

**Agreement between  
Tbaytel and  
Local Union 339  
The International Brotherhood  
of Electrical Workers (I.B.E.W.)**

**Craft Unit**

April 1, 2017 – March 31, 2021

**tbaytel**



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THIS AGREEMENT made and entered into this 1st day of April, 2017

BETWEEN:

Tbaytel  
hereinafter referred to as the "Corporation"  
OF THE FIRST PART

AND

LOCAL UNION NO. 339, INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS (OFFICE UNIT)  
hereinafter referred to as the "Union"  
OF THE SECOND PART

### **Article I - Recognition**

- 1.01 The Corporation recognizes Local Union 339, IBEW as the sole and exclusive bargaining agent of employees in the Craft Unit of the Corporation occupying positions set forth in Schedule "A" of this Agreement or as it may be amended or added to in accordance with Article XXXIII.

### **Article II - Membership**

- 2.01 The parties hereto agree that all employees in the Craft Unit of the Corporation occupying the positions or job classifications set forth in Schedule "A" attached hereto, and forming part of this Agreement shall be and remain members of the Union in good standing. All new employees shall become members of Local 339, International Brotherhood of Electrical Workers within thirty (30) calendar days from the date of their employment.
- 2.02 Notwithstanding anything contained in Article II - Memberships, Clause 2.01, the Corporation shall not be required to discharge any employee to whom membership in the Union has been denied or terminated except as provided in Section 95, Subsection (e) of the Canada Labour Code, R.S.C. 1970, and any amendments thereto.
- 2.03 As part of the employer orientation program, the I.B.E.W. Business Manager or a Union Steward will be offered an opportunity to meet with any new employee. The meeting will be convened during the regularly scheduled new employee orientation and will be limited to one half-hour (1/2hr). Should the I.B.E.W. Business Manager not be available for the meeting, management may appoint either a Craft or Office Steward from a list provided by the I.B.E.W. Business Manager. At no time shall the release of a Steward negatively impact the normal operation of a department. If no one from the Union can attend the orientation, the Union will schedule and hold the meeting after the new employee's working hours.

### **Article III - Union Check Off**

- 3.01 The Corporation agrees to deduct Union dues from the pay of all employees covered by this Agreement with more than one (1) month of continuous employment and remit same monthly to the Financial Secretary of the Union except as provided in Section 70, Subsection (2) of the Canada Labour Code, R.S.C. 1970 and any amendments thereto.

### **Article IV - Non Discrimination**

- 4.01 The Corporation and Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an employee's membership in the Union or because of his/her activity in the Union.
- 4.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Corporation without the permission of the President & CEO or his/her designate.
- 4.03 The Corporation agrees to give Business Agents of Local 339, I.B.E.W. access to the premises of Tbaytel for the purpose of attending grievance meetings or otherwise assisting in the administration of this agreement and for the purpose of posting notices on bulletin boards allocated to the Union, provided prior arrangements are made with the Administration of the Department. Such Business Agents shall have access to the premises only with the approval of the Administration, which will not be unreasonably withheld.

### **Article V - Management Rights**

- 5.01 The Union recognizes and acknowledges that the management of the operation and direction of the working force are fixed exclusively in the Corporation and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:
- (a) maintain order and efficiency;
  - (b) hire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for cause provided that a claim by an employee who has acquired seniority that he/she has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;

- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- (d) determine the nature and kind of business conducted by the Corporation, the kinds and locations of stations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Corporation except as specifically limited by the express provisions of this Agreement.

5.02 It is agreed and understood that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

5.03 It is agreed that non-union management employees during the normal performance of their duties shall not perform duties regularly carried out by members of the bargaining unit except in cases of emergency and instruction.

## **Article VI - Employee Categories**

### **6.01 Temporary Employees:**

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

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

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

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

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

- b) Temporary positions are to replace full-time employees who are absent due to Sick Leave, Workplace Safety and Insurance (WSIB), Pregnancy and/or Parental Leave, other approved leaves of absence or to fill a newly created temporary position known to exceed three (3) months.

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

Temporary positions which are known to exceed three (3) months will be posted as per Article XIX, Clause 19.01, and filled as per Article XIX, Clause 19.02, effective from the first day of such vacancy.

Should the successful applicant be a full-time or part-time employee, seniority and benefits will continue to accrue in the normal manner and upon completion of the temporary assignment, the full-time or part-time employee shall be returned to his/her previous position. (Note: the full-time employee's previous position will be filled with a temporary employee by appointment at the discretion of management.)

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

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

- c) Should a layoff occur that impacts temporary employees, layoffs will be in accordance with Article XX.

## 6.02 **Student:**

Student employees are persons hired during the period April 15th to September 30th and who are students at a school, college, university or other educational institution prior to becoming employed by the Corporation and, who are intending to return



to school at the end of the vacation period. Student employees shall not accumulate seniority or sick leave credits. Students hired during the school vacation period will be terminated from the employ of the Corporation no later than September 30th.

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

Student employees will have no access to the grievance procedure.

Students shall not be allowed to bid on internal postings.

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

6.03 **Probationary:**

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

6.04 **Full-time Employee:**

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

6.05 **Deleted**

6.06 **Part-Time Employee:**

Part-time employees are allowed to work full-time hours in each of their division/section and hours in excess of a full-time employee shall be paid at an overtime rate as per Article XI, Clause 11.01.

Part time employees shall be scheduled at management's discretion. These employees will work flexible hours, but within the parameters in Article VIII for Hours of Work. A regular shift for all part time employees shall be a minimum of three (3) consecutive hours.

A maximum of two (2) part-time employees will be utilized in the Control Dispatch Centre and ten (10) part-time employees will be utilized in the Technical Support section. These employees will work flexible hours, but within the parameters defined in Article VIII and Article IX.

Part-time employees will be given forty-eight (48) hours notice for all shifts. Failure to give such notice will result in the part-time employee receiving overtime as per Article XI, Clause 11.01, for each hour worked outside of the first shift.

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

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

Part-time employees shall not be entitled to any Health and Pension benefits as per Articles XXVII and XXVIII and Sick Leave benefits as per Article XV. Part time employees hired prior to the ratification date (October 28, 2013) shall receive ten percent (10%) in lieu of fringe benefits after ninety (90) scheduled working days. Part time employees hired after the ratification date (October 28, 2013) do not receive ten percent (10%) in lieu of fringe benefits.

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

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

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

Should a layoff occur that impacts part-time employees, layoffs will be in accordance with Article XX.

6.07

**Co-op Student:**

"Co-op Student" shall mean any person placed in a Department in conjunction with the curriculum of a recognized educational institution and shall be enrolled in a co-op education program in which the standard summer vacation period is not used.

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

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

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

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

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

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

## **Article VII - Probationary Period**

7.01 All new employees of the Corporation shall be on probation for a period of nine (9) months. A nine (9) month period for part-time shall be equivalent to nine (9) months of full-time hours. Temporary and part-time employees who gain probationary status within the classification they were temporary or part-time in, shall have their probationary period shortened by the length of accumulated service as a temporary or part-time employee immediately prior to the full-time employment.

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

After satisfactory completion of the probationary period and appointment to a full-time position of a continuing nature, seniority and service shall be effective from the original date of full-time employment. (Temporary and part-time employees accepting full-time positions in the same classification will have seniority

and services dates established as per Clause 6.01 (a) and 6.06 respectively.)

## **Article VIII - Full Time Hours of Work**

- 8.01 (a) The hours of work for all regular full-time employees shall be eight (8) hours a day, and the tours of duty shall fall between the hours of 8:00 a.m. and 4:30 p.m., Monday to Friday inclusive, for pay purposes; The hours of work shall average forty (40) hours per week, for pay purposes. Except as otherwise referenced within the agreement.
- b) All full-time employees shall be scheduled two (2) consecutive days off, except on shift turn around. Schedules shall be posted two (2) weeks in advance.
- c) Ten (10) hour shifts may be scheduled when mutually agreed upon between employee(s) and management.
- d) All shifts shall be rotated equally between all qualified full time employees.

### **8.02 Cable and Installation:**

The hours of work for Cable and Installation & Repair shall be between the hours of 8:00 a.m. to 8:00 p.m., Monday to Friday; 8:00 a.m. to 6:00 p.m., Saturday and Sunday. Employees hired prior to ratification shall be paid a \$3.00 premium when scheduled to work Saturday as a regular shift and a \$10.00 premium when scheduled to work Sunday as a regular shift. Employees hired after ratification shall be paid a shift premium in accordance to clause 8.14. (ratification, April 6, 2010)

### **8.03 Security Installation and Repair:**

The hours of work for Security Installation and Repair shall be between the hours of 8:00 a.m. to 10:00 p.m., Monday to Saturday; 8 a.m. to 6:00 p.m., Sunday. Employees hired prior to ratification shall be paid a \$3.00 premium when scheduled to work Saturday as a regular shift and a \$10.00 premium when scheduled to work Sunday as a regular shift. Employees hired after ratification shall be paid a shift premium in accordance to clause 8.14. (ratification, April 6, 2010)

### **8.04 Wiring:**

The hours of work for Wiring shall be between the hours of 8:00 a.m. to 10:00 p.m. Monday to Friday; 8:00 a.m. to 10:00 p.m., Saturday; 8 a.m. to 6:00 p.m., Sunday. Employees hired prior to ratification shall be paid a \$3.00 premium when scheduled to work Saturday as a regular shift and a \$10.00 premium when scheduled to work Sunday as a regular shift. Employees hired after ratification

shall be paid a shift premium in accordance to clause 8.14.  
(ratification, April 6, 2010)

8.05 **Business Installation:**

The hours of work for Business Installation shall be between the hours of 8:00 a.m. to 8:00 p.m., Monday to Friday; 8:00 a.m. to 6:00 p.m., Saturday. Employees hired prior to ratification shall be paid a \$3.00 premium when scheduled to work Saturday as a regular shift and a \$10.00 premium when scheduled to work Sunday as a regular shift. Employees hired after ratification shall be paid a shift premium in accordance to clause 8.14. (ratification, April 6, 2010)

8.06 **Stores:**

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

8.07 **Dispatch Control:**

Hours of work will be eight (8) hour shifts Monday to Sunday. Hours of operation from Monday to Friday shall be 7:00 a.m. to 9:00 p.m.; and 7:00 a.m. to 6:00 p.m. on Saturday and Sunday. A shift differential of one dollar (\$1.00) per hour shall apply for regular hours worked between 4:00 p.m. and 8:00 a.m. inclusive from Monday to Friday and all regular hours worked on Saturday and Sunday. A shift differential will be paid in addition to the regular rates only and will not apply when premium rates are paid, except for a normal paid holiday shift. All time worked after the completion of a regularly scheduled shift shall be paid at the applicable overtime rate.

