

# COLLECTIVE AGREEMENT

between

UNIFOR LOCAL 6

and

NORTHERNTEL LIMITED PARTNERSHIP

Effective July 1, 2022 to June 30, 2026

***NorthernTel***



04016-13

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## **INTRODUCTION**

**Unifor** and NorthernTel Limited Partnership agree that our future will be influenced by our ability to provide customer service.

## **VISION**

To be the preferred supplier of high value multi-media solutions in Northern Ontario for customer advantage and enjoyment.

## **ARTICLE 1 - RECOGNITION AND SCOPE**

1.01 The parties agree that the Union is established as the sole and exclusive collective bargaining agent for the employees of the Company employed or based in the Province of Ontario, by order of the Canada Labour Relations Board dated March 30th, 1973.

1.02 This Agreement shall apply to all employees of the Company, except those excluded by law, save and except assistant supervisor, supervisors, and those above the rank of assistant supervisor and persons working in an agency office, that is, an office operated by a third party under contract with the Company, secretaries of: Officers of the Company, Departmental Directors, the Manager - Human Resources and any other similar classification which may hereafter be established, and any other classification excluded by the Canada Labour Relations Board.

The use in this Agreement of the words "supervisor, immediate supervisor, etc.", include all Management Representatives.

1.03 All provisions applying to regular part-time workers are contained in Article 31 of this Agreement. No other provisions of this Collective Agreement apply to regular part-time workers.

All provisions applying to temporary workers are contained in Article 32 of this Agreement. No other provisions of this Collective Agreement apply to temporary workers.

1.04 It is the Company's intention to use its own employees to perform bargaining unit work whenever possible and practical.

The Union shall be consulted prior to the engagement of a contractor to perform bargaining unit work.

1.05 Management employees will not normally perform bargaining unit duties.

## **ARTICLE 2 - NO DISCRIMINATION**

2.01 The Company agrees not to discriminate against any employee or group of employees because of their membership in or activity as herein authorized on behalf of the Union.

2.02 The Union agrees that employees are to be free to join or retain their membership in the Union, or not to join or retain their membership in the Union.

- 2.03 The Company agrees that permission for the National Representative of the Union responsible for the membership covered by this Agreement to enter the Company's premises will not be unreasonably withheld.
- 2.04 There shall be no unlawful discrimination against any employee for any reason by either the Company or the Union. The Parties also agree that no employee should be subject to sexual harassment.
- 2.05 The use in this Agreement of the masculine or feminine gender shall be construed as including both males and females and not as a specific sex designation.
- 2.06 The Company and the Union agree to abide by all aspects of the Canadian Human Rights Act.
- 2.07 **On March 21st, the International Day for the Elimination of Racial Discrimination, both the union and the company will recognize the importance of eliminating racism by observing a moment of silence.**

### **ARTICLE 3 - DEDUCTION FOR UNION DUES & SOCIAL JUSTICE FUND**

#### **Union Dues**

- 3.01 The Company will, during the life of this Agreement, deduct from the balance remaining, after all compulsory deductions and other deductions authorized by the employee are made, from the wages payable to the employee, the regular monthly Union dues. All employees (including probationary employees) shall, as a condition of employment, be deducted the regular monthly Union dues.

The Secretary/Treasurer of the Union will advise the Company in writing as to the amount of such dues and of any changes in the amount as may from time to time occur. The Company will not be subject to deducting initiation fees, insurance premiums, or special levies.

- 3.02 The deduction of Union dues shall become effective as of date of hire.
- 3.03 As soon as possible after the deduction of Union dues, the Company will remit to Unifor by cheque, the amount so deducted together with a list showing the amount deducted from the wages of each employee.
- 3.04 The Company will supply the Local Treasurer and the Union monthly with a list indicating all persons added to or removed from the bargaining unit. Such list will show the location of the above changes. The Union agrees that the Company will not be held liable for the accuracy of this list.

## **Social Justice Fund**

- 3.05 (a) The Company will deduct on behalf of all employees in the bargaining unit, an amount from their pay equivalent to one cent per regular hour worked for the purposes of the Social Justice Fund. Where an employee objects to the above-mentioned deduction, and the Company is informed of the objection in accordance with the provisions of Article 3.06, this amount shall not be deducted.
- (b) This deduction from pay will be processed on a per pay basis and will be remitted to the account of the registered charitable organization designated as the Unifor Social Justice Fund, as soon as possible after the end of each month.
- 3.06 Where an employee objects to the above-mentioned deduction, the employee shall notify in writing the Labour Relations Manager, of the Company and the Secretary of Local 6 of Unifor. The Unifor Social Justice Fund deduction will cease in the pay period following such notification.

## **General**

- 3.07 The Company will cease making such deductions when an employee is assigned to a position not covered by this Agreement with the exception of employees who are assigned to an acting or temporary management position.
- 3.08 If an employee who is absent on account of sickness, leave of absence, or for any other reason, has not sufficient earnings to cover Union Dues or Social Justice Fund deductions for the pay period in which Union Dues or Social Justice Fund deductions are regularly made, no Union Dues or Social Justice Fund deductions will be made from that employee for that month.
- 3.09 It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee, or on behalf of any employee, or employees, for amounts deducted from wages as provided in this Article.

## **ARTICLE 4 - RESERVATION OF MANAGEMENT RIGHTS**

- 4.01 It is agreed that the usual functions of management are retained exclusively by the Company, including the right to manage the business in all respects to hire, retire, dismiss, lay-off, discipline, promote, demote, and transfer employees to assign the work to be performed by them, and to determine the

standards of efficiency to be observed, except as to the restrictions and understandings set forth in this Agreement with respect to the above matters.

#### **ARTICLE 5 - UNION REPRESENTATION**

- 5.01 The Union agrees to establish arrangements which will enable all employees in the bargaining unit to have union representation with respect to complaints or grievances about the application or non-application of this Agreement.
- 5.02 The Union agrees to furnish the Company with the names of the executive officers and stewards of the local, and of any changes in or substitution of same as they occur before the Company is asked to recognize them.
- 5.03 The number of stewards necessary to carry out this Agreement shall be calculated on the basis of one (1) steward for each twenty (20) employees or portion thereof.
- 5.04 New bargaining unit employees will be provided with two hours of paid orientation upon hire. This orientation will be provided by a member of the bargaining unit.

#### **ARTICLE 6 - DUTIES OF STEWARDS**

- 6.01 The Union acknowledges that stewards as well as other members of Union Committees and Union Officers will continue to perform their regular duties on behalf of the Company, and that such a person will not leave his regular duties without obtaining permission from his immediate supervisor, and when resuming his regular duties after being engaged in duties on behalf of the Union he will report to his supervisor, and will give any reasonable explanation that may be requested with respect to his absence.

#### **ARTICLE 7 – COMPENSATION OF STEWARDS**

- 7.01 It is clearly understood that stewards and other Union Officers will not absent themselves from their duties unreasonably in order to deal with the grievances of employees or to attend meetings with management, and that in accordance with this understanding the Company will compensate such employees at their regular rate of pay for the time so spent in:
- (a) Dealing with grievances (including preparation time) and meetings with management;
  - (b) Traveling for the purpose of meeting with management; and
  - (c) Standing-by for the purpose of meeting with management.



- 7.02 Such compensation will not be allowed for time spent outside the employee's regular working hours, and the Company reserves the right to withhold payment if an unreasonable or abnormal amount of time is consumed in connection with the matters provided for.
- 7.03 Stewards and other Union Officers required by management to travel for the purpose of meeting with management to deal with grievances shall be recompensed for such travel expense, meals and lodging as provided in the Company travel allowance practice.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

"Day", for purposes of this Article, shall mean any day that is not a Saturday, Sunday or one of those holidays specified in Section 25.07 of this Agreement.

- 8.01 Complaints of employees or management shall be adjusted as quickly as possible. An employee, if he/she has a complaint or problem, must discuss such a problem with the First Level Manager involved within twenty (20) days from the time the employee knew or could reasonably be expected to have known of the event giving rise to the complaint. The employee has the right to enlist the assistance of a Steward. The manager must expeditiously deal with the complaint within five (5) days, utilizing Human Resources/Labour Relations as a resource to ensure the Collective Agreement is followed.
- 8.02 Throughout the Complaint/Grievance process, time frames must be adhered in order to ensure expeditious handling of these issues. Time limits may be extended by mutual agreement in writing.
- 8.03 If the Complaint cannot be settled as in Section 8.01, the employee will enlist the assistance of a steward and they will prepare a written grievance. This written grievance will be presented to the Union Executive, for their review, prior to its issuance to the Company.
- 8.04 The word "grievance" as used in this Agreement means any dispute or difference between an employee and/or the Union on the one hand, and the Company on the other hand, involving the meaning or application of, or compliance with, the provisions of this Agreement, and shall relate only to a dispute or difference which arises subsequent to the date of this Agreement.
- 8.05 Should the Union issue the grievance, it will be submitted to the Regional Manager/Team Lead of the Department within ten (10) days of the disposition of the matter in Section 8.01, who will set up a Step 1 meeting with all the involved parties in attendance.

The Union shall be represented by the Chief Steward; in addition, the grievor may also attend the meeting. For training purposes, or when the Chief

Steward is attending the meeting via video or teleconference from a different location than the grievor, a second representative may attend the meeting (the second representative must be from a different functional group). The Company will respond, in writing, to the written grievance within ten (10) days of the meeting.

- 8.06 If the Union is satisfied with the response, it will advise the Company of its settlement. Should the Union wish to carry the grievance further it will request, within ten (10) days of the Company's reply as per Section 8.05, a Step 2 meeting with the Director of the Department and member of the Labour Relations Team.
- 8.07 The meeting requested in 8.06 will be held within twenty (20) working days of the request and the Company will respond to the Union in writing within ten (10) days of the meeting.
- 8.08 The Company shall have the right to initiate a grievance at Step 2 of the Grievance procedure.
- 8.09 The Union shall have the right to initiate a group grievance, or a general policy grievance at Step 2 of the grievance procedure.
- 8.10 The Company undertakes that it will not attempt to settle a grievance directly with an employee if his grievance has already been discussed with the Company by the Union.
- 8.11 At any step in the grievance procedure, a grievance may be settled by:
- (a) Upholding the Company's actions
  - (b) Reversing the Company's action
  - (c) Any other arrangement which is acceptable to the parties.
- 8.12 If not satisfied after the completion of the above steps either party may refer the dispute to a single arbitrator to be mutually agreed to by both parties.
- 8.13 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance in question.
- 8.14 (a) Each of the parties hereto shall equally bear the expenses and/or fees of the Arbitrator.
- (b) Except as aforesaid, each of the parties hereto shall bear all expenses, incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

- 8.15 The Arbitrator shall not have jurisdiction or power to make any decision inconsistent with the terms of this Agreement, nor to alter, modify or amend this Agreement, but shall base his decision on the contractual rights of the parties as disclosed by this Agreement.
- 8.16 The decision of the Arbitrator is final and binding upon the parties and upon any employee affected by it.

### **ARTICLE 9 - DISCIPLINE**

9.01 No employee covered by this Agreement shall be disciplined in any manner, demoted, suspended or discharged except for just cause.

9.02 In the case of a discharge or suspension of an employee who has attained seniority, the Company will issue to the employee a written notice stating the reasons for his discharge or suspension at the time it is taken or as soon thereafter as possible, however within seven (7) days of the disciplinary action. A copy of this notice will be given to the employee's steward.

An employee who is dismissed shall be furnished reasonable travel expenses to return to his normal location. A reasonable meal allowance shall be included if the traveling time embraces mealtime.

An employee who is suspended shall be returned to his normal location in accordance with the foregoing or provided accommodation and meal expense by the Company during the period of suspension.

Any notice of discipline given to any employee will be copied to the Union at the same time. The Company will provide any written notices of discipline to the Union on the same day as they were issued to the employee.

9.03 In the event of a claim that an employee who has attained seniority has been discharged without proper cause, a grievance may be filed at Step 2 of the grievance procedure within ten (10) working days after the employee ceases to work for the Company.

9.04 Such a claim may be settled by:

- (a) Upholding the Company's action;
- (b) Reinstating the employee with compensation for time lost;
- (c) Any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitrator if the matter is referred to such an Arbitrator.

9.05 The record of all disciplinary measures referred to in Article 9.01 shall be removed from an employee's disciplinary record after twelve (12) months, unless during this twelve (12) month period the employee receives any additional letters of discipline, in which case the period of record will be extended to twenty-four (24) months. Upon request, an employee may review annually his disciplinary record maintained by the Human Resources Department.

9.06 The Union acknowledges that probationary employees, regular part-time and temporary employees who have worked less than 1040 regular hours may be dismissed for reasons less serious than would justify the dismissal of an employee on the seniority list. Such dismissals shall be subject to the provisions of Article 8 and the Company agrees to give the employee and Steward a copy of the Notice of Termination stating the reasons for the dismissal.

### **ARTICLE 10 - STRIKES AND LOCKOUTS**

10.01 During the term of this Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slow-down, strike, or any other stoppage of or interference with work, which would cause any interruption of work.

10.02 The words "Strike" and "Lockout" shall have the meaning given these words in the Canada Labour Code.

### **ARTICLE 11 - SENIORITY**

#### **11.01 Determination of Seniority**

For the purposes of this Agreement, seniority shall mean length of unbroken service with the Company dated from the date of last hire except as otherwise provided for in 11.05.

11.02 Seniority shall be Company-wide seniority exercised within a seniority unit except as otherwise provided herein.

11.03 For the purpose of 11.02 above, seniority units are:

- (1) New Liskeard - (Including Haileybury, Cobalt, Latchford, Earlton, Gowganda, Englehart, Elk Lake, etc.)
- (2) Timmins - (Including South Porcupine, Iroquois Falls, Connaught, Matheson, Val Gagne, Opishong Lake, Ramore, etc.)

- (3) Kirkland Lake - (Including Matachewan, Larder Lake, Virginiatown, Swastika, etc.)
- (4) Kapuskasing - (Including Smooth Rock Falls, Mattice, Moonbeam, Opasatika, Abitibi Canyon, Calstock, Hearst, etc.)

New locations taken over by the Company shall be part of the seniority unit they are maintained by unless otherwise negotiated with the Union.

#### 11.04 **Seniority Lists**

The Company will prepare in January and July of each year, rosters showing the seniority as to the length of service as at December 31st and June 30th respectively of each year. **These reports will be sent to the Local Union President by email.** Objections to the accuracy of the lists will be entertained within a period of thirty (30) days from the date of each posting. Any corrections shall be **made by the company and an updated copy will be resent by email to the Local Union President.**

#### 11.05 **Bridging of Seniority**

An employee who is rehired within a year of leaving the company will have his seniority bridged. Returning anytime after a year, seniority will start at zero. It is understood that any employee who has received severance or termination pay will be re-hired with no seniority and will never be eligible for bridging past service.

