

**COLLECTIVE AGREEMENT**

Between:

**TELUS SOURCING SOLUTIONS INC.**  
(hereinafter called the "Employer")

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE)**  
**Local 182**  
(hereinafter called the "Union")

**January 1, 2011 to December 31, 2012**



Canadian Office & Professional Employees  
Local #491

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## **PREAMBLE**

It is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Employer and the Union, to promote co-operation and understanding between the Employer and its Employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and elimination of waste, and to promote the morale, well-being and security of all the Employees included in the bargaining unit represented by the Union.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

## **ARTICLE 1: TERM OF AGREEMENT**

- 1.01 Except where otherwise stated in this Collective Agreement, this Collective Agreement including appendices hereto, unless altered by the mutual consent of both parties hereto; shall be in force and effect from **January 1, 2011** up to and including **December 31, 2012**, and from year to year thereafter unless amended or terminated. Notification of desire to amend or terminate may be given in writing by either party during the period between 60 and 120 days prior to its expiration date.
- 1.02 When either party serves notice of the desire to amend the Collective Agreement under Article 1.01 above, the negotiating committee shall exchange any proposed amendments at commencement of negotiations.
- 1.03 If notice to negotiate has been given by either party prior to the termination date of this Agreement, or if negotiations continue beyond the termination date of this Agreement, the Agreement will remain in full force and effect during this time until the applicable provisions have been complied with under the Alberta Labour Relations Code.
- 1.04 During the life of this Agreement, or while either party is under notice, or while negotiations for a further Agreement are in progress, there shall be no strikes, slow downs or stoppages of work on the part of the Employees, nor any lockout on the part of the Employer.

## **ARTICLE 2: DEFINITIONS**

- 2.01 In this Agreement (unless otherwise indicated in the context) all words in the singular shall include the plural and all words in the plural shall include the singular; and all words in the masculine shall include the feminine and all words in the feminine shall include the masculine.
- 2.02 **Definition of an Employee**  
An "Employee" shall mean any Employee of the Employer for whom the Union has been certified as bargaining agent, or for whom the Union has attained the status of bargaining agent through voluntary recognition and is covered by this Collective Agreement.

- a) A "Permanent Employee" is an Employee who is employed in either a full-time or part-time capacity and who occupies a permanent position established by the Employer.
  - i) A "Full-time Employee" is an Employee who works, on a regularly scheduled basis, the normal hours of work specified in Article 10 (Hours of Work).
  - ii) A "Part-time Employee" is an Employee who works, on a regularly scheduled basis, less than the normal hours of work specified in Article 10 (Hours of Work).
- b) A "Temporary Employee" is an Employee who is hired for full-time or part-time employment for a period of 12 months or less
  - i) To carry out a specific project or activity, or
  - ii) To replace Employees on approved leaves of absence.

When hired, a Temporary Employee will be given written notification of the anticipated term of their employment including a start date and end date, with a copy to the Union.

If the anticipated term of employment is shortened by the Employer, the Temporary Employee will be given one weeks' notice in writing, with a copy to the Union. This does not preclude termination for cause without notice.

The terms of such temporary employment may be extended beyond 12 months by mutual agreement in writing between the Employer and the Union.

Except as specifically provided for, a Temporary Employee shall be entitled to all of the provisions of this Agreement respecting Employee's rights and benefits (including Health Benefits).

- c) A "Casual Employee" is an Employee who may or may not be scheduled for up to 12 consecutive weeks at any one time and who works on a call-in basis either full-time or part-time to assist with short term operational needs. The terms and conditions of employment for a Casual Employee are covered in Article 38.
- d) A "Student Employee" is an Employee who is hired either full-time or part-time to provide work experience in between school semesters or school years to assist Permanent Employees for up to 123 working days in a calendar year. The terms and conditions of employment for a Student Employee are covered in Article 38.

2.03 "Anniversary Date" for the purpose of calculating annual vacation means date of hire.

2.04 "Basic Rate of Pay" shall mean the applicable step in the pay range of the Employee's classification as set out in the Salary Schedule.

2.05 "Normal hours" shall mean all hours paid exclusive of all allowances and premium payments.

2.06 "Shift" means daily assigned hours exclusive of overtime hours.

2.07 "Vacation year" for administrative purposes means the 12 month period commencing on the first day of January and concluding on the 31<sup>st</sup> day of December of the same year.

### ARTICLE 3: MANAGEMENT RIGHTS

- 3.01 The right to control operations and to direct the work force is vested exclusively with Management, subject only to the restrictions provided in this Agreement and by Statute which affect the exercise of these rights.
- 3.02 The Union recognizes the Employer's right to offer one or more corporate programs to Employees, provided such programs are not discriminatory or conflict with the terms of this Agreement. The participation in such programs will be voluntary. Such programs are not negotiable and, with exception above, are not subject to grievance or arbitration. The Employer's corporate programs may include, but are not limited to employee recognition and long service awards, supplies and event discounts, product discounts at TELUS stores and employee share purchase plans. Such corporate programs may be offered, terminated and or changed at any time at the sole discretion of the Employer.

### ARTICLE 4: UNION RECOGNITION

- 4.01 The Employer recognizes the Canadian Union of Public Employees and its Local 182 as the sole and exclusive bargaining agent for all its Employees as specified by the relevant Alberta Labour Relations Board Certificates or amendments or revisions thereto, and hereby agrees to discuss with the Union, or any of its authorized Committees, concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 4.02 No Employee shall be required or permitted to make any written or verbal agreement which may be in conflict with the terms of this Collective Agreement.
- 4.03 The Union shall provide the Employer with a list of current appointments of Union Officers and Representatives, and such shall be recognized by the Employer as part of Article 19 (Grievance Procedure).
- 4.04 No grievance handling shall take place on the property of the Employer, at work sites, or during working hours, without prior notification of management responsible for that work area.
- 4.05 No Union activity shall take place on the property of the Employer, at work sites, or during working hours without prior notification and approval of management responsible for that work area.
- 4.06 Persons whose jobs are not in the bargaining unit shall not work on a job which is included in the bargaining unit, except for purposes of instruction, in an emergency, or when a permanent Employee is not available, and provided that the act of performing the aforementioned work does not reduce the regular hours of work or basic rates of pay of any permanent Employee. For the purposes of this clause, "persons" shall mean all other Employees of the Employer who are not included in the bargaining unit.
- 4.07 a) No person hired from an employment agency may work on a job included in the bargaining unit for greater than 60 calendar days, with no opportunity for extension.

- b) **Notwithstanding the above, the parties agree that for the purpose of providing administrative support during the Spring Staffing process in the Recruitment Department, a person hired from an employment agency may work for a period of 90 calendar days, with no opportunity for extension.**
- c) **When hiring employment agency employees as described in clause 4.07 a) and 4.07 b), the Employer will provide the Union, in writing, within 5 working days of start date with the following information:**
  - i) **the name of the employee;**
  - ii) **the start and end date of the assignment;**
  - iii) **the department in which the employee is working;**
- d) **The Employer shall pay union dues based on a flat rate of \$11.00 per week, prorated based on FTE, for the duration of the assignment. In all instances such dues shall be submitted to the Secretary-Treasurer not later than the 15<sup>th</sup> day of the following month.**

- 4.08 The Employer recognizes that the Local Union may have the assistance of a CUPE or Regional Representative during communications with the Employer and in exercising its rights as outlined in the Collective Agreement.
- 4.09 A representative of the Union shall have the right to make a presentation of up to 30 minutes at the orientation of new Employees with respect to the structure of the Local, as well as the rights, responsibilities and benefits under the Collective Agreement; provided, however, that attendance at the presentation shall not be compulsory, provided further, that a representative of the Employer may be present at such presentation.

## **ARTICLE 5: UNION DUES**

- 5.01 The Employer shall deduct from the bi-weekly wages of Employees covered by this Collective Agreement an amount equal to the monthly Union dues, as established by the Union, in a manner which is in keeping with the Employer's payroll system. In all instances such deductions shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the following month in which the dues were deducted.

Such deductions shall be accompanied by a list which shall indicate each Employee's name, address, phone number and the amount deducted from each Employee with the Employee's prior consent. Particulars, identifying each Employee in a printed form, or other agreed formats (where currently provided) showing the Employee number, starting date, classification, department, employment status, and who is a new Employee shall also be provided monthly together with the amount deducted from each Employee. Such dues may be remitted electronically to the Union.

- 5.02 The Employer will note the individual union dues deducted and enter the amount on T-4 slips issued for income tax purposes.

## **ARTICLE 6: DISCRIMINATION**

- 6.01 a) The Employer and the Union agree that there shall be no discrimination, harassment, interference, restrictions, or coercion exercised or practiced with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, color, mental or physical disability, national origin, political or religious affiliation, gender, marital status, sexual orientation, place of residence or by reason of his/her membership or activity in the Union.
- b) Article 6.01(a) shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 6.02 The Employer and the Union are committed to creating and maintaining a work environment in which all individuals are treated with dignity and respect. This includes working together to address unacceptable behaviour such as discrimination and harassment. The Employer's Respectful Workplace Policy will be made available to all Employees.