Control Dispatcher rate of pay will be in accordance to classification HC of Schedule 'A' of the Craft Collective Agreement.

8.08 **Vehicle Mechanic:**

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

8.09 **Janitor Handyperson:**

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

8.10 **Business Systems Analysts, NEO Specialists and Associates, Building Industry Consultant and Contract Inspector**

The regular hours of work for the Business Systems Analysts, NEO Specialists and Associates, Building Industry Consultant and Contract Inspector shall be seven and one-half (7 ½) hours per day Monday through Friday between the hours of 8:00 a.m. and 4:30 p.m. for a total of thirty-seven and one-half (37 ½) hours per week, inclusive of a one (1) hour unpaid meal period.

8.11 **Technology Centre Operations:**

The regular hours of work for the Technology Centre Operations shall be a day shift of seven and one-half (7 ½) hours per day Monday through Friday between the hours of 7:00 a.m. and 4:00 p.m. for a total of thirty-seven and one-half (37 ½) hours per week, inclusive of a one (1) hour unpaid meal period. An afternoon shift for the Technology Centre Operations shall be seven and one-half (7 ½) hours per day Monday through Friday between the hours of 2:00 p.m. and 10:00 p.m. for a total of thirty-seven and one-half (37 ½) hours per week, inclusive of a twenty (20) minute paid meal period. A shift differential of one dollar (\$1.00) per hour will be paid for the afternoon shift.

8.12 **Customer Solutions Coordinator:**

The regular hours of work for the Customer Solutions Coordinator shall be eight (8) hours per day Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. for a total of forty (40) hours per week, inclusive of a one-half (1/2) hour unpaid meal break with no more than one (1) Account Development Representative starting at 8:30 a.m.

8.13 The Corporation shall, at its discretion, establish either:

- (1) a one-half (1/2) hour unpaid meal period; or,
- (2) A twenty (20) minute paid meal period to be taken at the work site.

Meal periods will be taken at a time established by the Corporation. Employees on the unpaid lunch period will be allowed travel time to the nearest exchange or designated work centre. Wherever possible, the employees concerned will be given previous days' notice of a twenty (20) minute paid meal period.

8.14 A shift differential of one dollar (\$1.00) per hour shall be paid for all regular hours worked between 4 p.m. and 12 a.m. from Monday to Friday and all regular hours worked on Saturday and Sunday.

## **Article IX - Shift Work and Standby**

9.01 (a) **Network Operations (includes Broadband, COEI, and Internet Operations, Central Office)**

Regular shifts from Monday to Sunday shall be scheduled as follows: The twenty-four (24) hour period shall be divided into three (3) potential shifts as follows: 8:00 a.m. to 4:30 p.m. with option of scheduling a twenty (20) minute lunch; 4:00 p.m. to 12:00 p.m.; 12 a.m. to 8 a.m.

Employees hired prior to ratification shall be paid a \$3.00 premium when scheduled to work Saturday as a regular shift and a \$10.00 premium when scheduled to work Sunday as a regular shift. Employees hired after ratification shall be paid a shift premium in accordance to clause 8.14. (ratification, April 6, 2010). A shift differential will be paid in addition to the regular rates only and will not apply when premium rates are paid, except for a normal paid holiday shift. All time worked after the completion of a regularly scheduled shift shall be paid at the applicable overtime rate.

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

(b) **Technical Support Technician**

Hours of Work – The hours of work for the Technical Support Technicians will cover a 7 day work week, and 24 hours of coverage.

A shift differential of one dollar (\$1.00) per hour shall apply for regular hours worked between 4:00 p.m. and 8 a.m. inclusive from Monday to Friday and all regular hours worked on Saturday and Sunday.

9.02 Any employee who through circumstances beyond his/her control cannot fill his/her regular shift must notify management not later than twelve o'clock noon prior to the day of his/her regular shift wherever possible.

9.03 Shifts to be protected by employees on Standby duty shall be established by Management. Implementation of Standby and rotation of staff to cover same shall be subject to discussion between the Management and the Employees.

**Standby for Employees Hired Prior to Ratification (April 6, 2010, inclusive)**

Employees on Standby duty shall receive two (2) hours' pay, at their normal rate of pay, for coverage greater than four (4) hours up to eight (8) hours. Employees on Standby duty shall receive one (1) hours' pay, at their normal rate of pay, for coverage less than four (4) hours. If called out for duty, he/she shall be paid at the rate defined in Article XI.

**Standby for Employees Hired After Ratification (April 6, 2010)**

Employees on Standby duty shall receive one (1) hours' pay, at their normal rate of pay, for coverage greater than four (4) hours up to eight (8) hours. Employees on Standby duty shall receive one half (½) hour pay, at their normal rate of pay, for coverage less than four (4) hours. If called out for duty, he/she shall be paid at the rate defined in Article XI.

9.04 Employees, on Standby duty, shall be ready to proceed to their work location immediately upon receipt of instructions. Tbaytel vehicles will not be used for personal use.

9.05 **Standby for Holidays for Employees hired prior to Ratification (April 6, 2010, inclusive)**

Standby pay for Paid Holidays will be paid on the basis of two (2) hours for each shift covered plus an additional three (3) hours for any one (1) shift covered on the holiday.

**Standby for Holidays for Employees hired after Ratification (April 6, 2010)**

Standby pay for Paid Holidays will be paid on the basis of one (1) hour for each shift covered plus an additional one and one half (1½) hour for any one (1) shift covered on the holiday.

Employees on Standby duty shall be provided with instructions by Management with respect to their procedure on receiving a trouble call.

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

**Article X - Saturday Tour of Duty**

10.01 Deleted.

10.02 Deleted.



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

- 11.01 All overtime shall be paid for at the rate of double time (2X) to employees hired prior to the ratification of the agreement. Employees hired after ratification shall be paid overtime at the rate of one and one half time (1½X). (ratification date, April 6, 2010)
- 11.02 For employees hired prior to the ratification date, Paid Holidays as hereinafter listed shall be paid for at the rate of double time (2X) the employee's regular hourly rate of pay in addition to his/her regular rate of pay for that day.

For employees hired after the ratification date, Paid Holidays as hereinafter listed shall be paid for at the rate of one and one half time (1½X ) the employee's regular hourly rate of pay in addition to his/her regular rate of pay for that day. (ratification date, April 6, 2010).

The thirteen (13) Paid Holidays are:

- New Year's Day
  - Family Day
  - Good Friday
  - Thursday immediately before Good Friday or Easter Monday or a Floating Holiday
  - Victoria Day
  - Canada Day
  - Civic Holiday
  - Labour Day
  - Thanksgiving Day
  - Remembrance Day or a Floating Holiday
  - Christmas Eve or New Year's Eve
  - Christmas Day
  - Boxing Day
- 11.03 Any employee called out after his/her regular working hours shall be paid a minimum of two (2) hours at the prevailing rate applicable at the time of call-out.
- 11.04 When an employee is required to work during his/her regular lunch period, he/she shall be paid at the overtime rate for the time worked. Whenever practical, the employee shall be notified the previous day.
- 11.05 Rest time for time worked after 1:00 am will be as follows;
- (1) Between 1:00 am and 6:00 am - eight (8) consecutive hours rest time will be allowed, with such hours that fall within the normal work shift being with pay.

- 11.06 A meal allowance to a maximum of ten dollars (\$10.00) will be allowed when an employee is required to work in excess of two (2) hours beyond their normal shift and every five (5) hours thereafter. The meal allowance will be administered during the life of this Agreement as follows:
- (a) if meal is eaten at work station, twenty (20) paid minutes will be allowed;
  - (b) if meal is eaten away from work station, all lost time, including transportation, will be absorbed by the employee.
- 11.07
- (a) Notice of scheduled overtime will be given no later than forty-eight (48) hours prior to the commencement of the planned work.
  - (b) Overtime shall commence upon direct or indirect instructions of Supervisor.
  - (c) All available full-time employees in their appropriate section will be given an equal opportunity to work overtime, after which temporary and part-time employees will be given an equal opportunity to work overtime.
  - (d) All employees shall be given as much advance notice as possible.
  - (e) At least twenty-four (24) hours notice shall be given prior to the cancelling of a schedule overtime shift. In the event that notice cannot be given, the employee will be paid two (2) hours at the overtime rate.

11.08 **Banking of Overtime:**

Will be allowed for all Full Time employees and after six (6) months of continuous service for Temporary Full Time Employees. The Corporation agrees to the banking of overtime under the following conditions:

- (1) Employees requesting time off in lieu of payment for overtime worked may do so only with approval of their supervisor.
- (2) Time off will be based on the applicable premium rates.
- (3) A maximum of five (5) working days shall be accumulated per year (i.e. one (1) year refers to May 1st to April 30th).
- (4) The employee signifies their intent to bank immediately upon completion of working time.

- (5) Banked time will only be used to extend vacations where management is in agreement.
- (6) Standby time is not included in the accumulation.
- (7) Time off will be taken in a minimum of one (1) hour blocks.
- (8) Any banked time left on April 30th each year will be paid out based on the applicable rates on April 30th or paid out upon written request within fifteen (15) working days. Banked time shall be used prior to any leave with no pay.

## **Article XII - Work Area**

- 12.01 Employees will be prepared to work in areas as assigned by the Corporation. Except in cases of emergency, employees shall be advised the previous day of their assignment, and also advised, where applicable, whether or not transportation will be supplied during the lunch period so that employees may arrange to carry their lunch.

Employees who are not advised of a work location change will not be required to use personal vehicles to change their work area.

- 12.02 During the period October 1st to May 1st, or any time during adverse weather conditions, the following shall govern meal periods. The Corporation shall:
- (a) Provide means of carrying or storing the employee's lunch in some warm place and also provide, where necessary, transportation for reaching some warm and suitable place for eating lunch. Such time involved in transportation both ways to be absorbed by the Corporation, thereby allowing the full meal period upon arrival; or,
  - (b) Supply or pay for a hot meal and provide transportation. Such time involved in transportation both ways to be absorbed by the employee by working equivalent overtime at straight time rates, thereby establishing the meal period duration between times of departure and re-arrival at point of work. This shall not preclude the providing of a meal when time involved is in excess of the normal meal period.
- 12.03 The employee in charge may, at his/her discretion, decide which of the above arrangements will be followed, subject to the approval of his/her immediate supervisor.

