

SOURCE	City
EFF.	90 3 10 1
TERM.	9 12 31
NO. OF EMPLOYEES	175
NO. OF UNEMPLOYED	165

A G R E E M E N T

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

LOCAL UNION 339,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (CRAFT UNIT)

FROM: JANUARY 1, 1990

TO: DECEMBER 31, 1991

7029
9 105

Craft Unit

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THIS AGREEMENT made and entered into this 7th day of August
1990.

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY
hereinafter referred to as the "Corporation"
OF THE FIRST PART

- and -

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL
339 (CRAFT UNIT)
hereinafter referred to as the "Union"
OF THE SECOND PART

Article I - Recognition

1.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent of employees of the Corporation occupying positions set forth in Schedule "A" of this Agreement or as they may be amended or added to in accordance with Article XXXIII.

Article II - Membership

2.01 The parties hereto agree that all employees of the Corporation occupying the positions or job classifications set forth in Schedule "A" attached hereto,

Article II - Memberships Cont'd

and forming part of this Agreement shall be and remain members of the Union in good standing. All new employees shall become members of Local 339, International Brotherhood of Electrical Workers within thirty (30) calendar days from the date of their employment.

- 2.02 Notwithstanding anything contained in Article II - Memberships, Clause 2.01, the Corporation shall not be required to discharge any employee to whom membership in the Union has been denied or terminated except as provided in Section 46, Subsection (3) of the Ontario Labour Relations Act RSO 1970, 232, 530 (1 - 3).

Article III - Union Check-Off

- 3.01 The Corporation agrees to deduct Union dues from the pay of all employees covered by this Agreement with more than one (1) month of continuous employment and remit same monthly to the Financial Secretary of the union.

Article IV - Non-Discrimination

- 4.01 The Corporation and Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership in the Union or because of his activity in the Union.

Article IV - Non-Discrimination

- 4.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the Department Head or his designate.
- 4.03 The Corporation agrees to give Business Agents of Local 339, I.B.E.W. access to the premises of the Telecommunications Department for the purpose of attending grievance meetings or otherwise assisting in the administration of this agreement and for the purpose of posting notices on bulletin boards allocated to the Union, provided prior arrangements are made with the Administration of the Department. Such Business Agents shall have access to the premises only with the approval of the Administration, which will not be unreasonably withheld.

Article V - Management Rights

- 5.01 The Union recognizes and acknowledges that the management of the operation and direction of the working force are fixed exclusively in the Corporation and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:
- (a) maintain order and efficiency;
 - (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided:

Article V - Management Rights

- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- (d) determine the nature and kind of business conducted by the Corporation, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this Agreement.

5.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

5.03 It is agreed that non-union management employees during the normal performance of their duties shall not perform duties regularly carried out by members of the bargaining unit except in cases of emergency and instruction.

Article VI - Employee Categories

6.01 (a) Temporary employees are employees hired during peak work periods when additional staff is required or to replace regular employees who are absent due to Sick Leave, Workers' Compensation, Maternity Leave, or other approved leaves of absence.

(b) Temporary positions of six (6) months or less will be filled by appointment at Management's discretion.

Article VI - Employee Categories Cont'd

Temporary positions which are known to exceed six (6) months will be posted as per Article XIX, Clause 19.01, and filled as per Article XIX, Clause 19.02, effective from the first day of such vacancy.

Should the successful applicant be a regular employee, seniority and benefits will continue to accrue in the normal manner, and upon completion of the temporary assignment, the regular employee shall be returned to his previous position (note: the regular employee's previous position will be filled with a temporary employee by appointment at the discretion of management.)

A written statement of purpose and duration of all temporary positions will be forwarded to the Union office.

- (c) Should the temporary position not be filled by a regular employee, management may fill the position at its discretion with a Temporary employee.

Temporary employees shall not accumulate seniority or vacation credits. After six (6) months of continuous employment, a temporary employee shall be entitled to Extended Health Care, Vision Care, Dental Care. Vacation Pay at four percent (4%) of earnings to be paid each pay period.

- (d) Temporary employees bidding into full-time positions within the same classification shall, upon completion of the probationary period, have a seniority date and service date established from his original date of employment, but not more than twelve (12) months prior

Article VI - Employee Categories Cont'd

to the date they were placed into the regular full-time position. In all other appointments, seniority and service will be effective from the original date of regular full-time employment.

Student: Student employees are persons hired during the period April 15th to September 30th and who were students at a school, college, university or other educational institution prior to becoming employed by the Corporation and, who are intending to return to school at the end of the vacation period. Student employees shall not accumulate seniority or sick leave credits. Students hired during the school vacation period will be terminated from the employ of the Corporation no later than September 30th. Student employees will have no access to the grievance procedure.

6.02 Probationary: Probationary employees are persons hired on trial to determine their suitability for continuing employment in regular positions. Probationary employees shall not accumulate seniority.

6.03 Regular: Regular employees are persons who have satisfactorily served a probationary period and who are normally employed in full-time positions of a continuing nature.

6.04 It is agreed that, for the purpose of this Agreement, members of the Telephone Construction Labourer classification be designated as non-continuous full-time employees following completion of twelve (12) months of accumulated service within a three (3) year period.

Article VI - Employee Categories Cont'd

It is further agreed that non-continuous full-time employees not reporting for work within five (5) calendar days of a call back to work notice shall forfeit all seniority rights. When notice of call back cannot be established by telephone, a registered letter will be sent to the employee's last known address, with a copy to the Union. The date of notice of call back shall be established as the date on which telephone contact was made or, five (5) days from the date on which the registered letter was mailed. Eligibility for entitlement to the vacations with pay provision set forth in Article XIV shall be determined on the basis of accumulated service.

For the purpose of Article XXVII, Health and Pension Plans, Telephone Construction Labourer classification employees shall be eligible for health benefit plan enrollment upon completion of six (6) continuous months of service, provided they are eligible to enroll under the regulations of the aforesaid plans. For the purpose of Article XXVIII, Group Life Insurance, Construction Labourer employees will be eligible for benefit plan enrollment following completion of twelve (12) months accumulated service within a three (3) year period, provided they are eligible to enroll under the regulations of the aforesaid plans. For the purpose of Article XV, Sick Leave with Pay, Construction Labourer employees will be considered as full-time employees and subject to the same insured sick leave plan enrollment provisions.

Article VI - Employee Categories Cont'd

Construction **Labourer** employees who are laid off for a period of less than *six* (6) months, and having been previously enrolled in the above plans, shall be eligible for re-enrollment upon return to work.

construction Labourers shall receive vacation pay at four percent (4%) of earnings to be paid every pay period until they have completed twelve (12) months of accumulated service within a three (3) year period.

