

AGREEMENT

BETWEEN

TBAYTEL

AND

LOCAL UNION 339

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS**

(CRAFT UNIT)

FROM: APRIL 1, 2005
TO: MARCH 31, 2009

04014(10)

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THIS AGREEMENT made and entered into this ___ day of _____ 2005.

BETWEEN:

TBAYTEL

hereinafter referred to as the "Corporation"

OF THE FIRST PART

AND

LOCAL UNION NO. 339, INTERNATIONAL BROTHERHOOD OF

ELECTRICAL WORKERS (CRAFT UNIT)

hereinafter referred to as the "Union"

OF THE SECOND PART

Article I- Reconition

1.01 The Corporation recognizes Local Union 339, IBEW as the sole and exclusive bargaining agent of employees in the Craft Unit of the Corporation occupying positions set forth in Schedules "A" and "B" 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 in the Craft Unit of the Corporation occupying the positions or job classifications set forth in Schedules "A" and "B" attached hereto, 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 95, Subsection (e) of the Canada Labour Code, R.S.C. 1970, and any amendments thereto.

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 except as provided in Section 70, Subsection (2) of the Canada Labour Code, R.S.C. 1970 and any amendments thereto.

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.

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 General Manager 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 Telephone 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;
- (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

6.01 Temporary Employees:

- (a) Temporary employees are employees hired during peak work periods when additional staff is required. Temporary employees shall not work longer than six (6) months in a twelve (12) month period. This time frame may be extended upon written agreement with the union.

Temporary employees shall not be entitled to any Health and Pension benefits as per Articles XXVII and XXVIII and Sick Leave benefits as per Article XV. Vacation Pay shall be paid as per the Canada Labour Code. Temporary employees shall not accumulate seniority.

Temporary employees shall only be allowed to bid on open postings.

Temporary employees bidding into full-time or part-time positions shall, upon completion of the probationary period, have a seniority date and service date established from the last date of temporary hire, but not more than twelve (12) months prior to the date they were placed into the regular full-time position.

A written statement of purpose and duration of all temporary positions will be forwarded to the Union office. Failure to do so will be grounds for grievance.

- (b) Temporary positions are to replace full-time employees who are absent due to Sick Leave, Workplace Safety and Insurance (WSIB), Pregnancy and/or Parental Leave, other approved leaves of absence

or to fill a newly created temporary position known to exceed three (3) months.

Temporary positions of three (3) months or less will be filled by appointment at Management's discretion.

Temporary positions which are known to exceed three (3) 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 full-time or part-time employee, seniority and benefits will continue to accrue in the normal manner and upon completion of the temporary assignment, the full-time or part-time employee shall be returned to his/her previous position. (Note: the full-time 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. Failure to do so will be grounds for grievance.

Should the temporary position not be filled by a full-time or part-time employee, management may fill the position at its discretion with a temporary employee. Should management fill this position with a temporary employee the temporary employee, after six (6) months of service shall be entitled to Extended Health Care, Vision Care, Dental Care and two (2) non-cumulative casual sick days every four (4) months (January-April, May-August, September-December). Vacation Pay shall be paid as per the Canada Labour Code.

6.02 **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.

Students shall not be entitled to any Health and Pension benefits as per Articles XXVII and XXVIII and Sick Leave benefits as per Article XV. Vacation Pay shall be paid as per the Canada Labour Code.

6.03 **Probationary:** Probationary employees are persons hired on trial as per Clause 7.01 to determine their suitability for continuing employment in full-time positions. Probationary employees shall not accumulate seniority while serving the probationary period. However, upon successful completion of the probationary period, the employee will be retroactively credited with the seniority accrued during the probationary period.

6.04 **Full-time Employee:** Full-time employees are persons who have satisfactorily served a probationary period and who are normally employed in full-time positions of a continuing nature.

6.05 **Deleted**

6.06

Employee:

- (a) Part-time employees are normally required to work less than the basic daily or weekly hours of a full-time employee and will be hired and scheduled at management's discretion. Part-time employees shall not be required to work more than forty-eight **(48)** hours in biweekly pay period. Part-time employees who work in excess of forty-eight **(48)** hours in a bi-weekly pay period will be paid overtime as per Clause 11.01 except when the part-time employee is working vacation relief, relieving a full time employee who is training, and temporary positions. It is further agreed that newly hired part-time employees will be allowed to work full-time hours for up to six weeks to receive the necessary training related to their job functions and that overtime as per clause 9.01 will not apply to these hours. This training will normally occur within the first two (2) months of employment. A maximum of two (2) part-time employees will be utilized in the Network Management Centre and five (5) part-time employees will be utilized in the Internet Help Desk section. These employees will work flexible hours, but within the parameters defined in Article 8.01 for hours of work.

Part-time employees shall accumulate seniority based on regular hours worked. One (1) year of seniority shall be equivalent to eighteen hundred and twenty **(1820)** regular hours of work. Currently employed part-time employees will have a seniority date based on their existing bidding seniority.

Part-time employees shall not accumulate vacation credits. Part-time employees shall not be entitled to any Health and Pension benefits as per Articles XXVII and XXVIII and Sick Leave benefits as per Article XV. Part time employees shall receive ten percent (10%) in lieu of

fringe benefits after ninety (90) scheduled working days. Vacation Pay shall be paid as per the Canada Labour Code.

Part-time employees shall be subject to the progression routine as outlined in Article XXXI upon accumulating each eighteen hundred and twenty (1820) regular hours of work.