## **ARTICLE 7: SENIORITY**

- 7.01 Seniority is defined as the continuous length of service in the bargaining unit.
- 7.02 An up-to-date seniority list shall be sent to the Union within three months of the signing date of this Collective Agreement, and every six months thereafter, or in the event that a layoff occurs. The seniority list shall include the classification of each Employee.

## **ARTICLE 8: PROBATION PERIOD FOR NEW PERMANENT EMPLOYEES**

- 8.01 All new Permanent Employees will be required to serve a probation period of six months commencing on the Employee's first day of work. If the Employee is unsatisfactory, in the opinion of the Employer, the Employee may be dismissed at any time during the probation period without notice and recourse to the grievance procedure. The probationary period may be extended up to three months by agreement between the Employer and the Union.
- 8.02 If an Employee is absent for two or more continuous weeks during their probation period, their probation period may be extended upon their return to work by the full duration of their absence.
- 8.03 If an Employee transfers to a different classification before completing their probation period, the Employee will be required to complete the remainder of their original probation period and then immediately commence a trial period in accordance with Article 9.07.
- 8.04 An Employee will be kept advised of his/her progress during the probation period.

- 8.05 Except as specifically identified in Article 31 (Terminations, Dismissals and Resignations), an Employee on probation shall be entitled to all of the provisions of this Agreement respecting Employees' rights.

## **ARTICLE 9: VACANCIES, POSTINGS, PROMOTIONS AND TRANSFERS**

- 9.01 When a vacancy is required to be filled it will be posted in accordance with this Article.
- 9.02 Positions will be posted electronically for five working days. The posting will include a description of the duties of the position, the skills required, hours of work and salary range.
- 9.03 Education, training, and experience shall be considered in promotions and transfers with primary reference to the job description. Where these factors are judged to be relatively equal, seniority shall be the determining factor.
- 9.04 Applicants shall be given consideration in the following order:
- a) the Permanent Employees of the Employer who are covered by this Bargaining Unit;
  - b) next, the Temporary and Casual Employees of the Employer who are covered by this Bargaining Unit.
- 9.05 A copy of all postings shall be forwarded to the Union. When an appointment is made the Union will be notified in writing of the appointee's name.
- 9.06 A Permanent Employee who is assigned to a position on a temporary basis shall retain their permanent status and return to their permanent position at the conclusion of the temporary assignment.
- 9.07 Trial Period
- a) A Permanent Employee who is the successful applicant for a posted position in a different classification shall serve a three month trial period commencing on the Employee's first day of work in the classification or at the conclusion of the probation period in accordance with Article 8.03. The trial period may be extended up to two months by agreement between the Employer and the Union.
  - b) During the trial period, if the Employee does not wish to remain in the position or proves unsatisfactory during the trial period, the Employer shall revert the Employee to their former position or transfer the Employee to a similar position in the bargaining unit at their previous rate of pay and status. An Employee's refusal to accept a transfer to a similar position will be deemed to be a resignation.
  - c) If an Employee is absent for two or more continuous weeks during their trial period, their trial period may be extended upon their return to work by up to the full duration of their absence.

## **ARTICLE 10: HOURS OF WORK**

- 10.01 a) The normal hours of work shall be 7.5 hours per day between 7:00 a.m. and 5:30 p.m. with an unpaid lunch break  $\frac{1}{2}$  hour for a work week of 37.5 hours.
- b) Full-Time Employees will work an additional  $\frac{1}{2}$  hour per day as banked time for the scheduled rotational day off in Article 10.03.
- 10.02 All Full-time Employees shall be permitted two 15 minute paid rest periods which may be combined into one  $\frac{1}{2}$  hour paid rest break. All Part-time Employees who work 5 hours or more shall be permitted one rest period of 15 minutes during each period of three hours of work, the time to be scheduled by the employer. Rest periods will not be scheduled in conjunction with meal periods or quitting times. Such rest period(s) may be taken away from the Employee's work station.
- 10.03 All Full-time Employees will have a paid day off every fourth Friday or Monday on a rotational basis. The schedule of days off will be posted. By mutual agreement between the Employee and the Employer, the day off may be moved to another day.
- 10.04 When the Employee's day off falls on a General Holiday, the Employee shall be entitled to a lieu day off to be mutually agreed upon between the Employee and the Employer.
- 10.05 Employees shall report for duty at the place designated by the Employer and shall go to and from such place on their own time. Where an Employee is required to report to a new place of work during regular hours of work, he/she shall do so without loss of pay.
- 10.06 When the start time of an Employee's normal shift is temporarily changed by one hour or more with less than 48 hours advance notice, the Employee will be paid 2X their basic rate for the first 7.5 hours of the 8 hours worked on the first shift.

## **ARTICLE 11: OVERTIME**

- 11.01 a) Overtime for Full-Time Employees shall mean any hours worked in excess of eight paid hours in a day.
- b) Overtime for Part-Time Employees shall mean any hours worked in excess of 7.5 hours in a day or 37.5 hours per week.
- c) Overtime must be pre-approved by the Employer.
- 11.02 Overtime shall be calculated on the basis of double time. Double time shall also be paid for work on regular days off, for emergency calls, at not less than two hours at double time. Overtime calculations shall be based on basic rates of pay.
- 11.03 In granting overtime, the Employer agrees that such overtime will be distributed as equally as possible among members of the program concerned, pursuant to operational requirements.

11.04 An Employee may receive:

- a) cash payment for overtime worked or,
- b) time off in lieu which must be authorized by the Employer. The days chosen must be mutually agreed upon and dependent on operational needs. If the Employee has chosen time off in lieu, the days chosen must be taken in the same fiscal year as earned or else it will be paid out by March 31<sup>st</sup>.

## **ARTICLE 12: PREMIUMS**

### **12.01 Weekend Premium**

A shift premium of \$2.00 per hour to a maximum of \$10.00 per shift shall be paid for all hours worked before 6:00 a.m. or past 6:00 p.m., Monday through Friday or on a weekend shift.

### **12.02 Shift Premium**

Employees assigned to work for five or more days in SEMS Operations **and the Temporary Education Assistant's Roster** on a shift that commences before 7:15 a.m. will be paid a premium of **\$18.50** per shift.

### **12.03 Training Premium**

**Employees who are designated by the Employer to train new or existing employees will be entitled to claim a trainer's allowance of \$2.00 per hour in addition to their regular rate of pay, where the training is for a concurrent period of at least 4 hours in a one-day period.**

**All classifications, with the exception of ESA III's and the Team Lead are eligible to receive the trainer's allowance.**

## **ARTICLE 13: PYRAMIDING**

13.01 Except where expressly authorized in the Collective Agreement, there shall be no pyramiding of premiums.

13.02 Where two or more applicable premiums may apply, the Employee will be paid only one such premium, that being the greater of the applicable premiums.

## **ARTICLE 14: RESERVE FOR FUTURE USE**

## **ARTICLE 15: SALARY ADMINISTRATION**

15.01 The basic annual salary for all Employees shall be in accordance with Appendix A –

## Salary Schedule.

- 15.02 All Employees shall be paid on a bi-weekly basis. If the normal pay day is a non-working day an effort will be made to pay on the working day immediately prior to the normal pay day.
- 15.03 a) Permanent Employees shall be granted a step increment on their anniversary date. An Employee's anniversary date is **the date the employee commences work in their current position.**
- b) **A lateral move in the same pay grade does not alter an Employee's anniversary date.**
- 15.04 Part-time Employees shall be eligible for a salary increment in accordance with Appendix A and Clause 15.03 upon completion of each 1956 hours of paid regular time. Hours equivalent to vacation taken with pay and General Holiday pay received shall be included in totaling hours for increment purposes.
- 15.05 Should the Employer issue an Employee an overpayment of wages and/or entitlements, the Employer may make the necessary monetary or entitlement adjustments and take such internal administrative action as is necessary to correct such errors. The Employer shall notify the Employee in writing that an overpayment has been made and discuss repayment options. By mutual agreement between the Employer and the Employee, repayment arrangements shall be made. In the event mutual agreement cannot be reached, the Employer shall recover the overpayment by deducting monies from the Employee's gross earnings per pay period.
- 15.06 When a newly hired Employee has experience satisfactory in the opinion of the Employer, the starting salary of the Employee may be adjusted in accordance with the pay steps outlined in the Salary Schedule.

## PROMOTION OR UP-GRADING

- 15.07 A Permanent Employee whose position is reclassified to a position of a higher grade, or who is promoted, shall be paid at the first step in the new range which provides a 4% salary increase.

## ACTING ASSIGNMENT

- 15.08 Where an Employee is requested to temporarily assume a position of greater responsibility covered by this Collective Agreement for a period in excess of two consecutive working days, the Employee shall be paid in the range of the higher grade on the basis of the procedures set forth in Clause 15.07. This adjustment shall be retroactive to the first day of assignment.
- 15.09 An Employee temporarily assigned the duties of an exempt position **for a period in excess of two consecutive working days shall be paid 10% above their current rate of pay. This adjustment shall be retroactive to the first day of the assignment. The Employee** shall continue to pay union dues and revert back to their bargaining unit position at the conclusion of the assignment, without loss of seniority.

