

**AGREEMENT**

**BETWEEN**

**TBAYTEL**

**AND**

**LOCAL UNION 339**

**THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

**(OFFICE UNIT)**

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

04015(10)

## INDEX

|   | <u>ARTICLE NO.</u> | <u>PAGE NO.</u> |
|---|--------------------|-----------------|
| <u>Arbitration</u>  | XVIII              | 30              |
| <u>Composition of Board</u>   |                    | 30              |
| <u>Decision of the Board</u>  |                    | 30              |
| <u>Expenses of Board</u>  |                    | 31              |
| <u>Failure to Appoint Chairperson</u>                               |                    | 30              |
| <br>  |                    |                 |
| <u>Automation &amp; Technological Change</u>                        | XXIX               | 39              |
| <br>  |                    |                 |
| <u>Benefits</u>   | XXIII              | 35              |
| <u>Dental Plan</u>  |                    | 35              |
| <u>Extended Health Care</u>   |                    | 35              |
| <u>Group Life Insurance</u>   | XXIV               | 36              |
| <u>O.M.E.R.S.</u>   |                    | 36              |
| <u>Retiree Benefits</u>   | XII                | 22              |
| <u>Semi-Private Coverage</u>  |                    | 35              |
| <u>Temporary Employees</u>  | VI                 | 4               |
| <u>Vision Care</u>  | XXIII              | 35              |
| <br>  |                    |                 |
| <u>Bereavement Leave</u>  | XXII               | 32              |
| <br>  |                    |                 |
| <u>Classification &amp; Wane Progression Schedule</u>               | XXX                | 39              |
| <u>Higher Classification Pay</u>                                    |                    | 39              |
| <u>Inter-Section Transfers</u>                                      |                    | 40              |
| <u>New Positions</u>  |                    | 39              |
| <br>  |                    |                 |
| <u>Classifications &amp; Salary Ranges</u>                          |                    | 46              |
| <br>  |                    |                 |
| <u>Dismissal</u>  | XIX                | 31              |
| <br>  |                    |                 |
| <u>Employee Categories</u>  | VI                 | 4               |
| <u>Probationary</u>   |                    | 6               |
| <u>Full-Time</u>  |                    | 6               |
| <u>Student</u>  |                    | 6               |
| <u>Student Trainee</u>  |                    | 6               |
| <u>Temporary</u>  |                    | 4               |
| <u>Part-Time</u>  |                    | 7               |
| <br>  |                    |                 |
| <u>Employees on Workplace Safety and Insurance<br/>Board Claims</u> | XXV                | 36              |
| <br>  |                    |                 |
| <u>Grievance Procedure</u>  | XVII               | 27              |
| <u>Arbitration</u>  | XVIII              | 29              |
| <u>Process Grievances - Union Officers/Stewards</u>                 | XVII               | 29              |
| <u>Time Limits</u>  | XVII               | 29              |
| <u>Union Policy</u>   |                    | 29              |
| <br>  |                    |                 |
| <u>Group Life Insurance</u>   | XXIV               | 36              |

## INDEX

|  | <u>ARTICLE NO.</u> | <u>PAGE NO.</u> |
|--|--------------------|-----------------|
| <u>Health &amp; Pension Plans</u>  | XXIII              | 35              |
| <u>Dental Plan</u>   |                    | 35              |
| <u>Extended Health Care</u>  |                    | 35              |
| <u>Group Life Insurance</u>  | XXIV               | 36              |
| <u>O.M.E.R.S.</u>  |                    | 36              |
| <u>Retiree Benefits</u>  | XII                | 22              |
| <u>Semi-Private Coverage</u>   |                    | 35              |
| <u>Temporary Employees</u>   | VI                 | 4               |
| <u>Vision Care</u>   |                    | 35              |
| <br>   |                    |                 |
| <u>Hours of Work</u>   | VIII               | 10              |
| <u>Business &amp; Consumer Markets Staff &amp; Part</u>                              |                    | 11              |
| <u>Time Accounting Clerk</u>   |                    |                 |
| <u>Existing Full Time Office Staff</u>   |                    | 10              |
| <u>Lunch Period</u>  |                    | 12              |
| <u>Operator Services</u>   |                    | 11              |
| <br>   |                    |                 |
| <u>Job Security</u>  | XXVIII             | 38              |
| <br>   |                    |                 |
| <u>Jury &amp; Witness Duty</u>   | XXII               | 34              |
| <br>   |                    |                 |
| <u>Layoff and Recalls</u>  | XVI                | 26              |
| <br>   |                    |                 |
| <u>Leave of Absence</u>  | XXII               | 33              |
| <br>   |                    |                 |
| <u>Leave of Absence, Bereavement Leave &amp; Jury &amp; Witness Duty</u>             | XXII               | 32              |
| <u>Bereavement Leave</u>   |                    | 33              |
| <u>Conference/Convention Leave</u>   |                    | 34              |
| <u>Jury/Witness Duty</u>   |                    | 34              |
| <u>Maternity Leave</u>   | XXVII              | 38              |
| <u>Pallbearer Leave</u>  | XXII               | 33              |
| <u>Union Leave</u>   |                    | 34              |
| <u>Union Position Leave</u>  |                    | 34              |
| <br>   |                    |                 |
| <u>Letter of Understanding – Pay Equity</u>  |                    | 43              |
| <u>Letter of Understanding – Extended Work Hours/Existing Consumer Markets Staff</u> |                    | 44              |
| <br>   |                    |                 |
| <u>Management Grievances</u>   | XX                 | 32              |
| <br>   |                    |                 |
| <u>Management Rights</u>   | V                  | 3               |
| <br>   |                    |                 |
| <u>Maternity Leave</u>   | XXVII              | 38              |
| <br>   |                    |                 |
| <u>Meal Allowance</u>  | IX                 | 13              |

