

COLLECTIVE AGREEMENT

BETWEEN

BELL ALIANT REGIONAL COMMUNICATIONS LP

RECEIVED
JUN 25 2008

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 559**

Effective from February 1 2008 to December 31 2009

13851 (01)

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IBEW COLLECTIVE AGREEMENT

Article 1 - Preamble and Purpose

In the interest of the efficient conduct and administration of the **Company** affairs, it is desirable that there be harmonious relations between the **Company** and its Employees and fair and reasonable remuneration for their work - having regard to the responsibilities of such work, the nature of duties performed and the manner of their discharge, seniority and promotion in the service, and security of tenure of office.

This Agreement constitutes the entire Agreement between the Employer and the Union and the obligations undertaken and rights conferred herein are limited to the duration of this Agreement. No amendment, change or alteration to the Agreement shall be effective unless made in writing and signed by the authorized representatives of the parties of this Agreement.

Article 2 - Recognition

2.01 Sole Bargaining Agent - The **Company** recognizes Local 559 of the International Brotherhood of Electrical Workers as the sole bargaining agent for all Employees whose classification are listed in Article 21 of this Agreement and any new classifications which may be created or established during the term of this Agreement, save and except KMTS Central Office Supervisor, KMTS Outside Plant Supervisor, members of CUPE Local 191, IAF Local 943, Kenora Police Association, CUPE Local 1000, Supervisory personnel, employees employed in a confidential capacity, Museum Employees, Library Employees, **Advertising and Promotions Manager, Manager of Finance and Regulatory Affairs, KMTS Business Sales Representative, KMTS Executive Assistant, KMTS Network Engineer and KMTS Sales Support Specialist.**

2.02 Whenever masculine or feminine references are used in this Agreement, it is understood that the opposite feminine or masculine references are also implied and intended. Similarly, any references to employees in the singular can be assumed to apply to the plural.

Article 3 – Management’s Rights

3.01 The Union acknowledges that the **Company** has the exclusive right to manage its business and direct the working forces, make, amend and enforce such rules and regulations as shall from time to time be required consistent with the terms of this Agreement.

3.02 The Union has all rights, which are specified in the subsequent provisions of this Agreement. All matters concerning the operations of the Employer and which are not specifically dealt with herein shall be reserved to the Employer.

Article 4 - Union Security and Check Off

4.01 Union Membership

As a condition of employment, all new Employees coming within the scope of the bargaining unit shall after one (1) month's employment become a Member of the Union.

4.02 Compulsory Check Off

Upon receipt of authorization cards duly signed by the Employee, regular monthly union dues shall be deducted from the pay of each Employee and forwarded to the Financial Secretary of the Union before the tenth (10th) of the following month, accompanied by a list of Employees on whose behalf the deductions were made.

4.03 Indemnification of Management

In consideration of this deduction and forwarding service by Management, the Union agrees to indemnify and save Management harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

Article 5 - Employee Categories

5.01 Temporary Employees

a) Temporary Employees are persons hired for a period not to exceed **one (1) year** such longer periods as are mutually agreed to by the parties. Temporary Employees will not accrue seniority or be involved in job progression and are subject to lay-off or termination without recourse to the Grievance Procedure.

b) In cases where temporary Employees are required, Management may employ such persons without posting and may fill such positions at the discretion of the Employer and there shall not be considered to be a vacancy.

5.02 Probationary Employees

Probationary Employees are persons hired to determine their suitability for continuing employment in regular positions. An Employee shall be considered probationary for three (3) calendar months at the discretion of Management. At the end of his or her probationary period, his or her date of hiring will be established as his or her date of commencement of employment. During this probationary period, Employees will not accumulate seniority and are subject to lay-off or termination without recourse to the Grievance Procedure.

5.03 Regular Employees

Regular Employees are persons who have successfully completed a probationary period and are working in positions covered by this Agreement.

5.04 Student

"Student" is defined as a person who is employed for a period not to exceed four (4) months, unless mutual agreement between the parties and who was a student in a school, college, university, or other educational institution prior to being employed by the Employer or who may be working under a co-operative work study program and is employed at any time by the Employer and who is intending to return to school at the end of the vacation period or work study program.

Students shall not accrue seniority but they shall pay Union dues. The wage rate for a student shall be as set out in the Wage Schedule.

Students shall be terminated at the end of the school vacation period or work-study program and no grievance may be filed with respect to such termination.

Article 6 - Grievance and Arbitration Procedure

6.01 Definition

A grievance is defined as any difference between the Employer and an Employee as to the interpretations, application, administration, or alleged violation of the Agreement. A grievance shall specify the clause or clauses in the Agreement, which is alleged to have been violated.

6.02 Grievance Procedures

An effort shall be made to settle grievances fairly and promptly and it is understood that an Employee has no grievance until he/she has first given his/her **Supervisor** the opportunity of adjusting his/her complaint. If an Employee has a complaint he/she shall, either alone or accompanied by the Steward, first take the complaint up with his/her **Supervisor** or his/her designate who will attempt to adjust it. Such complaint must be submitted within thirty (30) days after the occurrence of the circumstances giving rise to the grievance or within thirty (30) days from the time when the aggrieved Employee should have known of the occurrence of the event upon which the complaint is based. The **Supervisor** shall give his/her response to the complaint within five (5) calendar days and, failing settlement, it may then be taken up as a grievance within five (5) calendar days following the decision of the General Manager in the following manner:

Step 1: The Employee may present his/her grievance in writing to his/her General Manager. The grievance shall be on an I.B.E.W. form approved by the Employer and the Union and shall specify the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated.

The General Manager or his/her designate shall meet with the Union Steward and/or his/her designate and shall give his/her reply in writing to the Steward not later than four (4) days following the receipt by the General Manager or his/her designate of the written grievance.

Step 2: If a settlement satisfactory to the Employee is not reached in Step 1, the written grievance may be taken by the Union to the Administrator within four (4) days after the decision in Step 1. The Union will be given an opportunity to discuss the grievance with the Administrator. The Administrator shall render a decision in writing to the Employee or to such Steward not later than

four (4) days following the presentation of the written grievance to the Administrator.

6.03 Time Limits

Time limits shall be computed by excluding Saturday, Sunday, paid holidays and an Employee's regular days off. Failure to the Employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire and shall not be the subject of a new grievance. Failure of the Employer to meet its time limit shall permit the aggrieved Employee to take the grievance to the next succeeding step, provided he/she presents the grievance at this next step within four (4) days after the expiration of the said time limit. Any agreement as to an extension of time shall be valid only if mutually agreed to in writing by both parties.

6.04 Grievance Meetings

Meetings held in conjunction with the grievance procedure will be held on the Employer's premises.

6.05 Replies and Grievances

Replies to grievances shall be in writing at all steps of the Grievance Procedure.

6.06 Grievance Referred to Arbitration

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union, may, within thirty (30) days following receipt of the answer from the Administrator, notify the Employer in writing of its desire to submit the difference or allegation to arbitration. However, it is acknowledged and understood that the Grievance Procedure must be exhausted in its entirety before the grievance can be referred to arbitration.

6.07 Failure to Submit to Arbitration

If the grievance is not referred to arbitration within the same thirty (30) day period the grievance will be conclusively deemed to have been finally abandoned.

6.08 Arbitration Panel

Any matter so referred to arbitration, including any questions **as** whether a matter is arbitral, shall be heard by an Arbitration Board composed of an appointee from each of the Union and the Employer and a third person who shall be Chairperson or, on the agreement of the parties, a sole arbitrator who shall function as Chairperson, the Chairperson to be selected **as** per the Labour Relations Act of Ontario.

6.09 Decision of the Board

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

6.10 Authority of Arbitration Board

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement or any part of it nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for a grievance under this Agreement.

6.11 Compensation of Arbitration Board

The Union and the Employer shall each be responsible for the fees and expenses of its own appointee and one-half of the fees and expenses of the Chairman or single Arbitrator.

6.12 Place of Hearing

Arbitrations shall be heard at Kenora, Ontario, or at such other places as may be agreed upon by the Union and the Employer.

Article 7 - Union or Employer Grievance

7.01 Policy Grievances and Complaints

A complaint or grievance arising directly between the **Company** and the Union covering the interpretation, application, administration or alleged violation of the Agreement, which may be considered a policy matter, shall be originated at Step 1 of Article 6.02. If settlement is not reached between the parties, the grievance will then proceed to Step 2 of Article 6.02. If settlement is not reached between the parties the grievance may be submitted to arbitration in accordance with Article 6 of this Agreement.

Article 8 - Discharge Procedure

8.01 Alleged Wrongful Discharge

If an Employee who has completed his or her probationary period believes he or she has been wrongfully discharged, he or she may file a written grievance with the Administrator within five (5) calendar days after he or she has been given notice of discharge. Step 1 of the grievance procedure shall be omitted in that case.

8.02 Discharge and Grievance Settled

A discharge grievance may be settled by the parties by confirming the Employer's action in dismissing the Employee; or by reinstating the Employee with full compensation and seniority; for time lost or by any other arrangement, which is just and equitable in the opinion of the conferring parties.

8.03 Arbitration Decisions

If a discharge grievance goes to arbitration, the Board of Arbitration or Arbitrator may:

- a) Confirm the dismissal of the Employee; or
- b) Reinstatement the Employee with full compensation for time lost; or
- c) Substitute such other penalty for the discharge, as the Arbitration Board or Arbitrator deems just and reasonable in all circumstances.

