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A G R E E M E N T

BETWEEN

ISLAND TELEPHONE COMPANY LIMITED

TELEPHONE PLANT WORKERS
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA

January 9, 1994

January 6, 1996

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TABLE OF CONTENTS

ARTICLE	PAGE
Preamble	3
1. Purpose, Recognition and Scope	3-4
2. Discrimination	4-5
3. Deduction of Regular Dues	5
4. Time Allowance	5-6
5. Union Representation	6-8
6. Management Rights	8
7. Definitions	9-10
8. Seniority	11-12
9. Force Adjustment	12-15
10. Health and Safety	16-17
11. Discipline	18
12. Grievance Procedure	18-20
13. Arbitration	21
14. Technological Change	21-24
15. Wage Administration	24-25
16. Hours of Work	25-26
17. Overtime	26-29
18. Holidays	29-32
19. Vacations	32-35
20. Transfers	35-36
21. Job Posting & Temporary Appointments	36-37
22. Differentials and Premium Payments	38-39
23. Living Expense and Transportation Allowance	39-43
24. Work Location	43
25. Work Performed by Management	44
26. Employee Information	44-45
27. Sickness, Absence and Benefits	45-46
28. Witness, Jury Duty and Elections	46
29. Bereavement Leave	46
30. Maternity Leave of Absence and Child Care Leave	47-50
31. Terms of Agreement	50

32. Validity of Agreement	50
Witness Clause	51
Appendix "A" Wage Schedules	52-57
Appendix "B" Normal Headquarters	58
Appendix "C" Definition of Classifications	59-61
Appendix "D" Relief Periods	62
Appendix "E" Record of Continuity	63-64
Appendix "F" Layoff Procedure	65-66
Preamble to Letters of Intent	66
Letters of Intent	67-72
Pay Equity Memorandum of Agreement	73
Sickness Disability Benefits	74

NOTE: In the text of this Agreement, a line on the right side of the clause indicates that it is a new or revised clause.

PREAMBLE

This Agreement made in duplicate as of this 15th day of July, 1994.

BETWEEN:

COMMUNICATIONS, ENERGY, AND PAPERWORKERS UNION OF CANADA, LOCAL 401, herein acting for and as represented for all purposes of this Agreement hereinafter referred to as the "UNION," of the First Part.

- AND -

THE ISLAND TELEPHONE COMPANY LTD. hereinafter referred to as the "COMPANY," of the Second Part.

WHEREAS, the parties hereto are desirous of maintaining a harmonious relationship between the Company and its employees, based upon mutual respect and trust with due regard to their respective interests and joint obligations in the provision of the telephone service to the public, and

WHEREAS, the parties hereto are desirous of establishing a formal procedure and orderly collective bargaining for the determination of rates of pay, hours of work or other working conditions for employees who, are engaged in any of the occupations covered by the wage schedules attached to and forming part of this Agreement; and for the final settlement of differences concerning the interpretation or violation of any of the provisions of this Agreement, without stoppage of work.

NOW, THEREFORE, THIS AGREEMENT, witnesseth and the parties hereto agree as follows: -

ARTICLE 1 - PURPOSE, RECOGNITION & SCOPE

1.01 The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement. Reference Clause 7.01.

1.02 This Agreement shall apply to all Plant/Craft employees of Island Telephone Company Limited, excluding Level 1 Managers and those above as covered by the Order of Certification issued by the Canada Labour Relations Board dated on the 20th day of December, 1991.

When the parties mutually agree that a new occupation established during the term of this Agreement has clearly a number of significant points in common with the other occupations within the unit, such new occupations shall fall within the scope of this Agreement.

1.03 CONDITIONS OF EMPLOYMENT - Conditions of employment shall be as hereinafter laid down in this Agreement.

1.04 The Union agree that during the term of this Collective Agreement there shall be no strike, cessation of work or a refusal to work or to continue to work by employees, in combination, in concert or in accordance with a common understanding and a slowdown of work or other concerted activity on the part of *employees* in relation to their work that is designed to restrict or limit output.

The Company agrees that during the term of this Collective Agreement there shall be no lockout, the closing of a place of employment, a suspension of work by the Company or a refusal by the Company to continue to employ a number of its employees, done to compel its employees to agree to terms or conditions of employment.

Every reasonable effort will be made by the Company and the Union to avoid layoffs.

ARTICLE. 2 - DISCRIMINATION

2.01 The plural and masculine herein includes the singular and feminine throughout, and vice versa.

The Company will not discriminate in any way against an employee for membership in the Union.

The Company and the Union agree that they will not threaten, intimidate, or unlawfully discriminate in the work place against an employee for reasons of pregnancy, race, religion, creed, colour, sex, marital status, national origin, political affiliation with a legitimate political party, or for exercising any rights under this Collective Agreement.

2.02 The parties agree that employees shall have employment free from sexual harassment. An employee alleging sexual harassment may have their grievance dealt with at Step II of the grievance procedure.

“Sexual Harassment” **means** any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee, or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

ARTICLE 3 . **DEDUCTION** OF REGULAR DUES

3.01 On each and every pay day of each and every month, the Company agrees to deduct from the wages of each employee in the bargaining unit, union dues for that pay period or an amount equivalent to the regular dues duly authorized by the By Laws of the Union for union dues. Each and every month, the Company will remit the amounts so deducted together with a statement of such employees to the Secretary Treasurer of the Union.

3.02 The Company shall, where possible, deduct from the earned wages of an employee dues in arrears as directed by the Union. The employee may not hold the Company liable for any such action.

3.03 This checkoff of dues shall continue during the life time of this Agreement or any renewal thereof and shall be continued throughout any period during which the parties engaged in negotiations with a view to making a new Agreement, and it shall apply to all employees in the bargaining unit.

3.04 The Company agrees to include the amount of union dues paid by each employee on the employee's T-4 slip.

3.05 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of or resulting from the operation of this Article.

ARTICLE 4 - TIME ALLOWANCE

4.01 Employees having scheduled holidays and/or vacation during time off for union business will be permitted to re-schedule them to a time mutually agreeable to the employee and Company.

4.02 An employee who misses a full day's work as a result of inclement weather shall be permitted to make up the time lost either by:

- (a) Accepting loss of time without pay.
- (b) Designating the day as a vacation day, if applicable.
- (c) Designating the day as a floating holiday, if applicable.
- (d) Making up the time by working an equal number of hours, if office conditions warrant the extra time.

An employee who misses less than a full day's work as a result of inclement weather shall have the following options:

- (a) Accepting loss of time without pay.
- (b) Making up the time by working an equal number of hours, if office conditions warrant the extra time.

ARTICLE 5 - UNION REPRESENTATION

5.01 When requested by the Union, the Company will grant a leave of absence under the following conditions:

- (a) The leave of absence shall be granted to a member of the bargaining unit represented by the Local Union for the purpose of conducting business as a representative of the said Union.
- (b) There shall be no more than one (1) employee off at any one (1) time.
- (c) The leave of absence will be without pay and for a period of three (3) months to one (1) year with the option of extending it for a further period. The total period of leave of absence shall not exceed six (6) years.
- (d) The period of absence shall not be deducted from the employee's service for all purposes.
- (e) The employee has the option of retaining any of the following benefits: Voluntary Accident Insurance, Extended Health Care, Group Life Insurance, by paying the full cost of all premiums necessary to provide any benefits. The Union will provide the necessary pension contribution to the Company.

- (f) When the employee returns to work, the Company will endeavour to place the employee in the same area of the Company and provide comparable employment to that which the employee had at the time he/she left. There is, however, no guarantee that the employee will receive his/her former job.

5.02 When requested by the Union, time off without pay of up to two (2) weeks' duration shall be granted to employees without loss of net credited service. The total accumulated time off for such absences shall not exceed thirty-nine (39) weeks in any calendar year.

Leave of absences without pay for more than two (2) weeks and up to three (3) months' duration shall be granted to employees. Both time off and leave of absence referred to in this paragraph shall be subject to the following conditions:

- (a) The granting of such time off and leaves shall be subject to service requirements.
- (b) A written request for such time off and/or leave must be submitted to the Company at least fifteen (15) days prior to the commencement of the time off or leave. When the Union fails to provide this fifteen (15) days' notice, the request for time off will only be granted when mutually agreed upon by the Company and the Union.
- (c) The time off and leave of absence shall not be used for the solicitation of members for the purpose of certification.
- (d) Time off to attend the National Convention of the Union shall not be subject to service requirements, but in this case, the request must be made in writing at least thirty (30) days before the start of such leave.

5.03 When it becomes necessary to require the attendance of an employee or a Union committee during working hours, for the purpose of transaction of necessary business with the Company, or for the purpose of giving evidence before the body set up to deal with any dispute, basic wage rates will be allowed the employees by the Company during attendance at such meeting or hearing including the normal travelling time

to and from the meeting so as to maintain their basic week's wages. It is recommended that committees meeting with the Company be as small as reasonably possible, both for the purpose of facilitating the transaction of the business at issue, and to avoid undue absence of the employees from duty.

The Company will not be required to pay travelling expenses for employees engaged in general Union matters.

5.04 In January of every year, the Union shall send to the Company a list of all Union Officers including "Union Stewards." This list shall show the jurisdiction for which the Union Officers and Stewards are appointed. Not later than ten (10) days following the appointment of a replacement for any of these positions or the creation of a new position, the Union shall send a written notice to the Corporate Services Department providing the name of the appointee and the position to which he/she was appointed, and in the case of the appointment of a replacement, the name of the person replaced. Upon receipt of such notices, the Company shall notify the management of the departments concerned.

5.05 Request for any time off for Union business shall be made in writing on form GA1125 to the immediate supervisor, and such time shall not be taken off prior to obtaining Company approval.

5.06 The Company will pay the basic wages of one (1) employee for one (1) day to attend the Union's bargaining caucus.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Union recognizes and agrees that the Company has the right and authority to operate and manage its assets and business, and direct the working forces of the Company, and to hire, suspend, demote, transfer, layoff, or discharge employees for proper and sufficient cause; and these rights and authority are abridged or limited only by the express provisions of this Agreement.

ARTICLE 7 - DEFINITIONS

7.01 The term "EMPLOYEE" referred to in this Agreement means all employees employed in any of the classifications listed in this Agreement. It does not mean an employee who is employed in a confidential capacity in matters relating to labour relations or who exercise management functions on a permanent basis or probationary employees for the purpose of discharge.

7.02 "REGULAR EMPLOYEE" means an employee whose employment is expected to be continuous and is not engaged as a Temporary Employee.

7.03 "TEMPORARY EMPLOYEE" means an employee hired for a specific purpose and whose employment is expected to continue for more than three (3) weeks but not more than six (6) months. The Company will notify the Union at time of hiring: the name of the temporary employee, the specific purpose involved, and the commencement and expected termination dates of employment. When the total period of employment of a temporary employee exceeds six (6) months in any twelve (12) month period, the employee shall be reclassified as a "Regular Employee."

The Company will provide to the Union, upon request, a list of all temporary employees (and their employment dates) who were on the payroll in the previous year.

7.04 "PROBATIONARY EMPLOYEE" means a regular employee who is engaged for a trial period not to exceed six (6) months to determine suitability for continued employment. Dismissal of an employee during this six (6) month period will not be contested by the Union.

A probationary employee who has continuous service as a temporary employee in the same job shall have such service credited as part of the probationary period.

7.05 "SHIFT EMPLOYEE" means an employee whose regular schedule of hours were not confined within the period from 8:00 a.m. to 5:00 p.m. on the days Monday to Friday inclusive during the five (5) week period prior to the date on which the employee's status as a shift employee must be determined for holidays, overtime, and all other provisions under the Agreement.