## INDEX

|   | <u>ARTICLE NO.</u> | <u>PAGE NO.</u> |
|---|--------------------|-----------------|
| <u>Meal Break</u>                         |                    | 12              |
| <u>Membership</u>                         | II                 | 1               |
| <u>Negotiating Committee</u>              | XXXII              | 40              |
| <u>Non-Discrimination</u>                 | IV                 | 2               |
| <u>Overtime and Emergency Work</u>        | IX                 | 13              |
| <u>Banking of Overtime</u>                |                    | 13              |
| <u>Call-Out</u>                           |                    | 13              |
| <u>Meal Allowance</u>                     |                    | 13              |
| <u>Meal Break</u>                         |                    | 12              |
| <u>Rate for Overtime Worked</u>           |                    | 13              |
| <u>Paid Holidays</u>                      | X                  | 14              |
| <u>Entitlement for Holiday Pay</u>        |                    |                 |
| - Full-Time and Temporary Employees       |                    | 14              |
| <u>Entitlement for Holiday Pay</u>        |                    |                 |
| - Student Trainees/Students               |                    | 16              |
| <u>Payment of Wages</u>                   | XIII               | 22              |
| <u>Pension Plan</u>                       | XXIII              | 36              |
| <u>Plural or Feminine Terms May Apply</u> | XXXI               | 40              |
| <u>Posting of Vacancies</u>               | XV                 | 23              |
| <u>Filling of Vacancies</u>               |                    | 24              |
| <u>Prevention of Accidents</u>            | XIV                | 23              |
| <u>Filling of Vacancies</u>               |                    | 23              |
| <u>Provision of First Aid</u>             |                    | 23              |
| <u>Probationary Period</u>                | VII                | 10              |
| <u>All Employees</u>                      |                    | 10              |
| <u>Progression Routine</u>                | XXVI               | 35              |
| <u>Promotion &amp; Seniority</u>          | XV                 | 23              |
| <u>Accumulation of Seniority</u>          |                    | 24              |
| <u>Filling Vacancies</u>                  |                    | 24              |
| <u>Posting of Vacancies</u>               |                    | 23              |
| <u>Termination of Seniority</u>           |                    | 24              |
| <u>Recognition</u>                        | I                  | 1               |

## INDEX

|   | <u>ARTICLE NO.</u> | <u>PAGE NO.</u> |
|---|--------------------|-----------------|
| <u>Retiree Benefits</u>   | XII                | 22              |
| <u>Safety</u>   | XIV                | 23              |
| <u>Salary Schedules</u>   |                    | 46              |
| <u>Seniority</u>  | XV                 | 23              |
| <u>Accumulation</u>   |                    | 24              |
| <u>Termination</u>  |                    | 24              |
| <u>Severance Pay</u>  | XXXIV              | 41              |
| <u>Short Term/Long Term Disability Insurance</u>                    | XII                | 19              |
| <u>Sick Leave</u>   | XII                | 19              |
| <u>Accumulated Sick Leave</u>                                       |                    | 19              |
| <u>Casual Sick Leave Days</u>                                       |                    | 20              |
| <u>Pay-Out</u>  |                    | 20              |
| <u>Pre-Retirement Leave</u>   |                    | 21              |
| <u>Proof of Illness</u>   |                    | 20              |
| <u>STD/LTD</u>  |                    | 19              |
| <u>Vested Sick Leave</u>  |                    | 20              |
| <u>Strikes &amp; Lockouts</u>                                       | XXI                | 32              |
| <u>Suspension or Dismissal</u>                                      | XIX                | 31              |
| <u>Access to Personnel File</u>                                     |                    | 31              |
| <u>Termination</u>  | XXXV               | 42              |
| <u>Travel Allowance</u>   | XXXIII             | 41              |
| <u>Union Check-Off</u>  | III                | 2               |
| <u>Vacations With Pay</u>   | XI                 | 17              |
| <u>Extra Weeks Vacation</u>   |                    | 18              |
| <u>Holidays Falling During Employee's</u><br><u>Vacation Period</u> |                    | 18              |
| <u>Leave During Vacation</u>  |                    | 19              |
| <u>Temporary Employees</u>  |                    | 18              |
| <u>Terminated Employees - Less than one Year</u>                    |                    | 19              |
| <u>Terminated Employees - More than one Year</u>                    |                    | 19              |
| <u>Vacation Period</u>  |                    | 17              |
| <u>Vacation Schedules</u>   |                    | 18              |
| <u>Workplace Safety and Insurance Board</u>                         | XXV                | 34              |

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 (OFFICE UNIT)

hereinafter referred to as the "Union"  
OF THE SECOND PART

### **Article I - Recognition**

1.01 The Corporation recognizes Local Union 339, IBEW as the sole and exclusive bargaining agent of employees in the Office Unit 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 XXXI.