8.04 Employee Reprimands

Whenever the Employer delivers a written reprimand to an Employee, the Employer shall send a copy of the written reprimand to the Union Steward within five (5) days.

8.05 Personnel Files

Personnel files will be cleared of any written dissatisfaction concerning an employee's work after twenty-four months of good performance.

Article 9 - Strikes/Lockouts

9.01 No Strikes or Lockouts

No strikes or lockouts shall occur during the life of this Agreement

9.02 Refusal to Cross Picket Lines

The Employer recognizes the refusal of Employees to cross picket lines in a legal strike and failure to cross picket lines shall not be grounds for disciplinary action.

Article 10 - Discrimination

| The **Company** and the Union agree they shall not discriminate against any Employee.

Article 11 - Hours of Work and Overtime

11.01 Regular Day Workers

Eight (8) hours shall constitute one (1) day. The said eight (8) hours shall be from 0800 hours to 1630 hours, Monday to Friday inclusive, making a total workweek of forty (40) hours. The normal unpaid lunch break is from 1200 hours to 1230 hours. Under special circumstances requested by the supervisor or employee the unpaid lunch break may be scheduled from time to time as any thirty (30) minute period between 1130 and 1300 hours.

11.02 Uninterrupted Overtime

Uninterrupted Overtime is a continuation of a typical tour of duty beyond 1630 hours. All employees are eligible for Uninterrupted Overtime when necessary. It must be approved by the Supervisor or Manager in advance. For all time worked other than that set out in Clause 11.01, "Time and one-half" shall be paid:

- i) for the first (3) three hours immediately following the normal work day, as defined in 11.01.
- ii) double time shall be paid for all overtime worked during hours not covered in the time and one-half references preceding.

11.03 General Overtime Notice

The Employee will have the option for selecting payment for overtime at the appropriate overtime rate or the equivalent time off at the appropriate time for rate of pay calculation. Time may be taken off at a time mutually agreed between the employee and management. The employee will not be allowed to accumulate more than eighty (80) hours in the hour bank at any time. The employee may request and receive the total payout of his/her outstanding hour bank at any time.

11.04 Rotary Call-Out System

- (a) Call-Outs will be handled with a compulsory Standby System where technicians shall take turns going on standby for call-outs.
- (b) There will be only one technician on Standby at any given time from each Call-out List.
- (c) A technician on Standby is required to (1) carry a cell phone, (2) keep the cell phone charged and turned on, (3) answer all call-out requests, (4) take all call-outs and respond to all problems.
- (d) If required, a technician on a call-out can request assistance by asking the dispatcher to send additional staff (using the rotating Call-Out Lists).
- (e) A technician on Standby shall be paid a flat \$140.00 in arrears per week as standby pay.
- (f) All call-out overtime shall be paid at double time with no minimum payment.

- (g) The Standby System will be on a weekly basis, with technicians on the Call-Out Lists rotating in turn. Technicians can trade weeks where practicable, provided the dispatch centre and management are notified in advance.
- (h) The Standby System will be in effect seven days per week (Monday through Sunday) throughout the year, covering all hours except regular working hours.
- (i) There will be two Call-Out Lists (Outside List and Inside List), corresponding to the Outside Plant group and the Central Office group. Each of the Call-Out Lists will have a compulsory Standby System.
- (j) KMTS will have the option to establish an Internet List at an appropriate time in the future.
- (k) Only journeyman technicians shall be on the Call-Out Lists, but apprentices can be called out to assist if necessary. Apprentices shall not be eligible for Standby duty.
- (l) Technicians on Standby shall be allowed to take a KMTS vehicle home everyday after regular hours. The vehicle is not to be used for personal activities.

There shall be five Call-Out Lists: (1) Central Office List (2) Outside Plant List (3) Business System List (4) Cable List and (5) Cellular List.

11.05 Planned Overtime

This section is established for the purpose of identifying personnel to do planned overtime work as required. This does not replace or affect the emergency calling system through the Police Dispatch.

- a) Personnel to be selected from a rotating card system as kept by the management. Acceptance or refusal to work is to be recorded on each Employees card for each overtime situation.
- b) where possible, a list of those accepting overtime work, along with the nature, location and date of the work, is to be posted prior to the work being performed.
- c) It is understood that certain work may require personnel who are deemed by management to be qualified to perform such work. This could result in some Employees not being included in the selection process, such as in the case of line work that requires experience, skill and fitness for safety and injury prevention.
- d) where possible, the planned overtime should be brought to the attention of management by the appropriate foreman at least one week in advance.
- e) Management, in consultation with the appropriate Supervisor or technician, will determine the number of "Qualified" Employees and others required to perform the planned overtime work.
- f) It is understood and agreed that all regular Employees as defined in Article 5.03 are eligible for consideration for planned overtime.

11.06 An employee who works non scheduled overtime (that is, overtime without 48 hours notice), shall have the hours worked between midnight and 7:00 a.m. reduced from his next scheduled tour provided that the employee begins the next scheduled tour within eight hours of the conclusion of the overtime hours worked.

11.07 Travel Time

All time spent travelling to and from meetings and training requested by the Employer shall be paid for at the employee's regular straight time rate of pay. Travelling time shall be considered to include travelling from point A to point B including waiting periods beyond the employee's control up to a maximum of five hours. Any overnight accommodations are not compensated. At the request of the employer, travel arrangements will be scheduled in the most effective manner. If required to use own vehicle reimbursement will in accordance with **Company Policy**.

Article 12 - Paid Holidays

12.01 The following holidays will be recognized by the **Company**;

Last 4 hours prior to New Year's Day
Good Friday
Easter Monday
New Year's Day
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Last 4 hours prior to ~~Christmas~~ Day
Christmas Day
Boxing Day
Heritage Day when proclaimed by Federal or Provincial Government

12.02 Eligibility for Paid Holidays

Employees of the **Company** who have thirty (30) days continuous service will be paid for such holidays provided they have been at work or on an authorized leave of absence, provided such leave is less than thirty (30) continuous calendar days, during the scheduled days of work which immediately precede and follow such holidays.

12.03 Holidays Falling on Days Off

If any of the above days fall on an Employee's usual weekly day off, he will be given a day off with pay at a time mutually agreed upon between him and his Supervisor.

Article 13 - Vacations with Pay

13.01 Scheduling of Vacation

Vacations may be taken throughout the calendar year but the General Manager will make the final decision as to the time that any Employee will take his /her vacation after consideration has been given to the preference of the Employee, seniority and service requirements of the Employer. Preference of the Employees for vacation times will be indicated to the General Manager in writing by the Employee. For scheduling purposes, an Employee may schedule all vacation to which he/she is entitled in the calendar year at the time of vacation scheduling.

13.02 Payment of Vacation for Employment Less Than One Year

When employment is terminated before the completion of the initial twelve (12) months of employment, vacation pay will be computed and paid in accordance with the Employment Standards Act.

13.03 Qualifying Date

The qualifying date for vacation purposes will be the Employee's anniversary date of hire.

13.04 Vacation Entitlement

All Employees shall be granted annual vacations with pay, including the weekly day to days off on the following basis:

- After one (1) year continuous service - two (2) weeks vacation with pay
- After two (2) years continuous service - three (3) weeks vacation with pay
- After nine (9) years continuous service - four (4) weeks vacation with pay
- After fifteen (15) years continuous service - five (5) weeks vacation with pay.
- After nineteen (19) years continuous service – six (6) weeks vacation with pay
- After twenty (20) years continuous service – one (1) additional day per year

13.05 Prorated Vacation Credits

If a regular Employee has worked, received paid leave or leave as described in Article 17.03 (c) for less than 1525 hours in the vacation year he/she will receive vacation pay based on a percentage of his/her straight time hourly pay for the twelve (12) months ending with the Employee's service anniversary date.

- 2 weeks entitlement 4%
- 3 weeks entitlement 6%
- 4 weeks entitlement 8%
- 5 weeks entitlement 10%
- 6 weeks entitlement 12%

13.06 Temporary Employees

Vacation pay for temporary Employees shall be calculated in accordance with the Employment Standards Act.

13.07 Bonus Dags

Employees taking holidays between the first Monday in October and the last Friday in March will be granted one (1) additional day holiday for each week of holidays taken during the six month period.

Article 14 - Sick Leave

14.01 Sick Leave Definition

Sick leave means the period of time when a regular Employee who has completed the probationary period is permitted, by the Employer, to be absent from work with full pay due to sickness or accident rendering him/her unable to perform his/her regular duties as an Employee and not compensable under the Workplace Safety and Insurance Act.

14.02 Annual Sick Leave

Sick leave will be granted to regular Employees on the following basis:

- a)
 - i) Regular Employees shall be entitled to eighteen (18) days sick leave per year, accumulated on the basis of one and one-half (1 1/2) days per month.
 - ii) When a probationary Employee attains regular status his total continuous service with the **Company** shall be used to calculate his sick leave entitlement.
 - iii) Sick Leave shall not accumulate during periods when **an** employee is absent for more than thirty (30) consecutive calendar days on one or more of the following:
 - 1) absent on sick leave
 - 2) Authorized leave of absence without pay
 - 3) on Workers' Compensation
 - 4) unauthorized absence without pay
- b) When abuse of sick leave is suspected by the Employer, proof of disabling sickness or accident must be furnished by a duly qualified medical practitioner if requested by the Employer.
- c) After a prolonged illness or disability of one (1) month or more duration a doctor's certificate of fitness may be required before an Employee is permitted to return to work.
- d) An Employee will not be entitled to sick pay:
 - i) during a period of lay-off or leave of absence without pay.

