

# COLLECTIVE AGREEMENT

between



and the



June 9, 2011 to December 31, 2015

13508 (02)

## **TABLE OF CONTENTS**

### **MASTER SECTION**

Article 1 .....	Scope .....	5
Article 2 .....	Definitions .....	5
Article 3 .....	Seniority and Company Service .....	6
Article 4 .....	Discrimination .....	7
Article 5 .....	Union Recognition .....	7
Article 6 .....	Dues Deduction and Information Provided to the Union .....	7
Article 7 .....	Time-Off .....	8
Article 8 .....	Management Rights.....	9
Article 9 .....	No Strikes or Lockouts.....	10
Article 10 .....	Just Cause .....	10
Article 11 .....	Grievances.....	10
Article 12 .....	Arbitration.....	13
Article 13 .....	Payment of Wages .....	15
Article 14 .....	Health and Safety .....	15
Article 15 .....	Personal Days Off.....	15
Article 16 .....	At Home Agent (AHA) and Work Styles Programs.....	16
Article 17 .....	Service Apparel.....	17
Article 18 .....	Company Courses .....	17
Article 19 .....	Contracting Out.....	17
Article 20 .....	Leaves of Absence .....	17
Article 21 .....	Maternity Leave, Parental Leave and Compassionate Care Leave .....	18
Article 22 .....	TWU Health and Benefit Plan (Group Life Insurance Program).....	18
Article 23 .....	Collective Bargaining Procedure .....	18
Article 24 .....	Cost of Living Allowance.....	19
Article 25 .....	Duration .....	19

### **APPENDIX A – WEST TECHNOLOGY OPERATIONS, CUSTOMER SALES, SERVICE & SUPPORT AND RETAIL OPERATOR SERVICES**

Article A1 .....	Application of this Appendix.....	22
Article A2 .....	Wage Administration.....	22
Article A3 .....	Holidays .....	23
Article A4 .....	Annual Vacations.....	25
Article A5 .....	Hours of Work and Scheduling .....	28
Article A6 .....	Overtime .....	31
Article A7 .....	Differentials, Premiums and Standby Pay .....	34
Article A8 .....	Headquarters .....	35
Article A9 .....	Home Dispatch .....	36
Article A10 .....	Board and Lodging .....	36
Article A11 .....	Returning Home Mid-Assignment.....	38
Article A12 .....	Transportation.....	39
Article A13 .....	Transfers and Change of Assignments .....	39
Article A14 .....	Job Posting Procedures.....	40
Article A15 .....	Transfer Expenses.....	41
Article A16 .....	Lay-Offs .....	42
Article A17 .....	Technological Change .....	43
Article A18 .....	Pay Provisions for Employees Absent from Duty .....	44
Article A19 .....	Occupational Accident Disability Absence .....	45
Article A20 .....	Provisions that Apply to Technology Operations – West .....	46
Article A21 .....	Provisions that Apply to Customer Sales, Service & Support – West.....	47
Article A22 .....	Provisions that Apply to Retail Operator Services – West .....	48
Attachment A-1 ...	Headquarters Areas.....	53

Attachment A-2 ... British Columbia Operating Areas .....	56
Attachment A-3 ... Alberta Operating Areas .....	57
Attachment A-4 ... Technology Operations – West Job Titles .....	58
Attachment A-5 ... Technology Operations – West Wage Schedules .....	59
Attachment A-6 ... Customer Sales, Service & Support – West Job Titles .....	62
Attachment A-7 ... Customer Sales, Service & Support – West Quasi Job Titles .....	65
Attachment A-8 ... Customer Sales, Service & Support – West Wage Schedules .....	67
Attachment A-9 ... Retail Operator Services – West Job Titles .....	73
Attachment A-10 ... Retail Operator Services – West Wage Schedules .....	74

## **APPENDIX B – EAST TECHNOLOGY OPERATIONS AND CUSTOMER SALES, SERVICE & SUPPORT**

Article B1 ..... Application of this Appendix.....	76
Article B2 ..... Wage Administration.....	76
Article B3 ..... Holidays .....	76
Article B4 ..... Annual Vacations.....	77
Article B5 ..... Hours of Work and Scheduling .....	79
Article B6 ..... Overtime .....	80
Article B7 ..... Differentials and Standby Pay .....	82
Article B8 ..... Tools .....	82
Article B9 ..... Expenses .....	82
Article B10 ..... Technological Change .....	83
Article B11 ..... Pay Provisions for Employees Absent from Duty .....	83
Attachment B-1 ... Technology Operations – East Job Titles.....	85
Attachment B-2 ... Technology Operations – East Wage Schedules .....	86
Attachment B-3 ... Customer Sales, Service & Support – East Job Titles .....	88
Attachment B-4 ... Customer Sales, Service & Support – East Wage Schedules .....	92

## **APPENDIX C COMPETITIVE OPERATOR SERVICES**

Article C1 ..... Application of this Appendix.....	95
Article C2 ..... Wage Administration.....	95
Article C3 ..... Holidays .....	95
Article C4 ..... Annual Vacations.....	97
Article C5 ..... Hours of Work and Scheduling .....	98
Article C6 ..... Overtime .....	100
Article C7 ..... General .....	100
Article C8 ..... Lay-Offs .....	101
Article C9 ..... Pay Provisions for Employees Absent from Duty .....	101
Article C10 ..... Cumulative Time Off (CTO) Bank.....	102
Attachment C-1 ... Wage Schedules.....	103

## **MEMORANDA OF AGREEMENT**

Lump Sum Payment.....	105
Performance Bonus Program (Appendix A – West and Appendix C – Competitive Operator Services) .....	106
Performance Bonus Program (Appendix B – East) .....	107
Compensation Adjustments (Appendix B – East) .....	108
Commission/Incentive Pay Plans.....	109
Market Based Competitive Compensation.....	110
Pay Equity .....	111
Pension Plan for Employees in British Columbia.....	112
Benefits (Appendix A – West) .....	115

Team TELUS Flex Benefits (Appendix B – East) .....	117
Benefits (Appendix C – Competitive Operator Services) .....	118
Operator Services .....	119
Mergers, Acquisitions and Divestitures .....	120
Voluntary Severance Programs .....	121
Voluntary Severance Programs – Potential Impact on the Telecommunications Workers Pension Plan (TWPP) .....	122
Compressed Work Week .....	123
Averaging Hours of Work .....	126
TELUS Retail Stores Organizations .....	128
Go East Application .....	129
Collective Agreement Terms Applicable to Employees Added to Bargaining Unit Mid-Contract .....	130
Benefit and Retirement Plans Transition .....	133
Transition Issues .....	135

## **LETTERS OF AGREEMENT**

Casual Employees .....	139
Consultative Forum For Discussing Contracting Out And Off-shoring .....	141
Jurisdictional Issues in Québec Between Bargaining Units Represented by the TWU and the SQET .....	142
Contracting Out ... ..	143
Employment Equity .....	144
Language Allowance .....	145

## **MASTER SECTION**

### **ARTICLE 1 – SCOPE**

- 1.01 This Agreement shall apply to all employees of the Company covered by the Canada Industrial Relations Board certification order, as amended from time to time, including in particular the job titles listed in the Appendices of this Agreement.
- 1.02 When the Company establishes a new job title within the bargaining unit, it shall be placed within the appropriate Appendix and Wage Schedule based on a commonality of duties and location of the employees performing the new job.
- 1.03 The Master Section of this Agreement applies to all bargaining unit employees except where otherwise stated in either the Master Section, Appendices, Memoranda of Agreement, or Letters of Agreement. It is agreed and understood that the provisions of each Appendix are limited to and apply only to those job titles covered in such Appendix or subsequently added to such Appendix in accordance with the provisions of section 1.02.
- 1.04 The Company agrees to inform the Union of any new position, below the level of Director, created during the term of the Agreement which, in the opinion of management, does not come within the scope of the bargaining unit.

### **ARTICLE 2 – DEFINITIONS**

- 2.01 **Regular full-time employee** – A Regular full-time employee means a person covered under the terms of this Agreement, whose employment is reasonably expected to be ongoing, subject to terminating action by either the Company or the employee. A Regular full-time employee is an employee who is normally scheduled to work the basic hours of work as established for the employee's job title.
- 2.02 **Regular part-time employee** – A Regular part-time employee means a person covered under the terms of this Agreement, whose employment is reasonably expected to be ongoing, subject to terminating action by either the Company or the employee. A Regular part-time employee is an employee who is normally scheduled to work less than the basic hours of work of a Regular full-time employee in the same job title.
- 2.03 **Temporary employee** – A Temporary employee means a person covered under the terms of this Agreement whose ongoing employment is subject to being work completed or terminated by the Company at its discretion. Hours worked in any given week by a Temporary employee are determined by the Company based on service requirements. The number of Temporary employees on payroll shall not exceed 25% of the total number of employees in the bargaining unit except for the periods from May 1 to September 30 inclusive and November 15 to January 15 inclusive when any number of Temporary employees may be used. Temporary employees who are terminated by the Company and subsequently rehired within 90 calendar days of such termination shall have their term of employment deemed to be continuous (and for purposes of section A4.03 of Appendix A are not to be considered as re-engaged).
- 2.04 **Term employee** – A Term employee is a person who is employed in a job title covered by Appendix C of the Collective Agreement whose ongoing employment is subject to being work completed or terminated by the Company at its discretion.
- 2.05 **Casual employee** – A Casual employee is a person who has previously been employed by the Company and who is either receiving a pension for Company service, or is entitled to a deferred pension for Company service and will be eligible to receive an unreduced pension benefit within five (5) years of engagement. A Casual employee's ongoing employment is subject to being work completed or terminated by the Company at its discretion. The working

conditions and benefits applicable to a Casual employee are identified in the Letter of Agreement – Casual Employees.

- 2.06 **Probationary period** – An employee will be considered to be on Probation during the first one hundred and twenty (120) days worked of continuous employment by the Company. Notwithstanding Article 10 of this Agreement, the Company retains the right to terminate the employment of an employee on Probation who is found by the Company to be unsuitable or unsatisfactory.

#### **Other Definitions**

- 2.07 **Basic hourly rate** – The amount of money, as specified in the applicable wage schedule, which is paid to an employee for working a basic hour of work.
- 2.08 **Basic earnings** – The amount of money earned by an employee at the basic hourly rate (exclusive of overtime, premiums, differentials, lump sum payments, variable payments, performance bonus and any incentive or like payments to which an employee is entitled).
- 2.09 **Premium** – A payment in addition to the basic rate of pay to which the employee may be entitled. For example, a premium of one-half ( $\frac{1}{2}$ ) times the employee's basic hourly rate of pay equates to time and one-half. A premium of one (1) times the employee's basic hourly rate of pay equates to double time.
- 2.10 **Day** – A "day", for purposes of this Agreement, is a calendar day, unless otherwise specified.
- 2.11 **Associated work group** – An "associated work group" is determined by the Company and, for purposes of this Agreement, refers to a team of employees who are normally assigned by the Company to cover or support each other. Any schedule covering an associated work group will include the names of the employees who are included on that schedule. When there is a change in the composition of an associated work group, the change will be reflected on the next posted schedule.
- 2.12 Where in this Agreement the masculine is used, it is understood that the reference will include the feminine, or vice versa.
- 2.13 In this Agreement the terms "classification" and "job title" have the same meaning.

### **ARTICLE 3 – SENIORITY AND COMPANY SERVICE**

- 3.01 Employees on staff on November 20, 2005 will be credited with their previous seniority and Company service as shown on Company records as of that date.
- 3.02 Subsequent to November 20, 2005, seniority and Company service will accumulate on the same basis.
- 3.03 Notwithstanding sections 3.01 and 3.02, the Company reserves its right to determine the service credit granted to an employee at the time of the employee's engagement or re-engagement.
- 3.04 After five (5) years of continuous regular service, a former employee will have their previous term of employment with Alberta Government Telephones (AGT), BC TEL, ED TEL, TELUS Communications Inc. and TELUS Mobility as a Regular employee bridged.

## **ARTICLE 4 – DISCRIMINATION**

- 4.01 The Company and the Union shall not discriminate on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted and as otherwise provided by the *Canadian Human Rights Act*, unless proper and just cause exists.
- 4.02 There shall be no discrimination against any employee for membership in or for activities on behalf of the Union or for membership in any accredited trade union.

## **ARTICLE 5 – UNION RECOGNITION**

- 5.01 The Company agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives in any negotiable matters pertaining to this Agreement affecting the relationship between the Company and its employees. Issues of a non-contractual nature may be raised and discussed at the meetings provided for under the Letter of Agreement – Consultative Forum for Discussing Contracting Out and Off-shoring. All such discussions will be conducted on a without prejudice basis.
- 5.02 Members of the Labour Relations Department or their appointees will meet with full-time Union officers or their appointees to discuss matters of mutual concern, other than grievances.
- 5.03 For information purposes only, the Union agrees to provide to the Company, on a semi-annual basis, a list containing the name, Local and work number of Local Presidents, Local Counsellors and Shop Stewards. Where practicable, this list will be provided in electronic format.
- 5.04 Union officers and other Union staff seeking access to the Company's premises will make their request to the Manager of the area they wish to visit stating the reason for their request. The request will be granted subject to the demands of service but shall not be unreasonably withheld.
- 5.05 The Company agrees to provide Notice Boards or sections of Company Notice Boards for the exclusive posting of Union notices concerning meetings and such other information the Union wishes to communicate to its members.

The Union agrees that defamatory and libelous statements concerning the Company and its officers shall not be placed on Notice Boards.

## **ARTICLE 6 – DUES DEDUCTION AND INFORMATION PROVIDED TO THE UNION**

- 6.01 Upon proper, signed authorization by an employee who is a member of the Union, the Company agrees to deduct initiation fees and dues from their wages, or such increased or decreased amounts that shall be payable in lieu thereof, pursuant to a resolution of said Union and evidenced by a copy thereof duly certified by its proper officers.

Such monies shall be paid to the Union, accompanied by an alphabetical list of the employees for and on behalf of whom such deductions have been made together with a list of resignations, changes of name, transfers, leaves of absence, or other retirements from employment.

- 6.02 The Company agrees to forward to the Union each month, an alphabetical list of all employees covered by each Appendix of this Agreement which shall include each employee's name, birthdate, identification number, status, seniority date, adjusted seniority date, home address,

classification, location and rate of pay.

In addition, the Company will forward on a monthly basis a list of all new Regular employees hired within the last 30 days, which shall include each employee's name, classification, work location and manager.

- 6.03 The Union agrees to submit to the Company ten (10) days prior to the normal pay day covering the period in which Union dues deductions are made, a list of new members of the Union with the signed authorization of deductions to be made from wages.
- 6.04 The Company will deduct each two (2) weeks, from the wages of each employee in the bargaining unit who is not a Union member, an amount equivalent to the regular two-week Union dues. Deductions made under this provision shall be remitted to the Union together with an alphabetical list of the employees from whose wages these deductions have been made. Monies collected above will be forwarded to the Union the week following each payroll run.
- 6.05 In determining deductions made on behalf of employees who work less than the basic work week of full-time employees, the appropriate regular dues shall be pro-rated to an hourly equivalent and the deductions shall be in direct relation to the number of hours worked during the two-week period.
- 6.06 The Company agrees to provide information to the Union as required by 6.01, 6.02 and 6.04 above via e-mail, backed up by compact disk.
- 6.07 The Collective Agreement shall be printed in both English and French. The parties acknowledge that the French language version is for reference only and that the English language version is the official text and that in the event of any inconsistency between the two versions, the English language version shall govern.
- 6.08 It is agreed and understood that new employees shall be provided with a copy of the Collective Agreement 90 days after their date of hire.
- 6.09 Each party agrees to pay one-half (½) the cost of printing the necessary number of copies of this Agreement.
- 6.10 It is understood that the Union will save the Company harmless from any and all claims which may be made to it by any employee for amounts deducted as herein provided.
- 6.11 The parties agree that the collection, use and disclosure of information for the purposes of administering this Agreement meets all the requirements of *The Personal Information Protection and Electronic Documents Act*.

## **ARTICLE 7 – TIME-OFF**

- 7.01 No employee shall suffer any loss in basic pay for time off from scheduled working hours to:
  - (a) travel to or from and attend a meeting between the Company and a duly-appointed committee of the Union,
  - (b) attend a grievance meeting with a representative of the Company, including fifteen (15) minutes of preparation time prior to the meeting,
  - (c) attend, and travel from, an arbitration hearing that involves the employee as the grievor. It is understood in these situations, that the Union is responsible for all travel, board and lodging costs incurred by the grievor in travel to, from, and during the hearing.



- 7.02 An employee shall be allowed reasonable time off from scheduled working hours, without pay, to attend to all other Union business during those hours. The Company shall pay the employee for all such time off, on behalf of the Union, and the amount so paid by the Company shall be billed to and reimbursed by the Union. The amount billed to and reimbursed by the Union shall include an additional 25% to cover benefit and other employer related costs.
- 7.03 Requests for time off, pursuant to sections 7.01 and 7.02 will be made in writing, on a Company provided form specifying the reason, amount of time required and when, to the employee's immediate manager. Requests pursuant to section 7.02 must have the prior approval of the Secretary-Treasurer or designate of the Union. Requests for time off will be made as soon as practical. While requests for time off will not unreasonably be denied, it is recognized that the approval of the request by the immediate manager is subject to service requirements.
- 7.04 (a) The Company shall grant a Leave of Absence for a minimum of one (1) year and up to a maximum of three (3) years without pay to an employee requesting a full-time leave for Union business. The employee, upon returning to the Company, shall be provided a job in the same headquarters area and the same job if possible or the equivalent classification held at the time the Leave of Absence was granted.
- (b) A Leave of Absence request to continue a full-time leave for Union business shall be renewed by the Company, however, after three (3) years of cumulative leave the employee upon returning to the Company shall be provided with an option of accepting an available job for which the employee is qualified or a separation package.
- (c) An employee requesting full-time leave for Union business for a period of up to one (1) year will be subject to the provisions of sections 7.02 and 7.03.

## **ARTICLE 8 – MANAGEMENT RIGHTS**

- 8.01 Unless otherwise explicitly agreed to in this Agreement, management retains the exclusive right to manage its operations in all respects including the direction of the working forces. The Company agrees that any exercise of these rights shall not contravene the provisions of this Agreement.
- 8.02 Management and excluded employees shall not normally do bargaining unit work, unless such work has traditionally been performed by management and excluded employees.
- 8.03 Although not normal operating practice, occasions may arise when management and excluded employees may perform bargaining unit work for reasons of training, on-going familiarization, emergency, other unforeseeable or unpreventable circumstances, or the correction of minor deficiencies on a customer's premises which can be completed within fifteen (15) minutes in the normal course of management performing quality inspections. No Regular employees will lose their employment as a result of management and excluded employees performing bargaining unit work for the aforementioned reasons.
- 8.04 While managers will attempt as far as possible to assign an employee to work for which the employee has been trained, no part of this Agreement shall be construed as meaning that an employee shall do only work of the classification for which they are employed, nor shall any part of this Agreement be construed as meaning that certain work shall be performed by only certain classified employees.

## ARTICLE 9 – NO STRIKES OR LOCKOUTS

- 9.01 The Company and the Union agree that there will be no lockout, strike, or other stoppage of work during the term of this Agreement.

## ARTICLE 10 – JUST CAUSE

- 10.01 An employee who has successfully completed the probationary period, shall not, for disciplinary reasons, receive a written warning, suspension or be dismissed, except for just cause.

An employee may request the presence of an available Union representative at a meeting between a manager and the employee if the purpose of the meeting is to impose discipline. The requested presence of a Union representative may be by way of teleconference where a Union representative is participating in either the At Home Agent or Work Styles program or any other situation where the parties mutually agree.

Disciplinary action is to be confirmed in writing, with a copy to the Union.

- 10.02 An employee is entitled to examine their own complete personal file kept in the District Office or Human Resources upon request to the immediate manager. The Company shall maintain the right to schedule the number of appointments at any one time. It is not the intent of this clause to send files from one work location to another.
- 10.03 Upon request from an employee, letters confirming disciplinary action of a written warning, or suspension of five (5) days or less, shall be removed from the employee's file two (2) years after the date of the incident provided there are no incidents of a similar nature within that two year period. Upon request from an employee, all other letters confirming disciplinary action shall be removed from the employee's file five (5) years after the incident provided there are no incidents of a similar nature within that five year period.

### Investigative Meetings

- 10.04 When an employee is to be interviewed by a representative of the Company's Security Department, or at an investigative meeting where two managers will be present, the employee may request the presence of a Union representative who is available at the location where the interview is to be conducted. If there is no available Union representative at that location, the Company will arrange for the nearest available Union representative to attend.

When present at the interview, the Union representative shall attend as an observer to the process and not as a participant.

The Union representative, unless the employee objects, shall be granted a maximum of fifteen (15) minutes to confer with the employee immediately prior to the investigative meeting.

## ARTICLE 11 – GRIEVANCES

### Definitions

- 11.01 (a) **Grievance** – a difference concerning the interpretation, application, administration or an alleged violation of this Agreement.
- (b) **Individual Grievance** – a grievance filed by an employee seeking an individual remedy.

- (c) **Group Grievance** – individual grievances involving two or more employees arising from the same incident. In such situations the parties agree that the individual grievances will be heard / processed as a group grievance.
- (d) **Policy Grievance** – a grievance filed by either the Union or the Company that is general in nature and for which a general remedy is sought.
- (e) **Complaint** – an issue relating to matters not covered by this Agreement which a grievor seeks to have resolved under the provisions of this Article.
- (f) **Grievor** – the employee who has filed a grievance pursuant to subsection 11.01(b) or (c), or a complaint pursuant to subsection 11.01(e), or the Union or the Company which has filed a grievance pursuant to subsection 11.01(d).

#### **General**

- 11.02 (a) An employee having a grievance, a potential grievance, or a complaint, may first take the matter up orally with their immediate manager, and if they are not satisfied with the resolution, refer the matter to the employee's Shop Steward. If the Union considers the grievance a just one, a written grievance will be initiated and submitted in accordance with the provisions of this Article. Once a grievance is being handled by a representative of the Union, the Company will not endeavour to settle the grievance directly with the employee.
- (b) All grievances will be submitted by the Union in writing, on a form agreed to by both parties, and contain the following information:
- article(s) allegedly violated,
  - grievor's name,
  - grievor's job title,
  - grievor's manager, department and work location,
  - date of the occurrence of the alleged violation,
  - nature of grievance (description),
  - remedy sought.
- (c) A grievance will not be deemed to be invalid prior to Step 3 by reason only of the fact that the written grievance was not properly completed with respect to the information stipulated in subsection 11.02(b).
- (d) Discussions at Step 1 and 2 of the grievance procedure are conducted without prejudice to the position of either party.
- 11.03 It is the mutual desire of the parties that grievances be resolved as quickly as practicable. Time limits are prescribed for this purpose. Time limits and procedures contained in this Article are mandatory. Failure to pursue a grievance within the prescribed time limits and in accordance with the prescribed procedures will result in abandonment of the grievance. Failure to reply to a grievance in a timely fashion will advance the grievance to the next step. Grievances so advanced will be subject to time limits as if a reply had been made on the last allowable day of the preceding step in the procedure. Time limits may be extended by written agreement between the Company and the Union.
- 11.04 (a) A meeting convened at Step 1 shall be conducted face-to-face unless the parties agree to conduct the meeting via telephone or videoconferencing.
- (b) A meeting convened at Step 2 or 3 shall be conducted either via telephone or videoconferencing, unless the parties agree that it is necessary to conduct the meeting face-to-face.

- (c) At any meeting where it is considered necessary, and subject to mutual agreement, the Union or Company may bring additional representatives to those specified in sections 11.11, 11.14, or 11.16.
- 11.05 Where there is not another level of management between the immediate manager referred to in section 11.11 and the Vice President level of management, the grievance will go directly from Step 1 to Step 3 of the grievance procedure.

### **Grievance Procedure**

- 11.06 All grievances, other than those involving a dismissal or a job posting selection, will be submitted by the Union within thirty (30) days of the date of the occurrence or within thirty (30) days of the date the employee could reasonably have known of the occurrence giving rise to the grievance, to the grievor's immediate manager. The manager receiving the grievance will sign and record the date the grievance is submitted and provide a copy to the shop steward.
- 11.07 A policy grievance will be submitted directly to Step 3, to the Vice President – Labour Relations in the case of the Union filing the grievance, or directly to the President of the Union in the case of the Company filing the grievance.
- 11.08 A grievance concerning a dismissal will be submitted by the Union directly to Step 3 within fourteen (14) days of the date the grievor was notified of the dismissal.
- 11.09 A grievance concerning a job posting selection will be submitted by the Union directly to Step 2 within fourteen (14) days of the date the grievor is notified that she/he is not the successful candidate.
- 11.10 Notwithstanding the provisions of sections 11.05 to 11.09 inclusive, the steps in the grievance procedure for the processing of a specific grievance may be varied by written agreement between the Company and the Union.

### **Step 1**

- 11.11 The grievor's immediate manager or designate will convene a meeting to hear the grievance within seven (7) days of the grievance form being submitted. The grievor and the shop steward will attend the meeting along with the immediate manager or designate. The immediate manager or designate may have another representative of management at the meeting.
- 11.12 The immediate manager or designate will render her/his decision orally to the shop steward within seven (7) days following the meeting and will date and sign the grievance form.

### **Step 2**

- 11.13 If the matter has not been resolved at Step 1, the Union may refer the grievance to the next level of management within fourteen (14) days of the Step 1 decision.
- 11.14 The manager or designate will convene a meeting to hear the grievance within fourteen (14) days of receipt of the grievance. The councillor will attend the meeting along with the manager or designate. Either party may have one additional representative at the meeting. The manager or designate will render her/his decision, in writing, within fourteen (14) days following the grievance meeting and will date and sign the grievance form.

### **Step 3**

- 11.15 If the matter has not been resolved at Step 2, the Union may refer the grievance to the Vice

President – Labour Relations within twenty-eight (28) days of the Step 2 decision.

- 11.16 Labour Relations will convene a meeting to hear the grievance within thirty (30) days of receipt of the grievance. The business agent will attend the meeting along with the Labour Relations representative. Either party may have one additional representative at the meeting. Labour Relations will render its decision, in writing, within twenty-eight (28) days of the grievance meeting and will date and sign the grievance form.

### **Complaint Procedure**

- 11.17 A complaint shall follow the steps and observe the time limits provided in this Article for the processing of Individual, Group, or Policy Grievances, as appropriate.
- 11.18 A written statement of settlement or, failing settlement, a written statement of the Company's position at Step 3 shall constitute the final disposition of the complaint.

## **ARTICLE 12 – ARBITRATION**

- 12.01 If the parties have failed to resolve the grievance through the grievance procedure outlined in Article 11, either party may commence arbitration proceedings by providing written notice to the other party within thirty (30) days of the Step 3 decision.
- 12.02 The written notice will contain the following information:
- the grievance to be arbitrated,
  - the article(s) of the Agreement allegedly violated,
  - the remedy sought,
  - the names of three (3) individuals proposed to act as Arbitrator.
- 12.03 The party receiving the notice will, within twenty-one (21) days following receipt of the notice, inform the other party of:
- the acceptance of one of the people proposed to act as Arbitrator, or,
  - the names of other individuals proposed to act as the Arbitrator.
- 12.04 If the parties are unable to agree on an Arbitrator within fourteen (14) days of the reply referenced in section 12.03, a written request to the Minister of Labour to appoint an Arbitrator will be made by the parties.
- 12.05 The Arbitrator will convene a hearing within twenty-one (21) days of his or her appointment, unless the parties otherwise agree in order to accommodate the schedule of the selected Arbitrator.
- 12.06 The Arbitrator will render his or her decision in writing within twenty-one (21) days following the completion of the hearing.
- 12.07 The time limits outlined in this Article may be extended by mutual agreement between the parties.
- 12.08 The Arbitrator will 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 or her decision will be bound by the terms and provisions of this Agreement.
- 12.09 The decision of the Arbitrator will be final and binding on both parties.
- 12.10 The arbitration hearing will be held in the province in which the issue giving rise to the

grievance occurred unless otherwise mutually agreed.

### **Arbitration Board**

12.11 Except where the grievance is one relating to the alleged violation of section 10.01, and subject to agreement by the other party, either party may, in the correspondence referenced in sections 12.01 and 12.03, request to have the matter heard by an Arbitration Board, in which case the party making the request must, in addition to the other information contained in the written notice set out in section 12.02, provide the name of its Nominee and propose the names of three (3) individuals to act as Chairperson.

- (a) The party receiving the request for the appointment of an Arbitration Board will, within twenty-one (21) days following receipt of the notice, inform the other party of:
- the name of its Nominee,
  - the acceptance of one of the people proposed to act as the Chairperson, or,
  - the names of other individuals proposed to act as the Chairperson.
- (b) If the parties are unable to agree on a Chairperson within fourteen (14) days of the reply referenced in section 12.03, a written request to the Minister of Labour to appoint a Chairperson will be made by the parties.

12.12 When an Arbitration Board is to be utilized, the references found in this Article to an Arbitrator will be deemed to be an Arbitration Board.

### **Expedited Arbitration**

12.13 The Company and the Union may mutually agree to utilize an expedited arbitration process, subject to the following:

- (a) The parties shall meet periodically to review outstanding grievances to determine, by mutual agreement, those grievances suitable for expedited arbitration.
- (b) The parties shall mutually agree upon the single arbitrators who shall be appointed to hear the grievances.
- (c) The parties shall establish and attempt to agree on the facts relevant to the grievance.
- (d) Presentations shall be made by members of the Labour Relations Department and Officers of the Union.
- (e) All presentations are to be short and concise and will include a comprehensive opening statement.
- (f) The parties shall make every reasonable attempt to minimize the use of witnesses.
- (g) The arbitrator may assist the parties in mediating a dispute of the grievance.
- (h) The decision of the arbitrator is to be provided to the parties within ten (10) working days of the hearing.
- (i) The decision of the arbitrator shall be final and binding upon the parties. The decision shall not be cited as precedent and shall not be used or introduced in any other proceeding.
- (j) The fees and expenses shall be shared in accordance with section 12.14.

## **Expenses**

- 12.14 Each of the parties to this Agreement will bear the expense of its own witnesses, representatives, the grievor(s) and nominees to the Arbitration Board. The fees and expenses of the Chairperson or single Arbitrator will be borne equally by the Company and the Union.

## **ARTICLE 13 – PAYMENT OF WAGES**

- 13.01 Employees shall be paid through electronic funds transfer on alternate Thursdays throughout the year for all wages, except incentive payments, due or estimated due up to and including the Saturday of the previous week. Estimated wages will be adjusted to reflect actual wages in the following pay period.
- 13.02 When an employee wishes to ascertain details in regard to their pay they shall apply to their manager.
- 13.03 When the services of an employee who has completed three (3) consecutive months of continuous employment are no longer required, they shall be given two (2) weeks' written notice, or pay in lieu of notice, unless dismissed for just cause.
- 13.04 A Regular employee resigning from the Company's employ shall be expected to give two (2) weeks' written notice of termination of employment. Vacation may not be used in lieu of notice.
- 13.05 Company approved expenses may be reimbursed through electronic funds transfer.

## **ARTICLE 14 – HEALTH AND SAFETY**

- 14.01 Work Place Health and Safety Committees are established under the provisions of section 135 (1) of Part II of the *Canada Labour Code*. The Committees will meet in accordance with section 135 (10) of the *Code*.
- 14.02 When an employee encounters hazardous conditions while working alone, they shall immediately report the conditions and additional assistance shall be provided if considered necessary by management.
- 14.03 Where employees are required to wear appropriate CSA approved safety footwear or climbing boots as prescribed by the Company, Regular employees upon hire and all other employees with six (6) months of service will be eligible for reimbursement for the purchase or repair of the above mentioned footwear to a maximum of \$100.00 per calendar year or \$200.00 every two (2) calendar years with receipts.