## **Article XIII - Paid Holidays**

- 13.01 The following paid holidays and any other Federally proclaimed holiday, regardless of when they fall, will be granted with pay to all

full-time and temporary employees who have completed thirty (30) calendar days of continuous service:

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

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

In addition, the working day immediately prior to Christmas Day or New Year's Day will be granted as a paid holiday. Approximately fifty percent (50%) of the employees will receive the working day prior to Christmas Day as the holiday, and the balance will receive the working day prior to New Year's Day as the holiday. When the day prior to Christmas Day or New Year's Day falls on a Saturday or a Sunday, a Banked Paid Holiday will be granted. This Banked Paid Holiday will be granted May 1st of that year and must be used by April 30th of the following year. The Banked Holiday will be recognized the same as vacation. It will be booked as per vacation timelines and approved in accordance to Addendum 'A'.

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

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

Notwithstanding the above, in order to ensure operational efficiency up to fifty percent (50%) of the employees in any one section will be scheduled off at any given time. At management's discretion, additional employees may be scheduled off.

Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours he/she would normally have worked on such a day. When any of the above-named paid holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement other than for shift workers who shall observe and be paid for the holiday on the day that it falls. The shifts for Paid Holidays will be those beginning between the hours of 12 a.m. and ending at 11:59 a.m. on the actual holiday day.

In order to be entitled to payment for a paid holiday, an employee must have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday, unless he/she is on authorized paid or unpaid leave. If an employee is absent on Sick Leave covered by the STD/LTD Insured Plan, they shall be deemed to have been paid for the holiday.

Employees on unpaid leave of absence beyond one (1) calendar month will not be entitled to Paid Holiday pay.

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

(2) The thirteen (13) paid holidays are:

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

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

(3) In order to be entitled to payment for a paid holiday, an employee must have:

- a) worked at least fifteen (15) days in the preceding thirty (30) calendar days prior to the holiday; and

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

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

#### **Article XIV - Vacations With Pay**

14.01 Employees with one (1) year or more of continuous service will be entitled to receive two (2) weeks vacation with pay. Employees with three (3) years or more of continuous service will be entitled to receive three (3) weeks vacation with pay. Employees with eight (8) years or more of continuous service will be entitled to receive four (4) weeks vacation with pay. Employees with sixteen (16) years or more of continuous service will be entitled to receive five (5) weeks vacation with pay plus one (1) day for each year of continuous service beyond sixteen (16) years of continuous service to a maximum of ten (10) additional days vacation.

14.02 (a) Wherever possible, employees will be granted vacation during the period of May 1st and October 15th and the number of vacation weeks to be taken at any one time shall be determined by Management in consultation with the employees. Vacation requests submitted by May 1st, for the period of May 30th to October 15th, must be in one (1) week blocks. An employee eligible for more than two (2) weeks vacation may arrange to take the vacation all at one time during the period October 15th to April 30th provided that the granting of such vacation does not unreasonably interfere with the efficient operation of the Department.

Full-time employees acting in temporary positions will be entitled to use their bargaining unit seniority to make their vacation selections while working in that Division/

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

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

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

14.03 If an employee is granted his/her annual vacation in one unbroken period between December 1st and April 30th, he/she will be granted one (1) extra weeks vacation with pay. The annual vacation list is to be posted on February 1st and selection is to be made according to seniority. It is also agreed that employees eligible for their first annual vacation after one (1) year of continuous service will not be entitled to the additional one (1) week provision set forth in this Article.

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

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

Should any employee have been off work due to unpaid leave of absence or layoff of more than one continuous month, vacation time off will not change but vacation pay will be reduced by 1/12 for each full calendar month of unpaid absence during the previous anniversary year.

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

4% if he/she is eligible for 2 weeks vacation;

6% if he/she is eligible for 3 weeks vacation;

8% if he/she is eligible for 4 weeks vacation.

- 14.07 No employee, who is eligible for vacation with pay, shall be requested or required to forfeit his/her vacation with pay and be paid for same except in case of system emergency.
- 14.08 If an employee qualifies for any approved leave with pay during his/her period of vacation, there shall be no loss of vacation credits for such absence. The days of vacation credits so displaced shall either be added to the vacation period or reinstated for use at a later date subject to management's discretion. Provided leave limited to approved sick leave or bereavement leave.

## **Article XV - Sick Leave With Pay**

- 15.01 The Corporation will provide a Sick Leave Plan for eligible full-time employees within the scope of this Agreement. A broad outline of the Plan can be found in the Corporation's Booklet - Disability Income Program (STD/LTD).

The Plan will provide STD benefits of seventy percent (70%) taxable of gross straight time pre-disability pay from the first day of accident or hospitalization and the third day of illness for up to fifteen (15) weeks and for long term disability pay thereafter in the amount of seventy-five percent (75%) taxable of an employees' normal gross straight time pre-disability pay, inclusive of any Workplace Safety and Insurance Board pay and Canada Pension Plan disability benefit (exclusive of dependent benefits) until the sooner of recovery or until the employee is entitled to retire. Employees may use vested sick time credits or vacation time to top up their STD benefits to 100 % of their pre-illness pay.

Employees may use their accumulated sick leave credits or vacation to provide benefits for the first and second day of illness where the plan does not pay benefits. Employees who have vested their sick leave credits prior to the implementation of the sick leave plan will keep their vested rights. No further days will accumulate under the previous sick leave plan upon implementation of the sick leave plan.

The Corporation will grant to all full-time and non-continuous full-time employees six (6) non-cumulative casual sick days on January 1st of each year. Employees working ten (10) hour days shall receive six (6) ten (10) hour non-cumulative sick days (or a prorated amount based on one (1) day for each two (2) months of service in the event an employee commences employment during the year).

In the event of a delay in payment from the carrier, the employer shall provide an advance of the approved amount due, on the pay day that the delay occurs.

- 15.02 An employee, leaving after five (5) years or more of continuous service, or his/her estate, shall be eligible for fifty percent (50%) of unused vested sick pay credits, or six (6) months pay, whichever is



the less, in cash, payable on termination, retirement, death, or the sale of the Corporation.

- 15.03 Every employee claiming sick pay under the terms of Clause 15.01 for a period of five (5) days or less may be required, at the discretion of Management, to furnish either a statutory declaration proving that his/her absence during such period of incapacity due to personal illness, or a certificate signed by a duly qualified medical practitioner or qualified dentist certifying that during such period such employee was unable to perform his/her duties due to personal illness or dental surgery. Every employee claiming sick pay as aforesaid for a period of more than five (5) days shall produce a certificate signed by a duly qualified medical practitioner certifying that during such period such employee was unable to perform his/her duties due to personal illness. Any employee who fails to comply with any of the conditions in this paragraph set forth or who attempts wrongfully to obtain sick pay benefits shall be liable to immediate suspension, but any employee so suspended shall have the right to file a grievance as provided in this Agreement.

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

- 15.04 Every employee who is sick and unable to report for duty shall, whenever possible, advise his/her supervisor or designate prior to the time he/she would normally report for duty, in order to permit staff arrangements.

15.05 **Pre-Retirement Leave**

An employee may use his/her sick leave credits accumulated prior to December 31, 1982, along with his/her vacation and statutory credits, to leave work immediately prior to his/her normal retirement age of sixty-five (65) years or prior to the point of an unreduced early retirement under the most current OMERS qualifying provision to the extent that such credit or any portion thereof will bring him/her to age sixty-five (65) or the point of an unreduced early retirement under the most current OMERS qualifying service provision. Employees choosing this option will continue to receive benefits of this agreement but will not be eligible to return to work.

Employees who are fifty (50) years of age or older and intend to retire within the next five (5) years of their employment will be allowed to defer one (1) weeks vacation in each of those five (5) years to be applied to pre-retirement. This is a one-time accrual only. An employee who intends to retire at the end of that five (5) year period, but does not actually retire will be paid out the banked vacation time during the year he/she had intended to retire.

## **Article XVI - Payment of Wages**

- 16.01 Employees shall be paid every second Friday. If, however, the normal pay day should fall on a legal holiday, payment shall be made on the previous work day.

## **Article XVII - Prevention of Accidents**

- 17.01 For safety reasons, English must be understood and spoken at all times on the job.
- 17.02 First Aid Kits, flood lights and flares shall be necessary equipment on trucks and each driver will bear the responsibility of ensuring that such equipment is on the truck and in good condition.
- 17.03 Gas detection equipment, manhole ventilators and approved heaters shall be made available when and where deemed necessary by legislation.
- 17.04 The Corporation shall observe all reasonable precautions and provide all safety services or appliances that may be reasonably required for the safety protection of workmen. Employees shall cooperate with the Corporation in the prevention of accidents and will, from time to time, as occasion requires, make such representations to the Corporation as to the prevention of accidents as may be considered necessary. Adequate time shall be allowed each month for the practice of safety training, also discussion on safety methods and any unsafe conditions that may arise. The time and duration of each practice shall be arranged by the Division Manager so as to fit in with the work progress.

## **Article XVIII - Tools and Protective Clothing and Equipment**

- 18.01 The Corporation shall supply safety belts, straps, rubber boots, coats and rubber gloves to each employee when necessary, as well as the necessary safety glasses, protection shields and rubber mats for covering live wires, on the strict understanding that each and every employee will make the best use of same for his/her own self protection, while on hazardous work. Employees who are supplied with "Hard Hats" shall wear them at all times while on duty.
- 18.02 Full-time, Part Time and Temporary employees who have passed the probationary period and are required to wear "Green Patch" safety shoes shall be reimbursed in an amount equal to sixty-five dollars (\$65.00) or seventy-five percent (75%) of the cost of the shoes, whichever is greater to be replaced twice per year, once for the summer and once for the winter. Failure to wear safety shoes will result in disciplinary action.

Full-time, Part Time and Temporary employees who have passed the probationary period and are required to wear safety boots

shall be reimbursed in an amount equal eighty dollars (\$80.00) or seventy-five percent (75%) of the cost of the boots, whichever is greater, to be replaced twice per year, once for the summer and once for the winter. Failure to wear safety boots will result in disciplinary action.

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

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

18.03 All employees occupying the classification of:

Installation Repair Technician II

Will be provided a one (1) time issuance of personal tools to a maximum value of one hundred dollars (\$100.00). Thereafter, the replacement of the personal tools necessary for the work assigned will be the responsibility of the employee. Each employee shall be responsible to the Corporation for all tools assigned to him/her. Replacement of lost personal tools will be the employee's responsibility. Personal tools will include: pouch, screwdrivers, long nosed pliers, side cutters and lineman pliers.

18.04 The Corporation will provide spurs, straps and pads to employees whose normal duties require use of such equipment and will be subject to an issuance and control program. The spurs will be kept in such condition as will satisfy the inspecting Officer.

18.05 The Corporation will provide overalls and appropriate gloves (with liner if required) to employees whose normal duties require the use of such attire. Employees who are required to work in outside conditions during the period of November 1st to March 31st will be provided with one (1) pair of insulated coveralls. The issuance of such attire will be subject to an issuance control program.

