a requirement to work a tour of duty in addition to het scheduled work week, she shall be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is shod of the one (1) day notice requirement. Premium Pay for Consecutive Saturdays Worked 22.06 An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Sunday Premium An employee whose schedule is at lea 60 hours per pay period and who scheduled to work at least one-half do on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Sunday Premium 22.08 The employee whose tour of duty nay be scheduled according to a 7/24 workweek may be scheduled according to a 7/24		
than one (1) day notice of a requirement to work a tour of duty in addition to het scheduled work week, she shall be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is shod of the one (1) day notice requirement. Premium Pay for Consecutive Saturdays Worked 22.06 An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Sunday Premium to work a tour of duty, hout only for the number of days by which the notice given is shod of the one (1) during the compressed work week, rate the point of transition between the regular work week and compress work week, or vice versa An employee whose schedule is at least one half day on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Note: A half-day equals half the householded for that day according to the scheduled for that day according to the scheduled according to a 7/24 workweek may be scheduled according to a 7/24	COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
22.06 An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Sunday Premium 22.08 The employee whose is scheduled to work at least one-half on each of successive Saturdays, shall, except as otherwise provided in Section the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Note: A half-day equals half the househedule decording to the schedule selected. The employee whose schedule is at least one-half on each of successive Saturdays, shall, except as otherwise provided in Section the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Note: A half-day equals half the househedule for that day according to the schedule selected. The employee whose schedule is at least one-half on each of successive Saturdays, shall, except as otherwise provided in Section the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Note: A half-day equals half the househedule selected. The employee whose compressive worked and subsequent consecutive Saturdays and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Note: A half-day equals half the househedule selected.	than one (1) day notice of a requirement to work a tour of duty in addition to het scheduled work week, she shall be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is shod of the one (1) day notice requirement.	Note: This provision applies solely during the compressed work week, no at the point of transition between the regular work week and compressed
work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Sunday Premium 22.08 The employee whose tour of duty nay be scheduled according to a 7/24 Morkweek may be scheduled according to a 7/24 60 hours per pay period and who scheduled to work at least one-half on each of successive Saturdays, shall, except as otherwise provided in Section 12.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Note: A half-day equals half the householded according to a 7/24 The employee whose compressing the following per pay period and who scheduled to work at least one-half on each of successive Saturdays, shall, except as otherwise provided in Section 12.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Note: A half-day equals half the householded in Section 2.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Note: A half-day equals half the householded in Section 2.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. The employee whose compression and the particular and the second and subsequent consecutive Saturdays and midnight Saturday on the second and subsequent consecutive Saturdays and midnight Saturday on the second and subsequent consecutive Saturdays and midnight Saturday on the second and subsequent consecutive Saturdays and midnight Saturday o	•	
22.08 The employee whose tour of duty nay be scheduled according to a 7/24 workweek may be scheduled according	work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.	Note: A half-day equals half the hours scheduled for that day according to the
nay be scheduled according to a 7/24 workweek may be scheduled according	Sunday Premium	
schedule is entitled to the Sunday to a 7/24 schedule is entitled to the sunday premium if; Sunday premium if;	nay be scheduled according to a 7/24 schedule is entitled to the Sunday	The employee whose compressed workweek may be scheduled according to a 7/24 schedule is entitled to the Sunday premium if;

	COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
	 (a) she works a minimum of 60 hours per pay period and, (b) her schedule falls partially or entirely between 00:01am and 11:59pm Sunday and, (c) she works her tour of duty the Saturday immediately preceding this said Sunday. 	 (a) she works a minimum of 60 hour! per pay period and, (b) her schedule falls partially o entirely between 00:01am and 11:59pm Sunday and, (c) she works her tour of duty according to the chosen compressed workweek the Saturday immediately preceding this said Sunday.
	Any other employee whose schedule falls partially or entirely between 00:01am and 11:59pm on Sunday is entitled to the Sunday premium.	Any other employee whose choser compressed workweek falls partially or entirely between 00:01am and 11:59pm on Sunday is entitled to the Sunday premium.
	Sunday Premium Pay is one-half time extra for the time worked in this period except where the employee has not been given 48 hours notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day.	Sunday Premium Pay is one-half time extra for the time worked in this period except where the employee has not been given 48 hours notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day.
ĺ	HOURS OF WORK - ARTICLE 24	
	Full-time Employees	
	24.01 The basic hours of work per day for a Full-time employee shall be 7 $\frac{1}{2}$ hours.	The basic hours of work per day for a full-time employee are established according to the schedule selected.

COLLECTIVE AGREEMENT	COMPRESSED WORK WEEK APPLICATION
PROVISION 24.02 The basic hours of work per week for a Full-time employee shall be 37 ½ hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 75 hours.	The number of basic hours of work per two (2) week period for a full-time employee is 75 hours, based on a period of less than ten (10) days for a two-week period, or 150 hours in less than 20 days for a four (4) week period.
Part-time Employees 24.03 The hours of work for employees who are scheduled to work for less than the basic hours shall be determined by Connexim.	The basic hours for Part-time employees constitute in: (a) an averaging period of two (2) weeks totalling less than 75 hours but more than 7.5 hours per day; or
	(b) an averaging period of four (4) weeks totalling less than 150 hours but more than 7.5 hours per day.
OVERTIME - ARTICLE 25 Overtime Payments, Full-time and Part-time Employees	
25.01 For a Full-time employee overtime means the time worked:	For a Full-time employee overtime means the time worked:
(a) in addition to 7 ½ hours of work on any day, or	(a) In addition to the basic work hours assigned for that day according to the established work schedule, depending
(b) on a day outside her scheduled work week.	on the schedule selected, or (b) on a day outside her scheduled work weeks.

