

This AGREEMENT is made in duplicate this 30th day of April, 1996

BETWEEN

MTS MOBILITY INC.

(hereinafter referred to as the "Company")

Of the First Part

AND

**TELECOMMUNICATIONS EMPLOYEES ASSOCIATION
OF MANITOBA**

(hereinafter referred to as the "Association")

Of the Second Part

As a result of collective bargaining negotiations by and between the Company and the Association, this Agreement witnesseth that the parties hereto agree as follows:

****Preamble***

The main objective of the Agreement is to establish and maintain harmonious relations between the Company and the Association.

Accordingly, the mutual interest of both parties is to maintain the efficient operation of the Company and to make provisions herein by which all disputes and grievances or other matters relative to the welfare of the Company and the employees concerned can be discussed and settled quickly and amicably.

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GENERAL SECTION

ARTICLE 1 RECOGNITION AND SCOPE

***1.01** MTS Mobility Inc. recognizes the Association as the sole and exclusive Collective Bargaining Agent for all employees of MTS Mobility Inc., who are both employed in its operations in the Province of Manitoba and covered by Certificate No. MLB 4066. Any new classifications created during the term of this Agreement which fall within the scope of the said Agreement shall be added as Appendices attached to and forming part of the Agreement.

The exceptions are:

Those covered by Certificate No. CLRB 555-3860 and MLB 3686, Graduate Engineers employed by MTS Mobility Inc. who are members of or who are eligible to be members of The Association of Professional Engineers of the Province of Manitoba and who occupy positions within MTS Mobility Inc. requiring such membership or eligibility for membership in order to perform the tasks required in such positions, those employees occupying the positions in Appendix "A" attached, and those excluded by the Act.

ARTICLE 2 DURATION OF AGREEMENT

***2.01** Except for the payment of wages and overtime, which shall be paid as set out in the Wage Schedules hereto annexed, this Agreement shall become effective on the first day of the bi-weekly pay period immediately following the date it is executed and shall continue in force and in effect up to and including April 11, 1998.

2.02 Unless terminated upon a ninety (90) day written notice given by either party, to the other, prior to the expiry of the said term, this Agreement shall continue in full force and effect thereafter, until terminated at any time by ninety (90) days written notice.

2.03 The Company and the Association acting jointly may, from time to time, by Letters of Understanding signed by them, amend or interpret the provisions of this Agreement and the parties shall be bound by any such amendment or interpretation.

2.04 During the term or prior to the termination of this Agreement, the parties shall, at the request of either party, meet at least once every two (2) months for the purpose of discussing issues relating to the workplace which affect the parties hereto or any employee bound hereby.

ARTICLE 3 ASSOCIATION DUES

***3.01** In accordance with Section 70, Part I of the Canada Labour Code, the Company agrees to deduct from the salary of individuals covered by this Agreement, whether or not the individual is a member of the Association, an amount of the regular bi-weekly Association dues and remit the amount to the Association forthwith.

3.02 The Association shall indemnify and save harmless the Company, from any losses, damages, costs, liabilities or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

ARTICLE 4 GRIEVANCES

4.01 A "grievance" shall mean any difference relating to the meaning, application, or alleged violation of this Agreement.

4.02 When a grievance is submitted in writing, it shall be on a standard grievance form agreed to by both parties and to be supplied by the Association.

4.03 "Day" for the purpose of this Article shall mean any day that is not a Saturday, Sunday or a Company Holiday recognized by this Agreement.

4.04. 1 In the event an employee chooses to grieve on a discharge, suspension or promotion, he/she must file his/her grievance within five (5) working days of receipt of a notice on the discharge, suspension or promotion. In such cases the grievance procedure will commence at Step 2.

.2 For grievances pertaining to other matters. the grievance must be filed within ten (10) working days from the time the employee has been made aware of the alleged violation.

4.05 STEP 1 - A grievance shall be discussed with the immediate Manager by the grievor or the grievor accompanied by the Association Representative. The immediate Manager shall have five (5) working days from the date of this discussion in which to render an oral decision.

4.06 STEP 2 - The grievance may be submitted in writing by the Association Representative to the Human Resources Manager within five (5) working days of the disposition of the matter at Step 1. The Company shall within ten (10) working days, convene a meeting with the Local Grievance Committee and render a signed and dated, written decision.

4.07 STEP 3 - If a **satisfactory** settlement is not **obtained** under the previous step, then the grievance **may** be **submitted** to the Director Industrial Relations within fifteen (15) working days of the disposition of the matter at Step 2. The Director Industrial Relations and **the** respective Senior Manager or designates **shall**, within **fifteen (15)** working days, convene a meeting with the Association Grievance Committee and render a signed and dated, written decision.

***4.08** Grievances **filed** in relation to the selection of **employees on job postings shall** commence at Step 2 and shall be filed with the **Human Resources** Manager.

The grievance meeting will be held with the Local Grievance **Committee** and **the** **Human Resources** Manager or designate in the location where the grievance originated.

4.09 Company responses at Step 1 to Step 3 will be given or sent to the employee or the Association official who initiated the Step.

4.10 Time limits specified in Steps 1 through 3 may be extended at any time by mutual agreement in writing.

4.11 Grievance meetings held in relation to Step 1 and Step 2 of **this procedure** will be held in the location where the grievance originated. Step 3 meetings will normally be held in Winnipeg, **unless** circumstances concerning the **cause** of the grievance necessitate this meeting to be held in a regional location.

4.12 The Local Grievance Committee referred to in Step 2 will consist of two (2) members of the Association **as** designated **by** the Association Executive.

4.13 The Company shall pay for wages during the **grievance** meeting and wages for time spent travelling in-town between Company buildings to attend grievance meetings.

The Association shall be responsible for:

- (1) all Association transportation expenses;
- (2) Association out of town travel time;
- (3) all other expenses for Association Grievance Committee members.

This shall be applicable to all steps of the grievance procedure.

The Association Representative(s) will be allowed to process grievances **on** Company time **to** the extent outlined in **this** Article.

4.14 The Association Grievance Committee referred to in Step 3 shall be a committee composed of three (3) members of the Association. In any **case** where it is considered necessary to bring in additional assistance, the

Committee may be increased **by** one member to a maximum of four (4) members.

The **grievor** may, at his/her own request, or shall, at the **request** of the Company, attend at Step 2 or 3 of the grievance procedure.

4.15 Either **party**, without stoppage of work and after exhausting the grievance procedure established by **this** Agreement, may notify the other party in writing of its desire to submit the alleged violation or difference to arbitration.

POLICY GRIEVANCE

4.16 Any difference arising between the Company and the Association relating to the meaning, application, or alleged violation of **this** Agreement, including any questions **as** to whether a matter is arbitrable may be dealt with **as** a policy grievance commencing at Step 3. However, **by** mutual agreement, a policy grievance may commence at Step 2. Whenever a difference arises between the Association and the Company, there shall be no stoppage of work, but the parties shall confer in an effort to settle the differences.

4.17 If the Company has a grievance against the Association, the grievance may be submitted in writing by the Director Industrial Relations to the Business Manager of the Association. A Step 3 meeting will be held within ten (10) working days following the receipt of the grievance. The Association shall render a written decision within ten (10) working days of such a discussion.

ARTICLE 5 ARBITRATION

5.01 Unless the provisions of Article 4 have been complied with, a grievance shall not proceed to Arbitration.

5.02 A grievance shall proceed to Arbitration if either party makes service upon the other of written notice within ten (10) working days of the decision being rendered from the Step 3 grievance meeting.

5.03 Within seven (7) working days of notice being provided as in Article 5.02, each party will appoint a member to a Board of Arbitration. The two (2) members shall then choose a Chairperson. If they are unable to agree on a Chairperson within fourteen (14) working days of the service aforesaid, they shall request the Minister of Labour to appoint a Chairperson.

5.04 The Board of Arbitration shall not have any power to alter or change any of the provisions of **this** Agreement, or to substitute any new provisions for any existing provisions, and in reaching its decision it shall be bound by the terms and provisions contained herein.

5.05 The Board of Arbitration may, before the hearing, require the representative of the parties to attend before it to define the issue(s) to be arbitrated and to establish the procedure to be followed at the hearing.

5.06 The Board of Arbitration shall complete its sittings and hand down its award within thirty (30) days of the appointment of the Chairperson, except that this time limit may be extended with the mutual consent of the Association and the Company.

5.07 The decision of the majority of the Board of Arbitration shall be the decision of the Board of Arbitration, and if there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding on the parties.

5.08 Each party shall pay the fees and expenses of its own appointee and one-half the fees and expenses of the Chairperson and of any clerk or stenographer whom the Board may require.

ARTICLE 6 DEFINITIONS

6.01 Regular Full Time Employee - is an employee who works the basic weekly hours of work and whose employment is expected to continue indefinitely.

6.02 Regular Part Time Employee - is an employee who is required to work more than half the basic hours of work as set by the Company on a predetermined, regular, recurring basis, whose hours are not directly affected by daily or weekly service requirements or work load, and whose employment is expected to continue indefinitely. These employees are entitled to receive the same or pro-rated benefits of a Regular Full Time employee.

6.03 Term Employee - is an employee who works the basic weekly hours of work and who has been:

- (1) Engaged to fill a temporary vacancy in the regular staff; or
- (2) Engaged for seasonal work; or
- (3) Engaged normally for a limited period, with the definite understanding his/her employment is to terminate at the end of the period.

NOTE 1: Term employment may be terminated at any time due to a reduction of workload or completion of a project, as indicated on the Term Employment Acknowledgment Form 1126.

NOTE 2: Term employees will be given the opportunity to apply for regular employment, provided a vacancy exists within the classifications covered by this Agreement and provided he/she meets the qualification requirements of the vacancy.

NOTE 3: Contract/Term (Conterm) employees are excluded from the terms of this Agreement and are covered by General Circular No. 202.9.

6.04 Probationary Employee - is an employee engaged by the Company for a period of six (6) months to determine his/her suitability for engagement as a Regular Full Time or Regular Part Time employee. This period may only be extended by mutual agreement between the Company and the Association. Where a period of probation in excess of six (6) months has been established, the employee shall be notified of the length of probation.