Confirmation for the requirement of safety footwear in the above paragraph is required from the employee's manager prior to purchase or repair.

## **ARTICLE 15 – PERSONAL DAYS OFF**

### **Effective January 1, 2012:**

- 15.01 (a) A Regular full-time employee on staff as of January 1 of each calendar year is entitled to three (3) Personal Days Off (PDOs). A Regular part-time employee with five (5) years of service or more on January 1 of each calendar year is entitled to three (3) Personal Days Off (PDOs).
- (b) An eligible employee engaged or reclassified to Regular status during the calendar



year is entitled to PDOs in accordance with the following schedule:

- (i) Between January 1 and the end of February – three (3) days.
- (ii) Between March 1 and June 30 – two (2) days.
- (iii) Between July 1 and October 31 – one (1) day.
- (iv) After November 1 – employee is not entitled to any PDO days.

15.02 Notwithstanding section 15.01, an employee who is absent for greater than four (4) months in any calendar year, other than a leave under Article 21, shall have the current or, if the current year's entitlement has been utilized, the next year's entitlement to PDOs reduced by one (1) for each four (4) month period of absence.

In addition, any unauthorized absence or leave by an employee shall have the current or, if the current year's entitlement has been utilized, the next year's entitlement to PDOs reduced by one (1) for each incident of unauthorized absence or leave.

15.03 A Regular full-time employee shall be paid at the employee's basic rate of pay for each PDO. A Regular part-time employee shall be paid for five (5) hours at the employee's basic rate of pay for each PDO.

- 15.04 (a) A PDO shall be scheduled on a Monday to Friday, on a day mutually agreed to by the employee and management. The scheduling of PDOs shall be secondary to annual vacations.
- (b) PDOs may be taken in one-half ( $\frac{1}{2}$ ) day increments with the approval of management.
- (c) All PDOs are to be scheduled and taken prior to the end of the calendar year in which the employee becomes entitled to them.
- (d) In the event that it was not possible to schedule a PDO prior to the end of the calendar year, the employee will be paid for the day (or days) by February 15 of the following year.

## **ARTICLE 16 – AT HOME AGENT (AHA) AND WORK STYLES PROGRAMS**

16.01 An employee may, by mutual agreement with their manager, participate in either the AHA or Work Styles program in accordance with the applicable Company policies and guidelines.

16.02 The Company agrees to meet and review with the Union any substantial modification to the AHA Guidelines and Expectations or the Work Styles Policy or Guidelines prior to the change being implemented. The Company will continue to provision the required telecom equipment and services as reviewed during negotiations.

16.03 The parties agree that an employee's assigned Company work location or headquarters does not change as a result of participating in these programs.

16.04 The Company will normally provide sixty (60) days' written notice to the participating employees and the Union to terminate the AHA or Work Styles programs, although it is recognized that in exceptional or unusual circumstances the Company may provide less than sixty (60) days' notice.

- 16.05 (a) The employee will normally provide thirty (30) days' written notice of intent to withdraw from the program. However, this length of notice may be modified by mutual agreement between the employee and the manager.



- (b) The Company will normally provide thirty (30) days' written notice to an employee to terminate participation in the program. However, it is recognized that less than thirty (30) days' notice (including immediate) may be provided in situations of cause, technological issues, conflict of interest, failure to adhere to the program's policies and guidelines, etc.
- 16.06 Save exceptional circumstances, the Company will provide reasonable verbal notice of any on-site visit to an employee's home.

## **ARTICLE 17 – SERVICE APPAREL**

- 17.01 Where it is deemed necessary by the Company, employees will be required to wear TELUS Service Apparel provided by the Company.
- 17.02 Employees will be required to wear this apparel for all hours worked.
- 17.03 Employees will be reimbursed for receipted expenses authorized by the manager for approved alterations.
- 17.04 The employees will be responsible for any expense associated with the maintenance and cleaning of their Service Apparel as well as replacement of clothing that has been lost or damaged by means other than through normal wear.
- 17.05 The Company reserves the right to change, modify or discontinue this program.

## **ARTICLE 18– COMPANY COURSES**

- 18.01 Upon successful completion of courses recognized by the Company and approved of in advance of taking the course, an employee shall be reimbursed 100% of tuition fees and textbooks.

## **ARTICLE 19 – CONTRACTING OUT**

- 19.01 No Regular employee will be laid off as a direct result of the Company contracting out work that is normally and currently performed by bargaining unit employees. The Company further agrees that it will not contract out any bargaining unit work in the job classification and headquarters area where, under the provisions of Article A16, there are employees on lay-off who are capable of doing the work, providing the necessary tools and equipment are available.
- 19.02 The Company will give notice in writing to the Union before contracting out any work that has been historically done by the employees in the bargaining unit. Such notice will state the reasons for the contracting out.

## **ARTICLE 20 – LEAVES OF ABSENCE**

- 20.01 A Leave of Absence is defined as a period of excused time off without pay granted for more than nine (9) calendar days that preserves the continuity of an employee's service.
- 20.02 A Regular full-time employee with three (3) years of continuous service is eligible to apply for a Leave of Absence. Leaves of Absence must be separated by at least three (3) years of continuous regular employment.

Exceptions to these requirements may be made for Regular Operator Service employees at the discretion of the Company.

A Leave of Absence may be granted to a Regular employee with less than three (3) years of service for disability absence or similar unavoidable circumstances.

- 20.03 An employee who undertakes remunerative employment while on Leave of Absence, except approved employment that is a specific condition of a leave, will have their service terminated by the Company.
- 20.04 A Regular employee may be granted time off without pay not to exceed nine (9) calendar days in one (1) calendar year. Exceptions to the number of occasions per calendar year may be made for Regular Operator Service employees at the discretion of the Company.

#### **Election Leave**

- 20.05 (a) A Leave of Absence not to exceed 90 days may be granted, without pay, to a Regular employee who stands as an official candidate for election to any Municipal, Provincial or Federal office.
- (b) A Leave of Absence may be granted, without pay, to a Regular employee who is elected to a Municipal, Provincial or Federal office, for the period of the term of the office. Extensions may be granted to an employee who seeks an additional term of office. Leaves under this paragraph will maintain service continuity only. There will be no benefit coverage and service will not accumulate for pension purposes.
- (c) Upon expiration of a Leave granted in accordance with subsection 20.05(b), every effort will be made to provide the employee a job at the same level and location as formerly held. If a suitable position is not available, the Company may agree to extend a Leave of Absence or the employee may elect an alternate position at a lesser rate of pay or transfer to an available position at their own expense.

#### **ARTICLE 21 – MATERNITY LEAVE, PARENTAL LEAVE AND COMPASSIONATE CARE LEAVE**

- 21.01 Maternity Leave, Parental Leave or Compassionate Care Leave shall be provided and administered in accordance with provisions of the *Canada Labour Code*.

#### **ARTICLE 22 – TWU HEALTH AND BENEFIT PLAN (GROUP LIFE INSURANCE PROGRAM)**

- 22.01 Under proper-signed authorization by an eligible employee covered by this Agreement, the Company agrees to deduct the required premium payments through payroll deduction for an employee who wishes to participate in the TWU – Health and Benefit Plan (Group Life Insurance Program). An employee wishing to withdraw from this plan must provide written authorization to the Company to discontinue payroll deduction.

#### **ARTICLE 23 – COLLECTIVE BARGAINING PROCEDURE**

- 23.01 Employees on the Union negotiating committee will be paid by the Union during contract negotiations for all time spent away from their jobs during negotiations. The Company will continue to pay the employee's basic wages and the amount so paid by the Company shall be billed to and reimbursed by the Union.

- 23.02 Each party will pay one-half of the cost of the meeting room and any other mutually agreed upon expenses incurred during negotiations.
- 23.03 When during the term of this Agreement both parties agree that a change is required to any Article or item, a Memorandum of Agreement will be drafted and mutually agreed upon by both parties.

## **ARTICLE 24 – COST OF LIVING ALLOWANCE**

- 24.01 If the October 2014 Consumer Price Index (CPI) exceeds the CPI for October 2013 by more than 3.0%, the following wage schedules and basic hourly rates of pay in effect on December 31, 2014
- all wage schedules in Appendices A and C;
  - Wage Schedule 1 in Attachment B-4 of Appendix B; and
  - with the exception of those employees whose basic hourly rate of pay exceeds the maximum rate for their job title, the basic hourly rate of pay for employees on all wage schedules in Attachment B-2 and Wage Schedules 2 to 6 in Attachment B-4 of Appendix B

will be increased effective January 1, 2015 by a percentage figure equal to the difference between:

- (a) the percentage by which the October 2014 CPI exceeds the October 2013 CPI
- and
- (b) 3.0%.

to a maximum of 1.0%.

- 24.02 The Consumer Price Index used for the formula in section 24.01 shall be the CPI – Canada All Items (2002 = 100) as published by Statistics Canada or any successor department or agency.
- 24.03 Should the Consumer Price Index be amended or discontinued prior to October 2014, the parties agree to consult to determine a means by which rates of pay will be increased effective January 1, 2015, consistent with the formula in section 24.01.

## **ARTICLE 25 – DURATION**

- 25.01 This Agreement shall become effective on June 9, 2011 and shall remain in full force and effect up to and including December 31, 2015.
- 25.02 Upon coming into force of this Agreement, all prior Agreements, Letters of Agreement, Letters of Understanding, Letters of Intent, Memoranda of Agreement, or any other agreement between the parties (including predecessor organizations) shall be terminated unless specifically renewed.
- 25.03 Either party to this Agreement may, by written notice given to the other party before the expiry of this Agreement in accordance with the provisions of the *Canada Labour Code*, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

- 25.04 Where a notice to commence collective bargaining has been served, this Agreement or any continuation thereof shall remain in full force and effect until the provisions of the *Canada Labour Code* have been met.

## **WITNESS CLAUSE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 8<sup>th</sup> day of June, 2011.

### **TELECOMMUNICATIONS WORKERS UNION**

(sgd.) GEORGE DOUBT  
President

### **TELUS**

(sgd.) STEPHEN R. BEDARD  
VP – Labour Relations

## **APPENDIX A – WEST**

### **TECHNOLOGY OPERATIONS, CUSTOMER SALES, SERVICE & SUPPORT AND RETAIL OPERATOR SERVICES**

#### **ARTICLE A1 – APPLICATION OF THIS APPENDIX**

- A1.01 The provisions of this Appendix (Appendix A) of this Agreement apply to employees who occupy job titles listed in Attachment A-4, A-6, A-7 and A-9 to this Appendix in British Columbia and Alberta.
- A1.02 Basic rates of pay and wage progression intervals for the job titles covered by this Appendix are contained in Attachment A-5, A-8 and A-10 to this Appendix.

#### **ARTICLE A2 – WAGE ADMINISTRATION**

- A2.01 Wage increases shall be granted according to the wage schedules as set forth in this Appendix unless delayed for reasons outlined in section A2.05.
- A2.02 Wage adjustments shall be effective on the date that the increase is due.
- A2.03 An absence or leave of absence of three (3) weeks for other than sickness or accident, shall delay an increase for one (1) month and each subsequent month's absence shall delay it one (1) month. No adjustment shall be made if the entire three (3) weeks' absence does not occur within one (1) month from the first day of absence or is broken by a period of more than five (5) days at work.
- A2.04 An absence or leave of absence of more than three (3) months for sickness or accident shall delay an increase by one (1) month for the first three (3) weeks' absence over three (3) months, and one (1) month for each subsequent month's absence.
- A2.05 Should the Company consider that an employee has not qualified for an increase due to substandard work performance, the employee shall be so advised in writing thirty (30) days prior to the date of the scheduled increase and shall be given an opportunity to qualify. After qualifying, if the employee's work does not continue on a satisfactory basis, the increase may be rescinded with written notice to the employee. Copies of said notices will be forwarded to the Vice President of the Union. Should an employee whose increase has been deferred consider that they have been unjustly treated, they may take it up as a grievance.
- Once an employee qualifies for an incremental increase, any subsequent increases shall fall due on the date they would normally have occurred.
- A2.06 An employee temporarily assigned to a higher paying position will be entitled to a temporary wage increase for each hour or portion thereof on the temporary assignment. The employee will receive the wage rate for the higher paying position that is closest to and higher than their current rate of pay.
- A2.07 An employee who is permanently assigned or successfully bids to a higher paying position will receive the wage rate for the higher paying position that is closest to and higher than their current rate of pay. The employee will then progress on the wage schedule of the higher paying position.
- A2.08 (a) An employee who is permanently assigned to a lower paying position will maintain their wage rate for a period of one (1) year. At the end of the one year period the employee will receive the wage rate for the lower paying position that is closest to but

less than their current rate of pay. The employee will then progress on the wage schedule of the lower paying position.

- (b) An employee who successfully bids to a lower paying position will receive the wage rate for the lower paying position that is closest to but less than their current rate of pay. The employee will then progress on the wage schedule of the lower paying position.

A2.09 Should a special increase be warranted during the progression period, it will be given every consideration by management.

A2.10 A person having previous experience and/or qualifications will be hired at a rate of pay decided upon by management. The employee will then progress on the wage schedule for the position.

### **ARTICLE A3 – HOLIDAYS**

A3.01 The following days will be observed as paid holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B.C. Day (*BC only*) / Civic Holiday (*AB only*)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day.

A3.02 Except for Retail Operator Services (refer to Article A22), when any of the above holidays referred to in section A3.01 falls on a:

- (a) Sunday – the following Monday will be considered the holiday. When Boxing Day falls on a Monday, the Tuesday immediately following will be considered as the holiday.
- (b) Saturday – if it is a non-working day for an employee, she/he will be granted either the working day preceding or following the holiday in lieu thereof, unless demands of the service require otherwise. Under such circumstances the employee will be granted a holiday at some other time mutually agreeable to the Company and to the employee.
- (c) Monday through Friday, which is a non-working day for an employee, she/he will be granted a holiday with pay at some other time, which may be by way of addition to her/his annual vacation or granted as a holiday with pay at a time convenient to the Company and to the employee.
- (d) Where no mutual agreement has been reached pursuant to subsections A3.02(b) and (c), holiday entitlement temporarily banked within the calendar year will be scheduled off no later than April 30 of the following calendar year. In the event that no mutual agreement has been reached by the end of February for the scheduling of this holiday entitlement, it shall be scheduled by management.

#### **Float Holiday**

A3.03 In addition to the paid holidays stipulated in section A3.01, an employee in the employ of the Company on November 1st is eligible for a paid Float Holiday to be scheduled by management

in the period from December 1 of the current year to the end of February of the following year. This Float Holiday will be scheduled adjacent to at least two other days off for the employee.

#### **Holiday Pay**

- A3.04 Holiday pay shall be at the employee's basic rate of pay.
- A3.05 Regular part-time, Temporary and Term employees shall receive payment for holidays on a pro-rata basis calculated on the number of basic hours worked in the twenty (20) working days immediately preceding the holiday. If the pro-rata holiday entitlement equals or exceeds three-quarters ( $\frac{3}{4}$ ) of a day, one (1) full day's pay shall be given.
- A3.06 Notwithstanding the provisions of sections A3.01, A3.03, A3.04 and A3.05:
- (a) An employee who has not acquired thirty (30) days' service in the latest period of employment prior to the date of a holiday, shall not be entitled to holiday pay.
  - (b) Holiday pay provisions are not applicable to an employee while on leave of absence unless they are entitled to wages for at least fifteen (15) days in the thirty (30) calendar day period immediately preceding the holiday.

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

- A3.07 An employee who works on a holiday shall be paid a premium of one (1) times the employee's basic hourly rate of pay for each basic hour worked on the holiday in addition to any holiday pay to which the employee may be entitled.
- A3.08 An employee scheduled to, but who does not work on the holiday will not be paid for the holiday unless her/his absence is due to sickness or similar unavoidable cause.

#### **Christmas Eve and New Year's Eve**

- A3.09 An employee shall be paid a premium of one (1) times the employee's basic hourly rate of pay for each basic hour worked between 6:00 p.m. and 12:00 midnight on December 24 or December 31. This premium does not apply if the employee is working overtime during those hours.

#### **Substitution of Religious Holiday**

- A3.10 Thirty (30) days prior to the start of each calendar year an employee may request to take an alternate day in lieu of Good Friday, Easter Monday, or Christmas Day to observe another religious holiday:
- (a) An employee will submit a written request to the immediate manager.
  - (b) Requests will be granted provided there is work available in the employee's classification and work location which the employee can perform on the holiday.
  - (c) An employee working on the holiday will be paid at straight time for basic hours worked and will receive holiday pay for the day taken off as the alternate religious holiday.



## ARTICLE A4 – ANNUAL VACATIONS

### Effective for the 2012 vacation year:

#### **Vacation Entitlement**

- A4.01 An employee, in the year of engagement or re-engagement, shall receive 4% of earnings for that calendar year in lieu of vacation with pay for that year. This shall be paid no later than April 30 of the following year.
- A4.02 A Regular full-time employee, in the years subsequent to the year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the calendar year in which the employee attains 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:

Years of Service	Entitlement
1 to 8	15 days
9 to 15	20 days
16 to 24	25 days
25 years and over	30 days

- A4.03 A Regular part-time or Temporary employee, in the years subsequent to the year of engagement or re-engagement, shall first become entitled to vacation time off work in accordance with the table set out in section A4.02 in the calendar year in which the employee attains 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 in section A4.02. The employee shall be paid vacation pay for each week of vacation taken based upon management's estimate of the average basic weekly hours projected to be worked by the employee in that calendar year.

- A4.04 (a) In awarding vacations no deduction shall be made when absence or leave of absence in the calendar year is due to:

- (i) sickness or accident of twelve (12) weeks or less;
- (ii) maternity leave of seventeen (17) weeks or less; or,
- (iii) other than the foregoing causes, an absence of four (4) weeks or less.

For each additional four (4) weeks' absence one (1) vacation day shall be deducted. When the total absence for any cause, excluding up to seventeen (17) weeks' maternity leave, is thirty-two (32) weeks or more, then the vacation period shall be pro-rated to the time worked in that period.

- (b) Any deduction of vacation in accordance with the provisions of subsection A4.04(a) which exceed an employee's remaining current calendar year's vacation entitlement will be deducted from the employee's vacation entitlement in the subsequent calendar year.

#### **Vacation Banking**

- A4.05 (a) Regular full-time employees shall be permitted to bank vacation, to a maximum of forty (40) days, to be taken immediately prior to retirement or, at another time with the approval of their manager, which will not be unreasonably withheld, as follows:

- (i) Five (5) days' vacation may be banked if the employee is entitled to fifteen (15) days' vacation.
- (ii) Five (5) or ten (10) days' vacation may be banked if the employee is entitled to twenty (20) or more days' vacation.

When vacation is banked, it will be placed in the bank at the employee's basic rate of pay in effect at the time of banking. Banked vacation for the current vacation year must be banked by March 15 of that year.

- (b) Payment for banked vacation when taken shall be based on the blended average wage rate of the employee's total available banked vacation.

### **Vacation Scheduling**

- A4.06 Vacation scheduling shall be by associated work group. A minimum of 20% of employees rounded up to the nearest whole number shall be allowed off at any one time on annual vacations, calculated as a percentage of the total number of active employees in the associated work group as of October 1 for the first four (4) month period of the upcoming vacation scheduling year and, as of February 1 of the vacation scheduling year for the last eight (8) month period of the vacation year.
- A4.07 Employees shall select their vacation periods in order of seniority, however, only one vacation period shall be selected by seniority until all employees on the vacation schedule have selected one period.

When selecting the above period of vacation, an employee may not select more than three (3) weeks' vacation in the period between the first Monday in June and the last Friday in September.

Subsequently, all employees on the schedule who have chosen to take their vacations in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

- A4.08 Employees may split their vacation periods into increments of less than one week, with the approval of management.
- A4.09 Vacation schedules are for a calendar year. Employees shall select their vacation, subject to the provisions of sections A4.06 to A4.08 inclusive, as follows:
  - (a) During the period from October 1 to November 15 for vacation in the first four (4) months of the upcoming vacation year. Selections for the first four (4) month period need not be the employee's first choice.
  - (b) During the period from February 1 to March 15 for vacation during the last eight (8) months of the current vacation year.

Any vacation for the current vacation year that has not been scheduled or banked as of March 15 may be scheduled by management.

- A4.10 If an employee who has approved vacation scheduled transfers to another group, the employee retains the vacation selection previously approved unless another arrangement is mutually agreed to by the employee and management.
- A4.11 Vacation schedules shall be posted either on bulletin boards within the work locations of affected employees or, where management determines that it is more practical to do so, may be posted electronically.

A4.12 For changes to the vacation schedule after March 15:

- (a) The provisions of A4.06 shall not be applicable and any changes shall be made on a first come, first served basis and are subject to mutual agreement between the employee and management.
- (b) Notwithstanding the provisions of subsection A4.05(a) regarding the banking of vacation by March 15 of the current calendar year, an employee may elect, with a minimum of 4 weeks' notice, to bank vacation that was previously scheduled. The banking of this vacation is subject to the maximums specified in subsection A4.05(a).

A4.13 When a holiday is observed on a normal working day within an employee's annual vacation, the employee may elect to take one (1) additional day's pay in lieu of the holiday or, subject to mutual agreement with the immediate manager, to take the vacation day so displaced on another date.

A4.14 Except under special arrangement with management, vacations earned in different calendar years shall not be cumulative, nor taken consecutively.

#### **General**

A4.15 Notwithstanding the provisions of sections A4.01 and A4.02:

- (a) An employee with more than four (4) days' but less than one (1) year's service leaving the Company's employ shall receive 4% of their earnings for the current calendar year, reduced by the amount already paid to the employee in accordance with the provisions of section A4.01.
- (b) An employee with greater than one (1) year's service leaving the Company's employ shall be paid the greater of:
  - (i) Pay in lieu of vacation, at the employee's basic rate of pay, on a prorated basis based on the month(s), or portion thereof, worked in that calendar year (for example, an employee who worked four (4) months in the year of separation would receive pay in lieu of vacation for 4/12<sup>th</sup>s of the vacation entitlement for that year); or,
  - (ii) 4% of the employee's earnings for the current calendar year if less than six (6) years' service or 6% of the employee's earnings for the current calendar year with six (6) or more years' service

reduced by the amount already paid to the employee for any vacation taken in the current calendar year.

A4.16 All vacations, except banked vacations, are paid for at the employee's basic rate of pay at the time the vacation is taken.

A4.17 Notwithstanding the amount of vacation pay that a Regular part-time or Temporary employee has received in accordance with the provisions of section A4.03, the amount of vacation pay to which a Regular part-time or Temporary employee is entitled shall be based on 2% of the employee's total basic earnings in the calendar year for which the vacation is given, for each week of vacation entitlement. Any required adjustment to the amount of vacation pay to which the employee is entitled for the current calendar year shall be paid to or deducted from the employee's pay coincident with any necessary adjustment made pursuant to section A4.18.

A4.18 When 4% (or 6% after six (6) years' service) of the employee's total earnings in the vacation year January 1 to December 31 exceeds the total amount of their vacation pay (including any necessary adjustment made in accordance with section A4.17) at their basic rate of pay for

the vacation to which the employee was entitled in that year, any excess shall be paid to the employee prior to April 30 of the following year.

## **ARTICLE A5 – HOURS OF WORK AND SCHEDULING (NOT APPLICABLE TO RETAIL OPERATOR SERVICES – SEE ARTICLE A22)**

### **Definitions**

A5.01 **Basic Hours of Work Per Day and Per Week** – means the number of hours of work per day and per week as established in this Article for a Regular full-time employee exclusive of overtime hours which are dealt with in Article A6.

A5.02 **Shift** – the hours scheduled or worked by an employee on any given day, as follows:

- (a) Day shift is a shift that starts between the hours of 5:00 a.m. and 10:30 a.m. inclusive.
- (b) Afternoon shift is a shift that starts between the hours of 10:31 a.m. and 5:59 p.m. inclusive.
- (c) Night shift is a shift that starts between the hours of 6:00 p.m. and 4:59 a.m. inclusive.

Overtime shifts are dealt with in Article A6.

### **Basic Hours of Work**

- A5.03 (a) (i) The basic hours of work per day for a Regular full-time employee will be 7.5 hours. The basic hours of work per week for a Regular full-time employee will be 37.5 hours over one (1) week or 75 hours over two (2) weeks provided that in any given calendar week, basic hours of work will be assigned on consecutive days, unless another arrangement is mutually agreed to by the employee and management. Notwithstanding the above, in any given calendar week, up to 20% of the Regular full-time employees in an appropriate work group may be assigned to a work week in which the basic hours are not scheduled on consecutive days.
- (ii) A rest day for a Regular full-time employee will be consecutive with another rest day unless the employee requests otherwise or the shift rotation necessitates otherwise.
- (b) Shift start times for Regular full-time employees may vary within a calendar week but will not vary by more than one (1) hour within that calendar week with the exception of:
- the need to accommodate formal training,
  - an employee is scheduled to work on a Saturday, Sunday or holiday,
  - work groups where shifts are assigned by seniority based on shift preferences and availability, or
  - schedule changes that occur under the provisions of A5.08.
- (c) For all other categories of employment, the Company will determine and establish the hours of work per day and per week. While these hours may vary, the basic hours worked by these employees will not be greater than the basic hours of work established for a Regular full-time employee in subsection A5.03(a).

- (d) Notwithstanding the provisions of subsection A5.03(c), a Regular part-time employee will normally be scheduled to work a minimum of fifteen (15) hours in each pay period.

A Regular part-time employee shall not be scheduled to work basic hours in excess of 80% of the basic hours of a Regular full-time employee in the same job title, in any calendar year. If a Regular part-time employee is scheduled to work basic hours in excess of 80% of the basic hours of a full-time employee in the same job title in any calendar year, the Company will post a Regular full-time job opening. If the employee is not the successful applicant or declines the opportunity for Regular full-time employment the employee will continue as a Regular part-time employee.

- (e) A Regular part-time or Temporary employee shall not be required to work less than four (4) basic hours of work on any day that the employee is required to work.
- (f) No employee shall, without the employee's consent, be required to work more than ten (10) consecutive shifts.

A5.04 For an employee who is participating in the AHA program, a split shift may be worked, subject to business requirements, by mutual agreement between management and an employee. Split shifts shall not extend beyond a twelve (12) hour period.

A shift shall be considered split if more than one (1) hour elapses between the two (2) portions of the shift.

Scheduling provisions as provided in section A5.07 may be varied as appropriate when an employee has volunteered to work a split shift schedule.

#### **Meal and Relief Periods**

- A5.05 (a) An employee will be granted meal and relief periods during basic hours of work shifts in accordance with the table shown in subsection A5.05(b).
- (i) Meal periods are unpaid and not included in the calculation of the basic hours of work and, except for split shifts, shall be for a minimum of one-half hour and a maximum of one hour as determined by management.
- (ii) Relief periods are paid and included in the calculation of the basic hours of work. The responsible manager in each work location may designate times during which relief periods may be taken.
- (b) Relief and meal periods granted to an employee will be in accordance with the following shift lengths:

Shift Length	Unpaid Meal Period	Paid 15 Minute Relief Period
6 hours up to and including 7.5 hours	1	2
More than 4 hours and less than 6 hours	1	1
3 hours up to and including 4 hours	-	1

- (c) An employee who operates a Visual Display Unit continuously for two and one-half (2½) hours shall be granted a ten (10) minute break. The ten (10) minute break can be by way of a relief period, meal period, or change of duty. The above shall not alter any

employee entitlements to relief periods or meal periods as provided in this Agreement.

### **Work Schedules**

- A5.06 An employee may be required to work a shift on any day of the week, as determined by the Company to meet service requirements.
- A5.07 (a) Schedules for Regular employees will cover a minimum four (4) week period and will be posted by management a minimum of seven (7) days prior to the date on which they are to become effective. Rolling schedules are permitted. Management will determine the appropriate work group to be included on the schedule and the method of posting the schedule.
- (b) Except in those work groups where shifts are assigned by seniority based on shift preferences and availability, due consideration will be given by management to Regular full-time employees in determining an equitable rotation of Day, Afternoon and Night shifts from among those who are qualified to do the work.
- (c) There shall be an interval of at least eight (8) hours between successive shifts.
- (d) Hours scheduled in advance by management for Temporary employees shall be shown on the same schedule as Regular employees, at the time of the posting of the schedule.

### **Schedule Changes**

- A5.08 If less than five (5) days' notice of a change to a Regular employee's posted schedule is provided, a premium of one (1) times the employee's basic hourly rate will be paid for each basic hour actually worked outside of the employee's originally scheduled basic hours, for the number of days by which the notice is short of the five (5) days' notice. This premium does not apply to:
- additional basic hours for Regular part-time employees given after the schedule is posted,
  - all basic hours worked by Temporary employees, and
  - the trading of shifts between employees.

With the approval of management and not subject to premiums, an employee may request to have the schedule changed for urgent personal business.

### **9:00 p.m. to 6:00 a.m. Differential**

- A5.09 An employee will be paid an hourly differential of \$1.25 for each basic hour, or portion thereof, worked in the period from 9:00 p.m. of one day and prior to 6:00 a.m. of the following day.

### **Sunday Premium Pay**

- A5.10 (a) A premium of one-half ( $\frac{1}{2}$ ) times the employee's basic hourly rate of pay will be paid for basic hours of work worked by a Regular or Temporary employee on a Sunday.
- (b) Except for service requirements, a Regular full-time employee will not normally be scheduled to work the basic hours of work on more than two (2) Sundays and two (2) Saturdays in any calendar month.
- (c) When a Regular full-time employee is assigned to work three (3) or more Sunday shifts in a calendar month, the employee will be paid a premium of one (1) times the

employee's basic hourly rate of pay for the third and any subsequent Sunday shift worked during that calendar month instead of the premium paid in subsection A5.10(a).

## **ARTICLE A6 – OVERTIME**

### **Definitions**

A6.01 **Overtime** – means the hours worked in excess of the basic hours of work per day and per week established for Regular full-time employees in accordance with this Appendix.

Overtime hours for:

- (a) a full-time employee, are hours worked:
  - (i) after working the number of hours comprising the basic hours of work per day for a Regular full-time employee, or
  - (ii) on a rest day outside the employee's basic hours of work for that week.
- (b) a part-time employee, are hours worked:
  - (i) after working the number of hours comprising the basic hours of work per day for a Regular full-time employee, or
  - (ii) in excess of the basic hours of work per week for a Regular full-time employee.

A6.02 **Continuous Overtime** – is overtime worked immediately preceding or following (including during the meal period) the basic hours of work for the employee. Unpaid meal periods do not break continuity for these purposes.

A6.03 **Non-continuous Overtime** – is all other overtime that may be worked by an employee.

### **Overtime Requirements**

**Sections A6.04 and A6.05 are only applicable to employees who occupy job titles listed in Attachment A-4 (Technology Operations) to this Appendix.**

A6.04 An employee may be assigned or scheduled by management to work overtime. Where there are no qualified volunteers and the Company assigns non-continuous overtime, the assignment shall be by inverse order of seniority from amongst qualified employees in the associated work group.

- A6.05 (a) Except where otherwise provided herein, overtime in excess of seven and one-half (7½) hours per employee in one week and overtime in excess of fifteen (15) hours in two (2) pay periods shall be on a voluntary basis.
- (b) Where service demands are critical or in circumstances which endanger the safety of customers or the public, compulsory overtime may be assigned in excess of that provided for in section B7.05(a).