18.06 Vehicle Mechanics shall be allowed to purchase any personal tools required for the job and be reimbursed thereafter upon submission of receipts to their immediate Supervisor. The total amount per calendar year shall not exceed two hundred dollars (\$200.00).

## **Article XIX - Promotion and Seniority**

19.01 Where a full-time vacancy or a temporary vacancy known to exceed three (3) months occurs, or a new job is created within the bargaining unit, such vacancy or job will be internally bulletined within Tbaytel for a period of one (1) week. Internal bulletins shall

become invalid if not filled within thirty (30) days of their respective closing dates. A copy of the bulletin will be sent to the Union at the time of posting, the position will then be posted as an "Open Competition", a copy of which will also be sent to the Union. Employees who are members of Local Union 339, IBEW (Craft Unit) will be given preference on Office Unit positions over applicants from outside either bargaining unit, provided the applicant Craft Unit member meets all the competitive criteria as outlined in Clause 15.02 of the Office Agreement.

The Union will be notified of the successful applicant's name when the position is filled.

Wherever there are changes or amendments to qualifications or major job tasks as outlined on existing position descriptions, the Union will be notified of the change. The Union shall have ten (10) working days in which to submit to the President & CEO, in writing, any comments to the proposed changes.

- 19.02 When filling vacancies or making promotions, selections will be based on skill, competency, efficiency, reliability and experience. Where these factors are relatively equal, seniority shall govern.
- 19.03 Seniority shall accumulate in the following circumstances only:
- (a) when off the payroll due to layoff, sickness or accident in which case seniority will continue to accumulate for a period of time equal to six (6) months or the length of the employee's seniority whichever is shorter;
  - (b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first calendar month of such leave;
  - (c) when absent on vacation or a paid holiday or on Workplace Safety and Insurance (WSIB);
  - (d) when actually at work for the Corporation within the IBEW Craft bargaining unit.
- 19.04 Seniority shall terminate and an employee shall cease to be employed by the Corporation when he/she:
- (a) voluntarily quits his/her employment with the Corporation;
  - (b) is discharged and is not reinstated through the grievance procedure or arbitration;
  - (c) is off the payroll for a continuous period of twelve (12) months due to layoff;

- (d) fails to report for work within five (5) working days after being notified by the Corporation following layoff unless a reason acceptable to the Corporation is given;
- (e) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Corporation is given; and,
- (f) accepts gainful employment while on leave of absence without first obtaining the consent of the Corporation in writing.

19.05 During the first twenty-five (25) working days of the probationary period, employees appointed to positions under Article XIX, Clause 19.02 may return to his/her previous position and salary rate without loss of seniority or benefits. It is further agreed that employees shall only exercise this privilege once in any twelve (12) month period.

19.06 In the event that an employee covered by this Agreement should be transferred or promoted to a position beyond the scope of this Agreement, and is later placed in a position within the scope of this Agreement, he/she shall retain the seniority previously acquired while employed in the IBEW Craft bargaining unit.

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

## **Article XX - Layoff and Recalls**

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

The following options will be considered:

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

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

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

- b) In the event of a layoff, employees shall be laid off in reverse order of seniority within the classification affected. The Corporation shall place an employee about to be laid off, laterally or downward (based on wage rate) into a classification where the employee facing layoff meets the posted requirements, or is capable of performing the job after a thirty (30) day training period. The junior employee will then be laid off. The Corporation will allow an employee to bump upwards into a classification where that employee was employed on a full-time basis in the previous twelve (12) months.
- c) Recall will be done in reverse order of layoff within the classification.
- d) It is understood that in the event of a work sharing arrangement, the employee will contribute proportionately to health care plan premiums on the basis of lost hours worked in relation to the standard number of hours worked.
- e) Employees who are laid off will retain their service credits and benefits for one (1) month immediately following the layoff. Thereafter, service credits and benefits will cease to be provided to the employee.
- (f) Should a layoff occur in a section where there are students or temporary employees, these employees shall be laid off prior to the layoff of any full-time employee or part-time.

## **Article XXI - Grievance Procedure**

21.01 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

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

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

### **Step No. 1**

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

at any proceedings of the grievance at this step. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows.

### **Step No. 2**

Within five (5) working days after the decision is given under Step No. 1, the aggrieved employee may, with a representative of the Union, present the grievance which shall be reduced in writing to the Vice President of Human Resources, who shall consider it in the presence of persons presenting same, and render his/her decision in writing within seven (7) working days following the hearing of the grievance to him/her.

### **Step No. 3**

Within five (5) working days after the decision is given at Step No. 2, the aggrieved employee, accompanied by the representative of the Union, shall meet as promptly as possible with the President and CEO and such persons as Management may desire, to consider the grievance. The President and CEO will render his/her decision in writing within ten (10) working days following such meeting.

- 21.02 If final settlement of the grievance is not reached at Step No. 3, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, then the grievance may be referred in writing by either party to Arbitration as provided in Article XXII below at any time within fifteen (15) calendar days after the decision is given under Step No. 3 and, if no such written request for Arbitration is received within the time limits, then it shall be deemed to have been abandoned.
- 21.03 A Union policy grievance, which is defined as an alleged violation of this Agreement concerning all or a substantial number of the employees in the bargaining unit in regard to which an individual employee could not grieve, may be lodged by the Union in writing with the President and CEO at Step No. 3 of the grievance procedure at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to Step No. 3 and to arbitration in the same manner and to the same extent as the grievance of an employee.
- 21.04 The time limits fixed in the grievance procedure may be extended with the consent of the parties of this Agreement.
- 21.05 Union officers or stewards will be allowed to process grievances on Corporation time with no loss of pay to the extent outlined in Clause 21.01.

## **Article XXII - Arbitration**

- 22.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article XXI above, and which has not been settled, will upon the written request of either of the parties hereto, be referred to a Single Arbitrator.
- 22.02 A Single Arbitrator will be chosen in accordance with the Canada Labour Code.
- 22.03 The decision of a Single Arbitrator constituted in the above manner shall be binding on both parties.
- 22.04 The Single Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 22.05 Each of the parties to this Agreement will jointly bear the expenses of the Single Arbitrator.

## **Article XXIII - Suspension or Dismissal**

- 23.01 A claim by an employee who has completed the probationary period that he/she has been discharged or disciplined without cause shall be treated as a grievance if a written statement of such grievance is lodged with the President & CEO within three (3) full working days after the employee has been discharged or disciplined. Such special grievance may be settled by:
- (a) confirming the Management's action in dismissing the employee; or
  - (b) reinstating the employee with full compensation for time lost; or
  - (c) any other arrangement which is just and equitable in the opinion of the conferring parties or Single Arbitrator.

Employees shall have a Shop Steward in attendance when being advised of a discipline or dismissal. The Corporation agrees to inform the employee involved of this right.

- 23.02 An employee shall have access to his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall form part of the permanent record.



23.03 Disciplinary action is defined, but not limited to:

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

#### **Article XXIV - Management Grievances**

24.01 Any grievance instituted by Management may be referred in writing to the Union within five (5) full working days of the occurrence of the circumstances giving rise to the grievance and the Union steward with the Union representatives shall meet within five (5) working days thereafter with Management to consider the grievance. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred by either party, to Arbitration as provided in Article XXII at any time within fifteen (15) calendar days thereafter but not later.

#### **Article XXV - Strikes and Lockouts**

- 25.01 No strikes, stoppage of work or lockouts shall occur during the life of this Agreement.
- 25.02 "Strike" includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designed to restrict or limit output.
- 25.03 "Lockout" includes the closing of a place of employment, a suspension of work by an employer or a refusal by an employer to continue to employ a number of the employees, done to compel the employees, or to aid another employer to compel the employees, to agree to terms or conditions of employment.

#### **Article XXVI - Leave of Absence, Bereavement Leave and Jury and Witness Duty**

- 26.01 (a) In certain circumstances the Corporation may consider granting paid time off, to be depleted from the employee's eligible vacation, banked overtime or floater credits (should such exist), to attend to personal or family crisis situations. Such leaves shall not be unreasonably withheld.

- (b) Written requests for a personal leave of absence without pay will be considered on an individual basis by the President and CEO or his/her Designate. Such requests are to be given as far in advance as possible and a written reply will be given within thirty (30) working days of the request; except in cases of emergency in which case a reply will be given as soon as possible.
- (c) The Corporation may grant leave of absence without pay for an employee seeking formal education or training in a field related to telecommunications, power lineman or electrician.

26.02 Employees will be allowed five (5) consecutive full working days off with pay immediately following the death of an employee's:

- Mother
- Father
- Spouse (including common-law)
- Children
- Step Mother
- Step Father
- Step Children

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

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

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

- 26.03 When an employee is called upon to act as Pallbearer or is required to perform an official function, he/she shall be granted twice in each year, at his/her discretion, one (1) day's leave from duty without loss of pay on the day of the funeral. If the funeral is not a regularly scheduled day of work, the employee will not be paid for the funeral leave.
- 26.04 Employees who are called to serve as jurors or are subpoenaed as witnesses in legal proceedings or who are subpoenaed as a direct result of their employment with the Corporation:
- (a) shall be granted a leave of absence for such purpose, provided that on completion of their jury or witness service such employees shall present to the President and CEO a satisfactory certificate showing the period of such service.
  - (b) shall be paid their full salary or wage for the period of such jury or witness service, provided that they shall pay over to the CFO of Tbaytel the full amount of compensation received for such service and obtain an official receipt therefore, it being understood that the full amount does not include monies received on days other than the regularly scheduled work day with the Corporation or any monies received for meal allowance or travelling allowances.
  - (c) upon being released from jury or witness service in the forenoon of any day, immediately telephone their Division for instructions respecting their return to work and shall, upon receiving such instructions, comply with the same.
  - (d) should an employee be required to appear at any legal proceeding as a direct result of their employment with the Corporation on their day off, the Corporation will either pay the employee overtime as outlined in Article XI or will mutually agree to another scheduled day off.
- 26.05 The employer shall grant a leave of absence without pay, and seniority shall accrue, to any employee who is elected or selected for a full-time position within Local Union 339. The leave shall be for the full term of office and shall be renewed upon request. The Corporation may at its discretion backfill the vacancy as per a temporary full-time posting.
- 26.06 Requests in writing by the Union that an employee may be granted a leave of absence with pay, and with maintenance and accumulation of seniority rights, for the purpose of representing the Union at a conference or convention, may be granted by the Corporation provided that such leave with pay shall not interfere with the efficient operation of the Division in which the employee

works. The Corporation will bill the Union for this time, plus benefits.

- 26.07 A full time employee who is on Maternity leave and who is in receipt of Employment Insurance Maternity benefits pursuant to the Employment Insurance Act shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between seventy-five percent (75%) of their weekly earnings and the sum of their weekly employment insurance benefits and other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Corporation of the computer report from the Commission to verify that the employee is receiving E.I. benefits or other earnings.