7.06 "UNION STEWARD" means an employee appointed by the Union to represent the interests of the Union members and whose appointment has been certified by written notice from the Local President of the Union to the Corporate Services Department of the Company. Upon receipt of such notice, the Corporate Services Department shall notify the management of the departments involved.

7.07 A "SHIFT" is a regular scheduled tour of forty (40) hours of duty (holidays excepted) part or all of which falls outside the hours of 7:00 a.m. to 6:00 p.m., Monday to Friday inclusive. Eight (8) hours of work on any day Monday to Friday inclusive (holidays excepted) between the hours of 7:00 a.m. and 6:00 p.m., with a meal period, is a normal tour of duty and is not considered to be a shift.

7.08 "TOUR OF DUTY" means the time worked by an employee on any working day.

7.09 "SCHEDULED TOUR OF DUTY" means a tour of duty not exceeding the basic hours of work per day which an employee is scheduled to work and of which he/she has been advised in advance.

7.10 "NORMAL HEADQUARTERS" - Each employee when engaged shall be assigned to a work location within an exchange of the Company. Such exchange shall be known as the employee's normal headquarters until such time as he/she moves to another headquarters under some provision of this Collective Agreement.

7.11 "REPORTING CENTRE" means that place designated by the Company where employees are to report for work.

7.12 "HOME BOARD" is an alternative to board and lodging (Article 23.02) for the employee who is working away from his/her normal headquarters.

Accordingly, there is no travel time or expenses, lodging, or meal expenses paid where an employee elects home board.

ARTICLE 8 - SENIORITY

8.01 The term "SERVICE" referred to in this Agreement is the period of time an employee has been continuously employed by and recorded on the payroll of one or more of the following companies: THE ISLAND TELEPHONE COMPANY LIMITED, MARITIME TELEGRAPH AND TELEPHONE COMPANY, EASTERN ELECTRIC AND SUPPLY COMPANY LIMITED, ATLANTIC UTILITIES LIMITED, and the period of time an employee has been on approved leave of absence when the terms of the said leave of absence specifically state, the time spent outside the employ of one of the above named companies shall be considered, for the purpose of determining the employee's service, as time in the employ of the Company.

The continuity of employment is not broken when an employee is granted an approved leave of absence without pay; however, the time spent on such leave of absence is not considered as time in the employ of the Company, and is not "service" unless the approved leave of absence specifically states the time on leave of absence is to be considered as "service."

Provided, however, that an employee who has been employed, under the conditions outlined above, for a continuous period of time sufficient to qualify for bridging of his/her service shall have any earlier breaks in his/her service bridged so as to include in his/her total service, all periods of employment as defined above.

8.02 "NET CREDITED SERVICE" refers to that period of continuous service since the regular employee was last placed on the Company payroll, plus any credit for other service as referred to above which has become eligible for bridging in accordance with the Company procedure for service bridging as outlined herein.

"SENIORITY" for a regular employee is determined in accordance with and is the same as that employee's net credited service as shown on Company records.

Service Bridging Procedure

When a regular employee is re-engaged following a break in service, the employee's service is bridged after he/she has been on the Company payroll continuously for a minimum period of one (1) year and the combined total of all services equates to eleven (11) years or more. At that time, the employee's net credited service is recalculated, and a revised service entry date is established.

8.03 The Company will provide to the Union twice a year (March and October), a seniority list of all members in the bargaining unit. Any additions or deletions to this list will be forwarded to the Union. (Effective 1990 the eligibility for service bridging date will be included with the seniority list).

ARTICLE 9 - FORCE ADJUSTMENT

9.01 Notice

(a) All employees who have completed three (3) consecutive months of continuous employment and are being discharged or laid off (except employees who are being discharged for just cause) shall receive, in each case, the following minimum notice:

- (1) Where an employee has been continuously employed for three (3) months or more but less than five (5) years - two (2) weeks' notice in writing, or two (2) week's pay in lieu of notice.
- (2) Where an employee has been continuously employed for five (5) years or more but less than ten (10) years - four (4) weeks' notice in writing, or four (4) weeks' pay in lieu of notice.
- (3) Where an employee has been continuously employed for ten (10) years or more - eight (8) week's notice in writing, or eight (8) weeks' pay in lieu of notice.

Copies of all notices of layoff shall be sent to the Local Union President.

(b) If a strike, lockout, or other work interruption in another bargaining unit causes a layoff of employees, the minimum notice or payments in lieu of as specified in this Article will not apply.

- (c) Employees who are resigning from the Company shall give the Company at least two (2) weeks' notice in writing, except in cases where a strike or lockout causes the employee to resign.

9.02 Layoff

Whenever economic or force conditions warrant the laying off of employees, the following conditions shall apply subject to the letter of intent attached to this Agreement, as Appendix "F."

- (a) Employees employed on a part-time or casual basis shall be laid off first.
- (b) Employees employed as "Temporary Employees" shall be laid off second.
- (c) Employees employed as "Probationary Employees" shall be laid off third.
- (d) Employees employed as "Regular Employees" shall be laid off fourth in inverse order of seniority with full consideration being given for previous experience in other classifications.
- (e) (1) Severance Pay will be offered to regular employees on termination of employment on account of layoff due to lack of suitable work, provided there is no prospect for re-engagement of the regular employee on a regular, temporary, or part-time basis within twenty-four (24) months of the date of layoff.
(2) To be eligible, a regular employee must have at least one (1) year net credited service and must not have been dismissed for cause nor have resigned voluntarily. A regular employee who has not been recalled within twenty-four (24) months from the date of layoff shall be eligible for severance pay.

In the event that the Company chooses to re-engage an employee who has previously received severance pay, any subsequent severance pay is based on service accumulated from the date of re-engagement.

- (3) The scale of benefits provides an allowance equivalent to one (1) week's pay for each full year of net credited service up to ten (10) years and, thereafter, two (2) weeks' pay for each additional year of net credited service up to a maximum of forty-nine (49) weeks' pay.
- (4) Any regular employee receiving severance pay will not be eligible for recall.
- (5) Temporary employees will receive severance pay as per the Canada Labour Code.
- (f) In circumstances where the Company has received applications pursuant to a job posting and one of those applications is from an employee whose job has been declared redundant, the Company may, with the written agreement of the Union, give preference to an employee whose job has been declared redundant.

9.03 Bumping

- (a) The layoff shall be confined to the affected job classification(s) with the provision that regular employees to be laid off who have actual experience in another classification with the Company have the right to choose either:
 - (1) to bump the most junior in that other classification in the employee's normal headquarters, or
 - (2) to bump the most junior employee in that other classification in the bargaining unit, or
 - (3) not to exercise his/her bumping rights. If this option is chosen, the Company will lay off the most junior employee in the bargaining unit and transfer the employee originally identified for layoff into that classification, provided:
 - (i) she/he has had actual experience in that classification or;
 - (ii) she/he can, within a reasonable training period, sufficiently perform the job.

For purposes of this clause, an employee with present ability to do the job will be considered as having had actual experience in the classifications of Apparatus Shopman, Framemen, Storekeepers and Shippers, Garage Servicemen, and Utility Men as described in Appendix "C."

- (b) Rather than initiating the bumping or layoff procedure, the Company, if aware of a job vacancy and rather than post a vacancy, may prefer to transfer the regular employee whose job has been declared redundant. Subject to obtaining written agreement of the Union and the regular employee, the Company may transfer the regular employee to the vacant job without posting it.

9.04 Recall

If additional staff is required, employees on layoff will be recalled in the following manner:

- (a) The senior laid off employee will be recalled first, providing he/she has the present ability to do the job.
- (b) Laid off employees having the ability and qualifications will be given preference for any available non-management jobs within the Company subject to any contract binding upon the Company.
- (c) An employee who has been given notice of recall for regular employment may refuse to exercise such right on one (1) occasion only without jeopardizing his/her right to recall. Otherwise, an employee who fails to report for regular duty as stipulated by the Company shall no longer be subject to recall.
- (d) An employee who is laid off for the above conditions will for two (2) years retain his/her seniority for all purposes including vacations.

9.05 Should a regular full-time employee who has been laid off be recalled within thirty (30) days of layoff, there shall be no break in the employee's service for all purposes.

ARTICLE 10 - HEALTH AND SAFETY

10.01 The Company agrees to adopt and implement practices and reasonable methods to protect the employees' health and to ensure their safety at work.

10.02 The Union agrees that, collectively and individually, its members shall strictly observe all safety rules and regulations.

10.03 The Company and the Union agree to adhere to the Occupational Safety and Health rules and regulations as contained in the Canada Labour Code, Part II.

10.04 There shall be a joint Labour Management/Health and Safety Committee for the purpose of reviewing and resolving Labour Management Health and Safety type problems which may arise from time to time. Membership on the Committee, frequency of meetings, terms of reference, etc., will be as specified in the constitution of the Committee. The constitution of the Committee may only be changed by mutual agreement between the Company and the Union.

10.05 The Company agrees:

- (a) To provide safe working conditions, proper and adequate tools, equipment and protective devices.
- (b) To maintain safe, clean, adequately heated, ventilated and lighted places of work in all Company buildings.
- (c) To keep Plant Craft Employees at all times familiar with safe working practices.

10.06 No employee shall do or be required to do any work that is considered unsafe. When an employee encounters an unsafe or unhealthy situation, other than the normal hazards of the work or working areas, the employee shall report the situation to his/her supervisor who will ensure the provisions of the Occupational Health and Safety Act are followed in rectifying the situation.

10.07 An employee shall not be required to work outside in exceptionally cold or stormy weather, unless under cover, except where in the judgement of the Company, cases of emergency or necessity exist.

10.08 The Company shall decide what tools are required for the job and shall supply or make them available and shall replace such of these tools as in its judgement becomes obsolete or worn out. Each employee shall be responsible to the Company for all tools assigned to him/her.

10.09 The Company agrees to test video display terminals at least every twelve (12) months and to make reasonable efforts to provide adequate environmental standards in regards to the provision of lighting, seating and work station design, subject to the operational and financial requirements of the Company.

10.10 An employee who is pregnant and regularly scheduled to work with video display terminals, will upon her request, be removed from working with V.D.T.'s. Subject to any contract binding upon the Company, a regular full-time employee shall be permitted to perform other available non-management work within her same headquarters, providing the employee has the present ability to perform the job. If no such work is available, or if any such work ceases to be required, the regular full-time employee shall have the option of taking a leave of absence without pay or benefits until eligible for maternity leave.

The Company agrees that every effort will be made to expedite the granting of leave of absence and in any case, the implementation of such a leave of absence will not be delayed for more than five (5) days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.

10.11 An employee working regularly with a video display terminal shall not be scheduled to work more than two (2) hours continuously without his/her normal relief period or a change to a non-video display terminal work assignment.

ARTICLE 11 - DISCIPLINE

11.01 In the case of discharge, suspension or disciplinary action or demotion, the Company will present to the employee affected written reasons for such action at the time of its occurrence. A written notification of the action taken will also be sent to the Union Chief Steward. Any such action taken must be for proper and sufficient cause and is subject to the terms of this Agreement.

11.02 Any record of disciplinary action(s) recorded against an employee will automatically be cancelled after eighteen (18) months. Unless during this eighteen (18) month period the employee receives any additional written disciplinary notices, Any such action taken is subject to the terms of this Agreement.

11.03 The Steward or Chief Steward shall, unless the employee objects, be invited to be present at any meeting between a representative of the Company and that employee called for the explicit purpose of announcing any measure referred to in 11.01.