- ii) during a vacation period unless the Employee is hospitalized during that period and presents proof of such hospitalization acceptable to the Employer.

14.03 Employees hired prior to January 1st, 1974, will be entitled to a payment in cash on normal retirement or death (payment to be made to beneficiary) while employed with the **Company**, equal to fifty percent (50%) of the unused sick leave credits. The maximum amount payable to the Employee will be equivalent of eight (80) days pay.

Employees hired prior to January 1, 1974, will be entitled to a payment in case of voluntary termination after ten (10) or more years of continuous service with the **Company** equal to twenty-five percent (25%) of their unused sick leave credits. The maximum amount payable to an Employee will be equivalent of forty (40) days pay.

14.04 Non-payment of Unused Sick Leave Credits

Employees hired on or after January 1, 1974, may use sick leave credits for sickness purposes only. There will be no vesting of sick leave credits to provide these Employees with a retirement gratuity or a payment in the event of death or termination while employed.

14.05 Sick Leave Records

A record of all unused sick leave will be kept by the Employer.

14.06 Non-Regular Employees Sick Leave

Employees other than regular Employees shall be entitled to sick leave credits on a pro-rata basis as the number of days worked per month bears to the number of days worked per month by a regular Employee.

14.07 Sick Leave Incentive Program

In an effort to ensure the proper use of sick leave the employer will pay out to a maximum of three (3) days pay to employees for the following unused sick leave days in each calendar year:

- for six (6) unused sick days in a calendar year, the employee will be paid out for one (1) day.
- for twelve (12) unused sick days in a calendar year, the employee will be paid out for two (2) days.
- for eighteen (18) unused sick days in a calendar year, the employee will be paid out for three (3) days.

The Incentive pay will be paid in the first pay period of January of the following year.

Article 15 - Employee Benefits

15.01 The plan shall cover each full-time employee and his eligible dependants as defined in the Company Policies until the age of 65.

15.02 Benefit coverage - Based on the normal rules of the Omniflex program:

Employer-paid benefits:

Basic life and accident, business travel accident insurance
Long-term disability coverage
Pool of flexdollars (starting at \$500)

Employee Optional coverage:

Enhanced health care coverage
Additional flex dollars if opt out of plans
Maximize purchase of Bell Aliant units
Buy extra vacation days

15.03 Pension Plan - Bell Aliant Pension Plan

- e Employees hired before December 31, 2003 = DB (Define benefits)
 - Employees hired after January 1st 2004 = DC (Define contribution)
- The rules of the Pension Plan will be those of the Company.

15.04 OMERS

It will be a condition of employment that every regular Employee participates in the Ontario Municipal Employee Retirement System Plan in accordance with its terms. Effective January 1st, 1982, the Employer shall provide to those Employees employed as of December 31st, 1966 and whose subsequently retire, pension benefits equal to those provided under to OMERS Type 1 Plan.

15.05 Employee Absent from Work

When an Employee is absent from work on unpaid leave in excess of thirty (30) calendar days, the Employee is responsible for the full payment of subsidized Employee benefits in which he is participating during such period of absence.

15.06 Change of Carriers

The Employer may substitute carriers for any of the above named plans provided it informs the Union in advance, and provides benefits that are equivalent coverage as those provided by the Carrier at the time of the substitution.

15.07 Dependants Coverage

The Employer will cover dependent coverage to the age 25 as long as they are attending school.

Article 16 - Probationary Period and Seniority

16.01 Definition of Seniority

Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer. Seniority shall operate on a bargaining unit wide basis.

16.02 Seniority lists

Upon the signing of this Agreement and annually thereafter the Employer shall post on bulletin boards in all offices and furnish the Union with a seniority list for regular Employees. Where two (2) or more Employees commenced work on the same day, the greater seniority shall be given to the Employee with the earliest date of application for employment.

16.03 Probation for Newly Hired Regular Employees

Each newly-employed regular employee shall be on probation until he/she has completed three (3) calendar months of active continuous service with the Employer. The Employer may, in its discretion extend the probationary period of any Employee for a further three (3) consecutive months of active employment providing the Employee and the Union are notified of such extension in writing no later than the two (2) week period preceding the expiration of the three (3) months and providing the Union agrees to such extension. Where such extension is granted by the Employer, the notice to the Union in writing shall set out the basis for such extension and the Employee will be made aware of the reasons for the extension including any evaluation. On successful completion of the probationary period the Employee will be credited with seniority from the first day worked in his last continuous employment with the Employer.

A temporary Employee shall not accrue seniority and if he/she is subsequently hired as a regular Employee, he/she must complete the requisite probationary period.

A probationary Employee will have no seniority rights during his/her probationary period and the dismissal, termination or lay-off of a probationary Employee shall not be the subject matter of a grievance under the provisions of the Collective Agreement.

16.04 Loss of Seniority and Termination of Employment

Continuity of service shall be considered broken and employment terminated when:

- a) **An** Employee quits or is discharged (and the discharge is not reversed through the Grievance Procedure);
- b) an Employee fails to report to work at the termination of a leave of absence or within one (1) week being recalled to work, confirmed by registered mail, unless a reason satisfactory to the Employer is given;

c) an Employee has not worked more than twelve (12) months because of lay off.

d) An Employee who has not been in receipt of pay for any reason for a period of thirty-six (36) months shall be terminated by the Employer at the end of the thirty-six (36) month period. For the purpose of this clause, an Employee shall not be considered to be in receipt of pay when he/she receives L.T.D. or W.S.I.B.

16.05 Posting of Vacancies

The Employer shall post notice of vacancy or newly created position on the bulletin board for a minimum of five (5) working days so that interested Employees may make application for such position and the Employer shall also send a copy to the Recording Secretary of the Union. Such notice shall contain the following information:

- nature of position, required knowledge and education, ability and skill, wage rate or range.

16.06 Temporary Vacancies

Temporary vacancies within the bargaining unit which will not or are not expected to exceed **one year** (including vacancies arising as a result of special projects for a specific period) and temporary vacancies within the bargaining unit caused by absence due to illness, accident, leaves of absence (including pregnancy leave and adoption leave) vacation, the vacating of a position while posting procedures are being completed and transfer need not be posted. Such temporary vacancies need not be filled at the discretion of the Employer, except that the senior qualified Employees, beginning with the most senior, must be given the opportunity to fill the position. If no regular Employee is available and qualified or wishes the position, then such vacancy, if filled, may be filled on a temporary basis by other than a regular Employee and there shall be no requirement to post such vacancies.

16.07 Seniority Factors

The Employer and the Union agree in the case of promotions (other than promotions to positions outside the bargaining unit) and lay-off or recall the following factors shall be considered:

- a) qualifications including ability, knowledge, education, skill and experience;
- b) length of continuous service.

The Union agrees that the qualifications in factor (a) must govern, and only where such qualifications of the Employees are relatively equal, will factor (b) govern. If the vacancy is not filled as a result of the job posting and if, in the opinion of the Employer, there are no suitable applicants who are qualified, without a reasonable amount of training, to perform the duties and responsibilities of the job in question, the Employer may fill such vacancies in its discretion and may consider other applicants. In such an instance the Employer shall inform each internal applicant in writing that another applicant has been chosen.

- ii) Lay-offs and recalls – In the case of lay-off or recall seniority shall be the determining factor. The Telecommunications and Internet areas are separate areas in case of lay-off.

16.08 Notice of Appointment

Notice of the appointment of any Employee to such position shall be given to the Union five (5) working days before such appointment becomes effective.

16.09 Trial Period of New Appointments

Any Employee accepting such appointment shall be given a trial period of not less than thirty (30) days and not more than sixty (60) days, at the end of which time he may continue in the position, if services are satisfactory, or return to his/her former position without loss of standing.

16.10 Notices

Any notice to any Employee under this Agreement may be given personally in writing or prepaid registered post addressed to the Employee at his last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when confirmation of delivery is received from the postal authorities.

16.11 Lay-offs and Recalls

The Employer shall give each Employee in the bargaining unit who has acquired seniority and who is laid off, notice in writing of his lay-off in accordance with Employment Standards Act.

Such notice will be handed to the Employee and a signed acknowledgment requested.

16.12 Bumping

In the case of a lay-off, an Employee shall not be allowed to bump upward to a higher classification.

Article 17 - Leave of Absence

17.01 Bereavement

a) Time off of up to four working days without loss of pay shall be granted to any Employee at the time of death of such Employee's:

i) Spouse, Common-Law Spouse, Child, Common-Law Child, Father, Mother, Father-in-Law, Mother-in-Law, Brother, Sister, Brother-in-Law, Sister-in-Law, Grandparents, Grandchildren.

b) Where the funeral is greater than two hundred (200) kilometres from **Kenora**, the Employee shall be entitled to eight (8) additional hours leave without loss of pay, providing the Employee attends the funeral.

c) One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral of KMTS Employees at the discretion of the Employer.

d) One day (1) leave shall be granted without loss of pay when an Employee is called upon to act as a Pallbearer **and for Spouses grandparents.**

17.02 Jury Duty

The **Company** shall grant leave of absence without loss of seniority to any Employee who serves as a juror or witness in any court within 640 km. of Kenora. The **Company** shall pay such Employee the difference between his regular earnings and the payment he/she receives for jury service or court witness excluding payment he receives for travelling or other expenses. The Employee will present proof of service and the amount of pay received.

17.03 Leave of Absence without Pay

a) Any Employee desiring leave of absence without pay shall be granted such leave on reasonable notice to the **Company** insofar as the regular operation of the Department in which he is employed will permit. Any such leave of absence shall not exceed a duration which, in the opinion of the **Company**, is reasonable.