## **Article XXVII - Health and Pension Plans**

- 27.01 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering the benefits under the semi-private ward accommodation, (effective on the first day of the seventh continuous month of employment), Extended Health Care Benefits on the basis of \$25 - \$50 deductible, or equivalent, and Dental Plan No. 9 benefits, or equivalent, on the basis of the previous year's O.D.A. Schedule of Fees (effective on the first day of the seventh continuous month of employment), for all employees on the payroll who are eligible to enroll under the regulations of the aforesaid plans.
- 27.02 Effective the 1st of the month following date of ratification by both parties to this collective agreement, the Corporation agrees to contribute to the costs for replacement of dentures for an employee on a 50/50 shared basis up to a maximum of three hundred dollars (\$300.00) in any one year (effective on the first day of the seventh continuous month of employment). This will apply to all employees on the payroll who are eligible to enroll in the plan. Note: bridges are not covered under this provision.
- 27.03 In lieu of the Employment Insurance Premium rebate for sick leave plan provisions, the Corporation will contribute to one hundred percent (100%) of the billed premium for, or cover the cost of, eyeglasses (including frames and/or lenses, repairs, and contact lenses) and any portion for the purpose of an eye exam, up to a total amount of two hundred dollars (\$200.00) per person each two (2) calendar years, (employee, spouse, and dependent children) when provided on the written prescription of a medical doctor or optometrist (effective on the first day of the seventh continuous month of employment). Sunglasses or eyeglasses for cosmetic purposes are not included.
- 27.04 The Corporation shall provide employees with Chiropractic Coverage and Massage Therapy. The employee will be allowed to

use either of the above benefits; however, the total billable amount for both benefits shall not exceed three-hundred dollars (\$300.00).

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

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

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

- 27.06 An employee who retires as per Clause 27.05 prior to the point of an unreduced early retirement under the most current OMERS qualifying service provision to the extent that such credit or any portion thereof will bring him/her to age sixty-five (65) or the point of an unreduced early retirement under the most current OMERS qualifying service provision, after April 25, 1989, will receive, semi-private and EHC benefits, premiums one hundred percent (100%) employer paid, from the date of retirement until the date Ontario Legislation provides prescription coverage to age 65.
- 27.07 All full-time employees, as a condition of employment, shall participate in the above plans and will be subject to the following conditions:
- a) the provisions of these plans shall not apply to an employee when he/she resigns, is laid off beyond one calendar month, discharged or is on an unpaid extended leave of absence.

### **Article XXVIII - Group Life Insurance**

- 28.01 The Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering group life insurance for all regular employees on the payroll who are eligible to enroll for such coverage (effective on the first day of the thirteenth continuous month of employment).

### **Article XXIX - Employees on Workplace Safety and Insurance Claims (WSIB)**

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

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

Sick leave credits will be used in increments of a one-half (1/2) hour, up to a maximum of two (2) hours per day; however, under no circumstances will the combined use of sick leave credits and the amount awarded exceed normal net pay.

### **Article XXX - Progression Routine**

- 30.01 As a regular practice employees shall automatically progress from minimum to maximum, as indicated in the respective wage schedules. However, in the event that an employee fails to make satisfactory progress, his/her advancement may be withheld for a period of six (6) months. When progression is withheld, Management shall notify the employee and give the reason for withholding routine progression, and at the next semi-annual routine progression date, his/her progress and general performance shall be reviewed. If his/her progress and general performance are then found satisfactory, he/she shall be granted routine progression; if his/her progress and general performance are not found to be satisfactory, he/she shall either be transferred or dismissed. If at the time of the review just mentioned, his/her progress and general performance were found to be satisfactory, and if six (6) months after the review his/her performance has continued satisfactory, the employee may be granted the next step in progression thus re-establishing his/her original progression status.
- 30.02 It is agreed that Shop Stewards be in attendance at the performance evaluation at the request of either party.

### **Article XXXI - Job Security**

- 31.01 Whenever it becomes necessary for the Corporation to contract out work regularly performed by the employees covered by this Agreement, such contracting out shall not result in the layoff of the regular full-time employees covered by this Agreement.
- 31.02 The provisions of this Agreement shall be binding upon any successor or merged Company or Companies or any successor in the control of the Company. In the event there is a merger with, or sale to another Company in which the covered employees therein are represented by another Union in such Company, the representation rights and status quo of this Union shall be maintained until a final determination is made under the Canada Labour Code as to the proper representation of the combined group.

## **Article XXXII - Automation and Technological Change**

- 32.01 Wherever possible the Corporation shall give six (6) months advance notice in order to discuss any decision to introduce changes in plant, equipment or work methods, which may have an adverse effect on present manpower requirements. Permanent employees, who may be displaced from their job by virtue of automation or technological change, will be given the opportunity to fill other vacancies according to the provisions as set forth in Article XX relative to seniority and qualifications.
- 32.02 Tbaytel will undertake to retrain, at regular rates of pay, an employee who has been displaced because of automation or technological change. The degree of retraining will be governed by the capability of the employee to be retrained and the availability of a suitable position within Tbaytel.
- 32.03 The Corporation shall endeavour to Cross-train employees where ever possible to create a flexible workforce. The Corporation shall utilize all full-time employees equally when implementing a Force Flex situation. Individuals who are used in a Force Flex situation outside their group shall be given at least one working days notice and shall be given adequate time to prepare for their relocation to the assigned section. When utilizing the Force Flex Plan, employees relocating, will be considered employees of their new section for the purpose of overtime.

## **Article XXXIII - Classification and Wage Progression Schedule**

- 33.01 Schedule "A" is hereby made part of this Agreement.
- 33.02 When a new position is created within the bargaining unit, such position will be discussed between the Union and Management.
- 33.03 All employees having charge of four (4) or more Journeymen or Apprentices shall be classified as Sub-Foremen.
- 33.04 When a Journeyman is in charge of a crew of two (2) or more persons, he/she shall be paid Leadhand rate.

Individuals who are appointed by Management or who apply for posted "Leadhand" positions which exceed six (6) months in duration, shall be paid their prevailing Lead Hand rate continually while in the position. For the purpose of this agreement continually shall refer to, while on sick time, stat. holidays, vacation, WSIB, bereavement and training during the period outlined above.

- 33.05 An employee who is at the top step of his/her classification and is required by management to assume the duties of another employee at a higher wage shall be paid at the top step of his/her new classification. An employee who is not at the top step of his/

her classification and is required to assume the duties of another employee at a higher wage rate will receive the rate of pay of his/her current step in the new classification. Should the number of steps for both classifications differ, the employee shall receive the rate of pay of the step equivalent to his/her current step [(i.e., if the home classification has 6 steps and the "acting" classification has 5 steps, the 5th step in the home classification will equal the 4th step in the "acting" classification) (if the home classification has less steps than the "acting" classification, the next highest wage rate shall be paid)]. The wage rate received shall not be less than the current rate of pay.

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

33.06 On transfers upwards or lateral, the employee will retain his/her current rate until evaluation indicates progression. The first evaluation will be carried out at three (3) months. If warranted salary progression will be to the next higher rate in the new classification.

On downward transfers, employees will retain their current step. The employee shall remain at the step until evaluation indicates progression to the next step. Evaluations will be carried out as above.

33.07 An employee appointed by Management as an Instructor to teach formal training courses shall be paid at the rate of 107% of the Journeyman while teaching such courses.

33.08 Newly hired Apprentices shall be assigned to a Journeyman during the first step of the Apprenticeship.

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

### **Article XXXIV - Plural or Feminine Terms May Apply**

34.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require. This provision will also apply to any position titles set forth under the Classification and Wage Progression Schedules" forming part of this Agreement.

### **Article XXXV - Negotiating Committee**

35.01 (a) A negotiating Committee shall be established and shall consist of not more than four (4) employees and the Union Business Agent as appointees of the Union. The Corporation shall pay for all regular wages and benefits



of the Union Negotiating Committee incurred while in the process of negotiating a Collective Agreement.

- (b) The Union shall, by written notice, keep Management informed of the members of the Negotiating Committee and any changes thereto, as they occur.

### **Article XXXVI - Travel Allowance**

36.01 An employee required to travel for training purpose outside the City of Thunder Bay, on behalf of the Corporation, will be paid travel time on a straight time basis. For travel by ground transportation, the employee shall be paid equal to the time required to travel to the destination. Same shall apply for the return trip.

For air transportation, the employee shall receive a maximum of three (3) hours each way (included is the travel time to and from the airport).

Further to the above the Corporation shall:

- (1) Provide suitable ground transportation between the training centre or work location and the place of accommodation;
- (2) Pay transportation costs for a trip home every three (3) weeks;
- (3) Pay for three (3) long distance telephone calls of a ten (10) minute duration each week or allow reasonable use of their company cell phones or calling cards while out of town for the purpose of calling home.
- (4) Pay per diem as defined in the Corporation's Corporate Policy.

### 36.02 **Regional Work-Field Operations**

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

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

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

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

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

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

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

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

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

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

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

## **Article XXXVII - Severance Pay**

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

## **Article XXXVIII - Termination**

- 38.01 This agreement shall remain in force for a period of four (4) years from April 1, 2017 to March 31, 2021, inclusive, and shall continue in force from year to year thereafter unless in any year not more than ninety (90) days and not less than sixty (60) days, before the

date of its termination, either party shall furnish the other with notice of termination of, or proposed revision to this agreement.

IN WITNESS WHEREOF the party of the first part and the party of the second part cause their Proper Officers to affix their signatures this 30th day of March 2017.