#### 11.06 **Probationary Employees**

An employee shall serve a probationary period of six (6) calendar months for the purpose of Article 9.06. After three (3) calendar months in the probationary period, the employee shall be given seniority status dating back to his last date of hire.

#### 11.07 **Breaking of Seniority**

An employee shall lose all seniority and shall be deemed terminated for any of the following:

- (a) Dismissal (if not reinstated through the grievance procedure or otherwise).
- (b) Voluntary resignation or quitting (an employee shall be deemed conclusively to have quit if he is absent from work without an explanation or excuse satisfactory to the Company for five (5) consecutive working days).

- (c) Continuous lay-off for a period in excess of the limits out lined in Article 11.08.
- (d) Failure to report to work within one (1) week after being notified to report following a lay-off or after the termination of a leave of absence, unless in either case the employee is excused for reasons satisfactory to the Company.

**11.08 Accumulation and Maintenance of Seniority**

An employee on lay-off shall accumulate and/or maintain seniority as follows:

<u>Seniority At Lay-Off Date</u>	<u>Seniority Accumulates</u>	<u>Seniority Maintained</u>
3 Months to 1 Year	60 days	12 months
1 Year but less than 2	6 months	12 months
2 Years but less than 5	12 months	12 months
5 years and more	18 months	18 months

Accumulation of Seniority under this clause shall not count for the purpose of wage progression increases. All benefits, except those under 12.16, will be terminated thirty (30) days after an employee is on lay-off with the exception of group life insurance which shall be continued for a period of six (6) months, the cost of which shall be borne by the employee.

**ARTICLE 12 – FORCE ADJUSTMENT**

- 12.01 In the event that the work force is reduced in any seniority unit, the most junior employee(s) in each job classification affected will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining in an efficient manner.
- 12.02 The Company agrees to give regular full-time employees fourteen (14) days notification when they are to be laid-off for periods less than six (6) months and thirty (30) days notification for periods of lay-off of six (6) months or longer.

**Temporary Lay-Off (less than 6 months)**

- 12.03.01 Should a position be termed surplus by the Company and be expected to be vacant for a period of less than six (6) months, the most senior employee(s) within the surplus Job Classification and Job Title affected shall have the option of:

- (a) Being assigned to another position or job classification within his seniority unit which he is qualified to perform and provided that such assignment can be made without displacing a more senior employee

OR

- (b) Accepting a lay-off.

NOTE: There will be no reduction in an employee's rate of pay as a result of transfer to another position or job classification for a period up to one (1) month under this clause 12.03.01 (a).

12.03.02 No regular full-time employee shall be laid off until:

- (a) The employment of all student, regular part-time and temporary employees in the seniority unit, who are performing work in the job classification where there is a surplus condition, are terminated,

AND

- (b) All contractors performing work in the duties of the job classification where the surplus condition exists, within the bargaining unit, are released, where Company employees can do this work and the necessary tools and equipment are available.

12.04 An employee who is laid off under 12.03.01 shall be guaranteed a recall by the Company to his same job classification in his seniority unit.

**Long Term Lay-Off (Greater than 6 months)**

12.05.01 Should a position be termed surplus by the Company and be expected to be vacant for a period of greater than six (6) months, all employees that have been declared surplus, in order of seniority, shall have the option of:

- (a) Being assigned to another Job Title in the same or higher Job Classification within his seniority unit which he is qualified to perform within such period of time which may be reasonably required, but in any event not less than ten (10) working days familiarization period, and provided such assignment can be made without displacing a more senior employee,

OR

- (b) Being assigned, subject to the qualifying factors in 12.05.01 (a), to the next lower Job Classification in descending order,

OR

- (c) Being assigned, subject to the qualifying factors in 12.05.01 (a), to the employees Job Classification or another Job Classification in another seniority unit of the employees preference provided such assignment can be made without displacing a more senior employee,

OR

- (d) Accepting a lay-off.

12.05.02 No regular full-time employee shall be laid off until:

- (a) The employment of all student, regular part-time and temporary employees in the seniority unit, who are performing work in the job classification where there is a surplus condition, are terminated,

AND

- (b) All contractors performing work in the duties of the job classification where the surplus condition exists, within the seniority unit, are released, where Company employees can do this work and the necessary tools and equipment are available.

12.06 The Company will attempt to place in accordance with 12.03.01 and 12.05.01 each of the surplus employees commencing with the most senior. Each employee displaced in this procedure shall be placed on the surplus list in proper ranking of seniority.

12.07 Those employees eventually constituting the final surplus list shall be laid-off. A copy of the final surplus list will be provided to the Secretary of the Local and the Union.

### **Reassignment or Transfer (Prior to Job Posting)**

12.08 Subject to the reasonable needs of business, an employee declared surplus under 12.01 or transferred or laid-off under 12.03.01, 12.05.01 and/or 12.06, shall be offered the opportunity to retransfer to their former position if such work becomes available within 2 years, prior to the job filling procedure of Article 14.01 being implemented.

Where another position at the same or higher level is posted (as per 14.01), the (surplus) employee may apply for such positions in accordance with his qualifications and seniority. In the event he is unsuccessful for that posted vacancy, the (surplus) employee will be offered the resultant vacancy subject to qualifications or alternately, a lower rated vacancy, prior to the job filling procedure of Article 14.01 being implemented.

The foregoing is applicable only in those situations where employees are declared surplus.



## Recall Procedures

- 12.09 (a) Employees who are actually laid off shall be listed on a Company-wide recall list in seniority order and so maintained, subject to 11.08, for a period of up to 18 months. When recalling employees they shall be recalled in order of Seniority at time of lay-off, provided they are qualified to perform the work available. When an employee is recalled to a location other than his location at the time of lay-off, he may choose to refuse recall until a job is available at his original location, provided the position can be filled by another employee on lay-off with less seniority who is qualified to perform the work. If an employee is recalled to a location other than his location at time of lay-off, the provisions of 12.08 shall apply.
- (b) The employees recalled must notify the Company within three (3) days, (excluding Saturdays, Sundays, and holidays) of the date of the notice of recall to his last address on file with the Company that he is available and willing to accept the work assigned. If he fails to do so, his name will be passed over, and another employee will be recalled. Notice shall be sent out by registered mail and a copy sent to the Union and Local Treasurer. Notice shall be deemed to have been received within five (5) working days from the date of mailing.

NOTE: An employee who has been laid off shall be expected to keep the Company advised as to where he can be reached with the least possible delay.

- (c) It is understood that in an emergency, the Company may recall employees or hire new employees for a period of seven (7) days without regard to seniority.

## Lay-Off Allowance Plan – Temporary Lay-off

- 12.10 Regular full-time employees and regular part-time employees who have 3 years or more net credited service shall be entitled to lay-off allowance under the Lay-Off Allowance Plan when they are laid under Article 12.03.01. An employee's total lay-off allowance during the period of lay-off shall be as follows:

<u>Net Credited Service On Date of Lay-Off</u>	<u>Lay-Off Allowance Entitlement</u>
3 Years But Less Than 4 Years	5 Weeks
4 Years But Less Than 5 Years	6 Weeks
5 Years But Less Than 6 Years	7 Weeks
6 Years But Less Than 7 Years	8 Weeks
7 Years But Less Than 8 Years	9 Weeks
8 Years But Less Than 9 Years	10 Weeks
9 Years But Less Than 10 Years	11 Weeks
10 Years But Less Than 11 Years	20 Weeks

11 Years But Less Than 12 Years	22 Weeks
12 Years But Less Than 13 Years	24 Weeks
13 Years But Less Than 14 Years	26 Weeks
14 Years But Less Than 15 Years	28 Weeks

Two weeks additional pay for each full year of service in excess of 15 years of net credited service up to a maximum of 52 weeks.

12.11 The lay-off allowance plan becomes operative at the time the employee applies for and qualifies for Employment Insurance benefits and upon receipt of proof that he receives such benefits.

- (a) Each week's benefit shall be equivalent to 90% of the employee's regular weekly pay at time of lay-off, less Employment Insurance benefits entitlement.
- (b) In addition, during the first two weeks of lay-off, the employee shall receive an allowance equivalent to 40% of his regular weekly pay at time of lay-off.
- (c) The combined weekly level of Employment Insurance benefits and lay-off allowance will not exceed 90% of the employee's basic weekly rate of pay.
- (d) Employees have no vested right to payments under the Supplementary Unemployment Benefits Plan except to payments during a period of unemployment specified in the plan.
- (e) Any payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Supplementary Unemployment Benefits Plan.

12.12 Lay-off allowance will cease as follows:

- 1. When the lay-off allowance entitlement is used up.
- 2. When the employee reports for work subsequent to recall.
- 3. When the employee fails to report for work after recall.
- 4. When the employee is disentitled or disqualified from employment Insurance payments.
- 5. When the employee obtains other employment.
- 6. If the employee resigns.

12.13 Lay-off allowance payments shall be based on the employee's established weekly schedule of work hours (excluding overtime) in effect as of the date of the lay-off.

- 12.14 Lay-off allowance benefits will be fully reinstated after four (4) months of continuous service after date of return to work from lay-off.
- 12.15 An employee who has been recalled following a period of lay-off and is again laid-off prior to completing four (4) months of continuous service after the date of return to work, shall be granted a lay-off allowance pursuant to 12.10 based on his overall net credited service after deducting the amount he received from his previous lay-off.

### **Benefit Coverage – Temporary Lay-Off**

- 12.16 The Company shall maintain the eligibility of an employee, laid off under 12.03.01, during the entire period of lay-off, in the following benefit coverages:
- (a) Participation, without payment of premium, in:
    - 1. Extended Health Care Plan
    - 2. Dental Plan
    - 3. Vision Care Plan
    - 4. Group Life Insurance
  - (b) Additional voluntary life insurance purchased by the employee, provided the employee prepays the applicable premiums.

### **Lay-Off Allowance Plan – Long-Term Lay-off**

- 12.17 Regular full-time employees and regular part-time employees who have 3 years or more net credited service who are entitled to lay-off allowance shall be governed by the following:
- (a) The severance payment shall be equivalent to the lay-off allowance entitlement identified in section 12.10.
  - (b) The severance payment shall not be paid to an employee who resigns or is discharged
  - (c) If an employee is recalled before the severance payment is payable, no such payment shall be made
  - (d) An employee refusing a recall shall forfeit his right to a severance payment
  - (e) The severance payment shall be paid in a lump sum, at the end of the one-year recall period. Employees with 5 years or more of service shall receive their severance payment after 18 months.

- (f) Notwithstanding the provisions of paragraph (e), an employee may elect to receive the severance payment at any time during the one-year recall period, in which case the employee's name shall be removed from the recall list coincident with the payment of the lump sum severance payment. Employees with 5 years or more of service may elect to receive the severance payment at any time during the 18 month recall period, in which case their name shall be removed from the recall list at the time of payment.

### **Reduction of Hours**

- 12.18 (a) The Company does not guarantee to provide work for any employee, nor to maintain the working week or working hours herein agreed upon, subject however that if the necessity arises of reducing the hours of work below the average work week in the department scheduled the Union shall be consulted prior to effecting such change.
- (b) In the event that an agreement as to a plan cannot be reached under 12.18(a) within a period of thirty (30) calendar days after the matter has been submitted to the Union, the Company may proceed on a plan of lay-offs to the extent the Company deems necessary.

The above provision applies to lay-off situations which will last longer than one (1) month.

- 12.19 Notwithstanding the provisions of Article 12, the company *will* ask if there are any employees meeting the surplus requirements (in that location and in that department) who will volunteer to leave the company.

Employees who volunteer would be entitled to the corporate severance policy or severance as per the collective agreement whichever is greater. Employees who are forced into a layoff would get severance as per collective agreement.

### **ARTICLE 13 – TECHNOLOGICAL CHANGE**

- 13.01 **"Technological Change" in this Article means:**

- (a) The introduction by the Company into its business of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of its business and
- (b) A change in the manner in which the Company carries on the business that is directly related to the introduction of that equipment or material.

- 13.02 When a reduction in staff is contemplated as the result of the introduction of a technological change, the Company agrees to meet with the Union as far in advance as possible and in any case at least one hundred and twenty (120)

days prior to reductions in staff in an endeavour to reach agreement as to a mutually satisfactory solution of the situation.

13.03 In the event that the Company and Union are unable to reach agreement within thirty (30) days after the matter has been submitted to the Union, the following conditions will apply:

- the employee shall have the option of:

(1) Being assigned to another position in the same job classification within his seniority unit in which he will be given such time as may be reasonably required but in any event not less than ninety (90) days to acquire the necessary skills to retain his employment with reasonable training and provided that such assignment can be made without displacing a more senior employee.

OR

(2) Being placed in the next lower job classification in descending order. An employee so placed shall have his wage rate protected for six (6) months per Article 13.04.

If within ninety (90) days the employee has not demonstrated the ability to perform the new job in accordance with the Company's standards, then Article 12.05.01 shall apply.

OR

(3) Being assigned to their job classification in another seniority unit of his preference provided such assignment can be made without displacing a more senior employee. The employee shall receive expense payments as per Article 15.03 on the same basis as a transfer made at the request of the Company.

OR

(4) Terminating his service and receiving termination pay in accordance with this Article.

13.04 An employee, who is transferred as a result of a technological change to a job classification which is paid at a lower weekly rate than the job to which the employee was assigned prior to the transfer, will be paid a lump sum "Transfer Indemnity" calculated on the basis of the differential between the rates of pay for a period of six (6) months.

13.05 In the event that an employee elects not to be transferred or reassigned as a result of technological change and elects termination, he shall be paid termination pay in accordance with the following:

<u>Term of Employment</u>	<u>But Less Than</u>	<u>Number of Weeks Pay</u>
-	2 years	2 weeks pay
2 years	3 years	4 weeks pay
3 years	4 years	6 weeks pay
4 years	5 years	8 weeks pay
5 years	6 years	10 weeks pay
6 years	7 years	12 weeks pay
7 years	8 years	14 weeks pay
8 years	9 years	16 weeks pay
9 years	10 years	18 weeks pay
10 years	11 years	21 weeks pay
11 years	12 years	24 weeks pay
12 years	13 years	27 weeks pay
13 years	14 years	30 weeks pay
14 years	15 years	33 weeks pay
15 years	16 years	36 weeks pay

For each subsequent 6 month period for

16 years through 25 years      2 additional weeks pay

From 25 years                      2 1/2 additional weeks pay

Termination pay shall be based on the employee's standard weekly rate at the time of termination and the hours of work scheduled in effect at the signing of this Agreement.

13.06 Termination pay as a result of the introduction of technological change will not apply when the employee is retiring on normal or special normal pension.