### **Article II - Membership**

2.01 The parties hereto agree that all employees in the Office Unit of the Corporation occupying the positions set forth in Schedule "A" attached hereto, and forming part of this Agreement shall be and remain members of the Union in good standing and 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 her 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 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 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 she 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.

**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 XXIII and XXIV and Sick Leave benefits as per Article XII. 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, to fill a newly created temporary position known to exceed three (3) months, or relieving a full time employee who is training.

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 XV, Clause 15.01, and filled as per Article XV, Clause 15.02, 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 one hundred and thirty (130) accumulated work days of employment 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 not have access to the grievance procedure.

Students shall not be entitled to any Health and Pension benefits as per Articles XXIII and XXIV and Sick Leave benefits as per Article XII. 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 permanent full-time positions of a continuing nature.

6.05 **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 Trainee" classification shall be assigned to a section that has regular full-time employees laid-off. There shall be no regular 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 XXIII and XXIV and Sick Leave benefits as per Article XII. Vacation Pay shall be paid as per the Canada Labour Code.

6.06

**Part-Time 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-two (42) hours in biweekly pay period. Part-time employees who work in excess of forty-two (42) hours in a bi-weekly pay period will be paid overtime as per Clause 9.01 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.

The following number of part time employees will be utilized in Business & Consumer markets:

2005 – 13

2006 – 12

2007 – 11

2008 to April 2009 – 11

two (2) part-time employee will be utilized in the Finance and Administration section (mail sorting and inserting area).

These employees will work flexible hours, but within the parameters defined in Article 8.02 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 XXIII and XXIV and Sick Leave benefits as per Article XII. 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 XXVI 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.

Full time and temporary employees who have completed their probationary period and who choose to revert to a part-time classification they are working in, do not have to go through the probationary period and shall receive the ten percent (10%) in lieu of benefits, immediately upon transferring into the new position. Full-time employees will carry over their

seniority and will continue to accrue seniority based on regular hours worked.

Should a layoff occur that ultimately impacts the part-time employees, layoffs will be in accordance with Clause 16.01 (b).

### **Part-time Operators**

Part-time employees in the Operator Services Section shall not be required to work more than forty-eight (**48**) hours in a biweekly period. Part-time employees in the Operator Services Section who work more than forty-eight (48) hours in a biweekly pay period will be paid overtime as per Article 9.01, except when the part-time employee is working vacation relief, relieving a full-time employee on an approved leave of absence of less than six (6) months, relieving a full-time employee absent due to WSIB, STD or LTD, or relieving a full-time employee who is training.

Collectively, part-time employees in Operator Services will be allowed to work a maximum of eighteen (18), eight (8 hour) shifts in any biweekly pay period. (NOTE: shifts worked as vacation relief, relieving a full-time employee on an approved leave of absence of less than six (6) months, relieving a full-time employee absent due to WSIB, STD or LTD, or relieving a full-time employee who is training will not be included in the calculation of the total number of shifts worked per pay period by part-time employees in the Operator Services section.)

For part-time employees in the operator service section, one (1) year of seniority will be equivalent to two thousand and eighty (2080) regular hours worked.

Full-time employees will be given first consideration for training on new procedures and new duties in a department.

- (b) Full-time employees will be given first consideration for training on new procedures and new duties in a department.

### **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 **Existing Full Time Office Staff**

The regular hours of work for regular full-time Office staff hired prior to the signing off this agreement shall be Monday through Friday. The hours of work shall be seven (7) consecutive hours per day between the hours of 8:00 a.m. and 5:00 p.m. inclusive of a one (1) hour lunch.

Should a change in work location be required during a tour of duty or short term transfer, the Corporation shall absorb time involved in transportation thereby allowing the employee a full meal period.

All employees upon request may be allowed changes of hours during any tour of duty if they are agreed to by the two (2) employees concerned, and subject to the employee's supervisor.

The hours of work shall average thirty-five (35) hours per week, for pay purposes.

8.02 **Business & Consumer Markets Staff & Part Time Accountinn Clerk**

The regular hours of work for existing Part Time or New employees hired or transferring after the signing of this agreement shall be Monday through Friday, seven (7) consecutive hours per day between the hours of 8:00 a.m. and 8:00 p.m., 9:00 a.m. to 6 p.m. Saturday inclusive of a one (1) hour unpaid meal break.

The hours of work shall average thirty-five (35) hours per week for pay purposes.

The corporation shall give two (2) weeks notice regarding any change in shift assignment

A shift differential of seventy-five cents (\$0.75) shall apply to all hours worked between 5:00 p.m. and 8:00 p.m. Monday to Friday



Shifts other than outlined in 8.01 will be rotated equally amongst qualified employees.

