

**Agreement between
Tbaytel and
Local Union 339
The International Brotherhood
of Electrical Workers (IBEW)**

Office Unit

April 1, 2021 – March 31, 2025

tbaytel



04015 (14)

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THIS AGREEMENT made and entered into this 1st day of April, 2021

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 Schedules "A" and "B" 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.
- 2.03 As part of the employer orientation program, the IBEW. Business Manager or a Union Steward will be offered an opportunity to meet with any new employee. The meeting will be convened during the regularly scheduled new employee orientation and will be limited to one half-hour (1/2hr). Should the IBEW. Business Manager not be available for the meeting, management may appoint either a Craft or Office Steward from a list provided by the IBEW. Business Manager. At no time shall the release of a Steward negatively impact the normal operation of a department. If no one from the Union can attend the orientation, the Union will schedule and hold the meeting after the new employee's working hours.

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 their 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 their designate.
- 4.03 The Corporation agrees to give Business Agents of Local 339, IBEW, access to the premises of Tbaytel 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/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.
- (e) The Corporation may allow a working from home arrangement in certain circumstances when mutually agreed between the employee and the corporation; the work from home arrangement will be in accordance with company policies and departmental protocols. Any work from home agreement between an employee and the Corporation will not be precedent setting and may not be used as reference for other employee requests.

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 duty shall not perform duties regularly carried out by members of the bargaining unit except in the cases of emergency and instruction.

Article VI - Employee Categories

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 be allowed to bid on internal postings, but will only be considered when no full-time or part-time are considered qualified.

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 are 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.

Students shall not be hired when employees from within the section have been laid off or have been bumped into a part-time position.

Student employees will not have access to the grievance procedure.

Students shall not be allowed to bid on internal postings.

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 regular full-time and part-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.

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

6.05 Co-op Student:

"Co-op Student" 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.

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

“Co-op Students” shall have the right to bid on “Open Postings,” only.

There shall be no more than five (5) “Co-op Students” used at one time and no more than one (1) per section at Tbaytel, in any one (1) calendar year.

A person hired in the classification of “Co-op Students” shall be under the direct supervision of an employee at the top step of the Section.

No “Co-op Student” classification shall be assigned to a section that has regular full-time or part-time employees laid-off or bumped. There shall be no regular full-time or part-time employees laid-off while “Co-op Students” are employed in

that section.

Co-op Student employees shall not accumulate seniority or vacation credits. Co-op Student 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:

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 as per Article XV, Clause 15.02 and scheduled at management’s discretion. These employees will work flexible hours, but within the parameters in Article VIII for hours of work.

- (a) The number of part-time FTE (full time equivalent) regular hours worked shall not be greater than 56% of the full-time FTE (full time equivalent) regular hours worked of the Office Unit on an annual basis. The number of Part-time employees shall not be greater than 70% of the Full-time complement of the Office Unit. The Company shall provide the Union quarterly audits of the Part-time regular hours worked on the following schedule; pay periods 6, 13, 19 and 26. The reports will be provided to the Union within ten (10) business days following the pay period.

Part-time employees are allowed to work full-time hours in each of their division/section and hours in excess of a full-time employee shall be paid at an overtime rate as per Article IX, Clause 9.01.

Part-time employees shall be scheduled at management’s discretion. These employees will work flexible hours, but within the parameters in Article VIII for Hours of Work.

A regular shift for all part-time employees shall be a minimum of three (3) consecutive hours. The total number of hours shall be reasonably distributed among qualified part-time employees.

Part-time employees shall receive their schedule two (2) weeks in advance. The Corporation shall give forty-eight (48) hours notice regarding any change in shift assignment. Should the notice not be given for a change in shift, the employee shall receive overtime payment as per Article IX, Clause 9.01 for each hour worked outside of the first shift.

Part-Time employees shall accumulate seniority based on regular hours worked. One-year of seniority shall be equivalent to the number of regular hours worked by a full-time employee within the same section. "Section" shall be defined by the classifications in Schedule A and Schedule B.

Part-time employees shall not accumulate vacation credits, but shall receive time off based on the Federal Labour and Employment Legislation. Vacation Pay shall be paid as per the Canada Labour Code. Part-time employees shall be allowed to book vacation after all regular full-time employees have chosen their vacation.

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 hired prior to the ratification date (January 7, 2014) shall receive ten percent (10%) in lieu of fringe benefits after ninety (90) scheduled working days. Part-time employees hired after the ratification date (January 7, 2014) do not receive ten percent (10%) in lieu of fringe benefits.

Part-time employees shall be subject to the progression routine as outlined in Article XXVI upon accumulating one year of service. One year of service shall be equivalent to the number of hours worked by a full-time employee within the same section. "Section" shall be defined by the classifications in Schedule A and Schedule B.

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.

Full-time and temporary employees hired prior to the ratification date (January 7, 2014), 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.

Full-time and temporary employees hired after the ratification date (January 7, 2014), 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, but will not 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 Article XVI.

- (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. A nine (9) month period for part-time shall be equivalent to nine (9) months of full-time hours. 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.

Employees transferring or bumping into new positions shall only be required to serve a ninety (90) day probationary period. In the event the employee proves unsuccessful once transferred in the new position during the aforementioned period, they shall be returned to their former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be transferred to their former position. Should the change in position be as a result of bumping, the unsuccessful employee will be laid off until such time as a position becomes available to which the employee may be awarded, based on seniority and qualifications.

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 service dates established as per Clause 6.01 and 6.06 respectively.)

Article VIII - Hours of Work

- 8.01 Full-time employees covered by this agreement shall be scheduled three (3) months in advance. The Corporation shall give four (4) weeks notice to full-time employees regarding any change in shift assignment. Should a change in shift be required, full-time employees will be paid as per Article IX, Clause 9.01 for each hour worked outside of the first shift.