COLLECTIVE AGREEMENT
PROVISION

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

- (a) on any given day, until she has worked the basic hours of work per day (7 ½ hours), or
- (b) in any given week, until she has worked the basic hours of work scheduled per week (37 ½ hours).

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

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

- (a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked, or
- (b) at the employee's hourly rate multiplied by two (2) times the hours worked for overtime worked in excess of four (4) hours in one (1) week, provided the employee has worked the basic hours of work for that week.

COMPRESSEDWORK WEEK APPLICATION

A Part-time employee shall be paid on ε straight time basis for all time worked:

- (a) on any given day, until she ha: worked the basic hours of work assigned for that day, according to the established schedule, or
- (b) in any given compressed work week, until she has worked 75 hours in a 2 weeks period or 150 hours in a 4 weeks period.

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

For a Part-time employee payment for overtime worked shall be made:

- (a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked, or
- b) at the employee's hourly rate multiplied by two (2) times the hours worked for overtime worked in excess of four (4) hours in one (1) week, provided the employee has worked 75 hours in a 2 weeks period or 150 hours in a 4 weeks period.

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
HOLIDAYS - ARTICLE 26	ALLEGATION
Pay for Work on a Holiday	
26.08 (a) Where a Full-time employee is required to work on a Connexim holiday which is included in her scheduled work week, she	(a) Where a Full-time employee is required to work on a Connexim holiday which is included in her scheduled work week, she
(i) shall be paid at her basic rate of pay for that day, or	(i) shall be paid at her basic rate of pay for that day, up to a maximum of 7.5 hours, or
(ii) may be granted a holiday with pay at a time convenient to the employee and Connexim, provided the employee works her basic hours for the day.	(ii) may be granted a holiday with pay, at 7.5 hours, at <i>a</i> time convenient to the employee and Connexim, provided the employee works her basic hours for the day.
	It is understood that should there no longer be a maximum value of 7.5 hours for holidays and days off with pay due <i>to</i> labour legislation, the number of personal days off with pay under Sections 27.04 - 27.06 will be adjusted <i>to</i> ensure that employees on a compressed work week are not granted more hours off than employees on a regular work week.

COLLECTIVE AGREEMENT
PROVISION

26.09 Where a Part-time employee is required to work on a Company holiday which is included in her scheduled worl week, she:

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

> 10% of her earnings, excluding differentia and overtime payments, for the pay period immediately preceding holiday;

> > or

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

or

(ii) may be granted a holiday with pay at a time convenient to the employee and Connexim;

and in addition,

COMPRESSEDWORK WEEK **APPLICATION**

Where a Part-time employee is required to work on a Company holiday which is included in her scheduled work week she:

shall be paid the greater of, no to exceed one-fifth of the basic weekly rate of pay:

> 10% of her earnings, excluding overtime and differentia payments, for the pay period immediately preceding the holiday:

> > or

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

or

(ii) may be granted a holiday of 7, 5 hours with pay at a time convenient to the employee and Connexim;

and in addition,

COLLECTIVE AGREEMENT	COMPRESSED WORK WEEK
PROVISION	APPLICATION
(b) time and one-half for the time worked between 00:01AM and 11:59PM of the	(b) time and one-half for the time worked between 00:01AM and 11:59PM
holiday, except for Christmas Day and New Year's Day where she shall be paid	of the holiday, except for Christmas Day and New Year's Day where she shall be
double time between midnight of the day	paid double time between midnight of
preceding and midnight of the holiday.	the day preceding and midnight of the holidav.
Pay for Holiday not Worked	
26.11 Where an employee is not required to work on a Connexim holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that clay.	Where an employee is not required to work on a Connexim holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day at 7.5 hours.
DAYS OFF WITH PAY - ARTICLE 27	
27.01 In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay, on days determined by Connexim, at her basic rate of pay for the day.	In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay at 7.5 hours each, on days determined by Connexim, at her basic rate of pay for the day.

COLLECTIVE AGREEMENT COMPRESSEDWORK WEEK **PROVISION** APPLICATION Personal Days Off With Pay Under these Sections, eligible employees will be granted 30 hours o 27.04 - 27.06 personal time off with pay for persona needs, half of which can be used fo emergencies during the applicable prescribed period. It is understood that should there no longer be a maximum value of 7.5 hours for holidays and days off with pa) due to labour legislation, the number o personal days off with pay will be adjusted to ensure that employees on a compressed work week are not granted more hours off than employees on a regular work week. **VACATIONS - ARTICLE 28** 28.03 (a) An employee, in the years Vacation entitlement will be converted subsequent to her year of engagement or o hours. Hours of vacation are re-engagement, shall first become feducted depending on the hours of the entitled to a vacation with pay in chosen option for each day of vacation accordance with the table below, in the aken during the period where the year in which she is to complete the employee is on a compressed work required number of years of service. The veek schedule. same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

COLLECTIVE AGREEMENT PROVISION		MENT	COMPRESSED WORK WEEK APPLICATION
in the Septemi Up to granted Septemi *** Up to granted Septemi	o (2) weeks ma period Jun ber. three (3) week in the period J ber. four (4) week in the period J ber.	ks may be une through as may be	
Years	Additional vacation days	Total vacation entitlement	
2006 and 2007	2 days per year	17 days	
2008 and 2009	3 days per year	18 days	
2010	4 days per year	19 days	

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
VACATIONS - ARTICLE 28 (cont'd)	
28.07 Where a Connexim holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Connexim.	day of the annual vacation, an employee shall be entitled to an additional day off with pay at 7.5 hours,

General

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

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

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

Signed at Montreal this 1st day of June 2006.