**Section A6.06 is applicable to employees who occupy job titles listed in Attachments A-6 and A-7 (Customer Sales, Service & Support) and Attachment A-9 (Retail Operator Services) to this Appendix.**

A6.06 Overtime requirements shall be met with qualified volunteers.



### **Payment for Overtime Worked**

- A6.07 (a) Payment for overtime worked by a Regular or Temporary employee who is covered by the provisions of sections A6.04 and A6.05 will be at two (2) times the employee's basic hourly rate of pay for the hours worked (i.e. double time).
- (b) Payment for overtime worked by a Regular or Temporary employee who is covered by the provisions of section A6.06 will be at two (2) times the employee's basic hourly rate of pay for the hours worked, except that the first two (2) hours of continuous overtime worked per day (except on Sundays and Holidays) will be at one and one-half (1½) times the employee's basic hourly rate of pay.
- (c) Payment for overtime worked by all other categories of employment will be at one and one-half (1½) times the employee's basic hourly rate of pay.
- (d) Overtime rates provided in subsections A6.07(a), (b) and (c) will not apply in any instances of continuous overtime unless and until the employee has worked the basic hours of work per day established for Regular full-time employees, less any paid relief periods to which the employee may be entitled.

### **Call-Out**

- A6.08 The following provisions apply in situations when an employee is called at home and requested to report to work, and who does work, overtime. An employee called at home to be notified of a schedule change is not entitled to a call-out.
- A6.09 (a) When an employee receives a minimum of eleven (11) hours' notice of call-out overtime prior to the required time of reporting to work, the employee will be paid only for the actual overtime hours worked.
- (b) When an employee has not received a minimum of eleven (11) hours' notice and is requested to report to work immediate overtime, the employee will be paid overtime from the time called.
- In those situations when the overtime worked is on a non-continuous basis, the employee will also be paid overtime for reasonable travel time to return home at the end of the call-out.
- (c) An employee working call-out overtime, will be paid at the overtime rate for a minimum of two (2) hours or the actual hours worked whichever is greater.
- A6.10 Notwithstanding the provisions of sections A6.08 and A6.09, an employee called at home and requested to work call-out overtime and who does work the overtime without having to leave the employee's residence, will be paid at the overtime rate for a minimum of one (1) hour or the actual hours worked whichever is greater.
- A6.11 When an employee is called-out to work immediate overtime four (4) hours or less prior to the start of the employee's basic shift for that day, the employee will be paid until the start of the basic shift, whether or not the employee works the whole of that period. The employee will then complete the basic shift at the basic hourly rate of pay.
- A6.12 Notwithstanding subsection A6.07(d), when an employee is called-out to work immediate overtime more than four (4) hours prior to the start of the employee's basic shift for that day, works continuous overtime, and is not relieved until after the start of their basic shift, the employee will be paid a premium of one (1) times the employee's basic hourly rate of pay for the basic hours so worked until relieved and will be paid the basic hourly rate of pay for the balance of the basic shift not worked. The taking of a meal period does not constitute being relieved for the purposes of this section.



### **Meal Allowances**

- A6.13 An employee who works continuous overtime immediately following the employee's basic shift for more than two (2) hours will be entitled to a meal allowance of \$12.50, and thereafter, another \$12.50 meal allowance for each additional four (4) hours of continuous overtime worked. The initial meal allowance of \$12.50 does not apply to an employee who is receiving board and lodging under Article A10.
- A6.14 An employee who works a call-out with less than eleven (11) hours' notice of call-out overtime prior to the required time of reporting to work will be entitled to:
- (a) a meal allowance of \$12.50 after four (4) hours of overtime worked, and thereafter, another \$12.50 meal allowance for each additional four (4) hours of continuous overtime worked, or
  - (b) a meal allowance of \$12.50 when the overtime worked under section A6.11 is more than two (2) hours and extends to within one-half ( $\frac{1}{2}$ ) hour of the start of the employee's basic shift. In addition the employee will be permitted a maximum of one-half ( $\frac{1}{2}$ ) hour paid meal period, prior to the commencement of the employee's basic shift or as soon as possible thereafter.

### **Other**

- A6.15 When an employee works non-continuous overtime within the eight (8) hour period prior to the start of the basic shift for that day, the start time of the basic shift on that day will be deferred without loss of basic pay equivalent to the amount of non-continuous overtime worked during that eight (8) hour period. Payment of deferred time will be dependent upon the employee returning to work at the end of the period of deferment. This section does not apply to situations outlined in sections A6.11, A6.12 and A6.16.
- A6.16 An employee who has worked more than four (4) hours' overtime immediately following the employee's basic shift will return to work after a minimum of eight (8) hours' rest provided that the eight (8) hours' rest period does not extend into the last four (4) hours of the employee's next basic shift. The employee will be paid at the employee's basic hourly rate of pay for each hour of the basic shift.
- When, due to service requirements, an employee is required to work during the complete rest period, or any part of the rest period provided in this section, the employee will be paid a premium of one (1) times the employee's basic hourly rate of pay for the basic hours so worked.
- A6.17 When an employee, who has previously worked the basic hours of work per day for a Regular full-time employee, works a relief shift to cover for an employee who is absent due to sickness or accident disability or works such relief shift immediately after completing the employee's scheduled basic shift, will be paid at a rate of two (2) times the employee's basic hourly rate of pay.
- A6.18 Except as otherwise provided in this Article, an employee working overtime will be granted relief and meal periods in accordance with subsection A5.05(b) or subsection A22.05(b) of this Appendix.
- A6.19 An employee working continuous overtime immediately following the employee's basic shift shall be entitled to a paid ten (10) minute relief period at the start of the overtime assignment if the overtime is expected to be for two (2) hours or more.

### **Banking of Time In Lieu of Payment for Overtime (V.O. Time)**

- A6.20 An employee working overtime may elect, as an alternative to being compensated in accordance with the provisions of section A6.07, to be compensated for overtime hours worked, on one of the following basis:
- (a) The overtime to be paid at straight time rates for the overtime worked and the employee granted time-off (V.O. time) immediately prior to retirement, equivalent to, and in lieu of, the remainder of the overtime entitlement; or,
  - (b) All overtime to be banked and taken as paid time-off (V.O. time) immediately prior to retirement.

The election of method of payment shall be made by the employee at the time the overtime is reported for payroll purposes.

- A6.21 All V.O. time compensation either for time-off immediately prior to retirement or payments in lieu thereof, shall be based on the actual wage rate of the employee at the time the V.O. accruals were earned. Payment for V.O. time will be made on a regular payday basis only.
- A6.22 An employee may request payment in full or in part, in fifteen (15) minute increments for outstanding V.O. credits at any time, subject to the Payroll Department receiving two (2) weeks' advance notice.
- A6.23 An employee may bank a maximum of 300 hours.

## **ARTICLE A7 – DIFFERENTIALS, PREMIUMS AND STANDBY PAY**

### **Differentials**

- A7.01 An employee who is assigned by management to be in-charge will be paid an hourly differential of \$1.00 for each hour or portion thereof worked as an in-charge.
- A7.02 An employee who has acquired certification in designated emerging technologies determined by the Company to merit special payment may be paid a minimum hourly differential of \$1.00 for each hour or portion thereof worked in a job where that certification is deemed beneficial to the Company.

This will be reviewed each year by the Company to determine which certifications will be eligible for this differential.

- A7.03 An employee who is assigned by management to work duties in or under a helicopter will be paid a differential of one (1) hour at the employee's basic rate of pay for each day or part of a day so worked. This differential will not apply when the employee is a passenger only.

### **Premiums**

- A7.04 An employee who is assigned to work on a bridge, tower or other fixture at a height of twenty (20) metres or more above the ground or water level, or on a catenary crossing with three (3) or more fixtures, will be paid a premium of one (1) times the employee's basic hourly rate for each basic hour so worked.
- A7.05 In the event an employee is eligible for more than one premium under this Appendix, the employee will be paid only one premium in any circumstance. The premium paid will be the highest of those to which the employee is eligible. An employee receiving overtime payment is not eligible to receive any premium under this Appendix.

### **Standby Pay**

A7.06 (a) Standby may be implemented by management as service requirements dictate in the following functions:

- (i) Data and CPE
- (ii) Cable Repair
- (iii) CO switching
- (iv) Transport & Access maintenance
- (v) Real Estate Maintenance
- (vi) Trouble Analysis Centers
- (vii) Wireless network maintenance and repair
- (viii) Broadcast and TV maintenance and repair

The Company will determine the number and locations of employees required for standby. Where possible, preference will be given to those employees who have indicated a willingness to be available for standby.

- (b) An employee scheduled by management on standby will complete one (1) week commencing at 7:00 a.m. of one day and continuing to 7:00 a.m. of the same day in the following week.
- (c) An employee on standby will be paid an allowance of eight (8) hours' pay at the employee's basic hourly rate of pay for each full week the employee is scheduled and available for standby. In addition, an employee will receive four (4) hours' pay at the employee's basic hourly rate of pay for each holiday specified in section A3.01 that falls within that week.
- (d) Standby schedules will normally be based on a rotation of no more than one (1) week on standby in a four week period. However, where an employee is scheduled to be on standby one (1) week in every three week period, the standby allowance provided in subsection A7.06(c) will be increased by 25%, or, by 50% if scheduled to be on standby one (1) week in every two week period. The increased standby allowance applies to the second and subsequent standby weeks worked by the employee that meet the conditions.

### **ARTICLE A8 – HEADQUARTERS**

A8.01 "Headquarters" is the location to which an employee normally reports.

A8.02 With the exception of the Vancouver Lower Mainland, Edmonton, and Calgary, "Headquarters Area" is the geographic area around an employee's headquarters that includes:

- the City, Town or municipal boundary in which the headquarters is located; and
- an 8 km radius around the headquarters.

The "Headquarters Areas" for the Vancouver Lower Mainland, Edmonton and Calgary are shown in Attachment A-1.

A8.03 Except for an employee on Home Dispatch (see Article A9), an employee shall normally commence and end their daily work assignment at the same office or location within their headquarters area as determined by their manager. An employee assigned to work in another headquarters area, but not entitled to receive board, lodging or daily travelling allowances, will commence and end their daily work assignment at the same headquarters area limits location as determined by management.

- A8.04 Notwithstanding section A8.03, an employee whose work assignment qualifies them for board, lodging or daily travelling allowances will commence and end their daily work assignment at any office or location as determined by management.

## **ARTICLE A9 – HOME DISPATCH**

- A9.01 An employee who regularly utilizes a Company vehicle in performing daily work assignments may, by mutual agreement between the employee and the manager, be assigned to the Home Dispatch Program.
- A9.02 The time spent travelling in the Company vehicle from the employee's home to the first job and from the last job to home will be unpaid and on the employee's own time provided that the job site is within the employee's headquarters area, or within a radius equivalent to the distance from the employee's home to the employee's headquarters, or within thirty (30) minutes travelling time from the employee's home. Travel time beyond the greater of the above conditions will be paid as travel time at a rate of one and one-half (1½) times the employee's basic hourly rate of pay, where the employee is required by the Company to travel on the employee's own time.
- A9.03 The location of an employee's home who is on Home Dispatch will not be used to bypass the job posting process.
- A9.04 Thirty (30) days' notice will be given by the Company to change or terminate the participation of any employee on Home Dispatch. In addition, participation in the Home Dispatch Program may be terminated immediately for cause.

The Company may terminate the Home Dispatch Program in whole or in part, within 60 days' notice to the employees affected and the Union.

- A9.05 When a vehicle breaks down or is scheduled for maintenance, the Company will determine the method of drop-off and/or pick-up of the vehicle. Where appropriate the Company will provide alternate transportation for the employee.
- A9.06 In the event that an employee is unable to park the Company vehicle on the employee's property, alternate arrangements may be made, as approved by the manager. If suitable alternative arrangements acceptable to the manager cannot be made, participation in the Home Dispatch Program will be terminated by the Company as soon as practicable.
- A9.07 With prior management approval, Union representatives will have access to Company premises for the purposes of holding a meeting with the employees who are on Home Dispatch. These meetings will be held prior to or after the employees' assigned shifts and will be on the employees' own time.

## **ARTICLE A10 – BOARD AND LODGING**

### **General**

- A10.01 Expenses set out in this Appendix are to cover expenditures necessarily incurred by employees, in the performance of their duties, while working away from their headquarters area. It is understood that where no expense is incurred, no claim will be made. An employee who is duly authorized by their immediate manager will be allowed expenses, as stated herein.
- A10.02 All expenses must be paid for with the corporate card or as determined by the Company.

## **Board and Lodging Expenses**

A10.03 An employee is eligible to receive board and lodging expenses when, at the direction of the Company, they are required to report to a reporting location in a headquarters area other than their own and be away from home for an overnight or longer period, and

- (a) the reporting location is over 64 km from their headquarters and further from their home than their usual work location; or,
- (b) for any out-of-headquarters area assignment not covered by subsection A10.03(a), where
  - (i) the manager and the employee agree to a board and lodging arrangement, or,
  - (ii) the manager determines that a board and lodging arrangement is more appropriate than travelling daily due to safety considerations.

A10.04 Except for a situation covered under subsection A10.03(b)(ii), an employee may elect to travel daily and receive the appropriate daily travel allowance as an alternative to staying away from home overnight and receiving board and lodging expenses.

A10.05 An employee on board and lodging expenses will receive:

- (a) Reasonable and actual lodging expenses (itemized receipts to be submitted). When an employee makes private arrangements for lodging, \$25.00 per night will be paid.
- (b)
  - (i) Reasonable and actual meal expenses (itemized receipts to be submitted), or the employee may elect, during the entire period of absence, to receive a per diem allowance of \$50.00 per day in lieu of meal expenses;
  - (ii) if, on the day spent travelling to or from the out-of-headquarters area assignment, an employee is away for less than the full day, only those meal expenses incurred while out of the headquarters area will be paid. In this situation, an employee who elects to receive a per diem allowance will receive a per diem of \$25.00 if away for less than the full day.
- (c) The provisions of Article A12 related to travelling at the beginning and end of the out-of-headquarters area assignment.
- (d) The provisions of Article A11 related to any trip home on days off during the out-of-headquarters area assignment.

A10.06 The Company agrees that an employee who has receipted lodging expenses for five (5) consecutive days may claim:

- (a) Telephone calls home to a maximum of thirty (30) minutes per week. A satisfactory method of billing calls must be established by the employee with their manager prior to calls being made. In cases of emergency, the maximum number of minutes may be increased with manager approval.
- (b) Laundry expenses of \$10.00.

## **Travelling Daily to Work in Another Headquarters Area**

A10.07 An employee who is not receiving board and lodging expenses who is required by the Company to begin or end work in a headquarters area other than their own, provided that the reporting location is not closer to the employee's home than their usual reporting location, will receive the following for each day worked outside the headquarters area:

- (a) With the exception of situations covered by subsection A10.07(b):
  - (i) \$15.00 within 24 km of the headquarters.
  - (ii) \$25.00 over 24 km from the headquarters but within 64 km from the headquarters.
  - (iii) \$45.00 over 64 km from the headquarters.
- (b) For employees headquartered and travelling within the Vancouver Lower Mainland, Edmonton, or Calgary headquarters areas:
  - (i) \$15.00 within the boundaries of a bordering headquarters area.
  - (ii) \$25.00 beyond a bordering headquarters area but within 64 km from the headquarters.
  - (iii) \$45.00 beyond a bordering headquarters area and over 64 km from the headquarters.

A10.08 The provisions of section A10.07 are not applicable to an employee on Home Dispatch (see Article A9).

## **ARTICLE A11 – RETURNING HOME MID-ASSIGNMENT**

This Article applies to an employee who is receiving board and lodging expenses under Article A10 and who wishes to return home mid-assignment. Expenses associated with travelling at the beginning and the end of a board and lodging assignment are dealt with in Article A12.

A11.01 An employee who is receiving board and lodging expenses as provided in Article A10, may, subject to management approval, on an individual or crew basis, work a compressed work week schedule to permit the time off so accrued to be taken coincident with other rest days to facilitate mid-assignment trips home (either weekly or bi-weekly).

A11.02 Employees returning home mid-assignment will be allowed:

- (a) actual return costs of public transportation with receipts to a maximum of \$450.00 and actual travel time to a maximum of 4 hours total return travel time, if returning home each week. Unless otherwise directed by management, travel time is outside the employee's scheduled work week. All travel time outside the employee's scheduled work week under this subsection will be paid at the employee's basic rate of pay; or
- (b) actual return costs of public transportation with receipts to a maximum of \$750.00 and actual travel time to a maximum of 8 hours total return travel time, if only returning home every two weeks. Unless otherwise directed by management, travel time is outside the employee's scheduled work week. All travel time outside the employee's scheduled work week under this subsection will be paid at the employee's basic rate of pay; or
- (c) \$90.00 in lieu of all transportation, meals, and other costs for the return home each week.
- (d) where appropriate and secure storage facilities do not exist at the location involved, an employee may, at the Company's expense and with the manager's approval, hold a room over the weekend for the purpose of storing personal clothing and gear. This provision will not apply when the amount and type of personal belongings do not

exceed that which an employee could normally be expected to transport on a weekend absence.

A11.03 Instead of using public transportation as provided in subsections A11.02(a) and (b), personal automobiles may be used and paid at a rate of 46¢/km. The total amount so claimed may not exceed the amount the employee would have received for public transportation under subsections A11.02(a) or (b), as appropriate.

A11.04 Employees returning home under subsections A11.02(a) or (b) will be entitled on the day spent travelling to be reimbursed for meal expenses in accordance with the provisions of subsection A10.05(b).

## **ARTICLE A12 – TRANSPORTATION**

Sections A12.01 and A12.02 apply to an employee who is receiving board and lodging expenses under Article A10 and covers expenses associated with travelling at the beginning or the end of the board and lodging assignment. Mid-assignment return home expenses are dealt with in Article A11.

A12.01 When an employee is required to travel on Company business either to work or for training purposes, the Company will furnish transportation or allow the necessary transportation fares, including berth and meals. When sleeping accommodation is provided, only time spent travelling between the hours of 7:00 a.m. and 10:00 p.m. will be considered as travel time. If sleeping accommodation is not available, all travel time will be paid.

All travel time during an employee's basic hours of work will be paid for on a straight time basis. All travel time outside of an employee's basic hours of work will be paid for at a rate of one and one-half (1½) times the employee's basic hourly rate of pay. However, the driver of a Company provided vehicle will be paid at overtime rates for all travel time outside the employee's basic hours of work.

A12.02 Instead of using public transportation as provided in section A12.01, with management approval, personal automobiles may be used and paid at a rate of 46¢/km. The total amount so claimed may not exceed the amount the employee would have received for the Company chosen method of transportation under section A12.01. As well, the employee will be allowed the actual travel time to a maximum of the time it would have taken if the employee had traveled by the Company's chosen method.

A12.03 When the services of an employee in good standing are no longer required, they shall be allowed transportation to their headquarters or hiring point.

A12.04 An employee resigning from the Company's employment while away from their normal headquarters shall not be entitled to receive transportation or transportation expenses.

A12.05 At the Company's request, personal automobiles may be used on Company business provided that under no circumstances will the Company request an employee to use their personal automobile when to do so would be in breach of Municipal licensing requirements. If as a result of an employee using their personal automobile on Company business, their insurance premium or coverage is affected, the Company will indemnify the employee for any loss suffered by the employee as a result. Authorized use shall be paid for at a rate of 46¢/km.

A12.06 The provisions of this Article are not applicable to an employee on Home Dispatch (see Article A9).

## **ARTICLE A13 – TRANSFERS AND CHANGE OF ASSIGNMENTS**

A13.01 The Company may assign or transfer an employee, on a temporary or permanent basis,



from one headquarters to another or from one job title to another, as required to conduct its business efficiently and to effectively deploy and develop its employees. Without limiting the foregoing, this includes such considerations as matching available staff to workload, reasonable accommodation, placement of surplus, training and development of employees, moves associated with office closures, consolidations or centralizations, etc.

A13.02 Whenever practicable, the Company will use the job posting process for situations which would result in the permanent transfer of a Regular employee from one headquarters area to another, or which would result in the permanent assignment of a Regular employee to a higher paying position.

A13.03 Where, in the Company's opinion, it is not practicable to utilize the job posting procedure in such situations the selection of an employee for:

- (a) a permanent transfer from one headquarters to another in a different headquarters area will be made by first seeking a qualified volunteer from the associated work group at that headquarters. If none are available, the employee of least seniority in the associated work group at the headquarters from where the transfer is to be made who has the necessary qualifications shall be selected.
- (b) a permanent assignment to a higher paying position will be on the basis of merit, qualifications and seniority amongst eligible employees in the associated work group at the headquarters from which the selection is to be made.

A13.04 The Union will be informed of any permanent move of an employee from one headquarters area to another and any permanent assignment of an employee to a higher paying position.

## **ARTICLE A14 – JOB POSTING PROCEDURES**

A14.01 When the Company determines, consistent with the provisions of Article A13, that it is appropriate to post a permanent Regular job opening, the provisions provided in this Article will apply.

A14.02 The Company will post the job opening for a period of fourteen (14) days. The job posting will identify:

- (a) the closing date for receipt of applications,
- (b) the number of vacant positions,
- (c) the job title, headquarters and a brief description of the working conditions and duties of the posted position,
- (d) the skills, qualifications, experience, abilities and aptitude required for the posted position, and
- (e) any geographic or other restrictions that may apply to potential candidates for the posted position.

A copy of all job postings for bargaining unit jobs will be sent to the Union.

A14.03 To be considered, an employee must be performing satisfactorily on the current job, apply by the closing date specified and meet any minimum requirements or restrictions specified in the job posting.

A14.04 The Company will select the most suitable applicant based on its assessment of the skills, qualifications, experience, abilities, aptitude and seniority of the applicants being considered.



In the event that there are no suitable applicants, the Company may fill the job opening as it deems appropriate.

- A14.05 An employee selected to fill the posted position will have a maximum of 48 hours from the time of the job offer to accept or reject the position. Once the employee accepts the position, the position cannot subsequently be rejected without the concurrence of management.
- A14.06 Except for a situation covered by section A15.04, an employee accepting a posted position will be expected to remain in that position for a minimum of two (2) years before being allowed to apply for another posted position, unless management agrees otherwise.
- A14.07 Subject to service requirements, management will determine a release date for the successful employee. Release dates will normally be within 60 days.
- A14.08 All applicants will be notified, within seven (7) days, of the completion or cancellation of the job posting.
- A14.09 When it becomes necessary for operational reasons to temporarily restrict interdepartmental transfers, the employee or employees involved and the Union office will be notified in writing two (2) weeks prior to the time the restriction becomes necessary and be advised as to the anticipated length of the period during which the restriction will be effective.

## **ARTICLE A15 – TRANSFER EXPENSES**

- A15.01 (a) When a Regular employee is permanently involuntarily transferred, at the direction of the Company under Article A13 and the job involves a change from one headquarters area to another, is in excess of 50 km radius from the employee's normal headquarters, and further from the employee's home, the employee will be reimbursed for the cost of the relocation in accordance with Company practices.
- (b) When a regular employee accepts a job offer through the job posting procedures provided in Article A14, to any of the following positions:
- (i) journeyperson in the Access Technician, Network Technician, Service Technician, or Wireless Network Technician job titles as contained in Attachment A-4 and Wage Schedule 1B in Attachment A-5 of Appendix A;
  - (ii) Engineering Technician, Wireless Engineering Technician, Engineering Technologist, Wireless Engineering Technologist, or Senior Wireless Network Technician job titles as contained in Attachment A-4 and Wage Schedule 2 in Attachment A-5 of Appendix A;
  - (iii) a job title contained in Wage Groups E or F as contained in Attachment A-6 and A-7 and Wage Schedule 1 in Attachment A-8 of Appendix A;
- and the job involves a change from one headquarters area to another, is in excess of 50 km radius from the employee's normal headquarters, and further from the employee's home, the employee will be reimbursed for expenses (itemized receipts to be submitted) incurred related to the relocation, to a maximum of \$10,000.00.
- (c) Notwithstanding the above, the Company will not pay any expenses incident to the transfer of an employee who has requested transfer because of health, personal affairs, or other reasons, or who elects to transfer as a result of a lay-off.
- A15.02 Where, at management's discretion, it is decided to offer relocation assistance in a job posting situation other than that provided for in section A15.01, this will be noted on the posting at the time the job is posted. Such relocation assistance may be up to the amount provided in

accordance with Company practices. When relocation assistance is made available, the criteria outlined in subsection A15.01(a) will apply.

A15.03 The Company reserves the right to offer relocation assistance, up to the amount provided in accordance with Company practices, on a case by case basis.

A15.04 An employee who has accepted relocation assistance as a result of a job posting may be required to remain in the position for a period of four (4) years before being allowed to apply for another posted position, unless management agrees otherwise. In any other situation where an employee has accepted relocation assistance, the employee may be required to remain in that position for a period of two (2) years, unless management agrees otherwise.

A15.05 The Company relocation practices referred to above are those practices currently applicable to bargaining unit employees in each province. Although not constituting a part of this Agreement, the Company agrees to review any modifications to those practices with the Union prior to any change being implemented.

## **ARTICLE A16 – LAY-OFFS**

A16.01 Whenever economic or force conditions are considered by the Company to warrant the laying off of Regular employees, such force adjustments as the Company may deem necessary shall be effective among all employees covered by this Appendix, subject to the following conditions:

- (a) Temporary employees within the Technology Operations – West group (job titles contained in Attachment A-4), or in the Customer Sales, Service & Support – West group (job titles contained in Attachment A-6 and A-7), or in the Retail Operator Services – West group (job titles contained in Attachment A-9) and the province where the force adjustment is required shall be laid off first.
- (b) Lay-offs shall be according to seniority and shall be on the basis of an employee's seniority standing at the time of lay-off without regard to classification in conjunction with paragraphs (f), (g), (h). The Company shall have the right to deviate from seniority only when it is necessary to do so in order to retain employees with particular training and special qualifications necessary in the work operations involved. In that event it shall first notify the Vice President of the Union one (1) month prior to the lay-off of the employees involved taking effect. If the Union objects to the deviation from seniority proposed by the Company it shall notify the Company accordingly within fourteen (14) days of being so notified and in the event that no agreement can be reached within a further fourteen (14) days, the matter shall go to arbitration pursuant to Article 12 of this Agreement. The employees affected by the proposed deviation from seniority cannot be laid off unless the Company establishes that it is necessary to deviate from seniority in order to retain employees with particular training and special qualifications in the work operations involved.
- (c) The Company will, at all times, endeavor to rehire laid-off Regular employees according to seniority of such former employees, without loss of seniority, provided however, that the period of lay-off of such former employees does not exceed one (1) year. In the event the period of lay-off does exceed one (1) year, Regular laid-off employees, on re-employment at first opportunity, shall obtain their seniority back after one (1) year of re-employment with the Company. The Company agrees to supply on request of the Union the names of the laid-off employees contacted in the filling of a particular vacancy and that of the engaged employee.
- (d) A former employee must keep the Company informed of the address at which they can be reached and any offer of re-employment shall be made in person or by registered letter addressed to the latest address so furnished by the former employee. When an offer of employment has been so made, the former employee shall inform the Company

of their acceptance and shall report for duty within twenty-one (21) days from the date such re-employment was offered or such longer period as requested by the Company.

- (e) A laid-off employee who declines an offer of regular employment or who fails to report for duty in accordance with the provisions of paragraph (d) shall be considered as no longer subject to recall.
- (f) Lay-offs in the Technology Operations – West group (job titles contained in Attachment A-4) shall be on the basis of seniority among the employees within the province in which the force adjustment is required, regardless of where the employee is headquartered within that province.
- (g) Lay-offs in the Retail Operator Services – West group (job titles contained in Attachment A-9) shall be administered and made effective only in the Operating Area (see Attachments A-2 and A-3) within the province in which the lay-off occurs.
- (h) Lay-offs in the Customer Sales, Service & Support – West group (job titles contained in Attachment A-6 and A-7 exclusive of Account Representatives) – the provisions of this Article shall be administered and made effective only in the Operating Area (see Attachments A-2 and A-3) within the province in which the lay-off occurs. When a lay-off occurs in the Account Representatives group, the provisions of this Article shall be administered and made effective within the affected group on a province-wide basis.
- (i) The Company agrees to inform the Union of any contemplated lay-offs of Regular employees, giving twelve (12) months' notice where the lay-off is necessitated through technological change as defined in the *Canada Labour Code*. Affected employees will receive two (2) weeks' additional notice upon expiry of the foregoing notice.
- (j) In the event that a lay-off is necessitated for economic reasons, the relevant notice provisions of the *Canada Labour Code* shall apply, provided that in any event a minimum of one (1) month's notice shall be given. Affected employees will receive two (2) weeks' additional notice upon expiry of the foregoing notice.
- (k) Coincident with the Company notifying the Union of any contemplated lay-off of Regular employees, the Company will immediately cease all new hiring until the provisions of paragraph (c) of this Article have been met.
- (l) In the event of a lay-off due to technological change, the Company shall pay all costs incident to retraining/relocation of affected employees for positions within the Company.
- (m) In the event of a lay-off due to technological change, any employee choosing to accept a job in a lower classification shall not have their wage rate reduced but shall continue to be paid the same rate until the applicable rate in the lower job equals or is higher than they are receiving. Thereafter, they shall progress on the applicable scale in the lower group.
- (n) An employee who has been downgraded as a result of technological change will be given the first opportunity to qualify for a position in their former classification or equivalent prior to outside recruitment.

## **ARTICLE A17 – TECHNOLOGICAL CHANGE**

A17.01 For the purposes of this Agreement, technological change will be as defined by section 51(1) of Division IV, Part 1 of the *Canada Labour Code*.

A17.02 It is specifically agreed that sections 52, 54 and 55 of Division IV, Part 1 of the *Canada Labour Code* do not apply to the parties to this Appendix.

- A17.03 (a) No Regular employees who attain two years of regular service will lose their employment as a result of technological change.
- (b) The Company agrees to provide these Regular employees with appropriate training/relocation where their former positions are no longer available. The Company and the Union agree to meet to resolve any problems associated with employee training/relocation and failing agreement, the Company may implement the change and the Union retains the right to process a grievance in accordance with the provisions of Articles 11 and 12.

## **ARTICLE A18 – PAY PROVISIONS FOR EMPLOYEES ABSENT FROM DUTY**

- A18.01 **Jury Duty** – an employee called for jury duty is allowed time off with pay from scheduled basic hours during the period of jury service. Absences in excess of one week will require special decision. Any jury duty fees received, other than for expenses (i.e. meals, transportation, etc.), are to be returned to the Company.
- A18.02 **Court Witness** – an employee acting as a witness under subpoena is allowed time off with pay from scheduled basic hours during such absence. An employee acting as a voluntary witness is not paid for such absence.
- A18.03 **Elections** – an employee eligible to vote shall be allowed sufficient time off with pay from scheduled basic hours to meet legal requirements for voting purposes. Where an employee is registered to vote in a locality other than where they are working, the provisions of the applicable legislation governing the specific municipal, provincial or federal election shall apply. Where possible, such employees will be encouraged to vote at advance polls.
- A18.04 **Death in the Family** – an employee may be allowed time off with pay from scheduled basic hours for any necessary period of absence not exceeding one (1) week, occasioned by the death in the immediate family. The period of absence from duty will not normally exceed three (3) working days, except when the employee is obliged to leave town or where an employee is charged with the responsibility of making funeral arrangements.