Leaves of Absence - General

b) Seniority of regular Employees will continue to accumulate during leaves of absence of up to sixty (60) working days or such longer period as may be mutually agreed by the parties of this Agreement.

c) In the case of leave of absence without pay which exceeds sixty (60) days or such longer period as may be mutually agreed by the parties of this Agreement, seniority of regular Employees which was attained prior to the leave of absence will be frozen for the duration of the leave of absence. In this case, all costs (Employee and Employer costs) of the normal indemnities will be payable by the Employee for any period in excess of sixty (60) days, or such longer period as may be mutually agreed by the parties to this Agreement.

17.04 Union Functions

a) Upon adequate written notice to the Employer an Employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for receipt of such pay and benefits, subject to the following conditions:

- i) that not more than three (3) Employees at any one time shall be allowed such leave conditional upon not more than two (2) of these Employees being from the same duty area of the Employer;
- ii) that the total number days in any one calendar year for such leave for such Employee, shall not exceed twenty-five (25) days, except in the case of contract negotiations;
- iii) that such leave, if to be granted, must not affect the operation of the Employer

b) **An** Employee may apply to the Employer for a leave of absence without pay and without benefits for a period of one (1) year to serve in a full time position with the Union. Such request shall not be unreasonably withheld.

Article 18 - Allowances

18.01 Clothing and Safety

a) The **Company** shall supply the Employees with all necessary tools, rubber gloves and covers, rubber boots and climbing rubber boots for lineman, coats and hats, spurs, belts, hardhats, fall arrest devices, safety glasses, safety sunglasses, leather gloves, winter mitts with liners, coveralls subject to approval of **Manager** and all equipment necessary for the performance of their duties; and the **Company** shall replace such of the said equipment or supplies as it becomes necessary to replace when due to ordinary wear. All such equipment and supplies shall be supplied without cost to the Employee.

b) Effective January 1, 2005, a maximum of one-hundred and twenty-five dollars (\$125.00) will be subsidized by the **Company** to purchase one (1) pair of steel-toed shoes or boots per year. Employees may receive the equivalent of three (3) years subsidy in one year towards the purchase of quality safety boots.

c) Safety prescription eyeglasses are provided to the employee at no cost to the employee, limited to one pair per year unless proven to the Operations Manager that the safety eyeglasses were broken at work. If demonstrated that they were broken at work the Operations Manager can approve the purchase of a new pair of prescription safety glasses.

18.02 Employee Concession Telephone Service

All employees served by KMTS shall receive, at no cost, basic local telephone service and one Display set, including all switch-based calling features. Employees served by Bell shall receive a non-taxable benefit equal to the basic KMTS local rate.

All employees shall receive, at no cost, KMTS cellular service and a cellular set for business and personal use, but not including use for personal long distance.

18.03 Employees required to work beyond their regular hours of work will be provided with a meal to a maximum of twelve dollars (\$12.00) allowance by the Company when required to work 2 hours past their regular hours of work.

18.04 Payment for Supervision

a) The Lead Hand rate shall apply and be paid to one (1) individual designated by the **Company** when three (3) or more Employees are performing any job, provided that the Lead Hand so designated is also working. The Lead Hand rate will be offered to the senior person on the job.

b) When any Employee covered under this Agreement is required by management to fill a non-union supervisory position on a temporary basis due to an Employee being sick or on vacation, etc., the Employee filling this job shall be paid the lesser of:

- i) the rate for the position being relieved; or
- ii) fifteen percent (15%) above his own rate, all other provisions of this Agreement applying.

18.05 Worker's Compensation

a) When an Employee is absent and receiving Workplace Safety and Insurance Benefits, the **Company** agrees to continue to pay its portion of contributions on behalf of the Employee, for the period the Employee is covered, to the Pension Plan, OHIP, Group Insurance and Extended Health Care and Dental Plan and Vision Care provided such absence is less than thirty-six (**36**) months in duration.

b) Employees will continue to accrue seniority for the period they are receiving Workplace Safety and Insurance Benefits in the same way as if they were working, provided such absence is less than thirty-six (**36**) months in duration.

Article 19 - Committees

19.01 Labour Management Committee

A Labour-management committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall meet at the mutual agreement of the parties to discuss matters of common concern.

19.02 Workplace Health and Safety

a) Both parties agree to abide by the provisions of the Canada Labour Code Part II

b) Both parties agree to participate in the Joint Workplace Health and Safety Committee, and to abide by its rulings, directives and policies.

c) The Union agrees that Relieving Foreman and Lead Hands (upon appointment) are responsible for the safety of their crews.

Article 20 - Miscellaneous Provisions

20.01 Duties of Labourer

To perform unskilled work as assigned.

20.02 Assignment of Work

a) The **Company** undertakes to assign the work covered by this Agreement to its Employees on the basis of recognized trade practices established in the Utility Industry.

b) The **Company** also undertakes to ensure that all work falling within the scope of this Agreement is performed by properly qualified personnel on the basis of recognized trade practices established in the Utility Industry.

20.03 Transportation of Employees

The **Company** agrees to provide safe and heated transportation when required for the conveyance of personnel.

20.04 Geographic Location

The Union and the Employer agree that the geographic location of work covered by this Agreement includes the City of Kenora plus any location where KMTS provides service, owns assets or maintains equipment.

20.05 Employees will be paid for lost wages when required to obtain licences, certificates or a medical examination in connection with their employment. The Employer will pay the costs incurred in relation to same, excluding the annual fee for driver's licences.

20.06 Employees to Receive Copies of Agreement

The Employer will provide each Employee with a copy of this Agreement.

20.07 Time off to Perform Union Duties

Union Representatives will be permitted access and allowed reasonable time off without loss of pay to perform his/her on the job union duties. Notification will be given to the direct supervisor, if leaving the worksite.

20.08 Formal Training

The Employer is committed to provide such formal training to employees as is required to remain abreast of all new developments pertaining to the trades and jobs covered by the Collective Agreement with a view to obtain maximized efficiency of operations and service. Formal training is to include any of the following:

Instruction led or out of house, self-paced correspondence (hardcopy/CD), On-line computer based, on the job training.

20.09 Travel Expense Allowance

Travel expenses incurred by Employees on **Company** business shall be paid in accordance with the current **Company** policy.

Article 21 – Craft Progression and Classifications

21.01 Satisfactory Performance

All progressions listed in the wage schedule, Craft Progression and Classifications are subject to satisfactory performance and completion of prescribed courses, where applicable.

21.02 Craft Progression Program

Union and Management will jointly prepare, agree upon and implement a Craft Progression Program. **The Craft Progression Plan will be updated as required from time to time.**

21.03 Journeyperson Classifications

The following Journeyperson Classifications will be recognized by the Union and KMTS:

a) Outside Plant Technician and Senior Outside Plant Technician.

- Major Outside Plant craft disciplines include:
 - Line Work
 - Cable Splicing
 - Cable Replacement
 - Residential Installation and Repair
 - Small Business Installation and Repair
 - Wireless Installation and repair

b) Central Office Technician and Senior Central Office Technician

- Major Central Office disciplines include:
 - Switching
 - **Key Systems**
 - **PABX Systems**
 - **IP Systems**
 - Cellular
 - Transport
 - Power
 - IP Networking

- o Customer Service Orders

c) Stores Technician.

- Major Store disciplines include:
 - o Stores Operations
 - o Equipment Purchases
 - o Equipment Repairs

21.04 Journeyperson Advancement Structure and Descriptions

▪ Regular Journeyperson Steps

There are three steps of Regular Journeypersons, which are Technician 1, Technician 2 and Technician 3. Promotion from Technician 1 to Technician 2, and from Technician 2 to Technician 3 shall be in accordance with the Craft Progression Program. There is a nominal twelve (12) months between steps which could vary depending on job performance, skill development and training.

▪ Senior Technician Classifications

There are two classifications of Senior Technician in Outside Plant and Central Office as follows:

Senior Outside Plant Technician (up to three positions)

Senior Central Office Technician (up to three positions)

The Union and KMTS agree that these positions must be filled by highly skilled Journeypersons meeting the qualifications identified in the Craft Progression Program. KMTS will post all vacant Senior Technician positions as soon as possible after positions become vacant.

Technicians who have been at Technician 3 for at least twelve months are entitled to apply in writing for a promotion to Senior Technician if a posted vacancy exists. They must have the qualifications identified in the Craft Progression Program.

- The Union and the Employer agree that the intent of the Senior Technician Classification is to recognize an expert-level telecommunications technician who provides technical leadership and competent craft skills. It is agreed that the Senior Technician uses his/her technical leadership and craft skills in the following specific areas:

- To provide an exceptional level of ongoing technical expertise in his/her major disciplines, for the benefit of KMTS operations and KMTS customers.

- To provide an ongoing focus on the delivery of high quality customer service.

- To promote and support internal teamwork to achieve objectives.

- To take a leadership role in the training and development of apprentices and technicians.
- To promote and support safe working practices in KMTS.
- To support the development of technical solutions to improve service or to upgrade the KMTS network, working in partnership with KMTS management or suppliers.

The Union and the Employer agree that it is imperative that Senior Technicians maintain their technical expertise at an expert level through personal initiative and through ongoing training arranged and financed by the employer.

The Union and the Employer further agree that the annual job performance rating of Senior Technicians will be managed through KMTS's Job Planning & Review Program, and that Senior Technicians must maintain a satisfactory performance rating in order to retain Senior Technician status.