Marjolaine Lachance

Olivier Carrière

Application forband

Jean-Pierre Duclos

Line Brisson

Line Brisson

Myriam Vigneault

Chantal Beaudoin

Chantal Beaudoin

Chantal Boardin

Marianne Kane

Marianne Kane

Marisa Rodi

Oynthia Pouliot

Oynthia Pouliot

For Connexim

For the Association

VISUAL DISPLAY TERMINALS

MEMORANDUMOF AGREEMENT BETWEEN:

CONNEXIM

AND

CANADIAN TELECOMMUNICATIONS EMPLOYEES ASSOCIATION

The aforementioned parties agree as follows:

- A Regular full-time or part-time employee who is pregnant, routinely
 works at a video display terminal (VDT) and does not wish to continue
 to perform this work throughout the remainder of her pregnancy may,
 subject to the conditions set out in this memorandum, choose one of
 the two following options:
 - be assigned to other tasks within the bargaining unit in accordance with paragraph 2 herein, or
 - becomes eligible for the maternity leave provided for by Article 14 of the Collective Agreement between the parties, hereinafter called the Collective Agreement.

Assignment to Other Tasks

- 2. An employee who selects Option A may be assigned to a vacant position, where such a position exists within the bargaining unit, in the following manner and order:
 - First, a vacant position at her own work location at a comparable salary level.

- Second, a vacant position at another work location at a comparable salary level.
- Third, a vacant position at any location, at a lower salary level, in which case she shall receive the rate of pay for the new position as soon as she is reassigned.

The assignment of employees selecting Option A takes precedence over requests for transfer in process.

If, after following the procedure set out above, the employee cannot be reassigned, she may choose Option B.

- 3. An employee choosing Option A must, within the following five (5) business days, be offered another position within the bargaining unit.
- **4**. An employee choosing Option A and is assigned to another position:
 - waives, for the term of reassignment, the rights granted under Articles 23 and 31 of the Collective Agreement between the parties, and
 - must select her vacation in her former office as if she were still placed in her previous position in that office.
- 5. An employee who chooses Option A, is assigned to a new position, and no longer wishes to continue in this new position, may then choose to either remain in her original position, or exercise Option B. If she chooses Option B prior to being offered the new position, she remains in her own position until Option B takes effect.
- 6. An employee who, after having selected Option A, desires to return to her position at the end of her maternity leave must be placed in the position she held immediately prior to reassignment.

Authorized Leave (without pay)

- 7. a) To be eligible for the leave mentioned in paragraph 1 B), the employee must submit a request accompanied by a certificate attesting to the pregnancy and specifying the expected delivery date. Connexim agrees to do everything in its power to accelerate the granting of authorized leave and, in any case, such authorized leave shall not be scheduled to take effect more than five (5) days after the authorized leave request date, unless the employee has agreed to a longer period,
 - b) An employee on authorized leave under paragraph 1 B), whose pregnancy is over, must be reinstated in the position she held when she first chose an option under paragraph 1. The reinstatement must take place within the five (5) business days following the employee's request.
- 8. In addition to paragraph 7, eligible employees wishing to request maternity leave under Article 14 of the Collective Agreement must comply with the provisions of that article. (More specifically, this means that the employee must make the request stipulated by Article 14 of the Collective Agreement at the appropriate time during the leave mentioned in paragraph 1 B).)

General

The parties agree that any difference regarding the interpretation or administration of the terms and conditions set out above may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Connexim and the Association shall act in a fair and reasonable manner in executing the provisions in this memorandum of agreement.

Signed at Montreal this 1st day of June 2006.

Marjolaine Lachance

appeare Land

Jean-Pierre Duclos

Myriam Vigneault

Guy Pleau

Marisa Rodi

For Connexim

Olivier Carrière

Line Brisson

Chantal Beaudoin

(Rantalloanden

Marianne Kane

Cynthia Pouliot

aynthe Rulet

For the Association

SPLIT SHIFT FOR TELEWORKING

MEMORANDUM **OF** AGREEMENT BETWEEN:

CONNEXIM

AND

CANADIANTELECOMMUNICATIONSEMPLOYEES ASSOCIATION

This memorandum confirms our agreement respecting the split shift for teleworking for Clerical and Associated Employees. Implementation and participation in this agreement shall be determined by each business unit according to business needs.

Entitlement

The split shift applies only to employees in the Clerical and Associated Employees unit who are feleworking.

Participants shall be selected from among Regular employees who are eligible for teleworking and volunteer to work half-tours.

It is agreed that participation in split shifts while teleworking may be cancelled by the business unit or employee upon notice of two (2) weeks.

Working Conditions

Sections 24.08 and 24.09 of the Collective Agreement shall not apply to employees working split shifts.

Schedules for split shifts for teleworking as well as the intervals between split shifts shall be determined by the Joint CTEA-Connexim committee. However, the length of the interval between the two (2) split shifts shall not exceed five (5) hours. Each committee shall have the flexibility of offering teleworking employees schedules that alternate between split shifts and regular schedules.

Administration of the Split Shift Programfor Teleworking

For each group that decides to establish such a program, guidelines related to the administration of the program will be established by managers after consultation with the CTEA representative(s).

General

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

The parties agree that any difference concerning this memorandum of agreement shall be discussed on a consultative basis.

Signed at Montrealthis 1st day of June 2006.