An "In Charge" rate shall be assigned to an employee in Business & Consumer Markets Monday to Friday between the hours of 5:00pm and 8:00 pm and Saturday, in instances where a Senior Customer Service Representative or other Manager is not on duty.

Until amalgamation of Cellular and Customer Service an "In-Charge" rate shall be assigned to an employee in each area.

8.03 **Operator Services**

The hours of work for Operator Services shall be seven (7) days per week, twenty-four (24) hours per day, consisting of eight (8) hour shifts inclusive of a twenty (20) minute paid meal break to be taken at the work location. The scheduling of the shifts will be as determined from time to time by Management, in consultation with the Union. A shift differential of seventy-five (~~\$0.75~~) per hour will be paid to all shift workers for hours worked between the hours of 4:00 p.m. to 8:00 a.m. A shift differential will be paid in addition to the regular rates only and will not apply when premium rates are paid. The shift differential will be paid on the day shift on Sundays.

An Operator Services in-charge rate will apply for hours worked between the hours of 4:00 p.m. to 8:00 p.m., and all day on Saturdays, Sundays and Statutory Holidays.

8.04 The Corporation will establish a one (1) hour unpaid meal break which will commence no earlier than two and one-half (2.5) hours after the start of a shift, and no later than five (5) hours after the start of a shift.

If an employee is unable to commence her break at the specified time due to service requirements, her break will commence at completion of service and will be extended accordingly so that the one (1) hour period is provided.

If the Corporation requires that an employee must forego any portion of the one (1) hour break, the employee shall be paid at the rate of double time (2x) for break time not taken.

### **Article IX - Overtime and Emergency Work**

- 9.01 All overtime shall be paid for at the rate of double time (2x).
- 9.02 Any employee called out after her regular working hours shall be paid a minimum of two (2) hours at the prevailing rate applicable at the time of call-out.
- 9.03 (a) If a meal is eaten at work station, twenty (20) paid minutes will be allowed;
- (b) If a meal is eaten away from work station, all lost time, including transportation, will be absorbed by the employee;  
Reimbursement for meals will be within five (5) work days excluding Saturdays, Sundays and Paid Holidays;
- (c) If a meal break cannot be provided, premium pay will be paid for such time worked, for at least one-half (1/2) hour.

A meal allowance 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.

- 9.04 (a) Overtime shall commence upon direct or indirect instruction of supervisor.

- (b) All overtime shall be distributed equally among all available qualified employees within the section prior to overtime being offered to temporary employees. A refusal or unavailability to work overtime will be equivalent to overtime work for distribution purposes.

9.05 **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 have such time off 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) Time off will be taken in a minimum of one (1) hour blocks.
- (7) 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 X - Paid Holidays**

10.01 The following twelve (12) 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<br>Floating Holiday |
| Canada Day  | Christmas Day                          |
| Civic Holiday   | Boxing Day                             |
| Thursday immediately before Good Friday or Easter Monday or<br>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.

10.02 Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours she 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. Pay for work performed on a Paid holiday shall be paid at the rate of double time (2x).

10.03 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 she is on authorized paid or unpaid leave. Except 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.

10.04 (1) The following conditions will determine whether or not student trainee, part-time and/or students 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<br>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 Floating<br>Holiday |  |

- (3) In order to be entitled to payment for a paid holiday, an employee must have:
1. worked at least fifteen days in the preceding thirty 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 days during the thirty calendar days immediately preceding a paid holiday, is entitled to be paid 1/20th of the wages she has earned during the thirty calendar days immediately preceding that paid holiday (in accordance with the Canada Labour Code).

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

### **Article XI - Vacations with Pay**

11.01 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.

11.02 Wherever possible, employees will be granted vacations during the period May 1st to 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 providing that the granting of such vacation does not unreasonably interfere with the efficient operation of the Department. Vacation choices between December 1st and January 31st in any vacation year shall be requested no later than November 1st.

Each year, Vacation Schedules will be posted by the first working day in February and employees shall indicate their preference of vacations by May 1st based on bargaining unit seniority. The completed schedule shall be posted by May 31st. 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.

However, an employee may forego scheduling requirements as described above for up to a maximum of five (5) vacation days. These days will be taken at a time agreed upon between the employee and her supervisor.

11.03 If an employee is granted her annual vacation during the period December 1st and April 30th, she will be granted one (1) extra week of vacation with

pay provided that she takes all of her allotted vacation inclusive of the extra weeks vacation all at one time. 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.

**11.04** Where a paid holiday falls within the vacation period, employees shall be granted another day off at a time agreed upon with Management.

**11.05** For vacation purposes, a week's pay shall be based on the employee's rate for her regular occupation times the number of hours per week scheduled for that occupation.

Temporary employees who receive four percent (4%) vacation pay each payday may be eligible for vacation time off if their employment exceeds one (1) 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.

b) Vacation Grants in each section shall be made according the entitlement ratios as set out in Addendum A.

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

4% if she is eligible for 2 weeks vacation;

6% if she is eligible for 3 weeks vacation;

8% if she is eligible for 4 weeks vacation;



- 11.07 No employee, who is eligible for vacations with pay, shall be requested or required to forfeit her vacation with pay and be paid for same except in case of system emergency.
- 11.08 If an employee qualifies for approved leave with pay during her 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. Deferral of leave limited to approved Sick Leave or Bereavement Leave.