- Lead Hand

- The Lead Hand is a non-permanent classification to be paid under the guidelines set out in Article 18.04.

21.05 Apprentice Steps and Advancement Structure

- o Apprentice 4
- o Apprentice 3
- o Apprentice 2
- o Apprentice 1

The Craft Progression Program will ensure proper training and regular advancement of employees entering at the apprenticeship level. This Craft Progression Program will be reviewed on a regular basis.

As applied to apprentices, the Craft Progression Program will be based on a nominal four (4) year program. The maximum time spent at any step will be one (1) year; however, apprentices may advance through the steps earlier, **as** the criteria for the craft progression program are met.

The Union and KMTS agree that Apprentices can work in any Classification as part of their development, so long as the criteria of the Craft Progression Program are being met.

It is further agreed that both Journeypersons and Apprentices can move from one Classification to another as part of career development. Similarly, it is agreed that Journeypersons can be temporarily assigned to other Classifications if required for business purposes.

21.06 Miscellaneous Classifications

- Labourer – as described in Article 20.01.
- Student – as described in Article 5.04.

Article 22 – Wage Schedules

22.01 Wage Schedule

	January 1 st 2007	January 1 st 2008	January 1 st 2009
CLASSIFICATION			
Lead Hand	29.54	30.43	31.04
Senior Technician	29.03	29.90	30.50
Technician Step 3	28.25	29.10	29.68
Technician Step 2	26.98	27.79	28.35
Technician Step 1	25.69	26.46	26.99
Apprentice 4	24.40	25.13	25.64
Apprentice 3	23.12	23.81	24.29
Apprentice 2	21.84	22.50	22.95
Apprentice 1	20.55	21.17	21.59
Labourer	18.58	19.14	19.52
Student	12.36	12.73	12.98

The retroactive will be paid in the 60 days after the ratification of the collective agreement between IBEW 559 and Bell Aliant.

Lead Hand	115% of Technician Step 1
Senior Technician	113% of Technician Step 1
Technician Step 3	110% of Technician Step 1
Technician Step 2	105% of Technician Step 1
Technician Step 1	100% of Technician Step 1
Apprentice 4	95% of Technician Step 1
Apprentice 3	90% of Technician Step 1
Apprentice 2	85% of Technician Step 1
Apprentice 1	80% of Technician Step 1

22.02 Pay Days

Each Employee shall be paid the wages due him/her every second Friday. If the normal payday falls on a statutory Holiday, Employees will be paid on the preceding workday.

Article 23 - Duration of Agreement

23.01 This Agreement shall come into force and take effect as of **February 1st 2008** and shall continue in full force and effect until **December 31, 2009**, and thereafter from year to year unless notice of termination, amendment, or alteration by either party to the other in writing is given at least sixty (60) days prior to the expiration of the said Agreement term or any subsequent yearly period.

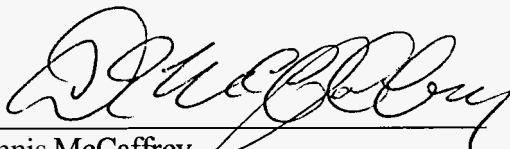
23.02 Following completion of negotiations, any resulting agreement or amendment, alterations or revision thereof shall be drawn up and signed with thirty (30) days.

IN WITNESS WHEREOF the parties hereto have affixed their seals as duly attested by:


EXECUTED this 26th day of May 2008.

**BELL ALIANT
REGIONAL COMMUNICATIONS LP**

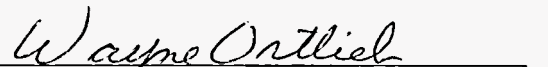
**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL 559 (Telephone Unit)**



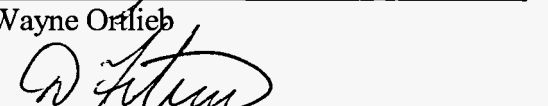
Dennis McCaffrey




Robert Mailhot




Wayne Ortlieb



Dave Fortner



Grant Alcock



Bill Matthews

LETTER OF UNDERSTANDING

BETWEEN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 559

AND

BELL ALIANT REGIONAL COMMUNICATIONS LP

SUBJECT: SUMMERTIME SHIFT CHANGE FOR KMTS BROADBAND WIRELESS CREWS ("Four and Three")

The **Company** agrees as follows:

When there is a need for two Broadband Wireless Crews in the busy season (two employees per crew), each crew shall work a shift consisting of four consecutive ten hour days for a total of forty (40) hours, as follows:

- (a) Crew **A** works Monday through Thursday from 7:30 AM to 6:00PM with a 30 minute lunch break. Crew **A** is off work Friday, Saturday and Sunday.
- (b) Crew **B** works Wednesday through Saturday from 7:30AM to 6:00PM with a 30 minute lunch break. Crew **B** is off work Sunday, Monday and Tuesday.
- (c) The two crews can rotate shifts after four weeks if requested, but must provide management at least two week's notice so as to accommodate customer scheduling.
- (d) It is understood and agreed that the Wireless Crews could get more or less than three days off at the end of each four week rotation if there is a rotation. Management will ensure that days off are equalized for the two crews over the Wireless busy season.
- (e) The first year of these "Four and Three" shifts will be conducted on a trial basis so as to learn about implementation issues and possible ways to improve the summertime shift. The IBEW and the **Company** agree to jointly review the results of the trial in order to identify opportunities for improvements in future years.

- (f) The "Four and Three" shifts will run nominally from the Tuesday following Victoria Day until the second Friday following Labour Day, depending on the scheduling of customer visits. The actual start date in 2007 might be one week later.
- (g) The "Four and Three" shifts can be discontinued with seven (7) days notice if there is insufficient workload, and they can be re-instituted with seven (7) days notice if the workload increases sufficiently.
- (h) **This letter of agreement shall remain in force until the end of the current collective agreement.**



For the Company



For the Union

Date

May 30, 2008

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**COLLECTIVE AGREEMENT
INTERNET AND SALES/MARKETING**

TABLE OF CONTENTS
COLLECTIVE AGREEMENT INTERNET AND SALES/MARKETING

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Collective Agreement

Internet and Sales and Marketing

Article 1 - Preamble and Purpose

In the interest of the efficient conduct and administration of the **Company** affairs, it is desirable that there be harmonious relations between the **Company** and its Employees and fair and reasonable remuneration for their work - having regard to the responsibilities of such work, the nature of duties performed and the manner of their discharge, seniority and promotion in the service, and security of tenure of office.

This Agreement constitutes the entire Agreement between the Employer and the Union and the obligations undertaken and rights conferred herein are limited to the duration of this Agreement. No amendment, change or alteration to the Agreement shall be effective unless made in writing and signed by the authorized representatives of the parties of this Agreement.

Article 2 - Recognition

2.01 Sole Bargaining Agent

The **Company** recognizes Local 559 of the International Brotherhood of Electrical Workers as the sole bargaining agent for all Employees whose classification are listed in Article 21 of this Agreement and any new classifications which may be created or established during the term of this Agreement, save and except KMTS Central Office Supervisor, KMTS Outside Plant Supervisor, members of CUPE Local 191, IAF Local 943, Kenora Police Association, CUPE Local 1000, Supervisory personnel, employees employed in a confidential capacity, Museum Employees, Library Employees, **Advertising and Promotions Manager, Manager of Finance and Regulatory Affairs**, KMTS **Business** Sales Representative, KMTS Executive Assistant, KMTS Network Engineer and **KMTS Sales Support Specialist**.

2.02 Whenever masculine or feminine references are used in this Agreement, it is understood that the opposite feminine or masculine references are also implied and intended. Similarly, any references to employees in the singular can be assumed to apply to the plural.

Article 3 – Management’s Rights

3.01 The Union acknowledges that the **Company** has the exclusive right to manage its business and direct the working forces, make, amend and enforce such rules and regulations as shall from time to time be required consistent with the terms of this Agreement.

3.02 The Union has all rights, which are specified in the subsequent provisions of this Agreement. All matters concerning the operations of the Employer and which are not specifically dealt with herein shall be reserved to the Employer.

Article 4 - Union Security and Check Off

4.01 Union Membership

As a condition of employment, all new Employees coming within the scope of the bargaining unit shall after one (1) month's employment become a Member of the Union.

4.02 Compulsory Check Off

Upon receipt of authorization cards duly signed by the Employee, regular monthly union dues shall be deducted from the pay of each Employee and forwarded to the Financial Secretary of the Union before the tenth (10th) of the following month, accompanied by a list of Employees on whose behalf the deductions were made.

4.03 Indemnification of Management

In consideration of this deduction and forwarding service by Management, the Union agrees to indemnify and save Management harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.

Article 5 - Employee Categories

5.01 Temporary Employees

(a) Temporary Employees are persons hired for a period not to exceed **one (1) year** or such longer periods as are mutually agreed to by the parties. Temporary Employees will not accrue seniority or be involved in job progression and are subject to lay-off or termination without recourse to the Grievance Procedure.

(b) In cases where temporary Employees are required, Management may employ such persons without posting and may fill such positions at the discretion of the Employer and there shall not be considered to be a vacancy.

5.02 Probationary Employees

Probationary Employees are persons hired to determine their suitability for continuing employment in regular positions. An Employee shall be considered probationary for three **(3)** calendar months at the discretion of Management. At the end of his or her probationary period, his or her date of hiring will be established as his or her date of commencement of employment.

During this probationary period, Employees will not accumulate seniority and are subject to lay-off or termination without recourse to the Grievance Procedure.