Marjolaine Lachance

Jean-Pierre Duclos

Myriam Vigneault

Hyram Ygreault

ハメ

Andrea Deali

Marisa Rodi

For Connexim

Olivier Carrière

Line Brisson

Chantal Beaudoir

Chantel Boardin

Marianne Kane

%

Cynthia Pouliot

Cynthia Rusirt

For the Association

TREATMENT **OF** EMPLOYEESON A FROZENRATE **OF** PAY

MEMORANDUM **OF** AGREEMENT BETWEEN:

CONNEXIM

AND

CANADIAN TELECOMMUNICATIONS EMPLOYEES' ASSOCIATION

This is to confirm our agreement with respect to the salary treatment of employees whose existing rate of pay is higher than the top step of the appropriate salary group for their occupation under the ECPX program. The employees' salary treatment will be as follows:

Where the existing basic rate of pay of an employee is higher than the top step of the appropriate salary group for that occupation under the EPCX Plan, the employee's basic rate of pay shall be frozen during the life of the Collective Agreement, subject to the salary treatment guidelines agreed to by the parties and contained in Connexim practices.

It is further agreed by both parties that wage protection will no longer apply should an employee who has the necessary qualifications refuse a transfer to an occupation within her locality for which the basic rate of pay is at least equivalent to the frozen rate of pay.

General

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

The parties agree that any difference regarding the interpretation or administration of the provisions set out above with respect to the treatment of employees having a frozen rate of pay may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Signed at Montrealthis 1st day of June 2006.

Marjolaine Lachance

Jean-Pierre Duclos

Suy Plan Marisa Rodi

For Connexim

Olivier Carrière

Line Brisson

(Cantal Boardin

Marianne Kane

aynthe Rulet For the Association

ON-CALL PREMIUM

MEMORANDUMOF AGREEMENT BETWEEN:

CONNEXIM

AND

CANADIAN TELECOMMUNICATIONS EMPLOYEES ASSOCIATION

This memorandum confirms our agreement respecting the implementation of an on-call premium for Clerical and Associated Employees.

Duration

This memorandum shall be effective as of its signature until May 31st, 2011.

General policy

Connexim shall strive to create a working environment that maintains the balance between family and working life, while ensuring that it responds to the business needs of a company that include both routine office activities and continuous 24/7 operation of a call centre.

Responsibility

The immediate manager of the employee who is eligible for an on-call premium is responsible for ensuring compliance with this memorandum of agreement.

Entitlement

Entitled to an on-call premium are non-management employees represented by CTEA whose duties require them to be available to resolve work-related situations or issues when they are not on the work site and outside their work schedule. Such employees must usually be equipped with a pager at Connexim's expense, remain in the city in which they work for a predetermined period, and be available to respond to work-related calls.

On-Call Premium Amount

Employees assigned to an on-call period will receive the following compensation:

On-call period Time Paid For

From 0.1 to 24 1.25 hours at the basic rate of pay per continuous on-

continuous hours: call period.

Calls: (maximum

of 20 cumulative minutes)

Calls lasting a total of 20 minutes or less are included in

the basic on-call premium.

(if over 20

cumulative minutes)

If the total duration of calls exceeds 20 minutes, the time in excess of 20 minutes must be paid for under the provisions of Article 25 of the Collective Agreement.

Return to work: If the employee is recalled to work during the on-call

period, the provisions of Article 25 apply.

NOTE: The basic rates of hourly pay are provided in

Attachment C2 of the Collective Agreement.

Selection of employees

Employees are selected in view of an on-call request, when needed, by the hierarchical superior of the group involved from among volunteer employees from this unit.

Signed at Montreal this 1st day of June 2006.

Marjolaine Lachance

devotaine tach

Joan Diorro Duolos

Myriam Vigneault

Guy Pleau

Marisa Rodi

Olivier Carrière

Line Brisson

Chantal Beaudoin

(Rantal Boardin

Marianne Kane

Cynthia Pouliot
Cynthia Rulist

For Connexim

For the Association

Calculation Examples

Employee A is required to be on-call from 6 P.M. Mondayto 8 A.M. Tuesday, and receives two calls totally 10 minutes. The on-call period is 14 hours. Employee A will receive a payment of 1.25 hours at the basic rate of pay. This payment includes the on-call premium for a period of 0 to 24 hours, as well as the time for telephone calls lasting a total of 20 minutes during this same period.

Employee **B** is required to be on-call from 8 P.M. Friday to 8 A.M. the following Sunday, and she receives three calls lasting a total of 30 minutes during the same 24 hours period, i.e. between 6 P.M. on Friday to 6 P.M. on Saturday. The on-call period is 38 hours. Employee **B** will receive a payment of 2.5 hours at the basic rate of pay. This payment includes the on-call premium for two periods of 0 to 24 hours, as well as the time for telephone calls lasting a total of 20 minutes for each 24 hour period. The 10 additional minutes in excess of the 20 minutes in total of telephone calls received during the first 24-hour period **will** be paid for according to the provisions of Article 25 of the Collective Agreement.

"CONNEXE" EMPLOYEE STATUS

MEMORANDUM **OF** AGREEMENT BETWEEN:

CONNEXIM

AND

CANADIAN TELECOMMUNICATIONS EMPLOYEES ASSOCIATION

This confirms the agreement reached with respect to the specifics of "Connexe" employee status in the Connexim Collective Agreement.

"CONNEXE" EMPLOYEE

Notwithstanding the conditions set out in the Collective Agreement, the following specific conditions apply to "Connexe" Employees.

Definition

The term "Connexe Employee" means an employee hired for a period:

- normally not in excess of 36 months,
 - but
- for an outsourcing contract between Connexim and one of its clients, for the duration of the outsourcing contract, if the employee is among this client's outsourced resources.

Rates of Pay

- The parties agree that the Connexim job evaluation program (EPCX) does not apply to "Connexe" Employees.
- The salary scale for "Connexe" employees is attached to this memorandumas Attachment A.

Wage Administration

- "Connexe" employees shall, each year, upon her seniority anniversary date, receive a statutory progression of one step on the "Connexe" employee's salary scale.
- The abovementioned statutory progression shall continue each year until such time as the employee reaches the highest salary step in her salary class in the "Connexe" employees salary scale.