13.07 The Company and the Union agree that Sections 52, 54, and 55 of the Canada Labour Code shall not apply to the parties to this Agreement during its term.

**ARTICLE 14 – JOB POSTING PROCEDURES**

14.01 Any position not filled in accordance with Article 12.08 shall be posted on the Company's Careers site for a period of at least six (6) working days but not exceeding thirty (30) working days. All bargaining unit employees will receive an email notification for each posted position. The email will include a link to the job posting on the Company's Careers site. If the position is not posted, it shall be considered canceled and the Union shall be so notified. If the position is to be re-opened, it shall be posted.

The qualifications set out on a job posting shall be the bona fide requirements of the job. If the qualifications on a job position change the Company will consult with the Union.

Employees applying for a posted position shall be governed by the dates and instructions on each posted job. The successful applicant shall be chosen by the Manager of the department in consultation with an HR Professional according to the terms of Article 14.03.

- 14.02 When filling a regular or temporary position in a seniority unit, the Company shall first evaluate regular full-time employees and regular part-time employees who have responded to a job posting in order of their seniority beginning with the most senior employee. If there is no qualified regular part-time or full-time employee for the position, then temporary employees will be considered in order of seniority.
- 14.03 The selection of a candidate who has applied to a job posting as per Article 14.01 will be based on meeting the skill, ability, experience and qualifications in relation to the posted job, but as between employees of approximately equal standing, seniority shall govern.
- 14.04 Articles 14.01, 14.02 and 14.03 will apply for temporary part time and full time positions as they become available.

### **Job Vacancies**

- 14.05 Article 14.01 **does not apply to temporary vacancies expected to be a duration of six (6) months or less.**
- 14.06 For all vacancies, the Company agrees that within 30 calendar days, it will advise the Union if the vacancy will be posted or not. If the vacancy will be posted, it will advise the Union if it will be regular full-time, regular part-time, temporary full-time or temporary part-time based upon the needs of the business. Both parties agree that the intent of this article is not to replace full time positions with part-time employees.

The Company will not cancel a regular posting once it is posted unless there is a valid business reason or need to cancel such posting. The Company will discuss the business reason with the Union prior to cancelling the posting. The Company also commits that it will not cancel a regular posting in order to by-pass a qualified employee who has applied for the position.

- 14.07 The Company commits to selecting the successful candidate within twenty-one (21) days of the closing of the internal posting. An email will be sent to the Local Union President advising of the name of the successful candidate.
- 14.08 The successful internal applicant to a job posting must be transferred to his new position within 60 days of accepting the position. If the employee's new

position is an upgrade and will result in an increase in rate of pay, the employee will receive his increase after 45 days even if he is still in his old position.

14.09 If within ninety (90) days of a promotion or transfer:

(a) An employee has not demonstrated the ability to perform the new job in accordance with Company standards, the employee shall be returned to the original position and location.

OR

(b) Should an employee want to return to their former position, the employee may do so if the former job is still open.

14.10 (a) An employee who has filled a job may be required to remain in such Job Classification at the same location for a period of two (2) years. This employee, however, shall have the opportunity for a promotion or transfer to a higher paid job.

(b) New employees may be required to remain in the same Job Classification at the same location for a period of three (3) years. This employee, however, shall have the opportunity to compete for a promotion or transfer to a higher paid job.

14.11 The Company will supply the Union and the Local with copies of each job posting and the name of the successful applicant.

14.12 A temporary filling of a vacancy pending the results of a job posting shall be announced and will not last longer than ninety (90) calendar days.

14.13 When filling a vacancy under sections 14.05 or 14.12, the Company may fill the temporary vacancy at its discretion. When practical, existing employees will be utilized.

14.14 Where in the opinion of the Company there is no qualified applicant to a posted position the Company may fill the position at its discretion.

14.15 **New Job Titles**

The Company may establish new job titles falling within the scope of this Agreement and establish rates of pay, hours of work and other working conditions of employment for such new job titles. However, the Company shall notify the Union in writing of any new job titles established and the new job titles, rates of pay, hours of work and other working conditions of employment established therefore shall be subject to bargaining at the request of the Union. Such request shall be made by the Union within sixty



(60) days after notification by the Company of the establishment of the new job titles.

In the event that the rate of pay agreed on in bargaining is different from the rate fixed by the Company, the rate agreed to by the Company and the Union shall be retroactive to the date on which the job title was established.

#### 14.16 **Transfers to Supervisory Positions**

The Company may post vacancies and new positions outside the scope of this bargaining unit of a first-line supervisory nature, and employees may bid for such vacancies or positions by means of written applications. Such applications will be given consideration, but appointments to such positions will continue to be at the sole discretion of management.

A manager who returns to the bargaining unit within 18 months of leaving the bargaining unit will retain his seniority back to the start date of his management assignment. This also applies to bargaining unit employees who are in an acting management position.

### **ARTICLE 15 - PERMANENT TRANSFERS**

15.01 When it becomes necessary to transfer employees from one location to another, the following conditions shall apply:

(a) In the selection of an employee for transfer, the Company will first give consideration to an employee who will transfer voluntarily from the location from which the transfer is to be made.

(b) In the event no employee will accept the transfer voluntarily the employee of least seniority with the qualifications for the job, at the location from which the transfer is to be made, shall be selected.

15.02 In the case of transfers from one location to another, as much notice as possible shall be given but not less than thirty (30) calendar days notice shall be given to the employee being transferred, except in cases of emergency.

#### 15.03 **Expense Payments for Job Filling**

15.03.01 (a) Employees shall receive expense payments from the Company under the following circumstances:

(i) When an employee is transferred at the request of the Company to a position in another location. (The expression "at the request of the Company" is not to be construed as meaning with the consent of the Company).

(ii) When an employee is retransferred in accordance with Article 12.08.

(b) An employee shall not receive expense payments from the Company when the employee is selected to fill a job vacancy within the bargaining unit as a result of being the successful applicant to a job posting.

15.03.02 Such expense payments will not be made to an employee when the transfer is a lateral transfer if this should take place within two (2) years of a previous transfer for which the Company had paid the expenses.

15.03.03 Employees shall be allowed reasonable time off work to make necessary arrangements at the time of the move, and shall suffer no loss in regular pay therefore. It is understood that the expression "regular pay" does not include shift differentials.

15.03.04 The Company agrees to bear the duly verified transportation expenses of the employee, his immediate family and household effects as outlined in the Company practices.

15.03.05 The Company will pay for legal fees and real estate agent fees when an employee is transferred under Article 15.01.

15.03.06 An employee transferred under the provisions of Article 15.01(b) will be entitled to Housing Assistance as outlined in Company practices.

15.04 An employee who refuses a permanent transfer to another location shall have the option of accepting a layoff or a reassignment. The Company shall make any reassignment in these circumstances in the following manner:

Being reassigned to the position currently occupied by the most junior person in his seniority unit which he is qualified to perform within such period of time which may be reasonably be required, but in any event not less than ten (10) working days familiarization period.

An employee displaced as per the above paragraph by a more senior employee that refuses a permanent transfer will be laid off and be added to the surplus list.

## **ARTICLE 16 - TEMPORARY TRANSFERS**

16.01 When it becomes necessary to transfer employees from one location to another for a temporary period, the following conditions shall apply:

(a) In the selection of an employee for transfer, the Company will first give consideration to an employee who will transfer voluntarily from the location from which the transfer is to be made.

- (b) Where possible, employees shall be selected for transfer on an equitable rotation basis provided they have the necessary skills to perform the work available and the employees remaining also have the necessary skills to perform the work required.
- (c) Compassionate grounds shall be given consideration in the selection of an employee to be transferred.

16.02 In the case of transfers from one location to another, as much advance notice as possible shall be given but not less than two (2) calendar days' notice shall be given to the employee being transferred, except in cases of emergency.

An employee who receives less than two (2) calendar days' notice shall be paid time and one half for the basic hours of work for each day or portion thereof of the balance of the two (2) days' notice.

16.03 Temporary transfers shall be for a period of ninety (90) continuous days or less, unless the Union is otherwise notified, in which case a meeting shall be held between the parties at the request of the Union to discuss any alternatives which the Union wishes to propose.

16.04 During the period of a temporary transfer, no reduction in the employee's rate of pay shall be made.

16.05 Upon completion of a temporary transfer, the employee shall be returned to his position at the location from which he was transferred.

16.06 During the period of a temporary transfer, employees shall receive accommodation and meal expense except as provided in Article 16.09.

16.07 Employees temporarily transferred from one location to another shall be provided with a traveling allowance to and from the location to which they are transferred or transportation in lieu thereof.

16.08 Employees not on transfer shall return to their normal location daily for all distances up to and including sixty (60) miles.

For distances over sixty (60) miles, the employee may be asked to return to his normal location or remain at the distant location at the option of the Company. An employee will not be asked to remain at the distant location for more than one (1) night except in cases of emergency.

Travel time shall be deemed to be part of the working day.

16.09 Employees on temporary transfer may return to their normal locations daily for all distances up to and including forty-five (45) miles. Transportation shall be provided by the Company and the employee will travel on his own time.

Members of a crew of two (2) or more must all elect to either return to their normal locations or stay at the work location.

For distances over forty-five (45) miles where the Company approves employee requests to return to their normal location daily, travel time shall be paid at straight time.

Transportation shall be provided by the Company. Meal expense shall be provided to employees who return daily to their normal location for the noon meal and for other meals if necessary as a result of performing overtime work at that location.

16.10 During the period of a temporary transfer, the employee shall be allowed periodic trips home. Transportation shall be provided by the Company with due consideration being given as to convenience to the employee. Minimum periodic trips home shall be as follows:

<u>Distance</u>	<u>Frequency</u>	<u>Travel Allowance</u>	<u>Travel Time</u>
Up to 200 miles	Weekly	Transportation on Company time as per Article 17.	Travel time both ways
Over 200 miles up to 300 miles	Once every 2 weeks	Transportation on Company time as per Article 17.	Travel time both ways
Over 300 miles	Once every 3 weeks	Transportation on Company time as per Article 17. (Note #1)	Travel time both ways

NOTE 1: Should the job in question be scheduled for completion within seven (7) days in any three (3) weeks interval, the employee shall remain on the job until it is completed.

NOTE 2: Employees on Temporary Transfer for more than seven (7) continuous days shall be allowed one (1), five (5) minute station-to-station call home per day at night rates (or its equivalent) to a maximum of three (3) such calls per week.

- 16.11 Article 16 shall not apply to the transfer of an employee in the exercise of his seniority under Article 12.
- 16.12 Where an employee is required to travel on Company business and to remain away from home overnight, he shall receive living expenses as follows:
- (a) Reasonable and actual expenses for satisfactory, single occupancy room where it is available, and
  - (b) If the employee is away for a full calendar day, a per diem allowance of \$65.00 per calendar day (**without** receipts), or
  - (c) If the employee is away for less than a full calendar day, \$15.00 if away over the breakfast period, **\$25.00** if away over the lunch period, and \$30.00 if away over the dinner period. Receipts must be provided for all meals.

### **ARTICLE 17 - TRAVEL TIME**

- 17.01 Employees traveling, in the course of their employment, at the request of the Company shall be paid, with the exception of intermission for meals, as follows:
- (a) During an employee's normal working hours, regular hourly rate,
  - (b) Outside an employee's normal working hours, time and one half.
- 17.02 Travel time will not be considered in the determination of double time for overtime hours worked.

### **ARTICLE 18 - TRAINING**

- 18.01 Selection of employees for training will be conducted on the basis of seniority provided the employee has the interest, the skills and the abilities to complete and apply the training. This does not imply that the most senior employee will always be selected for training. A bonafide business reason will allow the Company to select the most suitable candidate for training.
- 18.02 An employee who is requested by the Company to go on training courses shall be treated as an employee on a temporary transfer and the Temporary Transfers, Article 16, shall govern the conditions of expenses for accommodation and meals and travel expenses.
- 18.03 Reasonable laundry expenses shall be paid for by the Company when an employee is required to be away from home more than one (1) week.
- 18.04 An employee shall be allowed reasonable transportation expense to and from the training center to his place of lodging.

- 18.05 Seven (7) days' notice shall be given to all employees required to go on training courses except when an employee is asked and agrees to replace another employee who was scheduled to go but could not because of acceptable personal reasons.
- 18.06 (a) Employees attending training courses within the Provinces of Ontario and Quebec will be allowed trips home in accordance with 16.10.
- (b) Employees attending training courses outside the Provinces of Ontario and Quebec will normally be required to remain at the location of the training center until the completion of the course. However, the Company may grant an employee permission to return to his normal location at periodic intervals. Prior to sending an employee on course, trips home will be discussed with the employee and mutually satisfactory arrangements made. The frequency of the trips will be determined by the Company based on length of the course and distance between training center and employee's normal location.
- 18.07 Employees who are required to provide formal, classroom training that requires preparation and evaluation will be provided a 10% wage increase while acting in this training function. This temporary wage adjustment does not apply to the SR Trainer function or when an employee is delivering on-the-job training.
- 18.08 All travel time to attend training courses outside an employee's normal working hours will be paid time and half**

### **ARTICLE 19 - SAFETY AND HEALTH**

- 19.01 The Company will give proper attention to the elimination of conditions which are a hazard to the health or safety of employees. The Union may bring to the attention of the Company recommended suggestions in this regard.
- 19.02 No employee shall be required to operate or use any machine, tool or other equipment that is not in safe working order.
- 19.03** The Company shall pay for all safety equipment that employees are required to wear except for safety footwear.

Where the employees are required by the Company to wear safety footwear the Company agrees to pay for each employee:

- (a) The full cost to a maximum of \$80.00 for one (1) pair of overshoes to fit safety boots or safety shoes, per 12 month period, and
- (b)** The full cost to a maximum of **\$200.00** for one (1) pair of safety boots

per 12 month period or,

- (c) The full cost to a maximum of \$90.00 for one (1) pair of safety shoes per 12-month period.

The Company will allow employees to combine the maximum amounts listed above over a two (2) year period.

- 19.04 The Company shall provide necessary insulated, fire resistant coveralls or jacket and overalls for employees who require them and replacements as necessary.
- 19.05 The parties agree that a Joint Health and Safety Committee, as described in the Letter of Agreement shall function during the term of this Collective Agreement.
- 19.06 An employee who is required to work on a Video Display Terminal and becomes pregnant shall be permitted to transfer to an open position which she is able to perform or take an unpaid leave of absence for the duration of time that she would otherwise be entitled to pursuant to the maternity leave provisions providing she supplies the Company with a certificate from a duly qualified medical practitioner certifying that she is pregnant.