Part-time employees bidding into full-time positions shall, upon completion of the probationary period, have a seniority date established based on the number of regular hours worked.

Part-time employees, upon completion of the training period, will be utilized as equally as possible within their classification.

Should a layoff occur that ultimately impacts the part-time employees, layoffs will be in accordance with Clause XX (b).

6.07

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" 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 Telephone Department, in any one (1) calendar year.

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

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

Student Trainee employees shall not accumulate seniority or vacation credits. Student Trainee employees shall not be entitled to any Health and Pension benefits as per Articles XXVII and XXVIII and Sick Leave benefits as per Article XV. Vacation Pay shall be paid as per the Canada Labour Code.

Article VII - Probationary Period

7.01 All new employees of the Corporation shall be on probation for a period of nine (9) months. Temporary and part-time employees who gain probationary status within the classification they were temporary or part-time in, shall have their probationary period shortened by the length of accumulated service as a temporary or part-time employee immediately prior to the full-time employment. Full-time employees transferring into new positions shall only be required to serve a ninety (90) probationary period.

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 and part-time employees accepting full-time positions in the same classification will have seniority and services dates established as per Clause 6.01 (d) and 6.06 respectively.) However, employees classified as Telephone Line Technician II 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 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, provided that such discharge is not discriminatory, arbitrary or in bad faith.

Article VIII - Hours of Work

8.01

(a) The hours of work for all regular full-time employees in place prior to the ratification of this agreement shall be eight **(8)** hours a day, and the tours of duty shall fall between the hours of 8:00 a.m. and 4:30 p.m., Monday to Friday inclusive, for a total of forty (40) hours per week. Except as otherwise referenced within the agreement.

(b) The hours of work for employees hired or transferring after the ratification of this agreement in classification that fall within sections listed in the “Letter of Understanding Shift Work and Standby”, shall be eight (8) hours per day, and the tours of duty shall fall between the hours of 8:00 am and 8:00 pm, Monday to Friday, Saturday 8:00 a.m. to 4:00 p.m. inclusive, for a total of forty (40) hours per week, with two (2) consecutive days off except on shift turnaround. Schedules shall be posted two (2) weeks in advance.

(c) Ten (10) hour shifts will be made available to Full Time employees in place prior to the ratification of this agreement on a voluntary basis as follows:

- | | |
|-----------------------|----------|
| Cable | 2 shifts |
| Business Installation | 2 shifts |

These shifts will be scheduled to work between the hours of 8:00 a.m. to 8:00 p.m., Monday through Friday. Employees hired or transferred after the ratification of this agreement may be scheduled to these shifts at management’s discretion.

Installation and Repair 4 shifts (on a voluntary basis)

These shifts will be scheduled to work between the hours of 8:00 a.m. to 8:00 p.m., Monday to Friday, and 8:00 a.m. to 6:00 p.m. on

Saturday. Employees hired or transferred, into the above section after the ratification of this agreement may be scheduled to work the above shift.

Within six (6) months of implementing the ten (10) hour shifts, management will meet with one representative from each of the affected groups together with the Business Manager to discuss the efficiency of this schedule and to determine if additional shifts will be made available in the future.

8.02 The hours of work in the "Stores" shall be an eight (8) hour tour between the hours of 7:30 a.m. and 4:30 p.m., Monday to Friday inclusive.

8.03 The hours of work for Network Management Centre shall be eight (8) hours per day between the hours of 7:00 a.m. and 6:00 p.m., Monday to Friday, and 8:00 a.m. and 4:00 p.m., Saturday inclusive, a total of forty (40) hours per week. Schedules shall be posted two (2) weeks in advance.

8.04 The hours of work for Vehicle Mechanics shall be eight (8) hours per day between the hours of 8:00 a.m. and 5:30 p.m., Monday to Friday, inclusive.

8.05 The hours of work for Janitor shall be eight (8) consecutive hours per day, Monday through Friday between the hours of 5:00 a.m. and 5:30 p.m.

8.06 The Corporation shall, at its discretion, establish either:
(1) a one-half (1/2) hour unpaid meal period; or,

- (2) a twenty (20) minute paid meal period to be taken at the work site.

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.

- 8.07 The regular hours of work for the Business Systems Analysts, NEO Specialists and Associates, Building Industry Consultant and Contract Inspector shall be seven and one-half (7 ½) hours per day Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. for a total of thirty-seven and one-half (37 ½) hours per week, inclusive of a one (1) hour unpaid meal period.
- 8.08 The regular hours of work for the Computer Centre Operations shall be a day shift of seven and one-half (7 ½) hours per day Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. for a total of thirty-seven and one-half (37 ½) hours per week, inclusive of a one (1) hour unpaid meal period. An afternoon shift for the Computer Centre Operations shall be seven and one-half (7 ½) hours per day Monday through Friday between the hours of 2:00 p.m. and 10:00 p.m. for a total of thirty-seven and one-half (37 ½) hours per week, inclusive of a twenty (20) minute paid meal period. A shift differential of seventy-five cents (\$0.75) per hour will be paid for the afternoon shift.
- 8.09 The regular hours of work for the Business Sales Representatives shall be eight (8) hours per day Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for a total of forty (40) hours per week, inclusive of a one-half (1/2) hour unpaid meal break with no

more than one (1) Business Sales Representative starting at 8:30 a.m.