The term “immediate family” includes mother, father, spouse (including common-law), sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, granddaughter, grandson and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

- (a) Additional days off may be granted as circumstances necessitate, at the discretion of the immediate manager, in the event of the death of a father, mother, spouse, son or daughter.
- (b) Should a holiday fall during a period of bereavement leave, the day shall be paid as holiday pay and will not extend the bereavement leave.
- (c) Bereavement occurring during an employee's vacation period shall extend the vacation by the amount of days allowed for bereavement leave in accordance with the foregoing.
- A18.05 **Serious Illness in Family** – a Regular employee may be allowed time off with pay from scheduled basic hours during any necessary period of absence not exceeding one (1) week occasioned by the serious illness of a close relative. Satisfactory proof of the necessity of the employee's absence must be provided when requested.

A Regular employee shall be allowed necessary time off with pay from scheduled basic hours to act as a donor for a blood transfusion for a close relative.

The term "close relative" includes mother, father, spouse (including common-law), sister, brother, son, daughter and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

- A18.06 **Medical Examination** – when it is necessary for an employee during working hours to visit a doctor, clinic or hospital for an examination at the Company's request or to report to the Company's Medical Department, the employee shall be allowed time off with pay for necessary absence from duty from scheduled basic hours.

For other medical or dental examinations or treatment, the employee shall be granted time off without pay from scheduled basic hours, subject to reasonable notice being given to their immediate manager.

- A18.07 **Miscellaneous** – A Regular full-time employee shall be allowed up to a maximum of one (1) day off with pay from scheduled basic hours as warranted to attend to pressing personal business. Time off for pressing personal business is only granted to an employee required to be absent to attend to a personal matter that cannot be properly served by others and for which the employee was not afforded reasonable opportunity to make alternate arrangements.

- A18.08 **Quarantine** – an employee shall be allowed time off with pay from scheduled basic hours during a period of quarantine.

## **ARTICLE A19 – OCCUPATIONAL ACCIDENT DISABILITY ABSENCE**

- A19.01 These provisions apply to occupational disability cases that are accepted for payment by the appropriate Workers' Compensation Board. In the event that benefits are extended by the Company and the claim is subsequently rejected by the Board, the employee will reimburse the Company for any amount received in excess of the employee's non-occupational disability entitlement during the period of absence.

Benefits are payable to a Regular employee who is unable to work because of a disability resulting from an on-duty injury and who provides satisfactory evidence of the disabling condition and medical treatment.

- A19.02 The Company will pay a Regular employee their basic hourly rate of pay to the end of the employee's basic shift on the day the injury occurred.

- A19.03 The Company will pay a Regular employee at the rate prescribed by the appropriate Workers' Compensation legislation for the period of the absence approved by the appropriate Workers' Compensation Board. Upon acceptance of a claim by the Board for temporary disability, all payments by the Board will be remitted to the Company. All Company paid benefits shall cease forthwith upon a decision by the appropriate Workers' Compensation Board to disallow the claim.

- A19.04 For all other categories of employees accepted for payment by the appropriate Workers' Compensation Board, they shall receive compensation to which they are entitled under the appropriate Workers' Compensation legislation directly from the appropriate Workers' Compensation Board.

## **ARTICLE A20 – PROVISIONS THAT APPLY TO TECHNOLOGY OPERATIONS – WEST**

### **Apprenticeship and Certification Programs**

#### **Communication Technician Apprenticeship**

- A20.01 A Communication Technician apprentice is an employee serving or training in an apprenticeship program determined by the Company in one of the job titles listed under the Communication Technician category in Attachment A-4. An apprentice may work alone, or under the direction of a journeyperson, as deemed appropriate by management.
- A20.02 An apprenticeship program will consist of training and time worked in the craft.
- A20.03 Apprenticeship opportunities may be posted by the Company in accordance with Article A14.
- A20.04 Notwithstanding sections A2.07, A2.08 and A2.10, the Company will determine the appropriate starting wage step for new entrants into an apprenticeship program. For an existing employee moving into an apprenticeship program, the wage rate will not be lower than their current rate of pay.
- A20.05 A journeyperson is an employee engaged in the work in one of the job titles listed under the Communication Technician category in Attachment A-4 who has completed the apprenticeship program or who has other relevant formal education and experience deemed satisfactory to the Company. An apprentice shall be deemed a journeyperson by the Company upon reaching wage step 8 of Wage Schedule 1B of Attachment A-5.

#### **Certified Positions**

- A20.06 Tradesperson is an employee engaged in the work in one of the job titles listed under the Tradesperson category in Attachment A-4 who has attained the applicable provincial certification(s).
- A20.07 Fourth (4th) Class Power Engineer is an employee engaged in the work of a Fourth (4th) Class Power Engineer as listed under the General Services category in Attachment A-4 who has attained the applicable provincial certification.
- A20.08 Engineering Technician, Wireless Engineering Technician, Engineering Technologist, or Wireless Engineering Technologist is an employee engaged in one of those job titles as listed under the Engineering category in Attachment A-4 who is registered as a certified Technician or Technologist with the applicable provincial body in a technology that is appropriate for the job assignment in the Company or has other appropriate qualifications for those positions deemed satisfactory by the Company.

#### **General**

- A20.09 An employee must maintain in good standing any certification that is required by the Company for that position. The Company will reimburse an employee any fees that are required for an employee to maintain that certification. An employee who fails to maintain in good standing any such required certification will not be entitled to reimbursement of any fees and may be reassigned, red-circled or terminated as appropriate to the circumstances.
- A20.10 When the Company establishes a new job title, as provided in Article 1, which requires an alternate training program or other certification, the Company will inform the Union of the requirement.



### **Master Trades Certificate**

A20.11 An employee certified as a Master Electrician who is authorized and agrees to obtain electrical permits on behalf of the Company shall receive a payment of sixty-five dollars (\$65.00) in the pay period in which the permit is obtained.

A20.12 An employee certified as a Master Plumber who is authorized and agrees to obtain plumbing or gas permits on behalf of the Company shall receive a payment of sixty-five dollars (\$65.00) in the pay period in which the permit is obtained.

### **Tools**

A20.13 (a) There will be a three hundred dollar (\$300.00) allowance per calendar year to assist Vehicle and Equipment Mechanics and Automotive Body Repairpersons in the replacement of personal tools.

(b) For all other job titles, the Company shall decide which tools and equipment are required for the job and shall supply or make them available. Each employee shall be responsible to the Company for all tools and equipment assigned to them.

## **ARTICLE A21 – PROVISIONS THAT APPLY TO CUSTOMER SALES, SERVICE & SUPPORT – WEST**

### **Differentials**

A21.01 An employee who is assigned training duties by management will be paid an hourly differential of \$1.00 per hour for each hour or portion thereof providing training.

A differential will not be paid if training is a responsibility of the employee's job.

A21.02 An employee will be paid a split shift differential of \$4.50 for each complete seven and one-half (7½) hour split shift worked.

### **Taxi Transportation**

A21.03 An employee whose shift starts or ends between 11:00 p.m. of one day and 5:45 a.m. of the following day shall, if they so desire, be provided with taxi transportation, or an equivalent means of transportation of the Company's choosing, as follows:

- to work, for shifts that start between the above hours,
- from work, for shifts that end between the above hours.

The transportation provided will be to or from, as applicable,

- (a) the employee's usual place of residence if such residence is no more than sixteen (16) km beyond the recognized municipal limits of the municipality where the employee's headquarters is located, or
- (b) a point sixteen (16) km beyond the said municipal limits if their usual place of residence is beyond that distance.

Where geographic conditions indicate a different demarcation of boundaries than outlined above, such demarcation may be established locally by the Company.

## **Job Evaluation**

- A21.04 The job evaluation plan applies to jobs listed in Attachment A-6. The Company will provide training on the application of the plan to four (4) union designated representatives on the TWU's Clerical Job Evaluation Committee once every 36 months. Any changes to the job evaluation plan document will be discussed prior to implementation, provided such discussion does not impede the Company's right to make the change.
- A21.05 The Company will provide the Union with copies of the job profile and the wage group to which it has been assigned within 30 days of finalizing a new job title.
- A21.06 The Company will review an existing job at the written request of an employee only where it determines there is a fundamental change to the job with respect to the composite of the requirements for skill, effort, responsibility and working conditions. The Company will advise the employee in writing, with a copy to the Union, of the results of the review. If a review of an existing job results in an upgrade from one wage group to another the provisions of section A2.07 will apply retroactive to the date of the written request of the review.
- A21.07 In addition to the information provided to the Union in accordance with sections A21.05 and A21.06 above, the Company will provide the TWU's Clerical Job Evaluation Committee with the evaluation record for any new job title or existing job title reviewed in accordance with those sections. Any evaluation record so provided is done so on a without prejudice basis solely for the information of that Committee and is not to be shared or distributed further.
- A21.08 In the event that a review results in the downgrade of a job, the incumbents will be treated in accordance with the provisions of subsection A2.08(a). The one year period shall commence on the date the results of the review were communicated to the incumbents and the Union.
- A21.09 Within thirty (30) days of receipt of the information referred to in sections A21.05 or A21.06, where the Union disagrees with the assigned wage group for a new or existing job, it may file a policy grievance pursuant to Article 11. If the grievance is not resolved, it may be referred to arbitration as per Article 12. In the case of a re-evaluation, the arbitrator will have the authority to determine the correct wage group consistent with an appropriate application of the established job evaluation plan. In the case of a new job classification the arbitrator will also have the jurisdiction to determine whether the new job can be properly evaluated under the job evaluation plan.

The filing and processing of a grievance will in no way delay or hinder the Company's right to fill new job vacancies.

## **ARTICLE A22 – PROVISIONS THAT APPLY TO RETAIL OPERATOR SERVICES – WEST**

### **HOURS OF WORK AND SCHEDULING**

#### **Definitions**

- A22.01 **Basic Hours of Work Per Day and Per Week** – means the number of hours of work per day and per week as established in this Article for a Regular full-time employee exclusive of overtime hours which are dealt with in Article A6.
- A22.02 **Shift** – the hours scheduled or worked by an employee on any given day, as follows:
- (a) Day shift is a shift that starts between the hours of 5:00 a.m. and 10:30 a.m. inclusive.
  - (b) Afternoon shift is a shift that starts between the hours of 10:31 a.m. and 5:59 p.m. inclusive.



- (c) Night shift is a shift that starts between the hours of 6:00 p.m. and 4:59 a.m. inclusive.

Overtime shifts are dealt with in Article A6.

### **Basic Hours of Work**

A22.03 (a) The basic hours of work per day for a Regular full-time employee will be 7 hours divided into two (2) sessions. The basic hours of work per week for a Regular full-time employee will be 35 hours over one (1) week or 70 hours over two (2) weeks.

- (b) For all other categories of employment, the Company will determine and establish the hours of work per day and per week. While these hours may vary, the basic hours worked by these employees will not be greater than the basic hours of work established for a Regular full-time employee in subsection A22.03(a).

- (c) Notwithstanding the provisions of subsection A22.03(b), a Regular part-time employee will normally be scheduled to work a minimum of fourteen (14) hours in each pay period.

A Regular part-time employee shall not be scheduled to work basic hours in excess of 80% of the basic hours of a Regular full-time employee in the same job title, in any calendar year. If a Regular part-time employee is scheduled to work basic hours in excess of 80% of the basic hours of a full-time employee in the same job title in any calendar year, the Company will post a Regular full-time job opening. If the employee is not the successful applicant or declines the opportunity for Regular full-time employment the employee will continue as a Regular part-time employee

- (d) A Regular part-time, Temporary, or Term employee shall not be required to work less than four (4) basic hours of work on any day that the employee is required to work.
- (e) No employee shall, without the employee's consent, be required to work more than ten (10) consecutive shifts.

A22.04 (a) Split shifts shall not extend beyond a twelve (12) hour period and shall not commence before 6:00 a.m. and not end later than 9:00 p.m.

- (b) A shift shall be considered split if more than one (1) hour elapses between sessions.

### **Meal and Relief Periods**

A22.05 (a) An employee will be granted meal and relief periods during basic hours of work shifts in accordance with the table shown in subsection A22.05(b).

- (i) Meal periods are unpaid and not included in the calculation of the basic hours of work and, except for split shifts, shall be for a minimum of one-half ( $\frac{1}{2}$ ) hour and a maximum of one (1) hour as determined by management. However, except for split shifts, meal periods shall be one-half ( $\frac{1}{2}$ ) hour for Afternoon shifts ending after 9:00 p.m., Night shifts, Saturday, Sunday and Holiday shifts.

- (ii) Relief periods are paid and included in the calculation of the basic hours of work. The responsible manager in each location may designate times during which relief periods may be taken.

- (b) Relief and meal periods granted to an employee shall be in accordance with the following shift lengths:

Shift Length	Unpaid Meal Period	Paid 15 Minute Relief Period
6 hours up to and including 7 hours	1	2
More than 4 hours and less than 6 hours	1	1
3 hours up to and including 4 hours	-	1

- (c) An employee who operates a Visual Display Unit continuously for two and one-half (2½) hours shall be granted a ten (10) minute break. The ten (10) minute break can be by way of a relief period, meal period, or change of duty. The above shall not alter any employee entitlements to relief periods or meal periods as provided in this Agreement.

### Work Schedules

- A22.06 An employee may be required to work a shift on any day of the week, as determined by the Company to meet service requirements.
- A22.07 Patterns of days off will normally be adhered to in each office concerned. Schedules for Regular employees will be posted by management in such a manner that an employee will see a minimum of four (4) weeks of their schedule in advance at any point in time. Management will determine the appropriate work group to be included on the schedule and the method of posting the schedule.
- A22.08 Hours scheduled in advance by management for Temporary employees shall be shown on the same schedule as Regular employees, at the time of the posting of the schedule.
- A22.09 A "Shift Bidding" office will be an Operator Services office where Regular employees in the Call Answer Agent – DA and Call Answer Agent job titles select shifts according to seniority and shift availability.

"Shift Bidding" will be established or discontinued in a particular office by a secret ballot majority vote of the Regular employees that are directly affected by the shifts. A "Shift Bidding" vote may be requested by an affected Regular employee in that office and will be held no more than once in a twelve (12) month period.

In offices where "Shift Bidding" has not been established, due consideration will be given to Regular employees for an equitable rotation of Day, Afternoon and Night shifts from among those who are qualified to do the work.

### Schedule Changes

- A22.10 If less than five (5) days' notice of a change to a Regular employee's posted schedule is provided, a premium of one (1) times the employee's basic hourly rate will be paid for each basic hour actually worked outside of the employee's originally scheduled basic hours, for the number of days by which the notice is short of the five (5) days' notice. This premium does not apply to:
- additional basic hours for Regular part-time employees given after the schedule is posted,
  - all basic hours worked by Temporary employees, and

- the trading of shifts between employees.

With the approval of management and not subject to premiums, an employee may request to have the schedule changed for urgent personal business.

## **HOLIDAYS**

A22.11 Employees will observe the actual day of the paid holidays listed in section A3.01 unless the employee requests a substitution for religious reasons in accordance with section A3.10.

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

- A22.12 (a) When a paid holiday, as referred to in section A3.01, falls on an employee's scheduled day off the employee will receive holiday pay for the holiday and will be scheduled an alternate day off without pay within the same pay period.
- (b) When an employee is required to work on a holiday which was a scheduled day off, the employee will select another day off without pay within the same pay period in which the holiday falls. If for business reasons, the employee's requested day off cannot be granted, management will schedule the day off within the pay period in which the holiday falls.

A22.13 When an employee is not available to be scheduled on a holiday, the employee will not be entitled to holiday pay.

## **WORK ON SUNDAYS**

- A22.14 (a) A premium of one-half ( $\frac{1}{2}$ ) times the employee's basic hourly rate of pay will be paid for basic hours of work worked by a Regular or Temporary employee on a Sunday.
- (b) Except for service requirements, a Regular full-time employee will not normally be scheduled to work the basic hours of work on more than two (2) Sundays in any calendar month.
- (c) When a Regular full-time employee is assigned and required to work three (3) or more Sunday shifts in a calendar month, the employee will be paid a premium of one (1) times the employee's basic hourly rate of pay for any additional Sunday shift worked during that calendar month instead of the premium paid in subsection A22.14(a).
- (d) When a Regular full-time employee works an extra Sunday in accordance with subsection A22.14(c), which was the employee's scheduled day off, the employee will be scheduled another day off in lieu without pay in the same pay period.

A22.15 In the event an employee who is scheduled to work a shift in accordance with subsection A22.14(c) trades the shift with another employee, the premiums payable under subsection A22.14(c) will not be applicable to either employee.

A22.16 In the event an employee is eligible for more than one premium under this Agreement, the employee will be paid only one premium in any circumstance. The premium paid will be the highest of those to which the employee is eligible. An employee receiving overtime payment is not eligible to receive any premium under this Agreement.

## **DIFFERENTIALS**

A22.17 An employee will be paid an hourly differential of \$1.25 for each basic hour, or portion thereof, worked in the period from 9:00 p.m. of one day and prior to 6:00 a.m. of the following day.

A22.18 An employee who is assigned training duties by management will be paid an hourly differential of \$1.00 for each hour or portion thereof providing training.

A differential will not be paid if training is a responsibility of the employee's job.

A22.19 An employee will be paid a split shift differential of \$4.50 for each complete seven (7) hour split shift worked.

- A22.20 (a) An employee who is assigned by management to perform the duties of Customer Service Agent within the Special Services group will be paid an hourly differential of \$1.20 for each hour or portion thereof worked in this capacity.
- (b) The employee will be selected on the basis of having the necessary qualifications and leadership abilities.
- (c) Assignments will be done on an equitable basis.
- (d) Customer Service Agent opportunities within the Special Services group will be canvassed within the associated work group.

A22.21 An employee who is assigned by management to be a Teleconference Coordinator will be paid an hourly differential of \$1.00 for each hour or portion thereof worked as a Teleconference Coordinator.

A22.22 An employee working the Night Shift shall receive a differential of two (2) hours' pay at their basic rate of pay for every shift worked where no relief is provided.

#### **GENERAL**

A22.23 Notwithstanding the provisions of Articles A13 and A14, an employee's written request for a change in headquarters will be considered and may be granted at the discretion of and at no cost to the Company.

#### **Taxi Transportation**

A22.24 An employee whose shift starts or ends between 11:00 p.m. of one day and 5:45 a.m. of the following day shall, if they so desire, be provided with taxi transportation, or an equivalent means of transportation of the Company's choosing, as follows:

- to work, for shifts that start between the above hours,
- from work, for shifts that end between the above hours.

The transportation provided will be to or from, as applicable,

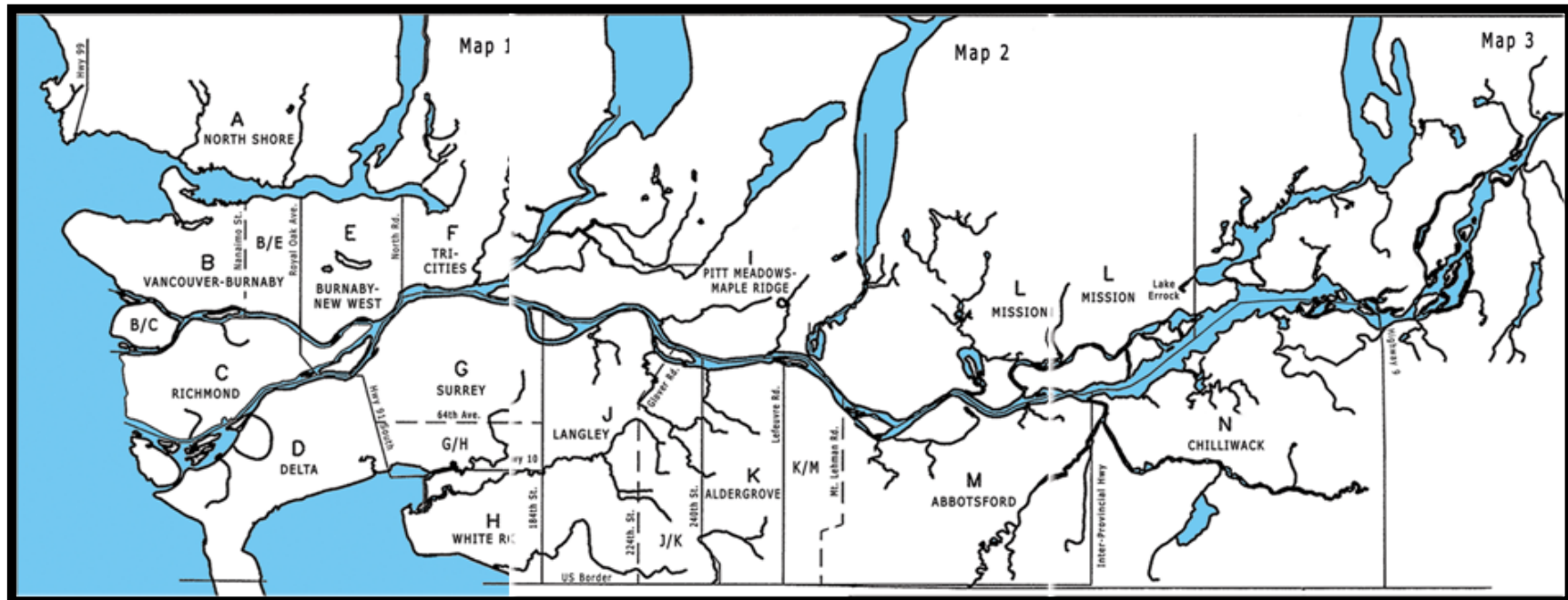
- (a) the employee's usual place of residence if such residence is no more than sixteen (16) km beyond the recognized municipal limits of the municipality where the employee's headquarters is located, or
- (b) a point sixteen (16) km beyond the said municipal limits if their usual place of residence is beyond that distance.

Where geographic conditions indicate a different demarcation of boundaries than outlined above, such demarcation may be established locally by the Company.

## ATTACHMENT A-1

### HEADQUARTERS AREAS

#### Vancouver Lower Mainland Headquarters Areas

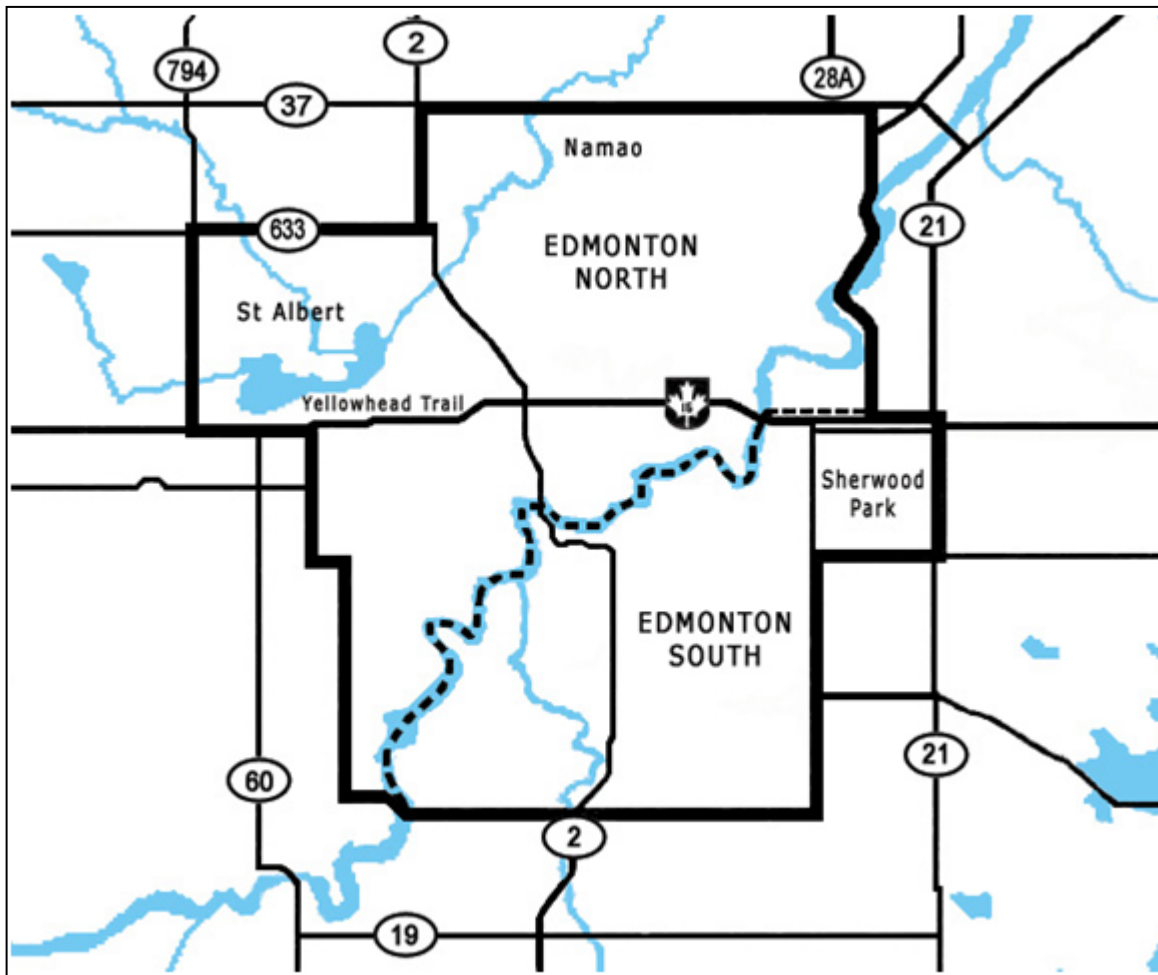


A	North Shore	H	White Rock
B	Vancouver-Burnaby	I	Pitt Meadows-Maple Ridge
C	Richmond	J	Langley
D	Delta	K	Aldergrove
E	Burnaby-New Westminster	L	Mission
F	Tri-Cities	M	Abbotsford
G	Surrey	N	Chilliwack

### Edmonton Headquarters Areas

Edmonton city limits including St. Albert, Namao and Sherwood Park divided by the North Saskatchewan River SW to Hwy. 16 East into two headquarters areas:

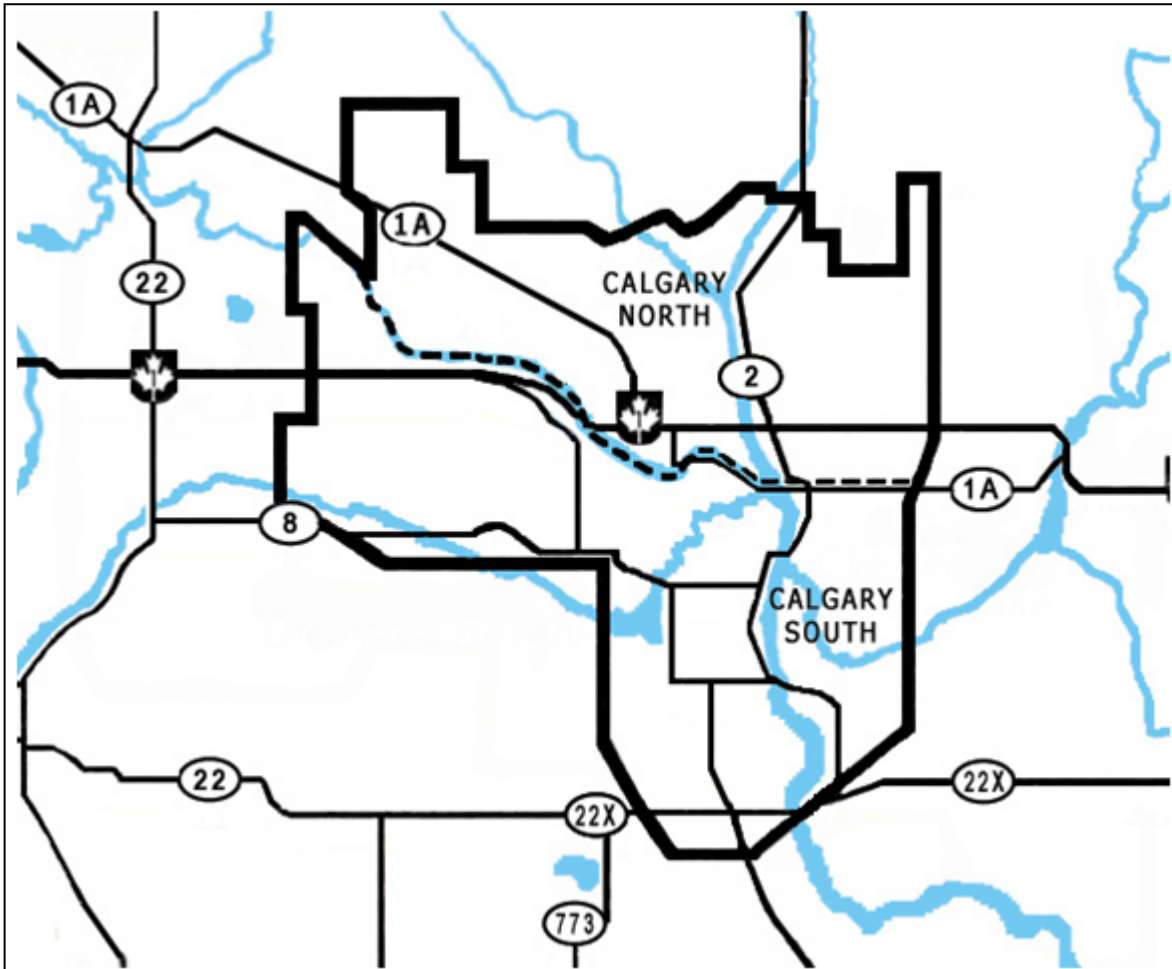
Edmonton North  
Edmonton South



### Calgary Headquarters Areas

Calgary city limits divided by the Bow River NW to Hwy. 1A into two headquarters areas:

Calgary North  
Calgary South





## British Columbia Operating Areas

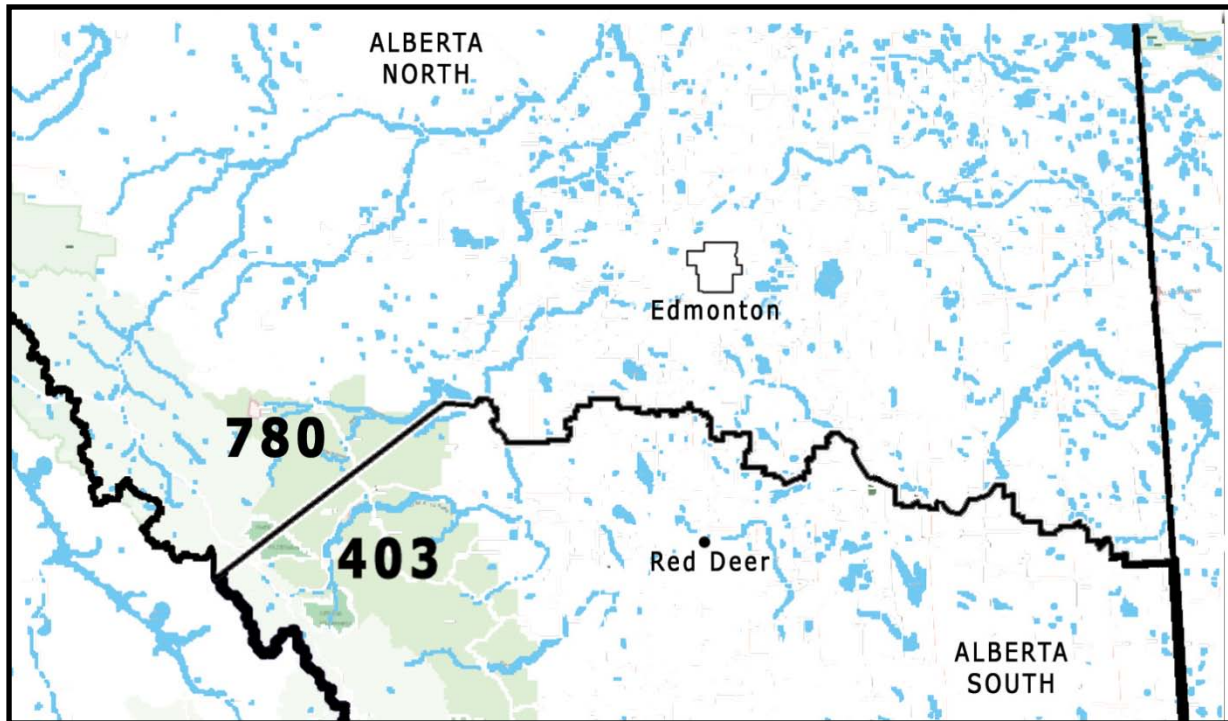
A map of British Columbia, Canada, showing major cities and regions. The map is divided into several regions: MACKENZIE, COLUMBIA, BURRARD, FRASER, and ISLAND. Major cities marked include Prince George, Williams Lake, 100 Mile House, Kamloops, Kelowna, Cranbrook, Castlegar, Lillooet, D'Arcey, Pemberton, Whistler, Lytton, Squamish, Hope, Yalo, Chilliwack, Abbotsford, Langley, Fraser, Hope, North Vancouver, West Vancouver, Gibsons, Pender Harbour, Vancouver, and Powell River. The map also shows the coastline and major water bodies.