11.04 After making suitable arrangements with his/her immediate supervisor, an employee shall have the right to inspect his/her disciplinary record annually or at any step of the grievance procedure if the grievance deals with disciplinary action.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 When any dispute arises between any employee or number of employees and the Company concerning the interpretation, application, administration or alleged violation of this Agreement it shall first be discussed with the management employee to whom the employee(s) report. The employee(s) may have a Shop Steward present if so desired.

12.02 The management employee to whom the matter has been referred shall answer the dispute within two (2) working days of the last discussion with the employee(s) unless the Union agrees to extend this time limit.

When the dispute cannot be settled by this informal procedure by the management employee to whom it was referred, it shall be deemed to be a "GRIEVANCE," and the management employee shall be notified that a grievance will be filed. A grievance must be filed within a reasonable period of time from the occurrence giving rise to the dispute.

12.03 In this grievance procedure, the time limits in "days" refer to WORKING DAYS, exclusive of Saturdays, Sundays and holidays. These time limits may be waived or extended by mutual agreement.

In each of the following steps of this grievance procedure, the Company will state its disposition of the grievance in writing within two (2) days of the last meeting convened to deal with the grievance.

At any time the Union accepts the Company's ruling on a grievance, the Union shall within five (5) days notify the Company of the Union's acceptance. This notice shall be sent to the management person with whom the grievance was last discussed.

Should the Union fail to refer a grievance to the next step in the grievance procedure within forty-five (45) days of the specified time limit, it shall be conclusively deemed the grievance has been abandoned.

12.04 The grievor may be present at Steps 1 and/or 2 of the grievance procedure if deemed necessary by either the Company or the Union.

Grievance Procedure **Step No. 1**

12.05 If the employee(s) or the Union is not satisfied with the decision of the management employee to whom the dispute was referred, the "grievance" within five (5) days may be submitted in writing to the appropriate Level II Management employee.

After he/she has received the grievance, the Level II Management employee, or his/her delegated representative, shall arrange a meeting or meetings with the Union Representative named in the grievance at the earliest agreeable time, and not later than five (5) days from the time the grievance is received by him/her.

Grievance Procedure Step No. 2

12.06 If a grievance is not settled in Step 1, the Union within five (5) days may take the matter up with the appropriate Level III Manager. The Department manager or his/her delegated representative, shall as promptly as possible, but within ten (10) days after the matter is submitted to him/her, meet with the Union's Chief Steward or his/her delegated representative, to settle the "grievance."

Grievance Procedure Step No. 3

12.07 If a grievance is not settled within two (2) days of the last meeting in Step 2, the Union (Company) within ten (10) days may submit in writing to the President and Chief Executive Officer of the Company (Union National Representative), a request for a meeting for the purpose of attempting to settle the grievance. The President and Chief Executive Officer or his/her delegated representative (Union National Representative or his/her delegated representative) shall within ten (10) days of the receipt of such communication notify the Union (Company) of the time, date and place of such conference.

Complaints, more particularly those of wide application or concerning interpretation of this Agreement and general policy of the Company, may be taken up at Step 3 of the grievance procedure.

The Chief Steward or his/her delegated representative will be present at this step of the grievance procedure if deemed necessary by either the Company or the Union.

12.08 When, in the opinion of the Company, the Union or any of its members violate the terms of this Agreement, the Company may refer the matter to the Union National Representative of the Union and request a meeting with him/her to discuss the matter. Upon receipt of such a request from the Company, the Union National Representative or his/her delegated representative shall within two (2) days arrange to meet with the Company representative and discuss the complaint. When the complaint cannot be settled by this method, it shall be deemed to be a "grievance" and will be subject to the terms of this grievance procedure Step No. 3.

ARTICLE 13 - ARBITRATION

13.01 Whenever a difference relating to the interpretation, application, administration, or alleged violation of this Agreement arises between the Company and Union, either party may, after complying with the provisions as set forth in the grievance procedure, submit the matter to arbitration.

13.02 Arbitration proceedings shall be instituted by written notification to the other party of its desire to submit the difference or allegation to arbitration. If after five (5) working days from the original notice given, the parties fail to agree on an arbitrator, then either party may request the Minister of Labour to appoint an arbitrator. The decision of the arbitrator shall be final and binding on the parties.

13.03 No cessation or slowdown of work shall be exercised or promoted by any individual employee or group of employees during the course of the grievance procedure outlined above; nor shall any illegal strike take place.

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

13.05 In determining any grievance arising out of discharge or other discipline, the arbitrator may dispose of the claim by affirming the Company's action and dismissing the grievance or by setting aside the disciplinary action involved and restoring the grievor to his/her former position with or without compensation or in such other manner as may, in the opinion of the arbitrator, be equitable.

13.06 The parties shall contribute equally to the expenses and remuneration of the arbitrator and all proceedings related thereto.

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 The Company agrees to consult with the Union whenever the Company proposes to effect a technological change that will result in the displacement of employees within the bargaining unit.

The Company shall, where possible, give notice of the technological change to the Union twelve (12) months prior to the date of any such technological change, but in any event not less than six (6) months.

At this time, the Company agrees to notify the Union of the nature of the technological change, the implementation date, the location, and approximate number of employees directly involved.

14.02 "Technological Change" in this Article means:

- (a) The introduction by the Company into its business of equipment and material of a different nature and kind than that previously utilized by the Company in the operation of its business which will result in the displacement of employees within the bargaining unit, and
- (b) A change in the manner in which the Company carries on the business that is directly related to the introduction of that equipment and material which will result in the displacement of employees within the bargaining unit.

14.03

- (a) Senior employees from the affected group with the ability to learn and willing to take the necessary training will be trained to maintain the new equipment.
- (b) Redundant employees having the minimum job qualifications and the ability to learn will be given a training period up to forty (40) working days to fill any available non-management job within the Company, subject to any contract binding upon the Company.
- (c) Transfer expenses covered by General Circular 206.7, Section 1, dated November, 1988, will be paid to redundant employees so transferred.
- (d) The layoff of redundant employees will be in accordance with Article 9 of this Agreement.

- (e) An employee with twenty-five (25) or more years of net credited service working in a group where the number of employees has to be reduced because of technological change and who is not entitled to pension benefits may request early termination of service. The Company may accept the request providing, in its view, the number of employees remaining is sufficient to do the work. Where the request for early termination of employment is accepted, the employee shall receive a termination allowance calculated in accordance with the provisions of 14.05 -Technological Change-Termination Allowance.

14.04 When an employee is permanently transferred from a higher wage classification to a lesser wage classification due to technological change, he/she will maintain his/her higher wage rate for a period of twelve (12) months. When the affected employee has ten (10) or more years of service, he/she shall maintain the higher wage rate (at time of transfer) until the rate for his/her new classification equals or exceeds his/her former classification wage rate at which time he/she shall be entitled to normal increases. For an employee so transferred, the requirement of continuous experience in his/her present position in order to be eligible to apply for posted jobs (as covered in clause 21.03) shall be waived.

14.05 "Technological Change - Termination Allowance" may be paid to regular employees on termination of employment on account of layoff due to technological change provided there is no prospect for re-engagement of the employee on a regular, temporary or part-time basis.

To be eligible, an employee must have at least two (2) years' service and must have not been dismissed for cause nor have resigned voluntarily.

The scale of benefits provides an allowance equivalent to one (1) week's pay for each full year of service up to five (5) years and thereafter two (2) weeks' pay for each additional year of service up to a maximum of forty-nine (49) weeks' pay.

Employees receiving benefits under the terms of 14.05 do not qualify for the Severance Pay Benefits referred to in Article 9 of this Agreement,

14.06 The parties agree that Sections 52, 54 and 55 of the Canada Labour Code shall not apply to members of this bargaining unit.

ARTICLE 15 - WAGE ADMINISTRATION

15.01 The wage schedules are attached to this Agreement as Appendix "A."

15.02 Pay periods shall be twenty-six (26) per year; the pay period to close at twelve (12) midnight every second Saturday. Pay cheques will be distributed as soon after the closing dates as payrolls can be computed and pay cheques issued, normally no later than the Thursday following the close of the pay period.

15.03 Employees shall while attending courses of instruction be paid at the basic rate (straight time) for all time spent in formal classroom attendance, or while receiving formal instruction or training from an instructor, including periods of overtime, except when, by mutual agreements, compensating time off is to be provided. (See Clause 16.07). In no case shall an employee in attendance be paid for less than the basic forty (40) hour work week.

15.04 All employees shall be engaged at a weekly wage rate as prescribed in the wage schedules which form part of this Agreement.

Employees who possess education, training or experience, in excess of the minimum requirement will be engaged at wage rates higher than the starting wage rate as follows:

(a) New employees with successfully completed academic and/or job related vocational school qualifications will be engaged at starting wage rates as follows:

Start Rate	Grade XI
6 Months	Grade XI + 1 yr. Vocational School, or Grade XII
12 Months	Grade XI + 2 yrs. Vocational School, or Grade XII + 1 yr. Vocational School
18 Months	Grade XII + 2 yrs. Vocational School

- (b) Candidates who in addition to the requirements of 15.04 (a) above, possess formal training related to jobs covered by this Agreement, will be granted one (1) additional twelve (12) month interval on their wage schedule for each successfully completed school year in a generally recognized institution.
- (c) Employees who, while still on progression, attain the education qualification described in (a) and (b) above required to qualify for a higher starting rate shall be advanced the appropriate number of steps on their wage schedule.
- (d) Candidates with former experience which is applicable to the work to which they are to be assigned may be granted experience service credits at the ratio of two (2) years for each three (3) years of applicable experience. This is in addition to any educational credits they may be entitled to receive.
- (e) In no case, however, shall a new employee start above the second highest rate on his/her wage schedule.

15.05 Employees, when engaged, shall be transported at the expense of the Company from the point of engagement to the place where they are to work, unless otherwise specified at the time of engagement. The "WORKING TIME" shall not commence until the employee reports for duty "on the job."

15.06 An employee who is temporarily assigned to a lower paid classification, to meet Company service demands, shall not receive less than the rate established for his/her regular classification during the period of assignment.

ARTICLE 16 - HOURS OF WORK

16.01 The standard working week shall be five (5) days of eight (8) hours each, and the ordinary daily working hours for all employees (except those on shift work who of necessity must work irregular hours) shall be as follows:

Week days except Saturdays:
8:00 a.m. to 12:00 noon
1:00 p.m. to 5:00 p.m.

16.02 Except for those employees required to work a shift, Saturdays and Sundays shall be paid at the overtime rates of pay.

16.03 The schedule of hours as above may be adjusted to meet local conditions provided that in all cases (except that of members of travelling crews) the standard lunch period shall not be less than one (1) hour.

16.04 Schedules of shift employees shall be posted so as to provide four (4) weeks' notice at all times.

16.05 At least seven (7) days' notice by posting shall be given by the Company to an employee whose scheduled tour of duty is to be changed. (See 17.02 (g)).

16.06 The days of rest shall, whenever possible, be granted consecutively.

16.07 An employee may, after making suitable arrangements with his/her supervisor, work on a schedule of over forty (40) hours per week at the basic wage rate to make up for lost time or in advance of time to be taken off. In the case of a working group, the majority request shall decide.

16.08 Relief Periods - See Appendix "D."

16.09 If by mutual agreement with the Company an employee or group of employees assigned outside their normal headquarters wish to work a schedule in excess of eight (8) hours per day to a total of forty (40) hours per week, they may elect to take a four (4) day work week.

Extra hours worked per day will be considered as regular hours for all purposes.

The nature of the work must be such that it does not interfere with service to customers or other groups.