6.05 The Net Credited Service Date is:

- (1) The original date of engagement for employees having no deductible absence.
- (2) A revised date to include the number of days, months and years of deductible absence.

The Net Credited Service Date of an employee shall be retained and continue during periods of authorized Leave of Absence or when on Workers Compensation, special assignment, or Association Leave of Absence.

The Net Credited Service Date may be revised to reflect deductible absence or accumulated service (bridged) as per General Circular 204.22 in force at the time of the signing of this Agreement.

6.06 Headquarters - the city, town, or village where an employee is regularly assigned to work.

ARTICLE 7 POSTINGS, PROMOTIONS, LATERAL TRANSFERS AND DEMOTIONS

7.01 Where a position within the Company, covered by this Agreement becomes vacant, and the Company determines that it should be filled, such vacancy shall be filled by one of the following options:

Lateral Transfers

7.02 The Company may fill vacant positions by the lateral transfer of employees. A lateral transfer means a transfer to a position within the same salary group.

7.03 An employee wishing to be considered for a lateral transfer or a transfer to a lower rated position may submit his/her request, in Writing, to the Human Resources Manager responsible for the area where the employee wishes to relocate. The Human Resources Manager shall acknowledge receipt of the request in writing. The employee should also give his/her Human Resources Manager a copy of the request.

7.04 In the event the Company does not laterally transfer an employee to fill a vacant position, such vacant positions shall be posted.

Job Postings

7.05 When the Company elects to fill a vacant position covered by this Agreement through the job posting process, the Company shall:

- (a) Post internally: if no qualified applicants arise from an internal posting then advertise externally; or,
- (b) Upon consultation with the Association, simultaneously post internally and advertise externally; and,
- (c) In the event there are no qualified applicants for a posted position vacancy, the Company shall be at liberty to fill the vacancy in any manner it considers best.

Promotions

7.06 No employee shall be promoted to a position within a higher salary group covered by this Agreement without being selected through the posting process.

7.07 Postings, which shall be placed on bulletin boards throughout the Company, will contain the following information: location of position and department, Manager's title, duties and qualifications, salary classification, closing date and hours of work if non-standard. Closing date for the acceptance of applications shall be ten (10) working days from the date of posting.

7.08 Applicants for a posting that are not granted an interview shall be advised in writing by the Selection Committee Chairperson. Letters of notification will be issued upon completion of the pre-screening process.

7.09 Applicants for a posting shall be advised of the decision reached within sixty (60) calendar days after the closing date of the posting, or if the selection of the successful candidate cannot be made within that period, then the applicants shall be advised of the date on which a decision is expected.

7.10 Any candidate having concerns regarding his/her final outcome in a competition may contact the Chairperson of the selection committee for debriefing.

7.11 Should a vacancy occur for a position which has been previously posted within the last eight (8) months, the Company may appoint the second choice candidate from the selection process for that previous vacancy. In the event the second person is unavailable, the Company may, at its option, appoint the subsequent qualified candidate(s) on the list, or re post the position.

7.12 Successful candidates chosen to fill a posted position will be paid the appropriate rate of pay for the new position to which he/she has been appointed, two (2) weeks after the official notification of appointment has been communicated to the employee, regardless of when such employee actually commences employment in the new position.

7.13 Where an employee is promoted to a position within a higher salary group, that employee shall receive the salary in the new salary group which represents a minimum increase of at least four percent (4%) over the salary which he/she received prior to the promotion.

7.14 In some instances, the Company may promote a person to a position where the person has less than adequate qualifications required to carry out all of the duties and functions of the position. In such cases, the Company may pay the person four percent (4%) below the minimum for the position for a period of up to one (1) year. This rate is subject to review by the Company until he/she attains the necessary skill to fulfill the duties and functions of the position, or he/she is removed from the position.

7.15 An employee promoted to another position, either in or out of scope of this Agreement, or transferred as a result of his/her application for a posted position, shall serve a trial period of up to six (6) months in his/her new position. In the event the employee finds he/she is unable to perform the duties of the new position or his/her performance proves to be unsatisfactory, he/she shall be returned to his/her former position or a comparable position for which he/she can qualify at his/her former salary. Any other employee promoted or transferred because of the initial promotion shall also return to his/her former position at his/her former salary. However, if a vacancy exists at the same grade as the classification of the displaced employee and he/she can qualify for such vacancy, every effort will be made to arrange for transfer to that position.

7.16 The Company is responsible for transportation and moving expenses as per General Circular 206.7 as follows:

- (a) When an employee is selected through the posting process either on a promotional basis

or a lateral transfer to a different job within the same *salary* group.

- (b) ~~When the~~ Company initiates a lateral transfer.
- (c) ~~When the Company~~ approves an employee ~~initiated lateral transfer~~ to a different job.
- (d) When the *Company* approves an employee ~~initiated lateral transfer from Northern Region, to a position south of the 53rd parallel, provided that the employee has completed five(5) years of service in the Region. Such approval shall not be unreasonably withheld under these circumstances.~~

The *Company* shall not be responsible for transportation and moving expenses as follows:

- (a) When an employee initiates a lateral transfer to the same job in a new location by a written request or through the posting process.
- (b) When an employee initiates a demotion to a new location by a written request or through the posting process.

Demotions

7.17 Where justified or for compassionate reasons, the *Company* may fill vacant positions by transferring an employee to a lower *salary* group.

ARTICLES TEMPORARY APPOINTMENTS

8.01 The decision as to whether a temporary vacancy should be filled will be at the discretion of the *Company*.

8.02 Notwithstanding Article 7.04, vacancies resulting from operational reasons such as sick leave, vacation relief, workers Compensation, L.O.A., special project etc., may be filled temporarily by promotion.

8.03 The *Company* is responsible for all transfer transportation expenses, including board and lodging as per General Circular 206.7, for acting and temporary appointments.

Existing Positions

8.04 Where it is necessary to make appointments to existing management positions of an interim or acting nature, the duration of the appointment shall not normally exceed six (6) months. The *Company* agrees to advise the Association if an extension is necessary.

8.05 Rotation of qualified employees shall be considered in order to give a greater number of employees an opportunity to develop new skills.

8.06 Acting pay will become effective from the first day of the acting assignment.

***Pay Treatment - Acting Management Assignments**

8.07 When an employee is temporarily appointed to an acting position, the employee's pay treatment will be as follows:

(a) Employees in TEAM's Jurisdiction

An employee in TEAM's jurisdiction appointed to an acting Management position shall, if on progression in his/her current *salary* group, receive the next step in their wage progression.

If the employee is at the maximum of his/her current *salary* group, he/she shall receive four percent (4%) of the maximum of the salary group he/she is in at time of appointment.

This pay treatment shall apply for the first six (6) months the employee is acting in the position.

Should the acting assignment continue beyond six (6) consecutive months, the employee shall then receive the salary in the new salary group which represents a minimum increase of at least four percent (4%) over the salary he/she received prior to the appointment.

Increment Date

If the employee is at the maximum of his/her present *salary* group prior to the appointment, a new increment date shall be established from the date the acting assignment commenced.

If the employee is on progression in his/her current *salary* group, he/she shall maintain his/her current increment date.

(b) Employees Outside TEAM's Jurisdiction

An employee from outside TEAM's jurisdiction appointed to an acting Management assignment shall receive the applicable percentage wage increase for the first six (6) months of the acting assignment.

Should the acting assignment continue beyond six (6) consecutive months, the employee shall receive the salary in the new salary group which represents a minimum salary equivalent to their acting rate.

Increment Date

A **new** increment date for the Management position shall be established from the date the **acting** assignment commenced.

Under no **circumstances** shall an employee in an acting assignment covered in (a) or (b) above, receive more than the maximum **salary** of the applicable **salary** group.

Temporary Positions

8.08 Where it is necessary to make appointments to **temporary** positions which are created for reasons such as a **special** project or assignment, the **duration** of the appointment shall not normally exceed twenty-four (24) months. **The Company** agrees to advise the Association if an extension is necessary.

8.09 Temporary positions will normally be posted on a Company wide basis. The **posting** may be waived for reasons such as short term duration, location, special skills, or if there are qualified **persons** available for re-assignment.

8.10 When an employee is temporarily appointed to a position with a higher **salary** group, that employee shall receive the **salary** in the **new salary** group which represents a minimum increase of at least four percent (4%) over the **salary** which he/she received prior to the appointment.

Expiration of Temporary Appointments

8.11 Upon expiry of the acting or temporary assignment, the employee will return to his/her former position or equivalent position and rate of pay.

ARTICLE 9 TECHNOLOGICAL CHANGE

9.01 The Company and the Association recognize that technological change **can** offer significant improvements in the quality and quantity of services provided to the public.

9.02 For the purposes of **this** Article, technological change means:

- (1) the introduction of equipment or material of a different nature or kind, than that previously **used; and,**
- (2) a change in the manner in which the work is **carried** on that is directly related to the introduction of that equipment or material,

which is likely to **affect** the terms and conditions of work or the **security** of employment of a significant number of regular employees.

9.03 Where the Company proposes to effect a technological change, it shall give the Association preferably at least nine (9) months but not less than one hundred and twenty (120) days prior written notice of the change.

Such notice shall include the following:

- (1) the **nature** of the change;
- (2) the date on which the Company proposes to **effect** the change;
- (3) the approximate number and **type** of employees and location likely to be affected by the change; and,
- (4) the effects the change may be expected to have on the terms and conditions or the security of employment of regular employees covered by the Collective Agreement.

9.04 If so advised, the Association and the Company will meet to resolve, where possible, the re-assignment, re-location, transfer, reclassification or retraining as may be required to assist employees in their continued employment. The Company shall make all reasonable effort to ensure that no present regular employee, who is covered by this Agreement, shall lose his/her employment as a result of the introduction of a technological change.

9.05 Any employee requiring retraining to work with the new technology will receive whatever training is necessary on Company time at Company expense.