Tbaytel

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

  
\_\_\_\_\_  
Dan Toratigh, President & CEO

  
\_\_\_\_\_  
Rob Thibodeau, I.B.E.W. Local 339 Business Manager

  
\_\_\_\_\_  
John Barch, VP - Operations & Administration

  
\_\_\_\_\_  
Mark Angove, Shop Steward

  
\_\_\_\_\_  
Brenda DiFranco, Director - Customer Care

  
\_\_\_\_\_  
Mark Zawadzki, Shop Steward

  
\_\_\_\_\_  
Kory MacLeod, Director - Network Operations

  
\_\_\_\_\_  
Matt Scherban, Shop Steward

  
\_\_\_\_\_  
Stephan Sisko, Acting Director - IT Services

  
\_\_\_\_\_  
Lison McAuley, Director - Human Resources

# Schedule "A"

2017- 2020

Classification And Wage Progression

| Pay Scale | Classification   | Step | April 1, 2017<br>Hourly<br>Pay Rate<br>(1.75%) | April 1, 2018<br>Hourly<br>Pay Rate<br>(1.75%) | April 1, 2019<br>Hourly<br>Pay Rate<br>(1.75%) | April 1, 2020<br>Hourly<br>Pay Rate<br>(1.75%) |           |           |
|-----------|--|------|--|--|--|--|-----------|-----------|
| AC        | Business Installation Technician<br>Cable Dispatcher/Tester<br>Dispatcher<br>Cable Splicer<br>Installation & Repair Technician<br>Internet Technician<br>Network Management Tester<br>Dispatcher<br>Network Operations Technician<br>Outside Plant Engineering<br>Technician<br>Wireless Technician<br>Technical Support Technician<br>Operations Technician | 1    | \$20.7947                                      | \$21.1587                                      | \$21.5289                                      | \$21.9057                                      |           |           |
|           |  | 2    | \$24.0931                                      | \$24.5147                                      | \$24.9437                                      | \$25.3802                                      |           |           |
|           |  | 3    | \$27.3796                                      | \$27.8587                                      | \$28.3463                                      | \$28.8423                                      |           |           |
|           |  | 4    | \$29.0347                                      | \$29.5428                                      | \$30.0598                                      | \$30.5858                                      |           |           |
|           |  | 5    | \$30.6779                                      | \$31.2148                                      | \$31.7611                                      | \$32.3169                                      |           |           |
|           |  | 6    | \$33.5979                                      | \$34.1858                                      | \$34.7841                                      | \$35.3928                                      |           |           |
|           |  | BC   | Line Technician<br>Cable Locator/Cable Helper  | 1  | \$20.7947                                      | \$21.1587                                      | \$21.5289 | \$21.9057 |
|           |  |      |  | 2  | \$24.0931                                      | \$24.5147                                      | \$24.9437 | \$25.3802 |
|           |  |      |  | 3  | \$27.3796                                      | \$27.8587                                      | \$28.3463 | \$28.8423 |
|           |  |      |  | 4  | \$29.0347                                      | \$29.5428                                      | \$30.0598 | \$30.5858 |
|           |  |      |  | 5  | \$30.6779                                      | \$31.2148                                      | \$31.7611 | \$32.3169 |
|           |  |      |  | 6  | \$33.0068                                      | \$33.5844                                      | \$34.1721 | \$34.7701 |
|           |  | CC   | Cable Locator<br>Draftsperson                  | 1  | \$20.7947                                      | \$21.1587                                      | \$21.5289 | \$21.9057 |
| 2         | \$24.0931  |      |  | \$24.5147                                      | \$24.9437                                      | \$25.3802                                      |           |           |
| 3         | \$27.3796  |      |  | \$27.8587                                      | \$28.3463                                      | \$28.8423                                      |           |           |
| 4         | \$29.0347  |      |  | \$29.5428                                      | \$30.0598                                      | \$30.5858                                      |           |           |
| 5         | \$30.6779  |      |  | \$31.2148                                      | \$31.7611                                      | \$32.3169                                      |           |           |
| 6         | \$32.5576  |      |  | \$33.1273                                      | \$33.7070                                      | \$34.2969                                      |           |           |
| DC        | Vehicle Mechanic   | 1    | \$31.3872                                      | \$31.9365                                      | \$32.4954                                      | \$33.0641                                      |           |           |
| FC        | Access Facility Technician   | 1    | \$20.7947                                      | \$21.1587                                      | \$21.5289                                      | \$21.9057                                      |           |           |
|           |  | 2    | \$24.0931                                      | \$24.5147                                      | \$24.9437                                      | \$25.3802                                      |           |           |
|           |  | 3    | \$27.3796                                      | \$27.8587                                      | \$28.3463                                      | \$28.8423                                      |           |           |
|           |  | 4    | \$29.0347                                      | \$29.5428                                      | \$30.0598                                      | \$30.5858                                      |           |           |
|           |  | 5    | \$30.6779                                      | \$31.2148                                      | \$31.7611                                      | \$32.3169                                      |           |           |
| GC        | Customer Solutions Coordinator   | 1    | \$28.3135                                      | \$28.8089                                      | \$29.3131                                      | \$29.8261                                      |           |           |
|           |  | 2    | \$29.5548                                      | \$30.0720                                      | \$30.5983                                      | \$31.1338                                      |           |           |
|           |  | 3    | \$30.9616                                      | \$31.5034                                      | \$32.0547                                      | \$32.6157                                      |           |           |
|           |  | 4    | \$32.2030                                      | \$32.7665                                      | \$33.3399                                      | \$33.9234                                      |           |           |
|           |  | 5    | \$33.5979                                      | \$34.1858                                      | \$34.7841                                      | \$35.3928                                      |           |           |
| HC        | Control Dispatcher<br>Line & Cable Clerk<br>Network Operations Clerk<br>Web & Graphics Designer  | 1    | \$26.1619                                      | \$26.6197                                      | \$27.0855                                      | \$27.5595                                      |           |           |
|           |  | 2    | \$28.5735                                      | \$29.0736                                      | \$29.5824                                      | \$30.1001                                      |           |           |
|           |  | 3    | \$30.9143                                      | \$31.4553                                      | \$32.0058                                      | \$32.5659                                      |           |           |
| IC        | Storekeeper  | 1    | \$25.7008                                      | \$26.1506                                      | \$26.6082                                      | \$27.0739                                      |           |           |
|           |  | 2    | \$27.8170                                      | \$28.3038                                      | \$28.7991                                      | \$29.3031                                      |           |           |
|           |  | 3    | \$30.0158                                      | \$30.5411                                      | \$31.0756                                      | \$31.6194                                      |           |           |
| JC        | Janitor Handyperson  | 1    | \$21.3267                                      | \$21.6999                                      | \$22.0797                                      | \$22.4661                                      |           |           |
|           |  | 2    | \$23.2419                                      | \$23.6487                                      | \$24.0625                                      | \$24.4836                                      |           |           |
|           |  | 3    | \$25.3934                                      | \$25.8378                                      | \$26.2900                                      | \$26.7501                                      |           |           |
| SU        | Student  | 1    | \$11.0000                                      | \$11.00  | \$11.0000                                      | \$11.0000                                      |           |           |
|           |  | 2    | \$12.0000                                      | \$12.00  | \$12.0000                                      | \$12.0000                                      |           |           |
|           |  | 3    | \$13.0000                                      | \$13.00  | \$13.0000                                      | \$13.0000                                      |           |           |
|           |  | 4    | \$14.0000                                      | \$14.00  | \$14.0000                                      | \$14.0000                                      |           |           |

| Pay Scale | Classification   | Step                       | April 1, 2017<br>Hourly<br>Pay Rate<br>(1.75%)                             | April 1, 2018<br>Hourly<br>Pay Rate<br>(1.75%)                             | April 1, 2019<br>Hourly<br>Pay Rate<br>(1.75%)                             | April 1, 2020<br>Hourly<br>Pay Rate<br>(1.75%)                             |
|-----------|--|----------------------------|--|--|--|--|
| LC        | Foreman Broadband<br>Foreman Business Installation<br>Foreman Cable<br>Foreman Installation & Repair<br>Foreman Network Management<br>Centre<br>Foreman Network Operations<br>Installation<br>(109% of journeyman rate for<br>applicable classification) | 1                          | \$36.6217  | \$37.2625  | \$37.9146  | \$38.5781  |
| MC        | Subforeman Building Maintenance<br>(107% of journeyman rate for<br>applicable classification)  | 1                          | \$35.3173  | \$35.9354  | \$36.5642  | \$37.2041  |
| NC        | Foreman Line<br>(109% of journeyman rate for<br>applicable classification)   | 1                          | \$35.9774  | \$36.6070  | \$37.2476  | \$37.8994  |
| OC        | Leadhand Business Installation 1<br>Leadhand Network Management<br>(104% of journeyman rate for<br>applicable classification)  | 1                          | \$34.9418  | \$35.5532  | \$36.1754  | \$36.8085  |
| PC        | Leadhand Line<br>(104% of journeyman rate for<br>applicable classification)  | 1                          | \$34.3271  | \$34.9278  | \$35.5391  | \$36.1610  |
| QC        | Building & Preventative Mtce.<br>Worker  | 1<br>2<br>3<br>4<br>5<br>6 | \$20.7947<br>\$24.0931<br>\$27.3796<br>\$29.0347<br>\$30.6779<br>\$33.0068 | \$21.1587<br>\$24.5147<br>\$27.8587<br>\$29.5428<br>\$31.2148<br>\$33.5844 | \$21.5289<br>\$24.9437<br>\$28.3463<br>\$30.0598<br>\$31.7611<br>\$34.1721 | \$21.9057<br>\$25.3802<br>\$28.8423<br>\$30.5858<br>\$32.3169<br>\$34.7701 |
| RC        | Application Developer<br>Database Administrator<br>Network Administrator<br>Technology Centre Operator<br>Portal Application Developer   | 1<br>2<br>3<br>4<br>5<br>6 | \$29.7913<br>\$31.4818<br>\$33.1486<br>\$34.8274<br>\$36.4943<br>\$38.1729 | \$30.3126<br>\$32.0327<br>\$33.7287<br>\$35.4369<br>\$37.1329<br>\$38.8410 | \$30.8431<br>\$32.5933<br>\$34.3190<br>\$36.0570<br>\$37.7827<br>\$39.5207 | \$31.3829<br>\$33.1636<br>\$34.9196<br>\$36.6880<br>\$38.4439<br>\$40.2123 |
| SC        | Marketing Representative   | 1<br>2<br>3<br>4<br>5<br>6 | \$20.7947<br>\$24.0931<br>\$27.3796<br>\$29.0347<br>\$30.6779<br>\$33.0068 | \$21.1587<br>\$24.5147<br>\$27.8587<br>\$29.5428<br>\$31.2148<br>\$33.5844 | \$21.5289<br>\$24.9437<br>\$28.3463<br>\$30.0598<br>\$31.7611<br>\$34.1721 | \$21.9057<br>\$25.3802<br>\$28.8423<br>\$30.5858<br>\$32.3169<br>\$34.7701 |
| TC        |  | 1<br>2<br>3<br>4           | \$23.7975<br>\$25.7008<br>\$27.8170<br>\$30.0158                           | \$24.2139<br>\$26.1506<br>\$28.3038<br>\$30.5411                           | \$24.6377<br>\$26.6082<br>\$28.7991<br>\$31.0756                           | \$25.0689<br>\$27.0739<br>\$29.3031<br>\$31.6194                           |
| UC        | GIS Draftperson  | 1<br>2<br>3<br>4<br>5<br>6 | \$21.6223<br>\$25.0506<br>\$28.4790<br>\$30.2050<br>\$31.9074<br>\$33.8580 | \$22.0007<br>\$25.4890<br>\$28.9774<br>\$30.7336<br>\$32.4658<br>\$34.4505 | \$22.3857<br>\$25.9351<br>\$29.4845<br>\$31.2714<br>\$33.0339<br>\$35.0534 | \$22.7774<br>\$26.3890<br>\$30.0005<br>\$31.8187<br>\$33.6120<br>\$35.6669 |
| VC        | Network Engineering Specialist<br>Outside Plant Engineering<br>Specialist<br>Senior Application Administrator<br>Senior Database Administrator<br>Senior Network Administrator<br>Wireless Engineering Specialist  | 1<br>2<br>3<br>4<br>5      | \$36.3287<br>\$38.3385<br>\$40.6319<br>\$43.0672<br>\$43.6347              | \$36.9645<br>\$39.0094<br>\$41.3430<br>\$43.8209<br>\$44.3983              | \$37.6113<br>\$39.6921<br>\$42.0665<br>\$44.5878<br>\$45.1753              | \$38.2695<br>\$40.3867<br>\$42.8027<br>\$45.3680<br>\$45.9658              |