All full-time employees covered by this agreement shall receive two (2) consecutive days off, except when employees are scheduled to work both Saturday and Sunday. These days off shall be the Thursday before and the Tuesday after the Saturday and Sunday worked except for when a statutory holiday falls on the weekend. The day off will then be scheduled on an alternate day of the same week.

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

- 8.02 Accounting Clerks / Enterprise Solutions

The hours of work for all regular full-time employees shall be seven (7) hours a day between the hours of 8:00 a.m. and 5:00 p.m., Monday to Friday inclusive, for a total of thirty-five (35) hours per week, with two (2) consecutive days off.

- 8.03 Service Advisors, Support Representatives, and Assignment Representatives

- (a) Full-Time Service Advisors and Support Representatives Hired Prior to Ratification (April 7, 2010)

The regular hours of work for all full-time employees shall be seven (7) consecutive hours per day Monday through Sunday. Monday to Friday shall be between the hours of 8:00 a.m. and 9:00 p.m., inclusive of a meal break as per Clause 8.05; Saturday shall be between the hours of 9:00 a.m. and 6:00 p.m., inclusive of a meal break as per Clause 8.05. Sunday shall be 11:00 a.m. and 6:00 p.m. inclusive of a 20 minute paid meal break. The hours of work shall average thirty-five (35) hours per week, for pay purposes.

All shifts shall be rotated equally between all qualified full-time employees. A maximum of five (5) Saturday shifts per calendar year shall be scheduled for all full-time. Only one (1) full-time shall be scheduled on a Sunday. When a full-time employee is required to work Sunday, that same

employee will also work the same Saturday. Shift premium shall apply for full-time employees for three dollars (\$3.00)/hour for Sunday.

- (b) Full-Time Service Advisors and Support Representatives Hired After Ratification (April 7, 2010) and All Current and New Part-Time

The regular hours of work for all new full-time and all part-time employees hired into Service Advisors, Support Representatives, and Assignment Representatives positions shall be seven (7) consecutive hours per day Monday through Sunday. Monday to Friday shall be between the hours of 8:00 a.m. and 9:00 p.m., inclusive of a meal break as per Clause 8.05; Saturday shall be between the hours of 9:00 a.m. and 6:00 p.m., inclusive of a meal break as per Clause 8.05. Sunday shall be 11:00 a.m. and 6:00 p.m. inclusive of a 20 minute paid meal break. Shift Premium of one dollar (\$1.00) shall apply to all employees for all regular hours worked on Sunday. The hours of work shall average thirty-five (35) hours per week, for pay purposes.

- (c) Full-Time Assignment Representatives Hired Prior to Ratification (April 7, 2010)

The regular hours of work for all full-time employees shall be eight (8) consecutive hours per day Monday through Sunday. Monday to Friday shall be between the hours of 8:00 a.m. and 9:00 p.m., inclusive of a meal break as per Clause 8.05; Saturday shall be between the hours of 9:00 a.m. and 6:00 p.m., inclusive of a meal break as per Clause 8.05. Sunday shall be 10:00 a.m. and 6:00 p.m. inclusive of a 20 minute paid meal break. The hours of work shall average forty (40) hours per week, for pay purposes.

All shifts shall be rotated equally between all qualified full-time employees. A maximum of five (5) Saturday shifts per calendar year shall be scheduled for all full-time. Only one (1) full-time shall be scheduled on a Sunday. When a full-time employee is required to work Sunday, that same employee will also work the same Saturday. Shift premium shall apply for full-time employees for three dollars (\$3.00)/hour for Sunday.

- (d) Full-Time Assignment Representatives Hired After Ratification (April 7, 2010) and All new current and new part-time Assignment Representatives

The regular hours of work for all new full-time and all part-time employees shall be eight (8) consecutive hours per

day Monday through Sunday. Monday to Friday shall be between the hours of 8:00 a.m. and 9:00 p.m., inclusive of a meal break as per Clause 8.05; Saturday shall be between the hours of 9:00 a.m. and 6:00 p.m., inclusive of a meal break as per Clause 8.05. Sunday shall be 10:00 a.m. and 6:00 p.m. inclusive of a 20 minute paid meal break. Shift Premium of one dollar (\$1.00) shall apply to all employees for all regular hours worked on Sunday. The hours of work shall average forty (40) hours per week, for pay purposes.

8.04 Tbaytel Store

Full-time employees in this section shall work seven (7) consecutive hours per day between the hours of 8:30 a.m. and 9:30 p.m. Monday to Friday; Saturday shall be 9:00 a.m. and 6:30 p.m.; Sunday 9:30 a.m. and 5:30 p.m. inclusive of a meal break as per Clause 8.05. Full-time employees shall receive two consecutive days off, except for when the employee is scheduled to work both Saturday and Sunday; then the following week the days off will be split. When a full-time employee is required to work Sunday, that full-time employee will be required to work the same Saturday. Shift Premium of one dollar (\$1.00) shall apply to all employees for all regular hours worked on Sunday. Full-time employees shall be scheduled the same shift Monday to Friday. All qualified full-time employees shall be rotated equally on all shifts.

8.05 The Corporation will establish a one (1) hour unpaid meal break, with the exception of a half-hour unpaid meal break for Assignment Representatives, which will commence no earlier than three (3) 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 his/her break at the specified time due to service requirements, the break will commence at completion of service and will be extended accordingly so that the meal period is provided.

If the Corporation requires that an employee must forego any portion of the meal break, the employee shall be paid in accordance to Article IX for break time not taken.

8.06 A shift differential of one dollar (\$1.00) shall apply for all regular hours worked between 5:00pm and 9:30pm Monday-Friday and all regular hours worked on Saturday and Sunday.

8.07 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.