Article IX - Shift Work and Standby

9.01 (a) **Shift Workers: Network Operations (includes Broadband & Central Office)**

Regular shifts from Monday to Saturday shall be scheduled as follows: The twenty-four (24) hour period shall be divided into three (3) potential shifts as follows: 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 a.m.; 12:00 a.m. to 8:00 a.m.;

Normal hours of work for shift workers shall not exceed forty (40) hours per week:

A shift differential of seventy five cents (\$.75) per hour will be paid to all shift workers whose hours worked fall between the hours of 4:00 p.m. to 12:00 a.m.; and 12:00 a.m. to 8:00 a.m., inclusive.

A shift differential will be paid in addition to the regular rates only and will not apply when premium rates are paid, except for a normal paid holiday shift. All time worked after the completion of a regularly scheduled shift shall be paid at the applicable overtime rate.

The work schedule shall be posted a minimum of two (2) weeks in advance. Management will endeavour to schedule the minimum number of employees as workload demands in respect of work life balance, rotating employees equally through non-standard day shifts.

Central Office Installation: Hours of work for employees in this section shall be Monday through Friday, 8:00 a.m. to 4:30 p.m. inclusive of a half (½) hour unpaid lunch.

(b) **Network Management Centre**

The hours of work for the following employees shall be 8:00 a.m. until 4:30 p.m., Monday to Saturday: Karen Futia, Connie Matarazzo and Al Kempton.

The hours of work for Hank Hughes shall be 8:00 a.m. until 4:30 p.m. Monday through Friday.

The following hours of work shall apply to those employees hired as shift workers.

The shifts for Monday to Friday will consist of eight (8) hour shifts: 8:00 a.m. to 4:30 p.m., with a meal period as provided in accordance with Article 8.06; 4:00 p.m. to 12:00 a.m.; 12:00 a.m. to 8:00 a.m.; inclusive of a twenty (20) minute paid meal period.

The shifts for Saturdays, Sundays and Paid Holidays will consist of 12:00 a.m. to 8:00 a.m.; 8:00 a.m. to 4:00 p.m.; 4:00 p.m. to 12:00 a.m., inclusive of a twenty (20) minute paid meal period.

Employees will be required to work forty (40) hours per week.

A shift differential of seventy five cents (\$.75) per hour will be paid to all shift workers whose hours worked fall between the hours of 4:00 p.m. to 12:00 a.m.; and 12:00 a.m. to 8:00 a.m., inclusive. A shift differential will be paid in addition to the regular rates only and will not apply when premium rates are paid, except for a normal paid holiday shift. All time worked after the completion of a regularly

scheduled shift shall be paid at the applicable overtime rate. Shift differential will be paid on the day shift on Sundays.

The work schedule shall be posted a minimum of two (2) weeks in advance.

c) **Internet Help Desk-**

Hours of Work – The hours of work of the Internet Help Desk will cover a 7 day work week, and 24 hours of coverage.

Shift Differential – A shift differential of seventy five cents (\$.75) will apply for hours worked between 4:00 p.m. and 8:00 a.m. inclusive.

9.02 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.

9.03 Shifts 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.

9.04 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.

9.05 Standby pay for Paid 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.

9.06 Daylight Saving Time: Employees working on shift during the actual change in time in the spring and again in the fall will be paid for actual hours worked.

Article X - Saturday Tour of Duty

10.01 Deleted.

10.02 Deleted.

Article XI - Overtime and Emergency Work

11.01 All overtime shall be paid for at the rate of double time (2x).

11.02 Paid Holidays as hereinafter listed shall be paid for at the rate of double time (2x) the employee's regular hourly rate of pay in addition to his regular rate of pay for that day.

The twelve (12) Paid Holidays are:

New Year's Day

Labour Day

Good Friday

Thanksgiving Day

Victoria Day	Remembrance Day or a Floating Holiday
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Christmas Eve or New Year's Eve	
Thursday immediately before Good Friday or Easter Monday or a Floating Holiday	

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 time (2x) his regular hourly rate of pay 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) Rest time for time worked after 1:00 am will be as follows;
- (2) Between 1:00 am and 6:00 am - eight (8) consecutive hours rest time will be allowed, with such hours that fall within the normal work shift being with pay.

11.06 A meal allowance to a maximum of ten dollars (\$10.00) 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, twenty (20) 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.
- (b) Overtime shall commence upon direct or indirect instructions of Supervisor.
- (c) **All** available full-time employees in their appropriate section will be given an equal opportunity to work overtime, after which temporary and part-time employees will be given an equal opportunity to work overtime.
- (d) **All** employees shall be given as much advance notice as possible.
- (e) At least twenty-four **(24)** hours notice shall be given prior to the canceling of a schedule overtime shift. In the event that notice cannot be given the employee will be paid two (2) hours at the overtime rate.

11.08 **Banking of Overtime:** Will be allowed for all Full Time employees and after six **(6)** months of continuous service for Temporary Full Time Employees. 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) Banked time will only be used to extend vacations where management is in agreement.
- (6) Standby time is not included in the accumulation.
- (7) Time off will be taken in a minimum of one (1) 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. Banked time shall be used prior to any leave with no pay.

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 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 - Paid Holidays

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

If Easter Monday is declared as a Federal general holiday, the floater will be considered deleted from this agreement.

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

Thursday immediately before Good Friday or Easter Monday
or a Floating 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 percent (50%) 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.