Exception

The "Connexe" employee is eligible for the sums set out in Attachment B of the WORKFORCE ADJUSTMENT PLAN memorandum of agreement, but not to the provisions of Appendix A of that memorandum.

Reclassification

In the performance of an outsourcing contract between Connexim and one of its clients, any resource outsourced at Connexim with the status of "Connexe" employee may be reclassified, without limitations, as regular full-time or regular part-time within twenty-four (24) months following outsourcing.

Information

When employees are outsourced at Connexim, Connexim will provide CTEA with a list containing the following information:

- 1. The employee's name
- 2. The employee's seniority date
- 3. The employee's salary group
- The employee's salary step on the "Connexe" employees salary scale

General

The parties agree that any difference regarding the interpretation or administration of the terms and conditions set out above may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Signed at Montreal this 1st day of June 2006.

Marjolaine Lachance

Olivier Carrière

Application forband

Jean-Pierre Duclos

Line Brisson

Line Brisson

Myriam Vigneault

Chantal Beaudoin

Cantal Beaudoin

Guy Pleau

Marianne Kane

Marisa Rodi

Oynthia Pouliot

Oynthia Pouliot

Oynthia Rodi

For Connexim

For the Association

	Hourty	\$19.16	\$19.77	\$20.37	\$20.97	\$21.57	\$22.18	\$22.77	\$23.37	\$23.98	\$24.58	\$25.18	\$25.79	\$26.39	\$26.98	85°.4Z\$
006 (2,20%)	Scale	16****	17	18	19	20	24	22***	23	24	25	26 **	27	28	29	30*
Connexe, Salary Scale June 1st, 2006 (2,20%)	Hourty	\$10.14	\$10.75	\$11.34	\$11.95	\$1254	\$13.15	\$13.76	\$14.35	\$14.95	\$15.55	\$16.16	\$16.75	\$17.36	\$17.97	\$18.56
Connexe, Salar	Scale	1	2	3	4	5	9	7	8	6	10	11	12*****	13	14	15

\$21.43

\$22.05

ଯ

z, ø

\$22.67 \$23.27

N

22***

\$20.20 \$20.82

4 9 9

8 n

\$19.58

Hourly

Scale 16****

Hourly \$10.36 \$10.99 \$11.59 \$12.21 \$12.82 \$13.44 \$14.06 \$14.66 \$15.28 \$15.90 \$16.51

Scale

Connexe, Salary Scale June 14, 2007 (2,20%)

15	****	****	***	#	*
\$18.97	Maximum salary group 2	Maximum salary group 3	Maximum salary group 4	Maximum salary group 5	Maximum salary group 6
30*	y group 2	y group 3	y group 4	y group 5	y group 6
\$28.19					

\$26.35

12 8 ম Ř

\$17.12 \$17.75 \$18.36

12****

5 7 5

9 F \$26.97

\$27.57

\$25.12 \$25.74

58

\$23.89

ន 74 22

œ ō

\$24.50

03/

Maximum salary group 5 Maximum salary group 6

Maximum salary group 2 Maximum salary group 3 Maximum salary group 4

* # ‡ \$

\sim	Connexe, Salary Scale June 1st, 2008 (2,20%)	8 (2,20%)	
	Hourly	Scale	Hourly
	\$10.59	16****	\$20.01
	\$11.23	17	\$20.64
	\$11.85	18	\$21.27
	\$12.48	19	\$21.90
	\$13.10	20	\$22.53
	\$13.74	21	\$23.16
	\$14.37	22***	\$23.78
	\$14.99	23	\$24.41
	\$15.62	24	\$25.04
	\$16.25	25	\$25.67
	\$16.88	26**	\$26.30
	\$17.50	22	\$26.93
	\$18.14	28	\$27.56
	\$18.77	53	\$28.18
	\$19.39	30*	\$28.81

\$22.23 \$22.87 \$23.51 \$24.14 \$25.42 \$25.42

\$14.58

∞

\$13.29 \$13.94 \$27.34

K 13 13 13

\$18.41 \$19.05 \$19.68

t 4 t

\$26.70

*****97

\$17.13 \$17.76

9 2 5

12****

\$15.85

\$28.60

\$20.32 \$20.95 \$21.59

16***

\$10.75 \$11.40 \$12.03 \$12.67

2 6 4 v 0

5 6

Connexe, Salary Scale June 1st, 2009 (1,5%)

Scale

Maximum salary group 2	Maximum salary group 3	Maximum salary group 4	Maximum salary group 5	Maximum salary group 6
****	****	***	**	*