**ARTICLE 16: RESERVE FOR FUTURE USE**

**ARTICLE 17: RESERVE FOR FUTURE USE**

**ARTICLE 18: RESERVE FOR FUTURE USE**

**ARTICLE 19: GRIEVANCE PROCEDURE**

19.01 If a dispute arises between the Employer and an Employee, or the Union regarding the interpretation, application, administration, or any alleged violation of this Collective Agreement, the Employee or the Union shall first seek to settle the dispute through discussion with their/the immediate non-union supervisor. If the dispute is not resolved satisfactorily, it may then become a grievance and be advanced to Step I.

No grievance shall be considered except under the terms of the following procedures:

No grievance shall be considered where circumstances giving rise to such grievance shall reasonably have been known to the Employee more than ten working days prior to the first filing of the grievance.

Replies to the grievance shall be in writing at all stages and delivered to a Union officer or representative, or the Employee.

Failure by the Union or the Employer to process the grievance in the specified time limits shall result in the grievance being automatically deemed abandoned, unless an extension to the time limits has been expressly granted in writing by the other party.

19.02 For the submission of grievances as provided herein, "working days" shall be considered to be consecutive calendar days, exclusive of Saturdays, Sundays and General Holidays as specified in Article 27 (General Holidays).

19.03 The aggrieved Employee(s) shall have the right to be represented by a Union officer or representative and attend joint grievance meetings at all stages of the grievance procedure.

19.04 Step I

- a) An Employee who believes that he/she has a difference arising out of the interpretation, application or alleged violation of this Collective Agreement shall first discuss the matter with his/her immediate non-union supervisor within ten working days of the date he/she first became aware of, or reasonably should have become aware of the circumstances giving rise to the difference. "Immediate Non-Union Supervisor" means that person from whom an Employee normally receives his/her work assignments. The Employee shall have the right to be accompanied by a Union Officer or representative while discussing the matter with his/her immediate non-union supervisor. A sincere attempt shall be made by both parties through discussion to resolve the problem at this level. The immediate non-union supervisor shall advise the Employee of his/her decision within ten working days of the date the matter was first discussed.

- b) In the event that the difference affects two or more Employees, those so affected, or the Union, within ten working days of the date they first became aware of, or reasonably should have become aware of the difference, may make a written request to the Manager/Leader that the difference be grouped and dealt with as a single grievance commencing at Step II. A request to group such differences will not be unreasonably denied.
- c) In the event an Employee alleges that he/she has been dismissed or suspended without just cause, he/she may commence his/her grievance at Step II, within ten working days of the occurrence.

#### 19.05 Step II

If the difference is not resolved under Step I above, the Union or the Employee(s) concerned shall file a grievance to the Manager/Leader within ten working days of the decision of the immediate non-union supervisor. The grievance shall be in writing, specifying the nature of the grievance, the article(s) or clause(s) of the Agreement infringed upon or alleged to have been violated and the redress sought. The Manager/Leader or designate(s) shall hold a hearing and render a decision in writing to the Union within ten working days of the receipt of the grievance.

#### 19.06 Step III

If the grievance is not resolved under Step II above, the Union shall, within ten working days of receipt of the written decision of the Manager/Leader or designate(s), submit the grievance in writing to the General Manager or designate(s). The General Manager, or designate(s) will make reasonable efforts to hold a hearing if requested and shall render a decision in writing to the Union within ten working days of receipt of the grievance or ten working days of the hearing.

#### 19.07 Mediation

- a) If the grievance is not resolved under Step III above, the Union and the Employer may mutually agree to mediation in an effort to resolve the grievance prior to Arbitration. The role of the Mediator is to assist the Union and Employer in reaching a mutually acceptable resolution to the grievance as expeditiously as possible.
- b) If the Union and the Employer mutually agree to mediation, such agreement will be confirmed in writing.
- c) If the Union and the Employer do not mutually agree to mediation, the grievance may be submitted to Arbitration, in accordance with Step IV – Arbitration.
- d) Each party will present the names of two Mediators for a standing list of four Mediators. Every effort will be made to agree upon the four Mediators, however if no agreement is reached, then each party will retain the right to appoint two Mediators to the list. On agreement that a case be mediated, the parties will randomly draw a Mediator's name from the above mentioned list.

- e) The Union and the Employer will equally share the fees and expenses of the Mediator.
- f) Rules of evidence will not apply to mediation and no formal record of mediation proceedings will be made.
- g) Following his/her appointment, the Union and the Employer will attempt to provide the Mediator with an agreed statement of facts prior to the start of mediation meetings. Neither party will prepare a written submission of its position to the Mediator. Any background material presented to the Mediator will be returned to the issuing party at the conclusion of mediation.
- h) The Union and the Employer will make reasonable efforts to reduce the costs of mediation and to involve the Employee(s) and representatives of the Employer and Union most directly affected by the grievance. The grievor(s) and a Union representative will be permitted to attend the mediation sessions without loss of regular pay. Legal counsel will not attend or directly participate in the mediation process.
- i) The Mediator may provide recommendations to resolve the grievance. Unless accepted by both parties, the Mediator's recommendations will be non-binding, will set no precedent, and will not thereafter be referred to by the parties in respect of any other matter in any other proceedings. The parties will provide written notice to each other of their acceptance or rejection of the Mediator's recommendations within five working days of receipt of the recommendations.
- j) Either party may withdraw from mediation at any time during the process by supplying written notice to the Mediator and the other party. Time limits for advancing the grievance to arbitration will commence upon receipt of written notice of withdrawal from mediation.
- k) Agreements at mediation that resolve the grievance will be reduced to writing and signed by the Union and the Employer.

#### 19.08 Step IV - Arbitration

- a) If the grievance is not resolved under Step III above, and the parties do not mutually agree to mediation, the Union shall within 20 working days of receiving the decision of the General Manager or designate(s), notify the Employer in writing of its intent to submit the grievance to arbitration.
- b) If the parties agree to mediation as outlined above, and the mediation process does not resolve the grievance, the Union shall notify the Employer in writing of its intent to submit the grievance to arbitration. Notification by the Union to advance the grievance to arbitration shall be provided within ten working days of receipt of notice to withdraw from the mediation process, or ten working days following receipt of rejection of the mediator's recommendations, whichever occurs first.

- c) When a Party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to a single arbitrator.

Within ten working days after either party has served notice on the other party to proceed to arbitration, the parties will select the arbitrator by mutual agreement. The party who referred the grievance to arbitration will notify the arbitrator selected within ten working days requesting the arbitrator to hear the case and schedule hearing dates.

If the parties fail to agree upon an arbitrator, the party referring the grievance to arbitration will, within ten working days, request the Director of Mediation Services, in writing, to appoint an arbitrator.

- d) The Arbitrator shall hear and determine the difference and shall issue an award in writing, and the decision is final and binding upon the parties and upon the Employee(s) affected by it.
- e) Each party shall pay one-half of the fees and expenses of the Arbitrator.
- f) The Arbitrator by their decision shall not alter, amend or change the provisions of this Collective Agreement.

#### 19.09 Policy Grievance

- a) Where a difference occurs that involves the general application or interpretation of the Agreement and affects more than one Employee, the Union may proceed on a policy grievance provided the Union initiates the policy grievance within ten working days of the date the Union became aware of, or reasonably should have become aware of, the occurrence.
- b) A policy grievance may be submitted at Step II.
- c) No individual redress may be requested or granted through a policy grievance.

19.10 Except for Step I, replies to grievances shall be in writing at all stages.

19.11 The Employer shall supply the necessary facilities for joint grievance meetings.

19.12 Grievances affecting departments other than the Employee's department (i.e. transfers and promotions) will be commenced with the Manager/Leader of the affected department.

19.13 If a probationary Employee is unsatisfactory, in the opinion of the Employer, he/she may be dismissed at any time during the probationary period without notice and without recourse to the grievance procedure.

19.14 The time limits specified in this Article may be extended by mutual consent in writing between the Union and the Employer.

## **ARTICLE 20: INCOME PROTECTION FOR ILLNESS AND DISABILITY**

### **GENERAL**

- 20.01 Permanent and Probationary Employees shall be eligible for income protection for illness or disability as provided in the Article.
- 20.02 An Employee may be required to submit satisfactory proof to the Employer of any illness or non-occupational accident for absences in excess of five consecutive working days.
- 20.03 Employees who are quarantined by Public Health Authorities shall be eligible for income protection with pay during the quarantine period.
- 20.04 Where an Employee on vacation
- a) requires hospitalization; or
  - b) suffers a serious illness, major surgery or an injury accident requiring a minimum of five days medical convalescence,
- income protection will be substituted for vacation leave.

Proof of the medical condition which would have prevented an Employee from carrying out the Employee's regular duties had the Employee been at work, must be certified by the attending qualified doctor, dentist or chiropractor.

- 20.05 Income protection may be utilized for medical appointments and/or required travel associated with medical appointments or treatment. However, employees are expected to make reasonable efforts to schedule appointments to minimize their absence from work, such as arranging appointments at the beginning or end of a day or outside working hours.
- 20.06 Employees are expected to keep their Employer advised as to when he/she shall be expected to return to work. If the Employee is absent for 30 consecutive days or more, the Employee shall provide the Employer with two weeks notice of their readiness to return to work.