Also, a maximum of fifty percent (50%) of the employees will be granted either the Thursday immediately before **Good** Friday or Easter Monday or the Floating Holiday at the employee's discretion provided the employee puts in a request for this day off by March 1st of the current calendar year. This will have no effect on the vacation complement or vice versa.

A maximum of fifty percent (50%) of the employees will be granted either Remembrance Day or the Floating Holiday at the employee's discretion provided the employee puts in a request for this day *off* by March 1st of the current calendar year. This will have no effect on the vacation complement or vice versa.

Notwithstanding the above, in order to ensure operational efficiency no more than fifty percent (50%) of the employees in any section will be scheduled off at any given time.

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 paid 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 paid holiday, an employee must have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday, unless 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 entitled to Paid Holiday pay.

13.02 (1) The following conditions will determine whether or not part-time employees, students and student trainees are entitled to paid holidays.

(2) The twelve **(12)** paid holidays are:

If Easter Monday is declared as a Federal general holiday, the floater will be considered deleted from this agreement.

New Year's Day

Labour Day

Good Friday

Thanksgiving Day

Victoria Day

Remembrance Day or a Floating Holiday

Canada Day

Christmas Day

Civic Holiday

Boxing Day

Christmas Eve or New Year's Eve

Thursday immediately before Good Friday or Easter Monday or a Floating Holiday

- (3) In order to be entitled to payment for a paid holiday, an employee must have:
1. worked at least fifteen (15) days in the preceding thirty (30) calendar days prior to the holiday; and
 2. where applicable, reported for work on the holiday if the employee was called in on the holiday; and
 3. was otherwise entitled to holiday pay as per the Canada Labour Code.
 4. An employee not entitled to holiday pay pursuant to Subsection (3) above, whose terms and conditions of employment with respect to hours of work are such that the employee is unable to establish entitlement to wages on at least fifteen (15) days during the thirty (30) calendar days immediately preceding a paid holiday, is entitled to be paid 1/20th of the wages he has earned during the thirty (30) calendar days immediately preceding that paid holiday (in accordance with the Canada Labour Code).

13.03 **NOTE:** Floating holidays are to be used in the calendar year in which they are earned.

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 sixteen (16) years of continuous service to a maximum of ten (10) additional days vacation.

- 14.02 (a) 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. Bargaining unit 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. Full-time employees acting in temporary positions will be entitled to use their bargaining unit seniority to make their vacation selections while working in that Division/Section/Area.
- (b) Vacation Grants in each section shall be made according the entitlement ratios as set out in Addendum A.

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 paid 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.

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 e.g.:

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.

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 credits so displaced shall either be added to the vacation period or reinstated for use at a later date subject to management's discretion. 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 Workplace Safety and Insurance Board 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 vested sick time credits or vacation time to top up their STD benefits to 100 % of their pre-illness pay.

Employees may use their accumulated sick leave credits or vacation to provide benefits for the first and second day of illness where the plan does not pay benefits. Employees 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 full-time and non-continuous full-time employees six (6) non-cumulative casual sick days on January 1st of each year (or a prorated amount based on one (1) for each two (2) months of service in the event an employee commences employment during the year).

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 fifty percent (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 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 supervisor or designate prior to the time he would normally report for duty, in order to permit staff arrangements.

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 point of an unreduced early retirement under the most current OMERS qualifying provision to the extent that such credit or any portion thereof will bring him to age sixty-five (65) or the point of an unreduced early retirement under the most current OMERS qualifying service provision. Employees choosing this option will continue to receive benefits of this agreement but will not be eligible to return to work.

Employees who are fifty (50) years of age or older and intend to retire within the next five (5) years of their employment will be allowed to defer one (1) weeks vacation in each of those five (5) years to be applied to pre-retirement. This is a one time accrual only. An employee who intends to retire at the end of that five (5) year period,

but does not actually retire will be paid out the banked vacation time during the year he had intended to retire.

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 cooperate with the Corporation in the prevention of accidents and will, from time to time, as occasion requires, make such representations to the Corporation

replaced twice per year, once for the summer and once for the winter. Failure to wear safety boots will result in disciplinary action.

Full-time, Part Time and Temporary employees who have passed the probationary period and are required to wear overshoes shall be reimbursed in an amount equal forty dollars (\$40.00) or seventy-five percent (75%) of the cost of the overshoes, to be replaced twice per year, once for the summer and once for the winter.

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

18.03 **All employees occupying the classification of:**

Installation Repair Technician II

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.

- 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 November 1 to March 31 will be provided one (1) pair of insulated coveralls, if required 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 fifty dollars (\$150.00).

Article XIX - Promotion and Seniority

- 19.01 Where a full-time vacancy or a temporary vacancy known to exceed three (3) months occurs, or a new **job** is created within the bargaining unit, such vacancy or job will be 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 will be sent to the Union at the time of posting, the position will then be posted as an "Open Competition", a copy of which will also be sent to the Union. Employees who are members of Local Union 339, IBEW (Craft Unit) will be given preference on Office Unit positions over applicants from outside either bargaining unit, provided the applicant Craft Unit member meets all the competitive criteria as outlined in Clause 15.01 of the Office Agreement.

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 General Manager, 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 paid holiday or on Workplace Safety and Insurance (WSIB);
- (d) when actually at work for the Corporation within the IBEW Craft bargaining unit.

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;
- (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.

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 while employed in the IBEW Craft bargaining unit.