ARTICLE 17 - OVERTIME

17.01 When a shift employee is required to work on one (1) of his/her days of rest, he/she shall be paid for the time worked at the overtime rate of pay.

17.02 Overtime and Sunday Premium Time

- (a) The wage rate for "OVERTIME," that is, time worked outside the daily working schedule shall be fifty percent (50%) over that of basic wage rate except overtime between midnight and 8:00 a.m. on week days and between midnight Saturday and midnight Sunday when the rate shall be two (2) times the basic wage rate. Overtime rates will be paid only when the work has supervisory approval.
- (b) The overtime rate will be paid (subject to the conditions of 17.02 (a)) to all employees for time worked outside their working schedule unless they elect to take time off in lieu of pay treatment. Off-setting time off only applies to shifts of four (4) hours or more. If any employee elects to take time off, he/she must inform his/her foreman to this effect when the overtime shift is arranged. The time off must be taken before the end of the second pay period following the pay period in which it is worked. When off-setting time off is taken, the employee will receive time off for the four (4) hour shift worked and premium pay as applicable for the shift worked. If the overtime arranged for exceeds four (4) hours, the same rules will apply if the employee elects off-setting time off treatment.
- (c) An employee who is required to work overtime in excess of twenty (20) minutes, either immediately preceding or continuing after his/her scheduled tour of duty, or both, shall be paid on an overtime basis for the additional time worked as in the following table. A meal period not in excess of twenty (20) minutes shall not be considered as breaking the continuity of such overtime.

Minutes Worked	Time Paid For
1 to 20	Nil
21 to 30	3/4 hr.
31 to 40	1 hr.
41 to 50	1 1/4 hr.
51 to 60	1 1/2 hr.
61 to 70	1 3/4 hr.
etc.	etc.

- (d) An employee who is required to work overtime which is not continuous shall in no case be paid for less than four (4) hours at the basic wage rate. When the employee completes his/her call out assignment, the employee shall not be required to continue working unless for sufficient cause or urgency.
Such employee shall be paid for the time necessary for him/her to get from his/her place of residence to the job and for the time actually worked on the job. Employees living beyond the three (3) mile radius from headquarters will be paid only for the time spent in travelling within the three (3) mile radius.
- (e) Employees required to work in excess of twelve (12) hours (meal hours excluded) in the twenty-four (24) hour period from the commencement of their scheduled tour of duty shall be paid at double the basic wage rate for all time worked over twelve (12) hours. The double basic wage rate shall also apply to time worked over twelve (12) hours which forms a continuous part of the employees next scheduled tour of duty. Where there is a break of four (4) hours or less before the commencement of the next scheduled tour of duty, the double basic wage rate will still apply.
- (f) Working at overtime pay rates shall generally be limited to cases of necessity, pressing work, emergencies and the like, and cases where a short period of overtime will complete a job and save considerable extra travelling and time.
- (g) When the Company fails to provide the seven (7) days' notice required under the provisions of Clause 23.03 or Clause 16.05, the employee shall be paid on an overtime basis for the hours worked on the first tour of duty following the transfer or change.
- (h) When a shift employee is required to work on three (3) or more different types of schedules tours of duty during one (1) calendar week, he/she shall be paid on an overtime basis for the first eight (8) hours of the third tour.

- (i) The different types of scheduled tours of duty referred to in 17.02(h) are tours of duty each of which covers a different part of the twenty-four (24) hour day.
- (j) In cases where an employee works continuously for six (6) hours or more including some overtime and every four (4) hours thereafter, a meal or meal allowance will be provided by the Company. This does not apply to an employee who, by mutual agreement, works continuously for eight (8) hours on a night or any other shift, unless the employee works overtime for two (2) or more hours beyond the normal time limits of his/her shift.

17.03 Hours for which an employee has received overtime compensation under one (1) provision of this Agreement shall not be counted for the purpose of determining overtime entitlement under any other provision.

ARTICLE 18 • HOLIDAYS

18.01 Paid Holidays

- (a) Employees shall not be required to work on Saturday, Sunday and Paid Holidays unless requirements of maintaining service or other special conditions necessitate such work.

Paid Holidays shall be defined as follows:

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

and such holidays as may be proclaimed by the Federal or Provincial Government.

- (b) Some communities celebrate Natal Days or Civic Holidays. Such occasions are not considered to be Paid Holidays, but employees are generally given time off with pay to participate in civic celebrations. Employees who must work to maintain service are given a day off at a later date. (See Clause 18.01 (h)). Employees not scheduled to work on the Natal Day or Civic Holiday because of vacation or day of rest shall be given a day off at a later date. (See Clause 18.01 (h)). No overtime is paid to employees for working regular tours of duty on these Civic Holidays.
- (c) Employees who live in communities where no Civic Holiday is proclaimed or observed shall be given a day off in lieu of such holiday. The day off shall be scheduled in accordance with the terms of Clause 18.01 (h) of this Agreement. Employees are entitled to only one (1) Civic Holiday or day off in lieu of a Civic Holiday each calendar year.
- (d) When a Paid Holiday falls on a day except Sunday, all employees shall receive eight (8) hours pay at basic wage rates. This pay shall be known as "Holiday Pay."
- (e) When a Paid Holiday falls on Saturday, it may be observed on another day; and in such case, the day of observance shall be considered a Paid Holiday and the holiday Saturday will be treated the same as any Saturday. When the Saturday Holiday is observed on the Saturday, all employees shall receive eight (8) hours basic pay "Holiday Pay," and those employees who work shall be paid for the time worked in accordance with Clause 18.01 (j) and (k).
- (f) Employees who work on a Paid Holiday shall, in addition to receiving Premium Pay for the time worked as outlined in paragraphs (j) and (k) below, have the option of receiving "Holiday Pay" or be permitted a day off with basic pay on another day. (See Clause 18.01 (h)).

- (g) When a day of rest of a shift employee falls on a Paid Holiday, the employee shall have the option of another day off with basic pay or receive "Holiday Pay." The day off shall be scheduled in accordance with Clause 18.01 (h).
- (h) Owing to the nature of the Company's business, there are times when it is impossible to grant the day(s) selected by employees under terms of paragraphs (b), (c), (f), (g) and (m). Therefore, after a date has been mutually agreed to by the Company and the employee and a day off scheduled, the Company later may for reasonable cause deny this day and reschedule the day off to a date mutually agreeable to the employee and the Company. Similarly, the employee may, where practicable, reschedule the day off to another day acceptable to both the employee and the Company. Once a day has been rescheduled, it can not be rescheduled again unless the change is made with mutual consent of the employee and the Company.
- (i) Should any of the Paid Holidays fall on Sunday, the following Monday shall be considered a Paid Holiday.
- (j) On all Paid Holidays except December 25th, all employees who work shall be paid one and one-half (1 1/2) times the basic wage rate, in addition to their Holiday Pay, for all time worked within the normal schedule working day, and at two and one-half (2 1/2) times the basic rate for other hours worked.
- (k) An employee who works on December 25th shall, in addition to basic Holiday Pay, be paid two (2) times the basic wage rate for all time worked within the normal scheduled working day, and at two and one-half (2 1/2) times the basic rate for other hours worked.
- (l) Notwithstanding the terms of (d) and (e) above, any employee absent without supervisory approval from his/her scheduled tour of duty on the day preceding or the day following a Paid Holiday shall not be entitled to "Holiday Pay."

- (m) Employees who have completed three (3) months of service shall be entitled to one (1) Floating Paid Holiday in each calendar year. The Floating Holiday shall be scheduled at the same time an employee's vacation is scheduled. Any rescheduling of an employee's Floating Paid Holiday shall be in accordance with the terms of 18.01 (h).

ARTICLE 19 - VACATIONS

19.01 All employees shall be entitled to an annual vacation with pay subject to the following.

19.02 The vacation year shall be the twelve (12) months between May 1st of one (1) year and April 30th of the following year. However, in special cases, employees may receive vacation in advance of the vacation year when approved by the Department Head.

19.03 All employees engaged prior to May 1st of any year shall be granted one (1) day's vacation with pay for each full month worked prior to May 1st to a maximum of ten (10) working days.

19.04 Vacations will be granted employees in accordance with their net credited service on May 1st, as shown below

	Years of Net Credited Service	Working Days of Vacation	Winter Bonus
1994	1 but less than 3	10	Applies
	3 but less than 9	15	Applies
	9 but less than 20	20	Applies
	20 but less than 26	25	Applies
	26 and over	30	Does Not Apply
1995	1 but less than 3	10	Applies
	3 but less than 9	15	Applies
	9 but less than 20	20	Applies
	20 but less than 25	25	Applies
	25 and over	30	Does Not Apply

19.05 A Winter Bonus shall be added to two (2), three (3), four (4) and five (5) week vacations when all or part of these vacations are taken between November 1st and the following April 30th. This six (6) month period shall be known as the "Winter Period."

19.06 For every two (2) complete working days of a two (2), three (3), four (4) or five (5) week vacation taken during the Winter Period, the employee shall receive a bonus of one (1) working day to be taken during the Winter Period. In no case, however, shall the Winter Vacation Bonus exceed five (5) extra working days.

19.07 Employees who have not completed twelve (12) months of service of April 30th shall in the next vacation year receive one (1) working day of vacation for each full month worked before May 1st, up to a maximum of ten (10) working days for a summer and fifteen (15) working days for a winter vacation. Their winter vacation shall be computed on the basis on one (1) extra working day for each two (2) working days of summer vacation.

19.08 Employees who resign, are pensioned, or die shall receive a vacation allowance for the time they work in the current vacation year, that is, the time from May 1st, to and including the last day worked. Employees who resign shall receive the allowance they are entitled to by law. Employees who are pensioned or die shall receive a pro-ration of the vacation they would otherwise receive at the end of the vacation year.

19.09 When a Paid or Civic Holiday occurs during the vacation of an employee, one (1) extra working day shall be granted. Employees are entitled to only one (1) paid Civic Holiday (or day in lieu) each year.

19.10 The vacation may be subdivided on request but must all be taken within the vacation year unless postponement is approved by the Department Head.

19.11 As soon after January 1st as possible, and not later than April 1st, vacations shall be scheduled by work groups, giving preference of choice of dates to employees on the basis of their net credited service with the stipulation, however, that

employees must be transferred into the group for six (6) months before they can use their net credited service to provide priority for selection of their vacations.

Vacations will be granted with due consideration to the preference of employees. More than one (1) employee in a work group may be permitted vacation at the same time providing workload and customer service demands permit.

19.12 Owing to the nature of the Company's business, there are times when it is impossible to grant the vacation dates selected by an employee. It follows, therefore, that in the scheduling referred to in paragraph 19.11 above, the Company may for reasonable cause, deny on one (1) occasion during the vacation year, any dates requested by the employee. When an employee's vacation has been rescheduled at the request of Company, it can not be rescheduled again unless the change is made with the mutual consent of the employee and the Company.

An employee may be permitted on one (1) occasion during the vacation year to reschedule his/her vacation to a time mutually agreeable to the employee and the Company. Employees requesting such a change must provide reasonable notice to the Company prior to either the start of the originally scheduled vacation or the revised scheduled vacation, whichever occurs first.

19.13 Employees who become sick or seriously injured during vacations may have their vacations rescheduled under the following conditions:

- (a) Employees are not entitled to any extension of their vacation for casual sickness of less than one (1) week's duration or for any minor injury.
- (b) Employees who have been sick or incapacitated because of injury for one (1) week or more of their vacation may be granted a rescheduling of the vacation days lost due to such illness or injury together with the unexpired portion of the vacation, if any, remaining after such illness or injury, provided satisfactory proof of illness or injury has been established.