### **SHORT TERM INCOME PROTECTION DAYS**

- 20.07 Short Term Income Protection is defined as a form of insurance against illness, quarantine by a Medical Officer of Health, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 20.08 Permanent and Probationary Employees shall accumulate income protection days with pay on the following basis:
- a) All Employees shall receive 12 income protection days on each January 1<sup>st</sup> or on the commencement of employment, except those Employees who commence employment on or after July 1<sup>st</sup> in any year shall receive six days on commencing employment.
  - b) For Part-time Employees, the accrual of income protection days and the maximum income protection bank shall be pro-rated to the nearest 0.5 hour based on their regular scheduled weekly hours of work to the normal weekly hours of work.

- c) Employees who are absent on Long Term Disability Plan benefits or on an approved Leave of Absence on January 1<sup>st</sup> shall be credited with income protection in accordance with the provisions for newly hired Employees on return to work, to the maximum of 120 days.
- d) An Employee who does not receive the full income protection entitlement on January 1<sup>st</sup> as a result of reaching their maximum of income protection bank, shall be entitled to receive the balance of that year's income protection on returning to work after exhausting their maximum income protection bank.
- e) **An Employee who is absent from work for 30 consecutive calendar days or more shall not accumulate vacation day credits during the period of absence beyond the 30 day period.**

#### **INTERMEDIATE TERM SICKNESS/DISABILITY BENEFIT**

- 20.09 When Employees to whom sub-clauses 20.08 (a) to (c) apply have exhausted all income protection days, they will be eligible for 75% of their basic salary during necessary absences due to sickness or disability, to a maximum of 90 working days. This benefit will be re-established after a return to normal duties of at least ten consecutive working days in the case of a recurrence of the disability, or at least one day in the case of a new disability.
- 20.10 Probationary Employees will not be eligible to receive Intermediate Term Sickness/Disability Benefits until after they have successfully completed their probationary period.

#### **LONG TERM DISABILITY**

- 20.11 The Long Term Disability Plan will apply to all permanent and probationary Employees upon expiration of coverage under Clause 20.09.
- 20.12 When an Employee is unable to work due to a long term disability covered by the Group Insurance Plan referred to in Article 22, the Employee will be considered as being on a leave of absence without pay for a period of two years from the date the Employee commenced to receive long term disability payments. During this period, the Employee will continue to accumulate seniority. Should the Employee return to service at any time before the expiration of the two year period, the time during which the Employee was receiving long term disability will be included as service for determining the number of weeks of annual vacation, but the Employee shall not earn vacation credits during that time. An Employee who is unable to return to work following the two year period of long term disability may be granted a leave of absence without pay.
- 20.13
  - a) An Employee returning from long term disability who is capable of performing the duties of his/her former classification shall be reinstated by the Employer in the same classification which he/she held immediately prior to their absence.
  - b) An Employee returning from long term disability who is not capable of performing the duties of his/her former classification but who is capable of performing a job within the Bargaining Unit, shall have a reasonable effort made by the Employer to place him/her in an available position that he/she is capable of performing. In such a case, the Union agrees to waive the posting provisions of the Collective Agreement.

## **ARTICLE 21: SICKNESS AND NON-OCCUPATIONAL ACCIDENT**

21.01 It shall be the responsibility of the Employee to give as much notification to his/her supervisor as is reasonable under the circumstances, prior to the absence on account of illness. The Employee shall notify the supervisor of the commencement of the day of return to work.

## **ARTICLE 22: HEALTH BENEFITS**

22.01 The Employer shall provide the following group plans for which participation is compulsory for all eligible Employees:

- a) Sun Life Supplementary Benefits Plan or equivalent;
- b) Alberta Health Care Insurance Plan;
- c) Group Life Insurance 2X basic annual earnings rounded to next highest \$1000;
- d) Accidental Death and Dismemberment (basic) 2X basic annual earnings rounded to the next highest \$1000;
- e) Intermediate Income Protection equal to 75% of basic weekly earnings;
- f) Long Term Disability (income replacement during a qualifying disability equal to 66 2/3% of basic monthly earnings to the established maximum following a 90 working day elimination period);
- g) Sun Life Dental Plan or equivalent. A maximum annual reimbursement of \$1,500 per insured person per benefit year shall apply to Extensive Services. Orthodontic Services shall be subject to a lifetime maximum reimbursement of \$2,000 per insured person.

22.02 Permanent Employees who regularly work 15 hours per week or more are eligible to participate in the benefits plans. Temporary Employees who regularly work 15 hours per week or more are eligible to participate in the Health Care Benefits plans defined in Article 22.01(a), (b) and (g) above.

22.03 Casual and Student Employees and Employees who work less than 15 hours per week are not eligible to participate in the benefits plans.

22.04 Eligible Employees will participate in benefits after three full months of service.

22.05 Participation in the benefits plans described in Article 22.01 is mandatory for eligible Employees except that Employees who participate in Alberta Health Care or a health or dental plan through their spouse's employer may elect not to be covered through the

corresponding Employer's plan. Employees who so "opt out" may not subsequently be covered through the Employer's plan unless the Employee loses the coverage through his or her spouse's employer.

- 22.06 The Employer shall pay 100% of the Group Benefit premiums as per Article 22.01 with the exception of Long Term Disability (LTD) which shall be 100% paid by the Employee. The Employee's LTD premiums will be recovered by payroll deductions.
- 22.07 In the event of layoff, an Employee may elect to continue full benefits coverage by paying Employer's premiums for the Employee. Such payments will be made in advance. Continuation of benefits coverage may not extend beyond the period of recall specified in Article 29 (Layoff and Recall Procedure).
- 22.08 In the event of a lawful strike or lockout, the Employer will continue full payment of the premiums required to maintain benefits plan coverage under Article 22.01 for a maximum of four weeks.
- 22.09 The Employer will advise the Union of any Long Term Disability premium rate changes.
- 22.10 The Employer shall distribute, to all eligible Employees, brochures and other relevant information concerning the above plans upon hiring and when there are changes to the plans.
- 22.11 The Employer shall provide a copy of each of the plans to the Union.
- 22.12 The benefits plan design, listed in Article 22.01 and described in the plan booklet, may not be changed without discussion between the Employer and the Union.
- 22.13 Where the benefits specified in Article 22.01 are provided through insurance or service contracts obtained by the Employer, the administration of such plans shall be subject to and governed by the terms and conditions of the policies or contracts entered into with underwriters or service providers of the plans.
- 22.14 a) January 1 each year, Permanent Employees who qualify for benefits according to Article 22.01 will receive an allocation of \$500.00, pro-rated for Employees who work less than full-time hours, to a Health Spending Account. Employees shall use the funds in accordance with the Employer's flexCHOICE PLAN.
- b) **Permanent employees hired after January 1 of each year who qualify for benefits according to Article 22.01 will receive an allocation of \$500.00 starting once they have completed 3 months of service pro-rated in accordance with clause 22.14 a).**

## ARTICLE 23: PENSION PLAN

- 23.01 Eligible Employees shall participate in the TELUS Pension Plan.
- 23.02 The Employer shall make available to all eligible Employees copies of the TELUS Pension Plan information booklets, or provide such information electronically.

## ARTICLE 24: WORKERS' COMPENSATION

- 24.01 Workers' Compensation Board coverage will be provided by the Employer for a Permanent Employee.
- 24.02 Permanent Employees shall not be paid sick leave benefits when they are absent from work and drawing Workers' Compensation benefits except as provided in Article 24.06 and 24.07 below. An Employee absent on Workers' Compensation for a period in excess of 30 calendar days shall not accumulate sick leave entitlement or vacation credits during the period of absence.
- 24.03 Article 24.02 above shall not exclude a Permanent Employee from sick leave benefits for periods of absence resulting from an accident which is non-compensable under the Workers' Compensation Act.
- 24.04 Permanent Employees shall not be entitled to a compensating day off in lieu of a General Holiday from the Employer while receiving benefits from Workers' Compensation.
- 24.05 A Permanent Employee absent from work and receiving Workers' Compensation benefits shall keep the Employer advised as to when he/she shall be expected back to work.
- 24.06 a) An Employee who is in receipt of Workers' Compensation Benefits shall be deemed to be on an approved leave of absence without pay. The Employer shall continue their portion of the health care benefit cost-share during such leave of absence.
- b) The Employer will continue the subrogation process with respect to WCB payments, and will make all necessary deductions to continue health care benefits during such leave of absence.
- 24.07 a) An Employee who is incapacitated and unable to work as a result of an accident sustained while on duty in the service of the Employer within the meaning of the *Workers' Compensation Act*, shall continue to receive full net take home pay, provided the Employee assigns over to the Employer, on proper forms, the monies due from the Workers' Compensation Board for time lost due to accident. A deduction of 1/10th day shall be charged against sick leave credits for each day an Employee is off work. Employees shall only receive full net take home pay to the extent that 1/10th day can be deducted from sick leave credits, following which time the Employee will be deemed to be on sick leave without pay pursuant to Article 20 (Sick Leave).
- b) For the purposes of Article 24, full net take home pay shall be calculated at the Basic Rate of Pay for regularly scheduled hours of work, less any statutory deductions and benefit deductions as calculated prior to the accident referenced in Article 24.07(a). In no event shall the Employee's full net take home pay exceed the full net take home pay the Employee was receiving prior to the accident.