Notwithstanding the above, in the event that an employee covered by this Agreement should be transferred or promoted to a temporary position beyond the scope of this Agreement, and within Thunder Bay Telephone, seniority shall continue to accrue while the employee is in the temporary position.

Article XX - Layoff and Recalls

- 20.01 a) Where a condition arises which reduces the workload to the extent that a staff or work reduction is required, the Telephone Department shall discuss with the Union as to how a reduction may be effected:

The following options will be considered:

- 1) work sharing; or,
- 2) layoff; or a,
- 3) combination of the above.

In the event an agreement cannot be reached within twenty (20) days after the issue has been submitted to the Union, the Telephone Department may proceed on a plan of layoff.

At any point during implementation of the plan as described above, discussions relating to same may be resumed at the request of either party.

- b) In the event of a layoff, employees shall be laid off in reverse order of seniority within their classification. However, the Telephone Department shall place an employee about to be laid off, laterally or downward, into a classification where the employee facing layoff is fully qualified in relation to the posted requirements and has demonstrated proficiency in similar tasks, and where there are junior employees. The junior employee(s) will then be laid off.
- c) Recall will be done in reverse order of layoff within the classification.
- d) It is understood that in the event of a work sharing arrangement, the employee will contribute proportionately to health care plan premiums

on the basis of lost hours worked in relation to the standard number of hours worked.

- e) Employees who are laid off will retain their service credits and benefits for one (1) month immediately following the layoff. Thereafter, service credits and benefits will cease to be provided to the employee.

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.

Both parties shall meet at each of the following steps of the grievance procedure to try and resolve the issue at hand.

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 Supervisor. He shall have the assistance 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 Supervisor shall give his decision within five **(5)** working days following the hearing **of** the grievance to him. If the Supervisor'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 Division Manager, who shall consider it in the presence of the persons presenting same and the Supervisor, and render his decision in writing within five (5) working days following the hearing 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 Vice President of Human Resources, who shall consider it in the presence of persons presenting same, and render her decision in writing within seven (7) working days following the hearing of the grievance to her.

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 President and CEO and such persons as Management may desire, to consider the grievance. The President and CEO will render his decision in writing within ten (10) 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 unit in regard to which an individual employee could not grieve, may be lodged by the Union in writing with the President and CEO at Step No. 4 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 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 chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in 22.02 above, the Federal Minister of Labour will be asked to nominate a person to act as Chairman.
- 22.04 A Single Arbitrator will be chosen in accordance with the Canada Labour Code.
- 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 General Manager 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 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.

23.03 Disciplinary action is defined, but not limited to:

- (a) a recorded "verbal" warning which is notated as such and has been brought to the attention of the employee; or,

- (b) a recorded "written" warning which is notated as such and has been brought to the attention of the employee; or,
- (c) a suspension; or,
- (d) a discharge for cause.

Article XXIV - Management Grievances

24.01 Any grievance instituted by Management may be referred in writing to the Union within five (5) 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 five (5) working days 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 **ML** I at any time within fifteen (15) 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 designed to restrict or limit output.

- Brother
- Sister
- Mother-in-law
- Father-in-law
- Spouse of an employee's Father-In-Law or Mother-In-Law (including common-law Spouse)
- Grandparents
- Grandchildren
- Brother-In-Law
- Sister-In-Law
- and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

An additional two (2) working days leave with pay commencing immediately following the bereavement leave will be allowed as traveling time when the employee attends a funeral service which takes place outside of the District of Thunder Bay.

26.03 When an employee is called upon to act as Pallbearer or is required to perform an official function, he shall be granted twice in each year, at his discretion, one (1) day's leave from duty without loss of pay on the day of the funeral. If the funeral is not a regularly scheduled day of work, the employee will not be paid for the funeral leave.

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 the President and CEO a satisfactory certificate showing the period of such service.

25.03 "Lockout" includes the closing of a place of employment, a suspension of work by an employer or a refusal by an employer to continue to employ a number of the employees, done to compel the employees, or to aid another employer to compel the employees, to agree to terms or conditions of employment.

Article XXVI - Leave of Absence, Bereavement Leave and Jury and Witness

Duty

26.01 (a) Written requests for a personal leave of absence without pay will be considered on an individual basis by the President and CEO 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.

(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 be allowed up to three (3) consecutive full days off with pay immediately following the death of an employee's:

- Mother
- Father
- Spouse (including common-law)
- Spouse of an employee's Father or Mother (including common-law Spouse)
- A common-law Spouse's Mother and Father
- Children

- (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 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 shall grant a leave of absence without pay, and seniority shall accrue, to any employee who *is* elected or selected for a full-time position within Local Union 339. The leave shall be for the full term of office and shall be renewed upon request. The Corporation may at its discretion backfill the vacancy as per a temporary full-time posting.

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.

26.07 A full-time Schedule "A" employee who is on maternity leave and who is in receipt of Employment Insurance Maternity benefits pursuant to the Employment Insurance Act shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between seventy-five percent (75%) of her weekly earnings and the sum of her weekly employment insurance benefits and other

earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Corporation of the computer report from the Commission to verify that the employees are receiving E.I. benefits or other earnings.