5.03 Regular Employees

Regular Employees are persons who have successfully completed a probationary period and are working in positions covered by this Agreement.

5.04 Student

"Student" is defined as a person who is employed for a period not to exceed four (4) months, unless mutual agreement between the parties and who was a student in a school, college, university, or other educational institution prior to being employed by the Employer or who may be working under a co-operative work study program and is employed at any time by the Employer and who is intending to return to school at the end of the vacation period or work study program.

Students shall not accrue seniority but they shall pay Union dues. The wage rate for a student shall be as set out in the Wage Schedule.

Students shall be terminated at the end of the school vacation period or work-study program and no grievance may be filed with respect to such termination.

Article 6 - Grievance and Arbitration Procedure

6.01 Definition

A grievance is defined as any difference between the Employer and an Employee as to the interpretations, application, administration, or alleged violation of the Agreement. A grievance shall specify the clause or clauses in the Agreement, which is alleged to have been violated.

6.02 Grievance Procedures

An effort shall be made to settle grievances fairly and promptly and it is understood that an Employee has no grievance until he/she has first given his/her **Supervisor** the opportunity of adjusting his/her complaint. If an Employee has a complaint he/she shall, either alone or accompanied by the Steward, first take the complaint up with his/her **Supervisor** or his/her designate who will attempt to adjust it. Such complaint must be submitted within thirty (30) days after the occurrence of the circumstances giving rise to the grievance or within thirty (30) days from the time when the aggrieved Employee should have known of the occurrence of the event upon which the complaint is based. The **Supervisor** or his/her designate shall give his/her response to the complaint within five (5) calendar days and, failing settlement, it may then be taken up as a grievance within five (5) calendar days following the decision of the General Manager in the following manner:

Step 1: The Employee may present his/her grievance in writing to his/her General Manager. The grievance shall be on an I.B.E.W. form approved by the Employer and the Union and shall specify the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated.

The General Manager or his/her designate shall meet with the Union Steward and/or his/her designate and shall give his/her reply in writing to the Steward not later than four (4) days following the receipt by the General Manager or his/her designate of the written grievance.

Step 2: If a settlement satisfactory to the Employee is not reached in Step 1, the written grievance may be taken by the Union to the CAO within four (4) days after the decision in Step 1. The Union will be given an opportunity to discuss the grievance with the CAO. The Administrator shall render a decision in writing to the Employee or to such Steward not later than four (4) days following the presentation of the written grievance to the CAO.

6.03 Time Limits

Time limits shall be computed by excluding Saturday, Sunday, paid holidays and an Employee's regular days off. Failure to the Employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire and shall not be the subject of a new grievance. Failure of the Employer to meet its time limit shall permit the aggrieved Employee to take the grievance to the next succeeding step, provided he/she presents the grievance at this next step within four (4) days after the expiration of the said time limit. Any agreement as to an extension of time shall be valid only if mutually agreed to in writing by both parties.

6.04 Grievance Meetings

Meetings held in conjunction with the grievance procedure will be held on the Employer's premises.

6.05 Replies and Grievances

Replies to grievances shall be in writing at all steps of the Grievance Procedure.

6.06 Grievance Referred to Arbitration

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union, may, within thirty (30) days following receipt of the answer from the Administrator, notify the Employer in writing of its desire to submit the difference or allegation to arbitration. However, it is acknowledged and understood that the Grievance Procedure must be exhausted in its entirety before the grievance can be referred to arbitration.

6.07 Failure to Submit to Arbitration

If the grievance is not referred to arbitration within the same thirty (30) day period the grievance will be conclusively deemed to have been finally abandoned.

6.08 Arbitration Panel

Any matter so referred to arbitration, including any questions as whether a matter is arbitral, shall be heard by an Arbitration Board composed of an appointee from each of the Union and the Employer and a third person who shall be Chairperson or, on the agreement of the parties, a sole arbitrator who shall function as Chairperson, the Chairperson to be selected as per the Labour

Relations Act of Ontario.

6.09 Decision of the Board

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

6.10 Authority of Arbitration Board

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement or any part of it nor to make any decision inconsistent therewith nor to deal with any matter that is not a proper matter for a grievance under this Agreement.

6.11 Compensation of Arbitration Board

The Union and the Employer shall each be responsible for the fees and expenses of its own appointee and one-half of the fees and expenses of the Chairman or single Arbitrator.

6.12 Place of Hearing

Arbitrations shall be heard at Kenora, Ontario, or at such other places as may be agreed upon by the Union and the Employer.

Article 7 - Union or Employer Grievance

7.01 Policy Grievances and Complaints

A complaint or grievance arising directly between the **Company** and the Union covering the interpretation, application, administration or alleged violation of the Agreement, which may be considered a policy matter, shall be originated at Step 1 of Article 6.02. If settlement is not reached between the parties, the grievance will then proceed to Step 2 of Article 6.02. If settlement is not reached between the parties the grievance may be submitted to arbitration in accordance with Article 6 of this Agreement.

Article 8 - Discharge Procedure

8.01 Alleged Wrongful Discharge

If an Employee who has completed his or her probationary period believes he or she has been wrongfully discharged, he or she may file a written grievance with the Administrator within five (5) calendar days after he or she has been given notice of discharge. Step 1 of the grievance procedure shall be omitted in that case.

8.02 Discharge and Grievance Settled

A discharge grievance may be settled by the parties by confirming the Employer's action in dismissing the Employee; or by reinstating the Employee with full compensation and seniority; for time lost or by any other arrangement, which is just and equitable in the opinion of the conferring parties.

8.03 Arbitration Decisions

If a discharge grievance goes to arbitration, the Board of Arbitration or Arbitrator may:

- a) Confirm the dismissal of the Employee; or
- b) Reinstatement the Employee with full compensation for time lost; or
- c) Substitute such other penalty for the discharge, as the Arbitration Board or Arbitrator deems just and reasonable in all circumstances.

8.04 Employee Reprimands

Whenever the Employer delivers a written reprimand to an Employee, the Employer shall send a copy of the written reprimand to the Union Steward within five (5) days.

8.05 Personnel Files

Personnel files will be cleared of any written dissatisfaction concerning an employee's work after twenty-four months of good performance.

Article 9 - Strikes/Lockouts

9.01 No Strikes or Lockouts

No strikes or lockouts shall occur during the life of this Agreement

9.02 Refusal to Cross Picket Lines

The Employer recognizes the refusal of Employees to cross picket lines in a legal strike and failure to cross picket lines shall not be grounds for disciplinary action.

Article 10 - Discrimination

The Company and the Union agree they shall not discriminate against any Employee.

Article 11 - Hours of Work and Overtime

11.01 Regular Day Workers

Eight (8) hours shall constitute one (1) day. The said eight (8) hours shall be from 0800 hours to 20:30 hours, Monday to Friday inclusive, making a total workweek of forty (40) hours. After five (5) consecutive hours an unpaid lunch break may be taken. Under special circumstances requested by the supervisor or employee the unpaid lunch break may be scheduled from time to time as any thirty (30) minute period. Due to the necessity for the Internet business to remain competitive hours may be required to be flexible. If required with 48 forty-eight hours notice a shift may be implemented. Notice of such shift will be circulated to those employees involved and posted.

11.02 Uninterrupted Overtime

Uninterrupted Overtime is a continuation of a typical tour of duty beyond 20:30 hours. All employees are eligible for Uninterrupted Overtime when necessary. It must be approved by the Supervisor or Manager in advance. For all time worked other than that set out in Clause 11.01, "Time and one-half" shall be paid:

- i) for the first (3) three hours immediately following the normal work day, as defined in 11.01.
- ii) double time shall be paid for all overtime worked during hours not covered in the time and one-half references preceding.

11.03 Call-Out Overtime

A call-out is defined as anytime an employee is called back to work after completing his or her assigned duties and leaving the premises, prior to his or her next scheduled shift. If a call out can be completed at home documentation of the call-out will be provided to the Supervisor and time will be rounded to the nearest half hour and will receive that time at straight time. Call-outs are needed in order to deal with significant after-hour internet and customer service problems. Otherwise he or she shall receive overtime rate of pay for each hour worked with a minimum payment of four (4) hours at straight time pay. Note: Call out concession in lieu of free internet service. (Discussion if this works for Marketing/Sales).

11.04 General Overtime Notice

The Company will have the option for selecting payment for overtime at the appropriate overtime rate or the equivalent time off at the appropriate time for rate of pay calculation. Time may be taken

off at a time mutually agreed between the employee and management. The employee will not be allowed to accumulate more than eighty (80) hours in the hour bank at any time. The employee may request and receive the total payout of his/her outstanding hour bank at any time.

11.05 Travel Time

All time spent travelling to and from meetings and training requested by the Employer shall be paid for at the employee's regular straight time rate of pay. Travelling time shall be considered to include travelling from point A to point B including waiting periods beyond the employee's control up to a maximum of five hours. Any overnight accommodations are not compensated. At the request of the employer, travel arrangements will be scheduled in the most effective manner. If required to use own vehicle reimbursement will in accordance with **Company** Policy.

Article 12 - Paid Holidays

12.01 The following holidays will be recognized by the **Company**:

- Last 4 hours prior to New Year's Day
- Good Friday
- Easter Monday
- New Year's Day
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Last 4 hours prior to ~~Christmas~~ Day
- Christmas Day
- Boxing Day
- Heritage Day when proclaimed by Federal or Provincial Government

12.02 Eligibility for Paid Holidays

Employees of the **Company** who have thirty (30) days continuous service will be paid for such holidays provided they have been at work or on an authorized leave of absence, provided such leave is less than thirty (30) continuous calendar days, during the scheduled days of work which immediately precede and follow such holidays.