## ARTICLE 25: INDEPENDENT MEDICAL EXAMINATION AND REPORT

25.01 Should the Employer request an independent medical examination and related report, the following conditions shall apply:

- a) Agreement by the Employee is voluntary; and
- b) The parties shall mutually agree on a physician to do the independent medical examination from a list of physicians mutually agreed to by both parties; and
- c) Costs for the above independent medical examination and report shall be paid by the Employer.

## ARTICLE 26: VACATIONS

### 26.01 Vacation Entitlement for Full-time Employees

During the first year of service, full-time Employees shall accrue 1¼ days vacation with pay for every month worked prior to January 1, to a maximum of 15 working days.

26.02 a) **Employees hired prior to January 1, 2011, shall accrue subsequent vacation with pay based on the following service milestones:**

After one year	15 working days per year
After five years	20 working days per year
After eleven years	25 working days per year
After twenty-two years	30 working days per year

b) **Vacation entitlement for Full-time Employees hired on or after January 1, 2011:**

**Following the first year of employment, vacation entitlement shall accrue based on the following service milestones:**

1 – 7 years of service	15 working days per year (3 weeks)
8-14 years of service	20 working days per year (4 weeks)
15+ years of service	25 working days per year (5 weeks)

### 26.03 Vacation Entitlement for Part-time and Temporary Employees

Part-time and Temporary Employees **hired prior to January 1, 2011** shall earn vacation with pay calculated in hours in accordance with the following formula:

Hours paid at the Basic Hourly Rate	x	the applicable % as below	=	number of hours of paid vacation time
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- i) 6% for total employment hours up to 9,750
- ii) 8% for total employment hours between 9,750 and 21,450
- iii) 10% for total employment hours between 21,450 and 42,900
- iv) 12% for total employment hours greater than 42,900

**b) For part-time and temporary Employees hired after January 1, 2011:**

- i) 6% for total employment hours up to 13,650 (1-7 years)**
- ii) 8% for total employment hours between 13,651 and 27, 300 (8-14 years)**
- iii) 10% for total employment hours beyond 27, 301 (15+ years)**

26.04 a) During the month of March of each year, Employees will submit their vacation requests to their Supervisor. Vacation requests submitted by March 31<sup>st</sup> will be approved by the Employer based on seniority. Where two or more Employees request vacation for the same period and operational requirements prevent the Employer from approving all requests, vacation will be approved by seniority. An Employee may only use their seniority to access one vacation period. Vacation requests submitted after March 31<sup>st</sup> will be approved by the Employer subject to operational requirements.

b) Vacation can be taken as earned, subject to operational requirements and shall not exceed the number of vacation days accrued to the date of the request.

26.05 While on annual vacation, an Employee is entitled to the provisions of Article 28.07 (Bereavement and Funeral Leave).

26.06 All Permanent Employees shall be permitted to accumulate and carry forward to a future vacation year, one week of annual vacation per annum to a maximum accumulation of four weeks, subject to the approval of the Employer and the needs of the operation. Such deferred vacation shall be paid at the Employee's prevailing rate in effect when taken.

26.07 All Permanent Employees shall be entitled to an unbroken period of vacation equal to three weeks vacation. Annual vacation may be taken in other sized units subject to the needs of the operation. The Employer's approval for an unbroken period of vacation in excess of three weeks will be subject to operational requirements and such approval will not be unreasonably denied.

26.08 Employees who resign shall be paid for any unused vacation entitlement and shall not be permitted to extend the period of their employment through the scheduling of unused vacation entitlement.

**ARTICLE 27: GENERAL HOLIDAYS**

27.01 The following shall be defined as General Holidays:

New Year's Day	Labour Day
Alberta Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

And all general holidays proclaimed by the Province of Alberta and/or the Government of Canada shall also be recognized as legal holidays except when replacing the General Holidays, in which case the lieu General Holiday only shall be recognized.

One Floater Holiday: Each permanent full-time Employee who is in the employ of the Employer on December 31 will be granted an additional 7.5 hours off with pay to be taken the following year between January 1 and December 31 at a time mutually agreed upon by the Employer and the Employee. **The floater holiday may be taken in ½ day blocks of time**

**All Employees who are scheduled to work on December 24 and December 31 will be released no later than 2:00 p.m. without loss of pay or reduction of any entitlements. Employees who work in the SEMS Operation or the Temporary Education Assistant Roster will commence work at 8:00 a.m. on these dates.**

- 27.02 No reduction in wages or salaries of any Employee shall be made on account of the above mentioned General Holidays occurring during their work period.
- 27.03 Where a General Holiday occurs during an Employee's vacation period, the Employee shall be entitled to take a regular working day off in lieu of such General Holiday. Such day off to be mutually agreed upon between the Employee and his/her supervisor, and shall not be taken later than the subsequent year's vacation.
- 27.04 When a General Holiday falls on a Saturday or Sunday, the Employer may designate the Friday prior to the Monday after the General Holiday as the day off in lieu of the General Holiday. If such designated day off is a full-time Employee's regularly scheduled rotational day off, such Employee shall then be entitled to a mutually agreeable day off with pay in conjunction with the full-time Employee's regular days off within 30 calendar days, either before or after the General Holiday.
- 27.05 All Employees required to work their regular working hours on a General Holiday for which they are eligible shall be paid at double time their regular rate of pay for each General Holiday worked, and an additional regular day's pay or a regular working day off in lieu. Hours worked over regular hours on such General Holidays shall be paid at double time.
- 27.06 Part-time and Temporary Employees will be paid 4.6% of regular earnings in lieu of General Holidays and the Floater Holiday.

## **ARTICLE 28: LEAVES OF ABSENCE**

### **28.01 Applications:**

- a) An Employee desiring leave of absence of any type shall apply in writing for same to his/her immediate non-union supervisor. If the Employee's application is refused, the Employee may elect to apply to the Manager/Leader through the proper officials of the Union. The decision of the Manager/Leader shall be final and shall be communicated to the Union in writing. Such leave of absence requests shall not be

unreasonably denied. In the case where there is no Manager/Leader, an Employee may apply to the General Manager.

- b) During an Employee's Leave of Absence, with the permission of the Employer, the Employee may work as a casual Employee with the Employer without adversely affecting the Employee's reinstatement to the position from which the Employee is on leave.

**28.02 An Employee on an approved leave of absence for 30 consecutive calendar days or more shall not accumulate vacation day credits during the period of absence beyond the 30 day period.**

28.03 Where an Employee overstays his/her leave of absence of any type, he/she shall automatically be terminated, unless in the opinion of the Employer, such overstay was justifiable.

**28.04 Education:**

- a) The Parties to this Collective Agreement recognize the value of continuing education for each Employee covered by this Collective Agreement. Furthermore, the Parties recognize that continuing education is a requirement for some Employees. The responsibility for such continuing education lies not only with the individual but also with the Employer.
- b) An Employee absent on approved education leave shall be reinstated by the Employer in the same position and classification held by him/her immediately prior to taking such leave or be provided with alternate work of a comparable nature.
- c) A paid leave of absence and/or reasonable expenses may be granted to an Employee at the discretion of the Employer to enable the Employee to participate in education programs.
- d) Should the Employer direct an Employee to participate in a specific program, such Employee shall be compensated in accordance with the following:
  - i) For program attendance on regularly scheduled working days, the Employee shall suffer no loss of regular earnings.
  - ii) For hours in attendance at such program on regularly scheduled day off, the Employee shall be paid at her basic rate of pay to a maximum of 7.5 hours per day.
  - iii) The Employer will pay the cost of the course including tuition fees, reasonable travel and subsistence expenses subject to prior approval.
- e) For the purpose of qualifying for an annual increment, an Employee granted educational leave shall be deemed to remain in the continuous service of the Employer for the first 24 calendar months only of such period of leave. In the event

the duration of educational leave continues for a period in excess of 24 months, an Employee's anniversary date for salary increment purposes shall be delayed by the amount of time that said leave exceeds 24 months, and the newly established anniversary date shall prevail thereafter.

**28.05 Union Leave:**

When an Employee makes application for leave of absence to perform duties of any office in his/her Local Union or of the parent Union, and such leave is granted such Employee shall retain their original seniority rights in the bargaining unit with no decrease in status. The Employer will continue to pay the Employee's salary and benefits for the period of the leave, with the Union reimbursing the Employer for these costs.

**28.06 Parental Leave:**

**A Maternity Leave**

- i) A Permanent Employee who has completed her probationary period shall, upon her written request at least two weeks in advance, be granted maternity leave to become effective 12 weeks immediately preceding the expected date of delivery or such shorter period as may be requested by the Employee, provided that she commences maternity leave not later than the date of delivery.
- ii) Maternity leave shall be without pay and benefits except for that portion of maternity leave during which the Employee has a valid health-related reason for being absent from work and is also in receipt of sick leave, EI SUB Plan Benefits or LTD. Maternity Leave shall be without loss of seniority. The total period of maternity leave shall not exceed 12 months unless mutually agreed between the Employer and Employee.
- iii) A Permanent Employee on maternity leave shall provide the Employer with at least two weeks written notice of readiness to return to work at which time the Employer will reinstate the Permanent Employee in the same classification held by her immediately prior to taking maternity leave and at the same basic rate of pay.