Maximum salary group 5

Maximum salary group 6

Maximum salary group 4

#

Maximum salary group 2

#

Maximum salary group 3

Scale Hourly Scale Hourly 1 \$11.00 16***** \$20.78 2 \$11.66 17 \$20.78 3 \$12.30 18 \$21.44 4 \$12.30 18 \$21.44 5 \$12.30 18 \$22.09 6 \$13.80 20 \$23.40 7 \$14.92 27 \$24.05 8 \$16.22 23 \$24.05 9 \$16.22 24 \$25.00 10 \$16.87 25 \$25.35 11 \$17.52 26** \$25.33 12***** \$18.17 \$27 \$27.30 13 \$18.83 28 \$27.30 14 \$19.49 29 \$29.26 15 \$20.27 \$29.26	Connexe, Salary Sca	Connexe, Salary Scale June 1st, 2010 (2,30%)		
\$11.00	Scale	Hourly	Scale	Hourdy
\$11.66 17 \$12.30 18 \$12.96 19 \$13.60 20 \$14.27 21 \$14.92 22*** \$16.56 23 \$16.87 24 \$16.87 25 \$17.52 26** \$18.17 27 \$18.43 27 \$19.49 29 \$20 23 \$20.13 30**	-	\$11.00	++++491	\$20.78
\$12.30	2	\$11.66	47	\$21.44
\$13.60 19 \$13.60 20 \$14.27 21 \$14.27 21 \$14.92 22 \$15.56 23 \$16.22 24 \$16.87 25 \$17.52 26** \$118.87 25 \$118.87 25 \$118.87 25 \$118.81 27 \$19.49 29 \$20	3	\$12.30	18	\$22.09
\$13.60 20 \$14.27 21 \$15.56 22 \$16.22 24 \$16.22 24 \$16.87 25 \$17.52 26** \$17.52 26** \$17.52 26** \$18.17 27 \$18.17 27 \$18.49 29	4	\$1296	19	\$22.74
\$14.27 27 \$14.92 22*** \$16.56 23 \$16.22 24 \$16.87 25 \$118.17 27 \$118.17 27 \$118.19.49 29 \$20	5	\$13.60	02	\$23.40
\$14.92 22** \$15.56 23 \$16.22 24 \$16.87 25 \$17.52 26** \$118.17 27 \$118.13 29**	9	\$14.27	μZ	\$24.05
\$16.22 23 \$16.22 24 \$16.87 25 \$17.52 26** \$18.17 7 77 \$18.83 28 \$19.49 29 \$20.13 30*	7	\$14.92	****22	\$24.70
\$16.22 24 \$16.87 25 \$17.52 26** \$18.17 27 \$18.43 28 \$20.13 30*	80	\$15.56	23	\$25.35
\$16.87 25 \$17.52 26** \$18.17 27 \$18.83 28 \$19.49 29 \$20.13 30*	6	\$16.22	24	\$26.00
\$17.52 26** \$18.17 27 \$18.83 28 \$19.49 29 \$20.13 30*	10	\$16.87	25	\$26.66
\$18.83 28 \$19.49 29 \$20.13 30*	#	\$17.52	56 **	\$27.31
\$18.83 28 \$19.49 29 \$20.13 30*	12****	\$18.17	27	\$27.96
\$19.49 29 \$20.13 30*	13	\$18.83	28	\$28.62
\$20.13	14	\$19.49	23	\$29.26
	15	\$20.13	30*	\$29.92

****	Maximum salary group 2
****	Maximum salary group 3
***	Maximum salary group 4
‡	Maximum salary group 5
*	Maximum salary group 6

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

INDEX

LETTERSOF INTENT	Page
Employee Developmentand Training	1
Ergonomic Guidelines	2
Connexim Job Evaluation (EPCX)	3
Planning for Paid Days Off	5
Security Interviews	7
Days Off Without Pay for Personal and Family Emergencies	8
Utilization of External Human Resources and Outsourcing Initiatives	9
Workforce Diversity	10
Flexibility Operational Premium	12
Treatment of Contractual Utilization within the CIC after September 1st, 2005	13
Joint Committee Scheduling Management at the Customer's interaction Center (CIC) Call Centers	14
Occasional Employees	16
Salary Re-evaluation	17



June 1st, 2006

Mr. Olivier Carrière Vice-president Canadian Telecommunications Employees' Association Suite 360, Placedu Canada Montréal (Québec) H3B 2N2

Subject: Employee Development and Training

Mr. Carrière.

This is to confirm our understanding related to the Employee Development and Training resulting from participation in projects and activities, as mentioned below, reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Employees are increasingly participating in total quality projects, workplace reorganization and other similar projects. They are also participating in joint committee activities established to address service, revenue, cost and employee issues.

Connexim recognizes the valuable contribution which an employee can make to these activities, and the skills, training and experience the employee may gain through her participation. In the personal planning and development process, the manager and employee should ensure that the training and skills acquired by the employee, as well as her contributions to these activities are appropriately noted.

Yours truly,

Marisa Rodi

Vice-president, Human Resources and Finance



June 1st, 2006

Mr. Olivier Carribre Vice-president Canadian Telecommunications Employees' Association Suite 360, Place du Canada Montréal (Québec) H3B 2N2

Subject: Ergonomic Guidelines

Mr. Carribre,

This is to confirm our understanding related to the Ergonomic Guidelines for employees who work with visual display terminals reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

An Ergonomic Awareness Program will be established to increase knowledge and promote adherence to ergonomic principles. This program could include as deemed appropriate for each group and each employee:

- Review of the ergonomic guidelines of the Health and Safety intranet for new employees
- The evaluation of an employee's workstation by a trained colleague on ergonomics (ergonomictrainer)
- Formaltraining through the Career DevelopmentCenter(CDC)

It is understoodthat new employees should be trained or informed about the ergonomic principles within **two** months following their arrival on the job. However, in the case of outsourcing initiatives where the number of outsourced employees is important, this period could be extended after discussions with the CTEA.

The BargainingCommittee will review periodicallythe number of employees trained and sensitized about ergonomics during consultative meetings.

Employeesand managers share the responsibility of adhering to the ergonomic principles and encouraging their application in the workplace.

Yours truly.

Marisa Lodi Marisa Rodi

Vice-President, Human Resources and Finance



June 1st, 2006

Mr. Olivier Carrière Vice-president Canadian Telecommunications Employees' Association Suite 360, Place of Canada Montréal (Québec) H3B 2N2

Subject: Connexim Job Evaluation (EPCX)

Mr. Carrière,

This is to confirm the agreement reached by the parties during bargaining, under which Connexim will use the EPCX tool for job evaluation of the Clerical and associated occupations.

Connexim uses the EPCX tool to evaluate all occupations in the company.