9.06 Training (not to exceed training that would normally be given to a new employee) will be provided on Company time at Company expense to qualify an employee displaced due to technological change to allow him/her to qualify for vacant positions within the bargaining unit.

ARTICLE 10 *MATERNITY, PATERNITY AND PARENTAL LEAVE

Regular Full-Time or Regular Part-Time

10.01 A female employee who has completed six (6) consecutive months employment with the Company shall be granted Maternity Leave under one of two plans:

- (1) Plan A – Maternity Leave without pay, or
- (2) Plan B - Supplemental Maternity Allowance Plan.

The following terms and conditions shall apply to both plans:

- (a) The employee shall submit to the Company a ~~written~~ application for leave at least four (4) ~~weeks~~ before the day specified by her in the application as the day on which she intends to commence such leave.
- (b) The employee shall provide the Company with a ~~certificate~~ from a duly ~~qualified~~ medical practitioner certifying that she is pregnant and ~~specifying~~ the ~~estimated~~ date of delivery.
- (c) Maternity Leave will be granted for a period not exceeding seventeen (17) weeks if delivery ~~occurs~~ on or before the date of delivery ~~specified~~ in the certificate mentioned in (b); or if delivery ~~occurs~~ after the date mentioned in the certificate, seventeen (17) weeks plus an additional period ~~equal~~ to the period between the date of delivery specified in the certificate mentioned in (b) and the actual date of delivery.
- * (d) Maternity Leave shall commence ~~no~~ earlier than eleven (11) weeks preceding the date ~~specified~~ in the certificate mentioned in (b) and shall terminate no later than seventeen (17) weeks following the actual date of delivery.
- (e) ~~An~~ employee who wishes to resume her employment on expiration of her Maternity Leave shall be reinstated in the position ~~occupied~~ by her at the time such Leave commenced or in a comparable position, with not less than the same wages and benefits.
- (f) For an employee granted Maternity Leave, employment after termination of the Leave shall be deemed continuous with employment before the commencement of the Leave.
- * (g) ~~An~~ employee who remains absent from work for a period in excess of seventeen (17) weeks following the actual date of delivery shall forfeit the right to be reinstated (except as in (c) above or where the employee elects to take Parental Leave as outlined in Part III of the ~~Canada Labour Code~~).

NOTE 1: Maternity Leave shall not exceed a TOTAL period of seventeen (17) weeks except as provided in (c) above.

NOTE 2 If an employee becomes ill prior to the date she ~~has~~ designated as her commencement date for Maternity Leave, she shall be eligible for sick leave provided the need for such leave is substantiated on a Physician's Certificate of Disability for Duty (**Form 1109**).

10.02 Plan A - Maternity Leave without pay shall be granted in accordance with the terms and conditions listed in clause **10.01**.

10.03 Plan B - Supplemental Maternity Allowance Pay (SMAP) shall be granted in accordance with the terms and conditions listed in clause **10.01** together with the following additional terms and conditions:

.1 Where ~~an~~ employee elects the Supplemental Maternity Allowance Plan, payments will consist of the following:

- (a) For the first two (2) weeks of Maternity Leave, payment will be 93% of regular wages.
- (b) For up to a maximum of fifteen (15) additional weeks, payments to be made will be the difference between Unemployment Insurance (U.I.) Benefits and **93%** of regular wages. The combined weekly level of U.I. Benefit, Supplemental Maternity Allowance and other earnings shall not exceed 95% of the employees normal weekly earnings as per U.I. regulations.
- (c) For all other time as may be provided under paragraph 10.01 (c) nil payment.
- (d) In the event that legislation is enacted that provides additional unemployment insurance (other than an increase in the maximum standard benefits) or any other increase to the payments made to the employee on account of her pregnancy during the fifteen (15) week period, the amount she is entitled to receive as provided in (b) above shall be decreased by the amount she would be entitled to receive as a result of such additional U.I. or other payment.
- (e) Employees will be required to apply for and become entitled to U.I. benefits before supplemental payments become payable.
- * (f) To verify they are receiving U.I. benefits, employees must mail or deliver their benefit statement to the Payroll Section every two (2) weeks during the Maternity Leave.

.2 To be eligible, the employee shall sign an agreement with the Company providing that:

(a) She will return to work and remain in the Company's employ for at least the hours equivalent to six (6) consecutive months of employment in her old capacity prior to commencing Maternity Leave; and

(b) She will return to work on the date of expiry of her Maternity Leave or the additional period provided in 10.01 (c); and

(c) Should she fail to return to work as provided under (a) and (b) above she is indebted to the Company for the full amount received as Supplemental Maternity Allowance.

.3 During the period of Maternity Leave, vacation benefits shall be reduced as described in Article 21.02.

10.04 An employee who has been granted Maternity Leave who, before the expiration of the Leave granted under paragraph 10.01 (c) has decided that she will not resume work on completion of such Leave, shall advise the Company in writing of her decision at the earliest possible date.

10.05 On provision of a certificate from a duly qualified medical practitioner certifying pregnancy, an employee who is regularly scheduled to work with video display terminals (VDTs) will have the choice, wherever possible, to opt out of such work during the remainder of her pregnancy in accordance with either of the following:

- (a) Reassignment to non-VDT work if such a position exists; or
- (b) Leave of Absence without pay to cover the period prior to which they would be entitled to Maternity Leave.

Upon completion of this Leave of Absence and the Maternity Leave, an employee who wishes to resume her employment shall be reinstated in the position occupied by her prior to her reassignment to a non-VDT position, or in a comparable position, with not less than the same wages and benefits.

Paternity Leave

10.06. 1 A male employee will be granted up to a maximum of one (1) day's leave with pay, to attend to needs directly related to the birth of his child. Such leave may be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from the hospital.

.2 In a situation where, because of the death of the mother, the father leaves work to become the primary care giver for the child or the mother becomes incapacitated to the extent that she cannot care for the child, the employee shall be eligible for Maternity benefits as herein described.

****Parental Leave***

***10.07** Pursuant to Part III of the Canada Labour Code, employees covered by this Agreement may be eligible for Parental Leave.

***10.08** Employees who have taken Maternity Leave and/or Parental Leave, since their last break in service, shall be eligible to receive service credit for this leave upon written request to their Human Resources Manager. This request must include start date or re-engagement date, and the date(s) of Maternity and/or Parental Leave.

ARTICLE 11 LEAVE OF ABSENCE

11.01 Application for Leave of Absence shall be made by the employee in writing, except in cases of emergency when the application may be made orally, as outlined in General Circular 206.4.

A Leave of Absence may be granted to the employee upon such terms and conditions as are acceptable to the Company and will not be unreasonably withheld.

11.02 .1 Association Leave of Absence without pay but with maintenance of service rights may be granted to any designated employee for the conducting of Association business for a period not in excess of two (2) weeks at any one time. Written notice shall be given by the employee to the immediate Manager as soon as the employee becomes aware of the need for the leave, but with no less than a minimum of five (5) working days. Each Leave of Absence will be subject to service requirements as determined by the employee's Manager and will not be unreasonably withheld.

.2 Where Association Leave of Absence has been granted, the Company shall deduct from the Association's dues payment one hundred percent (100%) of the wages paid to such employees during the approved absence. The Company shall include with the normal dues cheque payable to the Association, a list of employees on behalf of whom wages have been deducted.

***11.03** Association Leave of Absence without pay but with maintenance of service rights may be granted to any designated employee for the conducting of

Association business for a period not in excess of one (1) year, with **one** (1) months written notice to be provided by the employee to their immediate manager. **This** Leave of Absence **will be subject** to approval by the Company. The employee will have the right at any time, upon one (1) months notice, to **return** to the Company's employ to the **same**, or similar work, in which he/she **was** engaged immediately prior to the time of obtaining such Leave of Absence. Such employee shall **also** have the right to continue participating in the Civil Service Superannuation Fund in **accordance with** the Civil Service Superannuation Act.

ARTICLE 12 SICK LEAVE BENEFITS

12.01 An employee who **has** been absent on account of sickness disability, **as** outlined in General Circular 206.4, will normally be paid sick leave benefits for authorized **absences** incurred from and after the end of the first three (3) months of **service** in accordance with his/her available sick leave **credits**. If requested by hidher **Manager**, the employee must submit to the Occupational Health Department a Physician's **Certificate** of Disability for Duty (**Form 1109**) completed by hidher doctor for any period of absence.

12.02 The following table shows, in the right hand column, the maximum number of days absence due to **sickness** for which the Company will, **subject** to the provisions of **this** Article, pay full wages to an employee in the year of hidher net credited service which is shown in the left hand column, after first deducting any previous days for which he/she **has** received sick leave benefits from the Company:

Service	Accumulation	Total
1st 3 months service	No Allowance	
Next 3 months service	3 days full pay	3 days full pay
Next 6 months service	6 days full pay	9 days full pay
2nd year of service	12 days full pay	21 days full pay
3rd year of service	12 days full pay	33 days full pay
4th year of service	12 days full pay	45 days full pay
5th year of service	21 days full pay	66 days full pay
6th year of service	22 days full pay	88 days full pay
7th year of service	22 days full pay	110 days full pay
8th year of service	22 days full pay	132 days full pay
9th year of service	22 days full pay	154 days full pay
10th year of service	22 days full pay	176 days full pay

NOTE: The *Accumulation* will be calculated as of the first day of the period for which the sick credits are to be granted, e.g., 1st day of the 4th year - 12 days full pay - ~~Total~~ - 45 days full pay.

*For more than ten (10) years of service, one hundred and seventy-six (176) days full pay. The Sick Leave Vesting

Plan Benefits **as** administered by the Joint Benefits Committee are contained and described in General Circular 206.4.

***12.03** Paid sick leave granted to an employee during his/her period of **service** with the Company will be charged against and deducted from hidher accumulated credits.

An employee on **return** from sick leave, shall begin to accrue on a pro-rated basis, up to twenty-two (22) days sick leave to be credited on the anniversary of hidher Net Credited Service date.

Every year **thereafter** on the anniversary of hidher Net Credited Service date, providing there was no paid sick leave, the employee would accumulate credits up to **twenty-two (22)** days for each year of service, but not to exceed the maximum of one hundred and seventy-six (176) days as above provided.