19.14 A temporary employee who is being laid off shall be granted vacation pay of four percent (4%) of their earnings; during the period of continuous employment immediately prior to layoff.

19.15 A temporary employee who, with the agreement of the Union, has been continuously employed for a period of twelve (12) consecutive months or more shall be entitled to two (2) weeks' vacation with pay for the prior completed year of employment.

ARTICLE 20 - TRANSFERS

20.01 When considered necessary by the Company, for proper and sufficient cause, any employee may be transferred from one (1) location to another, or from one (1) position to another, or from one (1) wage schedule to another, as required by the changed position or location. The Company will notify the Local Union President of such transfers.

When two (2) or more employees with relatively equal eligibility are being considered for transfer, the personal circumstances and length of service of the employees will be considered. The junior employee will be selected first provided he/she has the necessary ability and qualifications and provided no senior employees possessing the ability and qualifications want the transfer.

20.02 When an employee is permanently transferred from a higher wage classification to a lesser wage classification due to medical reasons, he/she will maintain his/her higher wage rate for a period of twelve (12) months. For an employee so transferred, the requirement of twelve (12) months' continuous experience in his/her present position in order to be eligible to apply for posted jobs (as covered in Clause 21.03) shall be waived.

20.03 Transportation expenses and "paid time" subject to the provisions of paragraphs 23.10 to 23.12, "Travelling Time," will be allowed employees transferred from one locality to another.

20.04 In the case of an employee who is permanently transferred from one (1) locality to another, unless at his/her own request, the Company, in addition to paying wage rates

for travelling time as provided under paragraphs 23.10 to 23.12 shall also defray necessary travelling expense of himself/herself and of members of his/her family maintained by and regularly residing with him/her, as well as transportation of his/her personal effects, also when necessary, the cost of board and lodging at the new location while seeking suitable accommodation. When suitable receipts are furnished, employees will receive an allowance for disconnecting and reconnecting major appliances and for other incidental expenses related to relocating their home. The Company will also pay certain fees related to real estate transactions. There are other miscellaneous expenses which the Company will pay including: furniture, storage charges, telephone service connection charges, etc. All the regulations described in General Circular 206.7, Section 1, dated November, 1988, shall apply to employees covered by this Agreement.

20.05 Employees who transfer as a result of a job posting, and who have not received any transfer benefits provided under Clause 20.04 during the previous twenty-four (24) month period, are considered to be "Transferred at Company Request" and shall be entitled to the benefits provided in Clause 20.04 above.

ARTICLE 21 - JOE POSTINGS AND TEMPORARY APPOINTMENTS

21.01 When selecting employees to fill vacancies and/or new additional jobs covered by this Agreement, the Company will recognize seniority, ability and qualifications. Where these factors are relatively equal, the senior employee will be selected.

21.02 Temporary Appointments

- (a) Employees temporarily assigned to a non-supervisory job of a higher classification and performing the skills for which the job receives a higher pay rate for at least eight (8) hours during five (5) consecutive work days, shall be paid at the higher wage rate for the full five (5) day period.

(b) Temporary appointments under the provisions of this clause shall not exceed thirty-nine (39) accumulative weeks in any fifty-two (52) consecutive week period without the agreement of the Union except where such appointment is necessary to replace an employee on approved absence.

21.03 The Company shall post for twelve (12) days on the notice board in all locations where employees in the bargaining unit work a job posting specifying the minimum qualifications required for every vacant job including new additional jobs. At the time the job is posted, copies of the job posting shall be sent to the Local Union President.

Craft employees with more than twelve (12) months' continuous experience in their present position with the Company can apply for any posted job.

Craft employees with less than twelve (12) months' experience in their present entry level position (Apparatus Shopman, Storekeeper, and Shipper and Utility Man) can apply for any posted job.

Within twenty-four (24) days of the closing of the job posting, the Company will make the selection from the applicants (pursuant to Clause 21.01) having the minimum qualifications.

Within six (6) days following the selection of applicant, the Company shall notify the Union Local President and all applicants the name of the selected applicant.

Normally, job postings will be filled within seventy-two (72) days of the closing date of the job posting. However, in exceptional cases, this seventy-two (72) day interval may be extended to nine (9) months after consultation between Company and Union.

When there are no qualified applicants, the Company shall within twenty-four (24) days of the closing date of the job posting notify the Union Local President.

If the job posting becomes redundant before a selection is made, the Company will within seven (7) days notify the Union Local President and all applicants of the cancellation and the reason(s) for the cancellation.

ARTICLE 22 - DIFFERENTIALS & PREMIUM PAYMENTS

22.01 Except for shift differentials on Sundays and Paid Holidays, an employee shall not receive the benefit of more than one (1) premium (earnings in excess of basic rate) for the hours worked. Where more than one (1) premium (earnings in excess of basic rate) may be interpreted as applying, the employee shall receive the largest single premium applicable.

22.02 Overtime and Sunday Premium Time

An employee who is scheduled to work for any period between midnight Saturday and midnight Sunday shall be paid Sunday Premium Time for hours worked. Sunday Premium Time is fifty percent (50%) over the basic wage rate. Shift differentials as covered in Clause 22.04 will also apply.

22.03 An employee who works all or part of a regular scheduled shift between the hours of 12:01 a.m. Saturday and midnight Saturday will be paid a Saturday Shift Differential of \$9.61. The Saturday Shift Differential will not apply to employees who are being paid on an overtime basis. Employees receiving the Saturday Shift Differential will not receive the differential covered by Clause 22.04.

22.04 Evening or Night Shift Differential

A full-time employee who works an evening or night shift, all or part of which shift falls between the hours of 6:00 p.m. of one day and 7:00 a.m. of the following day, shall be paid a differential as follows:

Time Worked	Differentials
Less than 3 hours	\$2.60
3 hours and over but less than 6 hours	\$3.11
6 hours and over (commencing before midnight)	\$4.06
6 hours and over (between 12 midnight and the following 7:00 a.m.)	\$5.22

22.05 Christmas Eve and New Year's Eve Premiums

From 6:00 p.m. to midnight Christmas Eve (December 24) and from 6:00 p.m. to midnight New Year's Eve (December 31), an employee shall be paid two and one-half (2 1/2) times his/her basic wage rate for all hours worked. No Sunday Premium Time or overtime shall apply while an employee is receiving this special compensation.

22.06 Any employee substituting in a foreman's position or acting as a Plant Training Instructor for at least forty (40) hours during a period of at least five (5) continuous working days shall receive a wage differential of ten percent (10%) of the maximum wage rate for his/her classification. The wage rate on which ten percent (10%) is to be applied shall in no case exceed the Group 1 wage rate. When an employee substitutes for a period in excess of one (1) month, the matter shall be referred to the Department Head to determine if the wage differential is to be continued or the employee is to be paid on a monthly basis.

**ARTICLE 23 - LIVING EXPENSE AND
TRANSPORTATION ALLOWANCE**

23.01 All employees shall assume the cost of their own board and lodging while engaged on work within the confines of their normal headquarters.

23.02 The Company shall provide and pay the cost of a reasonable standard of board and lodging for all employees who are required to work or receive training outside their normal headquarters as therein defined including the following periods provided the employees remain at the working location:

- (a) All days on which no scheduled work is provided.
- (b) Time lost on the job through stress of weather, lack of materials or tools and other similar causes of delay.
- (c) In cases of sickness or non-occupational accident to an employee which it is expected will cause time loss exceeding one (1) week; and where the employee remains at the working location, the employee's supervisor shall refer the matter of board expense, with

his/her recommendations, to the Department Head for ruling. When the employee is eligible for benefits, such instances come under the jurisdiction of the Workers' Compensation Board or the Employee's Benefit Committee, as the case may be (see Article 27 of this Agreement).

- (d) Temporary transfer to another headquarters.
- (e) Single accommodations will be provided to employees under the following conditions:
 - (1) When single accommodations are available in the locality where work is being performed.
 - (2) Where single accommodations are requested by the employee concerned.
 - (3) Single accommodations will not normally be provided a probationary employee while attending a course of instruction.

23.03 Seven (7) day's notice will be given to an employee transferred temporarily from his/her normal headquarters. (See 17.02 (g)).

23.04 Employees working temporarily away from their normal headquarters over a meal period shall receive a meal at the Company's expense on the terms set out herein.

- (a) Reimbursement limits per day for meals are as follows:

	1992	Jan. 1 1993
Breakfast	6.85	7.00
Noon Meal*	10.25	10.48
Evening Meal	13.00	13.29
In-Province Total	30.10	30.77
Out-of-Province Total	37.90	38.73
Box Lunch	5.90	6.03

* If more than one (1) noon meal is required within the same week (Sunday to Saturday), then the average reimbursement limit of those meals within the same week will not exceed the reimbursement limit for a noon meal.

- (b) When an employee qualifies for three (3) meals in one day, the total reimbursement limit will be as in 23.04 (a) and not subject to the individual limits set out in 23.04 (a).
- (c) Signed receipts for all in-province meals for which reimbursement is requested will be required before payment will be made.
- (d) An overtime meal or meal allowance as defined in 17.02 (j) will be paid at the same rate as the noon meal (23.04 (a)) with no receipts.
- (e) Employees working outside their normal headquarters may carry their own lunch in lieu of purchasing a noon meal and be compensated at rates as in 23.04 (a).

23.05 Should an employee who is working away from his/her normal headquarters wish to board/lodge elsewhere than at the accommodation provided by the Company, he may do so after notifying the Foreman, under the following conditions:

- (a) That the accommodation be suitable and within reasonable distance of the work location.
- (b) That the employee report for duty promptly at the time and place assigned by the Foreman.
- (c) That the rate paid for board shall be a rate that is deemed fair and reasonable.
- (d) That the rate paid for home board shall be \$30.00 (effective January 1st, 1993 - \$31.00) per day with no payments for Saturday, Sunday or Company Holidays unless the employee is scheduled in advance to work on one (1) of these days.

23.06 Employees who have worked continuously for a period of at least two (2) weeks over fifty (50) miles from their Normal Headquarters, shall be entitled to one (1) paid return trip every two (2) weeks to their homes or their Normal Headquarters, whichever is the lesser amount. This does not apply to employees on loan to other Companies or Organizations or to employees on course outside the provinces of Prince Edward Island or Nova Scotia. Periods of absence due to vacations, sickness, leave of absence, or other similar reason, are not to be included when determining the period of continuous work away from Normal Headquarters.

23.07 In the cases where the Company pays the employee's board and lodging and on weekends that do not come within Clause 23.06 above, the employee may, subject to the approval of the Company, return to his/her home for the weekend and the Company will pay or contribute toward the amount of transportation expense to the employee's home or his/her headquarters whichever is the lesser amount, up to the amount of any savings in board and lodging accruing to the Company as a result of the absence of such employee on the weekend.

23.08 Time spent travelling will not be paid and employees are expected to arrange their trips so as not to interfere with their working schedules.

23.09 Employees will only receive paid transportation when they make actual trips to their homes. Cash equivalent will not be paid to employees who elect to stay at the site of their work.

23.10 Employees travelling from one (1) reporting centre to another will be paid for such time at basic wage rates exclusive of (a), (b) and (c) below.

Travelling time to and from course of instruction shall not be regarded as time travelling from one (1) reporting centre to another. Employees travelling for this purpose shall be paid for time spent travelling at basic wage rates exclusive of (a), (b) and (c) below.

- (a) Time out of working hours proceeding to or from transportation; the time allowance being that for the journey only, less deductions (b) and (c).
- (b) Night travelling between 10:00 p.m. and 7:00 a.m., when sleeping accommodation is provided by the Company.
- (c) One (1) hour for each meal provided while travelling, or on arrival.