## ATTACHMENT A-3

### Alberta Operating Areas

780 (Alberta North)  
403 (Alberta South)



## ATTACHMENT A-4

### TECHNOLOGY OPERATIONS – WEST JOB TITLES – BY JOB CATEGORY

JOB CATEGORY	JOB TITLE
<b>Plant Services</b>	Plant Serviceperson* Rackperson
<b>Communication Technician</b>	Access Technician Facilityperson** Network Technician Service Technician Wireless Network Technician
<b>Engineering</b>	Engineering Technician Engineering Technologist Wireless Engineering Technician Wireless Engineering Technologist Senior Wireless Network Technician
<b>Tradesperson</b>	Auto Partsperson Automotive Body Repairperson Electrician** Painter Plumber Refrigeration Mechanic Vehicle & Equipment Mechanic
<b>General Services</b>	Building Serviceperson Fourth Class Power Engineer Repair Shop Service Representative Shopperson Storeperson Utility Serviceperson

\* Authorized for use by Temporary employees only for a maximum of nine (9) months continuous employment in any twelve (12) month period. May perform functions as assigned by management, in the Plant Services or Communication Technician Job Categories.

\*\* For current incumbents only. Is not authorized for future use.

## ATTACHMENT A-5

### TECHNOLOGY OPERATIONS – WEST WAGE SCHEDULES

*Note: Unless otherwise shown, the interval between steps on all wage schedules for Regular full-time employees shall be six (6) months. For Regular part-time and Temporary employees the interval between steps shall be based on the employee working 975 basic hours.*

#### Wage Schedule 1 – Plant Services and Communication Technician

##### Wage Schedule 1A – Plant Services-Plant Serviceperson

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$17.77	\$18.13	\$18.49	\$18.86	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$18.52	\$18.89	\$19.27	\$19.66	
3	\$19.24	\$19.62	\$20.01	\$20.41	
4	\$19.98	\$20.38	\$20.79	\$21.21	

#### Wage Schedule 1B – Plant Services and Communication Technician

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$20.16	\$20.56	\$20.97	\$21.39	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$21.33	\$21.76	\$22.20	\$22.64	
3	\$22.49	\$22.94	\$23.40	\$23.87	
4	\$23.69	\$24.16	\$24.64	\$25.13	
5	\$24.86	\$25.36	\$25.87	\$26.39	
6	\$26.03	\$26.55	\$27.08	\$27.62	
7	\$27.20	\$27.74	\$28.29	\$28.86	
8*	\$28.36	\$28.93	\$29.51	\$30.10	
9	\$29.57	\$30.16	\$30.76	\$31.38	
10	\$30.34	\$30.95	\$31.57	\$32.20	
11	\$31.56	\$32.19	\$32.83	\$33.49	
12	\$31.91	\$32.55	\$33.20	\$33.86	

\*maximum step for Rackperson

### Wage Schedule 2 – Engineering

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$24.86	\$25.36	\$25.87	\$26.39	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$26.03	\$26.55	\$27.08	\$27.62	
3	\$27.20	\$27.74	\$28.29	\$28.86	
4	\$28.36	\$28.93	\$29.51	\$30.10	
5	\$29.57	\$30.16	\$30.76	\$31.38	
6	\$30.34	\$30.95	\$31.57	\$32.20	
7	\$31.56	\$32.19	\$32.83	\$33.49	
8	\$31.91	\$32.55	\$33.20	\$33.86	
9	\$32.98	\$33.64	\$34.31	\$35.00	
10	\$34.07	\$34.75	\$35.45	\$36.16	
11*	\$35.16	\$35.86	\$36.58	\$37.31	
12	\$36.09	\$36.81	\$37.55	\$38.30	

\*maximum step for Engineering Technician,  
Wireless Engineering Technician and Senior Wireless Network Technician

### Wage Schedule 3 – Tradespersons

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$28.48	\$29.05	\$29.63	\$30.22	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$29.51	\$30.10	\$30.70	\$31.31	
3	\$30.56	\$31.17	\$31.79	\$32.43	
4	\$31.91	\$32.55	\$33.20	\$33.86	

### Wage Schedule 4 – General Services

Building Serviceperson	Step	HOURLY RATES
	1	\$20.59
	2	\$21.90
	3	\$23.23
	4	\$24.52

Fourth Class Power Engineer	Step	HOURLY RATES
	1	\$25.83
	2	\$27.15
	3	\$28.45
	4	\$29.77

Repairshop Service Representative	Step	HOURLY RATES
	1	\$16.67

Shopperson	Step	HOURLY RATES
	1	\$27.15
	2	\$28.45
	3	\$29.77
	4	\$31.12

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$23.58	\$24.05	\$24.53	\$25.02	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$24.89	\$25.39	\$25.90	\$26.42	
3	\$26.22	\$26.74	\$27.27	\$27.82	
4	\$27.56	\$28.11	\$28.67	\$29.24	

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$20.90	\$21.32	\$21.75	\$22.19	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$22.23	\$22.67	\$23.12	\$23.58	
3	\$23.58	\$24.05	\$24.53	\$25.02	
4	\$24.89	\$25.39	\$25.90	\$26.42	

## **ATTACHMENT A-6**

### **CUSTOMER SALES, SERVICE & SUPPORT – WEST JOB TITLES**

#### **Wage Schedule 1**

##### **Wage Group A**

Administrative Assistant I  
Bill Payments Assistant I  
Communication Support Assistant I  
Operations Assistant I  
Payment Preparation Clerk I  
Payment Processing Assistant I

##### **Wage Group B**

Accounting Clerk II  
Account Maintenance Assistant II  
Administrative Assistant II  
Billing Support Clerk II  
Cable Locate Screening Coordinator II  
Contract Administration Clerk II  
Contract Assistant II  
Deployment & Completion Clerk II  
Directory Data Clerk II  
Electronic Billing Clerk II  
Inventory Support Clerk II  
Learning Support Coordinator II  
Media Support Assistant II  
Network Assistant II  
Operations Assistant II  
Order Prime Assistant II  
Paging Inventory Clerk II  
Payment Processing Assistant II  
Payment Support Assistant II  
Results Reporting Assistant II  
Sales Incentive Assistant II  
Service Order Systems Clerk II

##### **Wage Group C**

Accounting Clerk III  
Applications Support Clerk III  
Billing Coordinator III  
Billing Support Clerk III  
Cable Locate Screening Team Lead III  
Claims Management Assistant III  
Client Care Representative III

Client Database Support Assistant III  
Client Service Representative III  
Contract Support Coordinator III  
Document Administration Coordinator III  
Internet Assignment Clerk III  
Location Identification Coordinator III  
Maintenance Agreement Support Clerk III  
Network Project Coordinator III  
Network Support Assistant III  
Online Publishing Assistant III  
Payment Support Assistant III  
Payroll Representative III  
Real Estate Agreements Assistant III  
Records Reconciliation Assistant III  
Release & Threats Coordinator III  
Results Reporting Assistant III  
Roaming Operations Clerk III  
Rural Services Representative III  
Scheduling Support Assistant III  
Service Delivery Coordination Clerk III  
Supply Operations Coordinator III  
Toll Control Clerk III  
Vehicle & Capital Support Clerk III

#### **Wage Group D**

Accounting Clerk IV  
Assignment & Activation Agent IV  
Assignment Team Lead IV  
Billing & Reporting Assistant IV  
Billing Implementation Assistant IV  
Client Account Representative IV  
Client Billing Representative IV  
Client Care Representative IV  
Client Care Support Representative IV  
Client Equipment Representative IV  
Client Sales Solutions Representative IV  
Client Service Support Representative IV  
Cost Studies Analysis Assistant IV  
Directory Representative IV  
Directory Training Support Rep IV  
Facility Inventory Coordinator IV  
Geographic Data Coordinator IV  
Network Capacity Coordinator IV  
Network Drawings Coordinator IV  
Network Service Escalation Clerk IV  
Network Services Clerk IV  
Network Support Representative IV  
Prequalification Coordinator IV  
Product & Service Code Clerk IV

Proposal Support Coordinator IV  
Specialized Billing Coordinator IV  
Switch Traffic Facility Assistant IV  
Systems Support Representative IV  
Technical Support Assistant IV

**Wage Group E**

Accounting Clerk V  
Centrex Programming Representative V  
Client Care Representative V  
Client Care Support Representative V  
Maintenance Agreement Representative V  
Network Support Representative V  
Production Services Coordinator V  
Sales Account Representative V  
Traffic Network Support Coordinator V

**Wage Group F**

Graphic Designer VI  
Network Technical Assistant VI  
Sales Account Representative VI



## **ATTACHMENT A-7**

### **CUSTOMER SALES, SERVICE & SUPPORT – WEST QUASI JOB TITLES**

#### **Wage Schedule 1**

##### **Wage Group A**

Machine Operator I (Accounts Mailing)

##### **Wage Group B**

Coin Box Collector II (System)

##### **Wage Group C**

Machine Operator III (Offset Press)

Machine Operator III (Accounts Mailing)

Tape Librarian

##### **Wage Group D**

Computer Operator I

Senior Machine Operator I (Offset Press)

##### **Wage Group E**

Business Systems Representative

Computer Operator II (CCC)\*

Computer Operator II (IBM)

Loyalty & Retention Representative

Data & Network Client Representative

##### **Wage Group F**

Buyer

Computer Console Operator

Inside Sales Representative (Business Systems Representative)

Inside Sales Representative (Business Division)

#### **Wage Schedule 2**

Business Sales Representative

#### **Wage Schedule 3**

Sales Representative, Telemarketing

#### **Wage Schedule 4**

Account Representative

**Wage Schedule 5**

Customer Help Representative  
Internet Abuse Representative

**Wage Schedule 6**

ADSL & DNR Provisioning Support Representative

**Wage Schedule 7**

Customer Help Facilitator

**Wage Schedule 8**

Data & Network Support Representative

\* *For current incumbents only. Is not authorized for future use.*

## ATTACHMENT A-8

### CUSTOMER SALES, SERVICE & SUPPORT – WEST WAGE SCHEDULES

*Note: Unless otherwise shown, the interval between steps on all wage schedules for Regular full-time employees shall be six (6) months. For Regular part-time and Temporary employees the interval between steps shall be based on the employee working 975 basic hours.*

#### Wage Schedule 1

	HOURLY RATES Effective July 1, 2011					
Step	Wage Group					
	A	B	C	D	E	F
1	\$16.18	\$17.07	\$18.46	\$19.59	\$20.75	\$23.00
2	\$16.89	\$17.86	\$19.27	\$20.49	\$21.68	\$24.10
3	\$17.56	\$18.65	\$20.11	\$21.37	\$22.64	\$25.18
4	\$18.25	\$19.44	\$20.91	\$22.25	\$23.61	\$26.26
5	\$18.95	\$20.24	\$21.74	\$23.14	\$24.53	\$27.33
6	\$19.64	\$21.02	\$22.56	\$24.01	\$25.49	\$28.40
7	\$20.33	\$21.79	\$23.36	\$24.90	\$26.44	\$29.50
8	\$21.01	\$22.96	\$24.56	\$25.81	\$27.41	\$30.57
9	\$23.09	\$24.76	\$25.55	\$26.67	\$28.32	\$31.65

	HOURLY RATES Effective July 1, 2012					
Step	Wage Group					
	A	B	C	D	E	F
1	\$16.50	\$17.41	\$18.83	\$19.98	\$21.17	\$23.46
2	\$17.23	\$18.22	\$19.66	\$20.90	\$22.11	\$24.58
3	\$17.91	\$19.02	\$20.51	\$21.80	\$23.09	\$25.68
4	\$18.62	\$19.83	\$21.33	\$22.70	\$24.08	\$26.79
5	\$19.33	\$20.64	\$22.17	\$23.60	\$25.02	\$27.88
6	\$20.03	\$21.44	\$23.01	\$24.49	\$26.00	\$28.97
7	\$20.74	\$22.23	\$23.83	\$25.40	\$26.97	\$30.09
8	\$21.43	\$23.42	\$25.05	\$26.33	\$27.96	\$31.18
9	\$23.55	\$25.26	\$26.06	\$27.20	\$28.89	\$32.28

	<b>HOURLY RATES</b> <b>Effective July 1, 2013</b>					
Step	Wage Group					
	A	B	C	D	E	F
1	\$16.83	\$17.76	\$19.21	\$20.38	\$21.59	\$23.93
2	\$17.57	\$18.58	\$20.05	\$21.32	\$22.55	\$25.07
3	\$18.27	\$19.40	\$20.92	\$22.24	\$23.55	\$26.19
4	\$18.99	\$20.23	\$21.76	\$23.15	\$24.56	\$27.33
5	\$19.72	\$21.05	\$22.61	\$24.07	\$25.52	\$28.44
6	\$20.43	\$21.87	\$23.47	\$24.98	\$26.52	\$29.55
7	\$21.15	\$22.67	\$24.31	\$25.91	\$27.51	\$30.69
8	\$21.86	\$23.89	\$25.55	\$26.86	\$28.52	\$31.80
9	\$24.02	\$25.77	\$26.58	\$27.74	\$29.47	\$32.93

	<b>HOURLY RATES</b> <b>Effective July 1, 2014</b>					
Step	Wage Group					
	A	B	C	D	E	F
1	\$17.17	\$18.12	\$19.59	\$20.79	\$22.02	\$24.41
2	\$17.92	\$18.95	\$20.45	\$21.75	\$23.00	\$25.57
3	\$18.64	\$19.79	\$21.34	\$22.68	\$24.02	\$26.71
4	\$19.37	\$20.63	\$22.20	\$23.61	\$25.05	\$27.88
5	\$20.11	\$21.47	\$23.06	\$24.55	\$26.03	\$29.01
6	\$20.84	\$22.31	\$23.94	\$25.48	\$27.05	\$30.14
7	\$21.57	\$23.12	\$24.80	\$26.43	\$28.06	\$31.30
8	\$22.30	\$24.37	\$26.06	\$27.40	\$29.09	\$32.44
9	\$24.50	\$26.29	\$27.11	\$28.29	\$30.06	\$33.59

	HOURLY RATES Effective July 1, 2015					
Step	Wage Group					
	A	B	C	D	E	F
1	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.					
2						
3						
4						
5						
6						
7						
8						
9						

### Wage Schedule 2 – Business Sales Representative

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$16.37	\$16.70	\$17.03	\$17.37	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$17.57	\$17.92	\$18.28	\$18.65	
3	\$18.78	\$19.16	\$19.54	\$19.93	
4	\$20.01	\$20.41	\$20.82	\$21.24	
5	\$21.19	\$21.61	\$22.04	\$22.48	
6	\$22.40	\$22.85	\$23.31	\$23.78	

### Wage Schedule 3 – Sales Representative, Telemarketing

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$12.81	\$13.07	\$13.33	\$13.60	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$13.78	\$14.06	\$14.34	\$14.63	
3	\$14.77	\$15.07	\$15.37	\$15.68	
4	\$15.72	\$16.03	\$16.35	\$16.68	

### Wage Schedule 4 – Account Representative

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$25.87	\$26.39	\$26.92	\$27.46	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$27.16	\$27.70	\$28.25	\$28.82	
3	\$28.71	\$29.28	\$29.87	\$30.47	
4	\$30.18	\$30.78	\$31.40	\$32.03	
5	\$31.64	\$32.27	\$32.92	\$33.58	
6	\$33.08	\$33.74	\$34.41	\$35.10	
7	\$34.53	\$35.22	\$35.92	\$36.64	

### Wage Schedule 5 Customer Help Representative & Internet Abuse Representative

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$19.42	\$19.81	\$20.21	\$20.61	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$20.00	\$20.40	\$20.81	\$21.23	
3	\$20.62	\$21.03	\$21.45	\$21.88	
4	\$21.19	\$21.61	\$22.04	\$22.48	
5	\$21.90	\$22.34	\$22.79	\$23.25	
6	\$22.72	\$23.17	\$23.63	\$24.10	
7	\$23.39	\$23.86	\$24.34	\$24.83	
8	\$24.09	\$24.57	\$25.06	\$25.56	
9	\$24.60	\$25.09	\$25.59	\$26.10	

**Wage Schedule 6**  
**ADSL & DNR Provisioning Support Representative**

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$18.90	\$19.28	\$19.67	\$20.06	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$19.42	\$19.81	\$20.21	\$20.61	
3	\$20.00	\$20.40	\$20.81	\$21.23	
4	\$20.62	\$21.03	\$21.45	\$21.88	
5	\$21.19	\$21.61	\$22.04	\$22.48	
6	\$21.90	\$22.34	\$22.79	\$23.25	
7	\$22.72	\$23.17	\$23.63	\$24.10	
8	\$23.39	\$23.86	\$24.34	\$24.83	
9	\$24.09	\$24.57	\$25.06	\$25.56	

**Wage Schedule 7 – Customer Help Facilitator**

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$20.00	\$20.40	\$20.81	\$21.23	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$20.62	\$21.03	\$21.45	\$21.88	
3	\$21.19	\$21.61	\$22.04	\$22.48	
4	\$21.90	\$22.34	\$22.79	\$23.25	
5	\$22.72	\$23.17	\$23.63	\$24.10	
6	\$23.39	\$23.86	\$24.34	\$24.83	
7	\$24.09	\$24.57	\$25.06	\$25.56	
8	\$24.60	\$25.09	\$25.59	\$26.10	
9	\$25.14	\$25.64	\$26.15	\$26.67	

### Wage Schedule 8 – Data & Network Support Representative

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$21.48	\$21.91	\$22.35	\$22.80	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$22.44	\$22.89	\$23.35	\$23.82	
3	\$23.42	\$23.89	\$24.37	\$24.86	
4	\$24.41	\$24.90	\$25.40	\$25.91	
5	\$25.34	\$25.85	\$26.37	\$26.90	
6	\$26.33	\$26.86	\$27.40	\$27.95	
7	\$27.28	\$27.83	\$28.39	\$28.96	
8	\$28.28	\$28.85	\$29.43	\$30.02	
9	\$29.24	\$29.82	\$30.42	\$31.03	



## **ATTACHMENT A-9**

### **RETAIL OPERATOR SERVICES – WEST JOB TITLES**

#### **Wage Schedule 1**

Call Answer Agent\*

#### **Wage Schedule 2**

Call Answer Support Agent

#### **Wage Schedule 3**

Customer Service Agent

\* *For current incumbents only. Is not authorized for future use.*

## ATTACHMENT A-10

### RETAIL OPERATOR SERVICES – WEST WAGE SCHEDULES

*Note: Unless otherwise shown, the interval between steps on all wage schedules for Regular full-time employees shall be six (6) months. For Regular part-time and Temporary employees the interval between steps shall be based on the employee working 910 basic hours.*

#### Wage Schedule 1 – Call Answer Agent

HOURLY RATES		
Step	Effective	
	July 1, 2011	July 1, 2012
1	\$15.93	\$16.25
2	\$16.70	\$17.03
3	\$17.73	\$18.08
4	\$18.97	\$19.35
5	\$19.27	\$19.66
6	\$20.01	\$20.41
7	\$20.87	\$21.29
8	\$22.01	\$22.45
9	\$24.38	\$24.87

#### Wage Schedule 2 – Call Answer Support Agent

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$16.48	\$16.81	\$17.15	\$17.49	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$17.56	\$17.91	\$18.27	\$18.64	
3	\$18.63	\$19.00	\$19.38	\$19.77	
4	\$19.68	\$20.07	\$20.47	\$20.88	
5	\$20.75	\$21.17	\$21.59	\$22.02	
6	\$21.80	\$22.24	\$22.68	\$23.13	
7	\$22.86	\$23.32	\$23.79	\$24.27	
8	\$23.91	\$24.39	\$24.88	\$25.38	
9	\$24.94	\$25.44	\$25.95	\$26.47	

### Wage Schedule 3 –Customer Service Agent

HOURLY RATES					
Step	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	\$17.05	\$17.39	\$17.74	\$18.09	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2	\$18.12	\$18.48	\$18.85	\$19.23	
3	\$19.18	\$19.56	\$19.95	\$20.35	
4	\$20.25	\$20.66	\$21.07	\$21.49	
5	\$21.30	\$21.73	\$22.16	\$22.60	
6	\$22.36	\$22.81	\$23.27	\$23.74	
7	\$23.42	\$23.89	\$24.37	\$24.86	
8	\$24.47	\$24.96	\$25.46	\$25.97	
9	\$25.51	\$26.02	\$26.54	\$27.07	

## **APPENDIX B – EAST**

### **TECHNOLOGY OPERATIONS AND CUSTOMER SALES, SERVICE & SUPPORT**

#### **ARTICLE B1 – APPLICATION OF THIS APPENDIX**

- B1.01 The provisions of this Appendix (Appendix B) of this Agreement apply to employees who occupy the job titles listed in Attachment B-1 and B-3 to this Appendix east of Alberta.
- B1.02 Basic rates of pay for the job titles covered by this Appendix are contained in Attachment B-2 and B-4 to this Appendix.

#### **ARTICLE B2 – WAGE ADMINISTRATION**

- B2.01 An employee who is temporarily or permanently assigned to a position that has a different wage rate will receive wage treatment in accordance with Company practices.

#### **ARTICLE B3 – HOLIDAYS**

- B3.01 The following days will be observed as paid holidays:
- New Year's Day
  - Good Friday
  - Victoria Day (*except QC*) / National Patriots' Day (*QC only*)
  - St. Jean Baptiste Day (*Québec only*)
  - Canada Day
  - Civic Holiday (*except Québec*)
  - Labour Day
  - Thanksgiving Day
  - Christmas Day
  - Boxing Day.
- B3.02 When any of the above holidays referred to in section B3.01 falls on a:
- (a) Sunday – the following Monday will be considered the holiday. When Boxing Day falls on a Monday, the Tuesday immediately following will be considered as the holiday.
  - (b) Saturday – if it is a non-working day for an employee, she/he will be granted either the working day preceding or following the holiday in lieu thereof, unless demands of the service require otherwise. Under such circumstances the employee will be granted a holiday at some other time mutually agreeable to the Company and to the employee.
  - (c) Monday through Friday, which is a non-working day for an employee, she/he will be granted a holiday with pay at some other time, which may be by way of addition to her/his annual vacation or granted as a holiday with pay at a time convenient to the Company and to the employee.
  - (d) Where no mutual agreement has been reached pursuant to subsections B3.02(b) and (c), holiday entitlement temporarily banked within the calendar year will be scheduled off no later than April 30 of the following calendar year. In the event that no mutual agreement has been reached by the end of February for the scheduling of this holiday entitlement, it shall be scheduled by management.

### **Holiday Pay**

- B3.03 Holiday pay for a Regular full-time employee shall be at the employee's basic rate of pay.
- B3.04 Holiday pay for a Regular part-time or Temporary employee shall be based on 1/20<sup>th</sup> of the employee's basic earnings during the 30 days immediately preceding the holiday.
- B3.05 Notwithstanding the provisions of sections B3.01, B3.03, and B3.04:
- (a) An employee who has not acquired thirty (30) days' service in the latest period of employment prior to the date of a holiday, shall not be entitled to holiday pay.
  - (b) Holiday pay provisions are not applicable to an employee while on leave of absence unless they are entitled to wages for at least fifteen (15) days in the thirty (30) calendar day period immediately preceding the holiday.

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

- B3.06 A Regular full-time employee who works on a holiday shall, in addition to any holiday pay to which the employee may be entitled:
- (a) be paid a premium of one-half ( $\frac{1}{2}$ ) times the employee's basic hourly rate of pay for each basic hour worked on the holiday; or,
  - (b) if the employees so chooses, and provided the employee works the basic hours of work for the day, to be granted another day off with pay, at a time convenient to both the employee and the Company.
- B3.07 A Regular part-time employee who works on a holiday shall be paid, in addition to any holiday pay to which the employee may be entitled, a premium of one-half ( $\frac{1}{2}$ ) times the employee's basic hourly rate of pay for each basic hour worked on the holiday.
- B3.08 An employee scheduled to, but who does not work on the holiday will not be paid for the holiday unless her/his absence is due to sickness or similar unavoidable cause.

### **Substitution of Religious Holiday**

- B3.09 An employee may request to take an alternate day in lieu of Good Friday or Christmas Day to observe another religious holiday. Requests will be granted provided there is work available in the employee's job title and work location which the employee can perform on the holiday. An employee working on the holiday will be paid at straight time for basic hours worked and will receive holiday pay for the day taken off as an alternative religious holiday.

## **ARTICLE B4 – ANNUAL VACATIONS**

### **Vacation Entitlement**

#### **Effective for the 2012 vacation year:**

- B4.01 An employee, in the year of engagement or re-engagement, shall receive 4% of earnings for that calendar year in lieu of vacation with pay for that year. This shall be paid no later than April 30 of the following year.
- B4.02 A Regular full-time employee, in the years subsequent to the year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the calendar year in which the employee 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:

Years of Service	Entitlement
1 to 3	15 days
4 to 15	20 days
16 and over	25 days

- B4.03 A Regular part-time or Temporary employee, in the years subsequent to the year of engagement or re-engagement, shall be entitled to:
- (a) 10 days of vacation and 4% of eligible earnings in each calendar year, if the employee has less than six (6) years' service: or,
  - (b) 15 days of vacation and 6% of eligible earnings in each calendar year, if the employee has six (6) years' service or more.
- B4.04 (a) In awarding vacations no deduction shall be made when absence or leave of absence in the calendar year is due to:
- (i) sickness or accident of twelve (12) weeks or less;
  - (ii) maternity leave of seventeen (17) weeks or less; or,
  - (iii) other than the foregoing causes, an absence of four (4) weeks or less.
- When the total absence for any cause, excluding up to seventeen (17) weeks' maternity leave, exceeds the periods identified above, the vacation entitlement for that calendar year shall be pro-rated to the time worked in that calendar year.
- (b) Any deduction of vacation in accordance with the provisions of subsection B4.04(a) which exceed an employee's remaining current calendar year's vacation entitlement will be deducted from the employee's vacation entitlement in the subsequent calendar year.

### **Vacation Scheduling**

- B4.05 Vacations are normally scheduled during the calendar year in which they are earned. An employee entitled to more than two (2) weeks of vacation may request, subject to approval from the Vice President of the employee's department, to take up to five (5) days of vacation in the period from January 1 to April 30 of the following calendar year.
- B4.06 Vacation scheduling is based on business requirements with approval of management. Vacation requests must be submitted in accordance with guidelines in effect within the employee's department.
- B4.07 When a holiday is observed on a normal working day during an employee's annual vacation, the employee may elect to take one (1) additional day of vacation at the end of that vacation period or, subject to mutual agreement with the immediate manager, to take the vacation day so displaced on another date.

### **General**

- B4.08 Notwithstanding the provisions of sections B4.02 and B4.03:
- (a) An employee with less than six (6) years' service leaving the Company's employ shall receive 4% of their eligible earnings for the current calendar year, reduced by the

amount already paid to the employee for any vacation taken in the calendar year.

- (b) An employee with six (6) years' service or more leaving the Company's employ shall receive 6% of their eligible earnings for the current calendar year, reduced by the amount already paid to the employee for any vacation taken in the calendar year.
- (c) In the event that the amount already paid to the employee for any vacation taken in the calendar year exceeds the amount of vacation pay to which the employee was entitled in accordance with paragraphs (a) and (b), the amount so owing shall be deducted from the employee's last pay.

B4.09 All vacations are paid for at the employee's basic rate of pay at the time the vacation is taken.

B4.10 Notwithstanding the amount of vacation pay that an employee has received in accordance with the provisions of sections B4.02 and B4.03, when 4% of an employee's earnings for the calendar year if the employee has less than six (6) years' service or 6% of the employee's eligible earnings for the current calendar year if the employee has six (6) or more years' service exceeds the total amount of the vacation paid to the employee for the vacation to which the employee was entitled in that year, any excess shall be paid to the employee prior to April 30 of the following year.

## ARTICLE B5 – HOURS OF WORK AND SCHEDULING

### Definitions

B5.01 **Basic Hours of Work Per Day and Per Week** – means the number of hours of work per day and per week as established in this Article for a Regular full-time employee exclusive of overtime hours which are dealt with in Article B6.

B5.02 **Shift** – the hours scheduled or worked by an employee on any given day. Overtime shifts are dealt with in Article B6.

### Basic Hours of Work

B5.03 (a) **Regular full-time employee:**

- (i) For a Regular full-time employee who occupies a job title listed under Wage Schedule 2 of Attachment B-1 and is covered by Wage Schedule 2 of Attachment B-2, the basic hours of work per day will be 8 hours. The basic hours of work per week will be 40 hours over one (1) week or 80 hours over two (2) weeks.
- (ii) For all other Regular full-time employees, the basic hours of work per day will be 7.5 hours. The basic hours of work per week will be 37.5 hours over one (1) week or 75 hours over two (2) weeks.
- (b) For all other categories of employment, the Company will determine and establish the hours of work per day and per week. While these hours may vary, the basic hours worked by these employees will not be greater than the basic hours of work established for a Regular full-time employee in the appropriate paragraph of subsection B5.03(a).
- (c) Notwithstanding the provisions of subsection B5.03(b), a Regular part-time employee will normally be scheduled to work a minimum of fifteen (15) hours in each week.
- (d) A Regular part-time or Temporary employee shall not be required to work less than four (4) basic hours of work on any day that the employee is required to work.

- B5.04 For an employee who is participating in the AHA program, a split shift may be worked, subject to business requirements, by mutual agreement between management and an employee. Split shifts shall not extend beyond a twelve (12) hour period.

A shift shall be considered split if more than one (1) hour elapses between the two (2) portions of the shift.

### **Rest Day**

- B5.05 A rest day for a Regular full-time employee will be consecutive with another rest day unless the employee requests otherwise or the shift rotation necessitates otherwise.

### **Meal and Relief Periods**

- B5.06 (a) An employee will be granted meal and relief periods during basic hours of work shifts in accordance with the table shown in subsection B5.06(b).
- (i) Meal periods are unpaid and not included in the calculation of the basic hours of work and, except for split shifts, shall be for a minimum of one-half hour and a maximum of one hour as determined by management.
  - (ii) Relief periods are paid and included in the calculation of the basic hours of work. The responsible manager in each work location may designate times during which relief periods may be taken.
- (b) Relief and meal periods granted to an employee will be in accordance with the following shift lengths:

Shift Length	Unpaid Meal Period	Paid 15 Minute Relief Period
6 hours up to and including 8 hours	1	2
More than 4 hours and less than 6 hours	1	1
3 hours up to and including 4 hours	-	1

### **Work Schedules**

- B5.07 An employee may be required to work a shift on any day of the week, as determined by the Company to meet service requirements.