#### **Article XII - Sick Leave with Pay**

- 12.01 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 dependents 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 employees, six **(6)** non-cumulative casual sick days on January 1<sup>st</sup> 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.

12.02 An employee, leaving after five (5) years or more of continuous service, or her 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.

12.03 Every employee claiming sick pay under the terms of Clause 12.01 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 her absence during such period resulted from 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 her 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 her 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.

12.04 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 she will be absent due to illness.

12.05 Every employee who is sick and unable to report for duty shall, whenever possible, advise their Supervisor or designate prior to the time they would normally report for duty, in order to permit staff arrangements.

12.06 **Pre-Retirement leave**

An employee may use her sick leave credits accumulated prior to December 31, 1982, along with her vacation and Paid Holiday Credits, to leave work immediately prior to her 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 her 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.

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.

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 she had intended to retire.

An employee who retires after April 25, 1988, and as per the conditions outlined in Article XII, Clause 12.06, will receive semi-private and EHC benefits, premiums one hundred percent (100%) paid, from the date of retirement until the date Ontario legislation provides prescription coverage to age 65.

### **Article XIII - Payment of Wages**

13.01 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 XIV - Prevention of Accidents**

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

14.02 First Aid Kits shall be made available when and where deemed necessary.

14.03 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 Division Manager so as to fit in with the work program. All minutes arising from the Health and Safety Committees shall be sent to the Union.

14.04 Full Time, Part Time and Temporary employees who have passed the probationary period and are required to wear "Green Patch" safety shoes shall be reimbursed in an amount equal to sixty-five dollars (\$65.00) or seventy-five percent (**75%**) of the cost of the shoes, which ever is greater to be replaced twice per year, once for the summer and once for the winter. Failure to wear safety shoes will result in disciplinary action.

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

## **Article XV - Promotion and Seniority**

15.01 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 (Office Unit) will be given preference on Craft Unit positions over applicants from outside either bargaining unit, provided the applicant Office Unit member meets all the competitive criteria as outline in Clause 19.02 of the Craft Agreement.

15.02 When filling vacancies or making promotions, selections will be based on a balanced assessment (which may include but is not limited to testing, reference checks and interviews), encompassing an employee's skill, competency, efficiency, reliability (attendance), experience, knowledge, and education. Where these factors are relatively equal, seniority shall govern.

15.03 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 Office bargaining unit with no break in membership.

15.04 Seniority shall terminate and an employee shall cease to be employed by the Corporation when she:

- (a) voluntarily quits her 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,
- (9)** accepts gainful employment while on leave of absence without first obtaining the consent of the Corporation in writing.

15.05 During the first twenty-five (25) working days of the probationary period, employees appointed to positions under Article XV, Clause 15.02 may return, or be returned, to her 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.

15.06 In the event that an employee covered by this Agreement should be transferred or promoted to a temporary Non-union position which is beyond the scope of this Agreement, and is later placed in a position within the scope of this Agreement, she shall retain the seniority previously acquired.

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 XVI - Layoff I calls**

16.01 (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,
3. a 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.
- (9) Notwithstanding 16.01 b) the number of part time employees in relation to the full time compliment will be maintained at 25%.

#### **Article XVII - Grievance Procedure**

17.01 No grievance shall be considered where the circumstances giving rise to it occurred or originated more that 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.

Should either party fail to meet the time lines outlined in this Article, without agreement from the other party, the grievance shall automatically progress to the next step of the grievance procedure.



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

**Step No. 1**

The aggrieved employee shall present her grievance orally or in writing to his Manager. She shall have the assistance of a representative of the Union. At the request of either party, the VP – Human Resources or his designate shall assist at any proceeding of the grievance at this step. The Manager 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 V.P., who shall consider it in the presence of the persons presenting same and the Manager, and render his decision in writing five (5) working days following the hearing of the grievance to him. At the request of either party, the VP – 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 VP – 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 Chief Executive Officer and such persons as Management may desire, to consider the grievance. The Chief Executive Officer will render his decision in writing within ten (10) working days following such meeting.

- 17.02 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 XVIII below at any time within fifteen (15) calendar days after the decision is given under Step No. 4. If no such written request for Arbitration is received within the time limits, then it shall be deemed to have been abandoned.
- 17.03 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.
- 17.04 The time limits fixed in the grievance procedure may be extended with the consent of the parties of this Agreement.

17.05 Union officers or stewards will be allowed to process grievances on Corporation time with no loss of pay to the extent outlined in Article XVII, Clause 17.01.

### **Article XVIII - Arbitration**

18.01 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 XVII 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.

18.02 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.

18.03 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 18.02 above, the Federal Minister of Labour will be asked to nominate a person to act as Chairman.

18.04 A Single Arbitrator will be chosen in accordance with the Canada Labour Code.

18.05 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.

18.06 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.

- 18.07 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 XIX - Suspension or Dismissal**

- 19.01 A claim by an employee who has completed the probationary period that she 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 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 will be entitled to have a Shop Steward in attendance when being advised of disciplinary action or dismissal. The Corporation agrees to inform the employee involved of this right.