**B Adoption Leave**

A Permanent Employee who has completed her probationary period shall, upon written request, be granted leave without pay for up to 12 months as necessary for the purpose of adopting a child and provide at least two weeks written notice of intent to return to work, the Permanent Employee shall be re-engaged in the same classification held by her immediately prior to taking adoption leave and at the same rate of pay.

**C Parental Leave**

- i) A regular male Employee who has completed his probationary period and who has or will have the actual care or custody of the newborn child, shall be granted up to 12 months parental leave without pay and benefits immediately following the birth of the child. The Employee shall provide proof of the birth of the child and shall give the Employer reasonable notice in writing of the date on which the leave is to commence.

- ii) Employees will be required to give the Employer two weeks' notice in writing of their intention to return to work.

#### D Paternity Leave

Upon request, a father shall be given one days leave of absence with pay for the purpose of attending the delivery of the child and one days leave of absence with pay for attending the release from hospital of the mother who has given birth.

#### 28.07 Bereavement and/or Funeral Leave:

- a) Leave of absence for bereavement purposes, upon the death of a relative may be permitted at the discretion of management. It will be permissible for management to grant leave of absence with pay up to but not exceeding four working days. For this purpose a relative shall be defined as mother, father, brother, sister, wife, husband, common-law spouse, child or foster child, grandchild, guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparent of the Employee.
- b) Leave with pay to attend funeral services only, of persons related more distantly than those listed above, may be granted at the discretion of management. Such requests shall not be unreasonably denied.

#### 28.08 Military Leave:

In the granting of leave of absence for military purposes, it is agreed that the terms of such leave will be in accordance with the Government of Canada regulations and any regulations passed by the Province of Alberta relative to pension and group insurance contributions.

#### 28.09 Personal Leave:

- a) Each calendar year, Full-time Employees will be eligible to receive two days of personal leave with pay to attend to the health needs of immediate family members or other personal matters. Personal leave days will not accumulate beyond each calendar year, and will not be paid out upon termination of employment. Personal leave days may be taken in ½ day blocks of time.
- b) Employees requesting personal leave will provide the Employer with as much notice as possible. Where reasonable notice is not possible due to a pressing necessity, the Employee may be required to disclose the reason for the request. Requests will be subject to the Employer's approval, but will not be unreasonably denied.
- c) During their first calendar year of employment, newly hired Full-time Employees will be eligible for two days of personal leave if hired on or before June 30<sup>th</sup>, or one day of personal leave if hired after June 30<sup>th</sup>.

#### 28.10 Witness/Jury Duty:

The Employer shall grant leave of absence with pay and without loss of seniority or benefits to an Employee who is subpoenaed and appears as a juror or witness. After the

Employee deducts expenses incurred during the case, the Employee will turn over any monies received from the Court to the Employer.

#### 28.11 Inservice Programs:

- a) The Parties to this Collective Agreement recognize the value of continuing inservice education for Employees in the various professions and that the responsibility for such continuing education lies not only with the Employer but also with the Employee. For the purpose of this Article, the term "inservice" includes: orientation, acquisition, and maintenance of essential skills, and other programs which may be offered by the Employer.
- b) The Employer reserves the right to identify specific inservice sessions as being compulsory for Employees and those required to attend such sessions shall be paid at the applicable rate of pay for attendance.

#### 28.12 Compassionate Leave

An Employee, who qualifies for Employment Insurance (EI) Compassionate Care Benefits, will be entitled to up to eight weeks leave without pay **to care for the relative**. The Employee will notify the Employer when they no longer qualify for such benefits to discuss their return to work or other alternatives.

#### 28.13 Religious Observances

- a) The personal and spiritual importance of religious observance is hereby recognized by the parties to this Collective Agreement. Every reasonable effort shall be made to accommodate Employees who request time off work to fulfill an essential tenet of their particular religious faith. Employees may use accumulated lieu time, vacation leave, personal leave, a floater holiday, their rotational day off, or may take leave without pay at their option.
- b) The Employee shall notify their Supervisor at the beginning of each year of the dates required for such leave.

### ARTICLE 29: LAY-OFF AND RECALL PROCEDURE

- 29.01 In the event it becomes necessary to reduce the workforce, the Employer shall provide no less than three weeks advance notice in writing to the Union.
- 29.02 An Employee who is to be laid off will be provided with no less than two weeks notice in writing, or pay in lieu of notice.
- 29.03 The fields of employment are: HR Administration, Recruitment, and Payroll Accounting.
- 29.04 In the event a lay-off becomes necessary, within each field of employment the order of lay-off shall be:

First - Temporary Employees

- Second - Probationary Employees
- Third - Permanent Employees in order of seniority

29.05 Employees identified for layoff and bumping in accordance with Clause 29.04 shall only be permitted to bump into a position at an equivalent level or lower.

#### RECALL PROCEDURES

29.06 Employees laid off in accordance with Clause 29.04 shall retain recall rights for a period of one year from the date of actual lay-off.

29.07 Employees shall be recalled on the basis of firstly, their field of employment and secondly, in reverse order as specified in Clauses 29.04 and 29.05.

29.08 Should no qualified or willing Employee result from the process in Clause 29.07, consideration will be given to other laid-off Employees who occupied other fields of employment at the time of lay-off, provided such Employees are, in the opinion of the Employer, qualified for the positions.

29.09 Employees who decline recall in accordance with Clause 29.07 shall be removed from layoff status.

29.10 The Employer will attempt to first notify Employees being recalled by phone but in any case Employees being recalled will be notified by registered mail to the Employee's last known address on file.

29.11 The recalled Employee(s) shall notify the Employer of their intent within five working days from the date of receipt of the notice as determined by the records of registration. Recalled Employees who do not notify the Employer within the aforementioned time frame shall be deemed to have terminated their employment **unless there is a valid reason provided by the Employee for not responding within five working days, in which case the Employee will be placed back on the recall list.**

29.12 The Employer agrees that in the event of a cutback of work, every reasonable effort will be made to retain current Employees when filling vacant positions.

#### LAYOFF ALLOWANCE

29.13 Subject to the conditions specified, Employees participating in the TELUS Corporate Pension Plan, and who are laid off by TSSI, shall receive an allowance based on the following formula:

After 5 years service:	1 month's salary
After 10 years service:	2 month's salary
After 15 years service:	3 month's salary
<b>After 20 years service:</b>	<b>4 month's salary</b>
<b>More than 25 years service:</b>	<b>5 month's salary</b>

Payment of this allowance is subject to this Article and is based on the following conditions:

- a) **the Employee chooses not to go on the recall list,**
- b) the Employee has remained on the recall list for one year from date of layoff,
- c) the Employee has not refused reasonable alternative employment for which they are qualified, while on the recall list, offered by the Employer, and
- d) the allowance is based on the Employee's salary as at the date of layoff.

### **ARTICLE 30: WARNINGS AND DISCIPLINE**

30.01 When a warning is given, which is to become a matter of record on an Employee's personnel file, or when an Employee is to be suspended or dismissed, the Employee shall have the right to be given the reasons for such warning, suspension or dismissal in the presence of a Union Steward, Officer or other representative of the Union. The Employee shall be advised of his/her right to have a Union representative present if the Employee so wishes.

Copies of all such letters of warning, suspension or dismissal shall be sent to the Union by the Employer.

- 30.02 Written reprimands, or notice of other disciplinary action, shall remain on an Employee's file for not less than one year and not more than two years, depending on the severity of the infraction. Provided there have been no further written reprimands, or other disciplinary actions of a similar nature during this period, the document will be removed from the Employee's personnel file.
- 30.03 The Employer shall state on each written reprimand, or other disciplinary action, the period for which it shall remain on the Employee's personnel file and that Employee and the Union shall be so notified.
- 30.04 It shall be a shared responsibility between the Employer, the Union and the Employee to ensure that the written reprimand, or other disciplinary action, is removed from the Employee's file. However, in no case shall the information contained in such be used against the Employee past the removal date.
- 30.05 Any Employee desiring to appeal against disciplinary action shall do so under Article 19 (Grievance Procedure).
- 30.06 Following a request by an Employee, the Employer will make arrangements for the Employee to examine their personnel file. This examination shall be conducted in the presence of the Employer.

### **ARTICLE 31: TERMINATIONS, DISMISSALS AND RESIGNATIONS**

- 31.01 Except for the dismissal of an Employee serving a probationary period, there shall be no discipline or dismissal except for just cause.

- 31.02 Except when a Permanent Employee is terminated for just cause, the Employee shall be given two weeks' notice or pay in lieu.
- 31.03 Where an Employee resigns, the Employee shall give the Employer two weeks' notice in writing, exclusive of any vacation days due.
- 31.04 Any Employee desiring to appeal against termination/dismissal shall do so under Article 19 (Grievance Procedure).

## **ARTICLE 32: OCCUPATIONAL HEALTH AND SAFETY**

- 32.01 An effective occupational health and safety program is dependent on a specific policy set by the Employer and made clear to all Employees who accept safety operations as part of their normal responsibilities. The Union agrees to appoint or elect one member to serve on the Employer's Occupational Health and Safety Committee. Upon presentation of a proposed agenda, the Committee may meet once a month to discuss health and safety concerns. The Committee may make recommendations on matters affecting the safety and health of Employees.