Article VII - Probationary Period

7.01 All employees of the Corporation shall be on probation for a period of nine (9) months. A temporary employee who gains probationary status within the classification he was temporary in, shall have his probationary period shortened by the length of consecutive service as a temporary employee immediately prior to the full-time appointment.

After satisfactory completion of the probationary period and appointment to a full-time position of a continuing nature, seniority and service shall be effective from the original date of full-time employment. (Temporary employees accepting full-time positions in the same classification will have seniority and services dates established as per Clause 6.01 (d).) However, Telephone Construction Labourer employees who complete twelve (12) accumulated months of service in a three (3) year period shall, upon completion of the probationary period, have the seniority and service date established from their

Article VII - Probationary Period

original date of temporary employment, but not more than twelve (12) months prior to the date they were placed into a full-time position.

It is agreed that during the first seven (7) months of employment an employee may be discharged without recourse to the grievance procedure.

Article VIII - Hours of Work

8.01 Eight (8) hours shall constitute a day's work, and the tours of duty shall fall between the hours of 8:00 a.m. and 4:30 p.m., Monday to Friday inclusive, a total of forty (40) hours per week unless otherwise specified herein.

8.02 The hours of work in the "Stores" shall be 7:30 a.m. to 4:30 p.m., comprised of one tour of duty between the hours of 7:30 a.m. and 4:00 p.m. and one tour of duty between the hours of 8:00 a.m. and 4:30 p.m.

8.03 An employee required to travel outside the City of Thunder Bay on training sessions will be paid travel time on a straight time basis equal to the time required for airline and ground transportation to the destination and return.

When an employee attends training courses outside of the City of Thunder Bay, the Corporation shall:

- (1) Provide suitable ground transportation between the training centre and the place of accommodation;

Article VIII - Hours of Work Cont'd

- (2) Pay transportation costs for a trip home every three (3) weeks;
- (3) Pay for three (3) long distance telephone calls of ten (10) minutes duration each week.

- 8.04 The hours of work for the Test Centre Staff shall be eight (8) hours per day between the hours of 7:00 a.m. and 4:30 p.m., Monday to Friday, inclusive, a total of forty (40) hours per week.
- 8.05 The hours of work for Vehicle Mechanics and Vehicle Mechanics Helper shall be eight (8) hours per day between the hours of 9:00 a.m. and 5:30 p.m.
- 8.06 The hours of work for Janitor-Handyman shall be eight (8) hours per day, Monday through Friday between the hours of 6:00 a.m. and 5:30 p.m.
- 8.07 Except as provided for in Clause 12.02, the Corporation shall, at its discretion, establish either (1) a one-half ($\frac{1}{2}$) hour unpaid meal period, or (2) a twenty minute paid meal period. Meal periods will be taken at a time established by the Corporation. Employees on the unpaid lunch period will be allowed travel time to the nearest exchange or designated work centre. Wherever possible, the employees concerned will be given previous days' notice of a twenty (20) minute paid meal period.

Article IX - Shift Work and Standby

9.01 Central Office Shift Workers: The twenty-four (24) hour period shall be divided into three (3) eight (8) hour shifts; 8:00 to 16:00; 16:00 to 24:00; 24:00 to 8:00; with the exception of the relief shift, which shall conform as nearly as possible to normal hours for Central Office. Shifts to change every seven (7) days.

Shift Workers will work fifteen (15) shifts in twenty-one (21) days.

Shift Workers will be allowed two (2) consecutive days off wherever possible.

Normal hours of employment for shift workers shall not exceed forty (40) hours per week: such total hours may be established over an averaging period not to exceed three (3) consecutive weeks. The above schedule may be subject to temporary change to provide sickness and vacation relief.

9.02 A shift differential of fifty cents (\$.50) per hour: effective upon signing this agreement, fifty-five cents (\$.55) per hour (effective January 1, 1991, sixty cents (\$.60) Der hour) will be paid to shift workers for hours worked on the 16:00 to 24:00 shift and the 24:00 to 8:00 shift. A shift differential will be paid in addition to regular rates only and will not apply when premium rates are paid, except for normal public holiday shifts. All time worked after the completion of a regularly scheduled shift shall be paid at the applicable overtime rate.

Article IX - Shift Work and Standby Cont'd

- 9.03 Any employee who through circumstances beyond his control cannot fill his regular shift, must notify management not later than twelve o'clock noon prior to the day of his regular shift wherever possible.
- 9.04 Periods to be protected by employees on Standby duty shall be established by Management. Implementation of Standby and rotation of staff to cover same shall be subject to discussion between the Management and the Employees. Employees on Standby duty shall receive two (2) hours' pay, at their normal rate of pay, for each shift on Standby duty. If called out for duty, he shall be paid at the rate defined in Article XI.
- 9.05 Employees, on Standby duty, shall be ready to proceed to their work location immediately upon receipt of instructions. City vehicles will not be used for personal use.
- 9.06 Standby pay for Statutory Holidays will be paid on the basis of two (2) hours for each shift covered plus an additional three (3) hours for any one (1) shift covered on the holiday.

Employees on Standby duty shall be provided with instructions by Management with respect to their procedure on receiving a trouble call.

Article X - Saturday four of Duty

- 10.01 Employees scheduled to work a Saturday tour of duty shall be paid for such work at the rate of double time.

article X • Saturday Tour of Duty

The hours of work for Saturday tours of duty shall consist of eight (8) hour tours of duty between the hours of 8:00 a.m. and 4:30 p.m. with one-half ($\frac{1}{2}$) hour lunch breaks or a twenty (20) minute paid meal period as per Clause 8.08.

- 10.02 Employees scheduled for Saturday work will have preference on trouble calls from 12:01 a.m. on Saturday until the following Monday at 8:00 a.m. or if Monday is a holiday, then the next regularly scheduled tour of duty.