12.04 No deduction from an employee's sick leave credits shall be made in respect of absence on a statutory holiday for which the employee is entitled to be paid.

12.05 An employee shall be given full sick leave credit information through hidher normal managerial channels.

12.06 When an employee expects to be or is absent from work for any reason, he/she is expected to notify hidher Manager prior to the starting time for his/her tour of duty, indicating the reason for the absence, on:

- (a) Each day of absence if date of return is unknown; or
- (b) The first day of absence if date of return is known.

Where reasonably practicable, the employee shall notify hidher Manager of hidher return to work, the day prior to hidher return.

12.07 Unreported absence, absence without satisfactory reason or abuse shall be grounds ~~for~~ disqualification from benefits and/or disciplinary action. The Company will consider any action based on the merits of each individual case.

12.08 An employee absent from work due to sickness disability who is on Company authorized sick absence, whether paid or unpaid, shall retain service rights upon return to employment, provided such employee is in physically fit condition to resume his/her former duties.

12.09 .1 Paid sick leave granted to employees during their period of service with the Company will be charged against and deducted from their

accumulated sick **credits** on the basis of **half** days or full days. The following formula shall be **used** in determining the amount of sick **absence** to be charged.

0 to 2 hours – no sick absence charged

Over 2 hours to 5 hours – Half day absence charged.

Over 5 hours per day – One day absence charged

Sick leave which is unpaid will be **determined** on the same formula **as** paid sick leave.

- .2** In cases where the less than two (2) hour time period is being abused, employees **may** have sick **absence** accumulated. Such time will be accumulated in periods of one **half** day and will be charged against the employee's sick leave. When the Company decides to accumulate such time, it **shall** notify the employee in writing with a copy to the Association.

ARTICLE 13 SCHEDULED INCREMENTS

13.01 Scheduled increments shall be granted in accordance with the **salary** schedules as set forth in the attached Appendix B, unless delayed or withheld for **reasons** as outlined in Article 13.02.

13.02 .1 Should the Company for any reason consider that **an** employee **has** not qualified for a scheduled increment, the employee **shall** be so advised in writing one (1) month prior to the date such an increment becomes due.

- .2** A scheduled increment shall not normally be withheld longer than six (6) months, except in the case of **an** employee whose services are unsatisfactory or who refuses to take the training necessary to qualify him/her for work in the position for which he/she is being paid, or who fails to qualify for a promotional position at the end of such training.

13.03 Employees presently at maximum salary rate and who **are** given **an** increment on subsequent reclassification, shall have a scheduled increment date established from date of reclassification.

Where a **job** evaluation results in a position being upgraded to a higher **salary** group, the employee will **be** entitled to the new rate of pay retroactive to the date the revised **job** description was submitted for evaluation to **Human Resources**.

13.04 Increments shall be effective on the first day of the **bi-weekly** pay period closest to the first of the month in which the increments **are** due. Increments which become due during the **first** half of the month, shall be due on the **first** of that month. Increments falling due during the last **half** of the month, shall be due on the first of the following month.

13.05 A scheduled increment which an employee would have received had he/she been on the job, shall not be made effective while he/she is absent due to sick leave, sick furlough, quarantine, Maternity Leave or other approved absence (exclusive of vacation and on duty accident). The date of granting such scheduled increment shall be the regularly scheduled increment date extended by the period of absence, calculated to the nearest whole month, provided that absence for **half** or less of the working days in a month will not be counted **as** a month and more than **half** of the working days in a month will **be** counted as a full month.

13.06 **An** employee absent from duty with or without pay for an accumulated period of one (1) month or more (exclusive of vacation) during one (1) yearly or two (2) consecutive half yearly increment periods shall have his/her scheduled increment date extended one (1) month for each month's absence calculated to the nearest whole month, provided that absence for half or less of the working days in a month will not be counted as a month and absence for more than half the working days in a month will be counted **as** a full month (twenty-two (22) working days average month).

ARTICLE 14 RESIGNATION, DISMISSAL AND DISCIPLINARY ACTION

14.01 **An** employee wishing to resign shall send written notice to his/her Manager at least two (2) weeks before the effective date of the resignation. An employee who terminates employment with the Company by resignation and who fails to give the required two (2) weeks notice, shall **be** subject to loss of payment for wages or for any vacation or holiday credits up to an amount equal to the **two (2)** weeks notice period.

14.02 Excepting dismissal for just cause, the Company will provide a probationary employee with two (2) weeks notice on termination.

14.03 The Company agrees to notify the Association within seven (7) working days of all cases of suspension, termination or other disciplinary action taken against employees covered by this Agreement.

NOTE: For purposes of confidentiality, an employee may request in writing that the Association **not** be so notified.

14.04 The Company agrees that when a written record indicating a warning of possible future disciplinary action is to be placed in an employee's personnel file:

- (1) The employee will be required to read and initial the record;
- (2) Initialing the record does not necessarily signify concurrence;
- (3) The record and any written employee comments will be retained in his/her personnel file;
- (4) The employee will immediately be furnished with a personal copy of that record.

14.05 The employee shall have the right to have an Association Representative present at any disciplinary hearing if the employee so desires.

***14.06** An employee is entitled to examine his/her complete personnel file kept in the Department in which he/she works or in the Human Resources Department, upon request to his immediate Manager or Human Resources Manager or his/her appointee. Such request shall normally be made no more than once per year. The Manager shall maintain the right to schedule the number of appointments at any one time. After reviewing the file, the employee may discuss the file with the appropriate Manager(s) with a view to revising incorrect information, or to request updating or commendation where justified.

14.07 All letters or references of a disciplinary nature in an employee's personnel file shall be destroyed after three (3) years, providing there have been no further disciplinary letters placed within the employees personnel file within that three (3) year period.

14.08 Excepting Probationary Employees, the Company shall not discipline or dismiss any employee bound by this Agreement except for just cause.

ARTICLE 15 PAYDAYS

***15.01** Payday shall be every second Friday for all employees. In the event of a Company holiday falling on a payday, employees will be paid on the preceding work day. All employees covered by this Agreement shall be enrolled in Direct Payroll Deposit.

ARTICLE 16 SCHEDULE OF WAGES

16.01 The Schedule of Wages as set forth in the attached Appendix shall form part of this Agreement.

***16.02** Effective May 1, 1996, each active Regular employee on the payroll, including those on Maternity or Parental Leave, shall be entitled to a one time lump sum payment of five hundred dollars (\$500.00). This lump sum payment is subject to required statutory deductions, and is to be pro-rated for Regular Part-Time employees. The lump sum payment shall not be folded into Appendix B "Management Salary Schedules".

***16.03** Effective January 4, 1997, Appendix B "Management Salary Schedules" shall be increased by one and one-half percent (1.5%).

***16.04** There shall be no roll-back of wages during the life of the Collective Agreement unless otherwise agreed to by the parties.

ARTICLE 17 CORPORATION RIGHTS

17.01 The Association acknowledges that it is the exclusive function and responsibility of the Company to manage its affairs, to direct its working forces, to hire, classify, promote, demote, transfer, layoff, discipline, suspend, and discharge any employee; to increase or decrease its working force; to re-organize, close or disband any department or section thereof from time to time as circumstances and necessity may require; and to maintain order, discipline, and efficiency. This includes the right to determine the employee's ability, skill, competence and other qualifications for the job. All matters concerning the operation of the Company's business not specifically dealt with in this Agreement shall be reserved to the Company and shall be its exclusive responsibility.

17.02 The Company has the right to make and alter from time to time, rules and regulations to be observed by employees provided that such rules and regulations do not violate or conflict with the provisions of this Agreement.

***17.03** The Association acknowledges that nothing in this Collective Agreement shall limit the Company's right to layoff employees covered by this Agreement.

***17.04** In exercising its Corporate Rights in administering this Agreement, the Company shall act reasonably, fairly, and in good faith.

ARTICLE 18 *HOURS OF WORK

18.01 The Company shall have the right from time to time to establish the arrangement of hours of work for all employees covered by this Agreement as is necessary for the efficient operation of the Company.

18.02 .1 The normal working day for employees shall consist of seven (7) hours and thirty (30) minutes. Twenty (20) such working days shall constitute two (2) consecutive bi-weekly pay periods with a total of one hundred and fifty (150) hours of work.

NOTE: The normal working day for immediate Managers of Craft employees shall consist of eight (8) hours per day.

.2 A normal working week shall consist of any assigned five (5) consecutive days commencing on any day of the week.

18.03 A daytime tour shall not normally commence before 7:00 a.m. nor terminate later than 6:00 p.m.

18.04 Assignment of tours of duty may include Saturdays and Sundays.

ARTICLE 19 SHIFT EMPLOYEES AND DIFFERENTIALS

19.01 When an employee is scheduled to work shifts, there shall be a minimum of eight (8) hours off between scheduled tours.

***19.02** An evening and night differential of \$1.00 per hour will be paid to all employees covered by this Agreement for the time worked between the hours of 6:00 p.m. and 8:00 a.m. on the following basis:

This shall not apply to a day tour commencing after 7:00 a.m. or terminating prior to 6:00 p.m.

19.03 The differentials outlined in this Article are not applicable when an employee is being paid premium holiday pay, overtime rates, nor shall evening or night differentials be paid if an employee is being paid the Saturday or Sunday differential for such tour of duty.

19.04 Christmas Eve/New Years Eve Differential

A differential of straight time extra shall be paid for each hour worked between the hours of 6:00 p.m. and 12:00 midnight on Christmas Eve and/or New Year's Eve. Employees receiving the Christmas Eve or New Years Eve differential will not be eligible for differentials as provided under Sections 19.02 and 19.05.

19.05 Saturday and Sunday Differentials

.1 An employee who is normally scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company works at least one (1) tour of duty on each of successive

Saturdays, shall be paid a differential of one dollar (\$1.00) per hour for time worked on all tours commencing on Saturday, regardless of terminating time (including the all night tour commencing at 11:30 p.m. on Friday) on the second and subsequent Saturdays so worked.