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, (effective on the first day of the seventh continuous month of employment), Extended Health Care Benefits on the basis of \$25 - \$50 deductible, or equivalent, and Dental Plan No. 9 benefits, or equivalent, on the basis of the previous year's O.D.A. Schedule of Fees (effective on the first day of the seventh continuous month of employment), for all employees on the payroll who are eligible to enroll under the regulations of the aforesaid plans.
- 27.02 Effective the 1st of the month following date of ratification by both parties to this collective agreement, The Corporation agrees to contribute to the costs for replacement of dentures for an employee on a 50/50 shared basis up to a maximum of three hundred dollars (\$300.00) in any one year (effective on the first day of the seventh continuous month of employment). This will apply to all employees on the payroll who are eligible to enroll in the plan. Note: bridges are not covered under this provision.
- 27.03 In lieu of the Employment 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 and fifty dollars (\$150.00) each ~~two~~ (2) calendar years per person (employee, spouse, and dependent children) when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination (effective on the first day of the seventh continuous month of employment). Sunglasses or eyeglasses for cosmetic purposes are not included.

27.04 Every full-time or probationary employee, as a condition of employment, shall join the Ontario Municipal Employees Retirement System.

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

Effective October 9, 2001, an employee who under the most current OMERS qualifying service provision retires with a reduced or unreduced early retirement pension will receive semi-private and EHC benefits, premiums one hundred percent (100%) employer paid from the date of retirement until the earlier of age 65 or the date Ontario legislation provides prescription coverage.

27.05 An employee who retires as per Clause 27.03 prior to the point of an unreduced early retirement under the most current OMERS qualifying service provision to the extent that such credit or any portion thereof will bring him to age sixty-five (**65**) or the point of an unreduced early retirement under the most current OMERS qualifying service provision, 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 to age 65.

- 27.06 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 beyond one calendar month, discharged or is on an unpaid 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 (effective on the first day of the thirteenth continuous month of employment).

Article XXIX - Coverage on Workplace Safety and Insurance Board (WSIB)

- 29.01 In the case of Workplace Safety and Insurance Board (WSIB) claims, the Corporation will pay the amount awarded less any lawful deductions.

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

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 regular full-time employees covered by this Agreement.

31.02 The provisions of this Agreement shall be binding upon any successor or merged Company or Companies or any successor in the control of the Company. In the event there is a merger with, or sale to another Company in which the covered employees therein are represented by another Union in such Company, the representation rights and status quo of this Union shall be maintained until a final determination is made under the Canada Labour Code as to the proper representation of the combined group.

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.

32.02 The Telephone Department 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 Telephone Department.

32.03 The Corporation shall endeavour to Cross-train employees wherever possible to create a flexible workforce. The Corporation shall

utilize all full-time employees equally when implementing a Force Flex situation. Individuals who are used in a Force Flex situation outside their group shall be given at least one working days notice and shall be given adequate time to prepare for their relocation to the assigned section. When utilizing the Force Flex Plan, employees relocating, will be considered employees of their new section for the purpose of overtime.

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33.01 Schedule " A is hereby made part of this Agreement.

All existing Non-Continuous Full-time shall be classified as Full-time under schedule "A .

33.02 When a new position is created within the bargaining unit, such position will be discussed between the parties before being brought before the job evaluation Committee to determine the wage rate.

33.03 All employees having charge of four (4) or more Journeymen or Apprentices shall be classified as Sub-Foremen.

33.04 When a Journeyman is in charge of a crew of two **(2)** or more persons, 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 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.

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.

33.09 When a Non-Union Supervisor or a Union Foreman is away from the workplace for a period of more than three (3) days, an employee will be assigned to assume his position.

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 Agent 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.
- (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 - Travel Allowance

- 36.01 An employee required to travel outside the City of Thunder Bay on behalf of the City of Thunder Bay for training purposes will be paid travel time on a straight time basis equal to the time required for airline and/or ground transportation to the destination and return. Further to the above the Corporation shall;
- (1) Provide suitable ground transportation between the training centre or work location and the place of accommodation;
 - (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.
 - (4)** Pay per diem as defined in the Corporation's Corporate Policy.

36.02

Regional Work-Field Operations

An employee required to travel outside the City Of Thunder Bay for the purpose of a work assignment shall adhere to the following policy:

HOURS OF WORK; Work will be assigned in forty (40) hour blocks, consisting of four (4) ten (10) hour shifts, between the hours of 8:00 am and 6:00 pm, Monday to Thursday or Tuesday to Friday inclusive of a twenty (20) minute paid lunch on the work site. Hours worked beyond forty (40) hours shall constitute overtime as per Article XI.

TRAVEL TIME; Travel time outside to the normal working hours shall be paid overtime as per Clause 11.01.

ACCOMMODATION: When it is necessary for employees to stay overnight at the work location, it is agreed that each employee will be given separate accommodations whenever possible. Every effort will be made to provide quality hotel accommodations.

PER DIEM: All employees traveling for the purpose of work shall receive their per-diem and have all costs relating to their travel paid prior to leaving.

WEATHERED IN; In the event weather conditions prevent workers from returning home, and employee will receive regular pay for all hours inside the regular working hours and one (1) hour for every two (2) hours outside regular working hours. Should an employee be forced to stay at the work location on his scheduled day off (Friday), he shall receive another day off. Should an employee be forced to stay at the work location on a Saturday or Sunday, he shall receive premium pay for such time.

STAFF SELECTION; Volunteers shall be requested for out of town work, after which the work shall be assigned by reverse seniority.

HEALTH & SAFETY; the following rules shall apply for determining return travel versus overnight stay:

Summer-Travel home from the work location must be complete by 8:00 p.m., if an employee is unable to meet this time he shall overnight at his work location.