## **ARTICLE B6 – OVERTIME**

### **Definitions**

- B6.01 **Overtime** – means the hours worked in excess of the basic hours of work per day and per week established for Regular full-time employees in accordance with this Appendix.

Overtime hours for:

- (a) a full-time employee, are hours worked:



- (i) after working the number of hours comprising the basic hours of work per day for a Regular full-time employee, or
  - (ii) on a rest day outside the employee's basic hours of work for that week.
- (b) a part-time employee, are hours worked:
  - (i) after working the number of hours comprising the basic hours of work per day for a Regular full-time employee, or
  - (ii) in excess of the basic hours of work per week for a Regular full-time employee.

#### **Payment for Overtime Worked**

- B6.02 (a) With the exception of an employee covered by the provisions of section B6.02(b), overtime hours worked after an employee has worked eight (8) hours in a day and/or forty (40) hours in a week will be compensated at one and one-half (1½) times the employee's basic hourly rate of pay for the hours worked.
- (b) Overtime hours worked by a Regular or Temporary employee who occupies a job title on Wage Schedule 2 of Attachment B-1 will be compensated at two (2) times the employee's basic hourly rate of pay for the hours worked.

#### **Banking of Time In Lieu of Payment for Overtime (V.O. Time)**

- B6.03 An employee working overtime may elect, as an alternative to being compensated in accordance with the provisions of section B6.02, to be compensated for overtime hours worked, on one of the following basis:
- (a) The overtime to be paid at straight time rates for the overtime worked and the employee granted time-off (V.O. time) immediately prior to retirement, equivalent to, and in lieu of, the remainder of the overtime entitlement; or,
  - (b) All overtime to be banked and taken as paid time-off (V.O. time) immediately prior to retirement.

The election of method of payment shall be made by the employee at the time the overtime is reported for payroll purposes.

- B6.04 All V.O. time compensation either for time-off immediately prior to retirement or payments in lieu thereof, shall be based on the actual wage rate of the employee at the time the V.O. accruals were earned. Payment for V.O. time will be made on a regular payday basis only.
- B6.05 An employee may request payment in full or in part, in fifteen (15) minute increments for outstanding V.O. credits at any time, subject to the Payroll Department receiving two (2) weeks' advance notice.
- B6.06 An employee may bank a maximum of 300 hours.

#### **Call-Out**

- B6.07 An employee called at home and requested to report to work, and who does come in to work call-out overtime, shall be paid the greater of:
- (a) the actual hours worked at the applicable overtime rate for the employee, or
  - (b) four (4) hours' pay at the employee's basic hourly rate of pay.

- B6.08 Notwithstanding the provisions of section B6.03, an employee called at home and requested to work call-out overtime and who does work the overtime without having to leave the employee's residence, will be paid a minimum of two (2) hours' pay at the employee's basic hourly rate of pay or the actual hours worked at the applicable overtime rate for the employee, whichever is greater.

## **ARTICLE B7 – DIFFERENTIALS and STANDBY PAY**

### **Differentials**

- B7.01 An employee who has acquired certification in designated emerging technologies determined by the Company to merit special payment may be paid a minimum hourly differential of \$1.00 for each hour or portion thereof worked in a job where that certification is deemed beneficial to the Company.

This will be reviewed each year by the Company to determine which certifications will be eligible for this differential.

- B7.02 An employee will be paid a split shift differential of \$4.50 for each complete seven and one-half (7½) hour split shift worked.

### **Standby Pay**

- B7.03 (a) Standby may be implemented by management as service requirements dictate.
- (b) An employee on standby will be paid an allowance of \$30.00 per day for each weekday (Monday to Friday inclusive, including holidays) the employee is scheduled and available for standby.
- (c) An employee will be paid an allowance of \$40.00 per day for each Saturday or Sunday the employee is scheduled and available for standby.
- (d) The maximum amount of standby allowance that an employee is eligible to receive per calendar week is \$230.00.

## **ARTICLE B8 – TOOLS**

- B8.01 For all Job titles covered by Wage Schedule 2 of Attachment B-1 of this Appendix, the Company shall decide which tools and equipment are required for the job, and shall supply or make them available. Each employee shall be responsible to the Company for all tools and equipment assigned to them.

## **ARTICLE B9 – EXPENSES**

- B9.01 An employee who is duly authorized by their immediate manager will be allowed expenses to cover expenditures necessarily incurred in the performance of their duties, while working away from their normal reporting location. It is understood that where no expense is incurred, no claim will be made.
- B9.02 Expenses incurred in accordance with the provisions of section B9.01 must be paid for with the corporate card or as determined by the Company.

## ARTICLE B10 – TECHNOLOGICAL CHANGE

- B10.01 For the purposes of this Appendix, technological change will be as defined by section 51(1) of Division IV, Part 1 of the *Canada Labour Code*.
- B10.02 It is specifically agreed that sections 52, 54 and 55 of Division IV, Part 1 of the *Canada Labour Code* do not apply to the parties to this Appendix.
- B10.03 The Company and the Union agree to meet to discuss measures which may be taken to assist Regular employees affected by any technological change to adjust to the effects of that technological change.
- B10.04 If a Regular employee with one (1) year of service or more is terminated as a result of the introduction of a technological change, the employee will be entitled to severance pay, based on completed years of service, in accordance with the table below.

Completed Years of Service	Severance Pay (based on employee's basic weekly rate of pay)
1 - 16	2 weeks/completed year of service
For each subsequent year	3 weeks
Minimum Severance: 4 weeks	
Maximum Severance: 52 weeks	

### Lay-Offs

- B10.05 Prior to the lay-off of any Regular employee, the employment of all Temporary employees working in the same function, job title and location will be terminated.
- B10.06 A Regular employee with one (1) year of service or more who is permanently laid-off shall receive severance pay in accordance with the table set out in section B10.04.

## ARTICLE B11 – PAY PROVISIONS FOR EMPLOYEES ABSENT FROM DUTY

- B11.01 **Jury Duty** – an employee called for jury duty is allowed time off with pay from scheduled basic hours during the period of jury service. Absences in excess of one week will require special decision. Any jury duty fees received, other than for expenses (i.e. meals, transportation, etc.), are to be returned to the Company.
- B11.02 **Court Witness** – an employee acting as a witness under subpoena is allowed time off with pay from scheduled basic hours during such absence. An employee acting as a voluntary witness may be allowed time off without pay, at the discretion of the Company.
- B11.03 **Elections** – an employee eligible to vote shall be allowed sufficient time off with pay from scheduled basic hours to meet legal requirements for voting purposes.
- B11.04 **Death in the Family** – an employee may be allowed time off with pay from scheduled basic hours that occur during the five (5) days immediately following the death of a member of the employee's immediate family.

The term "immediate family" includes mother, father (including spouse or common-law partner of the mother or father), spouse (including common-law), sister, brother, son, daughter (including common-law son or daughter), mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, granddaughter, grandson and any relative of the employee who resides permanently with the employee or with

whom the employee permanently resides.

B11.05 An employee may be allowed up to a maximum of one (1) day off with pay from scheduled basic hours to attend the funeral of a friend, work associate, or relative not covered by section B11.04.

B11.06 **Medical Appointments** – when it is necessary for an employee during working hours to visit a doctor, dentist, clinic or hospital for an examination or treatment, the employee may be granted time off without pay from scheduled basic hours, subject to business requirements and reasonable notice being given to the employee's immediate manager.

B11.07 **Quarantine** – an employee shall be allowed time off with pay from scheduled basic hours during a period of quarantine.

## **ATTACHMENT B-1**

### **TECHNOLOGY OPERATIONS – EAST JOB TITLES**

#### **Wage Schedule 1 – Engineering**

##### **Wage Group A**

Installer  
Network Surveillance Specialist  
NMC Surveillance Specialist  
Technical Field Representative  
Technical Support Representative

##### **Wage Group B**

NMC Surveillance Specialist SR  
RF Operations Specialist  
RF Performance Specialist  
Switch Specialist  
Technical Support Specialist

##### **Wage Group C**

Equipment Configuration Specialist  
RF Operations Specialist – SR  
RF Performance Specialist – SR  
Switch Specialist – SR  
Wireless Data Network Specialist

#### **Wage Schedule 2 – Telecommunications Technician**

##### **Wage Group A**

Telecommunications Technician I

##### **Wage Group B**

Telecommunications Technician II

#### **Wage Schedule 3 – Materials Coordinator**

Materials Coordinator

#### **Wage Schedule 4 – General Services**

Coordinator, Building Operations  
Coordinator, Design & Space Plan  
Coordinator, Facilities & Administration

## ATTACHMENT B-2

### TECHNOLOGY OPERATIONS – EAST WAGE SCHEDULES

The basic hourly rate of pay for an employee on Wage Schedule 1, 2, 3 or 4 will be increased as indicated below on the effective date shown, unless the employee's basic hourly rate of pay exceeds the maximum hourly rate established for the employee's job title on the day that the increase is due:

July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1.5%	2.0%	2.0%	2.0%	2.5%

#### Wage Schedule 1 – Engineering

HOURLY RATES		
Wage Group	RANGE	
	Minimum	Maximum
A	\$19.13	\$31.65
B	\$24.21	\$34.95
C	\$27.64	\$37.28

#### Wage Schedule 2 – Telecommunications Technician

HOURLY RATES		
Wage Group	RANGE	
	Minimum	Maximum
A	\$19.65	\$31.22
B	\$22.05	\$35.44

#### Wage Schedule 3 – Materials Coordinator

HOURLY RATES	
RANGE	
Minimum	Maximum
\$14.32	\$22.58

#### Wage Schedule 4 – General Services

HOURLY RATES	
RANGE	
Minimum	Maximum
\$18.40	\$25.41

## **ATTACHMENT B-3**

### **CUSTOMER SALES, SERVICE & SUPPORT – EAST JOB TITLES**

#### **Wage Schedule 1 – Customer Operations**

##### **Wage Group A**

Customer Sales & Service Representative I

##### **Wage Group B**

CAM Representative I

##### **Wage Group C**

Customer Sales & Service Representative II  
Value Added Sales Specialist

##### **Wage Group D**

CAM Representative II

##### **Wage Group E**

Customer Sales & Service Representative III

##### **Wage Group F**

Customer Sales & Service Representative - HV I

##### **Wage Group G**

CAM Representative III  
Loyalty & Retention Specialist I

##### **Wage Group H**

Channel Care Analyst I

##### **Wage Group I**

Customer Sales & Service Representative - HV II

##### **Wage Group J**

Channel Care Analyst II  
DNA Specialist I  
Help Desk Specialist I

##### **Wage Group K**

Loyalty & Retention Specialist II



**Wage Group L**

Corporate Client Support Representative

**Wage Group M**

DNA Specialist II  
Help Desk Specialist II

**Wage Group N**

Loyalty & Retention Specialist III

**Wage Group O**

DNA Specialist III

**Wage Schedule 2 – Employee Services and WES****Wage Group A**

Office Services Administrator

**Wage Group B**

Corporate Client Support Representative (WES)

**Wage Schedule 3 – Customer Service & Support****Wage Group A**

Channel Service Representative  
Facilities Administrator  
Logistics Associate I

**Wage Group B**

Administrative Assistant  
Channel Commission Administrator  
Commissions Inquiry Administrator  
Contract Management Specialist  
Coordinator, Internal Activations  
Coordinator, Linguistic Services  
Coordinator, Office Services  
Coordinator, Training  
Disbursements Administrator  
Fraud & Security Administrator  
Learning Analyst  
Logistics Coordinator  
Logistics Coordinator - SR  
National Commissions Administrator  
RF Operations Analyst

**Wage Group C**

Billing Administrator  
Branch Support Representative  
Commission Analyst  
Corporate Financial Coordinator  
Disbursements Support Coordinator  
Logistics Associate II  
NAC Order Coordinator  
Network Implementation Coordinator  
RF Analyst

**Wage Group D**

Channel Information Analyst  
Client Relationship Specialist  
Contact Centre Representative  
Coordinator, Inventory Repair  
Graphics Specialist  
Numbering Analyst  
Purchasing Analyst  
Resource Management Specialist  
Space & Power Planning Support  
Supply Coordinator

**Wage Group E**

Transmission Provisioner

**Wage Group F**

Data Support Analyst

**Wage Group G**

Translator

**Wage Group H**

Telecom Analyst

**Wage Group I**

Reviser

**Wage Schedule 4 – CPS Service & Support****Wage Group A**

Service Support Coordinator

**Wage Group B**

Dispatch Support Specialist  
Repair Support Analyst  
Service Support Analyst

**Wage Schedule 5 – Help Desk (TSS)**

**Wage Group A**

Help Desk Specialist

**Wage Group B**

Business Help Desk Specialist

**Wage Schedule 6 – Network Support (TSS)**

Network Support Analyst

## ATTACHMENT B-4

### CUSTOMER SALES, SERVICE & SUPPORT – EAST WAGE SCHEDULES

#### Wage Schedule 1 – Customer Operations

HOURLY RATES					
Wage Group	Effective				
	July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
A	\$18.53	\$18.90	\$19.28	\$19.67	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
B	\$19.84	\$20.24	\$20.64	\$21.05	
C	\$20.03	\$20.43	\$20.84	\$21.26	
D	\$21.15	\$21.57	\$22.00	\$22.44	
E	\$21.36	\$21.79	\$22.23	\$22.67	
F	\$22.53	\$22.98	\$23.44	\$23.91	
G	\$22.75	\$23.21	\$23.67	\$24.14	
H	\$23.04	\$23.50	\$23.97	\$24.45	
I	\$23.85	\$24.33	\$24.82	\$25.32	
J	\$24.00	\$24.48	\$24.97	\$25.47	
K	\$24.49	\$24.98	\$25.48	\$25.99	
L	\$25.29	\$25.80	\$26.32	\$26.85	
M	\$25.55	\$26.06	\$26.58	\$27.11	
N	\$26.02	\$26.54	\$27.07	\$27.61	
O	\$27.01	\$27.55	\$28.10	\$28.66	

*Note: Progression from one job level to another job level with the same functional title may be by way of either accreditation or promotion based upon meeting the job qualifications and successful completion of a qualifying test e.g., Customer Sales & Service Representative I to Customer Sales & Service Representative II, CAM Representative I to CAM Representative II, etc.*

The basic hourly rate of pay for an employee on Wage Schedule 2, 3, 4, 5 or 6 will be increased as indicated below on the effective date shown, unless the employee's basic hourly rate of pay exceeds the maximum hourly rate established for the employee's job title on the day that the increase is due:

July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1.5%	2.0%	2.0%	2.0%	2.5%

#### **Wage Schedule 2 – Employee Services and WES**

HOURLY RATES		
Wage Group	RANGE	
	Minimum	Maximum
A	\$13.13	\$21.75
B	\$16.41	\$27.18

#### **Wage Schedule 3 – Customer Service & Support**

HOURLY RATES		
Wage Group	RANGE	
	Minimum	Maximum
A	\$14.82	\$22.48
B	\$16.28	\$24.27
C	\$17.38	\$25.47
D	\$19.42	\$27.09
E	\$21.00	\$29.82
F	\$21.49	\$31.65
G	\$21.98	\$32.09
H	\$24.53	\$33.87
I	\$27.09	\$37.26

#### Wage Schedule 4 – CPS Service & Support

HOURLY RATES		
Wage Group	RANGE	
	Minimum	Maximum
A	\$16.00	\$25.41
B	\$19.43	\$30.46

#### Wage Schedule 5 – Help Desk (TSS)

HOURLY RATES		
Wage Group	RANGE	
	Minimum	Maximum
A	\$17.38	\$25.43
B	\$17.38	\$29.24

#### Wage Schedule 6 – Network Support (TSS)

HOURLY RATES	
RANGE	
Minimum	Maximum
\$19.00	\$27.61

## **APPENDIX C – COMPETITIVE OPERATOR SERVICES**

### **ARTICLE C1 – APPLICATION OF THIS APPENDIX**

- C1.01 The provisions of this Appendix (Appendix C) of this Agreement apply to employees who occupy the following job titles in British Columbia and Alberta:
- Competitive Call Answer Agent – DA
  - Competitive Call Answer Agent
- C1.02 An employee working under the provisions of this Appendix will be a “Term” employee as provided in section 2.04 of Article 2. To be employed in Competitive Operator Services, an employee:
- (a) must sign a Non-Disclosure Agreement as a condition of employment, and
  - (b) may not work for another line of business or subsidiary within the Company, without the approval of the Company.
- C1.03 Basic rates of pay and wage progression intervals for the job titles covered by this Appendix are contained in Attachment C-1 to this Appendix.

### **ARTICLE C2 – WAGE ADMINISTRATION**

- C2.01 An employee temporarily assigned to a higher paying position will be entitled to a temporary wage increase for each hour or portion thereof on the temporary assignment. The employee will receive the wage rate for the higher paying position that is closest to and higher than their current rate of pay.
- C2.02 An employee who is permanently assigned or successfully bids to a higher paying position will receive the wage rate for the higher paying position that is closest to and higher than their current rate of pay. The employee will then progress on the wage schedule of the higher paying position.
- C2.03 (a) An employee who is permanently assigned to a lower paying position will maintain their wage rate for a period of one year. At the end of the one year period the employee will receive the wage rate for the lower paying position that is closest to but less than their current rate of pay. The employee will then progress on the wage schedule of the lower paying position.
- (b) An employee who successfully bids to a lower paying position will receive the wage rate for the lower paying position that is closest to but less than their current rate of pay. The employee will then progress on the wage schedule of the lower paying position.
- C2.04 Should a special increase be warranted during the progression period, it will be given every consideration by management.
- C2.05 A person having previous experience and/or qualifications will be hired at a rate of pay decided upon by management. The employee will then progress on the wage schedule for the position.

### **ARTICLE C3 – HOLIDAYS**

- C3.01 (a) The following days will be observed as paid holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day.

- (b) An employee will observe the actual day of the paid holiday listed above unless the employee requests a substitution of Good Friday or Christmas Day for religious reasons in accordance with the following:
- (i) The employee's written request must be submitted to the immediate manager.
  - (ii) Requests will be granted provided, in the Company's opinion, there is work available in the employee's classification and work location on the holiday and service requirements can be met on the alternate day.
  - (iii) Notwithstanding section C3.06, an employee will receive basic pay for working on the holiday and will receive holiday pay for the day designated as the alternate religious holiday.

### **Holiday Pay**

C3.02 Holiday pay shall be at the employee's basic hourly rate of pay.

C3.03 Employees shall receive payment for holidays on a pro-rata basis calculated on the number of basic hours worked in the twenty (20) working days immediately preceding the holiday. If the pro-rata holiday entitlement equals or exceeds three-quarters ( $\frac{3}{4}$ ) of a day, one full day's pay shall be given.

C3.04 Notwithstanding the provisions of sections C3.02 and C3.03 related to Holiday Pay, an employee will not be entitled to holiday pay:

- (a) when the employee is not available to be scheduled on a holiday; or,
- (b) if the employee has not been on the Company payroll for at least thirty (30) days immediately preceding the date of the holiday, in the employee's latest period of employment; or,
- (c) while on a leave of absence unless the employee is entitled to wages for at least fifteen (15) days in the thirty (30) day period immediately preceding the date of the holiday.

### **Float Holiday**

C3.05 An employee will be entitled to one paid Personal Float Day per year. Provided fourteen (14) days' written notice is given to the immediate manager, an employee may take the Personal Float Day at a time mutually agreeable to the Company and the employee.

An employee will receive payment for the Personal Float Day in accordance with section C3.03.



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

- C3.06 When an employee is scheduled to work on a holiday referred to in section C3.01, the employee will be paid a premium of one-half ( $\frac{1}{2}$ ) times the employee's basic hourly rate of pay for each basic hour worked in addition to any holiday pay to which the employee may be entitled.

## **ARTICLE C4 – ANNUAL VACATIONS**

### **Vacation Entitlement**

#### **Effective for the 2012 vacation year:**

- C4.01 An employee in the year of engagement or re-engagement will be entitled to 4% of eligible earnings for that calendar year in lieu of vacation with pay for that year. This shall be paid to the employee by April 30 of the following year.
- C4.02 An employee, in the years subsequent to the year of engagement or re-engagement, shall be entitled to:
- (a) 10 days of vacation and 4% of eligible earnings in each calendar year, if the employee has less than six (6) years of service; or,
  - (b) 15 days of vacation and 6% of eligible earnings in each calendar year, if the employee has six (6) years' of service or more.
- C4.03 (a) In awarding vacations no deduction shall be made when absence or leave of absence in the calendar year is due to:
- (i) sickness or accident of twelve (12) weeks or less;
  - (ii) maternity leave of seventeen (17) weeks or less
- When the total absence for any cause, excluding up to seventeen (17) weeks' maternity leave, exceeds the periods identified above, the vacation entitlement for that calendar year shall be pro-rated to the time worked in that calendar year.
- (b) Any deduction of vacation in accordance with the provisions of subsection C4.03(a) which exceeds an employee's remaining current calendar year's vacation entitlement will be deducted from the employee's vacation entitlement in the subsequent calendar year.

### **Vacation Scheduling**

- C4.04 Vacation scheduling will be by associated work group. Management, prior to the posting of the vacation schedule, will determine the associated work group.
- C4.05 An employee may split vacation entitlement into one or more vacation periods. With the approval of management, vacation periods may be split into increments of less than one week.
- C4.06 An employee will select vacation periods in order of seniority, however, only one vacation period will be selected by seniority until all employees on the vacation schedule have selected one period.

Subsequently, all employees who have vacation remaining to be scheduled will select in order of seniority for a second vacation period and again for subsequent periods until all vacations are chosen.

C4.07 Employees shall select their vacation, subject to the provisions of sections C4.04 to C4.06 inclusive, as follows:

- (a) During the period from October 1 to November 15 for vacation in the first four (4) months of the upcoming vacation year. Selections for the first four (4) month period need not be the employee's first choice.
- (b) During the period from February 1 to March 15 for vacation during the last eight (8) months of the current vacation year.

Any vacation for the current vacation year that has not been scheduled by an employee as of March 15 may be scheduled by management.

C4.08 If an employee who has approved vacation scheduled transfers, the Company will honour this scheduled vacation.

C4.09 The approved vacation schedules will be posted within the work locations of the affected employees. At the discretion of management these schedules may be posted electronically.

C4.10 Any changes to the vacation schedule after March 15 shall be made on a first come, first served basis and are subject to mutual agreement between the employee and management.

C4.11 When a holiday is observed on a normal working day within an employee's annual vacation, the employee may elect one of the following:

- (a) one (1) additional day's vacation subject to mutual agreement with the employees manager prior to taking of the vacation; or,
- (b) by mutual agreement with the employee's manager, a day off at another time of the year.

C4.12 Except under special arrangement with management, vacations for different vacation years will not be cumulative, nor taken consecutively.

#### **General**

C4.13 Notwithstanding the amount of vacation pay that an employee has received in accordance with section C4.02, when 4% (or 6% after six (6) years' service) of the employee's eligible earnings in the vacation year January 1 to December 31 exceeds the total amount of the vacation paid to the employee for the vacation to which the employee was entitled in that year, any excess shall be paid to the employee by April 30 of the following year.

- C4.14 (a) An employee leaving the Company's employ will be paid all outstanding vacation pay up to and including the last day of work.
- (b) In the event that the amount already paid to an employee leaving the Company's employ exceeds the amount of vacation pay to which the employee was entitled in accordance with section C4.02, the amount so owing shall be deducted from the employee's last pay.

### **ARTICLE C5 – HOURS OF WORK AND SCHEDULING**

#### **Definitions**

C5.01 **Basic Hours of Work Per Day and Per Week** – means the number of hours of work per day and per week as established in this Article for a Term employee exclusive of overtime hours

which are dealt with in Article C6.

### **Basic Hours of Work**

- C5.02 (a) The maximum basic hours of work per day, exclusive of overtime hours, for a Term employee will be 7 hours divided into two (2) sessions. The maximum basic hours of work per week, exclusive of overtime hours, for a Term employee will be 35 hours over one (1) week or 70 hours over two (2) weeks.
- (b) The Company will determine and establish the hours of work per day and per week for all employees. While these hours may vary, the basic hours worked by an employee will not be greater than the basic hours of work established in subsection C5.02(a).
- (c) An employee shall not be required to work less than four (4) basic hours of work on any day that the employee is required to work.
- (d) No employee shall, without the employee's consent, be required to work more than ten (10) consecutive shifts.
- C5.03 (a) Split shifts shall not extend beyond a twelve (12) hour period and shall not commence before 6:00 a.m. and not end later than 9:00 p.m.
- (b) A shift shall be considered split if more than one (1) hour elapses between sessions.

### **Meal and Relief Periods**

- C5.04 (a) An employee will be granted meal and relief periods during basic hours of work shifts in accordance with the table shown in subsection C5.04(b).
- (i) Meal periods are unpaid and not included in the calculation of the basic hours of work and, except for split shifts, shall be for a minimum of one-half ( $\frac{1}{2}$ ) hour and a maximum of one (1) hour as determined by management. However, except for split shifts, meal periods shall be one-half ( $\frac{1}{2}$ ) hour for Afternoon shifts ending after 9:00 p.m., Night shifts, Saturday, Sunday and Holiday shifts.
- (ii) Relief periods are paid and included in the calculation of the basic hours of work. The responsible manager in each location may designate times during which relief periods may be taken.
- (b) Relief and meal periods granted to an employee shall be in accordance with the following shift lengths:

Shift Length	Unpaid Meal Period	Paid 15 Minute Relief Period
6 hours up to and including 7 hours	1	2
More than 4 hours and less than 6 hours	1	1
3 hours up to and including 4 hours	-	1

## **Work Schedules**

- C5.05 An employee may be required to work a shift on any day of the week, as determined by the Company to meet service requirements.
- C5.06 An employee will be paid a split shift differential of \$4.50 for each complete seven (7) hour split shift worked.

## **ARTICLE C6 – OVERTIME**

### **Definitions**

- C6.01 **Overtime** – means the hours worked in excess of the maximum basic hours of work per day and per week established for Term employees in accordance with Article C5 of this Appendix.

Overtime hours are hours worked:

- (a) after working 7 basic hours of work in a day, or
- (b) in excess of working 35 basic hours in a week.

### **Overtime Requirements**

- C6.02 Overtime requirements shall be met with qualified volunteers.

### **Payment for Overtime Worked**

- C6.03 Payment for all overtime worked will be at one and one-half (1½) times the employee's basic hourly rate of pay for the hours worked.

### **Other**

- C6.04 An employee working overtime will be granted relief and meal periods in accordance with subsection C5.04(b) of this Appendix.

## **ARTICLE C7 – GENERAL**

- C7.01 When there is a job opening for a Competitive Call Answer Agent, the vacancy may be filled by way of a canvass of Competitive Call Answer Agents – DA in the location of the vacancy. The Company will select the most suitable employee based on its assessment of skills, qualifications, experience, aptitude, seniority and satisfactory performance in the employee's current position of the applicants being considered. In the event there are no suitable candidates, the Company may fill the job opening as it deems appropriate.
- C7.02 A Term employee may apply for a job posting in accordance with the provisions of Appendix A of this Agreement.
- C7.03 An employee's written request to change their work location will be considered and may be granted at the discretion of and at no cost to the Company.

### **Taxi Transportation**

- C7.04 An employee whose shift starts or ends between 11:00 p.m. of one day and 5:45 a.m. of the following day shall, if they so desire, be provided with taxi transportation, or an equivalent means of transportation of the Company's choosing, as follows:

- to work, for shifts that start between the above hours,
- from work, for shifts that end between the above hours.

The transportation provided will be to or from, as applicable,

- (a) the employee's usual place of residence if such residence is no more than sixteen (16) km beyond the recognized municipal limits of the municipality where the employee's headquarters is located, or
- (b) a point sixteen (16) km beyond the said municipal limits if their usual place of residence is beyond that distance.

Where geographic conditions indicate a different demarcation of boundaries than outlined above, such demarcation may be established locally by the Company.

## ARTICLE C8 – LAY-OFFS

- C8.01 When economic conditions or loss of a customer necessitate the reduction of employees within Competitive Operator Services by at least 10% in any four (4) week period, the Company will terminate the employment of employees by inverse order of seniority within the affected office, except where employees with specific skills or linguistic abilities need to be retained for customer service.

## ARTICLE C9 – PAY PROVISIONS FOR EMPLOYEES ABSENT FROM DUTY

- C9.01 **Jury Duty** – an employee called for jury duty is allowed time off with pay from scheduled basic hours during the period of jury service. Absences in excess of one week will require special decision. Any jury duty fees received, other than for expenses (i.e. meals, transportation, etc.), are to be returned to the Company.
- C9.02 **Court Witness** – an employee acting as a witness under subpoena is allowed time off with pay from scheduled basic hours during such absence. An employee acting as a voluntary witness is not paid for such absence.
- C9.03 **Elections** – an employee eligible to vote shall be allowed sufficient time off with pay from scheduled basic hours to meet legal requirements for voting purposes. Where an employee is registered to vote in a locality other than where they are working, the provisions of the applicable legislation governing the specific municipal, provincial or federal election shall apply. Where possible, such employees will be encouraged to vote at advance polls.
- C9.04 **Death in the Family** – an employee may be allowed time off with pay from scheduled basic hours for any necessary period of absence not exceeding one (1) week, occasioned by the death in the immediate family. The period of absence from duty will not normally exceed three (3) working days, except when the employee is obliged to leave town or where an employee is charged with the responsibility of making funeral arrangements.

The term "immediate family" includes mother, father, spouse (including common-law), sister, brother, son, daughter, mother-in-law, father-in-law, grandfather, grandmother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, granddaughter, grandson and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

- (a) Additional days off may be granted as circumstances necessitate, at the discretion of the immediate manager, in the event of the death of a father, mother, spouse, son or

daughter.

- (b) Should a holiday fall during a period of bereavement leave, the day shall be paid as holiday pay and will not extend the bereavement leave.
- (c) Bereavement occurring during an employee's vacation period shall extend the vacation by the amount of days allowed for bereavement leave in accordance with the foregoing.

C9.05 **Medical Examination** – when it is necessary for an employee during working hours to visit a doctor, clinic or hospital for an examination at the Company's request or to report to the Company's Medical Department, the employee shall be allowed time off with pay for necessary absence from duty from scheduled basic hours.

For other medical or dental examinations or treatment, the employee shall be granted time off without pay from scheduled basic hours, subject to reasonable notice being given to their immediate manager.

C9.06 **Quarantine** – an employee shall be allowed time off with pay from scheduled basic hours during a period of quarantine.

## **ARTICLE C10 – CUMULATIVE TIME OFF (CTO) BANK**

C10.01 The Company will contribute, on behalf of an employee who has completed 1100 basic hours of work in Competitive Operator Services, \$0.35 per hour for each basic hour worked in that quarter, to a Cumulative Time-Off (CTO) bank. Contributions will be made at the end of each subsequent quarter, subject to the following:

- (a) Accumulated CTO contributions exceeding the equivalent of 56 hours at the employee's basic hourly rate will be paid to the employee in the first quarter of the subsequent year.
- (b) An employee, who is absent due to illness from a scheduled shift or portion of a shift, may request to be paid during such absence from the CTO bank to the maximum in the employee's bank.
- (c) An employee may request to have the available balance in the employee's CTO bank paid out at anytime.

The balance of an employee's CTO bank will be paid out when the employee is no longer covered by the terms of this Appendix.