## **ARTICLE 20 – MEDICAL EXAMINATIONS**

- 20.01 An employee may be granted time off for the purpose of attending medical or dental appointments to accommodate personal or family members. Such time off will be subject to the following conditions:
  - (a) Time off shall normally not exceed eight (8) hours and will be subject to workload conditions.
  - (b) As much notice as possible should be given but there should never be less than two (2) days notice, except in cases of emergency.
  - (c) Time off shall be made up in the same pay period.
  - (d) Make up time to be made up at straight time rates and differentials or overtime shall not be paid.
- 20.02 The Company will pay an employee at their normal rate of pay up to eight (8) hours for lost time as a result of necessary travel for the purpose of attending a **personal** medically required appointment with a specialist supported by a medical doctor's note.

In instances where an employee must travel in excess of 500 kilometers one way to attend a personal medical appointment, the Company will pay the



employee at their normal rate of pay up to sixteen (16) hours for lost time as a result of necessary travel.

## **ARTICLE 21 - LEAVE OF ABSENCE**

### **Personal Leaves**

21.01 The Company may, at the request of an employee, grant leave of absence without pay retroactively or otherwise for legitimate reasons including illness, accident, and Union duties or to transact personal business, which includes family responsibilities. Seniority will accumulate during any leave of absence with permission.

### **Union Leaves**

21.02 The Company agrees that it will, subject to the reasonable needs of business, and with thirty (30) days written notice, grant a leave of absence without pay but with maintenance of seniority rights, to employees for the conducting of Union business. The aggregate of such leaves will be twenty-two (22) weeks within a calendar year.

The Union recognizes the Company responsibility to customer service and will give as much notice as possible.

21.03 At the Union's request the Company shall grant a leave of absence of three months up to one (1) year to an employee for the purposes of working in an official capacity with the Union. Such employee shall have his full seniority right protected for a period of one (1) year providing:

- (1) The employee has previously attained one (1) year of continuous service.
- (2) The Union makes application to the Company for such leave in writing.
- (3) The Company is given at least one (1) months' notice.

21.04 The Company agrees that it will, at the conclusion of this one (1) year period, enter into discussion with the Union respecting the extension of such leave of absence.

21.05 Upon the completion of the one (1) year period or such extension as may be mutually agreed upon, the employee in question may return to the employ of the Company in accordance with the Seniority provisions as herein set out on the job classification held immediately prior to going on leave of absence, where feasible, or on a comparable job. One (1) months' notice shall be given by the employee to the Company of his intention to return.

- 21.06 A maximum of three (3) bargaining representatives of the Union may have time off for purposes of bargaining without deduction of the time worked for the Company, and without deduction of wages in respect thereof provided that such time is actually devoted to Collective Bargaining, but only until the expiry date of the Collective Agreement, or the date Conciliation assistance is requested, whichever is later.
- 21.07 The Union agrees to cooperate with the Company in order that disruption of business may be minimized.

### **Leave for Employees with Child Care Responsibilities**

- 21.08 An employee shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company practices currently in effect, or as amended from time to time following consultation with the Union.**

### **Supplementary Pregnancy Allowance Plan**

- 21.09 A regular employee who has one (1) year or more of net credited service with the Company who provides the Company with the certificate referred to in 21.08 as well as proof that she has applied for and is eligible to receive Unemployment Insurance benefits, shall be paid a Supplementary Pregnancy Allowance in accordance with the provisions of 21.10 and 21.11.
- 21.10 To be eligible, the employee shall sign an agreement with the Company providing:
- (a) That she will return to work and remain in the Company's employ for a period of at least six months after her return to work,
  - (b) That she will return to work on the date of the expiry of her maternity leave, and
  - (c) That the employee recognizes that she is indebted to the Company for the amount received as a Supplementary Pregnancy Allowance should she fail to return to work and remain in the employ of the Company as provided in subsections 21.10 (a) and (b).
- 21.11 In respect of the period of maternity leave, payments made according to the Supplementary Pregnancy Allowance will consist of the following:
- (a) For the first two weeks, nil payment.
  - (b) During the 15 week period, following the waiting period, the combination of the employee's weekly gross EI benefit payment and the gross income top up payment will equal seventy-five percent (75%) of the employee's regular gross earnings prior to the commencement of the leave.

(c) In the event that legislation is enacted that provides additional Employment Insurance benefits (other than increases in the maximum standard benefits) or any other payment to salary during the 15 weeks period to an employee on account of her pregnancy, the amount she is entitled to receive as provided in (b) shall be decreased by the amount she would be entitled to receive as a result of such additional Employment Insurance or other payment.

21.12 Employees have no vested right to payments under the Supplementary Unemployment Benefits Plan except to payments during a period of unemployment specified in the plan.

21.13 Any payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the Supplementary Employment Benefits Plan.

## **ARTICLE 22 - BEREAVEMENT PAY**

**22.01** An employee shall be granted in the event of the death of his spouse, common-law partner, son or daughter, including all children in a common-law household, **father, step father, mother and step mother**, bereavement leave with pay from any of the scheduled tours of duties that occur during the five (5) working days immediately following the day of the death.

In the exceptional cases where the funeral or arrangements are delayed, the employee can defer a portion or all of the leave; however, the total allotment of days remains unchanged.

22.02 In the event of a death in the immediate family of a regular employee on the active payroll such employee will be granted up to a maximum of three (3) working days bereavement leave without loss of regular wages for the purpose of attending the funeral or taking part in the funeral arrangements.

The Company shall extend this period of absence with pay to one (1) week when the bereavement requires the employee to leave the town in which he is employed and travel a one-way distance of 200 or more kilometers.

**22.03** For the purpose of paragraph 22.02 above, immediate family means: mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren and step children. Other dependent relatives who are members of the employee's household shall be considered as immediate family.

22.04 In those situations where the application of the above Articles is not practical due to scheduling difficulties with funeral arrangements, the timing of the

Bereavement Leave with pay may be altered by mutual agreement between the employee and the manager.

- 22.05 If the death of one of the relatives specified under Article 22 occurs while an employee is on vacation, the vacation will be interrupted so that the employee gets the bereavement leave entitlement. The interrupted vacation will be rescheduled or extended by mutual agreement between the employee and the supervisor.

### **ARTICLE 23 - WITNESS AND JURY PAY**

- 23.01 An employee who is called for Jury Duty, or to act as a witness in Court under subpoena, and while so engaged, will be paid their basic rate of pay. The employee will submit, to the Company, any witness or Jury fees, other than travel and meal expenses, paid to them by the Court.

An employee acting as a voluntary witness or who is otherwise involved as a party in the case will not be compensated by the Company.

### **ARTICLE 24 - COMMUNICATIONS**

- 24.01 The Labour Management Committee (LMC) will convene regular meetings to identify, discuss and resolve issues through a consensus basis.

The Committee will consist of:

- Four (4) persons selected by the Union Executive with representation from all seniority units.
- Up to four (4) persons selected by the Company.
- Other resource people may be invited to, and may attend, meetings as approved by the committee.

The following committees, but not limited to, the employment equity, health & safety and grievance procedure review, will report to LMC on a regular basis for support, guidance and resolution of barriers.

For the purpose of attending the above committee meetings, Union members will be compensated in accordance with Article 7.0. (The Health & Safety Committee will be paid in accordance with the Canada Labour Code).

- 24.02 Subject to the reasonable needs of the business, the Company and the Union will make use of video and/or teleconferencing whenever practical with the exception of bargaining and Step 2 grievance meetings.

## **ARTICLE 25 - ANNUAL VACATIONS AND COMPANY HOLIDAYS**

### Annual Vacations and Paid Holidays

25.01	<u>Years of Net Credited Service</u>	<u>Weeks of Vacation</u>
	1	3
	3*	3
	10**	4
	18**	5
	25**	6

#### **Maximum vacation entitlement**

\* Up to a maximum of two (2) weeks may be granted in the period June through mid-September inclusively.

\*\* Up to a maximum of three (3) weeks may be granted in the period June through mid-September inclusively.

#### **Minimum vacation entitlement**

Eligible regular full-time employees with less than 15 years of net credited service will be entitled to a minimum of one week of vacation during the period of June through mid-September.

Eligible regular full-time employees with 15 years or more of net credited service are entitled to a minimum of two weeks of vacation during the period of June through mid-September.

New employees hired after December 31<sup>st</sup>, 2001 will receive one day of vacation per month of service up to a maximum of ten (10) days in their first year of engagement. A new employee must be hired prior to the 15<sup>th</sup> of the month in order to receive vacation entitlement for the month.

**25.02** All vacations shall be scheduled by the Company as working conditions permit with employees given preference in selecting their vacation period within the period allotted on the basis of seniority.

Employees shall select their vacation by department within their seniority unit, except Iroquois Falls employees in classification per Appendix A shall select their vacation schedules within their foreman's group.

Notwithstanding the paragraph above, for vacation purpose only, Central Office Technicians will be considered as one company-wide seniority unit. For vacation purposes only, Cable Repair Technicians will be considered as two

seniority units as follows: one seniority unit for the south (New Liskeard and Kirkland Lake) and one for the north (Timmins and Kapuskasing). For vacation purposes only, Business Services Technicians in the Kirkland Lake seniority unit and in the New Liskeard seniority unit will be considered as one unit.

The residential customer department will allow a minimum of one (1) person off for vacation each week in the months of July and August; and no weeks will be blocked for vacation purposes anytime throughout the year.

Vacation entitlement scheduled outside the period June through September may be scheduled during consecutive weeks.

Employees with six (6) years or more service shall not be required to take their vacation outside the period May 1st to October 31st of each year.

Supervisors shall not be included on vacation preference lists.

25.03 An employee shall arrange the time for his vacation no later than March 15<sup>th</sup> in the current year.

Any employee entitled to more than two (2) weeks of vacation may, if the Company and the employee mutually agree, take any portion of his entitlement in excess of two (2) weeks consecutively with his vacation or portion thereof, for the following year.

Where vacation periods applicable to two (2) different years are to be taken consecutively, they must be scheduled in the period December 31 of the first such year and April 30<sup>th</sup> of the subsequent year.

25.04 (a) The Company shall circulate vacation lists commencing on or before January 15<sup>th</sup> and approved by March 15<sup>th</sup> in the current year in accordance with 25.03 above. Each employee will have a maximum of five working days to select his vacation. If an employee does not select his vacation within this 5 day period, the schedule will move on to the next employee in order of seniority. If an employee is away long term or cannot be contacted to make their selection, the union will be notified prior to the schedule moving to the next person. All employees within each department must arrange the time for his vacation no later than March 15<sup>th</sup> each year.

Such lists shall be posted in places accessible to all employees, and shall not be altered unless alteration is necessary to the efficient operation of the Company.

25.04 (b) Employees will be allowed to schedule one week of vacation as individual days. These individual vacation days cannot be scheduled inside the peak summer period of June through mid-September. Furthermore, these

individual days can only be scheduled after the vacation schedule has completed its full circulation.

- 25.05 An employee shall be paid during vacation at his basic rate of pay in effect at the time of his vacation but, vacation pay for an employee each year shall not be less than two (2) % of his earnings in the calendar year for which the vacation is given, for each week of vacation.

Employees on Company payroll as of December 31<sup>st</sup>, 2001 have accrued termination vacation pay entitlement calculated by taking the number of weeks of vacation entitlement as of December 31<sup>st</sup>, 2001 multiplying the number of weeks by 2% and then multiplying this percentage by the employee's gross earnings for 2001. (e.g. 4 weeks entitlement = 8% x gross earnings). This amount will be set aside and will be paid upon termination when the employee leaves the company.

Notwithstanding paragraph (1) above, the Company will have the option to pay the total amount of accrued termination vacation pay owing to all employees on payroll as of December 31<sup>st</sup>, 2001. The Company will have sole responsibility to determine if and when such a one-time payment can be made.

When an employee leaves (resigns or is terminated), the employee will receive current year termination vacation pay in lieu of vacation calculated as follows:

- (a) Determine the number of weeks and amount of vacation that has already been paid out to the employee for the current year (i.e., the year of termination or dismissal).
- (b) Calculate the vacation pay entitlement for the current year i.e., number of weeks of entitlement x 2% x year-to-date earnings during the current calendar year.
- (c) Deduct the amount in a) from the amount in b) and pay out as termination vacation pay in lieu of vacation.

- 25.06 If the Company changes the time of an employee's vacation after it has been scheduled, the employee and the Company will first attempt to reschedule the vacation to a mutually acceptable time. Failing that, an employee will be granted an extra weeks' vacation with pay, or a week's pay in lieu thereof, at the discretion of the Company.

## Company Holidays

### 25.07 Statutory Holidays

The following holidays will be observed by the Company by paying the employees who worked on such holidays double time for hours worked in addition to holiday pay. One (1) additional hour at straight time rates will be paid to an employee who works on a holiday with less than forty-eight (48) hours' notice where the sum of the payment for hours worked and the one (1) additional hour exceeds the minimum pay for a call out as provided by Article 29.11 and Article 30.11 respectively. Those employees who are given the day off will be given their regular day's pay, provided they are entitled to wages on at least fifteen (15) days during the thirty (30) calendar days immediately preceding the observance of such holiday.

New Year's Day	Labour Day
Good Friday	<b>National Truth and Reconciliation Day</b>
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

25.08 For the purposes of 25.07, an employee shall be considered as "entitled to wages" if actively at work, on annual vacation leave, absent because of paid holidays, absent on witness or jury duty, on bereavement leave, on paid sick leave, on WSIB benefits (but not on a permanent disability pension) or on Union leave except under 21.01 and 21.03.

25.09 If an employee who is absent on paid sickness leave performs no work during the week in which a holiday falls, he shall receive sickness benefits only for the day on which the holiday falls. If an employee performs some work for the Company during the week in which the holiday falls, he shall receive payment for the holiday in accordance with 25.07 less any sickness benefits he may receive for the day on which the holiday falls.

25.10 When a Company holiday falls on an employee's scheduled day or days of rest, such employee will receive one (1) additional day's pay at regular straight time in lieu thereof, or with the consent of the employee, one (1) additional day off to be taken on a day agreed upon by both parties.

25.11 To meet local conditions another day may be substituted for any of the recognized Company holidays on approval of the Company.

25.12 When an observed holiday falls on a Sunday, Monday will be considered as the holiday. Where a Company holiday falls on a Saturday, it shall be



observed on the Friday immediately preceding or the Monday immediately following the holiday, as determined by the Company.  
 The Company will identify all statutory holidays at the beginning of each year.

An employee scheduled to work on an observed Sunday holiday, will be paid the holiday premium on the Sunday.

**Floater Holidays**

25.13 Floater holidays will be given at a time convenient to the employee and the manager each calendar year as per the following schedule:

<u>Years of Net Credited Service</u>	<u>Number of Additional Holidays</u>
1	2
3	3
7	4
10 and above	5

Except in the cases of emergency, once the date is mutually agreed upon, it shall not be changed.