.2 A differential of one-half straight time extra shall be paid for each hour worked between midnight Saturday and midnight Sunday by an employee covered by this Agreement.

.3 The Saturday and Sunday differentials shall not be included in wage payments for paid absence from duty,

.4 The Saturday and Sunday differentials shall not be paid for any hours for which an employee is being paid premium holiday pay, Christmas Eve or New Year's Eve differentials or overtime rates.

.5 Where an employee who is assigned to work on a Saturday or Sunday exchanges his/her Saturday or Sunday assignment with another employee who was not assigned to work on that Saturday or Sunday, such Saturday or Sunday work shall not be considered as having been performed "at the direction of the Company" by either employee.

***19.06** Managers Supervising Craft Employees Premium

Managers who are regularly scheduled to work in excess of the thirty-seven and one-half (37.5) hour work week supervising Craft employees, shall be paid a premium equal to two percent (2%) over the regular salary for their classification. These earnings shall be pensionable earnings.

19.07 For the duration of this Agreement, existing differentials being paid will not be modified or terminated.

ARTICLE 20 OVERTIME

20.01 Occasional overtime worked beyond the scheduled work day may be worked at the discretion of the individual without compensation.

20.02 When an employee is authorized to work beyond the normal work day, such additional hours shall be considered as overtime and will be compensated for at double time.

Banked Overtime Provisions

20.03 .1 An employee working overtime for which he/she is entitled to payment at the rate of double time his/her regular wage rate, shall elect to be paid for such overtime in accordance with the following:

- (a) Such overtime to be paid for at the overtime **rate**; or
 - (b) The option of receiving straight time **overtime pay** for each hour worked, plus the balance of hours **as time off**; or
 - (c) The option of receiving time **off** equivalent to double time **off** when applicable.
- .2** If ~~the~~ employee elects to receive time **off** in **lieu** of overtime **rates**, he/she shall inform his/her Manager of **this** option prior to reporting such overtime.
 - .3** The maximum amount of leave an employee may **bank** and maintain will be equivalent to **the hours** the employee would normally work in a two **(2) week** period, **as** defined in Article **18**.
 - 4 Banked** Overtime leave will be taken **as** leave at a **time** mutually agreeable to the employee and his/her Manager. Such leave will be scheduled in full **units** of one **(1)** day during slack periods. Leave will not be granted if it would directly result in more overtime. Where **the demands** of service necessitate, the Company shall have the right to defer a leave **request**. Any scheduled leave may be cancelled **as** a result of Company requirements.
 - .5** On request, **an** employee may elect to have his/her Banked Overtime paid on his/her regular paycheque. Such payment will only **be made** in increments of one **(1)** day or 100% of all banked overtime credits.
 - .6** **An** employee must receive payment in full for all outstanding Banked Overtime prior to the end of each vacation year, on the thirtieth **(30th)** day of April. No **carry over** will be allowed.
 - .7** Payout shall be based on the employee's rate of pay at the time of payout.
 - .8** The scheduling of **annual** vacations shall take precedence over Banked Overtime leave.
 - .9** Banked Overtime provisions will not apply to a Company holiday which is included **as part** of an employee's regular schedule.

ARTICLE 21 VACATIONS

21.01 The vacation year will be calculated **as** the period beginning on the first (1st) day of May and ending the thirtieth (30th) day of April of the following year. A

vacation week will consist of Seven (7) consecutive calendar days.

21.02 **An** employee absent from duty with or without pay for an accumulated **period** exceeding eight (8) weeks, excluding vacation and **on** duty accidents, during the twelve (12) months previous to May 1st, will have his/her vacation **period** reduced proportionately for each week of absence in excess of the first eight (8) weeks. Less than one-half of the working days worked in a week will **constitute** a week of absence for vacation credits, (five **(5)** working days average week).

21.03 When a Company holiday is observed within **an** employee's **annual** vacation he/she shall be granted one **(1)** additional day vacation. The additional day must be taken **as** mutually arranged **by** the employee's Manager.

21.04 .1 **An** employee living within a location having access by road and who receives Remoteness Allowance, shall be allowed two (2) additional days vacation credits in addition to his/her regular vacation credits. The credits will only be allowed if the two (2) days are taken with at least five **(5)** regular vacation credits and if the employee leaves the Remoteness Allowance area. Should the employee not leave the Remoteness Allowance area, or terminate employment, the additional days credit shall not apply.

.2 **An** employee living within a location having **no** access by road and who receives Remoteness Allowance, shall be allowed one (1) week's vacation credit in addition to his/her regular vacation credits. The credits will only be allowed if the one additional week is taken with at least five (5) regular vacation credits and if the employee leaves the Remoteness Allowance area. However, should the employee not leave the Remoteness Allowance area, or terminate employment, the vacation days credit shall not apply.

.3 The additional vacation days for Remoteness Allowance areas will **be** granted one time only in each vacation year.

21.05 .1 **An** employee who resigns, is laid **off** or **dismissed** will **be** allowed vacation, or pay in lieu thereof, in accordance with the vacation credits he/she has earned but not received, including proportionate vacation for the current working year.

.2 An employee who is retiring shall be allowed to take vacation that he/she has earned but has not received including a proportionate period for service in the current working year, prior

to the effective retirement date. An employee who **retires** under the Civil Service Superannuation Act (regular retirement) or who **retires** for health **reasons** (disability retirement under the said Act) shall have the option of working until his/her actual retirement **date** and receive pay in lieu of such earned vacation.

- 21.06** .1 An employee with less than one (1) year of Net **Credited Service** as of April 30th, will be **allowed .288** of a day as vacation with pay during the first vacation year for each week of **service** as of April 30th. Two and one half (2%) or more days worked in a week will **constitute** a week of **service** for vacation **credits**. When computing such vacation **credits**, **fractions** of less than one-half will be dropped, **fractions** of one-half or more will be considered a full day.
- .2 An employee who **has** completed one (1) year of Net Credited **Service** as of April 30, will be allowed **three** (3) weeks of vacation with pay in the following year and each year thereafter.
- .3 An employee will in the vacation year in which his/her sixth (6) net credited anniversary date falls and in each succeeding vacation year, be allowed four (4) weeks vacation with pay.
- .4 An employee will, in the vacation year in which his/her fourteenth (14) net credited anniversary date falls and in each succeeding vacation year, be allowed five (5) weeks vacation with pay.
- .5 An employee will, in the vacation year in which his/her twenty-first (21) net credited anniversary **date** falls and in each succeeding vacation year, be allowed six (6) weeks vacation with pay.
- .6 An employee will, in the vacation year in which his/her thirty-fourth (34) net credited anniversary date falls and in each succeeding vacation year **be** allowed seven (7) weeks vacation with pay.
- .7 Vacations in excess of **three** (3) weeks may only **be** taken consecutively between November **1st** and April 30th, or **as** arranged by the employee's Manager.

21.07 .1 Vacations will be arranged in accordance with the requirements of service. Due to the nature of the Company's business, there are times when it is impossible to grant vacation to some employees. It follows, therefore, that in

the scheduling referred to in the foregoing paragraphs, the Company reserves the right to **deny** any dates requested by employees concerned.

- .2 **As soon as** possible in the calendar year but prior to May 1st, vacations will be scheduled **by** work groups, giving due consideration to the length of **service** of employees and employees' preference insofar **as** the exigencies of services will permit. In any case of dispute, the Senior Manager will make the final decision.

Annual vacations shall not be accumulated **over** a period of years and then taken consecutively. Each year's vacation must be taken before April 30th of that vacation year. Vacations of one (1) week to three (3) weeks will normally commence on a Monday and will be taken in one unbroken **period**, unless under **special** arrangements with the Department.

21.08 When an employee is taken ill, meets with an accident, is confined by quarantine regulations, or is called for jury duty:

- (a) Before leaving to go on vacation, where the employee is prevented from taking the vacation, the Company will re-schedule the vacation at a later date in the same vacation year or in exceptional cases, in the next vacation year;
- (b) **After** leaving work to go on vacation, the employee's vacation will not be re-scheduled.

ARTICLE 22 COMPANY HOLIDAYS

22.01 The following shall **be** recognized **as** Company holidays for which employees shall suffer no reduction in pay on account of the closing of the Company's offices:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
* Civic Holiday	Boxing Day
* Floating Holiday	

*The Company reserves the right to designate the floating holiday by **areas** of its business. In this event, the Company shall notify its employees of the designated date by March 1st of each year.

*Alternatively, where the Company does not designate the floating holiday, it shall be arranged by the Company and

the employee in accordance with the requirements of service. The Company reserves the right to deny any dates requested by employees.

Any additional holiday proclaimed by the Government of Manitoba, or the Government of Canada as a holiday for the general public shall be recognized as a Company holiday.

22.02 A holiday falling on a day between Sunday and Saturday inclusive, shall be included in the weekly schedule for all employees for that week, but not including employees who are absent on leave without pay. However, an employee on such leave who works fifteen (15) days during the thirty (30) days immediately preceding a Company holiday will receive holiday pay for that holiday.

22.03 An employee working on a Company holiday is entitled to receive holiday pay, whether or not he/she is scheduled to work unless he/she is absent from work without authorization on the scheduled work day prior to or following such holiday.

22.04 When any of the above holidays falls on a Saturday or Sunday, which is normally a non-scheduled working day for an employee, the following working day(s) shall be observed as the holiday unless the service demands require otherwise.

22.05 An employee who works on a Company holiday shall receive double time for all hours worked in addition to his/her holiday pay.

ARTICLE 23 DUTY MANAGER

23.01 Due to the nature of its operation, the Company may direct an employee to be available for work outside normal working hours, and he/she shall receive Duty Manager pay at the rate of twenty-five dollars (\$25.00) per day for every day he/she is required to be available.

23.02 In addition to the monies paid in Article 23.01 above, if the employee is authorized to leave his/her residence and report to work, the employee shall be paid at the overtime rate for the time worked.