## ATTACHMENT C-1

### WAGE SCHEDULES

*Note: Basic rates of pay and wage progression intervals will be as identified below. An employee will progress from one step to the next step when the employee has worked the basic hours in Competitive Operator Services as shown in the following wage schedules:*

#### Wage Schedule 1 – Competitive Call Answer Agent-DA

HOURLY RATES						
Step	Regular Hours Worked	Effective				
		July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	0 to 1100	\$13.46	\$13.73	\$14.00	\$14.28	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2*	1101 to 2200	\$13.46	\$13.73	\$14.00	\$14.28	
3*	2201 to 3300	\$13.88	\$14.16	\$14.44	\$14.73	
4*	3301 to 4400	\$14.25	\$14.54	\$14.83	\$15.13	
5*	4401 to 5500	\$14.71	\$15.00	\$15.30	\$15.61	
6*	5501 to 6600	\$15.12	\$15.42	\$15.73	\$16.04	
7*	6601 to 7700	\$15.43	\$15.74	\$16.05	\$16.37	
8*	7701 to 8800	\$15.92	\$16.24	\$16.56	\$16.89	
9*	8801 to 9900	\$16.39	\$16.72	\$17.05	\$17.39	
10*	9901 and over	\$16.93	\$17.27	\$17.62	\$17.97	

*\*plus \$0.35/hr to CTO bank in accordance with the provisions of section C10.01*

#### Wage Schedule 2 – Competitive Call Answer Agent

HOURLY RATES						
Step	Regular Hours Worked	Effective				
		July 1, 2011	July 1, 2012	July 1, 2013	July 1, 2014	July 1, 2015
1	0 to 1100	\$14.71	\$15.00	\$15.30	\$15.61	The Wage Schedule in effect on June 30, 2015 will be increased by 2.5%.
2*	1101 to 2200	\$14.71	\$15.00	\$15.30	\$15.61	
3*	2201 to 3300	\$15.12	\$15.42	\$15.73	\$16.04	
4*	3301 to 4400	\$15.43	\$15.74	\$16.05	\$16.37	
5*	4401 to 5500	\$15.92	\$16.24	\$16.56	\$16.89	
6*	5501 to 6600	\$16.39	\$16.72	\$17.05	\$17.39	
7*	6601 to 7700	\$16.93	\$17.27	\$17.62	\$17.97	
8*	7701 to 8800	\$17.52	\$17.87	\$18.23	\$18.59	
9*	8801 to 9900	\$18.05	\$18.41	\$18.78	\$19.16	
10*	9901 and over	\$18.71	\$19.08	\$19.46	\$19.85	

*\*plus \$0.35/hr to CTO bank in accordance with the provisions of section C10.01*

## MEMORANDA OF AGREEMENT

Lump Sum Payment.....	105
Performance Bonus Program (Appendix A – West and Appendix C – Competitive Operator Services) .....	106
Performance Bonus Program (Appendix B – East) .....	107
Compensation Adjustments (Appendix B – East) .....	108
Commission/Incentive Pay Plans.....	109
Market Based Competitive Compensation.....	110
Pay Equity .....	111
Pension Plan for Employees in British Columbia.....	112
Benefits (Appendix A – West) .....	115
Team TELUS Flex Benefits (Appendix B – East) .....	117
Benefits (Appendix C – Competitive Operator Services).....	118
Operator Services .....	119
Mergers, Acquisitions and Divestitures.....	120
Voluntary Severance Programs .....	121
Voluntary Severance Programs – Potential Impact on the Telecommunications Workers Pension Plan (TWPP) .....	122
Compressed Work Week .....	123
Averaging Hours of Work .....	126
TELUS Retail Stores Organizations.....	128
Go East Application.....	129
Collective Agreement Terms Applicable to Employees Added to Bargaining Unit Mid-Contract .....	130
Benefit and Retirement Plans Transition .....	133
Transition Issues .....	135



## MEMORANDUM OF AGREEMENT

### LUMP SUM PAYMENT

An employee, on the active payroll of the Company on November 20, 2010 and who has remained continuously employed (i.e., no break in Company service) and is on the active payroll of the Company on the effective date of the Collective Agreement, shall be entitled to a lump sum payment in accordance with the provisions of this Memorandum of Agreement.

LUMP SUM PAYMENT	
Regular full-time employees; Regular part-time, Temporary and Term employees working more than 50% of full-time hours*	\$400.00
Regular part-time, Temporary and Term employees working 50% or less of full-time hours*	\$200.00

*\* Based on basic hours worked during the period from November 20, 2010 to May 28, 2011*

The lump sum payment will be made within thirty (30) days of the effective date of the Collective Agreement. The lump sum payment will be included as eligible basic earnings for purposes of payments made under the Performance Bonus program or as eligible compensation for contributions to the TELUS Employee Share Plan.

The lump sum payment will be subject to the provisions of Article 6 related to Dues Deductions.

## **MEMORANDUM OF AGREEMENT**

### **APPENDIX A – WEST AND APPENDIX C – COMPETITIVE OPERATOR SERVICES PERFORMANCE BONUS PROGRAM**

The Performance Bonus Program enables eligible TELUS team members to share in the Company's success. It is designed to focus team member attention on the importance of achieving organizational success, annual business goals and a high level of personal performance, and reinforces the relationship between them. By linking a component of pay to business success, team members are able to share in the risks and rewards of running the business.

The program, as determined by TELUS, is subject to modification at management's discretion to better reflect corporate goals and business developments and may include an individual component. Information concerning the program may be found on the TELUS intranet.

Subject to the program's targets being achieved, an eligible employee will receive a potential payout based on a target percentage of the employee's eligible basic earnings as determined by the plan. The target percentage for all team members is 5%.

Notwithstanding the above, the target percentage will be a minimum of 6% for the following job titles:

- Business Sales Representative (Attachment A-7, Wage Schedule 2)
- Sales Representative, Telemarketing (Attachment A-7, Wage Schedule 3)

The target percentage may be increased, at management's discretion.

The payout schedule will be as determined by the program for that year.

Performance Bonus payments will be subject to the provisions of Article 6 related to Dues Deductions.

## **MEMORANDUM OF AGREEMENT**

### **APPENDIX B – EAST PERFORMANCE BONUS PROGRAM**

The Performance Bonus Program enables eligible TELUS team members to share in the Company's success. It is designed to focus team member attention on the importance of achieving organizational success, annual business goals and a high level of personal performance, and reinforces the relationship between them. By linking a component of pay to business success, team members are able to share in the risks and rewards of running the business.

The program, as determined by TELUS, is subject to modification at management's discretion to better reflect corporate goals and business developments and may include an individual component. Information concerning the program may be found on the TELUS intranet.

Subject to the program's targets being achieved, an eligible employee will receive a potential payout based on a target percentage of the employee's eligible basic earnings as determined by the program. Annual target percentages currently range from 5% to 20%, at management's discretion.

Target percentages may be increased, at management's discretion.

The payout schedule will be as determined by the program for that year.

Performance Bonus payments will not be subject to the provisions of Article 6 related to Dues Deductions.

## **MEMORANDUM OF AGREEMENT**

### **APPENDIX B – EAST COMPENSATION ADJUSTMENTS**

Unless otherwise specifically addressed under the terms of the Collective Agreement, compensation administration for employees covered by Appendix B will continue in accordance with usual practices. In addition, the Company retains its right to modify or amend compensation administration policies at its discretion.

To ensure that the total compensation (basic hourly rates and/or performance bonus target percentages) provided under Appendix B remains competitive, TELUS reserves its rights to make adjustments to the total compensation for certain job titles, at its discretion, over the term of the Collective Agreement. This discretion does not extend to the annual base wage increases to the wage schedules in Appendix B as negotiated with the Union.

## **MEMORANDUM OF AGREEMENT**

### **COMMISSION/INCENTIVE PAY PLANS**

The parties acknowledge that the Company has, from time to time, implemented Commission/Incentive Pay Plans which promote and support the achievement of the Company's business goals and recognize individual and team contributions.

The parties acknowledge that the Company retains its right to establish, modify and/or discontinue Commission/Incentive Pay Plans in response to changing business requirements or changing market conditions.

## **MEMORANDUM OF AGREEMENT**

### **MARKET BASED COMPETITIVE COMPENSATION**

It is in the mutual interests of both the Company and the Union to ensure that the Company is able to attract and retain the skilled resources necessary to meet its demands of service.

The parties agree that where, at the Company's discretion, new or scarce skill sets or other market conditions necessitate the payment of additional compensation beyond that which is provided for under the Collective Agreement in order to attract or retain an employee, the Company will seek input from the Union on the situation which the Company feels warrants such action prior to its implementation.

It is understood that this additional compensation may, at the Company's discretion, include:

- the payment of one or more lump sums, subject to conditions as determined by the Company;  
or
- the payment of a basic rate of pay above the applicable maximum rates. The Company further commits that, in this situation, an employee's basic rate of pay will not be reduced provided that employee remains performing the same function for which the above scale compensation was awarded.

## MEMORANDUM OF AGREEMENT

### PAY EQUITY

WHEREAS the Telecommunications Workers Union ("TWU") filed an application with the Canadian Human Rights Commission ("CHRC") that was assigned CHRC file X00602 and is commonly known as the "Pay Equity Complaint";

AND WHEREAS in order to promote sound and constructive labour relations, in the previous round of bargaining the Company and the TWU agreed that TELUS would establish a pay equity fund of ten (10) million dollars, which was paid out;

AND WHEREAS in consideration for the establishment of that fund, the TWU withdrew and discontinued the Pay Equity Complaint and agreed that any matters covered by the complaint or otherwise related to pay equity should not be the subject of any ruling or determination during the term of that Collective Agreement;

AND WHEREAS in light of agreements made during these negotiations relating to compensation, the parties wish to ensure that no further proceedings relating to pay equity are commenced during the term of this Collective Agreement;

AND WHEREAS in order to promote sound and constructive labour relations and achieve these goals, the Company and the TWU would like to continue the previous agreement for the term of this Collective Agreement;

NOW THEREFORE, the Company and the TWU agree as follows:

1. The TWU agrees that during the term of this Collective Agreement, the issues and allegations raised in the Pay Equity Complaint will not be the subject of any proceedings brought by the TWU before the CHRC or in any other forum;
2. The TWU agrees in particular that during the term of this Collective Agreement, it will take no proceedings before the CHRC or in any other forum the purpose or effect of which would be to seek compensation that was or could have been the subject of the Pay Equity Complaint;
3. The parties agree that no further or other complaint or proceedings of any kind shall be brought or supported by either party in respect of any allegation of sex discrimination in any wages, as defined in section 11(7) of the Canadian Human Rights Act, including the negotiated and agreed to rates of pay which are set out in this Collective Agreement and are applicable to all bargaining unit employees throughout the TWU's bargaining unit across the country, for the duration of this Collective Agreement.
4. In order to give effect to the objectives of this Memorandum of Agreement, the Parties agree to act in good faith and to cooperate fully with each other.

## MEMORANDUM OF AGREEMENT

### PENSION PLAN FOR EMPLOYEES IN BRITISH COLUMBIA

#### TELECOMMUNICATION WORKERS PENSION PLAN

The following only applies to Regular and Temporary employees hired in the Province of British Columbia.

##### A. Basic Plan

The terms and provisions of the Basic Plan as it relates to Pension benefits shall be provided for under the terms of the amalgamated Plan and Trust in accordance with the Agreement made as of December 31, 1983.

##### B. Telecommunication Workers Pension Plan

- I. The amalgamated Plan and Trust shall be operated and administered by a Board of eight (8) Trustees, four (4) to be named by the Company and four (4) to be named by the Union.
- II. The Plan document and Trust Agreement with respect to the Telecommunication Workers Pension Plan shall be further amended and altered as is required to be consistent with this Collective Agreement.
- III. Commencing with and for the duration of the current Collective Agreement between the Union and the Company and any renewals or extensions thereof, it is agreed that the following contributions shall be made to the Telecommunication Workers Pension Plan:
  - (a) By each Regular Bargaining Unit employee or Temporary Bargaining Unit employee who is covered by the Plan, a percentage of their gross earnings received from the Company by payroll deduction. The percentage applicable to the employee shall be as follows:

Age Last Birthday	Percentage
Less than 30	3%
30 or more but less than 40	4%
40 or more but less than 50	5%
50 or more	6%

Changes in employee deductions shall be effective the first day of the pay period in which they become 30, 40 and 50.

- (b) By the Company, 10.00% of the bargaining unit employees' gross earnings who are members of the plan.

Gross earnings shall be defined as wages, incentive payments, differentials, overtime and premium time. Payments made under the Performance Bonus program will be included.

It is understood that bargaining unit employees shall be eligible and shall become participants in the Plan and Fund and shall commence making contributions to the Fund only after they have become Regular employees. In addition, Temporary bargaining unit employees shall be eligible and become participants in the Plan and as



provided in section C.

The Plan and Fund shall cover all Regular employees subject to the Collective Agreement, regardless of whether they are members of the Union. Also, the Plan and Fund shall cover all Temporary employees who become eligible and elect to participate in the Plan and Fund regardless of whether they are members of the Union.

Contributions, along with a list of the employees for whom they have been made and the amount of the employer contribution shall be forwarded by the Company to the Trust Company or other financial institution designated to receive these and shall do so not later than twenty-one (21) days after the close of the Company's normal four (4) week accounting period. This listing shall be prepared in alphabetical order and shall show for each employee the amount of their required contribution, and the amount of their voluntary contribution, if any.

Within sixty (60) days from the end of each calendar year the Company shall provide a certified statement from an Officer of the Company as to the amount of the bargaining unit employees' total gross earnings upon whose behalf contributions were made.

As the provisions of the Telecommunication Workers Pension Plan make provision for the employees to make voluntary contributions to this Plan the Company shall cooperate in administering this provision by taking payroll deductions; changing the deductions as from time to time permitted by the Plan.

- IV. It is agreed and understood that the Telecommunication Workers Pension Plan shall not require the Company to guarantee the benefits or assure the solvency of the amalgamated Fund.
- V. With respect to the amalgamated Fund the Trustees shall provide to the Union and the Company (a) complete copies of all actuarial valuation reports prepared by the actuary; (b) a financial statement at the end of each Plan year showing:
  - i. contributions made to the Fund by the Company.
  - ii. contributions made to the Fund by the Employee.
  - iii. total benefits paid from the Fund.
  - iv. investment income (interest, dividends and realized and unrealized capital gains or losses).
  - v. the amount of the assets at the beginning and end of each Plan year at book and market values and a description of the assets held.
  - vi. expenses paid from the Fund.

#### **C. Temporary Employees Participation in the TWPP**

- I. Temporary employees who have had gross earnings from the Company in each of the preceding two calendar years which exceeded 35% of the Year's Maximum Pensionable Earnings limit for such calendar year under the Canada Pension Plan shall be eligible to become participants in the Plan.
- II. Temporary employees eligible for participation shall have up to April 30 of that year to evidence their decision to join the Plan by completing all of the forms necessary to effect participation in the Plan. When such an employee elects to participate in the Plan he must continue to participate on the same basis as applies to Regular employees.
- III. The Company will identify the Temporary employees eligible to join the Plan before March 1 of the calendar year and the union or Plan Administrator will provide to such employees all booklets, forms, etc. which are needed or must be completed to effect participation in the Plan.

**D. General**

- I. It is intended that the amalgamated Plan can and will continue to be registered under the Income Tax Act and the Federal Pension Benefits Standards Act.
- II. All reasonable expenses incurred in the operation of the amalgamated Plan shall be paid for from the assets of the Plan including the cost of administration.
- III. Interplan transfer agreements may be effected with the Company and any of the subsidiary or associated companies of either or with other Boards of Trustees of pension plans covering employees of the Company or subsidiary or associated companies in British Columbia.

## MEMORANDUM OF AGREEMENT

### APPENDIX A – WEST BENEFITS

#### REGULAR EMPLOYEES:

It is agreed and understood that Regular full-time and Regular part-time employees covered by Appendix A will be eligible to participate in the following benefit plans:

#### **Sickness or Non-Occupational Accident Disability Absence**

1. An employee who is unable to work because of sickness or non-occupational accident is eligible for short term disability benefits as provided for under the terms and conditions of the short term disability plan provided the employee's absence meets the plan requirements, in accordance with the following:

Years of Service	Days at 100%	Days at 70%
0 - 3 months	Nil	Nil
4 months to 2 years	10	120
3 years to 5 years	25	105
6 years to 10 years	75	55
11 years to 15 years	100	30
16 years and over	130	Nil

2. The Company agrees to expedite the payment of short term disability benefits providing the employee has followed the established claim procedures and the required documents have been received by the Company. Under normal conditions, the employee's short term disability benefits payments will appear on their regular pay.
3. An eligible employee will receive payment under the plan for the first two (2) weeks of absence pending receipt of the required medical documentation.

#### **Provincial Health Benefits**

1. (a) For employees covered by Appendix A who are enrolled or become enrolled in the applicable Provincial Health Plan (British Columbia Medical Services Plan or Alberta Health Care Insurance Plan), the Company will pay 75% of the premium.  
  
(b) If the above-referenced provincial plan's premium based funding arrangement is modified or the plan is funded through a different method (e.g. a payroll tax), paragraph (a) will be modified by the parties to reflect the necessary changes. In that event, the parties will negotiate any required changes to ensure that the cost sharing percentage provided in paragraph (a) (i.e. 75% Company and 25% employee) is maintained.

#### **Extended Health Benefits**

1. The Company will pay 75% of the applicable Extended Health Benefits premium.
2. The Company will continue to pay its share of the premiums on behalf of employees absent through sickness, accident or on a Maternity Leave, Parental Leave or Compassionate Care Leave. No premiums will be paid by the Company on behalf of an employee on leave of absence in excess of one (1) month for any other cause.

### **Dental Plan**

1. The Company will pay 90% of the applicable premium to provide a Dental Plan.
2. The Company will continue to pay its share of the premiums on behalf of employees absent through sickness, accident or on a Maternity Leave, Parental Leave or Compassionate Care Leave. No premiums will be paid by the Company on behalf of an employee on leave of absence in excess of one (1) month for any other cause.

### **Life and Long Term Disability Insurance Plans**

1. The Company will pay 100% of the premiums for:
  - (a) A primary employee life insurance plan of one (1) times annual salary.
  - (b) A long term disability insurance plan.
2. The Company will also make available an optional life and accident insurance plan. The employee will pay the full cost of any optional coverage selected.

### **TEMPORARY EMPLOYEES:**

1. For Temporary employees covered by Appendix A, commencing with the first pay period following the completion of nine (9) months of continuous service, the Company shall pay into a Health Spending Account, an amount that is calculated as 5% of the employee's basic earnings in each pay period, to a maximum of \$1,200.00 in each calendar year of continuous service. For all Temporary employees with nine (9) months of continuous service or more covered by Appendix A who are enrolled or become enrolled in the applicable Provincial Health Plan (British Columbia Medical Services Plan or Alberta Health Care Insurance Plan), the Company will pay 50% of the premium.
2. If the above-referenced provincial plan's premium based funding arrangement is modified or the plan is funded through a different method (e.g. a payroll tax), paragraph 1 will be modified by the parties to reflect the necessary changes. In that event, the parties will negotiate any required changes to ensure that the cost sharing percentage provided in paragraph 1 (i.e. 50% Company and 50% employee) is maintained.

## **MEMORANDUM OF AGREEMENT**

### **APPENDIX B – EAST TEAM TELUS FLEX BENEFITS**

It is agreed and understood that Regular full-time and Regular part-time employees covered by Appendix B will participate in the Team TELUS Flex Benefits plan as it is described on the TELUS intranet ("Team TELUS Flex Benefits Manual – For regular full-time and regular part-time team members covered by Appendix B of the collective agreement with the TWU"). In addition, Temporary employees covered by Appendix B will continue to participate in the Team TELUS Flex Benefits plan as it is described on the TELUS intranet ("Team TELUS Flex Benefits Manual – For temporary team members covered by Appendix B of the collective agreement with the TWU").

At least 30 days prior to modifying the Team TELUS Flex Benefits Plans as those apply to employees covered by Appendix B of the Collective Agreement, the Company will inform the Union of the changes to be implemented.

## MEMORANDUM OF AGREEMENT

### APPENDIX C – COMPETITIVE OPERATOR SERVICES BENEFITS

1. **For the calendar year 2011:**

In lieu of benefits, an employee occupying the job title of:

- (a) Competitive Call Answer Agent – DA will be paid 5% of the employee's gross earnings; or,
- (b) Competitive Call Answer Agent will be paid 7% of the employee's gross earnings

2. **Effective January 1, 2012:**

- (a) For Term employees covered by Appendix C, commencing with the first pay period following the completion of nine (9) months of continuous service, the Company shall pay into a Health Spending Account, an amount that is calculated as 5% of the employee's basic earnings in each pay period, to a maximum of \$1,200.00 in each calendar year of continuous service. For all Term employees with nine (9) months of continuous service or more covered by Appendix C who are enrolled or become enrolled in the British Columbia Medical Services Plan, the Company will pay 50% of the premium.
- (b) If the above-referenced provincial plan's premium based funding arrangement is modified or the plan is funded through a different method (e.g. a payroll tax), paragraph (a) will be modified by the parties to reflect the necessary changes. In that event, the parties will negotiate any required changes to ensure that the cost sharing percentage provided in paragraph (a) (i.e. 50% Company and 50% employee) is maintained.

## **MEMORANDUM OF AGREEMENT**

### **OPERATOR SERVICES**

This Memorandum of Agreement reflects the discussion and agreement between the parties related to the operator services function (Appendix A provisions applicable to Retail Operator Services – West and Appendix C – Competitive Operator Services).

The use of the terms 'Operator Services traffic' or 'operator services' in this Memorandum of Agreement is meant to refer to both Retail Operator Services and Competitive Operator Services unless specified otherwise.

#### **General**

1. Operator Services traffic may be routed, as determined by the Company, to be performed in any operator services office covered under either Appendix A or C by a Call Answer Agent, Competitive Call Answer Agent-DA or Competitive Call Answer Agent. It is understood that this routing of Operator Services traffic does not change any term and condition of employment (including compensation) which applies to an employee in any of the job titles covered under Attachment A-9 of Appendix A or section C1.01 of Appendix C of the Collective Agreement with the exception that an employee in a job title under Attachment A-9 of Appendix A must sign a Non-Disclosure Agreement as a condition of employment.
2. It is agreed that an employee in either a Call Answer Support Agent or Customer Service Agent job title (Attachment A-9 of Attachment A) may handle Operator Services traffic as required by the Company.
3. It is agreed that French language Operator Services traffic is not performed by members of the bargaining unit. This work is currently being performed by the SQET bargaining unit.
4. The practice of shift "coverage" (as addressed in the Peter Cameron arbitration award dated October 16, 2007) will continue up to December 31, 2012, and during this transition period will apply only to Call Answer Agents in Wage Schedule 1 of Attachment A-9. The parties agree that effective January 1, 2013 the practice of shift "coverage" will be terminated.

#### **Transition of Employees in the Call Answer Agent Job Title from Appendix A to Appendix C:**

1. Effective January 1, 2013, the job title Call Answer Agent and Wage Schedule 1 (from Attachments A-9 and A-10, respectively) will be deleted from Appendix A and deemed to be included in section C1.01 and Attachment C-1. All terms and conditions of employment associated with Appendix C shall apply to employees occupying the Call Answer Agent job title, with the following exceptions:
  - (a) Notwithstanding the provisions of section 2.04 of the Collective Agreement, the employee will retain their Regular full-time or Regular part-time category of employment. Entitlements to Personal Days Off (Article 15) and eligibility to participate in the benefit plans (as provided for under the Memorandum of Agreement – Appendix A – West Benefits) will be maintained.
  - (b) A Call Answer Agent will be grandfathered and frozen as of December 31, 2012, with respect to their vacation entitlement for the purposes of Article C4 – Vacations.
  - (c) Article C10 – CTO Bank shall not apply to these Regular employees.
2. After the effective date of the Collective Agreement but prior to December 31, 2012, a Call Answer Agent may elect to leave the Company with a separation package as provided for under the Memorandum of Agreement – Voluntary Severance Programs as an alternative to being moved to Appendix C.

## **MEMORANDUM OF AGREEMENT**

### **MERGERS, ACQUISITIONS AND DIVESTITURES**

1. After the completion of any merger, acquisition or divestiture, the Company agrees to provide notice to the Union of any such merger, acquisition, or divestiture, coincidental with the announcement being released to the public domain.
2. Where appropriate, the Company and the Union agree to meet and discuss the possible impact of any merger, acquisition, or divestiture, on employees, and to review available options (which may include the offer of a voluntary severance program by the Company) to assist employees in the transition.



## **MEMORANDUM OF AGREEMENT**

### **VOLUNTARY SEVERANCE PROGRAMS**

The parties acknowledge that our industry continues to experience significant changes. The parties agree that voluntary separation and/or early retirement incentive programs are useful in assisting the Company as it makes staffing decisions.

Where the Company introduces a voluntary separation and/or early retirement incentive program the Company will review the details of the voluntary program with the Union prior to its introduction.

## **MEMORANDUM OF AGREEMENT**

### **VOLUNTARY SEVERANCE PROGRAMS – POTENTIAL IMPACT ON THE TELECOMMUNICATIONS WORKERS PENSION PLAN (TWPP)**

Under the Memorandum of Agreement – Voluntary Severance Programs, TELUS may develop and implement voluntary separation and/or early retirement incentive programs as necessary to assist the Company as it makes staffing decisions. The Voluntary Severance and/or early retirement incentive plan (ERIP) may be offered by the Company to Regular full-time and Regular part-time employees employed by TELUS Communications Inc. Only those employees in BC who qualify for early retirement with an unreduced pension in accordance with the terms of the Telecommunications Workers Pension Plan document based on their age and service as of their departure date will be eligible to participate in any ERIP.

Provided that the Trustees of the TWPP have taken and implemented the necessary actions to permit the early retirement of eligible affected employees through an ERIP offered by TELUS under the Memorandum of Agreement – Voluntary Severance Programs, TELUS requests that, in respect of employees that actually leave under voluntary separation and/or early retirement incentive programs (referred to as “departing employees”), the Trustees will cause the actuary to the TWPP to perform the following calculations:

1. The total actuarial liability for all departing employees based on actuarial methods and assumptions as per the January 1, 2008 actuarial report for the pension benefits the departing employees would have received from the plan if they had not accepted the terms of the Voluntary Severance Program offer. This actuarial liability will reflect retirement benefits that have been increased as a result of the terms of the Collective Agreement becoming effective.
2. Using the same actuarial methods and assumptions as per the January 1, 2008 actuarial report, the total actuarial liability for all departing employees on their date of departure based on the pension benefits the departing employees will actually receive from the plan.

If the actuarial liability in paragraph 2 above exceeds the actuarial liability in paragraph 1 above, then the Company will make a one-time contribution to the TWPP equal to this excess. Before the Company makes such a contribution the actuary to the TWPP shall submit its calculations to the Company for review and verification. Any dispute with respect to such contributions shall be referred for review and adjudication to an independent actuarial authority mutually agreed to by both the TWPP trustees and the Company. Should the parties be unable to mutually agree upon an independent actuarial authority, it is agreed that the parties will apply to the Supreme Court of British Columbia for the appointment of a qualified independent actuarial authority to hear this matter. In such case, the decision of this independent actuarial authority shall determine the contribution, if any, to be made by the Company to the plan.

## MEMORANDUM OF AGREEMENT

### COMPRESSED WORK WEEK

The parties agree that, notwithstanding the affected terms of this Collective Agreement, Compressed Work Week (CWW) arrangements may be implemented for employees who are covered by Appendices A and B of the Collective Agreement, subject to the following terms and conditions.

Where in this Memorandum of Agreement there is a reference to 7.5 hours, 37.5 hours, or 75 hours, in the case of employees covered by subsection B5.03(a)(i), it is understood that this will be read as 8 hours, 40 hours, or 80 hours respectively.

1. A CWW arrangement may be implemented, subject to business requirements, by mutual agreement between local management and the employees who are to participate. With the exception of the CWW arrangement covered under paragraph 14 of this Memorandum, employee participation is voluntary.
2. The basic hours of work per day provided in sections A5.03 and B5.03 will be varied to permit a CWW arrangement up to a maximum 12.5 hours.

For example, the basic hours of work may consist of:

- (a) 3 shifts of 9.5 hours and 1 shift of 9.0 hours in each week, or
- (b) 7 shifts of 9.5 hours and 1 shift of 8.5 hours over a 2 week period, or
- (c) 3 shifts of 12.5 hours in each week, or
- (d) other combinations which equal 75 basic hours over a 2 week period and do not exceed 12.5 basic hours per day.
- (e) for the National Network Reliability Centre identified in paragraph 14(c), 4 consecutive shifts of 11 hours in each 8 day period.

With the exception of the situation covered in paragraph (e) above, the basic hours worked over a 2 week period will not exceed 75 hours.

3. Other CWW arrangements which exceed 75 basic hours over a 2 week period or 12.5 basic hours per day may be agreed to by the parties within the general parameters outlined in this Memorandum of Agreement, where both a Labour Relations Consultant or designate for the Company and a Business Agent or designate for the Union approve such an arrangement.
4. The applicable terms and conditions of a CWW arrangement will be confirmed in a letter to the participating employees, and will include:
  - (a) the employees who are covered by the CWW arrangement,
  - (b) the particular CWW scheduling option that has been agreed to,
  - (c) the duration of the CWW arrangement, and
  - (d) the minimum period of participation in the CWW arrangement.
5. Once the minimum period in paragraph 4(d) has passed:
  - a CWW arrangement may be terminated by management with four (4) weeks' written

notice to the employees, or

- an employee may opt out of a CWW arrangement with four (4) weeks' written notice to management, and
  - in both cases the termination of the arrangement must coincide with the end of a pay period.
6. Holidays – subject to Article A3 and B3, employees on a CWW arrangement are eligible for holiday pay of 7.5 hours for each holiday listed in sections A3.01 and B3.01 and, in the case of Regular full-time employees, for the Float Holiday listed in section A3.03. The employee's work schedule for the pay period in which the holiday(s) occurs will be adjusted so that the basic hours worked in addition to the 7.5 hours credited for each holiday in the pay period is equal to a maximum of 75 hours in that pay period. If an employee works on a holiday the employee will be paid a premium of one (1) times the employee's basic hourly rate of pay for each basic hour worked on the holiday in addition to any holiday pay to which the employee may be entitled.
7. Work on Sundays (for employees covered by the provisions of Appendix A) – When a Regular full-time employee is required to work on a Sunday that is included in the employee's weekly schedule, a premium of one-half times the employee's basic hourly rate of pay will be paid for basic hours of work worked by the employee on the Sunday.
8. Vacations - Vacation entitlements will be taken in hours and paid based on hours. (Example: 20 days will be credited as  $20 \times 7.5 = 150$  hours of entitlement). Each day of vacation will be based on the number of hours comprising the basic hours of work per day for the applicable CWW option and the vacation hours taken will be deducted from the employee's vacation entitlement for the year.
9. Personal Days Off (PDO) – PDO entitlements will be taken in hours and paid based on hours. (Example: 3 PDOs will be credited as  $3 \times 7.5 = 22.5$  hours of entitlement). Each PDO will be based on the number of hours comprising the basic hours of work per day for the applicable CWW option and the PDO hours taken will be deducted from the employee's PDO entitlement for the year.
10. Sickness or Non-Occupational Accident Disability Absence ("Sickness Absence") – Employee absence due to sickness or non-occupational accident will be taken in hours and paid based on the employee's scheduled hours. (Example: An employee eligible for 10 days @ 100% is credited with 75 hours of Sickness Absence. An employee scheduled to work a 9.5 hour shift but who is absent because of illness will be paid for 9.5 hours from their Sickness Absence credits.) Employees will have their Sickness Absence credits re-established based on hours worked.
11. Death or Serious Illness in the Family - "... any necessary period of absence not exceeding one (1) week ...", as provided in Article A18 or Death in the Family – "...scheduled basic hours that occur during the five (5) days..." as provided in Article B11, will mean a maximum of 37.5 basic hours paid.
12. Relief and Meal Periods:

Shift Length	Unpaid Meal Period	Paid 15 Minute Relief Period
6 hours up to and including 11 hours	1	2
More than 11 hours	1	3

13. It is understood that occasionally an employee or group of employees on a CWW arrangement will be required to come off that arrangement for training purposes, a temporary transfer or assignment, special projects, or other business requirements. When this is necessary, the employee will be scheduled the basic hours of work per day for a minimum of five (5) working days.
14. Participation in the CWW arrangement is a requirement, subject to change by local management, for the following groups:
  - (a) computer operations employees currently covered by the Letter of Agreement re: ISM-BC – Compressed Work Week (Revised) dated February 4, 1997,
  - (b) National Broadcast Group,
  - (c) National Network Reliability Centre,
  - (d) National Business Delivery – when required to comply with a customer Service Level Agreement (SLA) or customer Contract,

In all other respects, this CWW arrangement is governed by the terms of this Memorandum of Agreement.