Prior to assessing the value of a job, a job summary must be established in accordance with the following:

- When a new position is created, Connexim establishes the job summary according to its needs:
- Given that a position can evolve over time, the Joint EPCX Committee can be convened to examine requests to revise the summary subsequent to any major change in job functions and/or requirements.

Subsequently, the Joint EPCX Committee works with Connexim's Human Resources to assess the value of the position using the EPCX tool.

The joint committee is composed of the following members;

- Vice-president of the CTEA
- representative designated by the CTEA
- Responsible of Industrial relations
- Senior Director of the group concerned.

Also, experts will be able to participate to the job evaluation as needed.

In order to ensure pay equity within the company and in comparison with the market, it is understood between the parties that Connexim will carry out the re-evaluation of all Clerical and associated occupations, by the end of the first quarter 2007. The period may be extended by mutual consent.

The whole will be made with the participation of the joint committee. If adjustments are necessary, it will be retroactive to the date of the signing of the collective agreement.

Yours truly,

Marisa Lodi Marisa Rodi Vice-president, Human Resources and Finance



June 1st, 2006

Mr. Olivier Carrière Vice-president Canadian Telecommunications Employees' Association Suite 360, Place du Canada Montréal (Québec) H3B 2N2

Subject: Planning for Paid Days Off

Mr. Carrière,

This is to confirm our understanding related to a process for the planning and scheduling of paid time off for employees covered by the Clerical and Associated Employees' Collective Agreement.

Implementation of the Process

Where it is determined locally through a joint agreement between the senior director and the representative designated by CTEA, a process shall be implemented that provides for the planning and scheduling of days off throughout the year.

The days available to employees for planning and scheduling would be those acquired through provisions within the Collective Agreement, e.g., personal days off without pay, vacation in days, lieu days, days off with pay, and compensating time off.

Entitlement

Full-timeand part-time employees with paid days and/or hours banked prior to the applicable scheduling period.

Scheduling Guidelines

For a minimum of 10 months within each calendar year, eligible employees will be able to select days to meet their personal needs. Full-time employees will be able to select a minimum of 10 days per year. Employees will advise their managers, during the scheduling process, of which day they will be using when they select their day off, e.g., personal day, vacation day, lieu day, eff.

Each business unit that chooses to implement this process will determine, based on business and customer needs, which months per year will be available for employees to select within. This should not preclude normal provisions for vacation planning and scheduling. Business units may have different scheduling periods or restrictions on months or days available, based on force to load trends and customers' expectations.

Selection process

The selection processfor days off should be determined locally based on current scheduling practices. The maximum openings available per day for selection will be determined by each business unit and the existing procedures for schedule administration will be used as the communication tool.

It is agreed that consultation should take place between the designated Connexim and CTEA representatives when appropriate, to review the distribution of available days.

Yours truly

Marisa Rodi

Vice-president, Human Resources and Finance



June 1st, 2006

Mr. Ollvier Carrière
Vice-president
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject:

Security Interviews

Mr. Carrière,

This is to confirm our understanding related to interviews conducted by representatives of a security service selected by Connexim with employees in the Clerical and Associated Employees bargaining unit.

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

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

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

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

Yours truly,

Marisa Rodi

Vice-president, Human Resources and Finance



June 1st, 2006

Mr. Olivier Carrière Vice-president Canadian Telecommunications Employees' Association Suite 360, Placedu Canada Montréal (Québec) H3B 2N2

Subject: Days **Off** Without Pay **for** Personal and Family Emergencies

Mr. Carrière,

This is to confirm our understanding applicable to employees in the Clerical and Associated Employees bargaining unit on the matter of the possibility of obtaining days off without pay.

Connexim acknowledges that its employees that are represented by the Association may, on occasion, have recourse to days off without pay to handle personal and family emergencies.

Depending on service requirements, Connexim shall grant an employee who so requests a short (1 to 5 days), medium (6 to 30 days) or long (over 30 days) period of unpaid leave to handle personal and family emergencies.

It is agreed that Connexim rules and practices for unpaid leave apply to the abovementioned days off.

Yours truly,

Marisa Rodi

Vice-president, Human Resources and Finance



June 1st, 2006

Mr.Olivier Carrière Vice-president Canadian TelecommunicationsEmployees'Association Suite 360, Place du Canada Montréal (Quebec) H3B 2N2

Subject: Utilization of External Human Resources and Outsourcing

Initiatives

Mr. Camere.

This is to confirm our understanding applicable to employees in the Clerical and Associated Employees bargaining unit on the matter of the utilization of external human resources and outsourcing.

It is agreed that Connexim will inform the Association by means of a consultative meeting or of a suitable forum of comparable nature of the issues associated with the use of external human resources or with the initiatives of outsourcing and the potential implications of those on the functions covered by the bargaining unit. The Association may suggest possible alternatives which meet the interests of the two parties and allow a right balance between the interests of the customers, Connexim and the employees in this respect.

Yours truly,

Marisa Rodi

Vice-president, Human Resources and Finance



June 1st, 2006

Mr.Olivier Carrière
Vice-president
Canadian TelecommunicationEmployeesAssociation
Suite 360, Place du Canada
Montreal (Quebec)
H3B 2N2

Subject: Workforce Diversity

Mr. Carrière,

This is to confirm our understandingreached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement on workforce diversity.

Vision

Connexim and the Association undertaketo foster diversity and equity in the workplace **so** that all employees are treated with respect and dignity, are not subject to harassment, and are provided the opportunity to achieve their full potential.

As a leader in the market, Connexim intends to attain a diversified workforce that reflects its community and gives our Company a distinct competitive advantage by making it:

- The employer of choice;
- A leader in the area of innovative communications.