| Pay Scale | Classification  | Step | April 1, 2017<br>Hourly<br>Pay Rate<br>(1.75%) | April 1, 2018<br>Hourly<br>Pay Rate<br>(1.75%) | April 1, 2019<br>Hourly<br>Pay Rate<br>(1.75%) | April 1, 2020<br>Hourly<br>Pay Rate<br>(1.75%) |
|-----------|---|------|--|--|--|--|
| WC        | Outside Plant Eng. Contract Inspector   | 1    | \$38.3385                                      | \$39.0094                                      | \$39.6921                                      | \$40.3867                                      |
|           |   | 2    | \$40.6319                                      | \$41.3430                                      | \$42.0665                                      | \$42.8027                                      |
|           |   | 3    | \$43.0672                                      | \$43.8209                                      | \$44.5878                                      | \$45.3680                                      |
|           |   | 4    | \$43.6347                                      | \$44.3983                                      | \$45.1753                                      | \$45.9658                                      |
| XC        | Network Engineering Associate<br>Outside Plant Engineering Associate<br>Wireless Engineering Associate<br>Network Management Centre Analyst<br>IPTV Engineering Associate<br>Customer Engineering Associate | 1    | \$35.2648                                      | \$35.8820                                      | \$36.5099                                      | \$37.1488                                      |
|           |   | 2    | \$37.2627                                      | \$37.9148                                      | \$38.5783                                      | \$39.2534                                      |
|           |   | 3    | \$38.3740                                      | \$39.0455                                      | \$39.7288                                      | \$40.4241                                      |
|           |   | 4    | \$39.5325                                      | \$40.2243                                      | \$40.9283                                      | \$41.6445                                      |
|           |   | 5    | \$40.7266                                      | \$41.4393                                      | \$42.1645                                      | \$42.9023                                      |
| YC        | Repair Shop Technician<br>(rate 92% of AC Pay Scale)  | 1    | \$30.9100                                      | \$31.4509                                      | \$32.0013                                      | \$32.5614                                      |
| ZC        | Specialist Building Industry Consultant   | 1    | \$40.8329                                      | \$41.5475                                      | \$42.2745                                      | \$43.0143                                      |
|           |   | 2    | \$43.3037                                      | \$44.0615                                      | \$44.8326                                      | \$45.6171                                      |
|           |   | 3    | \$43.6465                                      | \$44.4103                                      | \$45.1875                                      | \$45.9783                                      |
| AAC       | Foreman - Technology Centre Operator  | 1    | \$32.4725                                      | \$33.0408                                      | \$33.6190                                      | \$34.2073                                      |
|           |   | 2    | \$34.3151                                      | \$34.9156                                      | \$35.5266                                      | \$36.1483                                      |
|           |   | 3    | \$36.1320                                      | \$36.7643                                      | \$37.4077                                      | \$38.0624                                      |
|           |   | 4    | \$37.9618                                      | \$38.6261                                      | \$39.3021                                      | \$39.9899                                      |
|           |   | 5    | \$39.7788                                      | \$40.4749                                      | \$41.1832                                      | \$41.9039                                      |
|           |   | 6    | \$41.6085                                      | \$42.3367                                      | \$43.0776                                      | \$43.8314                                      |
| BBC       | Wiring Technician   | 1    | \$18.3588                                      | \$18.6800                                      | \$19.0069                                      | \$19.3396                                      |
|           |   | 2    | \$19.5410                                      | \$19.8830                                      | \$20.2309                                      | \$20.5849                                      |
| CCC       | Security Technician   | 1    | \$20.7947                                      | \$21.1587                                      | \$21.5289                                      | \$21.9057                                      |
|           |   | 2    | \$24.0813                                      | \$24.5027                                      | \$24.9315                                      | \$25.3678                                      |
|           |   | 3    | \$27.3796                                      | \$27.8587                                      | \$28.3463                                      | \$28.8423                                      |
| DDC       | Business Analyst  | 1    | \$39.5798                                      | \$40.2725                                      | \$40.9772                                      | \$41.6944                                      |
|           |   | 2    | \$41.8023                                      | \$42.5338                                      | \$43.2781                                      | \$44.0355                                      |
|           |   | 3    | \$44.0130                                      | \$44.7832                                      | \$45.5669                                      | \$46.3643                                      |
|           |   | 4    | \$46.2473                                      | \$47.0566                                      | \$47.8801                                      | \$48.7180                                      |
|           |   | 5    | \$48.3753                                      | \$49.2219                                      | \$50.0833                                      | \$50.9597                                      |
|           |   | 6    | \$50.6924                                      | \$51.5795                                      | \$52.4821                                      | \$53.4006                                      |

## **Short Term Incentive Plan**

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

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

## **Addendum A**

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

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

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

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



## Letter Of Understanding

Between Tbaytel - hereinafter referred to as the "Corporation" and  
Local Union No. 339, I.B.E.W. (Craft) - hereinafter referred to as the "Union"

RE: STORE – LEADHAND STOREKEEPER

---

The Union and Company agree that should the Company determine a Leadhand position is required in Stores they will post for the position. This agreement is specific to the Storekeeper Leadhand job description developed for the sole purpose of establishing the role and responsibilities of the position.

The Leadhand position will receive the Leadhand rate of 4% of the Storekeeper classification. Compensation, benefits, and all other conditions shall be in accordance to the Collective Agreement.

This agreement is not precedent setting and may not be cited as precedence or referenced for future Leadhand positions.

SIGNED IN THUNDER BAY, ONTARIO THIS 30th DAY OF March, 2017

Tbaytel

  
\_\_\_\_\_  
Dan Topatch, President & CEO

  
\_\_\_\_\_  
John Barch, VP - Operations & Administration

  
\_\_\_\_\_  
Brenda DiFranco, Director – Customer Care

  
\_\_\_\_\_  
Kory MacLeod, Director – Network Operations


  
\_\_\_\_\_  
Stephan Sisko, Acting Director – IT Services

  
\_\_\_\_\_  
Lison McAuley, Director – Human Resources

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

  
\_\_\_\_\_  
Rob Thibodeau, I.B.E.W. Local 339 Business Manager

  
\_\_\_\_\_  
Mark Angove, Shop Steward

  
\_\_\_\_\_  
Mark Zawadzki, Shop Steward

  
\_\_\_\_\_  
Matt Scherban, Shop Steward

## **Letter Of Understanding**

Between Tbaytel - hereinafter referred to as the "Corporation" and Local Union No. 339, I.B.E.W. (Craft) - hereinafter referred to as the "Union"

RE: COMPANY-UNION RELATIONS COMMITTEE

---

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

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

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

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

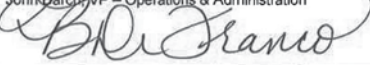
These meetings are intended for the purpose of providing information and discussing/reviewing areas of concern with the goal of achieving mutually agreeable resolutions.

SIGNED IN THUNDER BAY, ONTARIO THIS 30th DAY OF March, 2017


Tbaytel

  
\_\_\_\_\_  
Dan Topatigh, President & CEO

  
\_\_\_\_\_  
John Barch, VP - Operations & Administration

  
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Brenda DiFranco, Director - Customer Care

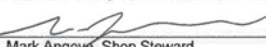
  
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Kory MacLeod, Director - Network Operations

  
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Stephan Sisko, Acting Director - IT Services

  
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Lison McAuley, Director - Human Resources

Local Union 339, The International Brotherhood Of Electrical  
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Mark Angove, Shop Steward

  
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Mark Zawadzki, Shop Steward

  
\_\_\_\_\_  
Matt Scherban, Shop Steward

## **Letter Of Understanding**

Between Tbaytel - hereinafter referred to as the "Corporation" and Local Union No. 339, I.B.E.W. (Craft) - hereinafter referred to as the "Union"

RE: NETWORK OPERATION TECHNICIANS – TWELVE HOUR SHIFTS

---

Twelve hour shifts shall be scheduled from 7:00 a.m. to 7:00 p.m. and from 7:00 p.m. to 7:00 a.m. The regular hours of work shall average a forty-two (42) hour work week; however, for pay purposes, regular hours will be paid in accordance to actual hours worked.

Employees shall work two consecutive 7:00 a.m. until 7:00 p.m. shifts, immediately followed by two consecutive 7:00 p.m. to 7:00 a.m. shifts.

An employee's four working shifts shall be immediately followed by four consecutive days off.

When relieving twelve hour employees from scheduled absences, eight hour employees may work up to twelve regular hours per day and their weekly regular average hours shall not exceed those of a twelve hour employee.

- a) One week vacation for employees on twelve hour shifts shall be equal to one block of four consecutive scheduled twelve (12) hour workdays, and weekly pay shall be calculated on the basis of forty-two (42) hours at regular straight time rate. Vacation shall be scheduled in four day blocks during prime time (May to Oct). If sufficient notice and staffing requirements are met, a one or two day block may be allowed.
- b) For the purpose of calculating vacation pay, weekly pay shall be on the basis of forty-two (42) hours at regular straight time.
- c) For the purpose of annual vacation allotment, one week of vacation credits shall be equal to forty-two (42) hours of regular paid vacation time.

When relieving for a one day block, the start and end time of the eight hour shifts may be altered to accommodate the required shift coverage. Such would allow for staggered shifts.

Shift differential shall be as per the Collective Agreement.

Should an employee choose to withdraw from the twelve (12) hour rotation, written notice shall be provided to his manager at least three (3) months prior to the start of the following vacation year.

Employees on the twelve hour shifts shall be given five sick days at twelve hours

Employees working Statutory Holidays shall be paid in accordance to the Collective Agreement.

Statutory Holidays for employees on twelve hour shifts shall be twelve hours.

Interpretation:

- Employees working 7 p.m. to 7 a.m. on the day prior to the holiday are paid stat pay from 12 a.m. to 7 a.m.
- Employees working 7 a.m. to 7 p.m. on the holiday are paid stat pay for the entire shift.