Article XI • Overtime and Emergency Work

- 11.01 All overtime shall be at the rate of double time.
- 11.02 Statutory Holidays as hereinafter listed • double time.
- 11.03 Any employee called out after his regular working hours shall be paid a minimum of two (2) hours at the prevailing rate applicable at the time of call-out.
- 11.04 When an employee is required to work during his regular lunch period, he shall be paid at the rate of double (2) time for the time so worked. Whenever practical the employee shall be notified the previous day.
- 11.05 Rest time for time worked after 1:00 a.m. will be as follows:
- (1) Up until 1:00 a.m. • no rest time allowed:

Article XI - Overtime and Emergency Work Cont'd

- (2) Between 1:00 a.m. and 6:00 a.m. - seven (7) consecutive hours rest time will be allowed, with such hours which fall within the normal work shift being with pay;
- (3) After 6:00 a.m. - if no previous overtime, no rest time will be allowed;
- (4) If there has been previous overtime, in this case after 1:00 a.m., the seven (7) consecutive hours will commence at the termination of the last overtime job;
- (5) If any employee commences overtime after his regularly scheduled shift ends (4:30 p.m.) and works continuously until 8:00 a.m. the following day, then the employee will receive eight (8) hours off with pay, provided it is his regular work day.

11.06 A meal allowance to a **maximum** of seven dollars and fifty cents (\$7.50) (receipt required) effective on signing this agreement (seven dollars and seventy-five cents (\$7.75), effective January 1, 1991 - eight dollars (\$8.00), will be allowed when an employee is required to work in excess of two (2) hours beyond their normal shift and every five (5) hours thereafter. The meal allowance will be administered during the life of this Agreement as follows:

- (a) if meal is eaten at work station, thirty (30) paid minutes will be allowed;
- (b) if meal is eaten away from work station, all lost time, including transportation, will be absorbed by the employee.

11.07(a) Notice of scheduled overtime will be given no later than forty-eight (48) hours prior to the commencement of the planned work.

Article XI - Overtime and Emergency Work Cont'd

- (b) Overtime shall commence upon direct or indirect instructions of Supervisor.
- (c) All qualified employees in their appropriate section will be given an equal opportunity to work overtime.

11.08 Banking of Overtime: The Corporation agrees to the banking of overtime under the following conditions:

- (1) Employees requesting time off in lieu of payment for overtime worked may do so only with approval of their supervisor.
- (2) Time off will be based on the applicable premium rates.
- (3) A maximum of five (5) working days shall be accumulated per year (i.e. one (1) year refers to May 1st to April 30th).
- (4) The employee signifies their intent to bank immediately upon completion of working time.
- (5) Banking time will not be used to extend vacation periods.
- (6) Standby time is not included in the accumulation.
- (7) Time off will be taken in a minimum of four (4) hour blocks.
- (8) Any banked time left on April 30th each year will be paid out based on the applicable rates on April 30th or paid out upon written request within fifteen (15) working days.

Article XII - Work Area

12.01 Employees will be prepared to work in areas as assigned by the Corporation. Except in cases of emergency, employees shall be advised the previous day of their

Article XII - Work Area Cont'd

assignment, and also advised, where applicable, whether or not transportation will be supplied during the lunch period so that employees may arrange to carry their lunch.

Employees who are not advised of a work location change will not be required to use personal vehicles to change their work area.

12.02 During the period October 1st to May 1st, or any time during adverse weather conditions, the following shall govern meal periods. The Corporation shall:

- (a) Provide means of carrying or storing the employee's lunches in some warm place and also provide where necessary, transportation for reaching some warm and suitable place for eating lunch. Such time involved in transportation both ways to be absorbed by the Corporation, thereby allowing the full meal period upon arrival; or
- (b) Supply or pay for a hot meal and provide transportation. Such time involved in transportation both ways to be absorbed by the employee by working equivalent overtime at straight time rates, thereby establishing the meal period duration between times of departure and re-arrival at point of work. This shall not preclude the providing of a meal when time involved is in excess of the normal meal period.

12.03 The employee in charge may, at his discretion decide which of the above arrangements will be followed, subject to the approval of his immediate supervisor.

Article XIII - Statutory Holidays

13.01 The following Statutory holidays and any other Federally or Provincially proclaimed holiday, regardless of when they fall, will be granted with pay to all employees who have completed thirty (30) calendar days of continuous service:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

In addition, the working day immediately prior to Christmas Day or New Year's Day will be granted as a paid holiday. Approximately fifty (50) percent of the employees will receive the working day prior to Christmas Day as the holiday, and the balance will receive the working day prior to New Year's Day as the holiday.

Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours he would normally have worked on such a day. When any of the above-named Statutory holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement other than for shift workers who shall observe and be paid for the holiday on the day that it falls.

In order to be entitled to payment for a Statutory holiday, an employee must have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday, unless

Article XIII - Statutory Holidays Cont'd

he is on authorized paid or unpaid leave. If an employee is absent on Sick Leave covered by the STD/LTD Insured Plan, they shall be deemed to have been paid for the holiday.

Employees on unpaid leave of absence beyond one (1) calendar month will *not* be paid Statutory Holiday pay.

Article XIV - Vacations With Pay

14.01 Employees with one (1) year or more of continuous service will be entitled to receive two (2) weeks vacation with pay. Employees with three (3) years or more of continuous service will be entitled to receive three (3) weeks vacation with pay. Employees with eight (8) years or more of continuous service will be entitled to receive four (4) weeks vacation with pay. Employees with sixteen (16) years or more of continuous service will be entitled to receive five (5) weeks vacation with pay plus one (1) day for each year of continuous service beyond **seventeen** (17) years of continuous service to a maximum of ten (10) additional days vacation.

Effective May 1, 1991

Effective **May 1, 1991**, employees with **sixteen** (16) years or more of continuous service will be entitled to receive five (5) weeks vacation **with** pay plus one (1) day for each year of continuous service beyond sixteen (16) years of continuous service to a **maximum** of ten (10) additional days vacation.

Article XIV - Vacations With Pay Cont'd

- 14.02 Wherever possible, employees will be granted vacations during the period May 1st and October 15th and the number of weeks vacation to be taken at any one time shall be determined by Management in consultation with the employees. An employee eligible for more than two (2) weeks vacation may arrange to take the vacation all at one time during the period October 15th to April 30th provided that the granting of such vacation does not unreasonably interfere with the efficient operation of the Department. Seniority shall determine choice of vacation provided the employee indicates his preference by May 1st. Thereafter, vacations will be scheduled at a time agreed upon between the employee and his Supervisor.
- 14.03 If an employee is granted his annual vacation in one unbroken period between December 1st and April 30th, he will be granted one (1) extra weeks vacation with pay. The annual vacation list is to be posted on February 1st and selection is to be made according to seniority. It is also agreed that employees eligible for their first annual vacation after one (1) year of continuous service will not be entitled to the additional one (1) week provision set forth in this Article.
- 14.04 Where a statutory holiday falls within the vacation period, employees shall be granted another day off at a time agreed upon with Management.
- 14.05 For vacation purposes, a weeks pay shall be based on the employee's rate for his regular occupation times the number of hours per week scheduled for that occupation.