Once an employee submits his floater(s) request to his supervisor, the supervisor must respond to the request within five (5) working days.

Floater holidays earned during a calendar year may be scheduled up to March 31 of the following year.

**ARTICLE 26 – SICKNESS AND ABSENCE**

26.01 Sickness and accident indemnity shall be provided for all regular employees on the active payroll, as follows:

<u>For Incidental Absences</u>	<u>Benefits Begin On</u>
Less than 3 years' service	Second Day
3 years and over	First Day

The first seven (7) consecutive days are considered incidental absences and are not part of STD. During the initial seven days of absences, the employee will receive 100% of his/her base salary as per the above chart.

### Short Term Disability

Upon completion of the seven (7) consecutive incidental absences, the employee will be eligible for STD as defined below:

First eight (8) weeks will be paid at 100% of his/her base salary  
Next eighteen (18) weeks will be paid at 80% of his/her base salary for a total of twenty-six (26) weeks of STD.

The entire cost of the above shall be borne by the Company.

### Select Long Term Disability Plan

- 26.02 (a) The Company will pay the entire cost of a Select Long Term Disability Plan, as particularized in "Your Group Insurance Plan" booklet, for all regular employees on the active payroll.
- (b) An employee who has used up his STD entitlement and who qualifies, or is waiting to qualify, for LTD will be given the option of using up any time owing prior to going on LTD or receiving this time owing as a lump sum after he has been on LTD for a period of 12 months.

## **ARTICLE 27 – SOCIAL WELFARE PROVISIONS**

### **Pension**

- 27.01 The Company agrees to continue, during the currency of this Agreement, its present policy with regard to employee pension benefits, contribution therefore and retirement as particularized on the Benefits site.

Regular part-time and regular full-time employees hired before August 22, 2011 will continue to participate in the Company's Defined Benefit Pension Plan.

Regular part-time and regular full-time employees hired after August 22, 2011 will participate in the Company's Defined Contribution Pension Plan.

### **Benefits**

- 27.02 It is understood that the benefits plans form part of the Collective Agreement. Details of the benefit plans can be found at <https://www.benefits-advantages.hroffice.com>.

## **Employee Assistance Program**

27.03 The Company will continue to provide the Employee Assistance Program; the continuation of this will be reviewed annually with the Union at the EAP contract renewal date.

## **ARTICLE 28 - WAGE ADMINISTRATION**

28.01 It is understood that the schedule of wage rates set forth hereunder for Plant and Clerical shall be effective on the dates indicated in Appendices B and C and shall apply for the life of this Agreement.

28.02 The wage schedules, which are a part of Appendices "A", "B" and "C" indicate the wage rates, intervals between increases, amount of increases and maximum rates for each Job Title, within a Job Classification, which the employee shall receive.

### **New Hires**

28.03 Employees with minimum qualifications shall be hired at the starting rate.

Employees who have qualifications above those normally required for the job for which they are being hired may be started at an appropriate step above the starting rate. This starting rate may be adjusted either upward or downward (but not below what his completed service with the Company would stipulate) based on demonstrated ability within the first six (6) months of employment and the regular progression schedule as outlined below:

### **Progression Increases**

28.04 The time intervals specified for each step of the wage schedules is six months and shall be computed as follows:

- a) For an employee engaged or re-engaged between the 1st and 15th of the month, from the 1st day of that month.
- b) For an employee engaged or re-engaged between the 16th and the last day of the month, from the 1st day of the following month.

28.05 Progression increases in basic rates of pay which an employee would have received had he been on the job, shall not be made effective while he is absent due to leave of absence, accident, sickness or quarantine. However, such increases shall be made effective as of the date the employee returns to work following the absence, provided the absence has not been more than three (3) months. If the absence has been longer than three (3) months, only

three (3) months wage schedule credit will be allowed for the period of absence.

### **Demotional Treatment**

28.06 Notwithstanding anything in this Agreement to the contrary, no employee shall have his basic rate of pay in effect immediately prior to the signing of this Agreement reduced by the application of the new schedule of wage rates. This is not to be interpreted, however, as assuring such an employee of the continuation of this rate of pay in the event of reclassification through demotion or downgrading as a result of a lay-off.

### **Student Wage Rates**

28.07 A Student employee is a person who is attending a full-time program at an education institute and is employed only for the period of their breaks.

Effective January 1, 2017, student wages will be based upon the wage schedules in Appendix B of this agreement. New students will be hired at step N1.

### **Assignments outside Employee's Classification**

28.08 An employee assigned to work a minimum of one (1) hour in a higher Plant job classification or Clerical group will be paid an hourly differential for each hour or portion thereof so worked as approved by the Supervisor.

The hourly differential will be calculated by using the employees' current rate of pay and adding one step. Step 9A and 9B are excluded as steps for this Article.

A new job opening will exist when employees in an exchange area in any consecutive three (3) months do work in the specific higher Plant job classification or Clerical group, amounting in total to more than fifty percent (50%) of one (1) employee's time worked.

The new job opening shall be posted in the seniority unit where the hours have accumulated. If there are no suitable applicants in that seniority unit then a posting in accordance with Article 14.01 will be issued.

### **Pay Periods – Plant and Clerical**

28.09 Pay periods in all departments shall cover a two-week period from 12:01 a.m. Sunday to 11:59 p.m. Saturday.

## **ARTICLE 29 - HOURS OF WORK – PLANT**

- 29.01
- (a) Regular full-time employees hired prior to August 22, 2011 shall be scheduled to work 37.5 hours per week, 7.5 hours per day, Monday through Friday, 7am to 8pm.
  - (b) Regular full-time employees hired or promoted after August 22, 2011 shall be scheduled to work 37.5 hours per week, 7.5 hours per day, Monday through Saturday, 7am to 8pm.
  - (c) Article 29.01(a) and (b) do not apply to the Network services Technicians working shift work in the NOC.
  - (d) A regular part-time employee shall be scheduled to work up to 37.5 hours/week, Monday through Saturday, 7am to 8pm.
  - (e) A temporary employee shall be scheduled to work up to 37.5 hours/week, Monday to Saturday. 7am to 8pm.
  - (f) Both parties agree that the intent of this article is not to replace full-time positions with part-time positions or part-time positions with temporary employees.
- 29.02
- (a) Where shift work is required in Plant, any seven and a half (7.5) or twelve (12) consecutive hours, as applicable, except intermission for meals, shall constitute a day and such shift hours if permanent shall be inclusive of Saturdays, Sundays and holidays. Basic hours shall not exceed seventy-five (75) hours in a fourteen (14) day period.
  - (b) At least seven (7) days' notice by posting shall be given by the Company to an employee who is to be changed from his scheduled tour of duty, except when the change is from off- normal shift to day shift for at least five (5) shifts with no change in days of work or when the change is necessary to replace another employee who is absent unexpectedly.
  - (c) Where an employee's shift is changed temporarily to cover for an employee absent or terminated and notice of change is not given at least seven and one half (7.5) hours prior to the start of the shift, such employee shall be paid on an overtime basis on the first shift for time worked which is outside the shift previously scheduled for that day.
  - (d) An employee (other than an employee in the Network Surveillance Center working a 12-hour shift during the off-normal period) who is scheduled to shift work shall be paid a differential for each hour worked in the off-normal period, as follows:

<u>Hours Worked in the Off-Normal Period</u>	<u>Amount of Differential</u>
Each hour worked in the off-normal period prior to midnight	\$ 0.75
Each hour worked in the off-normal period after midnight	\$ 1.00

An employee in the Network Surveillance Center who works a 12-hour shift during the off-normal period shall be paid a differential of \$15.00.

- (e) Differentials shall not apply when the employee is being paid on an overtime basis.
- (f) Employees will be given preference in the selection of shift hours on the basis of seniority. The Company shall give first consideration to volunteers. If the shift hours cannot be filled by volunteers, the least senior employee with qualifications for the job shall be selected.

Currently, the most senior technician in the NOC has opted out of the night shift rotation. When this person leaves or is no longer in the NOC, it is understood that all remaining and new NOC staff will be required to rotate through all shifts on an equitable basis.

- (g) No split shifts shall be scheduled.
- (h) Evening shifts shall not be scheduled on a Saturday for Installation and Repair Technicians and Line Technicians.
- (i) Where NOC employees are required to work shifts of twelve (12) hours, the basic hours may be averaged over a four (4) week period, to a maximum of 160 basic hours. However, unless the employee and his manager mutually agree otherwise, an employee will not be scheduled to work more than four (4) consecutive twelve (12) hour shifts.

29.03 It is agreed that the Company may arrange for one or more employees to be scheduled to work each Saturday provided that an employee so scheduled will be granted consecutive day's off unless the employee requests some other day which will be mutually agreed upon between the employee and the manager.

29.04 A fifteen (15) minute relief period as close to the middle of each half tour as the efficiency of the operation permits shall be allowed all Plant employees.

## **Overtime Policy - Plant**

29.05 Except as otherwise provided in this Agreement, the payment for all work performed outside the regular hours shall be made at the employee's regular hourly rate multiplied by one and one-half (1 1/2) times the hours worked as determined in Article 29.07.

29.06 For overtime hours worked in excess of four (4) hours in one (1) week, an employee shall be paid his regular hourly rate multiplied by two (2) times the hours worked as determined in Article 29.07.

29.07 Overtime shall be determined and paid for in accordance with the following schedule:

10 - 15 minutes - 1/4 hour  
16 - 30 minutes - 1/2 hour  
31 - 45 minutes - 3/4 hour  
46 - 60 minutes - 1 hour

All overtime must be authorized by the immediate supervisor.

## **Banking Overtime - Plant**

29.08 Except for overtime compensated under the provisions Articles 29.05 and 29.06, an employee may be compensated for overtime hours worked by time off in lieu of overtime payment, from his scheduled tours of duty.

- (a) An employee wanting to bank such time off in lieu of overtime payment must advise his manager. Overtime hours banked by an individual employee for purposes of time off in lieu of overtime payment shall never exceed 75 hours plant, at any one time.
- (b) Time off in lieu of overtime payment shall be banked on the basis of one and one half (1.5) hours for each hour of overtime worked, and when taken, shall be paid at the employee's basic rate of pay. This time off shall constitute full compensation for those hours.
- (c) Once an employee advises his/her Manager that he will bank the overtime, it must be taken as time off and will not be paid out at any later date.
- (d) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company. The minimum amount of time off which may be granted under this section shall be one (1) hour.
- (e) Banking of Overtime will not be considered in the determination of double time for overtime hours worked.

## **Rest Period**

29.09 An employee who is required to work fifteen (15) hours or more in the twenty-four (24) hour period commencing with the start of his tour shall normally not be required to report for his next scheduled tour until he has had a total of eight (8) hours off the job between the end of such scheduled tour and the commencement of his next scheduled tour. He shall be paid on a straight time basis for any time on his next scheduled tour that is not worked as a result of so reporting.

If the Company requires the employee to commence his next scheduled tour without having the required eight (8) hours off the job, he shall be paid his regular hourly rate multiplied by two (2) during that tour for the difference in time between eight (8) hours and the actual time the employee had off the job between tours.

## **Sunday Premium Payment - Plant**

29.10 Plant employees working on Sunday shall be paid at twice the hourly rate unless such Sunday work is part of a regular scheduled shift when they shall be paid at the rate of time and one-half.

## **Call-Out Time - Plant**

29.11 Plant employees who are called out to work at hours other than regular scheduled shifts will be paid for time worked at the appropriate overtime rate or for a minimum equal to four (4) hours at straight time, whichever is the greater.

Should the employee clear the trouble from home, a two (2) hour straight time call out will be paid.

## **Bad Weather - Plant**

29.12 Where circumstances are such that it would, in the opinion of the manager, be impractical for all outside Crews to proceed with their normal occupations, work for such employees may be made inside, if possible, except in cases of emergencies.

29.13 In the event of work not being available as referred to in the preceding paragraph, sufficient qualified employees shall be allowed to "stand-by" to deal with any emergency that may arise, and shall be paid therefore at one-half (1/2) their normal rates of pay for a period not exceeding three (3) consecutive days.



### **Tower Time Allowance**

29.14 An employee required to work on a tower when he is from 50 to 85 feet above the ground shall be paid at a rate of time and one-half for all time worked at these heights.

An employee required to work on a tower when he is more than eighty-five (85) feet above the ground shall be paid at a rate of double time for all time worked above eighty-five (85) feet.

### **Differential for Working Saturdays on two (2) Consecutive Holiday Week-ends**

29.15 An employee required to work the Saturdays on two (2) consecutive holiday weekends will be paid a differential of twelve dollars (\$12.00) for the second Saturday.

### **Christmas Eve and New Year's Eve Premium Payment**

29.16 For tours and shifts commencing on December 24th and December 31st a premium consisting of the hourly basic wage for the time worked after 6:00 p.m. will be paid. This is in addition to any overtime, evening, night or Sunday premium payments which may be paid for the time worked. Employees who work night tours shall also receive this premium payment.

### **Compressed Work Week**

29.17 The Company may schedule employees to work a compressed workweek as defined below and subject to the following conditions:

- (a) The employee, or in the case of persons working in crews, all members of the crew and the manager must mutually consent to such a schedule.
- (b) The regular hours of work for employees scheduled to work a compressed work week shall be thirty-seven and one half (37.5) hours per week; nine and one half (9.5) hours per day for three (3) days, and nine (9) hours for one (1) day. All such hours to be scheduled between the hours of 7:00 a.m. and 8:00 p.m. daily, Monday through Friday.
- (c) Employees working a compressed week will be paid double time for all overtime hours worked in excess of two (2) hours in a day.

## **ARTICLE 30 - HOURS OF WORK - CLERICAL**

**30.01** (a) Regular full-time employees hired before August 22, 2011 shall be scheduled to work 37.5 hours per week, 7.5 hours per day, Monday through Friday, 7am to 8pm.

- (b) New regular full-time employees hired or promoted after August 22, 2011 shall work 37.5 hours per week, 7.5 hours per day, Monday through Saturday, 7am to 8pm.
- (c) A regular part-time employee shall be scheduled to work up to 37.5 hours/week, Monday through Saturday, 7am to 8pm.
- (d) A temporary employee shall be scheduled to work up to 37.5 hours/week, Monday to Saturday, 7am to 8pm.
- (e) Both parties agree that the intent of this article is not to replace full-time positions with part-time employees or part-time positions with temporary employees.
- (f) Shift start times will be consistent on a weekly basis and cannot be changed daily.