- 8.08 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.
- 8.09 All full-time employees shall be scheduled two consecutive days off, except when employees are scheduled to work both Saturday and Sunday.
- 8.10 "In Charge" rate shall be assigned to an employee in Business & Consumer Markets Monday to Friday between the hours of 5:00pm and 9:00 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.

Article IX - Overtime and Emergency Work

- 9.01 All overtime shall be paid for at the rate of double time (2x) to employees hired prior to the ratification of the agreement. Employees hired after ratification shall be paid overtime at the rate of one and one half time (1½x). (ratification date, April 7, 2010)
- 9.02 Any employee called out after his/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 twelve dollars (\$12.00) 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 over time 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 thirteen (13) paid holidays and any other Federally 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:

- New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day or Floating Holiday
- Christmas Eve or New Year's Eve
- Christmas Day
- Boxing Day
- Thursday immediately before Good Friday or Easter Monday or Floating Holiday.

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

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. When the day prior to Christmas Day or New Year's Day falls on a Saturday or a Sunday, a Banked Paid Holiday will be granted. This Banked Paid Holiday will be granted May 1st of that year and must be used by April 30th of the following year. The Banked Holiday will be recognized the same as vacation. It will be booked as per vacation timelines and approved in accordance to Addendum "A".

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. At management's discretion, additional employees may be scheduled off.

10.02 Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours he/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 other than for shift workers who shall observe and be paid for the holiday on the day that it falls on. Pay for work performed on a paid holiday shall be paid at the applicable rate. The shifts for paid holidays will be those beginning between the hours of 12:00 a.m. and ending at 11:59 p.m. on the actual holiday day.

For seven day operation employees, 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, full time employees who elect or are required to work on the Monday and or the Tuesday will be awarded a Banked Holiday. The Banked Holiday will be

earned the day it is issued and must be taken by April 30th of the following year. Full Time employees will be required to work on a first right of refusal.

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 he/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 part-time employees, students and co-op students are entitled to paid holidays.

(2) The thirteen (13) 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
- Family Day
- Thursday immediately before Good Friday or Easter Monday or Floating Holiday
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day or Floating Holiday
- Christmas Eve or New Year's Eve
- Christmas Day
- Boxing Day

(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 he/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.
- 10.06 Employees working in a twenty-four/seven section shall be allowed to bank four (4) of their paid holidays in a statutory bank. These banked days may be booked at a mutually agreed to time. The Corporation shall be allowed to maintain a fifty percent (50%) staffing level. Days booked in the statutory bank must be taken prior to May 1st. Days not taken will be paid out at the employee's regular rate of pay. The remaining nine (9) days will be incorporated into the employee's schedule.

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 vacation during the period of 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. Vacation requests submitted by April 1st, for the period of May 30th to October 15th, must be in one (1) week blocks. 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.

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

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. An employee, who transfers positions after the posting is completed, will be required to submit a new vacation request. Such request will be approved and scheduled within that Division/Section/Area. When booking vacation, employees will be given three (3) working days to mark their vacation request, after which such time the next senior employee will be allowed to book.

However, an employee may forego scheduling requirements as described above for up to a maximum of ten (10) vacation days. These days will be taken at a time agreed upon between the employee and his/her supervisor. These days will be approved and scheduled by December 1st.

Vacation booked prior to May 1st shall receive priority over floaters and statutory holidays.

- 11.03 If an employee is granted his/her annual vacation during the period of December 1st and April 30th, he/she will be granted one (1) extra week of vacation with pay provided that he/she takes all of his/her allotted vacation inclusive of the extra week 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 (a) For vacation purposes, a week's pay shall be based on the employee's rate for his/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 to the entitlement ratios as set out in Addendum A.

- 11.06 An employee whose employment is terminated prior to having completed one (1) year of continuous service, shall receive four (4) percent of their earnings. An employee whose employment is terminated after he/she has completed one (1) year of continuous service and who has not had their vacation shall receive a percentage of their normal earnings for the period worked in lieu of such vacation as follows e.g.:
- 4% if he/she is eligible for 2 weeks vacation;
 - 6% if he/she is eligible for 3 weeks vacation;
 - 8% if he/she is eligible for 4 weeks vacation.
- 11.07 No employee, who is eligible for vacation with pay, shall be requested or required to forfeit their 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 their 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 three (3) non-cumulative casual sick days and three (3) non-cumulative personal days on January 1st of each year (or a prorated amount based on one (1) day for each two (2) months of service in the event an employee commences employment during the year). Personal days can be used to treat personal illness; meet responsibilities related to the health care of a family member; carry out responsibilities related to the education of any of their family members younger than 18; deal with an urgent personal matter; or attend one's Canadian citizenship ceremony.

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 their estate, shall be eligible for fifty percent (50%) of unused vested sick pay credits, or six (6) months pay, whichever is the less, in cash, payable on termination, retirement, death, or the sale of the Corporation.

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 their 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 their 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 their 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.

The Company will reimburse up to twenty dollars (\$20) for medical certificates requested by management. The reimbursement form and receipt must be submitted within two (2) weeks of the employee's return to work.

12.04 When requested by management, an employee who has been absent on sick leave for ten (10) working days must submit a letter from a medical doctor estimating the length of time he/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 their sick leave credits accumulated prior to December 31, 1982, along with their vacation and Paid Holiday Credits, to leave work immediately prior to their 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 them to age sixty-five (65) or to 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 he/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, whichever 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 Tbaytel 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.

In the event the Corporation is unable to place the successful applicant in a vacancy within ninety-one (91) calendar days of being awarded a position, the employee will be paid the hourly rate of the new position, or the rate of the job they are currently performing, whichever is greater, until they are placed in the vacancy. This clause does not remove the Corporation's ability to cancel the job posting prior to the employee actively working in the new position.

- 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 he/she:
- (a) Voluntarily quits their 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.
- 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 to their 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 position which is beyond the scope of this Agreement, and is later placed in a position within the scope of this Agreement, he/she shall retain the seniority previously acquired.