23.03 Every effort shall be made to equitably distribute the standby requirements amongst all qualified employees.

ARTICLE 24 TRAVELLING REIMBURSEMENT

24.01 When an employee is required to travel on Company business, other than to and from his/her daily work, the Company shall furnish transportation, accommodation and meals. Such employee whose

accommodation and meals are furnished by the Company may, subject to his/her Manager's approval, be allowed a transportation expense allowance to and from his/her normal place of residence in lieu of such accommodation and meals.

24.02 An employee who is temporarily assigned outside his/her headquarters zone may return to his/her home on weekends or authorized periods and be reimbursed costs at prevailing Company policy rates, providing that cost does not exceed the meals and accommodation costs thereby saved by the Company.

24.03 Under extraordinary circumstances, where an employee is required to stay overnight in a switching center or radio shack, a subsistence allowance of \$50.00 or a pro rata portion thereof will be granted.

24.04 Travelling time during normal working hours from an employee's assigned headquarters to the job and return shall be considered as time worked.

24.05 Travelling time when starting or completing a job in a city, town or district away from the employee's headquarters zone will be on Company time. Notwithstanding Article 20.02, if travelling extends into the employee's own time, the straight time rate will apply.

24.06 Travelling time to attend training courses and joint initiatives, such as Continuous Quality Improvement (CQI), outside of normally scheduled working hours shall be paid on a straight time basis.

24.07 Travelling time associated with an emergency call-out shall be considered as time worked at the applicable overtime rates.

24.08 Notwithstanding Article 20.02, when travelling by air out of working hours, compensation at straight time begins one (1) hour prior to flight time, includes flight time, and one (1) hour after flight arrival.

ARTICLE 25 SAFETY

25.01 It shall be the responsibility of the Company to provide a safe working environment, proper and adequate tools, equipment and protective and safety devices for all employees.

***25.02** Provisions of the Canada Labour Code shall apply to all Company job sites and activities.

*ARTICLE 26 LAYOFF

26.01 The Association acknowledges that the Company has the right to determine affected positions for layoff.

26.02 Notice

- .1 In the event of layoff, the Company ~~agrees~~ to meet with ~~the~~ Association to discuss said layoffs ~~and to~~ provide notice, fourteen (14) calendar days in advance of affected employees being so notified. Such notice shall include the date of layoff, number, headquarters, position title and salary classification of affected employees. The Association agrees not to disclose the layoff or any details pertaining to the notice provided until affected employees have received individual notice from the Company.
- .2 Affected employees shall receive a minimum of two (2) weeks written notice of Layoff or two (2) weeks pay in lieu thereof, or an equivalent combination of notice and pay in lieu of notice equaling two (2) weeks.

26.03 Procedure

- .1 In the ~~case~~ of multi-incumbent positions, where there are no differences between incumbents on the basis of skill, ability, performance, qualifications, and headquarters, the junior incumbent, according to Net Credited Service (NCS) date shall be laid off first.
- .2 Affected employees shall not have the right to bump or otherwise move, into any other position under the provisions of this Article.

26.04 Recall

- .1 Laid off employees shall have the right to be recalled for up to forty-five (45) calendar days, in order of NCS, to the position, salary classification and headquarters, from which they were laid off, providing Regular Full-Time work becomes available during this time.
- .2 The right of recall for laid off employees shall expire at the end of forty-five (45) calendar days from the date of Layoff, at which time the laid off employee shall be deemed to be permanently laid off, and therefore terminated.
- .3 During recall, an employee may make application in accordance with Article 7 to any vacant position covered by the Collective Agreement.
- .4 Recall may be done by telephone, or if not contacted by telephone, by registered letter to the employee's last recorded address, at any time within forty-five (45) calendar days from the date of layoff.

- .5 It is the responsibility of laid off employees to keep the Company informed, in writing, of their current address and telephone number.
- .6 The employee shall advise the Company within five (5) calendar days of the date of recall as to their decision.
- .7 Once recall has been accepted, the employee shall report for duty within fourteen (14) calendar days from the date of recall, unless otherwise agreed to.

26.05 Employment Status:

- .1 An employee will be permanently laid off and deemed terminated where:
 - (a) the employee has rejected a recall, or,
 - (b) the employee has failed to notify the Company of his/her decision within five (5) calendar days of being recalled, or
 - (c) the employee has accepted but did not report for duty within fourteen (14) calendar days of recall or as otherwise agreed above, or,
 - (d) pursuant to 26.06.2, the employee elects to take severance pay prior to the expiration of the forty-five (45) calendar day recall period, or,
 - (e) the employee is not recalled within forty-five (45) calendar days from the date of layoff.

26.06 Severance

- .1 A permanently laid off and therefore terminated employee shall receive severance pay as follows:

One week per completed Net Credited year of Service for the first five (5) years of employment, and two (2) weeks per completed Net Credited year of Service thereafter to a combined total of thirty-five (35) weeks maximum.
- .2 Through written agreement between the Company and Employee, a laid off employee may elect to forfeit their forty-five (45) calendar day recall period to receive their severance pay upon their date of layoff. In this event, the employee would be permanently laid off and terminated.

***ARTICLE 27
PERSONAL LEAVE DAYS**

Effective January 1, 1997, all Regular Full-Time employees will be credited with five (5) Personal Leave Days annually.

Employees commencing Regular Full-Time employment subsequent to January 1st, and Regular part-Time employees, will be credited with Personal Leave Days on a pro-rated basis.

Employees will receive their basic rate of pay for each Personal Leave Day. Personal Leave Days shall be taken in accordance with the requirements of service. The Company reserves the right to deny any dates requested by employees.

There shall be no carrying over of Personal Leave Days beyond December 31st of each year, nor will there be a cash payment in lieu of unused Personal Leave Days under any circumstances.

LETTERS OF UNDERSTANDING

EQUAL EMPLOYMENT OPPORTUNITY

*This will confirm our understanding of the above subject as agreed during negotiations between the Telecommunications Employees Association of Manitoba and MTS Mobility Inc., as follows:

Both the Company and the Association agree to the principle of Equal Employment Opportunity and agree to provide representation to the Equal Employment Opportunity committee.

JOB EVALUATION/RECLASSIFICATION HAY JOB EVALUATION PLAN

*This will confirm our understanding of the above subject as agreed between MTS Mobility Inc., and the Telecommunications Employees Association of Manitoba (TEAM).

Appeal Process

All employees shall have the right to appeal as follows:

1. Review job description with immediate Manager to ensure the job description is complete, accurate and approved;
- *2. Request a review of the job description with the immediate Manager and a representative from the Compensation Group to determine overall appropriateness;
3. If the employee is still not satisfied, he/she may appeal his/her concerns in writing to the Compensation Systems Manager who shall arrange to have his/her job re-evaluated by the Job Evaluation committee.

NORTHERN REGION TRAVEL ALLOWANCE

*This will confirm our understanding of the above subject as agreed during negotiations between MTS Mobility Inc., and the Telecommunications Employees Association of Manitoba, as follows:

Northern Region employees may be reimbursed for the cost of two (2) return trips for the employee and his/her immediate family travelling by private vehicle, as per General Circular 206.9.

BASE PLUS COMMISSION SALARY ARRANGEMENTS

Effective the date of signing TEAM recognizes the right of the Company to make adjustments to base plus commission salary arrangements from time to time during the life of the Collective Agreement. Adjustments made are to be done in good faith and in a fair and reasonable manner.

*NET CREDITED SERVICE (NCS)

Where an employee resigns from the employment of one of the MTS Group of Companies to accept a new position within MTS Mobility Inc., his/her Net Credited Service shall be recognized by MTS Mobility Inc.

*BANKING OF VACATION CREDITS

This will serve to confirm our agreement during negotiations in regards to the Banking of Vacation Credits as follows:

Effective the date of ratification, General Circular #206.04, Section 3 - Banking of Vacation Credits, will be amended to reflect the following:

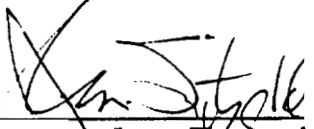
1. Employees between the age of 45 to 50 inclusive, shall be allowed to bank up to five (5) days of vacation credits in a vacation year.
2. Employees between the age of 51 to 55 inclusive, shall be allowed to bank up to ten (10) days vacation credits in a vacation year.

In any event, the maximum combined total of vacation credits an employee can bank is fifty (50) days.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 30th day of April, 1996.

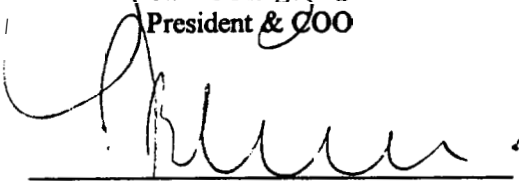
**FOR THE
MTS MOBILITY INC.**

per:



James Fitzgerald
President & COO

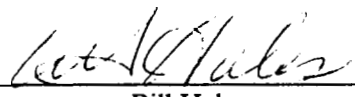
per:



Bryan Luce
Authorized Signatory

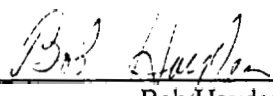
**FOR THE
TELECOMMUNICATION EMPLOYEES
ASSOCIATION OF MANITOBA**

per:



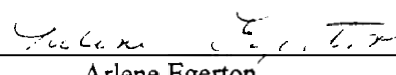
Bill Hales
Business Manager - TEAM

per:



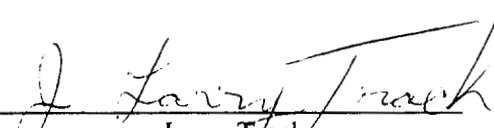
Bob Hayden
Assistant Business Manager - TEAM

per:



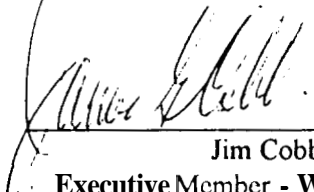
Arlene Egerton
President

per:



Larry Trach
1st Vice-President

per:



Jim Cobb
Executive Member - Western Region

APPENDIX "A"
EXEMPT MANAGEMENT POSITIONS
MTS Mobility Inc.