Winter-Travel home from the work location must be complete by 6:00 p.m., if an employee is unable to meet this time he shall overnight at his work location.

Employees are expected to keep in touch with their Supervisor on all issues pertaining to travel and arrival times to ensure due diligence in respect to travel safety.

Article XXXVII - Severance Pay

37.01 All employees with four **(4)** or less years of continuous employment will be entitled to severance pay provisions as per Divisions X and XI of the Canada Labour Code. All employees with five (5) or more years of continuous employment will be entitled to severance pay provisions as per Sections 57 and 58 of the 1998 Employment Standards Act of Ontario.

Article XXXVIII - Termination

38.01 This agreement shall remain in force for a period of four **(4)** years from April 1, 2005 to March 31, 2009, 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.

IN WITNESS WHEREOF the party of the first part and the party of the second part
cause their Proper Officers to affix their signatures this _____ day of
_____ 20____.

TBAYTEL

LOCAL UNION 339, THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICALWORKERS'
(CRAFT UNIT)

BUSINESS MANAGER

SECRETARY

SCHEDULE "A"
2005- 2008
CLASSIFICATION AND WAGE PROGRESSION

Pay Scale	Classification	Step	April 1, 2005	April 1, 2006	April 1, 2007
AC	Business Installation Technician	1	16.21	16.70	17.20
	Cable Dispatcher/Tester Dispatcher	2	18.78	19.34	19.92
	Cable Splicer	3	21.35	21.99	22.65
	Installation & Repair Technician	4	22.64	23.32	24.02
	Internet Technician	5	23.92	24.64	25.38
	Network Management Tester/Dispatcher Wireless Technician	6	26.19	26.98	27.79
BC	Line Technician I	1	16.21	16.70	17.20
	Cable Locator/Cable Helper	2	18.78	19.34	19.92
		3	21.35	21.99	22.65
		4	22.64	23.32	24.02
		5	23.92	24.64	25.38
		6	25.73	26.50	27.30
CC	Cable Locator	1	16.21	16.70	17.20
	Cable Locate Dispatcher/Draftsperson	2	18.78	19.34	19.92
		3	21.35	21.99	22.65
		4	22.64	23.32	24.02
		5	23.92	24.64	25.38
		6	25.38	26.14	26.92
DC	Vehicle Mechanic	1	24.47	25.20	25.96
EC	Line Technician II	1	16.21	16.70	17.20
		2	18.78	19.34	19.92
		3	21.35	21.99	22.65
		4	22.64	23.32	24.02
		5	23.92	24.64	25.38
FC	Access Facility Technician	1	16.21	16.70	17.20
		2	18.78	19.34	19.92
		3	21.35	21.99	22.65
		4	22.64	23.32	24.02
		5	23.92	24.64	25.38
GC	Business Sales Representative	1	22.07	22.73	23.41
		2	23.04	23.73	24.44
		3	24.14	24.86	25.61
		4	25.11	25.86	26.64
		5	26.19	26.98	27.79
HC	Business Installation Clerk	1	20.40	21.01	21.64
	Control Dispatch Clerk	2	22.28	22.95	23.64
	Line & Cable Clerk	3	24.10	24.82	25.56
IC	Storekeeper	1	20.04	20.64	21.26
		2	21.69	22.34	23.01
		3	23.40	24.10	24.82
JC	Janitor Handyperson	1	16.63	17.13	17.64
		2	18.12	18.66	19.22

		3	19.80	20.39	21.00
SU	Student	1	11.00	11.00	11.00
		2	12.00		12.00
		3	13.00	13.00	13.00
		4	14.00	14.00	14.00
LC	Foreman Broadband** Foreman Business Installation** Foreman Cable ** Foreman Installation & Repair** Foreman Network Operations Installation** (109% of journeyman rate for applicable classification)	1	28.55	29.41	30.29
MC	Sub foreman Building Maintenance (107% of journeyman rate for applicable classification)	1	27.53	28.36	29.21
NC	Foreman Line (109% of journeyman rate for applicable classification)	1	28.05	28.89	29.76
OC	Lead hand Business Installation I (104% of journeyman rate for applicable classification)	1	27.24	28.06	28.90
PC	Lead hand Line (104% of journeyman rate for applicable classification)	1	26.76	27.56	28.39
QC	Building & Preventative Maintenance Worker	1	16.21	16.70	17.20
		2	18.78	19.34	19.92
		3	21.35	21.99	22.65
		4	22.64	23.32	24.02
		5	23.92	24.64	25.38
		6	25.73	26.50	27.30
RC	Training & Service Advisor	1	23.23	23.93	24.65
	Application Developer	2	24.54	25.28	26.04
	Database Administrator	3	25.84	26.62	27.42
	Network Administrator	4	27.51	27.96	28.80
	Technology Centre Operator	5	28.45	29.30	30.18
	Foreman – Technology Centre Operator	6	29.76	30.65	31.57
RC	Technical Sales Consultant	1	23.23	23.93	24.65
		2	24.54	25.28	26.04
		3	25.84	26.62	27.42
		4	27.15	27.96	28.80
		5	28.45	29.30	30.18
		6	29.76	30.65	31.57
SC	Marketing Representative	1	16.21	16.70	17.20
		2	18.78	19.34	19.92
		3	21.35	21.99	22.65
		4	22.64	23.32	24.02
		5	23.92	24.64	25.38
		6	25.73	26.50	27.30