Article XIV - Vacations With Pay Cont'd

Temporary and Telephone Construction Labourer employees who receive four percent (4%) vacation pay each pay day may be eligible for vacation time off if their employment exceeds one (1) continuous year, but vacation pay for such time off will be pro-rated to the extent that four percent (4%) vacation pay has already been paid.

Should any employee have been off work due to unpaid leave of absence or layoff of more than one continuous month, vacation time off will not change but vacation pay will be reduced by 1/12 for each full calendar month of unpaid absence during the previous anniversary year.

14.06 An employee whose employment is terminated prior to his having completed one (1) year of continuous service, shall receive four (4%) percent of his earnings. An employee whose employment is terminated after he has completed one (1) year of continuous service and who has not had his vacation shall receive a percentage of his normal earnings for the period worked in lieu of such vacation as follows:

4% if he is eligible for 2 weeks vacation;
6% if he is eligible for 3 weeks vacation;
8% if he is eligible for 4 weeks vacation;

14.07 No employee, who is eligible for vacations with pay, shall be requested or required to forfeit his or her vacation with pay and be paid for same except in case of system emergency.

Article XIV - Vacations With Pay Cont'd

- 14.08 If an employee qualifies for any approved leave with pay during his period of vacation, there shall be no loss of vacation credits for such absence. The days of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. Provided leave limited to approved sick leave or bereavement leave.

Article XV - Sick Leave with Pay

- 15.01 The Corporation will provide a Sick leave Plan for eligible ~~full-time~~ employees within the scope of this Agreement. A broad outline of the Plan can be found in the Corporation's Booklet - Disability Income ~~Program~~ (STD/LTD).

The Plan will provide STD benefits of seventy percent (70%) taxable of gross straight time ~~pre-disability~~ pay from the first day of accident or hospitalization and the third day of illness for up to fifteen (15) weeks and for long term disability pay thereafter in the amount of seventy-five percent (75%) taxable of an employees' normal gross straight time ~~pre-disability~~ pay, inclusive of any Workers' Compensation pay and Canada Pension Plan disability benefit (exclusive of dependent benefits) until the sooner of recovery or until the employee is entitled to retire.

Employees may use their accumulated sick leave credits to provide benefits for the first and second day of illness where the plan does not pay benefits. Em-

Article XV - Sick Leave with Pay Cont'd

ployees who have vested their sick leave credits prior to the implementation of the sick leave plan will keep their vested rights. No further days will accumulate under the previous sick leave plan upon implementation of the sick leave plan.

The Corporation will grant to all employees two (2) sick days each four (4) months (noncumulative) January to April; May to August; September to December.

In the event of a delay in payment from the carrier, the employer shall provide an advance of the approved amount due, on the pay day that the delay occurs.

- 15.02 An employee, leaving after five (5) years or more of continuous service, or his estate, shall be eligible for 50% of unused sick pay credits, or six (6) months pay, whichever is the less, in cash, payable on termination, retirement, death, or the sale of the telephone system.
- 15.03 Every employee claiming sick pay under the terms of Clause 15.01 for a period of five (5) days or less may be required, at the discretion of Management, to furnish either a statutory declaration proving that his absence during such period of incapacity due to personal illness, or a certificate signed by a duly qualified medical practitioner or qualified dentist certifying that during such period such employee was unable to perform his duties due to personal illness or dental surgery. Every employee claiming sick pay as

Article XV - Sick Leave with Pay Cont'd

aforesaid for a period of more than five (5) days shall produce a certificate signed by a duly qualified medical practitioner certifying that during such period such employee was unable to perform his duties due to personal illness. Any employee who fails to comply with any of the conditions in this paragraph set forth or who attempts wrongfully to obtain sick pay benefits shall be liable to immediate suspension, but any employee so suspended shall have the right to file a grievance as provided in this Agreement.

15.04 Every employee who is sick and unable to report for duty shall, whenever possible, advise his foreman or supervisor prior to the time he would normally report for duty, in order to permit staff arrangements. When requested by the Department Head, an employee who has been absent on sick leave for ten (10) working days must submit a letter from a medical doctor estimating the length of time he will be absent due to illness.

15.05 Pre-Retirement Leave

An employee may use his sick leave credits accumulated prior to December 31, 1982, along with his vacation and statutory credits, to leave work immediately prior to his normal retirement age of sixty-five (65) years or prior to the ninety (90) factor to the extent that such credits or any portion thereof will bring him to age sixty-five (65) or the ninety (90) factor. Employees choosing this option will continue to receive benefits of this agreement but will not be eligible to return to work.

Article XVI - Payment of Wages

16.01 Employees shall be paid every second Friday. If, however, the normal pay day should fall on a legal holiday, payment shall be made on the previous work day.

Article XVII - Prevention of Accidents

17.01 For safety reasons, English must be understood and spoken at all times on the job.

17.02 First Aid Kits, flood lights and flares shall be necessary equipment on trucks and each driver will bear the responsibility of ensuring that such equipment is on the truck and in good condition.

17.03 Gas detection equipment, manhole ventilators and approved heaters shall be made available when and where deemed necessary by legislation.

17.04 The Corporation shall observe all reasonable precautions and provide all safety services or appliances that may be reasonably required for the safety protection of workmen. Employees shall co-operate with the Corporation in the prevention of accidents and will, from time to time, as occasion requires, make such representations to the Corporation as to the prevention of accidents as may be considered necessary. Adequate time shall be allowed each month for the practice of first aid and resuscitation methods, also discussion on safety methods and any unsafe conditions that may arise. The time and duration of each practice shall be arranged by the Superintendent so as to fit in with the work programs.

Article XVIII - Tools and Protective Clothing and Equipment

18.01 The Corporation shall supply safety belts, straps, rubber boots, coats and rubber gloves to each employee when necessary, as well as the necessary safety glasses, protection shields and rubber mats for covering live wires, on the strict understanding that each and every employee will make the best use of same for his own self protection, while on hazardous work. Employees who are supplied with "Hard Hats" shall wear them at all times while on duty.

18.02 Employees who have attained seniority and are required to wear "Green Patch" safety shoes shall be reimbursed in an amount up to a maximum of forty-five dollars (\$45.00) or fifty percent (50%) of the cost of the shoes, whichever is greater, to be replaced on an as required basis. Failure to wear safety shoes will result in disciplinary action.

Employees who have attained seniority and are required to wear safety boots shall be reimbursed in an amount up to a maximum of sixty dollars (\$60.00) or fifty percent (50%) of the cost of the boots whichever is greater, to be replaced on an as required basis. Failure to wear safety boots will result in disciplinary action.