23.11 Employees driving or travelling on Company business from one (1) reporting centre to another after regular hours in Company owned or hired vehicles shall be paid at the appropriate overtime rate of pay.

23.12 The Company shall not pay employees for time spent driving or travelling in Company vehicles, or otherwise, when going to and from the mid-tour-meal.

ARTICLE 24 - WORK LOCATION

24.01 Each employee when engaged shall be assigned to a work location within an exchange of the Company. Such exchange shall be known as the employee's normal headquarters until such time as he/she is transferred to another headquarters. "REPORTING CENTRE" means that place designated by the Company where employees are to report for work.

24.02

- (a) Normal headquarters shall include the communities listed in Appendix "B" of this Agreement.
- (b) The Company shall have the right, subject to the conditions herein, to locate employees in communities not listed in Appendix "B," and for the purpose of this Agreement, any community so selected shall be considered as part of Appendix "B." Whenever possible, the Company will notify the Union at least two (2) months prior to the effective date of any community so selected.
- (c) The Company shall notify the Union at least one (1) month in advance of the locating of an employee in a community not listed in Appendix "B."
- (d) The Company agrees that it will not establish normal headquarters in very small isolated places, and when it is necessary to locate employees in places of this nature, special conditions shall apply.

24.03 All employees shall start and end the day's work either at the reporting centre or job location as directed.

24.04 "REPORTING CENTRE" means that place designated by the Company where employees are to report for work.

ARTICLE 25 - WORK PERFORMED BY MANAGEMENT

25.01 The Company does not expect or intend Company management *personnel or* persons appointed to acting management positions to do work which is normally carried out by employees. However, occasions may arise such as: in training demonstrations, restoration or maintenance of service in an emergency, and other occasions when, in the Company's judgement, Company management personnel or persons appointed to acting management positions must perform such work. These occasions should be considered exceptions and not normal operating practice.

ARTICLE 26 - EMPLOYEE INFORMATION

26.01 The Company will provide clearly delineated space on existing bulletin boards on the stated property locations for use by the Union for posting notices with respect to Union activities. (Charlottetown Workcentre, Charlottetown Central Office, Summerside Central Office, Summerside Workcentre).

26.02 The Union agrees to post only factual notices, reports and announcements pertaining to Union meetings, elections, nominations, appointments, finances, or recreational and social activities.

26.03 The Union agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement shall be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, such material may be removed by the Company or will be brought to the attention of a Local Officer of the Union, and all such material wherever posted shall be removed by the Union immediately after such notification, and shall not be re-posted.

26.04 PUBLICATION AND DISTRIBUTION - Sufficient copies of this Agreement shall be printed to provide a copy for every member and such additional copies as the Company and the Union require. The cost of publication to be divided equally between the Company and the Union. The Company will distribute the Agreements at the time of publication.

26.05 Employees will be given a copy of their "Personnel Performance Review," and they will be permitted to discuss details of their record with their foreman or supervisor,

Once an employee has been given this information, it will be his/her responsibility to maintain his/her own file, and the information will not be provided by the Company again. The Company agrees to provide to the employee updated material as it is recorded in the employee's file.

ARTICLE 27 - SICKNESS, ABSENCE & BENEFITS

27.01 All regular employees whose period of service is six (6) months or more and who are unable to work due to sickness or accident, provided that such employees are not entitled to compensation for such loss of time under the provisions of the Workers' Compensation Act, will be paid at basic rates for the period of absence up to one (1) week. In such cases, a medical certificate to the effect that the employee is unable to work may be required. Based on the supervisor's knowledge of the circumstances of the particular case, a medical certificate may not be required.

27.02 Foremen and other supervisory employees are specifically instructed to see that all employees suffering from sickness when away from their homes or employees meeting with accidents shall receive prompt and proper attention and accommodation, and in cases where payment for the same is not covered by regulations, such matters shall be referred with recommendations to the Department Head for ruling.

27.03 All regular employees who are, or will be, reported on Workers' Compensation shall be paid for a period of thirteen (13) weeks the difference between what they receive in compensation and their basic wage rate at time of disability.

Employees with ten (10) or more years of service will after thirteen (13) weeks on Workers' Compensation be eligible to receive the difference between this benefit and their basic wages for an additional number of weeks until their total period on Workers' Compensation is equal to the total number of full weeks benefit they are entitled to under the terms of the Employee's Benefit Plan. Total of these benefits not to exceed fifty-two (52) weeks.

27.04 The Company agrees not to diminish the general level of benefits currently being provided under the Employee Benefit Plan for the term of this Agreement. Should legislation, regulation or any similar circumstances beyond the Com-

pany's control affect any of these plan.;, the Company shall retain its right to modify them accordingly.

ARTICLE 28 - WITNESS, JURY DUTY & ELECTIONS

28.01 An employee will be excused from work without loss of basic pay while serving on Jury Duty or as a subpoenaed witness during the period actually occupied as such. No extra time or overtime will be allowed for time spent in these public duties.

28.02 Employees having the right to vote during Federal, Provincial or Civic Elections will, on request, be granted time off with pay in accordance with Federal, Provincial or Civic Laws.

ARTICLE 29 - BEREAVEMENT LEAVE

29.01 A full-time employee shall suffer no loss of basic pay for absence from work during the:

- (1) Four (4) days immediately following, the death of their husband, wife, common-law spouse (more than two (2) years), son, daughter, step-child, mother, step-mother, mother-in-law, grandmother, father, step-father, father-in-law, grandfather, brother or sister. Also relatives residing with the employee at the time of sickness or death.
- (2) Two (2) days following the death of their grandchild, but no later than the day of the funeral.
- (3) One (1) day to attend the funeral of their son-in-law or daughter-in-law.

29.02 In special cases, or when an employee has to travel a long distance, a period of absence with pay of up to one (1) week may be allowed.

29.03 No time off with pay will be allowed employees to attend funerals of friends or distant relatives except in special cases approved by the Department Head.

29.04 Days on which a bereaved employee is on vacation shall be counted as working days for the purpose of this Article and vacation time shall be rescheduled.

ARTICLE 30 - MATERNITY LEAVE OF **ABSENCE** AND
CHILD CARE LEAVE

30.01 Employees who have completed six (6) months of continuous service will be granted leave of absence for maternity and child care as provided under the Canada Labour Code:

- (a) The leave of absence will be without pay.
- (b) Pension, health and disability benefits and seniority will accumulate during the period of the leave of absence. Where a monetary contribution is normally required of an employee for the employee to be entitled to any benefit referred to in this clause, the employee is responsible for and must, within a reasonable time, pay the monetary contribution.
- (c) An employee who is pregnant is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.
- (d) Where an employee has or will have the actual care and custody of a newborn child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing as the employee elects:
 - (i) in the case of a female employee:
 - (A) on the expiration of any leave of absence from employment taken by her under paragraph (c) above,
 - (E) on the day the child is born, or
 - (C) on the day the child comes into her actual care and custody, and
 - (ii) in the case of a male employee,
 - (A) on the expiration of any leave of absence from employment taken in respect of the child by a female employee under paragraph (c) above,

- (B) on the expiration of any leave of absence from employment taken in respect of the child by a female employee who is entitled to such leave on account of her pregnancy under the laws of the province of Prince Edward Island,
 - (C) on the day the child is born, or
 - (D) on the day the child comes into his actual care and custody.
- (e) Where an employee commences legal proceedings to adopt a child or obtains a legal order for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks commencing on the day the child comes into the employee's care.
 - (f) The aggregate amount of leave of absence from employment that may be taken by two (2) employees under paragraphs(d) and (e) above shall not exceed twenty-four (24) weeks.

30.02 Every employee who intends to take a leave of absence from employment under this Article shall:

- (a) Give at least four (4) weeks notice in writing to the Company unless there is a valid reason why such notice cannot be given and
- (b) Inform the Company in writing of the length of leave intended to be taken.
- (c) Give at least four (4) weeks notice in writing to the Company of any change in the length of leave intended to be taken unless there is a valid reason why such notice cannot be given.

30.03 No employee shall be required to take a leave of absence from employment because she is pregnant unless the employee is unable to perform an essential function of her job and no appropriate alternative job is available for that employee. A pregnant ~~employee~~ who is unable to perform an essential function of her job and for whom no appropriate alternative job is available ~~may~~ be required to take a leave of absence from employment only for such time as she is unable

to perform that essential function. The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the Company,

30.04 An employee who intends to take a leave of absence from employment under this Article is entitled, upon written request, therefore to be informed in writing of every employment, promotion or training opportunity that arises during the period of leave for which the employee is qualified.

30.05 When an employee returns from any leave of absence under this Article, that employee will be reinstated in the position that the employee occupied when the leave of absence commenced. Where for any valid reason the Company cannot reinstate an employee in the position referred to in this Article, the Company shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

30.06 The Company will not dismiss, suspend, layoff, demote or discipline any employee because the employee is pregnant or has applied for leave of absence under this Article. Neither will the Company take into account the pregnancy of an employee or the intention of an employee to take a leave of absence from employment under this Article in any decision to promote or train the employee,

30.07 In addition to the Canada Labour Code, the following provisions apply:

- (a) Employees who have taken leave of absence under 30.01 (c) and 30.01 (d), and who so request, will be granted a child care leave of absence of an additional eleven (11) weeks. It is understood, however, that the Company will not be responsible for the continuation of benefits and seniority referred to in 30.01(b) above, beyond the period of leave provided for in the Canada Labour Code.
- (b) The Company may, at any time, request a pregnant employee to provide a doctor's certificate stating she is able to continue to work. All employees returning to work after childbirth are required to provide a doctor's certificate stating they are able to resume their normal duties.

30.08 A pregnant employee on layoff may refuse on one (1) occasion an offer of regular employment in the office which her layoff occurred. This refusal will not nullify her right to recall.



ARTICLE 31 - TERMS OF AGREEMENT

31.01 This Agreement shall be effective from the ninth (9th) day of January, 1994, and shall continue in force and effect (subject to the provisions of Clause 31.02 below) until the sixth (6th) day of January, 1996, and thereafter until terminated by three (3) months' notice, given in writing by either party to the other.

31.02 This Agreement may be cancelled, amended or superseded by a new Agreement at any time by the mutual consent of both parties hereto.

31.03 Upon receipt of any notification requesting any change whatsoever in the existing Agreement, the parties hereto agree to meet within thirty (30) days of receipt of such notification for the purpose of considering the matter to which such notification refers. In the meantime pending the conclusion of such negotiations, the existing Agreement shall remain in full force and effect, unless specifically cancelled by one of the parties hereto by regular notification as provided in Clause 31.04 below.

31.04 Any notice of cancellation of this Agreement shall be made in writing by either party to the other within three (3) months of the expiry date. In the event of either party desiring to negotiate a new Agreement, the parties shall arrange to meet for negotiations as soon as possible after notice of cancellation has been served.

ARTICLE 32 - VALIDITY OF AGREEMENT

32.01 This Agreement may be amended in any of its terms at any time after a period of twelve (12) months from the date hereof, without invalidating the Agreement or its duration period. Any such additions or amendments negotiated by the parties hereto shall be incorporated in the Agreement, and any revocation struck out. (See Clause 31.02).

III WITNESS THEREOF the parties hereto have executed this Agreement by their duly authorized officials the day and year first above mentioned:

Signed in the presence of:

THE ISLAND TELEPHONE CO. LTD.