30.02 Where shift work is required in Clerical, any seven and one half (7-1/2) consecutive hours, except intermission for meals, shall constitute a day and such shift hours, if permanent, shall be inclusive of Saturdays, not including Saturday Evenings, Sundays and holidays. An employee who is scheduled for shift work shall be paid a differential for each hour worked in the off-normal period, as follows:

<u>Hours Worked in the Off-Normal Period</u>	<u>Amount of Differential</u>
Each hour worked in the off-normal period prior to midnight	\$ 0.75
Each hour worked in the off-normal period after midnight	\$ 1.00

These differentials shall not apply when the employee is being paid on an overtime basis.

30.03 It is agreed that the Company may arrange for one or more employees to be scheduled to work each Saturday provided that an employee so scheduled will be granted consecutive days off unless the employee requests some other day which will be mutually agreed upon between the employee and the manager.

- 30.04
- (a) Employees will be given preference in the selection of shift hours on the basis of seniority. The Company shall give first consideration to volunteers. If the shift hours cannot be filled by volunteers, the least senior employee with qualifications for the job shall be selected.
  - (b) No employees will be required to work split shifts.

- (c) Evening shifts shall not be scheduled on a Saturday.
- (d) At least seven (7) days' notice by posting shall be given by the Company to an employee who is to be changed from his scheduled tour of duty, except when the change is from off- normal shift to day shift for at least five (5) shifts with no change in days of work or where the change is necessary to replace another employee who is absent unexpectedly.
- (e) Where an employee's shift is changed temporarily to cover for an employee absent or terminated and notice of change is not given at least eight (8) hours prior to the start of the shift, such employee shall be paid on an overtime basis on the first shift for time worked which is outside the shift previously scheduled for that day.

30.05 All Clerical employees will be allowed a fifteen (15) minute relief period as close to the middle of each morning tour and each afternoon tour as the efficiency of the operation permits. In offices staffed by one (1) clerical employee, the employee will be required to provide continuous customer services.

**Overtime Policy - Clerical**

30.06 Except as otherwise provided in this Agreement, the payment for all work performed outside the regular hours shall be made at the employee's regular hourly rate multiplied by one and one-half (1 1/2) times the hours worked as determined in Article 30.08.

30.07 For overtime hours worked in excess of four (4) hours in one (1) week, an employee shall be paid his regular rate multiplied by two (2) times the hours worked as determined in Article 30.08.

30.08 Overtime shall be determined and paid for in accordance with the following schedule:

- 10 - 15 minutes - - 1/4 hour
- 16 - 30 minutes - - 1/2 hour
- 31 - 45 minutes - - 3/4 hour
- 46 - 60 minutes - - 1 hour

**Banking Overtime - Clerical**

30.09 Except for overtime compensated under the provisions Article 30.06 and 30.07, an employee may be compensated for overtime hours worked by time off in lieu of overtime payment, from his scheduled tours of duty.

- (a) An employee wanting to bank such time off in lieu of overtime payment must advise his manager. Overtime hours banked by an individual

employee for purposes of time off in lieu of overtime payment shall never exceed 75 hours clerical, at any one time.

- (b) Time off in lieu of overtime payment shall be banked on the basis of one and one half (1.5) hours for each hour of overtime worked, and when taken, shall be paid at the employee's basic rate of pay. This time off shall constitute full compensation for those hours.
- (c) Once an employee advises his/her Manager that he will bank the overtime, it must be taken as time off and will not be paid out at any later date.
- (d) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company. The minimum amount of time off which may be granted under this section shall be one (1) hour.
- (e) Banking of Overtime will not be considered in the determination of double time for overtime hours worked.

### **Sunday Premium Payment - Clerical**

30.10 Employees required to work on Sunday shall be paid at double time for the time worked.

### **Clerical Call-Out**

30.11 Clerical employees called into work during their off-time will be paid for time worked at overtime rates or for an amount equal to four (4) hours pay, whichever is greater.

### **Differential for Working Saturdays on two (2) Consecutive Holiday Week-ends**

30.12 An employee required to work the Saturdays on two (2) consecutive holiday weekends will be paid a differential of twelve dollars (\$12.00) for the second Saturday.

### **Compressed Work Week**

30.13 The Company may schedule employees to work a compressed workweek as defined below and subject to the following conditions:

- (a) The employee, or in the case of persons working in teams, all members of the team and the manager must mutually consent to such a schedule.
- (b) The regular hours of work for employees scheduled to work a compressed work week shall be thirty-seven and one half (37.5) hours per week; nine and one half (9.5) hours per day for three (3) days, and

nine (9) hours for one (1) day. All such hours to be scheduled between the hours of 7:00 a.m. and 8:00 p.m. daily, Monday through Friday.

### **Christmas Eve and New Year's Eve Premium Payment**

- 30.14 For tours and shifts commencing on December 24th and December 31st a premium consisting of the hourly basic wage for the time worked after 6:00 p.m. will be paid. This is in addition to any overtime, evening, night or Sunday premium payments which may be paid for the time worked. Employees who work night tours shall also receive this premium payment

### **ARTICLE 31 – REGULAR PART-TIME EMPLOYEES**

- 31.01 All Articles that form part of this collective agreement apply to regular part-time employees.
- 31.02 Please refer to Article 35.04 for the definition of a part-time employee.

### **ARTICLE 32 – TEMPORARY EMPLOYEES**

- 32.01 All matters relating to temporary employees including wages and working conditions shall be contained in this Article and shall be effective as of the date of signing of this Agreement. A clause or provision of this Agreement not contained herein shall not be applicable to temporary workers.
- 32.02 **Definition**  
Please refer Articles 35.02 (a), (b), and (c) for the definition of temporary employees.  
Articles 29.01(e) and 30.01(d) describe in more detail the hours of work.
- 32.03 **Deduction of Union Dues and Social Justice Fund**  
As in Article 3 of the Agreement.
- 32.04 **Management Rights**  
As in Article 4 of the Agreement.
- 32.05 **Union Activities**  
As in Articles 5, 6 and 7 of the Agreement.
- 32.06 **Grievance Procedure**  
As in Article 8 of the Agreement.
- 32.07 **Discipline**  
As in Article 9.02 first paragraph of the Agreement applies.

32.08 **No Strikes or Lockouts**  
As in Article 10 of the Agreement.

32.09 **Safety and Health**  
As in Article 19 of the Agreement.

32.10 **Medical Examination**  
As in Article 20 of the Agreement.

32.11 **No Guarantee**

The Company does not guarantee any hours of work per day or per week for any employee. When additional hours are available beyond the initial assignment of hours, they will be offered to the qualified employee within the same job title and location, in order of earliest date of hire.

32.12 **Wages**

Temporary employees shall be paid for each hour worked according to the wage schedule for the Job Classification in which they are employed. The interval between progression increases shall be six (6) calendar months.

Provisions contained in this Collective Agreement relating to Overtime, Off-Normal Hours Differentials, and Premiums apply to Temporary employees.

32.13 **Seniority**

(a) Seniority of a temporary employee shall be determined by the individual's last hire date unless the employee has previous bridged as per 32.13 b.

(b) If a temporary employee has any previous service as a temporary employee that service shall be bridged for seniority purposes as per Article 11.05 b.

32.14 Article 26.01 which deals with Sickness and Accident Indemnity applies as is for temporary employees.

32.15 Article 25.01 which deals with Vacation entitlement applies to temporary employees. Vacation time for temporary employees will be given as mutually agreed to by the employee and the Supervisor.

32.16 Article 22 which deals with Bereavement Pay applies to temporary employees with at least three consecutive months of service.

32.17 Temporary employees are eligible for payment for the following absences from scheduled tours of duty related to Witness and Jury duty as Article 23.

32.18 **Job Filling**

A temporary employee shall be entitled to apply to a job posting under Article 14.02 and be considered under Article 14.03 for selection if there are no qualified regular status applicants for the posting. If more than one temporary employee applies for a posting, seniority will be based upon the temporary employee's seniority date as per Article 32.13.

32.19 Temporary employees will be granted floater holidays in accordance with Article 25.13. For this article, seniority will be calculated as per Article 32.13 back to last date of hire. They will be paid for the holiday at the rate of 10% of their earnings for the basic hours worked (regular hours plus statutory holidays and floater holidays) during the previous pay period, to a maximum of the regular hours worked in that classification.

32.20 Temporary employees will be granted statutory holidays in accordance with the list in Article 25.07. Temporary employees who are entitled to wages for an average of twenty (20) hours per week during the thirty (30) days immediately preceding the granting of a holiday are entitled to be paid for the holiday at the rate of 10% of their earnings for the basic hours worked (regular hours plus statutory holidays and floater holidays) during the previous pay period, to a maximum of the regular hours worked in that classification.

32.21 Article 9.06 applies to temporary employees.

**ARTICLE 33 - APPENDICES**

33.01 Attached hereto and forming part of this Agreement are the following appendices:

Appendix "A" is a list of Plant Job Titles by Classification.

Appendix "B" is a schedule of the Hourly Wage Rates.

Appendix "C" is a summary of the Clerical Job Classifications and Job Titles.

Appendix "D" is a schedule of Plant and Clerical Weekly Wage Rates.

Appendix "E" is a summary of items of information which will be sent to the Union by the Company.

## **ARTICLE 34 - EMPLOYMENT EQUITY**

- 34.01 (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.
- (b) The Company and the Union agree that this article shall be applied in a manner consistent with their respective obligations as set out in this Collective Agreement.
- 34.02 To give effect to the principle that equal opportunity in employment for women, aboriginal people, people with disabilities and visible minority people, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that:
- (a) Notwithstanding the provisions of Article 14, the Company may, effective January 1 of each year, in each (12) month period, fill up to two (2) job openings in the Company, for the purpose of Employment Equity.
- (b) The Company shall inform the Local President and the National Representative of any job opening so filled.
- 34.03 This article will not prejudice a member's layoff or recall rights contained within this agreement.

## **ARTICLE 35- DEFINITIONS**

### **Definitions**

- 35.01 (a) A "regular employee on the active payroll" is an employee in the bargaining unit actively at work, or on annual vacation leave, absent because of Company holidays, Witness or Jury Duty, on bereavement leave, on paid sick leave, on WSIB benefits but not on a permanent disability pension, on Union leave except under 21.03, except employees on probation (Article 11.06), student employees (Article 28.07) and temporary employees (Article 32.02).
- (b) - "Regular Employee" means an employee whose employment is reasonably expected to continue for longer than two (2) years, although such employment may be terminated earlier by action on the part of the Company or the employee.
- 35.02 (a) – "Temporary Employee" means an employee who was engaged on the understanding that the period of employment was expected to continue for more than three (3) weeks but not more than two (2) years.



(b) - A Temporary employee, upon accumulating twenty-four (24) consecutive months of time worked, shall be offered a Regular Part-Time position and, upon his acceptance, be reclassified, to a Regular Part-Time status, in his current job and at his current work location. Should the employee refuse this offer, his employment shall be terminated.

(c) - If a temporary employee is rehired within a year of leaving the company, the employee will have his seniority bridged.

35.03 "Full-Time Employee" means an employee (Regular or Temporary) who is normally required to work the basic hours of work as established for his occupation.

35.04 "Part-Time Employee" means an employee (Regular or Temporary) who is normally required to work less than the basic hours of work for a Full-Time employee. A Part-Time employee shall not be construed to occupy or to have claim to a Full-Time position by virtue of having worked the basic hours of work established for a Full-Time employee. Part-time employees will work a minimum of 15 hours per week.

## **ARTICLE 36 – MISCELLANEOUS**

### **Special Provisions - Plant**

36.01 Employees not on temporary transfer and are required to work outside their Seniority Unit will be provided with their noon meal up to **\$25.00** supported by receipts.

36.02 Outside Plant employees will be provided with one (1) pair of standard work gloves. Such gloves will be charged to the employee if lost, but will be replaced by the Company if worn out through normal use.

36.03 All new employees shall be provided with tools including carrying pouch, pliers diagonals and long-nose pliers to Maintenance employees and necessary tools for Line Technicians. Such tools will be charged to the employee if lost, but will be replaced by the Company if worn out through normal use.

### **Special provisions – Clerical**

36.04 Employees not on temporary transfer and are required to work outside their Seniority Unit will be provided with their noon meal up to **\$25.00** supported by receipts.

## **Overtime Meal Allowance – Plant and Clerical**

- 36.05 When an employee's manager anticipates that an employee will work more than three (3) hours overtime, which is continuous with either the beginning or end of their scheduled tour, they will be entitled to a paid meal break prior to starting his regular shift or his overtime, not to exceed twenty (20) minutes, and a meal allowance supported by a receipt as per Article 16.12. Employees will also be entitled to an additional 20 minute paid break for each additional four (4) consecutive hours of overtime worked.

### **ARTICLE 37 - DURATION**

- 37.01 This Agreement shall become effective on **July 1, 2022** remain in force and effect up to and including the **30<sup>th</sup> day of June, 2026** and shall remain in force and effect from year to year thereafter unless written notice of a desire to amend or to terminate it is given by either party to the other.
- 37.02 Either party may give to the other party notice in writing, not more than ninety (90) days and not less than thirty (30) days, prior to the expiration date of its desire to revise this Agreement.

Within ten (10) days after such notice is given, the parties shall meet to consider such revision.

37.03 It is understood that during any negotiations following upon notice of termination or notice of amendments, either party may bring forward counter proposals arising out of or related to the original proposals.

EXECUTED at **Timmins**, Ontario, this **24<sup>th</sup> day of August 2022**.