Employees who have attained seniority and are required to wear overshoes shall be reimbursed in an amount up to a maximum of twenty-five dollars (\$25.00) or fifty percent (50%) of the cost of the overshoes, whichever is greater, to be replaced on an as required basis.

Article XVIII - Tools and Protective Clothing and Equipment
Cont'd

If the purchase price is less than any of the above subsidies, the employee will be reimbursed for the purchase price only.

Effective on signing of collective agreement, Corporation offers to add five dollars (\$5.00) to each category (effective January 1, 1991, change percentage to sixty percent (60%)).

18.03 All employees occupying the classification of:

Installer Repairman

will be provided a one (1) time issuance of personal tools to a maximum value of one hundred dollars (\$100.00). Thereafter, the replacement of the personal tools necessary for the work assigned will be the responsibility of the employee. Each employee shall be responsible to the Corporation for all tools assigned to him. Replacement of lost personal tools will be the employee's responsibility. Personal tools will include: pouch, screwdrivers, long nosed pliers, sidecutters and lineman pliers.

18.04 The Corporation will provide spurs, straps and pads to employees whose normal duties require use of such equipment and will be subject to an issuance and control program. The spurs will be kept in such condition as will satisfy the inspecting officer.

Article XVIII - Tools and Protective Clothing and Equipment
Cont'd

- 18.05 The Corporation will provide overalls and appropriate gloves (with liner if required) to employees whose normal duties require use of such attire. Employees who are required to work **seventy-five percent (75%) of their time or more outside during the period December 1 to March 31 will be provided** one (1) pair of insulated **coveralls**, on an annual basis. The issuance of such attire will be subject to an issuance of control program.
- 18.06 Vehicle Mechanics shall be allowed to purchase any personal tools required for the job and be reimbursed thereafter upon submission of receipts to their immediate Supervisor. The total amount per calendar year **shall not exceed one hundred and twenty-five dollars (\$125.00)**. The Vehicle Mechanics Helper shall be allowed to **purchase any** personal tools required for the job and be **reimbursed** thereafter upon submission of **receipts to his immediate** Supervisor. The total amount per calendar year shall not exceed seventy-five dollars (\$75.00).

Article XIX - Promotion and Seniority

- 19.01 Where a regular vacancy or a temporary vacancy known to exceed six (6) months occurs, or a new job is created within the bargaining unit, such vacancy or job will **e** internally **bulletined** within the Telephone Department for a period of one (1) week. Internal bulletins shall **become invalid** if not filled within thirty (30) days of their respective closing dates. A copy of the bulletin

Article XIX - Promotion and Seniority Cont'd

will be sent to the Union at the time of posting. If the vacancy or job cannot be filled by a Telephone Department employee, the position will then be posted as an "Open Competition", a copy of which will also be sent to the Union.

The Union will be notified of the successful applicant's name when the position is filled.

Wherever there are changes or amendments to qualifications or major job tasks as outlined on existing position descriptions, the Union will be notified of the change. The Union shall have ten (10) working days in which to submit to the Department Head, in writing, any comments to the proposed changes.

- 19.02 When filling vacancies or making promotions, selections will be based on skill, competency, efficiency, reliability and experience. Where these factors are relatively equal, seniority shall govern.
- 19.03 Seniority shall accumulate in the following circumstances only:
- (a) when off the payroll due to layoff, sickness or accident in which case seniority will continue to accumulate for a period of time equal to six (6) months or the length of the employee's seniority whichever is shorter;
 - (b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first calendar month of such leave;
 - (c) when absent on vacation or a statutory holiday or on Workers' Compensation:

Article XIX - Promotion and Seniority Cont'd

(d) when actually at work for the Corporation.

19.04 Seniority shall terminate and an employee shall cease to be employed by the Corporation when he:

- (a) voluntarily quits his employment with the corporation:
- (b) is discharged and is not reinstated through the grievance procedure or arbitration:
- (c) Is off the payroll for a continuous period of twelve (12) months due to layoff, or is off the payroll for a period of twenty-four (24) months while under a Doctor's care.

Employees on layoff or under Doctor's care prior to the signing of this agreement are not affected by the new wording.

- (d) fails to report for work within five (5) working days after being notified by the Corporation following layoff unless a reason acceptable to the Corporation is given:
- (e) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Corporation is given: and,
- (f) accepts gainful employment while on leave of absence without first obtaining the consent of the Corporation in writing.

19.05 During the first twenty-five (25) working days of the probationary period, employees appointed to positions under Article XIX, Clause 19.02 may return, or be returned, to his previous position and salary rate without loss of seniority or benefits. It is further agreed that employees shall only exercise this privilege once in any twelve (12) month period.

Article XIX - Promotion and Seniority Cont'd

19.06 In the event that an employee covered by this Agreement should be transferred or promoted to a position beyond the scope of this Agreement, and is later placed in a position within the scope of this Agreement, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such capacity outside the scope of this Agreement.

Article XX - Layoff and Recalls

20.01 Layoffs and recalls from layoff shall be based on the following factors:

- (a) seniority
- (b) skill, competency, efficiency, experience and reliability.

Where the qualifications in factor (b) are relatively equal, seniority shall govern. Employees will not be laid off the full working day immediately prior to the Holiday or the full working day following the Holiday.

Article XXI - Grievance Procedure

21.01 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

Grievances properly arising under this agreement shall be adjusted and settled as follows:

Step No. 1

The aggrieved employee shall present his grievance orally or in writing to his Foreman. He shall have the assis-

Article XXI - Grievance Procedure Cont'd

tance of a representative of the Union. At the request of either party, the Manager - Human Resources or his designate shall assist at any proceedings of the grievance at this step. The Foreman shall give his decision within five (5) working days following the presentation of the grievance to him. If the Foreman's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows.

Step No. 2

Within five (5) working days after the decision is given at Step No. 1, the aggrieved employee may, with a representative of the Union, present the grievance which shall be reduced in writing to the Superintendent, who shall consider it in the presence of the persons presenting same and the Foreman, and render his decision in writing within five (5) working days following the presentation of the grievance to him. At the request of either party, the Manager - Human Resources or his designate shall assist at any proceedings of the grievance at this step. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows.

Step No. 3

Within five (5) working days after the decision is given under Step No. 2, the aggrieved employee may, with a representative of the Union, present the grievance which shall be reduced in writing to the Department Head, who shall consider it in the presence of persons presenting same, and the Foreman and/or Superintendent and render

Article XXI - Grievance Procedure Cont'd

his decision in writing within five (5) working days following the presentation of the grievance to him. At the request of either party, the Manager - Human Resources or his designate shall assist at any proceedings of the grievance at this step. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows.