F. Mac Kinnon

[Signature]

General Manager Corporate Services

F. Mac Kinnon

Karen J. Power

Administration Supervisor:

F. Mac Kinnon

[Signature]

Personnel Manager

COMMUNICATIONS ENERGY AND
PAPERWORKERS UNION OF CANADA

June Howard

[Signature]

CEP National Representative

June Howard

[Signature]

Local Union President

June Howard

[Signature]

Local Union Secretary

June Howard

[Signature]

Local Union Chief Steward

APPENDIX "A"

**WAGE SCHEDULES - CRAFT EMPLOYEES
GROUPS 1 & 2
(WEEKLY AND HOURLY RATES IN DOLLARS)**

Monthly Interval	Weekly Rate Jan. 9/94	Hourly Rate Jan. 9/94	Weekly Rate July 29/95	Hourly Rate July 29/95
Start	\$416.54	\$10.41	\$434.94	\$10.87
6 Months	\$445.28	\$11.13	\$463.68	\$11.59
12 Months	\$474.56	\$11.86	\$492.96	\$12.32
18 Months	\$508.42	\$12.71	\$526.82	\$13.17
24 Months	\$544.60	\$13.62	\$563.00	\$14.08
30 Months	\$581.58	\$14.54	\$599.98	\$15.00
36 Months	\$618.57	\$15.46	\$636.97	\$15.92
42 Months	\$658.21	\$16.46	\$676.61	\$16.92
48 Months	\$703.82	\$17.60	\$722.22	\$18.06
Group 1				
54 Months	\$755.77	\$18.89	\$774.17	\$19.35
60 Months	\$822.97	\$20.57	\$841.37	\$21.03
Group 2				
54 Months	\$754.55	\$18.86	\$772.95	\$19.32
60 Months	\$815.57	\$20.39	\$833.97	\$20.85

The Group II top rate shall be \$7.40 per week less than the Group I top weekly rate.

GROUP 1

Combination Repairman **Sr.**
Central Office Man
Central Office Man (Toll)
C.O. Equipment Installer
Dispatcher
Facilities Man
P.B.X. & Special Services Repairman
Splicer
Testman

GROUP 2

Combination Repairman
Exchange **Repairman**
Loop & Station Installer
Lineman
Frameman

Note: Labourers; engaged for conduit construction, pole work, submarine cable operators, **etc.**, are usually paid at the prevailing labour rates.

No employee classed as a **C.O.** man will be down-graded to **Frameman** unless there is sufficient justifiable cause for demotion.

APPENDIX "A"

WAGE SCHEDULES - CRAFT EMPLOYEE!;

GROUP 4

(WEEKLY AND HOURLY RATES IN DOLLARS

Monthly Interval	Weekly Rate Jan. 9/94	Hourly Rate Jan. 9/94	Weekly Rate July 29/95	Hourly Rate July 29/95
Start	\$416.53	\$10.41	\$434.93	\$10.87
6 Months	\$445.28	\$11.13	\$463.68	\$11.59
12 Months	\$474.56	\$11.86	\$492.96	\$12.32
18 Months	\$509.24	\$12.73	\$527.64	\$13.19
24 Months	\$545.39	\$13.63	\$563.79	\$14.09
30 Months	\$598.80	\$14.97	\$617.20	\$15.43
36 Months	\$632.01	\$15.80	\$650.41	\$16.26
42 Months	\$665.06	\$16.63	\$683.46	\$17.09
48 Months	\$697.91	\$17.45	\$716.31	\$17.91
54 Months	\$731.19	\$18.28	\$749.59	\$18.74
60 Months	\$760.68	\$19.02	\$779.08	\$19.48

Class 1 - Garage Mechanic

Note: Weekly rate for Garage Mechanic "In Charge" shall be sixteen (16) dollars more than the rate for Garage Mechanic.

APPENDIX "A"

WAGE SCHEDULES - CRAFT EMPLOYEES

GROUP 5

(WEEKLY AND HOURLY RATES IN DOLLARS)

Monthly Interval	Weekly Rate Jan. 9/94	Hourly Rate Jan. 9/94	Weekly Rate July 29/95	Hourly Rate July 29/95
Start	\$416.54	\$10.41	\$434.94	\$10.87
6 Months	\$445.28	\$11.13	\$463.68	\$11.59
12 Months	\$474.56	\$11.86	\$492.96	\$12.32
18 Months	\$507.53	\$12.69	\$525.93	\$13.15
24 Months	\$543.00	\$13.58	\$561.40	\$14.04
30 Months	\$566.81	\$14.17	\$585.21	\$14.63
36 Months	\$588.18	\$14.70	\$606.58	\$15.16
42 Months	\$609.29	\$15.23	\$627.69	\$15.69
48 Months	\$627.36	\$15.68	\$645.76	\$16.14
54 Months	\$645.14	\$16.13	\$663.54	\$16.59
60 Months	\$662.75	\$16.57	\$681.15	\$17.03

Storekeepers and Shippers

Note: Maximum weekly rate for Field Storekeepers shall be sixteen (16) dollars more than the rate for the Storekeepers.

GROUPS 6

(WEEKLY AND HOURLY RATES IN DOLLARS)

Monthly Interval	Weekly Rate Jan. 9/94	Hourly Rate Jan. 9/94	Weekly Rate July 29/95	Hourly Rate July 29/95
Start	\$384.59	\$ 9.61	\$402.99	\$10.07
Maximum	\$615.34	\$15.38	\$633.74	\$15.84

Utility and Mail Car Chauffeur

Note: This wage schedule provides a "Starting Wage Rate;" and a "Maximum Wage Rate." Employees may, depending on their experience, be hired at any wage rate within this range. Employees who are not receiving the maximum wage rate are entitled to wage increases every six (6) months; in no case, shall an employee take more than thirty-six (36) months to reach the maximum. They may, however, reach it in a shorter time depending upon their starting wage rate.

APPENDIX "A"

WAGE SCHEDULES - CRAFT EMPLOYEES

GROUP 7

(WEEKLY AND HOURLY RATES IN DOLLARS)

Monthly Interval	Weekly Rate Jan. 9/94	Hourly Rate Jan. 9/94	Weekly Rate July 29/95	Hourly Rate July 29/95
Start	\$416.54	\$10.41	\$434.94	\$10.87
6 Months	\$445.28	\$11.13	\$463.68	\$11.59
12 Months	\$474.56	\$11.86	\$492.96	\$12.32
18 Months	\$507.83	\$12.70	\$526.23	\$13.16
24 Months	\$543.44	\$13.59	\$561.84	\$14.05
30 Months	\$567.44	\$14.19	\$585.84	\$14.65
36 Months	\$588.95	\$14.72	\$607.35	\$15.18
42 Months	\$610.20	\$15.26	\$628.60	\$15.72
48 Months	\$631.66	\$15.79	\$650.06	\$16.25
54 Months	\$652.07	\$16.30	\$670.47	\$16.76
60 Months	\$672.38	\$16.81	\$690.78	\$17.27

Apparatus Shopman

APPENDIX "B"

Normal Headquarters

Alberton

Charlottetown

Hunter River

Montague

Morell-St. Peters

New Haven

O'Leary

Rusticoville

Souris

Summerside

Tyne Valley

Vernon River

DEFINITIONS OF CLASSIFICATIONS

THE ISLAND TELEPHONE COMPANY LIMITED

APPARATUS SHOPMAN - Those employees engaged in the conversion and repair of subscribers' station and general telephone equipment.

CENTRAL OFFICE MAN - Those employees engaged in the maintenance of central office equipment, who may also be required to maintain private branch exchange, teletype or other special station equipment in the area in which they work. They may also be required to perform the duties of Testmen.

CENTRAL OFFICE MAN (TOLL) - Those employees engaged primarily in the maintenance and operation of toll equipment and associated or similar equipment. They may also be required to maintain local central office equipment, special station equipment, and perform the duties of Testmen.

COMBINATION REPAIRMAN - Those employees who, under the direction of a Foreman or a Combination Repairman Senior, perform minor maintenance work on exchange and toll plant and central office equipment. They also perform station installation work, as well as light construction and repair work to outside plant.

COMBINATION REPAIRMAN, SR. - Those employees, with an assistant or assistants where necessary, who have several small exchanges together with a larger exchange at which they are usually headquartered and portions of toll routes under their charge. They perform all maintenance work on exchange and toll plant and central office equipment and are responsible for the upkeep of Company owned buildings in the exchanges under their charge. They also perform loop and station installation work, as well as light construction and repair work outside plant.

IDISPATCHERS - Those employees engaged in the dispatching and guiding of Installers and Repairman; they may also be required to perform testing operations.

EXCHANGE REPAIRMAN -Those employees engaged in the work of maintain subscriber's line and station equipment and toll lines; the maintenance of central office main frames and the clearing of minor central office equipment troubles to restore service. They also work on light repairs to outside plant; and when required, shall perform loop and station installations. These employees work under direct supervision in the larger exchanges.

FACILITIES MAN - Those who make facilities investigations for service requests in areas outside the scope of normal assignment procedures, and when necessary, prepare routine orders to provide facilities. They establish wiring limits for the preparation and revisions of terminal assignment records performing such other duties as may be assigned to expedite the clearance of held applications and regrade requests. They climb poles when necessary in the performance of their duties.

FRAMEMAN- Those employees engaged in placing, removing, rearranging and connecting the cross-connecting wires on a distribution frame.

GARAGE MECHANIC - Those who repair, replace and adjust mechanical, electrical and body parts of passenger cars and trucks, buses and other automotive equipment. Where only one (1) mechanic is on duty, may be required to perform the duties of a Garage Serviceman.

GARAGE SERVICEMAN - Those who perform all work necessary to service motor vehicles; including refuelling, checking water, oil levels, tire pressure, batteries, antifreeze, etc. Also including waxing and simonizing, lubrication, tire changing, placing and adjusting chains or other related duties.

LINEMAN - Those employees engaged in the work of construction and reconstruction of pole lines, aerial wire, aerial and underground cable, and other items of outside plant.

LOOP & STATION INSTALLERS - Those employees engaged in the installation and removal of subscribers' loop and station equipment. They may also be required to perform maintenance work on same.

PBX & SPECIAL SERVICE REPAIRMAN - Those employees engaged in the installation and maintenance of PBX, DATA, MOBILE RADIO, and other special station equipment. They may also be required to report on a daily basis to a customer location(s) to provide all functions associated with installation and repair of that customer's communication equipment (commonly referred to as "Service Management Concept" SMC).

SPLICERS - Those employees employed in the construction and maintenance of cable plant, aerial, underground and submarine.

STOREKEEPERS & SHIPPERS - Those employees engaged in the receiving, unpacking, checking and storing of the Company's stores. These employees are also required to select, pack and ship items from the Company stores as directed. They may be called upon to maintain basic records and carry out other duties related to the maintenance of the Company's stores such as sorting and reclassifying material, loading and unloading vehicles, taking inventories or other related duties. May also be required to perform the duties of driver.

TESTMAN - Those employees engaged in the work of testing exchange and toll plant and dispatching and guiding Repairmen and Installers. Analyzing shall be considered as part of the Testmen's duties.

UTILITY MAN - Employees primarily engaged in cleaning building or building equipment, maintaining grounds and premises. May be called upon to do maintenance work on buildings and fixtures, telephone booths, as well as operation and maintenance of heating, ventilating or similar equipment.