## MEMORANDUM OF AGREEMENT

### AVERAGING HOURS OF WORK

The parties recognize that fluctuations in working hours will occur from time to time throughout the year due to workload, operational requirements or demands of service. To address those situations, the parties agree to the following terms.

#### I. Averaging Maximum Hours of Work

1. The parties agree to average the hours of work, pursuant to sections 169 and 171 of the *Canada Labour Code*, in all of the Company's industrial establishments, due to the nature of the work, which necessitates irregular distribution of employees' hours of work.
2. An employee's maximum hours of work in a week will be calculated as an average over the averaging period.
3. The averaging periods will be:
  - December 26, 2010 to June 25, 2011 inclusive;
  - June 26, 2011 to December 24, 2011 inclusive;
  - December 25, 2011 to June 23, 2012 inclusive;
  - June 24, 2012 to December 22, 2012 inclusive;
  - December 23, 2012 to June 22, 2013 inclusive;
  - June 23, 2013 to December 21, 2013 inclusive;
  - December 22, 2013 to June 21, 2014 inclusive;
  - June 22, 2014 to December 20, 2014 inclusive;
  - December 21, 2014 to June 20, 2015 inclusive;
  - June 21, 2015 to December 19, 2015 inclusive;
  - December 20, 2015 to June 18, 2016 inclusive;
  - June 19, 2016 to December 17, 2016 inclusive;
  - and continuing in successive 26 week periods (13 pay periods).
4. This averaging of the hours of work arrangement will commence immediately upon implementation of this Collective Agreement.

#### II. Flexible Work Arrangement Program (FWAP)

1. The parties recognize that a FWAP enables the Company to better staff force to load and permits employees to receive banked time off during periods when the time off can be provided.

2. Notwithstanding any other provisions of the Collective Agreement, the Company will determine and establish the terms of the FWAP including the areas of the Company where a FWAP may be established, who may participate, etc. Where a FWAP is to be established the following principles will be followed:

- hours in excess of 37.5 per week will be banked between the start of the first pay period in July and the end of the first full pay period in December, of each calendar year;
- banked hours will be used between the start of the second full pay period in December, and the end of the pay period ending immediately before the Victoria Day holiday of the following year;
- employee participation in the program will be voluntary;
- the hours of work in any given week for participating employees will not exceed 48 hours except in the case of an emergency. Hours worked in excess of 48 hours due to an emergency will be compensated at double time;
- hours worked in excess of 37.5 basic hours per week to the 48 hour maximum will be banked at straight time;
- the maximum number of hours an employee may bank in a calendar year will not exceed 150 hours;
- participating employees will be eligible for summer vacation not to exceed two weeks during the period June through September inclusive for the duration of the program; and,
- in the event of a lay-off, any time banked will be paid out either in a lump sum or over the lay-off notice period.

## **MEMORANDUM OF AGREEMENT**

### **TELUS RETAIL STORES ORGANIZATIONS**

Notwithstanding any other provision in this Collective Agreement, the parties agree that all employees working in any TELUS retail stores organization are excluded from the bargaining unit.

Without limiting the generality of the foregoing, the parties agree that the bargaining unit excludes all employees employed in a TELUS retail store, including but not limited to employees performing work in the positions named in the Memorandum of Agreement – TELUS Mobility Retail Stores Organization East of Alberta in the former collective agreement, as those positions may be updated from time to time.

To this end, the parties agree that in any and all submissions and representations (whether oral or written), that either party may make to the Canadian Industrial Relations Board with respect to the exclusions from the bargaining unit in any proceeding, both parties will request and support the exclusion from the bargaining unit of all employees working in any TELUS retail stores organization.

The Union agrees and undertakes that it will not pursue representation rights or support any other union in pursuing representation rights for any employees employed in any TELUS retail stores organization during the term of the Collective Agreement, regardless of the jurisdiction in which the employees are located and regardless of whether the organization or its employment relationships are federally or provincially regulated.

The parties agree that this Memorandum of Agreement applies to any retail stores organization controlled by TELUS, regardless of the corporate entity operating the store or stores.



## **MEMORANDUM OF AGREEMENT**

### **GO EAST APPLICATION**

WHEREAS the Telecommunications Workers Union ("TWU") filed an application with the Canada Industrial Relations Board ("CIRB") dated November 12, 2002 that was assigned CIRB File No. 23352-C and is commonly known as the "Go East Application";

AND WHEREAS in order to promote sound and constructive labour relations, in the previous round of bargaining the Company and the TWU agreed that the Go East Application should be withdrawn, and that the issues and allegations raised in the Go East Application should not be the subject of any ruling or determination during the term of that Collective Agreement;

AND WHEREAS in order to promote sound and constructive labour relations, the Company and the TWU would like to continue that agreement for the term of this Collective Agreement;

NOW THEREFORE, the Company and the TWU agree as follows:

1. The TWU agrees that during the term of this Collective Agreement, the issues and allegations raised in the Go East Application will not be the subject of any proceedings brought by the TWU before the CIRB or in any other forum;
2. The TWU agrees in particular that during the term of this Collective Agreement, it will take no proceedings before the CIRB or in any other forum the purpose or effect of which would be to include within the bargaining unit any employees (including those performing sales functions) or employment positions (including those involving sales functions) that were the subject of the Go East Application, or that are substantially similar to those positions that were the subject of the Go East Application;
3. In order to give effect to the objectives of this Memorandum of Agreement, the Parties agree to act in good faith and to cooperate fully with each other.
4. This Memorandum of Agreement operates notwithstanding the terms of the Memorandum of Agreement – Dismissal or Withdrawal of Outstanding Proceedings.

## MEMORANDUM OF AGREEMENT

### COLLECTIVE AGREEMENT TERMS APPLICABLE TO EMPLOYEES ADDED TO BARGAINING UNIT MID-CONTRACT

WHEREAS, in order to promote sound and constructive labour relations, in the previous round of bargaining the Company and the TWU agreed to Memoranda of Agreement respecting the inclusion of employees into the bargaining unit during the term of the previous collective agreement;

AND WHEREAS during the term of this Collective Agreement groups of employees may be added to the bargaining unit by the Parties' agreement or by a Canada Industrial Relations Board ("CIRB") or an arbitral determination;

NOW THEREFORE, the Company and the TWU agree as follows:

1. In the event that the Parties agree in writing, or it is determined by the CIRB or an arbitrator that individuals not in the bargaining unit on the date of ratification of this Collective Agreement fall within the bargaining unit (referred to herein as "Newly Included Employees"), the Collective Agreement terms that will apply to the Newly Included Employees prospectively from the date of their inclusion in the bargaining unit (referred to herein as the "Inclusion Date") will be as set out in this Memorandum of Agreement, which is agreed by the Parties to form part of the Collective Agreement.
2. The Company may, at its discretion, integrate any Newly Included Employees into an existing Appendix by establishing a new job title (or titles) for such employees within the appropriate Appendix and Wage Schedule under the provisions of section 1.02 of the Collective Agreement. In such a situation, the applicable terms of the Collective Agreement associated with the Appendix into which they are placed shall govern from the Inclusion Date. Should the Company determine, at its discretion notwithstanding the provisions of section 1.02, not to integrate the Newly Included Employees into an existing Appendix under the provisions of section 1.02, then paragraphs (3) through (10) of this Memorandum shall apply.
3. As of the Inclusion Date, a new Appendix to the Collective Agreement will be deemed to have been created, which will apply solely to the individuals who are the subject of the specific agreement of the Parties or the specific CIRB or arbitral determination. A separate Appendix will be deemed to be created for each group of employees that is the subject of a separate agreement of the Parties or a separate CIRB or arbitral determination. It is further acknowledged and agreed by the Company and the TWU that each Appendix deemed to be created will form part of the Collective Agreement.
4. The Collective Agreement terms that will apply to the Newly Included Employees will be as set out in the Appendix so created and no other provisions of the Collective Agreement will apply to the group of employees covered by the Appendix unless and until other terms and conditions are agreed to by the Parties in writing.
5. In the event that individuals who are represented by a trade union and covered by a collective agreement are agreed by the Parties or determined by the CIRB or an arbitrator to fall within the scope of the TWU's bargaining rights (referred to herein as the "Unionized Newly Included Employees"), the separate Appendix that will be deemed to be created and to apply for the duration of the Collective Agreement in respect of such group of employees will provide that the Collective Agreement terms that apply to such employees are identical to those contained within the collective agreement that applied to such employees immediately prior to the applicable Inclusion Date, modified to the extent necessary to recognize the TWU as their new bargaining agent.
6. In the event that individuals who are not represented by a trade union are agreed by the

Parties or determined by the CIRB or an arbitrator to fall within the scope of the TWU's bargaining rights (referred to herein as the "Non-Union Newly Included Employees"), the separate Appendix deemed to be created in respect of such group of employees will state that the following provisions of the Collective Agreement apply to the group of Non-Union Newly Included Employees covered by the Appendix:

- (a) Article 1: Scope
- (b) Article 2: Definitions
- (c) Article 3: Seniority and Company Service
- (d) Article 4: Discrimination
- (e) Article 5: Union Recognition
- (f) Article 6: Dues Deduction and Information Provided to the Union
- (g) Article 7: Time-Off
- (h) Article 8: Management Rights
- (i) Article 9: No Strikes or Lockouts
- (j) Article 10: Just Cause
- (k) Article 11: Grievances
- (l) Article 12: Arbitration
- (m) Article 13: Payment of Wages
- (n) Article 14: Health and Safety
- (o) Article 18: Company Courses
- (p) Article 21: Maternity Leave, Parental Leave and Compassionate Care Leave
- (q) Article 23: Collective Bargaining Procedure
- (r) Article 24: Cost of Living Allowance
- (s) Article 25: Duration
- (t) Article B10: Technological Change – amended to only include sections B10.01 to B10.04 inclusive
- (u) Memorandum of Agreement – Commission/Incentive Pay Plans
- (v) Memorandum of Agreement – Averaging Hours of Work
- (w) Memorandum of Agreement – Mergers, Acquisitions and Divestitures
- (x) Memorandum of Agreement – Voluntary Severance Programs
- (y) Memorandum of Agreement – Pay Equity
- (z) Letter of Agreement – Employment Equity

7. Each Appendix deemed to be created in respect of a group of Non-Union Newly Included Employees will provide that, except to the extent that such terms and conditions of employment are set out in the provisions of the Collective Agreement referred to in paragraph 6 above, all terms and conditions of employment that existed for the Non-Union Newly Included Employees immediately prior to the applicable Inclusion Date, including all compensation and benefit plans, continue to apply subject to paragraphs 8, 9 and 10 herein. Each such Appendix created will be similar in format and breadth to Appendix B to this Collective Agreement, albeit the terms contained in such Appendix will be specific to the employees so added.
8. Each Appendix deemed to be created in respect of a group of Newly Included Employees will provide that, except to the extent that such terms and conditions of employment are set out in the provisions of the Collective Agreement referred to in paragraphs 5 and 6 above, management retains the right to modify the terms and conditions of employment of the Newly Included Employees in accordance with its usual practices.
9. Each Appendix deemed to be created in respect of a group of Unionized Newly Included Employees and each Appendix deemed to be created in respect of a group of Non-Union Newly Included Employees, without restricting the right reserved to management to modify terms and conditions of employment as set out in paragraph 8 above, will further provide that increases to the total basic earnings payroll for the applicable group of employees covered by each such Appendix for the first new calendar year following the Inclusion Date, and subsequent calendar years up to and including 2015, will be not less than 1.5% in aggregate at the time the increases are effected.

10. Within 30 days of an Inclusion Date, either party may inform the other in writing of its desire to meet to negotiate amendments to the Collective Agreement terms set out in the Appendix deemed to have been created in respect of the group of Newly Included Employees. Unless and until a written agreement is reached between the Parties modifying the Collective Agreement terms as set out in the Appendix, those terms set out in the Appendix will apply for the duration of the Collective Agreement.
11. In the event that, at any time following the written agreement of the Parties or determination of the CIRB or an arbitrator that any Newly Included Employees fall within the bargaining unit, an issue or question arises in any forum as to whether there is a collective agreement in effect with respect to the Newly Included Employees, the Parties agree that the Collective Agreement is in place and applies to the Newly Included Employees to the extent and with the amendments and modifications described herein. Each party acknowledges and agrees that the terms of this Memorandum of Agreement may be raised as an estoppel and complete bar to any claim that the Collective Agreement does not apply to the Newly Included Employees.

**MEMORANDUM OF AGREEMENT**  
**BENEFIT AND RETIREMENT PLANS**  
**TRANSITION**

The parties agree to the following transition arrangements arising from the implementation of the Collective Agreement and the agreed to changes in benefit plans and pensions and/or retirement plans.

**1. Benefits**

- (a) Temporary employees who were covered by section 2.03(b) of the former collective agreement and received benefit coverage under section 36.02 and Article 37 – Dental Plan, and any “paid sick days” per arrangements under the former collective agreement will continue to receive that coverage until December 31, 2011.
- (b) Effective January 1, 2012, the employees referred to in paragraph (a) above will be entitled to the coverage described in the Memorandum of Agreement, Appendix A- West Benefits under the “Temporary Employees” section.
- (c) Employees previously covered by Appendix G – TELUS National Systems (TNS) of the former collective agreement (as modified and updated on April 6, 2008) will continue to receive coverage under the Short Term Disability Plan applicable to them under their previous Team TELUS Flex Benefits arrangement until December 31, 2011.
- (d) Effective January 1, 2012, the employees referenced in the above paragraph (c) will transition to the Short Term Disability Plan for team members in Appendix B as described in the “Team TELUS Flex Benefits Manual – For regular full-time and regular part-time team members covered under Appendix B of the collective agreement with the TWU”.

**2. Pensions**

- (a) Eligible employees who are members of the TCPP, TEPP and TQDBPP as of the effective date of this Collective Agreement will continue to be covered by their respective pension plan in accordance with the applicable plan documents.
- (b) On the effective date of the Collective Agreement, new hires will not be eligible to join the TCPP, TEPP and TQDBPP defined benefit plans. All new hires in Alberta and in all provinces east of Alberta may, subject to eligibility requirements, participate in the TELUS Defined Contribution (DC) Plan as it is described in the “Team TELUS Flex Benefits Manual” on the TELUS intranet.
- (c) Employees eligible to participate in the Structured Group RRSP under the previous collective agreement will continue to be eligible to participate in that plan until December 31, 2011. On January 1, 2012, these employees may, subject to eligibility requirements, participate in the TELUS Defined Contribution (DC) Plan as described above in paragraph (b).
- (d) On the effective date of the Collective Agreement, Casual and Term employees may, subject to eligibility requirements, participate in the TELUS Defined Contribution (DC) Plan described above in paragraph (b).
- (e) Regular and Temporary employees in the province of British Columbia will continue to be eligible to participate in the TWPP as provided for in the Memorandum Agreement – Pension Plan for Employees in British Columbia.

- (f) If an employee transfers between the provinces they will retain membership and eligibility to participate in the plan they were in prior to the transfer.

## **MEMORANDUM OF AGREEMENT**

### **TRANSITION ISSUES**

The parties agree to the following transition arrangements associated with the implementation of the Collective Agreement. It is understood that transition issues related to benefits or pensions are dealt with in the Memorandum of Agreement – Benefit and Retirement Plans Transition except as otherwise provided herein.

#### **MASTER SECTION**

##### **Article 2 – Definitions**

1. Regular part-time employees who were covered by the terms provided under section 2.02(b) of the former collective agreement (contracted days or hours of work, or minimum guaranteed hours per pay period) may continue to maintain those arrangements until December 31, 2012. By November 1, 2012, an employee shall advise their manager of their election to be reclassified to Regular full-time or to remain Regular part-time. Any change to category of employment will be effective January 1, 2013 and the employee's hours of work and scheduling will in all respects be brought into conformity with the relevant terms under Appendix A of the Collective Agreement.
2. An employee who is receiving a pension (or is entitled to a deferred pension) and who was engaged as a Temporary employee under the trial conducted in British Columbia and Alberta, as reviewed in negotiations, shall on the effective date of the Collective Agreement be reclassified as a Casual employee (section 2.05). A Casual employee who was receiving benefits coverage under section 2.03(a) of the former collective agreement will continue to be eligible to those benefits until December 31, 2011.
3. An employee on Probation on the day before the effective date of the Collective Agreement will continue to serve the balance of the Probationary period applicable to the employee under the former collective agreement.

##### **Article 11 – Grievances**

1. Grievances filed under the former grievance processes (contained in the former Appendices E, F, G or H) at Step 1 or beyond, as of the effective date of the Collective Agreement, will continue to proceed under the appropriate grievance processes contained in those former Appendices.

##### **Article 15 – Personal Days Off**

1. A Regular part-time employee covered under Appendix B of the Collective Agreement who, immediately prior to the effective date of the Collective Agreement, was entitled under the terms of the former collective agreement to Personal Well-Being Days (former Appendices G and H – Letters of Agreement (Plan.It Benefits)) or Floating Holidays (Appendix F – F20.05) will continue to be eligible to these days until December 31, 2011. Effective January 1, 2012 these employees will be eligible for Personal Days Off under the provisions of Article 15.
2. A Regular full-time employee covered under Appendix B of the Collective Agreement who, immediately prior to the effective date of the Collective Agreement, was entitled under the terms of the former collective agreement to Balance Days (former Appendix E – Article E10) or Personal Well-Being Days (former Appendices G and H – Letters of Agreement (Plan.It Benefits)) or Floating Holidays (former Appendix F – section F20.05) will continue to be eligible to these days until December 31, 2011.

#### **Article 19 – Contracting Out**

1. It is understood that there is no retroactive application of the notice requirements provided under section 19.02 of the Collective Agreement to work which is already contracted out in TELUS' operations east of Alberta.

### **APPENDIX A – WEST**

#### **Article A4 – Annual Vacations**

1. For 2011, vacation provisions (as they apply to the calendar year 2011 only) contained in the former collective agreement will continue to apply to an employee subject to the following modifications:
  - (a) Any payment for 2011 vacations due under the sections 17.03 and 17.18 of the former collective agreement will be paid prior to April 30, 2012.
  - (b) Vacation selection and posting conducted in 2011 for the 2012 calendar year will be done in accordance with the provisions of Article A4 of the Collective Agreement.

#### **Article A5 – Hours of Work and Scheduling**

1. Any work schedule prepared after the effective date of the Collective Agreement will be prepared in accordance with Article A5. Schedules implemented prior to the effective date of the Collective Agreement may continue for a maximum of four (4) weeks beyond the effective date of the Collective Agreement after which new schedules will be posted in accordance with Article A5.

#### **Article A6 – Overtime**

1. An employee with approved and scheduled V.O. time-off may take the time as scheduled up to December 31, 2011.

#### **Attachment A – Wage Schedules**

1. On the effective date of the Collective Agreement the employees who were identified during negotiations to move to a Senior Wireless Network Technician, Loyalty & Retention Representative, Data & Network Client Representative or Data & Network Support Representative job title will be placed on their new wage schedule in accordance with the provisions of section A2.07 of the Collective Agreement, it being understood that "their current rate of pay" is the employee's rate of pay in effect immediately prior to the effective date of the Collective Agreement. The effective date of the Collective Agreement will be deemed as the start for any subsequent progression increases.
2. On the effective date of the Collective Agreement an employee moved from Wage Schedule 1 of Attachment D-4 (TM Clerical Division Wage Schedules), specifically Steps 1 to 3 of Wage Group B and Steps 1 and 2 of Wage Groups C, D and E of the former collective agreement, to Wage Schedule 1 of Attachment A-8 (Customer Sales, Service & Support – West), will be placed on the step in the same wage group of the new wage schedule that is closest to but not less than their current rate of pay, it being understood that "their current rate of pay" is the employee's rate of pay in effect immediately prior to the effective date of the Collective Agreement. The effective date of the Collective Agreement will be deemed as the start for any subsequent progression increases.

### **APPENDIX B – EAST**

#### **Article B4 – Annual Vacations**

1. For 2011, vacation provisions (as they apply to the calendar year 2011 only) contained in the



former collective agreement will continue to apply to an employee subject to the following modifications:

- (a) For an employee previously covered by the provisions of Appendices G or H all 2011 vacation carry-over must be taken prior to December 31, 2012.
  - (b) Any payment for 2011 vacations due to be paid in the following calendar year will be paid prior to April 30, 2012.
  - (c) Vacation selection and posting conducted in 2011 for the 2012 calendar year will be done in accordance with the provisions of Article B4 of the Collective Agreement.
2. Any employee who is receiving a higher vacation entitlement immediately prior to the effective date of the Collective Agreement than is provided under Article B4 shall be grand-parented at that higher entitlement level for the duration of the contract.

#### **Article B6 – Overtime**

1. An employee with approved and scheduled banked overtime may take the time as scheduled up to December 31, 2011.

### **APPENDIX C – COMPETITIVE OPERATOR SERVICES**

#### **Article C4 –Annual Vacations**

1. For 2011, vacation provisions (as they apply to the calendar year 2011 only) contained in the former collective agreement will continue to apply to an employee subject to the following modifications:
  - (a) Any payment for 2011 vacations due to be paid in the following calendar year will be paid prior to April 30, 2012.
  - (b) Vacation selection and posting conducted in 2011 for the 2012 calendar year will be done in accordance with the provisions of Article C4 of the Collective Agreement.

### **GENERAL**

#### **Letter of Agreement – Job Sharing (contained in the former collective agreement)**

1. Employees who currently have an approved job sharing arrangement may continue with their job sharing arrangement until December 31, 2012.
2. It is agreed that the terms and conditions of those arrangements continue to operate unless they conflict with any of the provisions contained in this Collective Agreement. Where a conflict exists between the terms and conditions of the job sharing arrangement and this Collective Agreement, the applicable term or condition contained in this Collective Agreement will be deemed to apply.
3. By November 1, 2012 an employee shall advise their manager of their election to be reclassified to either Regular full-time or Regular part-time. A change to category of employment will be effective January 1, 2013.

#### **Alberta Employees Completing the Apprenticeship Program**

1. An employee in the Communication Technician category in Alberta who is, on the effective date of the Collective Agreement, enrolled in an apprenticeship program sponsored by the Company may continue in that program subject to the provisions of section B2.06 of the former collective agreement.

## **LETTERS OF AGREEMENT**

Casual Employees .....	139
Consultative Forum For Discussing Contracting Out And Off-shoring .....	141
Jurisdictional Issues in Quebec Between Bargaining Units Represented by the TWU and the SQET.....	142
Contracting Out ... ..	143
Employment Equity .....	144
Language Allowance.....	145

## LETTER OF AGREEMENT

### CASUAL EMPLOYEES

A Casual employee, as defined in section 2.05, will be covered under the terms of the Collective Agreement (with the exception of Appendix C) as appropriate, subject to the modifications identified below. For greater clarity, provisions in the Collective Agreement that reference a Regular, Regular full-time, Regular part-time, Temporary, or Term employee have no application to a Casual employee unless specifically stated below.

#### **Associated Work Group**

Notwithstanding the provisions of section 2.11, all Casual employees working in the same function in the same city constitute their own associated work group.

#### **Holidays**

Section A3.05 will apply to a Casual employee covered by the terms of Appendix A. Section B3.04 will apply to a Casual employee covered by the terms of Appendix B.

#### **Annual Vacations**

Casual employees shall not be included in the 20% calculation referenced in section A4.06 of Appendix A.

The provisions provided under Articles A4 and B4 are replaced with the following:

1. A Casual employee in the year of engagement or re-engagement will be entitled to 4% of eligible earnings for that calendar year in lieu of vacation with pay for that year. This shall be paid to the employee by April 30 of the following year.
2. In the years subsequent to the year of engagement, a Casual employee shall be entitled to:
  - (a) Ten (10) days of vacation and 4% of eligible earnings in each calendar year if the employee has less than six (6) years of service; or
  - (b) Fifteen (15) days of vacation and 6% of eligible earnings in each calendar year, if the employee has six (6) years of service or more.
3. Vacation scheduling is based on business requirements with approval of management.
4. In awarding vacations no deduction shall be made when absence or leave of absence in the calendar year is due to:
  - (a) sickness or accident of twelve (12) weeks or less; or
  - (b) maternity leave of seventeen (17) weeks or less.

When the total absence for any cause, excluding up to seventeen (17) weeks' maternity leave, exceeds the periods identified above, the vacation entitlement for that calendar year shall be pro-rated to the time worked in that calendar year.

5. Any deduction of vacation in accordance with the provisions of paragraph 4 which exceed an employee's remaining current calendar year's vacation entitlement will be deducted from the employee's vacation entitlement in the subsequent calendar year.

6. Notwithstanding the amount of vacation pay that an employee has received in accordance with paragraph 2, when 4% (or 6% after six (6) years' service) of the employee's eligible earnings in the vacation year January 1 to December 31 exceeds the total amount of the vacation paid to the employee for the vacation to which the employee was entitled in that year, any excess shall be paid to the employee by April 30 of the following year.
7. An employee leaving the Company's employ will be paid all outstanding vacation pay up to and including the last day of work.
8. In the event that the amount already paid to an employee leaving the Company's employ exceeds the amount of vacation pay to which the employee was entitled in accordance with paragraph 2, the amount so owing shall be deducted from the employee's last pay.

#### **Hours Of Work**

Section A5.03(e) will apply to a Casual employee covered by the terms of Appendix A. Section B5.03(d) will apply to a Casual employee covered by the terms of Appendix B.

#### **Job Posting Procedures**

It is understood that a Casual employee shall not be permitted to utilize the job posting provisions or processes to change from Casual to any other category of employment. Article A14 of Appendix A shall not apply to a Casual employee.

#### **Wage Progression**

For a Casual employee covered by the terms of Appendix A the interval between steps on the wage schedule shall be based on the employee working 975 basic hours.

#### **Pension**

A Casual employee will not be eligible to participate in the TWPP or TCPP.

## **LETTER OF AGREEMENT**

### **CONSULTATIVE FORUM FOR DISCUSSING CONTRACTING OUT AND OFF-SHORING**

The parties have reached the following understanding during bargaining for the renewal of the Collective Agreement.

A consultative forum, composed of four (4) senior management representatives of the Company and four (4) table officers of the TWU Executive Council, will be established to provide a forum for discussions related to contracting out and off-shoring. These discussions may include bargaining unit work being performed by TELUS International or other off-shore third parties in India and elsewhere.

Other issues may be raised for discussion at the Forum where agreed to by both parties.

The Forum will meet annually, or more frequently as agreed by both parties.

Discussions between the parties which take place during these meetings will be privileged and without prejudice to the legal interests of either party unless there is mutual agreement between the Company and the Union to share any of the information outside of the meetings.

## **LETTER OF AGREEMENT**

### **JURISDICTIONAL ISSUES IN QUÉBEC BETWEEN BARGAINING UNITS REPRESENTED BY THE TWU AND THE SQET**

It is agreed and understood that, given the geographic overlap, particularly in the territory around Québec City, of resources from the bargaining units represented by the TWU and the SQET, the utilization of employees represented by one union to perform work within the other union's jurisdiction allows for improved customer experience, staffing efficiencies and decreases the reliance on external contractors.

Such arrangements in no way are meant to alter the existing jurisdictional rights of either union as reflected in their bargaining unit certificates.

## **LETTER OF AGREEMENT**

### **CONTRACTING OUT**

During the term of the present Collective Agreement, should TELUS reach a decision to proceed with the contracting out of bargaining unit work which necessitates the redeployment of an affected Regular employee covered by Appendix A of the Collective Agreement

- to a job title in a lower pay group; or,
- to another job outside the employee's headquarters area which meets the criteria for relocation as specified in section A15.01(a) of the Collective Agreement

the Company agrees to the following terms.

The Union will be notified of any decisions made to contract out bargaining unit work in accordance with the terms of the Collective Agreement. In addition, the Company agrees to offer affected Regular employees, as noted above, with the following options:

- A Voluntary Severance Program, in accordance with the Memorandum of Agreement – Voluntary Severance Programs; or,
- Redeployment under Article A13 of the Collective Agreement to another job opening in TELUS for which the employee is qualified.

Article 19 – Contracting Out provides for Union notification when decisions are made regarding the contracting out of work during the term of the Collective Agreement. Without limiting the Company's rights under Article 19, and in an attempt to facilitate ongoing dialogue on a higher level, issues related to contracting out may be raised and discussed during Consultative Forum meetings (provided for under the Letter of Agreement – Consultative Forum for Discussing Contracting Out and Off-shoring).

## **LETTER OF AGREEMENT**

### **EMPLOYMENT EQUITY**

The Company and the Union affirm their ongoing intent to further the aims of employment equity in the workplace. The parties agree that equal opportunity in employment means more than treating persons in the same way, but may also require special measures and the accommodation of differences.

The parties, therefore, agree that the joint Employment Equity Committee, consisting of three (3) representatives from the Company and three (3) representatives from the Union, will meet as required, but no less than two (2) times per year. The mandate of the Committee is as follows:

- to make recommendations for employment policies and practices to accelerate the attainment of equality for members of the designated groups: women, aboriginal peoples, persons with disabilities, and members of visible minorities.
- to consult on circumstances where it is necessary to deviate from the provisions of the Collective Agreement in order to achieve employment equity.

The Committee will also undertake a yearly review of the Company's progress in the achievement of equality in the workplace and, if required, identify areas requiring further attention.

Each party will pay the wages and expenses of their members on the Committee.



## **LETTER OF AGREEMENT**

### **LANGUAGE ALLOWANCE**

The Company and the Union agree that a Regular employee who on the effective date of the Collective Agreement was receiving a language allowance under the provisions of Article E14 of the Collective Agreement dated November 20, 2005 will continue to receive this allowance in accordance with the following:

1. The employee must be working in the province of Ontario on a language specific queue and be required to utilize language skills other than English on a daily basis in the performance of the job.
2. The language allowance is paid bi-weekly for language skills in French, Cantonese, and Mandarin.
3. The employee may be eligible to receive more than one language allowance.
4. The language allowances will be reviewed each year by TELUS to determine which positions and language skills will be eligible to the allowance, as well as the amount of the allowance.
5. Thirty (30) days' notice will be given by TELUS when a language allowance is no longer applicable to an employee's job or if the amount of the allowance is changed.
6. When an employee moves to a job in which the language skills are not required, the language allowance will cease to be paid coincident with the employee's move to the new job.