**FOR THE COMPANY**

**FOR THE UNION**

\_\_\_\_\_  
T. Deighton

\_\_\_\_\_  
J. Logan

\_\_\_\_\_  
G. Bruneau

\_\_\_\_\_  
B. Culhane

\_\_\_\_\_  
M. Primeau

\_\_\_\_\_  
J. Mascaro

\_\_\_\_\_  
J. Deleew

\_\_\_\_\_  
Y. Lebel

## APPENDIX "A" PLANT JOB CLASSIFICATIONS

### JOB CLASSIFICATIONS

### JOB TITLE

IA	NETWORK SERVICES TECHNICIAN (SPECIALIST) SPECIAL SERVICES NETWORK TECHNICIAN (SPECIALIST) SERVER TECHNICIAN (SPECIALIST) MTX TECHNICIAN (SPECIALIST) <b>TEAM LEAD</b>
I	CENTRAL OFFICE TECHNICIAN BUSINESS SERVICES TECHNICIAN COMBINATION TECHNICIAN CABLE SPLICER/REPAIR TECHNICIAN ANALYSER CONTROL CENTRE TECHNICIAN (RES) CONTROL CENTRE TECHNICIAN (BUS) DATA COORDINATOR ENTERPRISE HELP DESK TECHNICIAN NETWORK SERVICES TECHNICIAN SPECIAL SERVICES NETWORK TECHNICIAN SERVER TECHNICIAN <b>DISPATCHER</b>
IIA	<b>IT SUPPORT TECHNICIAN</b>
II	TESTER RESIDENTIAL SERVICES TECHNICIAN <b>HELP DESK TECHNICIAN</b>

**APPENDIX "B" HOURLY WAGE RATES**

<b><u>STEP</u></b>	<b><u>July 1, 2022</u></b>	<b><u>July 1, 2023</u></b>	<b><u>July 1, 2024</u></b>	<b><u>MAXIMUM WAGE RATE FOR:</u></b>
	2.0%	2.0%	2.0%	
N1	16.7548	17.0899	17.4317	
N2	17.3040	17.6501	18.0031	
N3	17.8536	18.2106	18.5749	
1	18.6221	18.9946	19.3745	
2	20.4176	20.8260	21.2425	
3	22.2972	22.7431	23.1980	
4	23.2450	23.7099	24.1841	LABOURER
5	24.6487	25.1417	25.6445	
<b>6</b>	<b>26.1680</b>	<b>26.6914</b>	<b>27.2252</b>	<b>CLASS IV, CLERK 4</b>
7	27.6077	28.1599	28.7231	CLASS III, CLERK 5, SR REP3 – RESIDENTIAL REP (HIRED AFTER SEPT 8, 2014)
8	29.0944	29.6763	30.2698	
9	31.0067	31.6268	32.2593	CLASS II, CLERK 6, SR REP2 – RESIDENTIAL REP (HIRED BEFORE SEPT 8, 2014)
9A	32.6481	33.3010	33.9670	SR REP1 – BUS SERV REP, SR MOBILITY REP, SR RES SERV REP, BUS ANALYST ASST)
9B	33.8642	34.5415	35.2323	SR BUSINESS REP
10	33.3243	33.9908	34.6706	<b>CLASS IIA – IT SUPPORT TECHNICIAN</b>
11	35.6609	36.3742	37.1016	SERVICE REP TRAINER / NETWORK ACCESS COORDINATOR
12	37.4401	38.1889	38.9527	CLASS I
13	39.4818	40.2714	41.0768	CLASS IA

**NOTE:** The time interval between Steps is six (6) months.  
 For Steps N1, N2 and N3, at the end of the 18 month training ‘apprenticeship’ period, the employee will continue to follow the wage table.  
 Step 9A and 9B are only used in the progression to the maximum rate of positions identified in above table.

**APPENDIX "B" HOURLY WAGE RATES**

<b><u>STEP</u></b>	<b><u>July 1, 2025</u></b>	<b><u>MAXIMUM WAGE RATE FOR:</u></b>
	2.0%	
N1	17.7804	
N2	18.3631	
N3	18.9464	
1	19.7620	
2	21.6674	
3	23.6620	
4	24.6678	LABOURER
5	26.1574	
<b>6</b>	<b>27.7697</b>	<b>CLASS IV, CLERK 4</b>
7	29.2975	CLASS III, CLERK 5, SR REP3 – RESIDENTIAL REP (HIRED AFTER SEPT 8, 2014)
8	30.8752	
9	32.9045	CLASS II, CLERK 6, SR REP2 – RESIDENTIAL REP (HIRED BEFORE SEPT 8, 2014)
9A	34.6464	SR REP1 – BUS SERV REP, SR MOBILITY REP, SR RES SERV REP, BUS ANALYST ASST)
9B	35.9370	SR BUSINESS REP
10	35.3640	<b>CLASS IIA – IT SUPPORT TECHNICIAN</b>
11	37.8437	SERVICE REP TRAINER / NETWORK ACCESS COORDINATOR
12	39.7318	CLASS I
13	41.8984	CLASS IA

**NOTE:** The time interval between Steps is six (6) months.  
 For Steps N1, N2 and N3, at the end of the 18 month training ‘apprenticeship’ period, the employee will continue to follow the wage table.  
 Step 9A and 9B are only used in the progression to the maximum rate of positions identified in above table.

## **APPENDIX "C" CLERICAL JOB CLASSIFICATIONS**

### **JOB CLASSIFICATIONS**

### **JOB TITLE**

SERVICE REP 3

RESIDENTIAL SERVICE REP  
(Hired after September 8, 2014)

**CLERK 4**

I&R CLERK  
CORPORATE SERVICES CLERK  
ENGINEERING SPECIAL SERVICE CLERK  
BILLING CLERK  
BILLING CLERK/RECEPTIONIST  
NETWORK OPERATIONS CLERK  
CUSTOMER CARE CLERK  
SERVICE BUREAU/BILLING CLERK  
SERVICE BUREAU CLERK

**CLERK 6**

OUTSIDE PLANT ENGINEERING CLERK  
SENIOR BILLING CLERK  
SENIOR ENGINEERING SPECIAL  
SERVICES CLERK  
FINANCIAL CLERK  
MARKETING SUPPORT CLERK  
CONTROL CENTRE CLERK

**JOB CLASSIFICATIONS**

**JOB TITLE**

SERVICE REPRESENTATIVE 2

RESIDENTIAL SERVICE REP  
(Hired before September 8, 2014)

SERVICE REPRESENTATIVE 1

BUSINESS SERVICE REP  
SENIOR RESIDENTIAL SERVICE REP  
SENIOR MOBILITY SERVICE REP  
BUSINESS ANALYST ASSISTANT  
CARRIER SERVICE REP

SENIOR BUSINESS REP

SENIOR BUSINESS REP

SERVICE REP  
TRAINER/NETWORK ACCESS  
COORDINATOR

SERVICE REP TRAINER/NETWORK  
ACCESS COORDINATOR



**APPENDIX "D" PLANT & CLERICAL WEEKLY WAGE RATES**

**PLANT WEEKLY WAGE RATES (37.5 HOUR PER WEEK)**

<b>Step</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>
	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
1	698.3288	712.2975	726.5438	741.0750
2	765.6600	780.9750	796.5938	812.5275
3	836.1450	852.8663	869.9250	887.3250
4	871.6875	889.1213	906.9038	925.0425
5	924.3263	942.8138	961.6688	980.9025
6	981.3000	1,000.9275	1,020.9450	1,041.3638
7	1,035.2888	1,055.9963	1,077.1163	1,098.6563
8	1,091.0400	1,112.8613	1,135.1175	1,157.8200
9	1,162.7513	1,186.0050	1,209.7238	1,233.9188
10	1,249.6613	1,274.6550	1,300.1475	1,326.1500
11	1,337.2838	1,364.0325	1,391.3100	1,419.1388
12	1,404.0038	1,432.0838	1,460.7263	1,489.9425
13	1,480.5675	1,510.1775	1,540.3800	1,571.1900

**PLANT WEEKLY WAGE RATES (40 HOUR PER WEEK - NOC)**

<b>Step</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>
	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
1	744.8840	759.7840	774.9800	790.4800
2	816.7040	833.0400	849.7000	866.6960
3	891.8880	909.7240	927.9200	946.4800
4	929.8000	948.3960	967.3640	986.7120
5	985.9480	1,005.6680	1,025.7800	1,046.2960
6	1,046.7200	1,067.6560	1,089.0080	1,110.7880
7	1,104.3080	1,126.3960	1,148.9240	1,171.9000
8	1,163.7760	1,187.0520	1,210.7920	1,235.0080
9	1,240.2680	1,265.0720	1,290.3720	1,316.1800
10	1,332.9720	1,359.6320	1,386.8240	1,414.5600
11	1,426.4360	1,454.9680	1,484.0640	1,513.7480
12	1,497.6040	1,527.5560	1,558.1080	1,589.2720
13	1,579.2720	1,610.8560	1,643.0720	1,675.9360

**CLERICAL WEEKLY WAGE RATES (37.5 HOURS PER WEEK)**

<b>STEP</b>	<b>July 1, 2022</b>	<b>July 1, 2023</b>	<b>July 1, 2024</b>	<b>July 1, 2025</b>
	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>	<b>2.0%</b>
1	698.3288	712.2975	726.5438	741.0750
2	765.6600	780.9750	796.5938	812.5275
3	836.1450	852.8663	869.9250	887.3250
4	871.6875	889.1213	906.9038	925.0425
5	924.3263	942.8138	961.6688	980.9025
6	981.3000	1,000.9275	1,020.9450	1,041.3638
7	1,035.2888	1,055.9963	1,077.1163	1,098.6563
8	1,091.0400	1,112.8613	1,135.1175	1,157.8200
9	1,162.7513	1,186.0050	1,209.7238	1,233.9188
9A	1,224.3038	1,248.7875	1,273.7625	1,299.2400
9B	1,269.9075	1,295.3063	1,321.2113	1,347.6375
10	1,249.6613	1,274.6550	1,300.1475	1,326.1500
11	1,337.2838	1,364.0325	1,391.3100	1,419.1388

## **APPENDIX "E" INFORMATION TO THE UNION**

The following items of information will be **emailed to the Local President** as indicated below:

### **Distribution**

		<u>Article</u>
1.	Dues deduction list monthly	3.03
2.	Hiring and Separation lists monthly	3.04
3.	Written notice of discharge or suspension	9.02
4.	Seniority Lists December 31 and June 30	11.04
5.	Final Surplus List	12.07
6.	Recall Notices	12.09(b)
7.	Job Postings and Notification of Successful Applicants	14.07
8.	Notice of New Job Titles	14.15
9.	Monthly and bi-annual overtime reports	

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LETTER OF AGREEMENT

BETWEEN

UNIFOR Local 6  
(hereinafter called the Union)

AND

NORTHERNTEL LIMITED PARTNERSHIP  
(hereinafter called the Company)

CONCERNING

EMPLOYMENT EQUITY COMMITTEE

This letter is to record the agreement between the Company and the Union regarding the continuation of the Joint Employment Equity Committee.

COMPOSITION OF THE JOINT COMMITTEE

a) This Committee will consist of:

- Two (2) persons selected by the Union with representation from the Plant and Clerical groups.
- Two (2) persons selected by the Company to serve as members of the Committee.

b) Support Staff

Other resource people may be invited to and may attend meetings as approved by the committee.

c) This Committee will report to the Labour Management Committee on a regular basis for support, guidance and resolution of barriers.

COMMITTEE ACTIVITIES:

- Educate all employees to provide a supportive workplace for employment equity.
- Review hiring practices.
- Help female employees to move into technical (non-traditional) jobs.

As well, the Company and the Union recognize that there is a need for continuing and reasonable education of the Committee members in the field of employment equity.

**COMMITTEE MEETINGS:**

The Committee will meet as required but at least twice per year. Bargaining Unit employees' wages, travel, accommodation and meal expense shall be governed by Article 7 of the Collective Agreement.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union



LETTER OF AGREEMENT  
BETWEEN

UNIFOR Local 6  
(hereinafter called the Union)

AND

NORTHERNTEL LIMITED PARTNERSHIP  
(hereinafter called the Company)

CONCERNING

JOINT HEALTH AND SAFETY COMMITTEE

This letter is to record the agreement between the Company and the Union that a Joint Health and Safety Committee will be established as follows:

Vision: To continuously improve the Health and Safety environment for NorthernTel Employees.

Mission: We will: - Improve prevention awareness for all employees.  
- Develop knowledge and commitment of all NorthernTel Limited Partnership employees.

Structure: As recognized by Labour Canada one Health and Safety Committee will exist within the Company to represent all employees.

- a) This Committee will consist of:
- Three (3) persons selected by the Union with representation from both the Plant and Clerical groups.
  - Three (3) persons selected by the Company to serve as members of the Committee.

- b) Support Staff

The Safety Supervisor will serve as the Secretary of this Committee and will have the responsibility of preparing agendas, writing minutes and generally assisting the chairpersons in the conduct of the Committee business.

Other resource people may be invited to and may attend meetings as approved by the Committee.

- c) This Committee will report to the Labour Management Committee on a regular basis for support, guidance and resolution of barriers.

- d) Subject to the reasonable needs of the business, the Company and the Union will make use of video and/or teleconferencing whenever practical.

Core Activities:

1. Fulfill duties and responsibilities of all applicable laws, regulations and guidelines.
2. Partnership in developing Corporate Health and Safety Policies and Programs.
3. Respond to specific issues and monitor Health and Safety programs.
4. Directly influence and monitor Health and Safety communication, training and educational programs and recommend the development or modification as appropriate.

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For the Company

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For the Union

LETTER OF AGREEMENT

BETWEEN

UNIFOR Local 6  
(hereinafter called the Union)

AND

NORTHERNTEL LIMITED PARTNERSHIP  
(hereinafter called the Company)

CONCERNING

AVERAGING HOURS OF WORK

1. This is to confirm the understanding of the parties related to the averaging of hours of work in all of the Company's industrial establishments pursuant to subsection 169(2), 171(2) and 172(1) of the Canada Labour Code.
2. The parties recognize that the nature of the work of the bargaining unit employees necessitates irregular distribution of their hours of work and wish to enter into the averaging arrangement. Accordingly, the hours of work of each of the bargaining unit employees in a day and in a week will be calculated as an average over an averaging period of twenty (26) weeks.
3. The above arrangements shall become effective on signing and shall remain in force during the term of the current collective agreement.

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For the Company

---

For the Union

LETTER OF AGREEMENT

BETWEEN

UNIFOR Local 6  
(hereinafter called the Union)

AND

NORTHERNTEL LIMITED PARTNERSHIP  
(hereinafter called the Company)

CONCERNING

ON CALL PROGRAM FOR TECHNICIANS

The Company and the Union agree that an on call program for technicians may be required in certain departments in order to meet service level agreements and/or service indicators.

Therefore both Parties agree to implement an on call rotation for technicians where and when required as determined by the Company. The technicians will be on call for a period of one week at a time from Monday at 12:00AM to Sunday at 11:59PM. During this weekly on call period, the on call technician will be required to be available at all times. Each technician will receive 7 hours pay at his/her regular rate wage rate for each full week of being on call. An employee will not be required to be on call for more than one week per month. The technician will also continue to be reimbursed for any hours actually worked as result of being called out. These payments will be as per the provisions of the collective agreement.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

LETTER OF AGREEMENT  
BETWEEN

Unifor Local 6  
(hereinafter called the Union)

AND

NORTHERNTEL LIMITED PARTNERSHIP  
(hereinafter called the Company)

CONCERNING

REQUEST FOR AND APPROVAL OF FLOATERS AND BANKED TIME OFF

The Company commits to accommodating employee request for time off (floaters and banked time). The Company will do what it can to accommodate an employee's needs. However, there will be occasions when the Company will not be able to accommodate a request due to business needs. When the Company cannot accommodate a request for time off, the employee will be informed in a timely manner and a detailed explanation will be provided.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

LETTER OF AGREEMENT

BETWEEN

Unifor Local 6  
(hereinafter called the Union)

AND

NORTHERNTEL LIMITED PARTNERSHIP  
(hereinafter called the Company)

CONCERNING

**CONSOLIDATION OF THE NORTHERNTEL AND ONTERA CALL CENTERS**

The Company and the Union agree that the current situation of operating two small call centers as distinct and separate business units is not practical from an operational and customer service perspective.