<u>Position Title</u>	<u>Position Number</u>
President & Chief Operating Officer	
Cellular Systems Engineer (P.Eng.)	2768
 Additional Exempt Positions - On Loan Assignments	
Stentor Canadian Network Management	3600
Stentor Resource Centre Inc.	3632
Contract/Term (Conterm)	3604
Government On Loan	3620

***During the term of this Agreement, should the Company add to the current Appendix A, the Company agrees to discuss the addition(s) with the Association prior to finalizing the status of the position(s).**

APPENDIX "B"
MANAGEMENT SALARY SCHEDULE

Effective: April 11, 1996

Salary Group		Annual Steps					
301	Weekly	\$ 680.20	\$ 712.50	\$ 744.90	\$ 777.25	\$ 809.70	\$ 842.05
	Monthly	2,959.00	3,099.00	3,240.00	3,381.00	3,522.00	3,663.00
	Annually	35,506.00	37,193.00	38,884.00	40,572.00	42,266.00	43,955.00
302	Weekly	\$ 711.55	\$ 745.40	\$ 779.30	\$ 813.20	\$ 847.00	\$ 880.95
	Monthly	3,095.00	3,243.00	3,390.00	3,537.00	3,684.00	3,832.00
	Annually	37,143.00	38,910.00	40,679.00	42,449.00	44,213.00	45,986.00
303	Weekly	\$ 748.50	\$ 784.00	\$ 819.70	\$ 855.35	\$ 890.95	\$ 926.65
	Monthly	3,256.00	3,410.00	3,566.00	3,721.00	3,876.00	4,031.00
	Annually	39,072.00	40,925.00	42,788.00	44,649.00	46,508.00	48,371.00
304	Weekly	\$ 793.45	\$ 831.20	\$ 869.10	\$ 906.75	\$ 944.55	\$ 982.35
	Monthly	3,452.00	3,616.00	3,781.00	3,944.00	4,109.00	4,273.00
	Annually	41,418.00	43,389.00	45,367.00	47,332.00	49,306.00	51,279.00
305	Weekly	\$ 846.90	\$ 887.20	\$ 927.65	\$ 967.95	\$ 1,008.15	\$ 1,048.55
	Monthly	3,684.00	3,859.00	4,035.00	4,211.00	4,385.00	4,561.00
	Annually	44,208.00	46,312.00	48,423.00	50,527.00	52,625.00	54,734.00
306	Weekly	\$ 910.10	\$ 953.45	\$ 996.75	\$ 1,040.15	\$ 1,083.60	\$ 1,126.95
	Monthly	3,959.00	4,148.00	4,336.00	4,525.00	4,714.00	4,902.00
	Annually	47,507.00	49,770.00	52,030.00	54,296.00	56,564.00	58,827.00
307	Weekly	\$ 983.95	\$ 1,030.85	\$ 1,077.80	\$ 1,124.55	\$ 1,171.40	\$ 1,218.35
	Monthly	4,280.00	4,484.00	4,688.00	4,892.00	5,096.00	5,300.00
	Annually	51,362.00	53,810.00	56,261.00	58,702.00	61,147.00	63,598.00
308	Weekly	\$ 1,075.75	\$ 1,126.90	\$ 1,178.15	\$ 1,229.30	\$ 1,280.55	\$ 1,331.85
	Monthly	4,680.00	4,902.00	5,125.00	5,347.00	5,570.00	5,794.00
	Annually	56,154.00	58,824.00	61,499.00	64,169.00	66,845.00	69,523.00

ACTING RATE FOR MAXIMUM OF GROUP

		Annual Steps						
		Salary Group			Salary Group			
+ 4 %	301	Weekly	\$ 875.75			305	Weekly	\$ 1,090.50
		Monthly	3,810.00				Monthly	4,744.00
		Annually	45,714.00				Annually	56,924.00
	302	Weekly	\$ 916.20			306	Weekly	\$ 1,172.05
		Monthly	3,986.00				Monthly	5,098.00
		Annually	47,826.00				Annually	61,181.00
	303	Weekly	\$ 963.75			307	Weekly	\$ 1,267.10
		Monthly	4,192.00				Monthly	5,512.00
		Annually	50,308.00				Annually	66,143.00
	304	Weekly	\$ 1,021.65			308	Weekly	\$ 1,385.15
		Monthly	4,444.00				Monthly	6,025.00
		Annually	53,330.00				Annually	72,305.00

APPENDIX "B"
SALARY SCHEDULE
TRAFFIC, ENGINEERING, SALES, TECHNICIAN PAY GUIDE

Effective: April 11, 1996

<u>Time Interval</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
1 – 6 Months	\$452.10	\$1,967.00	\$23,600.00
7 – 12 Months	488.00	2,088.00	25,056.00
13 – 18 Months	507.50	2,208.00	26,492.00
19 – 24 Months	537.85	2,340.00	28,076.00
25 – 30 Months	568.25	2,472.00	29,663.00
31 – 36 Months	599.10	2,606.00	31,273.00
37 – 42 Months	631.35	2,746.00	32,956.00
43 – 48 Months	663.25	2,885.00	34,622.00
49 – 54 Months	695.20	3,024.00	36,289.00
55 – 60 Months	729.00	3,171.00	38,054.00
61 – 66 Months	757.75	3,296.00	39,555.00
67 – 72 Months	774.85	3,371.00	40,447.00
HOLD			

ADMINISTRATIVE NOTES:

1. The Pay Guide applies only to those employees who are in training for a qualified Engineering, Traffic or Sales positions under specifications as laid down by the Department.
2. Pay progression according to the intervals specified shall be on the basis of satisfactory performance as determined by the department.
3. The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.

COMPUTER SCIENCE CO-OP STUDENT SCHEDULE

Effective: April 11, 1996

WORK TERM LEVELS

2

Weekly	\$455.80	474.80	494.50	517.15	537.90	559.40
Monthly	1,983.00	2,065.00	2,151.00	2,250.00	2,340.00	2,433.00
Annually	23,793.00	24,785.00	25,813.00	26,995.00	28,078.00	29,201.00

ADMINISTRATIVE NOTES:

1. Starting rates are subject to review by the Company each year. Progression rates may be adjusted to remain consistent with any revisions to starting rates.
2. The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.

APPENDIX "B"
PAY GUIDE — GRADUATE TRAINING PROGRAM
SUMMER EMPLOYMENT

Effective: April 11, 1996

University Years Completed After Sr. Matriculation		0	1	2
1	Weekly	\$ 386.50		
	Monthly	1,681.00		
	Annually	20,175.00		
2	Weekly	\$ 409.70	\$ 430.20	
	Monthly	1,782.00	1,871.00	
	Annually	21,386.00	22,456.00	
3	Weekly	\$ 450.65	\$ 473.25	\$ 496.90
	Monthly	1,960.00	2,059.00	2,161.50
	Annually	23,524.00	24,704.00	25,938.00

It is desirable that positions requiring University Graduates be filled with individuals having previous experience with the Company. For this reason, a wage scale has been established to apply to Undergraduates being trained as potential candidates for employment upon graduation.

The following pay guide applies to Undergraduates of Universities which grant degrees on completion of three or more years after senior matriculation.

These rates apply only to employment in the years indicated prior to graduation and are authorized for those students who are potential candidates for regular employment on graduation. Normal job rates apply to other students engaged for temporary summer work. Students engaged on a job rate basis are not considered as part of the Graduate Training program.

APPENDIX "B"
SALARY SCHEDULE
HIRING RATES— UNIVERSITY GRADUATES

Effective: April 11, 1996

	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
Engineer I (B.Sc. E.E. or C.E)	1 – 6 Months	Starting rates to be established by the Human Resources Department			
	7 – 12 Months	\$611.00	\$2,658.00	\$31,894.00	
Architect (B. Arch.)	13 – 18 Months	639.75	2,783.00	33,395.00	
	19 – 24 Months	711.55	3,095.00	37,143.00	Min. 302
	25 – 30 Months	748.50	3,256.00	39,072.00	Min. 303
	31 Months	793.45	3,452.00	41,418.00	Min. 304
	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
University Graduate Computer Science	1 – 6 Months	Starting rates to be established by the Human Resources Department			
	7 – 12 Months	\$601.30	\$2,616.00	\$31,388.00	
	13 – 18 Months	626.70	2,726.00	32,714.00	
	19 – 24 Months	652.15	2,837.00	34,042.00	
	25 Months	711.55	3,095.00	37,143.00	Min. 302
	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
M.B.A.	1 – 6 Months	Starting rates to be established by the Human Resources Department			
	7 – 12 Months	\$611.00	\$2,658.00	\$31,894.00	
	13 – 18 Months	639.75	2,783.00	33,395.00	
	19 – 24 Months	711.55	3,095.00	37,143.00	Min. 302
	25 – 30 Months	748.50	3,256.00	39,072.00	Min. 303
	31 Months	793.50	3,452.00	41,418.00	Min. 304

ADMINISTRATIVE NOTES:

1. Salaries are for University graduates hired for rated management positions. When the employee reaches the minimum of the job rate for the position hired in he/she shall then receive annual salary adjustments in the associated salary schedule.
2. The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.
3. Salary progression shall be on the basis of satisfactory job performance as determined by the department concerned.
4. Employees in progression on the above scale cannot apply for the position they are progressing towards. However, the employee is eligible to apply for other unrelated management positions.
5. The time frames to achieve the minimum rate shall not change over the term of this Collective Agreement. However, starting rates are subject to review by the Company in January, 1997. Progression rates may be adjusted to remain constant with any revisions to starting rates.