Article XVI - Layoff and Recalls

- 16.01 (a) Where a condition arises which reduces the workload to the extent that a staff or work reduction is required, the Company 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, Tbaytel 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 the classification affected. The Corporation shall place an employee about to be laid off, laterally or downward (based on wage rate) into a classification where the employee facing layoff meets the posted requirements, or is capable of performing the job after a thirty (30) day training period. The junior employee will then be laid off. The Corporation will allow an employee to bump upwards into a classification where that employee was employed on a full-time basis in the previous twelve (12) months.
- (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.

- (f) Notwithstanding 16.01 b) the number of part-time employees in relation to the full-time compliment will be maintained at 56%.
- (g) Should a layoff occur in a section where there are students or temporary employees, these employees shall be laid off prior to the layoff of any full-time employee or part-time.

Article XVII - Grievance Procedure

17.01 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.

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, with a representative of the Union, present the grievance which shall be reduced in writing to the Division Director or Vice President, who shall consider it in the presence of the persons presenting same and the Manager, and render their decision in writing five (5) working days following the hearing of the grievance to them. At the request of either party, Human Resources personnel 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. 2

Within five (5) working days after the decision is given under Step No. 1, 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 their decision in writing within seven (7) working days following the hearing of the grievance to them.

Step No. 3

Within five (5) working days after the decision is given at Step No. 2, 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 their decision in writing within ten (10) working days following such meeting.

- 17.02 If a final settlement of the grievance is not reached at Step No. 3, 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. 3. If no such written request for Arbitration is received within the time limits, then it shall be deemed to have been abandoned.
- 17.03 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. 3 of the grievance procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to Step No. 3, 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 Single Arbitrator.
- 18.02 A Single Arbitrator will be chosen in accordance with the Canada Labour Code.
- 18.03 The decision of a Single Arbitrator constituted in the above manner shall be binding on both parties.
- 18.04 The Single Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new

provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

- 18.05 Each of the parties to this Agreement will jointly bear the expenses of the Single Arbitrator.

Article XIX – Suspension or Dismissal

- 19.01 A claim by an employee who has completed the probationary period that he/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 President & CEO 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 their 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 Grievances

- 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.

Article XXII – Leave of Absence, Bereavement Leave and Jury & Witness Duty

- 22.01 (a) In certain circumstances the Corporation may consider granting paid time off, to be depleted from the employee's eligible vacation, banked overtime or floater credits (should such exist), to attend to personal or family crisis situations. Such leaves shall not be unreasonably withheld.
- (b) Written requests for a personal leave of absence without pay will be considered on an individual basis by the President and CEO or 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 five (5) consecutive full working days off with pay immediately following the death of an employee's:
- Mother
 - Father
 - Spouse (including common-law)
 - Children
 - Step Mother
 - Step Father
 - Step Children

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

- A common-law Spouse's Father or Mother
- Brother
- Sister
- Spouse of an employee's Father-In-Law or Mother-In-Law (including common-law Spouse)
- Grandparents
- Grandchildren
- Brother-In-Law
- Sister-In-Law
- Step Brother
- Step Sister
- Step Grandparents
- Step Grandchild
- 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, he/she shall be granted twice in each year at their 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 or who are subpoenaed as a direct result of their employment with the Corporation:

- (a) Shall be granted a 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 CFO of Tbaytel 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 traveling 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.
 - (d) Should an employee be required to appear at any legal proceeding as a direct result of their employment with the Corporation on their day off, the Corporation will either pay the employee overtime as outlined in Article IX or will mutually agree to another scheduled day off.
- 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.

Article 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 The Corporation shall provide employees with Chiropractic Coverage and Massage Therapy. The employee will be allowed to use either of the above benefits; however, the total billable amount for both benefits shall not exceed three-hundred dollars (\$300.00).

- 23.04 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) and any portion for the purpose of an eye exam, up to a total amount of two hundred dollars (\$200.00) per person each two (2) calendar years, (employee, spouse, and dependent children) when provided on the written prescription of a medical doctor or optometrist (effective on the first day of the seventh continuous month of employment). Sunglasses or eyeglasses for cosmetic purposes are not included.
- 23.05 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.

An employee who retires prior to the point of 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 unreduced early retirement under the most current OMERS qualifying 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.

- 23.06 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 they resign, 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, their 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, their progress and general performance shall be reviewed. If their progress and general performance are then found to be competent, they shall be granted routine progression; if their progress and general performance are not found to be competent, they shall either be transferred or dismissed. If at the time of the review just mentioned, their progress and general performance were found to be competent, and if six (6) months after the review their performance has continued to be competent, the employee may be granted the next step in progression thus re-establishing their original progression status.
- 26.02 Employees may have a Shop Steward in attendance when undergoing 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" & "B" 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 one (1) 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 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 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 Tbaytel 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 Tbaytel.

Article XXX - Classification and Wage Progression Schedule

- 30.01 Schedule "A" and "B" is hereby made part of this Agreement.
- 30.02 When a new position is created within the bargaining unit, such position will be discussed between the Union and Management.
- 30.03 An employee who is at the top step of their classification and is required by management to assume the duties of another employee at a higher wage shall be paid at the top step of the new classification. An employee who is not at the top step of their classification and is required to assume the duties of another employee at a higher wage rate will receive the rate of pay of their current step in the new classification. Should the number of steps

for both classifications differ, the employee shall receive the rate of pay of the step equivalent to their current step [(ie, if the home classification has 6 steps and the "acting" classification has 5 steps, the 5th step in the home classification will equal the 4th step in the "acting" classification) (if the home classification has less steps than the "acting" classification, the next highest wage rate shall be paid)]. The wage rate received shall not be less than the current rate of pay.

The above shall not apply to employees who are being trained.