## **ARTICLE 33: TRANSPORTATION**

- 33.01 Any Employee required to utilize their own vehicle in the performance of their duties shall receive a transportation allowance in accordance with Employer policy.

## **ARTICLE 34: CLASSIFICATIONS / POSITION DESCRIPTIONS**

- 34.01 The Employer shall provide classification criteria for all Classifications named in the Salary Schedule to the Union.
- 34.02 The purpose of the classification criteria is to provide a guideline for the determination of each Employee's classification and shall not be considered as an amendment to the established certificates or as a complete definition of any classification.
- 34.03 **New Classifications**
- a) In the event that the Employer creates a new job classification which is within the scope of the bargaining unit in accordance with Article 4.01, and which is not named as a Classification in the Salary Schedule the following will occur:
    - i) The Employer, shall provide classification criteria for the new classification to the Union.
- 34.04 **Change to Existing Classifications**

In the event that the Employer changes the classification criteria of a Classification listed in the "Salary Schedule" the following will occur:

- a) The Employer shall provide the changed classification criteria to the Union.
- b) If changes to the classification criteria have the effect of significantly altering the core functions of an existing classification, the Union may, within 30 calendar days from the date they received notification of the change, notify the Employer that they wish to negotiate the basic rate of pay of that classification.
- c) If the Union is notified of the change to the classification criteria within the four month period prior to the expiration date of the Collective Agreement, such negotiation and resolution of the basic rate of pay shall occur during the negotiation of the next Collective Agreement between the parties.
- d) If the Union is notified of the change to the classification criteria before the four month period prior to the expiration date of the Collective Agreement, the following provisions shall apply:
  - i) the Employer and the Union shall meet to negotiate the basic rate of pay for the classification for which the classification criteria has been changed;
  - ii) if a satisfactory conclusion to such negotiations is not reached within 60 calendar days from the date that the Union received notification of the changed classification criteria, the Union shall have an additional 14 calendar days to refer, in writing, the matter of the basic rate of pay for the classification for which the classification criteria has been changed, to Arbitration in accordance with Article 19.08, Step IV - Arbitration.

#### **34.05 Change in Job Content**

Any Permanent Employee who considers that his/her position should be reclassified due to a significant change in job content, shall have the privilege of appeal in accordance with Article 19 (Grievance Procedure), commencing at Step II.

#### **34.06 Classification Adjustment**

- a) When a Permanent Employee is reclassified to a position in a classification with the same end rate as his/her present classification, such Employee shall move to the Pay Step which has a rate which is equal to his/her present basic rate of pay, or if there is no such Pay Step, he/she shall move to the Pay Step that has a basic rate of pay that is higher to his/her present basic rate of pay.
- b) When a Permanent Employee is reclassified to a position in a classification with an end rate that is greater than the end rate of his/her present classification, and the Employee has not yet achieved Pay Step 2 in his/her present pay range, he/she shall be advanced to Pay Step 1 in the higher pay range and will then move to Pay Step 2 as soon as he/she completes 1,984 hours worked (inclusive of those hours worked in his/her former classification); however, if Pay Step 1 of the higher pay range is less than Pay Step 1 in his/her present pay range, he/she shall be advanced to the next Pay Step that provides him/her with an increase in his/her basic rate of pay.
- c) When a Permanent Employee is reclassified to a position in a classification with an end rate that is greater than the end rate of her present classification, and the

Employee has achieved Pay Step 2 or greater in the pay range for her present classification, she shall advance to Pay Step 2 in the higher pay range, however, if Pay Step 2 in the higher pay range has a basic rate of pay less than the Employee's current basic rate of pay, she shall be advanced to the next Pay Step that provides her with an increase in her basic rate of pay.

- d) In the event that the Employer changes the classification allocation of the work being performed by a Permanent Employee, to a classification with a lower basic rate of pay, such Employee, while employed in such a position, shall continue to receive her previous basic rate of pay until the basic rate of pay for the lower paid classification is equal to or greater than her previous basic rate of pay, or for a period of 12 months, whichever is earlier, at which time she will then receive the basic rate of pay for the classification to which the position is allocated.

34.07 The time limits outlined in Articles 34.03 and 34.04 may be extended by mutual consent in writing between the Union and the Employer.

34.08 In the event that the Union does not comply with the time limits established in Article 34.03 the basic rate of pay established by the Employer for the new job classification shall prevail.

34.09 In the event that the Union does not comply with the time limits established in Article 34.04, the basic rate of pay for the classification for which the classification criteria has been changed shall prevail.

34.10 An Arbitration Board established in accordance with Articles 34.03, 34.04 and 34.05 shall have the authority to deal with the establishment and effective date of a basic rate of pay for a matter that has been referred to the Arbitration Board.

#### **ARTICLE 35: PROFESSIONAL FEES AND LICENSES**

35.01 Permanent full-time Employees who are required by legislation and their job description to have an accounting certification (CA, CMA or CGA) and to maintain membership in a provincial and/or national professional association shall be reimbursed to a maximum of 50% of the costs of such memberships, to a maximum of \$400.00 per annum.

#### **ARTICLE 36: LEGAL COSTS AND INDEMNIFICATION**

36.01 Employees shall be protected by the Employer against any claims resulting from actions initiated against them in the performance of their duties except where it is proven to the satisfaction of both parties to this Agreement that said Employees have been negligent.

#### **ARTICLE 37: CASH SHORTAGES AND OVERAGES**

37.01 It is agreed that Employees handling any cash will not receive benefits from overages or conversely, will not be called upon to make up any shortages in cash balances, except in the case of criminal negligence. Any cash shortages or overages shall be reported to the immediate supervisor.

## ARTICLE 38: CASUAL AND STUDENT EMPLOYEES

38.01 The provisions of this Collective Agreement will not apply to Casual and Student Employees except as specifically provided for in this Article.

38.02 The provisions of Articles 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 14, 17, 18, 19, 21, 24, 25, 30, 32, 33, 36, 37, Salary Schedule apply to Casual and Student Employees, except as specifically amended in this Article.

38.03 The Union will be copied on all letters of appointment.

38.04 Seniority (Article 7)

a) Casual and Student Employees do not accrue seniority, however, if a Casual or Student Employee achieves a permanent position, the Employee will have all hours worked from date of hire recognized for seniority purposes.

b) No seniority will be credited for time prior to a break in active employment of 90 calendar days or more.

38.05 Hours of Work (Article 10)

a) The provisions of Article 10.01(b), 10.03, 10.04 and 10.06 do not apply.

b) A Casual Employee will not work for more than 12 consecutive weeks at any one time.

c) A Student Employee will not work for more than 123 days in a calendar year.

38.06 Overtime (Article 11)

a) Overtime will be paid for all hours worked in excess of 7.5 paid hours in a day or 37.5 paid hours in a week.

b) The provisions of 11.04 (b) do not apply.

38.07 Salary Administration (Article 15)

a) The provisions of Article 15.03, 15.04 and 15.08 do not apply.

b) Casual Employees shall be granted an increment upon the completion of 1956 regular hours of work.

c) A Student Employee's wage shall be advanced according to the Salary Schedule.

38.08 Grievance Procedure (Article 19)

The termination of a Casual or Student Employee is not subject to the grievance procedure.

### 38.09 Vacation Pay (Article 26)

Casual and Student Employees shall be paid vacation pay, in addition to their earnings at the basic rate of pay, in accordance with Employment Standards.

### 38.10 General Holidays (Article 27)

- a) Casual and Student Employees will receive 4.6% of regular earnings in lieu of General Holidays.
- b) Casual Employees and Students required to work on a General Holiday will be paid at double time for all hours worked on the General Holiday

### 38.11 Terminations, Dismissals and Resignations (Article 31)

- a) When the Employer terminates the services of a Casual or Student Employee at a time other than the Employee's scheduled term ending date, the Employee will be notified in writing by the Employer. Notice or pay in lieu of notice will be pursuant to the Employment Standards Code.
- b) At the request of the Casual or Student Employee, the Employer will meet with the Employee to discuss the reasons for termination. The Employee may have a Union representative present.

## **ARTICLE 39: CONTRACTING OUT**

39.01 When situations occur that result in TSSI considering contracting out services that fall under the bargaining certificate, the following process will be used:

- a) Management will inform the General Manager or their designate.
- b) The General Manager, or their designate, will inform the Union of such situations in a timely manner.
- c) The Union may request to meet with Management of the work unit considering contracting out. The General Manager, or their designate, will arrange for the parties to meet in a timely manner and will assist in establishing an agenda.
- d) The parties will meet to:
  - i) enable the parties to articulate and understand the rationale for considering the contracting out service;
  - ii) clarify the interests of the parties;
  - iii) identify and address the potential impact of contracting out on the Union and its members;

iv) explore options to contracting out that may lessen the impact on the Union and its members.

e) The parties may mutually agree to meet on more than one occasion to address identified issues. The General Manager, or their designate, will, at the request of either party, facilitate such meetings.

f) The parties will consult as to how to communicate any decisions reached to Union members affected.

39.02 Should any Employee not be offered continued employment with the contractor or within TSSI's Calgary operations, the layoff provisions of Article 29 (Layoff and Recall Procedure) shall apply.