12.03 Holidays Falling on Days Off

If any of the above days fall on an Employee's usual weekly day off, he will be given a day off with pay at a time mutually agreed upon between him and his Supervisor.

Article 13 - Vacations with Pay

13.01 Scheduling;of Vacation

Vacations may be taken throughout the calendar year but the General Manager will make the final decision as to the time that any Employee will take his /her vacation after consideration has been given to the preference of the Employee, seniority and service requirements of the Employer. Preference of the Employees for vacation times will be indicated to the General Manager in writing by the Employee. For scheduling purposes, an Employee may schedule all vacation to which he/she is entitled in the calendar year at the time of vacation scheduling.

13.02 Payment of Vacation for Employment Less Than One Year

When employment is terminated before the completion of the initial twelve (12) months of employment, vacation pay will be computed and paid in accordance with the Employment Standards Act.

13.03 Qualifying Date

The qualifying date for vacation purposes will be the Employee's anniversary date of hire.

13.04 Vacation Entitlement

All Employees shall be granted annual vacations with pay, including the weekly day to days off on the following basis:

- After one (1) year continuous service - two (2) weeks vacation with pay
- After two (2) years continuous service - three (3) weeks vacation with pay
- After nine (9) years continuous service - four (4) weeks vacation with pay
- After fifteen (15) years continuous service - five (5) weeks vacation with pay.
- After nineteen (19) years continuous service – six (6) weeks vacation with pay
- After twenty (20) years continuous service – one (1) additional day per year

13.05 Prorated Vacation Credits

If a regular Employee has worked, received paid leave or leave as described in Article 17.03 (c) for less than 1525 hours in the vacation year he/she will receive vacation pay based on a percentage of his/her straight time hourly pay for the twelve (12) months ending with the Employee's service anniversary date.

- 2 weeks entitlement 4%
- 3 weeks entitlement 6%
- 4 weeks entitlement 8%
- 5 weeks entitlement 10%
- 6 weeks entitlement 12%

13.06 Temporary Employees

Vacation pay for temporary Employees shall be calculated in accordance with the Employment Standards Act.

13.07 Bonus Days

Employees taking holidays between the first Monday in October and the last Friday in March will be granted one (1) additional day holiday for each week of holidays taken during the six month period.

Article 14 - Sick Leave

14.01 Sick Leave Definition

Sick leave means the period of time when a regular Employee who has completed the probationary period is permitted, by the Employer, to be absent from work with full pay due to sickness or accident rendering him/her unable to perform his/her regular duties as an Employee and not compensable under the Workplace Safety and Insurance Act.

14.02 Annual Sick Leave

Sick leave will be granted to regular Employees on the following basis:

- a)
 - i) Regular Employees shall be entitled to eighteen (18) days sick leave per year, accumulated on the basis of one and one-half (1 1/2) days per month.
 - ii) When a probationary Employee attains regular status his total continuous service with the **Company** shall be used to calculate his sick leave entitlement.
 - iv) Sick Leave shall not accumulate during periods when an employee is absent for more than thirty (30) consecutive calendar days on one or more of the following:
 - 1) absent on sick leave
 - 2) Authorized leave of absence without pay
 - 3) on Workers' Compensation
 - 4) unauthorized absence without pay
- b) When abuse of sick leave is suspected by the Employer, proof of disabling sickness or accident must be furnished by a duly qualified medical practitioner if requested by the Employer.
- c) After a prolonged illness or disability of one (1) month or more duration a doctor's certificate of fitness may be required before an Employee is permitted to return to work.
- d) An Employee will not be entitled to sick pay:
 - i) during a period of lay-off or leave of absence without pay.
 - ii) during a vacation period unless the Employee is hospitalized during that period and presents proof of such hospitalization acceptable to the Employer.

14.03 Employees hired prior to January 1st, 1974, will be entitled to a payment in cash on normal retirement or death (payment to be made to beneficiary) while employed with the **Company**, equal to fifty percent (50%) of the unused sick leave credits. The maximum amount payable to the Employee will be equivalent of eight (80) days pay.

Employees hired prior to January 1, 1974, will be entitled to a payment in case of voluntary termination after ten (10) or more years of continuous service with the **Company** equal to twenty-five percent (25%) of their unused sick leave credits. The maximum amount payable to an Employee will be equivalent of forty (40) days pay.

14.04 Sick Leave Records

A record of all unused sick leave will be kept by the Employer.

14.05 Non-Regular Employees Sick Leave

Employees other than regular Employees shall be entitled to sick leave credits on a pro-rata basis as the number of days worked per month bears to the number of days worked per month by a regular Employee.

14.06 Sick Leave Incentive Program

In an effort to ensure the proper use of sick leave the Employer will pay out to a maximum of three (3) days pay to employees for the following unused sick leave days in each calendar year:

- for six (6) unused sick days in a calendar year, the employee will be paid out for one (1) day.
- for twelve (12) unused sick days in a calendar year, the employee will be paid out for two (2) days.
- for eighteen (18) unused sick days in a calendar year, the employee will be paid out for three (3) days.

The Incentive pay will be paid in the first pay period of January of the following year.

Article 15 - Employee Benefits

15.01 Subject to Clause 16.03 the Employer will contribute for regular Employees as follows. **The plan shall cover each full-time employee and his eligible dependants as defined in the plan until the age of 65.**

15.02 Benefit coverage- Based on the normal rules of the Omniflex program:

Employer-paid benefits:

Basic life and accident, business travel accident insurance
Long-term disability coverage
Pool of flexdollars (starting at **\$500**)

Employee Optional coverage:

Enhanced health care coverage
Additional flex dollars if opt out of plans
Maximize purchase of Bell Aliant units
Buy extra vacation days

15.03 Pension Plan - Bell Aliant Pension Plan

- Employees hired before December **31, 2003** = DB (Define benefits)
 - Employees hired after January **1st 2004** = DC (Define contribution)
- The rules of the Pension Plan will be those of the Company.

15.04 OMERS

It will be a condition of employment that every regular Employee participates in the Ontario Municipal Employee Retirement System Plan in accordance with its terms. Effective January 1st, 1982, the Employer shall provide to those Employees employed as of December 31st, 1966 and whose subsequently retire, pension benefits equal to those provided under to OMERS Type 1 Plan.

15.05 Employee Absent from Work

When an Employee is absent from work on unpaid leave in excess of thirty (30) calendar days, the Employee is responsible for the full payment of subsidized Employee benefits in which he is participating during such period of absence.

15.06 Change of Carriers

The Employer may substitute carriers for any of the above named plans provided it informs the Union in advance, and provides benefits that are equivalent coverage as those provided by the Carrier at the time of the substitution.

15.07 Dependants Coverage

The Employer will cover dependent coverage to the age 25 as long as they are attending school.

Article 16 - Probationary Period and Seniority

16.01 Definition of Seniority

Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the **Employer**. Seniority shall operate on a bargaining unit wide basis.

16.02 Seniority lists

Upon the signing of this Agreement and annually thereafter the Employer shall post on bulletin boards in all offices and furnish the Union with a seniority list for regular Employees. Where two (2) or more Employees commenced work on the same day, the greater seniority shall be given to the Employee with the earliest date of application for employment.

16.03 Probation for Newly Hired Regular Employees

Each newly-employed regular employee shall be on probation until he/she has completed three (3) calendar months of active continuous service with the Employer. The Employer may, in its discretion extend the probationary period of any Employee for a further three (3) consecutive months of active employment providing the Employee and the Union are notified of such extension in writing no later than the two (2) week period preceding the expiration of the three (3) months and providing the Union agrees to such extension. Where such extension is granted by the Employer, the notice to the Union in writing shall set out the basis for such extension and the Employee will be made aware of the reasons for the extension including any evaluation. On successful completion of the probationary period the Employee will be credited with seniority from the first day worked in his last continuous employment with the Employer.

A temporary Employee shall not accrue seniority and if he/she is subsequently hired as a regular Employee, he/she must complete the requisite probationary period.

A probationary Employee will have no seniority rights during his/her probationary period and the dismissal, termination or lay-off of a probationary Employee shall not be the subject matter of a grievance under the provisions of the Collective Agreement.

16.04 Loss of Seniority and Termination of Employment

Continuity of service shall be considered broken and employment terminated when:

- a) An Employee quits or is discharged (and the discharge is not reversed through the Grievance Procedure);
- b) an Employee fails to report to work at the termination of a leave of absence or within one (1) week being recalled to work, confirmed by registered mail, unless a reason satisfactory to the Employer is given;
- c) an Employee has not worked more than twelve (12) months because of lay off.

d) An Employee who has not been in receipt of pay for any reason for a period of thirty-six (36) months shall be terminated by the Employer at the end of the thirty-six (36) month period. For the purpose of this clause, an Employee shall not be considered to be in receipt of pay when he/she receives L.T.D. or W.S.I.B.

16.05 Posting of Vacancies

The Employer shall post notice of vacancy or newly created position on the bulletin board for a minimum of five (5) working days so that interested Employees may make application for such position and the Employer shall also send a copy to the Recording Secretary of the Union. Such notice shall contain the following information:

- nature of position, required knowledge and education, ability and skill, wage rate or range.