SUBJECT: Relief Periods

1. General
- 1.1 This Appendix is issued for your information and guidance.
2. Detail
- 2.1 The Company recognizes the right of employees subject to the limitations imposed by service demands and special job conditions to take relief breaks.
- 2.2 The variety of working conditions makes it difficult to standardize relief break procedures. The following are general principles which should be observed:
 - (a) There shall be two (2) relief periods each day and their duration should not exceed fifteen (15) minutes each. Employees should not be absent from their jobs in excess of this period.
 - (b) The first relief break shall not be taken earlier than one and one-half (1 1/2) hours after the commencement of the tour of duty, and not later than one (1) hour before the meal hour commences. The same conditions apply to the second half of the tour of duty.
 - (c) In observing relief breaks, employees especially those working away from their supervision should exercise good judgement, i.e.

Station Installers and Repairmen should not leave customer's premises until their assignments have been completed except in the cases of large jobs of prolonged duration. Inconvenience to the customer must be avoided.

Construction crews should *not* leave the job site in order to procure refreshments. When these can't be purchased at the location, they should be obtained before going to the job or en route for consumption during the break period.

RECORD OF CONTINUITY

THE ISLAND TELEPHONE COMPANY LIMITED

Agreement amended effective January 9, 1994, to provide the following:

- (1) Twenty-four (24) month contract expiring January 6, 1996.
- (2) Preamble - Union name changed to Communications, Energy, and Paperworkers Union of Canada, Local 401.
- (3) Inclement weather added to time allowance.
- (4) The Company will pay the basic wages of *one* (1) employee for one (1) day to attend the Union's bargaining caucus.
- (5) List of temporary employees provided to the Union upon request.
- (6) In the event the Company chooses to re-engage an employee who has previously received severance pay, any subsequent severance pay is based on service accumulated from the date of re-engagement.
- (7) Improvements to vacation entitlement in 1994 and 1995.
- (8) Bumping options extended where she/he can, within a reasonable training period, sufficiently perform the job.
- (9) Removed redundant Article 21.02 (c). No change in intent.

(10) Revised wage schedule with minimum and maximum weekly/hourly rates as follows:

	Jan. 9/94	July 29/95
Group 1	\$416.54/10.41	\$822.97/20.57 \$434.94/10.87 - \$841.37/21.03
Group 2	\$416.54/10.41	\$815.57/20.39 \$434.94/10.87 \$833.97/20.85
Group 4	\$416.54/10.41	\$760.68/19.02 \$434.94/10.87 - \$779.08/19.48
Group 5	\$416.54/10.41	\$662.75/16.57 \$434.94/10.87 - \$681.15/17.03
Group 6	\$384.59/ 9.61	\$615.34/15.38 \$402.99/10.07 \$633.74/15.84
Group 7	\$416.54/10.41	\$672.38/16.81 \$434.94/10.87 - \$690.78/17.27

(11) The following Letters of Intent were included:

- Amex Noon Meal Averaging
- Exchange Boundaries
- Pension Plan Survivor Option
- Contracting Out
- Temporary Employees

(12) Terms of Agreement rewritten.

(13) Pay Equity updated.

APPENDIX "F"

AGREEMENT ON LAYOFF PROCEDURE

BETWEEN:

THE ISLAND TELEPHONE COMPANY LIMITED

AND

THE COMMUNICATIONS AND ELECTRICAL WORKERS
OF CANADA

on behalf of its members

This Agreement, dated this 29th day of December, 1991, pertains to employees in the Craft bargaining unit.

The Company and the Union agree to implement the following procedure to deal with layoffs of employees within the bargaining unit.

- (1) When the Company determines that a layoff is necessitated, it shall be done under the terms of Article 9 of this Agreement.
- (2) "Classification" means one (1) of the classifications listed in Appendix "C" to the Collective Agreement between the parties.
- (3) "Actual Experience" means hands on experience with The Island Tel or Maritime Tel & Tel and the present ability to do the job.
- (4) A review board of two (2) bargaining unit employees and two (2) management persons will review any disputes an employee may have of the Company's assessment of actual experience. If no agreement is reached by the review board, the employee is entitled to go to arbitration.
- (5) If the laid off employee bumps into another classification in the Company, he/she shall be responsible for all expense!; associated with that decision. However, if the decision necessitates travel to another area, the Company will provide a relocation allowance for up to four (4) weeks, the amount to be paid being equivalent to home board.

- (6) If the Company transfers an employee to another area, the transfer shall be in accordance with the provisions of the Collective Agreement. If such a transfer is treated as a temporary transfer, the Company agrees that it shall not be for a period greater than one (1) year unless both parties agree to an extension. If the position is determined to be permanent, the employee to be transferred will be selected in accordance with Article 20.01 of the Collective Agreement.
- (7) Any expenses associated with the recall of a laid off employee shall be the responsibility of that employee.

PREAMBLE TO LETTERS OF INTENT

The following references are included in this document solely for the sake of convenience and shall not be construed as forming part of this Collective Agreement.



The Island Telephone Company Limited
59 Belvedere Avenue
P.O. Box 620
Charlottetown
Prince Edward Island
Canada C1A 7M1
(902) 566-0200
Envyoy BP1MACNTYRE
Faxcom: (902) 566-4665

Bernie P. MacIntyre
General Manager
Corporate Services

LETTER OF INTENT

March 15, 1994

Albert Fitzpatrick, President
Local 401
Communications, Energy and
Paperworkers of Canada
Island Tel
Charlottetown, PE

Dear Mr. Fitzpatrick:

As a result of discussions on issues relating to the use of temporary employees, it is the Company's intention for the duration of this Collective Agreement to apply the following guidelines for the utilization of temporary employees.

1. Hire temporary employees for specific purposes and for specific periods of time.
(As per Article 7.03 of this Agreement).
2. Provide the Union with notification of temporary employee hirings. (As per Article 7.03 of this Collective Agreement).
3. The use of temporary employees will be restricted to:
 - (a) Seasonal demand, vacation backfill and Summer Student Program
 - (b) Replacement of regular or probationary employees temporarily
 - (I) working in another classification, or
 - (II) training, or
 - (III) off due to illness or injury, or
 - (IV) holding an acting position
 - (V) on maternity or child care leave

Albert Fitzpatrick
March 15, 1994
Page Two

- (c) Specific Company Promotions (i.e. Fall Sales Campaigns)
 - (d) Specific projects
 - (e) The Company will not layoff a temporary employee who works at a specific job in a specific location and hire another temporary employee to work at the same specific job in the same specific location just to avoid reclassification.
4. Any other use of temporary employees other than described above will be by mutual agreement between the Company and the Union.

Sincerely,



B. P. MacIntyre
General Manager
Corporate Services



The Island Telephone Company Limited
69 Bevedere Avenue
PO Box 620
Charlottetown
Prince Edward Island
Canada C1A 7M1
(502) 566-0270
Envy: BPMACINTYRE
Faxcom: (502) 566-4665

Bernie P. MacIntyre
General Manager
Corporate Services

LETTER OF INTENT

March 15, 1994

Albert Fitzpatrick, President
Local 401
Communications, Energy and
Paperworkers Union of Canada
Island Tel
Charlottetown, PE

Dear Mr. Fitzpatrick:

Subject: Exchange Boundaries

To address concern expressed that changing 'exchange boundaries may affect the noon day meal benefit under Clause 23.04 of the Collective Agreement, the Company makes the following commitment:

The existing exchange boundaries will remain as they now exist for the purpose of this benefit for the life of the Collective Agreement dated January 9, 1994.

Sincerely,

Bernie P. MacIntyre
General Manager
Corporate Services



The Island Telephone Company Limited
69 Belvedere Avenue
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Charlottetown
Prince Edward Island
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Faxcom: (902) 566-4665

Bernie P. MacIntyre
General Manager
Corporate Services

LETTER OF INTENT

February 1, 1994

Terry MacNeil, President
Local 401
Communications, Energy and
Paperworkers Union of Canada
Island Tel
Charlottetown, PE

Dear Mr. MacNeil:

This is to confirm the agreement between the Company and the Union to allow noon meals purchased with American Express Cards to be averaged over a one (1) month period rather than the averaging period provided in Clause 23.04 (a).

It is understood that the intent of these averaging provisions are to accommodate exceptional cases of meals in excess of the limits prescribed in 23.04 (a). *Reimbursement* will not be made in cases where "banking" results in excessive individual meal expenses.

Sincerely,

Bernie P. MacIntyre
General Manager
Corporate Services



The Island Telephone Company Limited

63 Bevedere Avenue
PO Box 820
Charlottetown
Prince Edward Island
Canada C1A 7M4

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Envoy BPIMACINTYRE
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Bernie P MacIntyre
General Manager
Corporate Services

LETTER OF INTENT

June 30, 1994

Albert Fitzpatrick
President
CEP Local 401
Island Tel
Charlottetown, PE

Dear Mr. Fitzpatrick:

Subject: Pension Plan Survivor Option

The Company agrees to change the employee's component of the pension plan survivor option.

Presently, employees who choose the pension plan survivor option accept a five percent (5%) reduction to their pension.

Effective January 1, 1995, for employees who choose to retire on or after that date, the employee's five percent (5%) contribution will be reduced to three percent (3%).

Effective January 1, 1996, the employees who choose to retire on or after that date, the employee's three percent (3%) contribution will be reduced to two percent (2%).

Sincerely,

Bernie P. MacIntyre
General Manager
Corporate Services



The Island Telephone Company Limited

69 Belvedere Avenue
P.O. Box 820
Charlottetown
Prince Edward Island
Canada C1A 7M1

(902) 566-0200
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Faxcom: (902) 566-4655

Bernie P. MacIntyre
General Manager
Corporate Services

LETTER OF INTENT

June 30, 1994

Albert Fitzpatrick
President
CEP Local 401
Island Tel
Charlottetown, PE

Dear Mr. Fitzpatrick:

Subject: Contracting Out

In cases where employees are on layoff, the Company will meet with the Union before engaging contractors to do work that is normally performed by these employees.

The purpose of the meeting will be to explain the issues involved and to discuss any alternatives that may be available.

Sincerely,

Bernie P. MacIntyre
General Manager
Corporate Services

PAY EQUITY
MEMORANDUM OF AGREEMENT
BETWEEN
THE ISLAND TELEPHONE COMPANY LIMITED
AND
LOCAL 401
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA

The Company and the Union are committed to achieving and maintaining Pay Equity in the workplace. Any adjustments to compensation agreed to by the parties will support this objective.

The Company and the Union recognize that the joint Company-Union Pay Equity Committee has fulfilled its original mandate, which was to determine the relative value of the positions in the bargaining units and the extent of the Pay Equity wage gap.

The parties have met and agreed to the first Pay Equity adjustment which will be effective January 9, 1994.

During the third quarter of each year, the parties will meet to determine the Pay Equity adjustments for the following budget year. These payments will be effective the first pay period of each year.


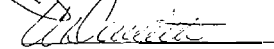
It is the Company's goal to implement the remaining Pay Equity adjustments over the next six (6) year period.

SIGNED AT CHARLOTTETOWN, PRINCE EDWARD ISLAND, THIS 30th DAY OF June, 1994.

FOR THE COMPANY:




FOR THE UNION:

SICKNESS DISABILITY BENEFITS

The following excerpt from the book entitled "Your Island Tel Benefit Program" is listed for informational purposes only; it does not constitute part of this Agreement.

The following table indicates the scale of benefits payable for time absent due to sickness and/or disability:

Service	Scale of Benefits	
	Weeks At Full Pay	Weeks At 2/3 Pay
3 Months	1	16
1 Year	2	15
2 Years	4	13
3 Years	5	13
4 Years	6	17
5 Years	7	21
6 Years	8	25
7 Years	9	29
8 Years	10	33
9 Years	11	37
10 Years	13	39
15 Years	26	26
20 Years	39	13
25 Years or over	52	—