- 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 he/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 for training purpose outside the City of Thunder Bay, on behalf of the Corporation, will be paid travel time on a straight time basis. For travel by ground transportation, employees shall be paid equal to the time required to travel to the destination. Same shall apply for the return trip. For air transportation, the employee shall receive a maximum of three (3) hours each way (included is the travel time to and from the airport).

Further to the above 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 a ten (10) minute duration each week or allow reasonable use of their company cell phones or calling cards while out of town for the purpose of calling home.

33.02 Employees shall be given two (2) weeks notice when required to travel outside of Thunder Bay, except for training purposes.

Article XXXIV - Severance Pay

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, 2021 to March 31, 2025 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 25 day of October 2021.

Tbaytel



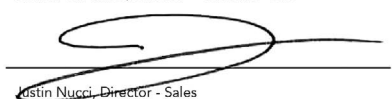
Dan Topatigh, President & CEO



John Barch, VP - Operations & Administration



Brenda Di Franco, Director - Customer Care



Justin Nucci, Director - Sales



Lison McAuley, Director - Human Resources

Local Union 339, The International Brotherhood Of Electrical Workers' (Craft Unit)



Rob Thibodeau, IBEW Local 339 Business Manager



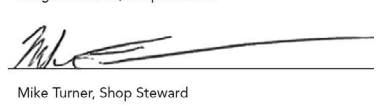
Mark Angove, IBEW Local 339 President



Chris Wessel, Shop Steward



Raegan Wanzuk, Shop Steward



Mike Turner, Shop Steward

Schedule "A"

2021-2025

CLASSIFICATIONS AND SALARY RANGES

April 1, 2021					
Pay Scale	Classification	Step	Hourly Pay Rate (1.75%)	Bi-Weekly Pay Rate	Annual Pay Rate
AO	Network Service Clerk	1	\$24.0377	\$1,682.64	\$43,748.62
	Outside Plant Engineering Clerk 2	2	\$26.5339	\$1,857.37	\$48,291.84
	Sales Associate - Team Lead (+ 7%)	3	\$29.3343	\$2,053.40	\$53,388.54
	Hardware Specialist				
BO	Security Clerk	1	\$25.0387	\$1,752.71	\$45,570.52
		2	\$27.6997	\$1,938.99	\$50,413.54
		3	\$30.6522	\$2,145.66	\$55,786.99
CO	Accounting Clerk	1	\$25.5330	\$1,787.30	\$46,469.94
	Carrier Service Representative	2	\$28.2446	\$1,977.12	\$51,405.21
	Service Advisors	3	\$31.2478	\$2,187.34	\$56,870.91
	Dealer Support Representative				
IO	Sales Associate	1	\$19.4379	\$1,360.65	\$35,377.11
		2	\$20.7304	\$1,451.13	\$37,729.44
JO	Assignment Representative	1	\$22.2890	\$1,560.24	\$40,566.07
	Senior Assignment Representative (JO+7%)	2	\$25.8117	\$1,806.82	\$46,977.31
	Business Sales Support Representative	3	\$29.3471	\$2,054.30	\$53,411.60
	Business Sales Support Representative - Team Lead (JO+7%)	4	\$31.1337	\$2,179.36	\$56,663.34
		5	\$32.8951	\$2,302.65	\$59,868.96
KO	Contact Centre Support Representative	1	\$30.1581	\$2,111.06	\$54,887.57
		2	\$31.9447	\$2,236.12	\$58,139.32
		3	\$33.7440	\$2,362.08	\$61,414.12
		4	\$35.5307	\$2,487.15	\$64,665.86
		5	\$37.3174	\$2,612.21	\$67,917.60
SU	Student	1	\$11.0000		
		2	\$12.0000		
		3	\$13.0000		
		4	\$14.0000		
FO	Service Advisor In-Charge (4% above CO Classification)		\$32.4976	\$2,274.84	\$59,145.74
GO	Senior Service Advisor and Senior Accounting Clerk (7% above CO Classification)		\$33.4351	\$2,340.45	\$60,851.87
	Security Clerk In-Charge (4% above BO classification)		\$31.8783	\$2,231.48	\$58,018.47

Schedule "A"

2021-2025

CLASSIFICATIONS AND SALARY RANGES

April 1, 2022					
Pay Scale	Classification	Step	Hourly Pay Rate (1.75%)	Bi-Weekly Pay Rate	Annual Pay Rate
AO	Network Service Clerk Outside Plant Engineering Clerk 2 Sales Associate - Team Lead (+ 7%) Hardware Specialist	1	\$24.4584	\$1,712.08	\$44,514.22
		2	\$26.9983	\$1,889.88	\$49,136.94
		3	\$29.8477	\$2,089.34	\$54,322.84
BO	Security Clerk	1	\$25.4769	\$1,783.38	\$46,368.00
		2	\$28.1844	\$1,972.92	\$51,295.78
		3	\$31.1886	\$2,183.21	\$56,763.26
CO	Accounting Clerk Carrier Service Representative Service Advisors Dealer Support Representative	1	\$25.9798	\$1,818.58	\$47,283.16
		2	\$28.7388	\$2,011.72	\$52,304.80
		3	\$31.7946	\$2,225.62	\$57,866.15
IO	Sales Associate	1	\$19.7781	\$1,384.46	\$35,996.21
		2	\$21.0932	\$1,476.53	\$38,389.71
JO	Assignment Representative Senior Assignment Representative (JO+7%) Business Sales Support Representative Business Sales Support Representative - Team Lead (JO+7%)	1	\$22.6791	\$1,587.54	\$41,275.98
		2	\$26.2634	\$1,838.44	\$47,799.41
		3	\$29.8606	\$2,090.25	\$54,346.31
		4	\$31.6786	\$2,217.50	\$57,654.95
		5	\$33.4707	\$2,342.95	\$60,916.67
KO	Contact Centre Support Representative	1	\$30.6858	\$2,148.01	\$55,848.10
		2	\$32.5037	\$2,275.26	\$59,156.76
		3	\$34.3345	\$2,403.42	\$62,488.87
		4	\$36.1524	\$2,530.68	\$65,797.52
		5	\$37.9705	\$2,657.93	\$69,106.16
SU	Student	1	\$11.0000		
		2	\$12.0000		
		3	\$13.0000		
		4	\$14.0000		
FO	Service Advisor In-Charge (4% above CO Classification)		\$33.0664	\$2,314.65	\$60,180.79
GO	Senior Service Advisor and Senior Accounting Clerk (7% above CO Classification)		\$34.0203	\$2,381.41	\$61,916.78
	Security Clerk In-Charge (4% above BO classification)		\$32.4362	\$2,270.53	\$59,033.79