16.06 Temporary Vacancies

Temporary vacancies within the bargaining unit which will not or are not expected to exceed **one (1) year** (including vacancies arising as a result of special projects for a specific period) and temporary vacancies within the bargaining unit caused by absence due to illness, accident, leaves of absence (including pregnancy leave and adoption leave) vacation, the vacating of a position while posting procedures are being completed and transfer need not be posted. Such temporary vacancies need not be filled at the discretion of the Employer, except that the senior qualified Employees, beginning with the most senior, must be given the opportunity to fill the position. If no regular Employee is available and qualified or wishes the position, then such vacancy, if filled, may be filled on a temporary basis by other than a regular Employee and there shall be no requirement to post such vacancies.

16.07 Seniority Factors

The Employer and the Union agree in the case of promotions (other than promotions to positions outside the bargaining unit) and lay-off or recall the following factors shall be considered:

- a) qualifications including ability, knowledge, education, skill and experience;
- b) length of continuous service.

The Union agrees that the qualifications in factor (a) must govern, and only where such qualifications of the Employees are relatively equal, will factor (b) govern. If the vacancy is not filled as a result of the job posting and if, in the opinion of the Employer, there are no suitable applicants who are qualified, without a reasonable amount of training, to perform the duties and responsibilities of the job in question, the Employer may fill such vacancies in its discretion and may consider other applicants. In such an instance the Employer shall inform each internal applicant in writing that another applicant has been chosen.

- iii) Lay-offs and recalls – In the case of lay-off or recall seniority shall be the determining factor. The Telecommunications and Internet areas are separate areas in case of lay-off.

16.08 Notice of Appointment

Notice of the appointment of any Employee to such position shall be given to the Union five (5) working days before such appointment becomes effective.

16.09 Trial Period of New Appointments

Any Employee accepting such appointment shall be given a trial period of not less than thirty (30) days and not more than sixty (60) days, at the end of which time he may continue in the position, if services are satisfactory, or return to his/her former position without loss of standing.

16.10 Notices

Any notice to any Employee under this Agreement may be given personally in writing or prepaid registered post addressed to the Employee at his last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when confirmation of delivery is received from the postal authorities.

16.11 Lay-offs and Recalls

The Employer shall give each Employee in the bargaining unit who has acquired seniority and who is laid off, notice in writing of his lay-off in accordance with Employment Standards Act.

Such notice will be handed to the Employee and a signed acknowledgment requested.

Article 17 - Leave of Absence

17.01 Bereavement

a) Time off of up to four working days without loss of pay shall be granted to any Employee at the time of death of such Employee's:

i) Spouse, Common-Law Spouse, Child, Common-Law Child, Father, Mother, Father-in-Law, Mother-in-Law, Brother, Sister, Brother-in-Law, Sister-in-Law, Grandparents, Grandchildren.

b) Where the funeral is greater than two hundred (200) kilometres from Kenora, the Employee shall be entitled to eight (8) additional hours leave without loss of pay, providing the Employee attends the funeral.

c) One-half (1/2) day leave shall be granted without loss of salary or wages to attend a funeral of KMTS Employees at the discretion of the Employer.

d) One day (1) leave shall be granted without loss of pay when an Employee is called upon to act as a Pallbearer **and for spouses grandparents.**

17.02 Jury Duty

The **Company** shall grant leave of absence without loss of seniority to any Employee who serves as a juror or witness in any court within 640 km. of Kenora. The **Company** shall pay such Employee the difference between his regular earnings and the payment he/she receives for jury service or court witness excluding payment he receives for travelling or other expenses. The Employee will present proof of service and the amount of pay received.

17.03 Leave of Absence without Pay

a) Any Employee desiring leave of absence without pay shall be granted such leave on reasonable notice to the **Company** insofar as the regular operation of the Department in which he is employed will permit. Any such leave of absence shall not exceed a duration which, in the opinion of the **Company**, is reasonable.

Leaves of Absence – General

b) Seniority of regular Employees will continue to accumulate during leaves of absence of up to sixty (60) working days or such longer period as may be mutually agreed by the parties of this Agreement.

c) In the case of leave of absence without pay which exceeds sixty (60) days or such longer period as may be mutually agreed by the parties of this Agreement, seniority of regular Employees which was attained prior to the leave of absence will be frozen for the duration of the leave of absence. In this case, all costs (Employee and Employer costs) of the normal indemnities will be payable by the Employee for any period in excess of sixty (60) days, or such longer period as may be mutually agreed by the parties to this Agreement.

17.04 Union Functions

a) Upon adequate written notice to the Employer an Employee elected or appointed to represent the Union at Union functions shall be allowed leave of absence with pay and benefits. The Union shall reimburse the Employer for receipt of such pay and benefits, subject to the following conditions:

i) that not more than three (3) Employees at any one time shall be allowed such leave conditional upon not more than two (2) of these Employees being from the same duty area of the Employer;

ii) That the total number days in any one calendar year for such leave for such Employee, shall not exceed twenty-five (25) days, except in the case of contract negotiations;

iii) that such leave, if to be granted, must not affect the operation of the Employer

b) An Employee may apply to the Employer for a leave of absence without pay and without benefits for a period of one (1) year to serve in a full time position with the Union. Such request shall not be unreasonably withheld.

Article 18 - Allowances

18.01 Clothing and Safety

Safety prescription eyeglasses are provided to the employee at no cost to the employee, limited to one pair per year unless proven to the Operations Manager that the safety eyeglasses were broken at work. If demonstrated that they were broken at work the Operations Manager can approve the purchase of a new pair of prescription safety glasses.

18.02 Employee Concession Telephone Service

All employees served by KMTS shall receive, at no cost, basic local telephone service and one Display set, including all switch-based calling features. Employees served by Bell shall receive a non-taxable benefit equal to the basic KMTS local rate.

All employees shall receive, at no cost, KMTS cellular service and a cellular set for business and personal use, but not including use for personal long distance.

18.03 Employees required to work beyond their regular hours of work will be provided with a meal to a maximum of twelve dollars (\$12.00) allowance by the Company when required to work 2 hours past their regular hours of work.

18.04 Worker's Compensation

a) When an Employee is absent and receiving Workplace Safety and Insurance Benefits, the **Company** agrees to continue to pay its portion of contributions on behalf of the Employee, for the period the Employee is covered, to the Pension Plan, OHIP, Group Insurance and Extended Health Care and Dental Plan and Vision Care provided such absence is less than thirty-six (36) months in duration.

(b) Employees will continue to accrue seniority for the period they are receiving Workplace Safety and Insurance Benefits in the same way as if they were working, provided such absence is less than thirty-six (36) months in duration.

Article 19 - Committees

19.01 Labour Management Committee

A labour-management committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall meet at the mutual agreement of the parties to discuss matters of common concern.

19.02 Workplace Health and Safety

(a) Both parties agree to abide by the provisions of the Canada Labour Code Part II

(b) Both parties agree to participate in the Joint Workplace Health and Safety Committee, and to abide by its rulings, directives and policies.

Article 20 - Miscellaneous Provisions

20.01 Duties of Labourer

To perform unskilled work as assigned.

20.02 Assignment of Work

a) The **Company** undertakes to assign the work covered by this Agreement to its Employees on the basis of recognized trade practices established in the Utility Industry.

b) The **Company** also undertakes to ensure that all work falling within the scope of this Agreement is performed by properly qualified personnel on the basis of recognized trade practices established in the Utility Industry.

20.03 Transportation of Employees

The **Company** agrees to provide safe and heated transportation when required for the conveyance of personnel.

20.04 –Geographic Location

The **Union and the Company** agree that the geographic location of work covered by this Agreement includes the City of Kenora plus any location where KMTS provides service, owns assets or maintains equipment.

20.05 Employees will be paid for lost wages when required to obtain licences, certificates or a medical examination in connection with their employment. The Employer will pay the costs incurred in relation to same, excluding the annual fee for driver's licences.

20.06 Employees to Receive Copies of Agreement

The Employer will provide each Employee with a copy of this Agreement.

20.07 Time off to Perform Union Duties

Union Representatives will be permitted access and allowed reasonable time off without loss of pay to perform his/her on the job union duties. Notification will be given to the direct supervisor, if leaving the worksite.

20.08 Formal Training

The Employer is committed to provide such formal training to employees as is required to remain abreast of all new developments pertaining to the trades and jobs covered by the Collective Agreement with a view to obtain maximized efficiency of operations and service. Formal training is to include any of the following:

Instruction led or out of house, self-paced correspondence (hardcopy/CD), On-line computer based, on the job training.

20.09 Travel Expense Allowance

Travel expenses incurred by Employees on **Company** business shall be paid in accordance with the current **Company** policy.

21.01 Wage schedules

Wages for IT and Customer Services staff

Name	Position	January 1st 2007	January 1st 2008	January 1st 2009
Don Matlock	Internet Technical support	18.56	19.12	19.50
Greg Dobinson	Internet Network Specialist	28.66	29.52	30.11
Georgina Johnston	Internet Account Representative	27.06	27.87	28.43
Deanna Lovas	Residential Services Coordinator	21.63	22.28	22.73

21.02 Pay Days

Each Employee shall be paid the wages due him/her every second Friday. If the normal payday falls on a statutory Holiday, Employees will be paid on the preceding workday.

Article 22 - Duration of Agreement

22.01 This Agreement shall come into force and take effect as of **February 1st, 2008** and shall continue in full force and effect until **December 31, 2009**, and thereafter from year to year unless notice of termination, amendment, or alteration by either party to the other in writing is given at least sixty (60) days prior to the expiration of the said Agreement term or any subsequent yearly period.

22.02 Following completion of negotiations, any resulting agreement or amendment, alterations or revision thereof shall be drawn up and signed with thirty (30) days.