- 19.02 An employee shall have access to her 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.

- 19.03 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 XX - Management i**

20.01 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 XVIII at any time within fifteen **(15)** calendar days thereafter but not later.

**Article XXI - Strikes and Lockouts**

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

21.02 "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.

21.03 "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.

**ti XXII · Leave of Absence, Bereavement Leave and Mourning & Witness Duty**

22.01 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; except in cases of emergency in which case a reply will be given as soon as possible.

22.02 Employees will be allowed three (3) consecutive full working 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 Father or Mother
- Children
- 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 travelling time when the employee attends a funeral service which takes place outside of the District of Thunder Bay.

22.03 When an employee is called upon to act as a Pallbearer or is required to perform an official function, she shall be granted twice in each year at her

discretion, up to one (1) day's leave from duty without loss of pay on the day of the funeral. If the funeral is not on a regularly scheduled day of work for the employee, the employee will not be paid for the funeral leave.

22.04 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 President and CEO 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 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.

22.05 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.

22.06 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.

**At XXIII - Health and Pension Plans**

23.01 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 \$10 - \$20 deductible, or equivalent, (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.

23.02 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering the benefits of a Dental Plan No. 9, or equivalent, (effective on the first day of the seventh continuous month of employment).

The Corporation will provide the previous year's O.D.A. schedule for members of the Union in the Dental Plan.

23.03 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) per person each two (2) calendar years, (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.

23.04 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.

The Corporation agrees to provide a Supplementary Pension, Type 1, payable in full at sixty-five (65) years of age, through the Ontario Municipal Employees Retirement System and inclusive of previous pension plans to equal to two percent (2%) of the employee's highest average sixty (60) consecutive months' earnings multiplied by her years of credited service at retirement (to a maximum of thirty-five (35) years of service) less the OMERS Integration Factor when a member is eligible for a pension under the Canada Pension Plan.

23.05 All employees, as a condition of employment, shall participate in the above plans and in Article XXIV, 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 XXIV - Group Life Insurance**

24.01 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 XXV - Employees on Workplace Safety and Insurance Claims (WSIB)**

25.01 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 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 the normal net pay.

## **Article XXVI - Progression Routine**

26.01 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 competent progress, her 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, her progress and general Performance shall be reviewed. If her progress and general performance are then found to be competent, she shall be granted routine progression; if her progress and general performance are not found to be competent, she shall either be transferred or dismissed. If at the time of the review just mentioned, her progress and general performance were found to be competent, and if six (6) months after the review her performance has continued to be competent, the employee may be granted the next step in progression thus re-establishing her original progression status.

26.02 Employees may have a Shop Steward in attendance when under going a formal performance evaluation by their Supervisor or designate. The Corporation agrees to inform the employee involved of this right.

## **Article XXVII - Maternity Leave**

27.01 Maternity and Parental Leave shall be granted as per Division VII of the Canada Labour Code, R.S.C. 1970 and any amendments thereto.

27.02 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 XXVIII - Job Security**

28.01.1 Whenever it becomes necessary for the Corporation to contract out work regularly preformed by the employees covered by this Agreement, such contracting out shall not result in the layoff of regular full-time employees covered by this Agreement.

28.02 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 XXIX - Automation and Technological Change**

29.01 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 XVI relative to seniority and qualifications.

29.02 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.

**Article XXX - Classification and Wage Progression Schedule**

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

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

30.03 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.

30.04 On transfers upwards or lateral including transfers to the Craft Bargaining Unit, the employee's rate of pay will be the next highest rate on the new wage scale. If the employee is not fully qualified for the position she will maintain the current rate of pay until evaluation indicates progression. The first evaluation will be carried out at three months. 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.

In the event that an employee's rate of pay is below the bottom of the new scale the employee's rate of pay will be at the first step of the new scale.

30.05 An employee appointed by management as an instructor to teach formal training courses shall be paid at the rate of 107% of the top rate in their classification while teaching such courses.

**Article XXXI - Plural or feminine Terms May Apply**

31.01 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine 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 Salary Ranges Schedules" forming part of this Agreement.

**Article XXXII - Negotiating Committee**

32.01 (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.

(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 XXXIII - Travel Allowance**

33.01 An employee required to travel outside the City of Thunder Bay, on behalf of the Corporation, 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.

The Corporation shall:

- (1) provide suitable ground transportation between the training centre 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.

**ti XXXIV - Severance ay**

34.01 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 XXXV - Termination**

35.01 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 of 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 ELECTRICAL WORKERS'  
(OFFICE UNIT)

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
BUSINESS MANAGER  
  
\_\_\_\_\_  
SECRETARY



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**TBAYTEL**

**(hereinafter referred to as the "Corporation")**

**AND:**

**LOCAL UNION 339, I.B.E.W. (Office)**

**(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 Union 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 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. (Office)**

(hereinafter referred to as the "Union")

**RE: EXTENDED WORK HOURS/EXISTING CONSUMER MARKETS  
STAFF**

---

**This letter shall be considered null & void at the end of this agreement.**

To a maximum the following number of regular full-time staff may be required to work seven (7) consecutive hours between the hours of 8:00 a.m. and 8:00 p.m. Monday through Friday, 9:00 a.m. through 6:00 p.m. Saturday with two (2) consecutive days off, inclusive of a one (1) hour unpaid lunch.