Step No. 4

Within five (5) working days after the decision is given at Step No. 3, the aggrieved employee, accompanied by the representative of the Union, shall meet as promptly as possible with the Chief Administrative Officer or the designated Director and such persons as Management may desire, to consider the grievance. The Chief Administrative Officer or the designated Director will render his decision in writing within five (5) working days following such meeting.

- 21.02 If final settlement of the grievance is not reached at Step No. 4, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to Arbitration as provided in Article XXII below at any time within fifteen (15) calendar days after the decision is given under Step No. 4 and, if no such written request for Arbitration is received within the time limits, then it shall be deemed to have been abandoned.
- 21.03 A Union policy grievance, **which** is defined as an alleged violation of this Agreement concerning all or a substantial number of the employees in the bargaining

Article XXI - Grievance Procedure Cont'd

unit in regard to **which** an individual employee could not grieve, may be lodged by the Union in writing with the Department **Head** at Step **No. 3** Of the grievance procedure at any time **within** five (5) **full** working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to Step **No. 4** and to arbitration in the same manner and to the **same** extent as the grievance of an employee.

- 21.04 The time limits fixed in the grievance procedure may be extended with the consent of the parties of this Agreement.
- 21.05 Union officers or stewards will be allowed to process grievances on Corporation time with no loss of pay to the extent outlined in Article 21.01.

ARTICLE XXII - Arbitration

- 22.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps Of the grievance procedure outlined in Article XXI above, and which has not ,been settled, will upon the written request of either of the parties hereto, be referred to a Board of Arbitration or Single Arbitrator.
- 22.02 The Board of Arbitration will be composed of one (1) person appointed by the Corporation, one (1) person appointed by the Union and a third person to act as

Article XXII - Arbitration Cont'd

Chairman chosen by the other two (2) members of the Board. Within three (3) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.

- 22.03 Should the person chosen by the Corporation to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in 22.02 above, the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairman.
- 22.04 A Single Arbitrator will be chosen in accordance with The Ontario Labour Relations Act.
- 22.05 The decision of a Single Arbitrator or Board of Arbitration, or a majority thereof, constituted in the above manner shall be binding on both parties.
- 22.06 The Single Arbitrator or Board of Arbitration 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, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 22.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it: and the parties will jointly bear the expenses, if any, of the Chairman, or Single Arbitrator.

Article XXIII - Suspension or Dismissal

23.01 A claim by an employee who has completed the probationary period that he has been discharged or disciplined without cause shall be treated as a grievance if a written statement of such grievance is lodged with the Department Head within three (3) full working days after the employee has been discharged or disciplined. Such special grievance may be settled by:

- (a) confirming the Management's action in dismissing the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration or Single Arbitrator.

Employees shall have a Shop Steward in attendance when being advised of a discipline or dismissal. The Corporation agrees to inform the employee involved of this right.

23.02 **An** employee shall have access to his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record.

Article XXIV - Management Grievances

24.01 Any grievance instituted by Management may be referred in writing to the Union within two (2) full working days of the occurrence of the circumstances giving rise to the grievance and the Union steward with the Union representatives shall meet within two (2) working days

Article XXIV - Management Grievances Cont'd

thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party, to Arbitration as provided in Article XXII at any time within ten (10) calendar days thereafter but not later.

Article XXV - Strikes and Lockouts

25.01 No strikes, stoppage of work or lockouts shall occur during the life of this Agreement.

25.02 "Strike" includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a COMMON understanding, or a slow-down or *other* concerted activity on the part of employees designated to restrict or limit output.

Article _____ - LeaveWitness Duty

26.01(a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the Department Head or his Designate. Such requests are to be given as far in advance as possible and a written reply will be given within thirty (30) working days of the request; except in cases of emergency in which case a reply will be given AS SOON as possible.

Article XXVI - Leave of Absence, Bereavement Leave and Jury and
Witness Duty Cont'd

- (b) The Corporation may grant leave of absence without pay for an employee seeking formal education or training in a field related to telecommunications, power lineman or electrician.
- 26.02 Employees will not be allowed more than three (3) full days off with pay in case of a death in the immediate family. Immediate family shall mean Mother, Father, Wife, Husband, Children, Brother, Sister, Mother-In-Law, Father-In-Law, Grandparents, Grandchildren, Brother-In-Law, and Sister-In-law. An additional two (2) days leave with pay will be allowed as travelling time where the burial takes place outside of the District of Thunder Bay.
- 26.03 When an employee is called upon to act as Pallbearer, he shall be granted twice in each year, eight (8) hours leave from duty without loss of pay.
- 26.04 Employees who are called to serve as jurors or are subpoenaed as witnesses in legal proceedings:
- (a) shall be granted leave of absence for such purpose, provided that on completion of their jury or witness service such employees shall present to their Department Head a satisfactory certificate showing the period of such service.
 - (b) shall be paid their full salary or wage for the period of such jury or witness service; provided that they shall pay over to the Treasurer of the Corporation of the City

Article XXVI - Leave of Absence, Bereavement Leave and
Jury & Witness Duty Cont'd

of Thunder Bay the full amount of compensation received for such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than the regularly scheduled work day with the Corporation or any monies received for meal allowance or travelling allowances.

- (c) upon being released from jury or witness service in the forenoon of any day, immediately telephone their Department for instructions respecting their return to work and shall, upon receiving such instructions, comply with the same.

26.05 The employer may grant a leave of absence without pay, or loss of seniority to any employee who is elected or selected for a full-time position with the Union. The leave may be for a one (1) year period and be renewed each year on request, during his term of office. However, seniority shall not accumulate during the granted leave(s).

26.06 Requests in **writing** by the Union that an employee may be **granted** a leave of absence **with** pay, and with maintenance and accumulation of seniority rights, for the purpose of representing the Union at a conference or convention, may be granted by the Corporation provided that such leave with pay shall not interfere **with the** efficient operation of the **Department** in which the employee **works**. The Corporation will bill the Union for this time, plus benefits and administrative costs.