Schedule "A"

2021-2025

CLASSIFICATIONS AND SALARY RANGES

April 1, 2023					
Pay Scale	Classification	Step	Hourly Pay Rate (1.75%)	Bi-Weekly Pay Rate	Annual Pay Rate
AO	Network Service Clerk	1	\$24.8864	\$1,742.04	\$45,293.22
	Outside Plant Engineering Clerk 2	2	\$27.4708	\$1,922.95	\$49,996.84
	Sales Associate - Team Lead (+ 7%)	3	\$30.3700	\$2,125.90	\$55,273.49
	Hardware Specialist				
BO	Security Clerk	1	\$25.9227	\$1,814.59	\$47,179.44
		2	\$28.6777	\$2,007.44	\$52,193.46
		3	\$31.7344	\$2,221.41	\$57,756.62
CO	Accounting Clerk	1	\$26.4344	\$1,850.41	\$48,110.62
	Carrier Service Representative	2	\$29.2418	\$2,046.93	\$53,220.13
	Service Advisors	3	\$32.3510	\$2,264.57	\$58,878.81
	Dealer Support Representative				
IO	Sales Associate	1	\$20.1242	\$1,408.69	\$36,626.15
		2	\$21.4624	\$1,502.36	\$39,061.53
JO	Assignment Representative	1	\$23.0760	\$1,615.32	\$41,998.31
	Senior Assignment Representative (JO+7%)	2	\$26.7230	\$1,870.62	\$48,635.90
	Business Sales Support Representative	3	\$30.3832	\$2,126.83	\$55,297.37
	Business Sales Support Representative - Team Lead (JO+7%)	4	\$32.2329	\$2,256.30	\$58,663.91
		5	\$34.0565	\$2,383.95	\$61,982.71
KO	Contact Centre Support Representative	1	\$31.2228	\$2,185.60	\$56,825.44
		2	\$33.0726	\$2,315.07	\$60,192.00
		3	\$34.9354	\$2,445.48	\$63,582.43
		4	\$36.7851	\$2,574.96	\$66,948.97
		5	\$38.6349	\$2,704.44	\$70,315.52
SU	Student	1	\$11.0000		
		2	\$12.0000		
		3	\$13.0000		
		4	\$14.0000		
FO	Service Advisor In-Charge (4% above CO Classification)		\$33.6450	\$2,355.16	\$61,233.95
GO	Senior Service Advisor and Senior Accounting Clerk (7% above CO Classification)		\$34.6156	\$2,423.08	\$63,000.32
	Security Clerk In-Charge (4% above BO classification)		\$33.0038	\$2,310.26	\$60,066.88

Schedule "A"

2021-2025

CLASSIFICATIONS AND SALARY RANGES

April 1, 2024					
Pay Scale	Classification	Step	Hourly Pay Rate (1.75%)	Bi-Weekly Pay Rate	Annual Pay Rate
AO	Network Service Clerk	1	\$25.3219	\$1,772.53	\$46,085.85
	Outside Plant Engineering Clerk 2	2	\$27.9515	\$1,956.60	\$50,871.78
	Sales Associate - Team Lead (+ 7%)	3	\$30.9015	\$2,163.10	\$56,240.77
	Hardware Specialist				
BO	Security Clerk	1	\$26.3764	\$1,846.34	\$48,005.08
		2	\$29.1795	\$2,042.57	\$53,106.84
		3	\$32.2898	\$2,260.29	\$58,767.36
CO	Accounting Clerk	1	\$26.8970	\$1,882.79	\$48,952.55
	Carrier Service Representative	2	\$29.7535	\$2,082.75	\$54,151.49
	Service Advisors	3	\$32.9172	\$2,304.20	\$59,909.19
	Dealer Support Representative				
IO	Sales Associate	1	\$20.4764	\$1,433.34	\$37,267.11
		2	\$21.8379	\$1,528.66	\$39,745.11
JO	Assignment Representative	1	\$23.4798	\$1,643.59	\$42,733.28
	Senior Assignment Representative (JO+7%)	2	\$27.1907	\$1,903.35	\$49,487.03
	Business Sales Support Representative	3	\$30.9149	\$2,164.05	\$56,265.07
	Business Sales Support Representative - Team Lead (JO+7%)	4	\$32.7970	\$2,295.79	\$59,690.53
		5	\$34.6525	\$2,425.67	\$63,067.41
KO	Contact Centre Support Representative	1	\$31.7692	\$2,223.84	\$57,819.89
		2	\$33.6513	\$2,355.59	\$61,245.36
		3	\$35.5467	\$2,488.27	\$64,695.12
		4	\$37.4288	\$2,620.02	\$68,120.58
		5	\$39.3111	\$2,751.77	\$71,546.04
SU	Student	1	\$11.0000		
		2	\$12.0000		
		3	\$13.0000		
		4	\$14.0000		
FO	Service Advisor In-Charge (4% above CO Classification)		\$34.2338	\$2,396.37	\$62,305.55
GO	Senior Service Advisor and Senior Accounting Clerk (7% above CO Classification)		\$35.2214	\$2,465.49	\$64,102.82
	Security Clerk In-Charge (4% above BO classification)		\$33.5814	\$2,350.69	\$61,118.05