39.03 The layoff provisions of Article 29 (Layoff and Recall Procedure) shall apply to an Employee who rejects an offer of continued employment with the contract.

#### **ARTICLE 40: LABOUR/MANAGEMENT COMMITTEE**

40.01 The Labour/Management Committee will be mandated to discuss matters of mutual interest or concern between the parties and make recommendations.

40.02 The Committee shall meet every 2nd month (September through June) unless otherwise agreed to by the Committee members.

40.03 The Committee shall be composed of:

a) up to three representatives appointed by the Employer;

b) one representative appointed by the Union;

c) up to two representatives from the bargaining unit, appointed by the Union.

## APPENDIX A: SALARY SCHEDULE

Effective 2011 January 1 – 1.75% increase to hourly rate.

Effective 2012 January 1 – 1.75% increase to hourly rate.

### Administrator I (A1)

Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Jan. 1, 2011	17.50	18.20	18.93	19.69	20.47	21.30	22.14
	34,262	35,636	37,050	38,544	40,078	41,692	43,345
Jan. 1, 2012	17.81	18.52	19.26	20.03	20.83	21.67	22.53
	34,861	36,260	37,699	39,219	40,780	42,421	44,104

### Administrator II (A2)

Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Jan. 1, 2011	19.60	20.39	21.20	22.05	22.93	23.85	24.81
	38,365	39,919	41,512	43,166	44,899	46,692	48,564
Jan. 1, 2012	19.94	20.75	21.58	22.44	23.34	24.27	25.24
	39,037	40,617	42,239	43,921	45,685	47,509	49,414

### Employee Services Administrator I (ESA1)

Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Jan. 1, 2011	21.96	22.83	23.75	24.69	25.68	26.71	27.78
	42,986	44,700	46,492	48,345	50,277	52,289	54,381
Jan. 1, 2012	22.34	23.23	24.16	25.13	26.13	27.18	28.26
	43,739	45,482	47,306	49,191	51,157	53,204	55,332

### Employee Services Administrator II (ESA2)

Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Jan. 1, 2011	24.59	25.57	26.60	27.66	28.76	29.91	31.12
	48,146	50,058	52,070	54,141	56,313	58,564	60,914
Jan. 1, 2012	25.02	26.02	27.06	28.14	29.27	30.44	31.66
	48,988	50,934	52,981	55,089	57,298	59,588	61,980

### Employee Services Administrator III (ESA3)

Effective	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Jan. 1, 2011	27.54	28.64	29.78	30.98	32.21	33.51	34.85
	53,922	56,074	58,305	60,655	63,065	65,595	68,225
Jan. 1, 2012	28.03	29.14	30.30	31.53	32.78	34.09	35.46
	54,866	57,055	59,325	61,717	64,169	66,743	69,419

**Students:**

	<u>2010</u>	<u>2011</u>
High School	\$10.89/hr	\$11.08
Completed 1 <sup>st</sup> year College/University	\$12.97/hr	\$13.20
Completed 2 <sup>nd</sup> year College/University	\$14.50/hr	\$14.75
Completed 3 <sup>rd</sup> year College/University or higher	\$16.59/hr	\$16.88

Note: The Hourly Rate is the official rate of pay. Annual salaries are provided for information purposes only.

**LETTER OF UNDERSTANDING**

Between

**TELUS Sourcing Solutions Inc.**

And

**The Canadian Union of Public Employees (CUPE) Local 182**

**RE: ACCOUNTING CERTIFICATION**

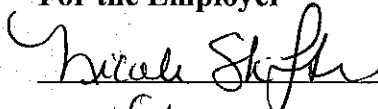
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The parties agree that the following provision which has been deleted from the collective agreement will continue to Henning Stassov, ESA III (Compensation Reconciliation Account Specialist):

**35.01 Permanent full-time Employees who are required by legislation and their job description to have an accounting certification (CA, CMA or CGA) and to maintain membership in a provincial and/or national professional association shall be reimbursed to a maximum of 50% of the costs of such memberships, to a maximum of \$400.00 per annum.**

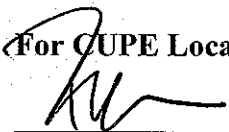
This Letter of Understanding will not require re-negotiation in subsequent collective agreements and will remain in full force and effect for as long as Mr. Stassov remains employed by TELUS Sourcing Solutions, Inc. in the position of ESA III (Compensation Reconciliation Account Specialist).

For the Employer

  
\_\_\_\_\_

Date: Mar. 2/2011.

For CUPE Local 182

  
\_\_\_\_\_

Date: Feb 1, 2011

**LETTER OF UNDERSTANDING**

Between

**TELUS Sourcing Solutions Inc.**

And

**The Canadian Union of Public Employees (CUPE) Local 182**

**RE: SERVICE AWARDS**

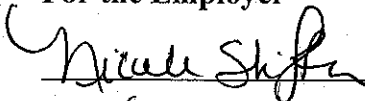
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The parties agree that the TELUS Service Award Program as introduced on 2007 December 14, and as may be amended from time to time by the Employer, will apply to all bargaining unit Employees.

The Employer agrees that the following Employees who currently receive an Annual Service Award under Article 9 of the CBE Staff Association Collective Agreement with the Employer (Draft 6) will continue to receive the annual service award as long as they continue to work for the Employer:

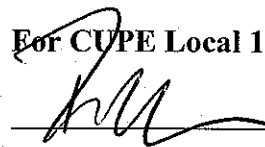
JoAnn Longman  
Sharon Tremblay  
Karen Moore

**For the Employer**

  
\_\_\_\_\_

Date: Mar 2/2011

**For CUPE Local 182**

  
\_\_\_\_\_

Date: Feb 1, 2011

**LETTER OF UNDERSTANDING**

Between

**TELUS Sourcing Solutions Inc.**

And

**The Canadian Union of Public Employees (CUPE) Local 182**

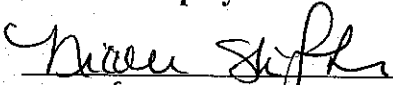
**RE: RETIREMENT ALLOWANCE BENEFITS**

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The parties agree that the following four Employees who currently are eligible to receive a Retirement Allowance under Article 22.4 and a Retired Employees' Benefit Package under a Letter of Understanding, both in the CBE Staff Association Collective Agreement with the Employer (Draft 6) will be grandfathered under those provisions:


JoAnn Longman  
Sharon Tremblay  
Karen Moore  
Carol Upstone

**For the Employer**

  
\_\_\_\_\_

Date: Mar. 2/2011.

**For CUPE Local 182**

  
\_\_\_\_\_

Date: Feb 1, 2011

## LETTER OF UNDERSTANDING

Between

**TELUS Sourcing Solutions Inc.**

And

**The Canadian Union of Public Employees (CUPE) Local 182**

### RE: INCLUSIONS

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It is the intent of the parties that the following classifications, at date of ratification, would be included in the scope of the bargaining unit, subject to certification by the Alberta Labour Relations Board.

#### CUPE 182

Data Entry – Payroll  
Financial Analyst – Payroll Accounting  
Payroll Consultant  
Payroll Specialist I  
Payroll Specialist II  
Payroll Training and Development Consultant  
Receptionist 3- OH&S  
Secretary II – OH&S  
Technical Support Analyst

#### Staff Association

Compensation Reconciliation Acct. Specialist  
Employee Services Administrator I, II, III  
Human Resources Records Clerk  
Human Resources Service Representative  
Junior Recruiter  
Operations/Distribution Assistant  
Staffing Operations Clerk

#### Currently Out-of-Scope

Administrative Assistant - OH&S  
Administrative Secretary/Receptionist  
Benefits Administrator  
File Room Clerk  
Human Resources Administrator  
Recruitment Administrator  
Recruitment Assistant  
Recruitment Coordinator  
Senior Benefits/Leave Administrator  
Senior Human Resources Administrator

For the purpose of making an application to the Board, it is the intent of the parties that the following classifications which were included under the scope of the bargaining units but that the

Employer does not currently have and has no intention of staffing in the future, would fall under the new certificate.

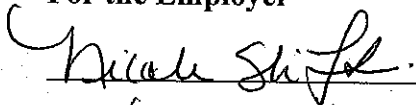
CUPE

Senior Financial Clerk  
Senior Financial Analyst

SA


Replacement Assistant  
Temporary Replacement Roster Clerk  
HR Technical Support Assistant  
Staffing and Recruitment Assistant  
Staffing and Recruitment Group Leader  
Operations Analyst  
HR Business Systems Specialist  
Business Analyst  
HR Systems Services Analyst

**For the Employer**

  
\_\_\_\_\_

Date: Mar. 2/2011.

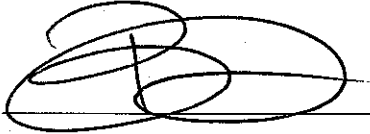
**For CUPE Local 182**

  
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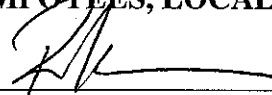
Date: Feb 1, 2011

The undersigned hereby certify that the foregoing Collective Agreement sets forth properly the terms and conditions agreed upon in negotiations.

On behalf of  
TELUS SOURCING SOLUTIONS INC.



On behalf of the  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 182



*Mark Levette*

*Robert*

Date: Feb 17, 2011

Date: Feb 1, 2011