- Employees working 7 p.m. to 7 a.m. with the shift commencing on the holiday are paid stat pay from 7 p.m. to 12 a.m.
- Employees who are on a day off for the holiday shall receive twelve hours statutory pay.
- Employees have the ability to bank three (3) twelve (12) hour Statutory Holidays (maximum allowed in the calendar year is thirty-six (36) hours). When used to top off vacation, this banked time may be broken and not used as whole days.

Banking of Overtime: A maximum of 4-twelve hour working days shall be accumulated per year (May 1st to April 30th).

SIGNED IN THUNDER BAY, ONTARIO THIS 30th DAY OF March, 2017

Tbaytel

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

  
 \_\_\_\_\_  
 Dan Topatich, President & CEO

  
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 Rob Thibodeau, I.B.E.W. Local 339 Business Manager

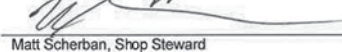
  
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 John Barch, VP – Operations & Administration


  
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 Mark Angove, Shop Steward

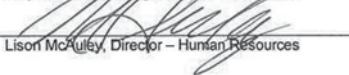
  
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 Brenda DiFranco, Director – Customer Care

  
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 Mark Zawadzki, Shop Steward

  
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 Kory MacLeod, Director – Network Operations

  
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 Matt Scherban, Shop Steward

  
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 Stephan Sisko, Acting Director – IT Services

  
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 Lison McAulley, Director – Human Resources

## **Letter Of Understanding**

Between Tbaytel - hereinafter referred to as the "Corporation" and Local Union No. 339, I.B.E.W. (Craft) - hereinafter referred to as the "Union"

RE: INSTALLATION AND REPAIR DEPARTMENT – TWELVE HOUR SHIFTS

---

Twelve hour shifts shall be scheduled between the hours of 8:00 a.m. to 8:00 p.m. from Monday to Friday and between the hours of 8 a.m. to 6 p.m. on Saturday and Sundays. For pay purposes, the regular hours of work shall be paid as actual hours worked and shall average eighty hours over an 8 week period.

An employee's four working shifts shall be immediately followed by four consecutive days off.

A requirement of ten employees (Installation and Repair Technicians and Operations Technicians) at any one time shall be utilized on the twelve hour shifts. However, the requirement may vary as a result of employee absences.

One week vacation for employees on twelve hour shifts shall be equal to one block of four days, which shall be equivalent to a five day block at eight hours. The total annual vacation allotment will not be affected by the twelve hour shifts.

The vacation ratio for Installation and Repair Technician and Operations Technicians shall be as follows:

- a) Employees on twelve hour shifts – only 1 employee off at any one time per group of 5 employees.
- b) Employees on the twelve hour rotation will not be included in the vacation ratio under Addendum A in the Collective Agreement.

Shift differential shall be as per the Collective Agreement.

Should an employee choose to withdraw from the twelve (12) hour rotation, written notice shall be provided to his manager at least three (3) months prior to the start of the following vacation year.

Employees on the twelve hour shifts shall be given 60 hours of paid casual sick leave. Sick leave balances will be prorated and adjusted accordingly when an employee is removed or added to the twelve hour rotation after the start of a calendar year.

Employees working Statutory Holidays shall be paid in accordance to the Collective Agreement.

The Floaters shall be paid for the number of hours of the day the floater is taken.


Statutory Holidays for employees on twelve hour shifts shall be twelve hours.

Banking of Overtime: A maximum of forty hours shall be accumulated per year.


SIGNED IN THUNDER BAY, ONTARIO THIS 30th DAY OF March, 2017.


Tbaytel

  
\_\_\_\_\_  
Dan Topalich, President & CEO

  
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John Barch, VP – Operations & Administration

  
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Brenda DiFranco, Director – Customer Care

  
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Kory MacLeod, Director – Network Operations


  
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Stephan Sisko, Acting Director – IT Services

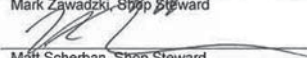
  
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Lison McAuley, Director – Human Resources

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

  
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Rob Thibodeau, I.B.E.W. Local 339 Business Manager

  
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Mark Angove, Skop Steward

  
\_\_\_\_\_  
Mark Zawadzki, Skop Steward

  
\_\_\_\_\_  
Matt Scherban, Shop Steward

## Letter Of Understanding

Between Tbaytel - hereinafter referred to as the "Corporation" and Local Union No. 339, I.B.E.W. (Craft) - hereinafter referred to as the "Union"

RE: NETWORKS & TECHNOLOGY – OUTSIDE PLANT ENGINEER – ENGINEER IN TRAINING (EIT)

---

The Union and Company agree to create a new position within the Networks & Technology Section. The position is an Engineer in Training (EIT). The Engineer in Training is a four (4) year development role for a new graduate pursuing a Professional Engineers designation.

The attached job description shall define the role of the Engineer in Training and the following conditions shall apply:

The incumbent will receive the Engineering Associate wage band – XC and because the duration of the program for one occupant shall not exceed four (4) years, they will only qualify for the first four steps.

Benefits, vacation, and hours of work shall be the same as the Engineering Associate.

For the purpose of overtime distribution, the EIT will be given an equal opportunity after full time, temporary, and part time are offered the overtime.

To qualify for an Engineer in Training, candidates must have a four (4) year Engineering degree and be working towards a Professional Engineers designation.

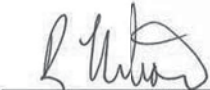
The incumbent shall pay union dues in accordance to the Collective Agreement.

SIGNED IN THUNDER BAY, ONTARIO THIS 30th DAY OF March, 2017


Tbaytel

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

  
Dan Topatich, President & CEO

  
Rob Thibodeau, I.B.E.W. Local 339 Business Manager

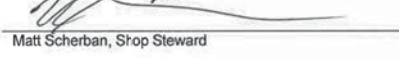
  
John Barck, VP – Operations & Administration

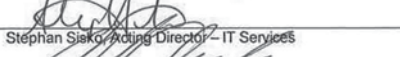
  
Mark Angove, Shop Steward

  
Brenda DiFranco, Director – Customer Care

  
Mark Zgawadzki, Shop Steward

  
Kory MacLeod, Director – Network Operations

  
Matt Scherban, Shop Steward

  
Stephan Sisko, Acting Director – IT Services

  
Lison McAuley, Director – Human Resources



## Letter Of Understanding

Between Tbaytel - hereinafter referred to as the "Corporation" and Local Union No. 339, I.B.E.W. (Craft) - hereinafter referred to as the "Union"

RE: CO-OP STUDENTS – NETWORK OPERATIONS – NETWORKS & SERVERS

The Union and the Company (the "parties") acknowledge and agree that this Letter of Understanding is made in accordance with the collective agreement concerning Co-op Students Article VI – Employee Categories, Clause 6.07 – Co-op Student.


It is agreed that the Company has the ability to provide two part time co-op placements in Network Operations – Networks & Servers to two students from the Electrical Engineering Technology co-op program during the period of October 1 to May 1. The total placement hours for both students can be equivalent to the hours of one full time student; therefore the hours will not exceed 18.75 hours per week per student.

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

SIGNED IN THUNDER BAY, ONTARIO THIS 30th DAY OF March, 2017

Tbaytel

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


  
\_\_\_\_\_  
Darl Topatigh, President & CEO


  
\_\_\_\_\_  
Rob Thibodeau, I.B.E.W. Local 339 Business Manager


  
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John Barch, VP – Operations & Administration

  
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Mark Angove, Skop Steward

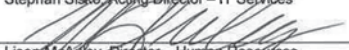
  
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Brenda DiFranco, Director – Customer Care

  
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Mark Zawadzki, Shop Steward

  
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Kory MacLeod, Director – Network Operations

  
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Matt Scherban, Shop Steward

  
\_\_\_\_\_  
Stephan Sisko, Acting Director – IT Services

  
\_\_\_\_\_  
Lison McAuley, Director – Human Resources

## **Letter Of Understanding**

Between Tbaytel - hereinafter referred to as the "Corporation" and  
Local Union No. 339, I.B.E.W. (Craft) - hereinafter referred to as the "Union"

### **RE: EXTENSION OF TERM FOR TEMPORARY EMPLOYEES – OPERATIONS TECHNICIANS**

---

On a without prejudice basis and in the interest of responsibly managing staffing and work levels, the Union and the Company agree to hire temporary Operations Technicians under the following conditions:

1. An employment contract with a start and end date, not to exceed a three (3) year term, will be provided for each Operations Technician and will be copied to the union.
2. The term may only be extended with a written agreement from the Union.
3. The duties and responsibilities will be in keeping to those of the Operations Technicians' job description.
4. The Company will deduct union dues from the pay of the temporary employees as indicated in Article III-Union Check Off, Clause 3.01; however, as per Article VI-Employee Category, Clause 6.01 a), temporary employees will not accumulate seniority.
5. The hours of work will be within the hours of the Operations Technician and will average eighty (80) hours bi-weekly. Scheduling of the hours will be as per Article VIII-Full Time Hours of Work, Clause 8.01 b).
6. With the exception of the duration conditions, all other provisions in Article VI-Temporary Employees, Clause 6.01 a) will apply.
7. The starting rate of pay will be the same rate as the Operations Technician rate in Schedule A.
8. Progression will be in accordance to Article XXX-Progression Routine, Clause 30.01 of the Collective Agreement.
9. The temporary Operations Technicians will be employed in accordance to all other applicable Articles of the Collective Agreement.
10. This Agreement will be effective immediately and will be for the duration of the current Collective Agreement.

This agreement is not precedent setting and may not be cited as precedence or referenced in the future. work week; however, for pay purposes, regular hours will be paid in accordance to actual hours worked.


SIGNED IN THUNDER BAY, ONTARIO THIS 30<sup>th</sup> DAY OF March, 2017

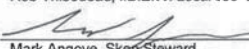
Tbaytel

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

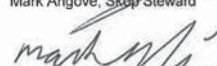
  
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Dan Topatigh, President & CEO

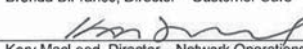
  
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Rob Thibodeau, I.B.E.W. Local 339 Business Manager

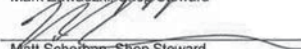
  
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John Betch, VP – Operations & Administration

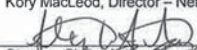
  
\_\_\_\_\_  
Mark Angove, Shop Steward


  
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Brenda DiFranco, Director – Customer Care

  
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Mark Zawadzki, Shop Steward

  
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Kory MacLeod, Director – Network Operations

  
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Matt Scherbar, Shop Steward

  
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Stephan Sisko, Acting Director – IT Services

  
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Lison McAuley, Director – Human Resources

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