Schedule "B"

Hired After Ratification Date of January 7, 2014
 CLASSIFICATIONS AND SALARY RANGES

April 1, 2021					
Pay Scale	Classification	Step	Hourly Pay Rate (1.75%)	Bi-Weekly Pay Rate	Annual Pay Rate
HO	Service Advisor	1	\$19.4379	\$1,360.65	\$35,377.13
		2	\$20.7304	\$1,451.13	\$37,729.38
		3	\$22.8750	\$1,601.25	\$41,632.58
		4	\$25.0196	\$1,751.38	\$45,535.77
		5	\$27.1643	\$1,901.50	\$49,438.98
		6	\$29.3344	\$2,053.40	\$53,388.59

April 1, 2022					
Pay Scale	Classification	Step	Hourly Pay Rate (1.75%)	Bi-Weekly Pay Rate	Annual Pay Rate
HO	Service Advisor	1	\$19.7781	\$1,384.46	\$35,996.23
		2	\$21.0932	\$1,476.53	\$38,389.64
		3	\$23.2753	\$1,629.28	\$42,361.15
		4	\$25.4575	\$1,782.03	\$46,332.65
		5	\$27.6397	\$1,934.78	\$50,304.16
		6	\$29.8478	\$2,089.34	\$54,322.89

April 1, 2023					
Pay Scale	Classification	Step	Hourly Pay Rate (1.75%)	Bi-Weekly Pay Rate	Annual Pay Rate
HO	Service Advisor	1	\$20.1242	\$1,408.69	\$36,626.16
		2	\$21.4624	\$1,502.36	\$39,061.46
		3	\$23.6827	\$1,657.79	\$43,102.47
		4	\$25.9030	\$1,813.21	\$47,143.47
		5	\$28.1234	\$1,968.64	\$51,184.48
		6	\$30.3701	\$2,125.90	\$55,273.54

April 1, 2024					
Pay Scale	Classification	Step	Hourly Pay Rate (1.75%)	Bi-Weekly Pay Rate	Annual Pay Rate
HO	Service Advisor	1	\$20.4764	\$1,433.34	\$37,267.12
		2	\$21.8379	\$1,528.66	\$39,745.04
		3	\$24.0971	\$1,686.80	\$43,856.76
		4	\$26.3563	\$1,844.94	\$47,968.48
		5	\$28.6155	\$2,003.09	\$52,080.21
		6	\$30.9016	\$2,163.10	\$56,240.83

Short Term Incentive Plan

The following will confirm the understanding and agreement between the parties during negotiations regarding the Short Term Incentive Plan for IBEW Local 339 members employed at Tbaytel.

1. Plan participation is extended to all IBEW Local 339 employees employed at Tbaytel. The Short Term Incentive Plan is based on targets directly linked to the successful achievement of the annual business plan objectives for the year as approved by the Board of Directors of Tbaytel. It is understood and agreed that it shall be the Company's sole and exclusive right to design the Short Term Incentive Plan. Furthermore, the IBEW agrees that the Company shall have the sole and exclusive right to redesign the Short Term Incentive Plan each year and upon completion of the plan details as approved by the Board of Directors, a copy of the Short Term Incentive Plan will be provided to the IBEW Local 339 for information purposes.
2. Commencing January 1, 2014, qualifying employees will be eligible to participate in the Short Term Incentive Plan and receive a Targeted Payout of one (1) percent based on regular wages and overtime hours worked, multiplied by their regular hourly wage. The minimum Short Term Incentive Plan payout will be one-half of one percent (0.5%) and a maximum of one and one-half percent (1.5%) payable in the following year subsequent to the completion of Audited Annual Financial Statements and Board approval usually occurring in April but will be no later than May 1. The Short Term Incentive Pay Plan is considered pensionable earnings. The qualifying period for the STIP will be the earnings and hours from January 1 to December 31.
3. A participating employee will be eligible for an award if the employee is an active employee for at least the entire 4th quarter of the plan year (i.e. October 1 to December 31), and is an active employee as of December 31 of the plan year. In the event the participant's active employment has been interrupted due to Short-Term and/or Long-Term Disability, Maternity Leave or any other approved Leave of Absence, the participant will be eligible for a pro-rated award based on active service during the year.
4. It is understood and agreed that it shall be the sole and exclusive function of the Tbaytel Audit Committee to determine whether the Targets of the Short Term Incentive Plan have been met. Payout can only occur following the completion of Audited Annual Financial Statements and Board approval, usually occurring in April.
5. It is agreed and understood that the STIP is not subject to the grievance or arbitration articles in this Collective Agreement. Notwithstanding, employees can file a grievance in relation to not being awarded a STIP.

Addendum A

Granting of annual vacations will be in accordance with the following schedule of ratios:

Full-time employee annual Vacation Grants in each section shall be made according to the following entitlement ratios:

- 1 – 7; 1 employee off at any time
- 8 – 12; 2 employees off at any one time
- 13 – 17; 3 employees off at any one time
- 18 – 22; 4 employees off at any one time
- 23 – 27; 5 employees off at any one time
- 28 – 32; 6 employees off at any one time
- 33 – 37; 7 employees off at any one time
- 38 – 42; 8 employees off at any one time
- 43 – 47; 9 employees off at any one time
- 48 – 52; 10 employees off at any one time

It is further agreed that when any of the above sections expand beyond fifty-three (53) personnel having vacation eligibility, the ratios will be discussed in relation to operational requirements, however, discussion of the system of vacation may be held at any time.