Customer Service 3

Cellular 1

The above shift shall be rotated equally between all employees.

A shift differential of seventy-five cents (\$0.75) shall apply to all hours worked between 5:00 p.m. and 8:00 p.m. Monday to Friday.

Employees scheduled to work Saturday shall receive a three dollar (\$3.00) per hour shift for hours worked between 9:00 a.m. and 6:00 p.m.

The hours of work shall average thirty five (35) hours per week for pay purposes.

An "In Charge" rate shall be assigned to an employee in Business & Consumer Markets Monday to Friday between the hours of 5:00 p.m. and 8:00 p.m. and Saturday, in instances where a Senior Customer Service Representative or other Manager is not on duty, within the applicable section.

Until amalgamation of Cellular and Customer Service an "In-Charge" rate shall be assigned to an employee in each area.

SIGNED IN THUNDER BAY, ONTARIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR THE CORPORATION**

**FOR THE UNION**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE "A"**

**2005-2008**

**CLASSIFICATIONS AND SALARY RANGES**

| <b>April 1,<br/>2005</b> |   |             |               |                  |               |
|--------------------------|---|-------------|---------------|------------------|---------------|
| <b>Pay Scale</b>         | <b>Classification</b>   | <b>Step</b> | <b>Annual</b> | <b>Bi-Weekly</b> | <b>Hourly</b> |
| <b>AO</b>                | Network Services Clerk,<br>Outside Plant Engineering Clerk 2  | 1           | \$ 31,831.80  | \$ 1,224.30      | \$ 17.49      |
|                          |   | 2           | \$ 35,107.80  | \$ 1,350.30      | \$ 19.29      |
|                          |   | 3           | \$ 38,838.80  | \$ 1,493.80      | \$ 21.34      |
| <b>BO</b>                | Security Clerk  | 1           | \$ 33,142.20  | \$ 1,274.70      | \$ 18.21      |
|                          |   | 2           | \$ 36,673.00  | \$ 1,410.50      | \$ 20.15      |
|                          |   | 3           | \$ 40,567.80  | \$ 1,560.30      | \$ 22.29      |
| <b>CO</b>                | Accounting Clerk,**<br>Business Sales Service Representative,<br>Carrier Service Representative,**<br>Customer Service Representative,<br>Mobility Service Representative | 1           | \$ 33,797.40  | \$ 1,299.90      | \$ 18.57      |
|                          |   | 2           | \$ 37,382.80  | \$ 1,437.80      | \$ 20.54      |
|                          |   | 3           | \$ 41,368.60  | \$ 1,591.10      | \$ 22.73      |
| <b>DO</b>                | Telephone Operator  | 1           | \$ 30,890.86  | \$ 1,188.11      | \$ 15.84      |
|                          |   | 2           | \$ 33,983.82  | \$ 1,307.07      | \$ 17.43      |
|                          |   | 3           | \$ 37,398.40  | \$ 1,438.40      | \$ 19.18      |
| <b>SU</b>                | Student   | 1           |               |                  | \$ 11.00      |
|                          |   | 2           |               |                  | \$ 12.00      |
|                          |   | 3           |               |                  | \$ 13.00      |
|                          |   | 4           |               |                  | \$ 14.00      |
| <b>FO</b>                | Customer Service Representative In-Charge (4% above Customer Service Representative rate or applicable Classification)  |             |               | \$ 1,654.80      | \$ 23.64      |
| <b>GO</b>                | Senior Customer Service Representative (7% above Customer Service Representative rate or applicable Classification)   |             |               | \$ 1,702.40      | \$ 24.32      |
|                          | Security Clerk In-Charge (4% above Security Clerk rate Or applicable Classification)  |             |               | \$ 1,622.60      | \$ 23.18      |
|                          | <b>Note: **</b> At ratification Nov. 8/05 moved to rate scale for Business & Consumer Markets Service Representative (CO) from Security Clerk rate scale (BO).            |             |               |                  |               |