Article XXVII - Health and Pension Plans

- 27.01 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering the benefits under the Semi-private ward accommodation, Blue Cross Extended Health Care Benefits on the basis of \$25 - \$50 deductible, or equivalent, and Blue Cross Dental Plan No. 9 or equivalent (based on the previous year's O.D.A. Schedule of Fees), for all employees on the payroll with six (6) continuous months of service who are eligible to enroll under the regulations of the aforesaid plans.
- 27.02 In lieu of the Unemployment Insurance Premium rebate for sick leave plan provisions, the Corporation will contribute to one hundred percent (100%) of the billed premium for, or cover the cost of, eyeglasses (including frames and/or lenses, repairs, and contact lenses) up to a total amount of one hundred dollars and twenty dollars (\$120.00) each twenty-four (24) months per person (employee, spouse, and dependent children) in any period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included. New employees will be eligible following six (6) calendar months of employment.
- 27.03 Every full-time, (Regular or Probationary) employee, as a condition of employment, shall join the Ontario Municipal Employees Retirement System.

Article XXVII - Health and Pension Plans

All others who meet the eligibility criteria as outlined in the Pension Benefits Act (PBA) will be given the option to join.

27.04 An employees who retires as per Clause 27.03 or the "90 Factor, after April 25, 1989, will receive, Semi-Private and EHC benefits, premiums one hundred percent (100%) employer paid, from the date of retirement until the date Ontario Legislation provides prescription coverage.

27.05 All full-time employees, as a condition of employment, shall participate in the above plans and will be subject to the following conditions:

- a) the provisions of these plans shall not apply to an employee when he resigns, is laid off, discharged or is on an extended leave of absence.

Article XXVIII - Group Life Insurance

28.01 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering group life insurance for all regular employees on the payroll who are eligible to enroll for such coverage.

Article XXIX - Employees on Compensation

29.01 In the case of Workers' Compensation claims, the Corporation will pay the amount awarded less any lawful deductions.

Employees may use previously accumulated sick leave credits to make up the difference between the amount awarded and normal net pay.

Article XXIX - Employees on Compensation Cont'd

Sick leave credits will be used in increments of a one-half (1/2) hour, up to a maximum of two (2) hours per day: however, under no circumstances will the combined use of sick leave credits and the amount awarded exceed normal net pay.

Article XXX - Progression Routine

- 30.01 As a regular practice employees shall automatically progress from minimum to maximum, as indicated in the respective wage schedules. However, in the event that an employee fails to make satisfactory progress, his advancement may be withheld for a period of six (6) months. When progression is withheld, Management shall notify the employee and give the reason for withholding routine progression, and at the next semi-annual routine progression date, his progress and general performance shall be reviewed. If his progress and general performance are then found satisfactory, he shall be granted routine progression: if his progress and general performance are not found to be satisfactory, he shall either be transferred or dismissed. If at the time of the review just mentioned, his progress and general performance were found to be satisfactory, and if six (6) months after the review his performance has continued satisfactory, the employee may be granted the next step in progression thus re-establishing his original progression status.
- 30.02 It is agreed that Shop Stewards be in attendance at the performance evaluation at the request of either party.

Article XXXI - Job Security

31.01 Whenever it becomes necessary for the Corporation to contract out work regularly performed by the employees covered by this Agreement, such contracting out shall not result in the layoff of the employees covered by this Agreement.

Article XXXII - Automation and Technological Change

32.01 Wherever possible the Corporation shall give six (6) months advance notice in order to discuss any decision to introduce changes in plant, equipment or work methods, which may have an adverse effect on present manpower requirements. Permanent employees who may be displaced from their job by virtue of automation or technological change, will be given the opportunity to fill other vacancies according to the provisions as set forth in Article XX relative to seniority and qualifications.

Article XXXII - Automation and Technological Change Cont'd

32.02 The Corporation will undertake to retrain, at regular rates of pay, an employee who has been displaced because of automation or technological change. The degree of retraining will be governed by the capability of the employee to be retrained and the availability of a suitable position within the Corporation.

Article XXXIII - Classification and Wage Progression Schedule

- 33.01 Schedule "A" is hereby made part of this Agreement.
- 33.02 When a new position is created within the bargaining unit, such position will be discussed between the parties to determine the wage rate.
- 33.03 All employees having charge of four (4) or more Journey-men, Apprentices, Groundmen or six (6) or more Labourers shall be classified as Sub-Foremen.
- 33.04 When a Journeyman is in charge of a crew of two (2) or more men, he shall be paid Leadhand rate.
- 33.05 Any employee required by Management to assume duties of another employee of a higher classification, shall be paid the rate applicable to the classification beginning immediately.
- 33.06 On inter-sectional transfers (excluding Construction Labourer transfers), upwards or lateral, the employee will retain his current rate until evaluation indicates progression. The first evaluation will be carried out at three (3) months. If warranted salary progression will be to the next higher rate in the new classification.

Article XX

Cont'd

On downward transfers, employees will retain their current step. The employee shall remain at the step until evaluation indicates progression to the next step. Evaluations will be carried out as above.

33.07 An employee appointed by Management as an Instructor to teach formal training courses shall be paid at the rate of 107% of the Journeyman while teaching such courses.

33.08 Newly hired Apprentices shall be assigned to a Journeyman during the first step of the Apprenticeship.

Article XXXIV - Plural or Feminine Terms May Apply

34.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require. This provision will also apply to any position titles set forth under the "Classification and Wage Progression Schedules" forming part of this Agreement.

Article XXXV - Negotiating Committee

35.01(a) A negotiating Committee shall be established and shall consist of not more than four (4) employees and the Union Business Manager as appointees of the Union. The Corporation shall pay for all regular wages and benefits of the Union Negotiating Committee incurred while in the process of negotiating a Collective Agreement.

Article XXXV - Negotiating Committee Cont'd

(b) The Union shall, by written notice, keep Management informed of the members of the Negotiating Committee and any changes thereto, as they occur.

Article XXXVI - Termination

36.01 This agreement shall remain in force for a period of two (2) years from January 1, 1990 to December 31, 1991, inclusive, and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than sixty (60) days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision to this agreement.

DATED AT THUNDER BAY, ONTARIO, THIS 7th OF August, 1990.

IN WITNESS WHEREOF the party of the first part and the party of the second part cause their Proper Officers to affix their signatures the day and year first above written.

THE CORPORATION OF THE
CITY OF THUNDER BAY




Mayor



Clerk

LOCAL UNION NO. 339
INTERNATIONAL BROTHER OF
ELECTRICAL WORKERS



Business Manager

Recording Secretary

wages

January 1, 1990 - 5.5%

January 1, 1991 - 5.5%

- Plus a GST adjustment clause of twenty cents (\$.20) per hour for each full one percent (1%) increase on the December 31st, 1990, Consumer Price Index (CPI) for Thunder Bay plus five percent (5%), ending November 30, 1991, calculated as follows:
 - Add to the CPI (Thunder Bay) for December 1990 an increase of five percent (5%) which will be deemed to be the 'trigger point'.
 - When the CPI (Thunder Bay) reaches this "trigger point", then for each full one percent (1%) increase to that 'trigger point' in the CPI (Thunder Bay) increase the hourly rates of pay by twenty cents (\$.20) on the commencement of the next full pay period commencing after the announcement of the CPI for Thunder Bay, for the previous month.