Joint Committee

Connexim and the CTEA accept that the joint committee is composed of two (2) people designated by Connexim and two (2) people designated by the CTEA. The joint committee acts regarding employment equity and workforce diversity, of which the goal must envisage, in particular but not exclusively, the following:

a) Sponsor and support activities which assist in achieving the vision

- b) Help all employees to understand that it is their responsibility to treat others in a fair and non-discriminatory fashion.
- $\begin{tabular}{ll} \begin{tabular}{ll} \beg$
- d) Identify and recommend methods designed to increase diversity **so** as to work toward creating a workforce that reflects its community.
- e) Inform employees of the committee's activities.

The committee will hold a minimum of two (2) meetings per year

It is understood that some confidentialinformation disclosed by Connexim and identified as such to the committee must remain confidential, and may serve only for the committee's activities

- 11 -

Any change shall be by the mutual consent of the parties.

Yours truly,

Marisa Rod

Vice-president, Human Resources and Finance



June 1st, 2006

Mr. Olivier Carrière Vice-president Canadian Telecommunications Employees' Association Suite 360, Placedu Canada Montréal (Quebec) H3B 2N2

Subject: Operational Flexibility Premium

Mr. Carrière,

This is to confirm our understanding regarding the necessity to operate in a flexible manner in order to address our business needs and customer's requirements in some operational groups of Connexim.

In light of such operationalflexibility needed, Connexim will recognize the employees' contribution when these employees work on a function in a Salary Group of a superior level on an occasionalbasis (i.e. less than a week).

The OperationalFlexibility premium will be of \$1.50 dollars for each hour worked on a job description of superior level, as long as the employee executes the majority of the tasks related to that function (employee trained and operational).

This premium will be reviewed and discussed at consultative meetings.

Yours truly,

Marisa Rodi

Vice-President, Human Resources and Finance



June 1st, 2006

Mr. Olívier Carrière Vice-president Canadian Telecommunications Employee' Association Suite 360, Place du Canada Montréal (Québec) H3B 2N2

Subject: Treatment of Contractual Utilization within the CIC after September 1st, 2005

Mr. Carrière.

This is to confirm the agreement concluded during negotiations concerning the treatment of contractuals which are utilized within the CIC since September 1st, 2005 and which occupy in Connexim one of the occupation listed in Appendix A of the Clerical and associated employees collective agreement.

It is understood that if one of these resources is hired at Connexim in the same position and this without any interruption, the company is committed to recognizing the seniority since the 1st day of work.

This agreement is valid in period of hiring freeze only and will be reviewed at consultative meetings.

Yours truly,

Marisa Rodi

Vice-president, Human Resources and Finance



June 1st, 2006

Mr.Olivier Carribre Vice-president Canadian TelecommunicationsEmployees'Association Suite 360, Placedu Canada Montréal (Quebec) H3B 2N2

Subject: Joint Committee for Scheduling Management at the Customers Interaction Center (CIC) Call Centers.

Mr. Carrière,

This is to confirm our agreement reached during negotiations of the Clerical and Associated Employees' Collective Agreement to establish a joint committee with a view to evaluating issues related to work schedules.

Mandate of the committee

To make recommendations to the bargaining committees with the intent to improving the employees' satisfaction of the groups affected by scheduling in irregular periods.

Steps and timeline

The steps to take in order to carry out the mandate may include the following:

- Analyze current situation including the gathering of information
- Develop potentialsolutions
- Establish an implementation plan

It is understood by the parties that various scenarios will be evaluated including the compressed workweek to meet business needs and employees' needs more specifically during the periods of evenings, nights and weekends work shifts.

Work of the committee will begin in the fall of 2006 and recommendations shall be presented at the latest by the end of the first quarter 2007 to the bargaining committees at a consultation

meeting. However, any solution that could be implemented quickly shall be put in place in keeping with the committee's advice providing the solution complies with the collective agreement and the pre-established parameters.

Composition of the committee

- A Workforce management team employee*
- Two call center's employees*
- Advisor from the Human Resource Service
- A Workforce management manager
- A Call center manager

*one of the above employee shall be a CTEA representative.

Yours truly,

Marisa Rod

Vice-president, Human Resources and Finance



June 1st, 2006

Mr. Olivier Carrière Vice-president Canadian Telecommunication Employees Association Suite 360, Placedu Canada Montreal(Québec) H3B 2N2

Subject: Occasional Employees

Mr. Carrière,

This confirms the agreement concluded during negotiations for the renewal of Clerical and Associated employee's collective agreement concerning the use of occasional employee during 45 days worked in one calendar year.

The use of occasional employees remains exceptional in a context where there is a recognized expertise or distinctive characteristics for these ad hoc hiring allowing Connexim to meet particularneeds for some customers within very short timeframes. A meeting to this end will take place between the local management and the CTEA representative of the group which envisages hiring occasional employee(s).

The Bargaining Committeewill review the number and the use of occasional employees at Connexim at consultative meetings.

Yours truly,

Vice-president, Human Resources and Finance



June 1st, 2006

Mr.Olivier Carrière Vice-president Canadian telecommunications employees association Suite 360, Place of Canada Montréal (Québec) H3B 2N2

Subject: Salary Re-evaluation

Mr. Carrière,

This is to confirm our agreement concluded during bargaining regarding the possibility to proceed to a wage re-evaluation for the 5^{th} year of the collective agreement.

During the 1st quarter 2010, the bargaining committees will meet in order to review the wage evolution within the company. Should the non-unionized Connexim employees receive an average wage increase in 2010 that is higher than the upcoming wage salary increase for the Clerical and associated employees bargaining unit: then the parties would agree to discuss a potential adjustment to the June 1st, 2010 wage scale of the Clerical and associated employees bargaining unit in order to ensure internal equity.

Yours truly,

Marisa Rodi

Vice-president, Human Resources and Finance