**SCHEDULE "A"**

**2005-2008**

**CLASSIFICATIONS AND SALARY RANGES**

| <b>April 1,<br/>2006</b> |   |             |               |                  |               |
|--------------------------|---|-------------|---------------|------------------|---------------|
| <b>Pay Scale</b>         | <b>Classification</b>   | <b>Step</b> | <b>Annual</b> | <b>Bi-Weekly</b> | <b>Hourly</b> |
| <b>AO</b>                | Network Services Clerk,<br>Outside Plant Engineering Clerk 2  | 1           | \$ 32,778.20  | \$ 1,260.70      | \$ 18.01      |
|                          |   | 2           | \$ 36,163.40  | \$ 1,390.90      | \$ 19.87      |
|                          |   | 3           | \$ 40,003.60  | \$ 1,538.60      | \$ 21.98      |
| <b>BO</b>                | Security Clerk  | 1           | \$ 34,143.20  | \$ 1,313.20      | \$ 18.76      |
|                          |   | 2           | \$ 37,765.00  | \$ 1,452.50      | \$ 20.75      |
|                          |   | 3           | \$ 41,787.20  | \$ 1,607.20      | \$ 22.96      |
| <b>CO</b>                | Accounting Clerk,**<br>Business Sales Service Representative,<br>Carrier Service Representative,**<br>Customer Service Representative,<br>Mobility Service Representative | 1           | \$ 34,816.60  | \$ 1,339.10      | \$ 19.13      |
|                          |   | 2           | \$ 38,511.20  | \$ 1,481.20      | \$ 21.16      |
|                          |   | 3           | \$ 42,606.20  | \$ 1,638.70      | \$ 23.41      |
| <b>DO</b>                | Telephone Operator  | 1           | \$ 31,824.00  | \$ 1,224.00      | \$ 16.32      |
|                          |   | 2           | \$ 35,002.50  | \$ 1,346.25      | \$ 17.95      |
|                          |   | 3           | \$ 38,532.00  | \$ 1,482.00      | \$ 19.76      |
| <b>SU</b>                | Student   | 1           |               |                  | \$ 11.00      |
|                          |   | 2           |               |                  | \$ 12.00      |
|                          |   | 3           |               |                  | \$ 13.00      |
|                          |   | 4           |               |                  | \$ 14.00      |
| <b>FO</b>                | Customer Service Representative In-Charge (4% above Customer Service Representative rate or applicable Classification)  |             |               | \$ 1,704.50      | \$ 25.08      |
| <b>GO</b>                | Senior Customer Service Representative (7% above Customer Service Representative rate or applicable Classification)   |             |               | \$ 1,753.50      | \$ 25.80      |
|                          | Security Clerk In-Charge (4% above Security Clerk rate Or-applicable Classification)  |             |               | \$ 1,671.60      | \$ 24.60      |
|                          | <b>Note: **</b> At ratification Nov. 8/05 moved to rate scale for Business & Consumer Markets Service Representative (CO) from Security Clerk rate scale (BO).            |             |               |                  |               |

**SCHEDULE "A"**

**2005-2008**

**CLASSIFICATIONS AND SALARY RANGES**

| <b>April 1,<br/>2007</b> |   |             |               |                  |               |
|--------------------------|---|-------------|---------------|------------------|---------------|
| <b>Pay Scale</b>         | <b>Classification</b>   | <b>Step</b> | <b>Annual</b> | <b>Bi-Weekly</b> | <b>Hourly</b> |
| <b>AO</b>                | Network Services Clerk,<br>Outside Plant Engineering Clerk 2  | 1           | \$ 33,761.00  | \$ 1,298.50      | \$ 18.55      |
|                          |   | 2           | \$ 37,255.40  | \$ 1,432.90      | \$ 20.47      |
|                          |   | 3           | \$ 41,204.80  | \$ 1,584.80      | \$ 22.64      |
| <b>BO</b>                | Security Clerk  | 1           | \$ 35,162.40  | \$ 1,352.40      | \$ 19.32      |
|                          |   | 2           | \$ 38,893.40  | \$ 1,495.90      | \$ 21.37      |
|                          |   | 3           | \$ 43,043.00  | \$ 1,655.50      | \$ 23.65      |
| <b>CO</b>                | Accounting Clerk,**<br>Business Sales Service Representative,<br>Carrier Service Representative,**<br>Customer Service Representative,<br>Mobility Service Representative | 1           | \$ 35,854.00  | \$ 1,379.00      | \$ 19.70      |
|                          |   | 2           | \$ 39,657.80  | \$ 1,525.30      | \$ 21.79      |
|                          |   | 3           | \$ 43,880.20  | \$ 1,687.70      | \$ 24.11      |
| <b>DO</b>                | Telephone Operator  | 1           | \$ 32,779.50  | \$ 1,260.75      | \$ 16.81      |
|                          |   | 2           | \$ 36,055.50  | \$ 1,386.75      | \$ 18.49      |
|                          |   | 3           | \$ 39,682.50  | \$ 1,526.25      | \$ 20.35      |
| <b>SU</b>                | Student   | 1           |               |                  | \$ 11.00      |
|                          |   | 2           |               |                  | \$ 12.00      |
|                          |   | 3           |               |                  | \$ 13.00      |
|                          |   | 4           |               |                  | \$ 14.00      |
| <b>FO</b>                | Customer Service Representative In-Charge (4% above Customer Service Representative rate or applicable Classification)  |             |               | \$ 1,755.60      | \$ 25.08      |
| <b>GO</b>                | Senior Customer Service Representative (7% above Customer Service Representative rate or applicable Classification)   |             |               | \$ 1,806.00      | \$ 25.80      |
|                          | Security Clerk In-Charge (4% above Security Clerk rate Or applicable Classification)  |             |               | \$ 1,722.00      | \$ 24.60      |
|                          | <b>Note:</b> ** At ratification Nov. 8/05 moved to rate scale for Business & Consumer Markets Service Representative (CO) from Security Clerk rate scale (BO).            |             |               |                  |               |

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

54