The last adjustment could occur for the month of November, 1991, and if so, will be adjusted on the last full pay in December 1991, and the GST adjustment clause will have no further effect and will be automatically deleted from the collective agreement on January 1, 1992.

SCHEDULE "A"1990 - 1991CLASSIFICATION AND WAGE PROGRESSION

CLASS OR APPR STEP #	INTERVAL MONTH TO MONTH	% OF JOURNEYMAN LINEMAN RATE	JAN. 1, 1990	JAN. 1, 1991
1	0 - 12	63%	\$ 12.36	\$ 12.98
2	13 - 24	73%	14.32	15.04
3	25 - 36	83%	16.28	17.10
4	37 - 48	88%	17.27	18.13
5	49 - 60	93%	18.25	19.16
	CENTRAL OFFICEMAN, CABLE SPLICER. TESTER, PLANT LAYOUT MAN, KEY SYSTEM AND PBX INSTALLER, NETWORK SERVICES TECHNICIAN, RECORDS & METHOD TECHNICIAN, PABX INSTALLATION & REPAIR TECHNICIAN		19.98	20.98
	LINEMAN, INSTALLER REPAIRMAN		19.62	20.60
	NETWORK SERVICES DRAFTSMAN, OUTSIDE PLANT ENGINEERING DRAFTSMAN, CABLE LOCATE DRAFTSMAN, CABLE LOCATOR		19.35	20.32
	VEHICLE MECHANIC		18.66	19.59
	FRAMEMAN (92% OF CENTRAL OFFICEMAN RATE)		18.38	19.30
	SHOP REPAIRMAN (92% OF CENTRAL OFFICEMAN RATE)		18.38	19.30
	VEHICLE MECHANIC HELPER		15.81	16.60
	GROUNDMAN (88% OF LINEMAN RATE)		17.27	18.13
	LABOURER (1ST 90 CONTINUOUS OR 120 ACCUMULATED CALENDAR DAYS)		13.03	13.68
	LABOURER (THEREAFTER)		14.32	15.04

SCHEDULE "A"
1990 - 1991

CLASSIFICATION AND WAGE PROGRESSION

<u>CLASSIFICATION AND STEP #</u>	<u>JAN. 1, 1990</u>	<u>JAN. 1, 1991</u>
MARKETING & SALES REPRESENTATIVE		
MARKETING DATA TECHNICIAN		
(1ST STEP)	\$ 16.83	\$ 17.67
(2ND STEP)	17.58	18.46
(3RD STEP)	18.42	19.34
(4TH STEP)	19.15	20.11
(5TH STEP)	19.98	20.98
STOREKEEPER I		
(1ST STEP)	13.98	14.68
(2ND STEP)	15.10	15.86
(3RD STEP)	16.29	17.10
STOREKEEPER II		
(1ST STEP)	14.89	15.63
(2ND STEP)	16.16	16.97
(3RD STEP)	17.46	18.33
JANITOR HANDYMAN		
(1ST STEP)	12.69	13.32
(2ND STEP)	13.82	14.51
(3RD STEP)	15.10	15.86
DISPATCHER, VEHICLE LINE & CABLE CLERK		
(1ST STEP)	12.99	13.64
(2ND STEP)	14.17	14.88
(3RD STEP)	15.33	16.10
STUDENT RATE	10.82	11.36
SUB-FORMAN (7% ABOVE JOURNEYMAN'S RATE OR APPLICABLE CLASSIFICATION)		
LEADHAND (4% ABOVE JOURNEYMAN'S RATE OR APPLICABLE CLASSIFICATION)		



The Corporation 49
Of The City 
Thunder Bay

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY

AND:

LOCAL UNION 339, I.B.E.W. (CRAFT)

RE: HOURS OF WORK - INSTALLER REPAIRMAN STAFF

The parties agree that Installer Repairman Staff Hours of Work will be as follows, effective in 1991 during the period from the first Sunday in April to the last Sunday in September.

The normal tour of duty shall be from Monday through Thursday, and Tuesday through Friday.

The normal hours of work for Installer Repairman staff shall be ten (10) consecutive hours per day (excluding meal breaks) between the hours of 8:00 a.m. and 6:30 p.m.

All Installer Repairman Staff will be assigned to either the Monday through Thursday tour, or the Tuesday through Friday tour. Schedules will be posted two (2) weeks in advance.

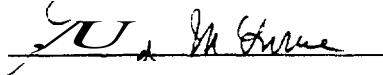
Standby assignments will be offered in an equitable manner to qualified available employees.


Management and Union will meet prior to start of hours for 1991 to discuss and resolve logistics of scheduling vacations, statutory holidays and scheduling, etc.

SIGNED IN THUNDER BAY, ONTARIO, THIS 24 DAY OF JULY, 1990.

FOR THE CORPORATION

FOR THE UNION





GM/pb



The Corporation 50
Of The City Of
Thunder Bay

LETTER OF UNDERSTANDING

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY
(hereinafter referred to as the "Corporation")

AND:

LOCAL UNION 339, I.B.E.W. (CRAFT)
(hereinafter referred to as the "Union")

RE: STUDENT TRAINEE

"Student Trainee" shall mean any person placed in a Department in conjunction with the curriculum of a recognized educational institution and shall be enrolled in a co-op education program in which the standard summer vacation period is not used. Student Trainees shall not accumulate seniority.

"Student Trainees" because they are enrolled in a co-op educational program may be hired for periods outside the traditional vacation period.

"Student Trainees" shall have the right to bid on "Open Postings", only.

There shall be no more than five (5) "Student Trainees" used at one time and no more than one (1) per section, in the Thunder Bay Telecommunications Department, in any one (1) calendar year.

A person hired in the classification of "Student Trainee" shall be hired in this classification one (1) time only.

A person hired in the classification of "Student Trainee" shall be under the direction supervision of an employee at the top step of the Section.

No "Student" classification shall be assigned to a section that has regular employees laid-off. There shall be no regular employees laid-off while "students" are employed in that section.

SIGNED IN THUNDER BAY, ONTARIO, THIS 24 DAY OF JULY, 1990.

FOR THE CORPORATION

FOR THE UNION



GM/pb