TC	Internet Help Desk Technician	1	18.55	19.11	19.68
		2	20.04	20.64	21.26
		3	21.69	22.34	23.01
		4	23.40	24.10	24.82
UC	GIS Draftsperson	1	16.86	17.37	17.89
		2	19.53	20.12	20.72
		3	22.20	22.87	23.56
		4	23.55	24.26	24.99
		5	24.88	25.63	26.40
		6	26.40	27.19	28.01
VC	Network Engineering Specialist Outside Plant Engineering Specialist Senior Application Developer Senior Database Administrator Senior Network Administrator	1	28.32	29.17	30.05
		2	29.89	30.79	31.71
		3	31.68	32.63	33.61
		4	33.58	34.59	35.63
		5	34.02	35.04	36.09
WC	Outside Plant Eng. Contract Inspector	1	29.89	30.79	31.71
		2	31.68	32.63	33.61
		3	33.58	34.59	35.63
		4	34.02	35.04	36.09
XC	Network Engineering Associate Outside Plant Engineering Associate	1	27.49	28.31	29.16
		2	29.05	29.92	30.82
		3	29.92	30.82	31.74
		4	30.82	31.74	32.69
		5	31.75	32.70	33.68
YC	Repair Shop Technician (rate 92% of AC Pay Scale)	1	24.10	24.82	25.56
ZC	Specialist Building Industry Consultant	1	31.84	32.80	33.78
		2	33.76	34.77	35.81
		3	34.03	35.05	36.10

2008 wage rates are dependent upon CPI index values on October 2007.

LETTER OF UNDERSTANDING

BETWEEN:

TBAYTEL

(Hereinafter referred to as the "Corporation")

AND:

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

(Hereinafter referred to as the "Union")

RE: PAY EQUITY / JOB EVALUATION

The Union and the Corporation shall enter into an internal Pay Equity Plan which will be designed to evaluate all positions within Thunder Bay Telephone. Those positions which are presently valued higher than the job evaluation plan indicates will be pink circled (shall receive ½ of the negotiated wage increases until the desired wage rate is reached), those positions which are presently undervalued will receive increases over an agreed to period of time. Thunder Bay Telephone and Local 339 with the assistance of an agreed to consultant, must agree on the **job** evaluation plan to be used as well as a Terms of Reference. The evaluation committee will be made up of an equal number of Union and Management employees. The committee shall receive the recommended training to administer the plan, training and time for all meetings shall be paid by the Corporation. Once the evaluation plan has been chosen, the results shall be binding on all employees.

SIGNED IN THUNDER BAY, ONTARIO THIS _____ DAY OF _____, 20__.

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

TBAYTEL

(Hereinafter referred to as the "Corporation")

AND:

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

(Hereinafter referred to as the "Union")

RE: Union Mana _____ Committee

A Joint Relations and Workload committee shall be established for the purpose of discussing matters of concern to either party, including workload, and to make recommendations regarding these matters. The committee shall be composed of three (3) members from TBayTel management and three (3) members of the IBEW Local 339.

The chairmanship shall be rotated at each meeting. The committee shall meet as required but at least four (4) times during the calendar year. Minutes regarding matters discussed and recommended actions to be taken shall be kept and approved by both parties.

SIGNED IN THUNDER BAY, ONTARIO THIS _____ DAY OF _____, 20__.

FOR THE CORPORATION

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

TBAYTEL

(Hereinafter referred to as the "Corporation")

AND:

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

(Hereinafter referred to as the "Union")

§ Shift Work § Standby

The regular hours of work for those employees in the following classifications shall be eight (8) hours per day Monday through Friday between the hours of 8:00 a.m. and 8:00 p.m. for a total of forty (40) hours per week, inclusive of a twenty (20) minute paid meal period, with two (2) consecutive days off except during shift turnaround. For those employees scheduled on extended hours for Tuesday through Saturday, the tour of duty shall be preceded by three (3) consecutive days off. Consideration will be given to shift assignment for those work assignments requiring daylight for safe work performance. The maximum number of employees required to work these shifts is as follows. :

April 2005 to April 2007

Cable Splicers	2
Business Installation Techs	2
Installation Repair Techs	6
*Broadband 1 (provided the compliment is 8)	
*Network Operations	2

April 2007 to April 2008

Cable Splicers	1
Business Installation Techs	1
Installation Repair Techs	6
*Broadband 1 (provided the compliment is 8)	
*Network Operations	2

April 2008 to April 2009

Cable Splicers	1
Business Installation Techs	1
Installation Repair Techs	4

*Broadband 1 (provided the compliment is 8)
*Network Operations 2

*shifts as per clause 9.01 apply

With the exception of those staff who volunteer for additional Saturday Shifts the Corporation agrees to limit the scheduling of individuals as follows:

Cable Splicers	1 shift every 8 weeks
Business Installation	1 shift every 8 weeks
InstallationTechs	1 shift every 4 weeks
Network Operations	1 shift every 6 weeks
Broadband	1 shift every 6 weeks

The above shifts shall be rotated equally between **all** qualified employees in each section. Individuals employed in the above sections prior to the ratification of this agreement who are assigned to work Saturday as part of their regular shift, shall receive a three dollar (\$3.00) differential for the Saturday and a fifty cents (\$.50) shift differential for the 12:00 p.m. until 8:00 p.m. Monday through Friday shift.

SIGNED IN THUNDER BAY, ONTARIO THIS _____ DAY OF _____, 20__.

FOR THE CORPORATION

FOR THE UNION

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