The Company and the Union agree that it makes sense that both call centers be consolidated into one and that both groups of employees (USW and Unifor) be combined into one pool of employees who can be assigned to work on any customer service functions related to NorthernTel, Ontera, KMTS and/or DMTS customers. This means there will be one pool of employees available to take calls and service all the customers mentioned above.

Any overtime required to service NorthernTel's customers will first be offered to NorthernTel CSR's.

The Company and the Union agree that the consolidation will proceed in a manner that respects the working conditions of both groups of employees as outlined in their respective collective agreements, including seniority and separate vacation lists. Furthermore, the consolidation of the call centers will not directly result in the forced lay-off on any bargaining unit employees.

The Company and the Union agree to discuss any issues or concerns regarding the consolidation of the call center in a proactive manner through the joint consultative process. The parties will review the implementation of this LOU at a minimum on a quarterly basis and make changes as required.

Either party can terminate this agreement by giving the other party 6 months' notice.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

LETTER OF AGREEMENT

BETWEEN

Unifor Local 6  
(hereinafter called the Union)

AND

NORTHERNTEL LIMITED PARTNERSHIP  
(hereinafter called the Company)

CONCERNING

**CONSOLIDATION OF NORTHERNTEL AND ONTERA NOC'S**

The Company and the Union agree that the current situation of operating two small NOC's as distinct and separate business units is not practical from an operational and customer service perspective.

The Company and the Union agree that both NOCs be consolidated into one and that both groups of employees (USW and Unifor) be combined into one pool of employees who can be assigned to work on any and/or all NOC functions regardless of the equipment or network the work is associated with. This means there will be one pool of employees available to perform NOC work.

Any overtime required to service NorthernTel's network will first be offered to NorthernTel technicians.

The Company and the Union agree that the consolidation will proceed in a manner that respects the working conditions of both groups of employees as outlined in their respective collective agreements, including seniority and separate vacation lists. Furthermore, the consolidation of the NOC will not directly result in the forced lay-off on any bargaining unit employees.

The Company and the Union agree to discuss any issues or concerns regarding the consolidation of the NOC in a proactive manner through the joint consultative process. The parties will review the implementation of this LOU at a minimum on a quarterly basis and make changes as required.

Either party can terminate this agreement by giving the other party six (6) months' notice.

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For the Company

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For the Union

LETTER OF AGREEMENT

BETWEEN

Unifor Local 6  
(hereinafter called the Union)

AND

NORTHERNTEL LIMITED PARTNERSHIP  
(hereinafter called the Company)

CONCERNING

**SHARING OF FIELD SERVICE and/or FULFILLMENT (NETWORKING) WORK WITH  
ONTERA**

The Company and the Union agree to the following terms and conditions related to the sharing of field service and/or fulfillment (networking) technician work between NorthernTel and Ontera.

The Company and the Union agree that the current situation of operating the outside technician groups of NorthernTel and Ontera as distinct and separate business units is not practical from an operational and customer service perspective.

The Company and the Union agree that in most situations, each group of bargaining unit employees has a distinct customer base and a distinct network, which differentiates their work. However, the future evolution of the network will result in a blurring of these distinctions and one network will eventually evolve.

The Company and the Union agree that it makes sense that both groups of technicians be consolidated into one as required to get the work done. This means that both groups of employees (USW and Unifor) can be assigned to work on any and/or all functions regardless of the equipment or network the work is associated with.

The Company and the Union agree that technicians from both groups (USW and Unifor) can be assigned to work on any and/or all functions regardless of the equipment or network the work is associated with during regular hours of work, based on the needs of the business.

Any call outs and/or overtime required to service NorthernTel buildings, equipment or customers will first be offered to NorthernTel technicians. If NorthernTel technicians are not available, then the work will be offered to capable Ontera technicians.

The Company and the Union agree that the sharing of work and pooling of employees will proceed in a manner that respects the working conditions of both groups of employees as outlined in their respective collective agreements,



**including seniority and separate vacation lists. Furthermore, the sharing of the work will not directly result in the forced lay-off on any bargaining unit employees.**

**The Company and the Union agree to discuss any issues or concerns regarding the sharing/polling of resources in a proactive manner through the joint consultative process. The parties will review the implementation of this LOU at a minimum on a quarterly basis and make changes as required.**

**Either party can terminate this agreement by giving the other party six (6) month's notice.**

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For the Company

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For the Union

LETTER OF AGREEMENT

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CONCERNING

CHANGES TO THE DEFINED BENEFIT PENSION PLAN

During the recently completed bargaining for the renewal of the Collective Agreement, the Company announced changes to the Company's Defined Benefit Pension Plan. These changes are outlined below:

For retirements before July 1, 2018:

- Unreduced pension entitlement is at age 65
- With employer consent, unreduced pension can be granted at 57/85
- For anyone retiring before July 1, 2018, employer consent will continue to be granted to all cases

For retirements on or after July 1, 2018

- Unreduced pension entitlement is at earlier of age 65 or attainment of 60/85
- With employer consent, unreduced pension can be granted at 57/85
- For anyone retiring on or after July 1, 2018, employer consent will not automatically be granted

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For the Company

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For the Union

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CONCERNING

BENEFITS COVERAGE FOR TEMPORARY EMPLOYEES

As discussed during the recently completed bargaining for the renewal of the Collective Agreement, the Company agrees to provide benefits coverage to temporary employees as per the company practices and procedures for temporary employees.

Temporary employees with at least six months of continuous service will be covered under basic life and accident insurance, business travel accident insurance and business travel health. Sickness and disability is as per Article 32.14 of the Collective Agreement.

Both Parties agree that the coverage for temporary employees may change during the life of the collective agreement. If such changes occur, the Company will advise the Union prior to implementing any changes.

This LOA takes effect for temporary employees who become eligible for benefits after January 1, 2017

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For the Company

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For the Union

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CONCERNING

MENTAL HEALTH

In September 2010, Bell Let's Talk began a new conversation about Canada's mental health. At the time, most people were not talking about mental illness. But the numbers spoke volumes about the urgent need for action.

Millions of Canadians, including leading personalities engaged in an open discussion about mental illness, offering new ideas and hope for those who struggle and those numbers grow every year.

Given Bell Canada's leadership in the area of Mental Health, NorthernTel and Unifor recognize the importance of ensuring a workplace culture which promotes and improves the mental health of all employees in the workplace.

NorthernTel and Unifor have a common interest in promoting and enhancing a working relationship consistent with the principles of the Bell Let's Talk initiative.

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For the Company

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For the Union

LETTER OF AGREEMENT  
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CONCERNING

PAID DOMESTIC LEAVE

The Company recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, where there is adequate and timely verification from a recognized professional (e.i. doctor, lawyer, registered counsellor), and employee who is in an abusive or violent situation will not be subject to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by the provisions of Article 26 will be granted as absence with pay, up to a maximum of five (5) days per calendar year.

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For the Company

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For the Union

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CONCERNING

EMPLOYEES STRUGGLING WITH ADDICTION PROBLEMS

The parties recognize that addiction problems such as alcoholism and substance addiction are illnesses recognized by the medical profession.

In this context, the parties agree that it is important to collaborate in order to help employees struggling with a known addiction problem while respecting the confidentiality principles associated with any health issues.

The parties also agree that employees who respect the eligibility criteria, as defined by the Company, of the short term and long term disability programs will be eligible to disability benefits as long as they participate actively in a treatment plan recognized by the medical authorities.

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For the Company

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For the Union

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CONCERNING

HOME DISPATCH PROGRAM

The Company may amend the Home Dispatch Program after mutual agreement and consultation with the union and 14 days' notice.

The company may choose to terminate any individual's participation in the program in the event of persistent non-compliance with this policy.

All Field Service Technicians may choose to opt out of the home dispatch program. Program participation requires technicians to live up to 50 kilometers of the work centre.

Use of company vehicles is subject to Bell's Fleet policy.

Travel from home to a remote or customer site within the city of the work centre and surrounding area up to 50 kilometers will be done with the company vehicle and is unpaid time.

Travel from home to a remote or customer site outside the city of the work centre or beyond 50 kilometers is paid time less the standard commute time. The technician must dispatch at a time that would allow him/her to be at the work centre by the beginning of the shift. For example, if a technician's standard commute to the work centre would be 30 minutes and the shift start time was 8:00 AM, s/he should dispatch at 7:30 AM.

If the Home dispatched technician is not travelling to a customer or remote site at the beginning of the shift the technician must report to the work centre for the start of the shift. If a technician is leaving a customer or remote site and it is not the end of a shift, they are to report back to the work centre. Travel to or from home to the work centre is unpaid.

The Company or the Union may terminate the Home Dispatch Program after consultation with the other party and 60 days' notification to affected technicians.

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For the Company

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For the Union



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CONCERNING

DOCTORS NOTES

The parties agree to the following:

The Company will advise the union on any incidental absenteeism cases (excluding STD and LTD) requiring doctors notes prior to requesting a doctor's note from the affected employee.

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For the Company

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For the Union

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CONCERNING

**PAID EDUCATION LEAVE**

**The Employer agrees to pay into a special fund an amount of six thousand (\$6000) dollars to Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a yearly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:**

**Unifor Paid Education Leave Program  
115 Gordon Baker Road  
Toronto ON M2H 0A8**

**The Employer shall approve Education Leave, without pay, for the members of the bargaining unit at the request of the Union. Request for such leave of absence will be submitted at least 30 days in advance and approval will be subject to operational needs. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection and education leave dates. Employees on PEL leave of absence will continue to accrue seniority and service.**

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For the Company

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For the Union

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CONCERNING

**WOMEN'S ADVOCATE**

The company and union agree that female employees may sometimes need to discuss with another women matters such as violence or abuse at home or workplace harassment.

They also may need to find out about special resources in the community such as counselors or women's shelters to assist them in dealing with these or other issues.

The parties agree to recognize a UNIFOR female member who will serve in the role of Women's Advocate. The female advocate will meet with female members as required to discuss problems with them in a private area provided by the employer for confidentiality.

The Company will ensure that the designated Women's Advocate will be afforded the time off for training subject to business needs. Unifor shall be responsible to reimburse the Company for the time off for training. Unifor shall also be responsible for all training and associated expenses. All other time required for the Women's advocate to carry out their role will be paid by the company.

The Women's Advocate will develop appropriate communication to inform female employees about the advocacy role.

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For the Company

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For the Union

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CONCERNING

**SUPPORT FOR EMPLOYEES SUBJECT TO RACIAL DISCRIMINATION**

The Company and Unifor are committed to take action and work toward eradicating racism in all forms and for all working people. The Company has undertaken numerous initiatives in the recent years to educate employees and managers on building an inclusive culture and eliminating bias and micro-aggressions.

The Company recognizes March 21<sup>st</sup> as the International Day for the Elimination of Racial Discrimination and supports numerous activities and groups that provide help and services to racialized employees through its Bell Let's Talk program.

NorthernTel and Unifor recognize the importance of ensuring that employees from the Black, Indigenous and People of Color community are aware of the various support groups available to them, that they can participate in activities and provide their input. Furthermore, the parties agree to work together to promote a diverse workforce, prevent racisms and intervene quickly in situations where employees are subject to racial discrimination and racial violence.

In light of the above, NorthernTel and Unifor agree to the following:

**Anti-Racism Advocate**

The parties agree as follows:

1. The Union will identify an Anti-Racism Advocate for the unionized employees working at NorthernTel and represented by Unifor.
2. The Anti-Racism Advocate is a workplace representative who will assist and provide support for Black, Indigenous, and racialized workers whose role in the workplace will include:
  - Listening.

- Promoting access to services provided by the employer and community and culturally appropriate services.
  - Collaborate with the Company on its Diversity and Inclusion initiatives.
  - Networking with allied organizations and local community partners.
  - Collaborate with the Company to eliminate racial discrimination and violence in the workplace and direct the employees to the Company's appropriate support resources, processes, and policies.
3. All time off request for the Anti-Racism Advocate will be paid by the Union on the code OXP. The Union shall also be responsible for all training costs and associated expenses for the Anti-Racism Advocate.

**Additional measures**

1. The Company will invite the Bell Diversity and Inclusion Director and the Anti-Racism Advocate once a year during a Labour Relations Committee meeting to review the various initiatives put forward by Bell and its affiliated companies to support racialized employees.
2. The Company and Unifor agree to discuss concerns or issues identified by the Anti-Racism Advocate once a year regarding racism or support available towards racialized employees during its Labour Relations Committee Meetings.
3. Such time spent by the Anti-Racism Advocate during the above-mentioned meetings will be considered company paid union time.

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CONCERNING

**TELEWORKING / BELL WORKWAYS PROGRAM**

In the context of the pandemic, Bell Canada introduced the Bell Workways Policy which is designed to provide employees with the opportunity to more effectively manage work, family and other life commitments by providing alternative approaches to where and when work gets done, while ensuring we continue to meet Bell's business objectives and deliver strong results.

As a result of the Bell Workways Policy, each employee has been assigned a Bell Workways Profile based on their role, which is either Remote, Mobile or Full-Time in office.

Regardless of an employee's workways profile, all provisions of the Collective Agreement continue to apply. The Company will provide a monthly employee's list to the Union, which identifies the employees' Workways profile.

Participation in a Remote or Mobile profile under the Bell Workways Policy is voluntary for employees.

**General**

Any reference to the Bell Workways Policy in this MOA does not have the effect of incorporating the Policy in the Collective Agreement. However, the employees will be allowed to file grievances if the company acted arbitrarily, in a discriminatory manner or in bad faith in applying the Bell Workways policy.

All individual situations that are not covered by this MOA will be addressed by either parties at a local level.

Any disagreement on the terms of this Memorandum of Agreement may be brought to the Joint Labour Relations Committee for discussion.

Bell commits to maintain the Bell Workways Policy, in effect on August 3, 2022, as

is for plant and clerical employees at NorthernTel for the duration of this Collective Agreement. For further clarity, an employee who respects the terms of the Bell Workways policy will remain on his/her Bell Workways profile for the duration of this collective agreement. This MOA will expire at the end of this collective agreement, which expires on June 30, 2026.

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For the Company

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For the Union

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CONCERNING

**SERVICE REPRESENTATIVES – ANALYST WORK**

**Services Representatives that are called upon to do Business Analyst Assistant work on a temporary basis (such as documenting, updating and/or creating processes) will be paid for this time as per Article 28.08.**

**This applies to SR Rep 1, SR Rep 2, SR Rep 3 and Senior Business Rep job classifications.**

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For the Company

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For the Union