Letter Of Understanding

Between Tbaytel – hereinafter referred to as the “Corporation” and Local Union 339, IBEW (Office) – hereinafter referred to as the “Union”

RE: COMPANY-UNION RELATIONS COMMITTEE

In the spirit of fostering a positive labour relations environment and for the purpose of maintaining effective communications, the Company and the Union agree to establish a Company-Union Relations Committee. The Company-Union Relations Committee shall:

- Meet annually to share information relating to strategic objectives.
- Both Company and Union shall have the opportunity to formally present a summary of their activities.
- Committee representatives will be announced by each group; the Committee shall be composed of three (3) Company representatives and three (3) Union representatives, who shall be appointed by their respective parties.
- Hold quarterly meetings or more frequently as agreed. Quarterly meeting schedule will be distributed at the annual meeting.
- The chairmanship shall be rotated at each meeting.
- Minutes regarding matters discussed and recommended actions to be taken shall be kept and approved by both parties. They shall be recorded on a rotational basis.
- Agendas shall be exchanged and mutually agreed upon at least ten (10) work days prior to the scheduled meeting.


The subjects that may be discussed without prejudice to either party at these annual and quarterly meetings may include, but not limited to:

- Company initiatives
- Improvement relating to productivity
- Customer satisfaction
- Clarification and communication of matters/issues
- Discussion of repeated issues not addressed

These meetings are intended for the purpose of providing information and discussing/reviewing areas of concern with the goal of achieving mutually agreeable resolutions.

SIGNED IN THUNDER BAY, ONTARIO THIS 25 DAY OF
October, 2021.

Tbaytel



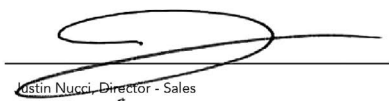
Dan Topatigh, President & CEO



Jeff Barch, VP - Operations & Administration



Brenda Di Franco, Director - Customer Care



Justin Nucci, Director - Sales

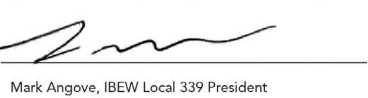


Lison McAuley, Director - Human Resources

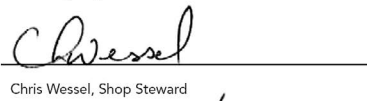
Local Union 339, The
International Brotherhood Of
Electrical Workers' (Craft Unit)



Rob Thibodeau, IBEW Local 339 Business Manager



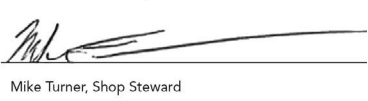
Mark Angove, IBEW Local 339 President



Chris Wessel, Shop Steward



Raegan Wanzuk, Shop Steward



Mike Turner, Shop Steward

Letter Of Understanding

Between Tbaytel – hereinafter referred to as the “Corporation” and Local Union 339, IBEW (Office) – hereinafter referred to as the “Union”

RE: CLASSIFICATION: SENIOR ACCOUNTING CLERK

1. At the discretion of the Corporation, a Senior Accounting Clerk position will be created within the Finance Division as attached in Appendix A.
- 2) The wage rate for this classification will be as per the pay scale GO.
- 3) Hours of work shall equal 35 hours per week, Monday through Friday.

SIGNED IN THUNDER BAY, ONTARIO THIS 25 DAY OF October, 2021.

Tbaytel



Dan Topatigh, President & CEO



John Barch, VP - Operations & Administration



Brenda Di Franco, Director – Customer Care



Justin Nucci, Director - Sales

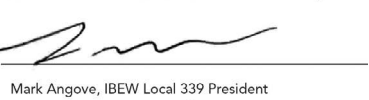


Lison McAuley, Director – Human Resources

Local Union 339, The International Brotherhood Of Electrical Workers’ (Craft Unit)



Rob Thibodeau, IBEW Local 339 Business Manager



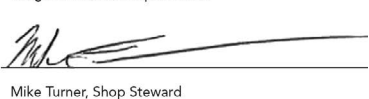
Mark Angove, IBEW Local 339 President



Chris Wessel, Shop Steward



Raegan Wanzuk, Shop Steward



Mike Turner, Shop Steward

Letter Of Understanding

Between Tbaytel – hereinafter referred to as the “Corporation” and Local Union 339, IBEW (Office) – hereinafter referred to as the “Union”

RE: TBAYTEL STORE - HARDWARE SPECIALIST

On a without prejudice basis and in the interest of providing more effective and efficient customer service, the Company and the Union agree to adjust the scheduled hours of work for the Hardware Specialist to be set regular day shifts. The hours of work will be as follows:

- Monday to Friday – between the hours of 9:00 a.m. to 6:00 p.m.

Unless the Company deems it necessary to make changes otherwise, this Agreement will be effective June 01, 2015 and will expire April 30, 2021. The Company will provide a three (3) month notice period if it is determined that the hours of work need to reverted to a rotating schedule as indicated in the Collective Agreement.

This agreement is not precedent setting and may not be cited as precedence or referenced in the future.

SIGNED IN THUNDER BAY, ONTARIO THIS 25 DAY OF October, 2021.

Tbaytel



Dan Topatigh, President & CEO



John Barch, VP - Operations & Administration



Brenda Di Franco, Director – Customer Care



Justin Nucci, Director - Sales



Lison McAuley, Director – Human Resources

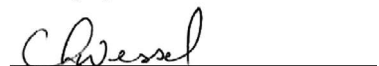
Local Union 339, The
International Brotherhood Of
Electrical Workers' (Craft Unit)



Rob Thibodeau, IBEW Local 339 Business Manager



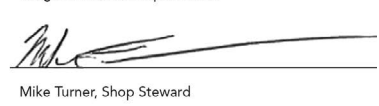
Mark Angove, IBEW Local 339 President



Chris Wessel, Shop Steward



Raegan Wanzuk, Shop Steward



Mike Turner, Shop Steward

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