APPENDIX "B"
SALARY SCHEDULE
HIRING RATES — UNIVERSITY GRADUATES
Effective: April 11, 1996

	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
Bach. Science	1 – 6 Months	Starting rates to be established by the			
Bach. Arts		Human Resources Department			
(3 years)	7 – 12 Months	\$554.50	\$2,412.00	\$28,945.00	
Bach. Commerce	13 – 18 Months	581.30	2,529.00	30,344.00	
	19 – 24 Months	611.00	2,658.00	31,894.00	
	25 – 30 Months	639.75	2,783.00	33,395.00	
	31 – 36 Months	711.55	3,095.00	37,143.00	Min. 302
	37 – 42 Months	748.50	3,256.00	39,072.00	Min. 303
	43 Months	793.45	3,452.00	41,418.00	Min. 304

ADMINISTRATIVE NOTES:

- Salaries are for University graduates hired for rated management positions. When the employee reaches the minimum of the job rate for the position hired in he/she shall then receive annual salary adjustments in the associated salary schedule.
- The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.
- Salary progression shall be on the basis of satisfactory job performance as determined by the department concerned.
- Employees in progression on the above scale cannot apply for the position they are progressing towards. However, the employee is eligible to apply for other unrelated management positions.
- The time frames to achieve the minimum rate shall not change over the term of this Collective Agreement. However, starting rates are subject to review by the Company in January, 1997. Progression rates may be adjusted to remain constant with any revisions to starting rates.

APPENDIX "B"
SALARY SCHEDULE
HIRING RATES — COMMUNITY COLLEGE
Effective: April 11, 1996

	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
Tehnologist	1 – 6 Months	Starting rates to be established by the Human Resources Department			
	7 – 12 Months	\$529.95	\$2,305.00	\$27,663.00	
	13 – 18 Months	554.30	2,411.00	28,934.00	
	19 – 24 Months	581.60	2,530.00	30,360.00	
	25 – 30 Months	609.85	2,653.00	31,834.00	
	31 – 36 Months	637.90	2,775.00	33,298.00	
	37 – 42 Months	711.55	3,095.00	37,143.00	Min. 302
	43 – 48 Months	748.50	3,256.00	39,072.00	Min. 303
49 Months	793.45	3,452.00	41,418.00	Min. 304	

ADMINISTRATIVE NOTES:

1. Salaries are for Community College graduates hired for rated management positions. When the employee reaches the minimum of the job rate for the position hired in he/she shall then receive annual salary adjustments in the associated salary schedule.
2. The above salary is intended to cover Civil, Electrical Technology Graduates from an Institute of Technology, or other institutes graduating persons with equivalent qualifications.
3. The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.
4. Salary progression shall be on the basis of satisfactory job performance as determined by the department concerned.
5. Employees in progression on the above scale cannot apply for the position they are progressing towards. However, the employee is eligible to apply for other unrelated management positions.
6. The time frames to achieve the minimum rate shall not change over the term of this Collective Agreement. However, starting rates are subject to review by the Company in January, 1997. Progression rates may be adjusted to remain constant with any revisions to starting rates.

APPENDIX "B"

MANAGEMENT SALARY SCHEDULE COMMUNITY COLLEGE GRADUATES

Effective: April 11, 1996

	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
Community College Graduates	1 – 6 Months	Starting rates to be established by the Human Resources Department			
Business Admin.	7 – 12 Months	\$527.70	\$2,296.00	\$27,546.00	
Computer Analyst	13 – 18 Months	554.55	2,412.00	28,948.00	
Programmer	19 – 24 Months	575.85	2,505.00	30,059.00	
	25 – 30 Months	601.30	2,616.00	31,388.00	
	31 – 36 Months	627.35	2,729.00	32,748.00	
	37 – 42 Months	652.15	2,837.00	34,042.00	
	43 Months	711.55	3,095.00	37,143.00	Min. 302

ADMINISTRATIVE NOTES:

1. Salaries are for Community College graduates hired for rated management positions. When the employee reaches the minimum of the job rate for the position hired in he/she shall then receive annual salary adjustments in the associated salary schedule.
2. The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.
3. Salary progression shall be on the basis of satisfactory job performance as determined by the department concerned.
4. Employees in progression on the above scale cannot apply for the position they are progressing towards. However, the employee is eligible to apply for other unrelated management positions.
5. The time frames to achieve the minimum rate shall not change over the term of this Collective Agreement. However, starting rates are subject to review by the Company in January, 1997. Progression rates may be adjusted to *remain* constant with any revisions to starting rates.

APPENDIX "B"
MANAGEMENT SALARY SCHEDULE

Effective: January 4, 1997

Salary Group		Annual Steps					
301	Weekly	\$ 690.40	\$ 723.20	\$ 756.05	\$ 788.90	\$ 821.85	\$ 854.70
	Monthly	3003.00	3146.00	3289.00	3432.00	3,575.00	3,718.00
	Annually	36,039.00	37,751.00	39,466.00	41,181.00	42,901.00	44,615.00
302	Weekly	\$ 722.20	\$ 756.60	\$ 791.00	\$ 825.40	\$ 859.70	\$ 894.15
	Monthly	3,142.00	3,291.00	3,441.00	3,591.00	3,740.00	3,890.00
	Annually	37,699.00	39,495.00	41,290.00	43,086.00	44,876.00	46,675.00
303	Weekly	\$ 759.70	\$ 795.75	\$ 832.00	\$ 868.20	\$ 904.30	\$ 940.55
	Monthly	3,305.00	3,462.00	3,619.00	3,777.00	3,934.00	4,091.00
	Annually	39,656.00	41,538.00	43,430.00	45,320.00	47,204.00	49,097.00
304	Weekly	\$ 805.35	\$ 843.65	\$ 882.15	\$ 920.35	\$ 958.70	\$ 997.10
	Monthly	3,503.00	3,670.00	3,837.00	4,004.00	4,170.00	4,337.00
	Annually	42,039.00	44,039.00	46,048.00	48,042.00	50,044.00	52,049.00
305	Weekly	\$ 859.60	\$ 900.50	\$ 941.55	\$ 982.45	\$ 1023.25	\$ 1,064.30
	Monthly	3,739.00	3,917.00	4,096.00	4,274.00	4,451.00	4,630.00
	Annually	44,871.00	47,006.00	49,149.00	51,284.00	53,414.00	55,556.00
306	Weekly	\$ 923.75	\$ 967.75	\$ 1,011.70	\$ 1,055.75	\$ 1,100.00	\$ 1,143.85
	Monthly	4,018.00	4,210.00	4,401.00	4,593.00	4,785.00	4,976.00
	Annually	48,220.00	50,517.00	52,811.00	55,110.00	57,420.00	59,709.00
307	Weekly	\$ 998.70	\$ 1,046.30	\$ 1,093.95	\$ 1,141.40	\$ 1,188.95	\$ 1,236.60
	Monthly	4,344.00	4,551.00	4,759.00	4,965.00	5,172.00	5,379.00
	Annually	52,132.00	54,617.00	57,104.00	59,581.00	62,063.00	64,551.00
308	Weekly	\$ 1,091.90	\$ 1,143.80	\$ 1,195.80	\$ 1,247.75	\$ 1,299.75	\$ 1,351.30
	Monthly	4,750.00	4,976.00	5,202.00	5,428.00	5,654.00	5,880.00
	Annually	56,997.00	59,706.00	62,421.00	65,133.00	67,847.00	70,564.00

ACTING RATE FOR MAXIMUM OF GROUP

		Annual Steps				
Salary Group				Salary Group		
+ 4 2/a	301	Weekly	\$ 888.90	305	Weekly	\$ 1,106.85
		Monthly	3,867.00		Monthly	4,815.00
		Annually	46,401.00		Annually	57,778.00
	302	Weekly	\$ 929.90	306	Weekly	\$ 1,189.60
		Monthly	4,045.00		Monthly	5,175.00
		Annually	48,541.00		Annually	62,097.00
	303	Weekly	\$ 978.15	307	Weekly	\$ 1,286.05
		Monthly	4,255.00		Monthly	5,594.00
		Annually	51,059.00		Annually	67,132.00
	304	Weekly	\$ 1,037.00	308	Weekly	\$ 1,405.85
		Monthly	4,511.00		Monthly	6,115.00
		Annually	54,131.00		Annually	73,385.00

APPENDIX "B"
SALARY SCHEDULE
TRAFFIC, ENGINEERING, SALES, TECHNICIAN PAY GUIDE

Effective: January 4, 1997

<u>Time Interval</u>	<u>Weekly Rate</u>	<u>Monthly Rate</u>	<u>Annual Rate</u>
1 – 6 Months	\$458.90	\$1,996.00	\$23,955.00
7 – 12 Months	487.20	2,119.00	25,432.00
13 – 18 Months	515.10	2,241.00	26,888.00
19 – 24 Months	545.90	2,375.00	28,496.00
25 – 30 Months	576.75	2,509.00	30,106.00
31 – 36 Months	608.10	2,645.00	31,743.00
37 – 42 Months	640.80	2,788.00	33,450.00
43 – 48 Months	673.20	2,928.00	35,141.00
49 – 54 Months	705.60	3,069.00	36,832.00
55 – 60 Months	739.95	3,219.00	38,625.00
61 – 66 Months	769.10	3,346.00	40,147.00
67 – 72 Months	786.45	3,421.00	41,053.00

HOLD

ADMINISTRATIVE NOTES:

1. The Pay Guide applies only to those employees who are in training for a qualified Engineering, Traffic or Sales positions under specifications as laid down by the Department.
2. Pay progression according to the intervals specified shall be on the basis of satisfactory performance as determined by the department.
3. The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.

COMPUTER SCIENCE CO-OP STUDENT SCHEDULE

Effective: January 4, 1997

WORK TERM LEVELS

	1	2	3	4	5	6
Weekly	\$462.65	481.90	501.90	524.90	545.95	567.80
Monthly	2,013.00	2,096.00	2,183.00	2,283.00	2,375.00	2,470.00
Annually	24,150.00	25,155.00	26,199.00	27,400.00	28,499.00	29,639.00

ADMINISTRATIVE NOTES:

1. Starting rates are subject to review by the Company each year. Progression rates may be adjusted to remain consistent with any revisions to starting rates.
2. The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.

APPENDIX "8"
PAY GUIDE — GRADUATE TRAINING PROGRAM
SUMMER EMPLOYMENT

Effective: January 4, 1997

University Years Completed After Sr. Matriculation		0	1	2
1	Weekly	\$ 392.30		
	Monthly	1,707.00		
	Annually	20,478.00		
2	Weekly	\$ 415.85	\$ 436.65	
	Monthly	1,809.00	1,899.00	
	Annually	21,707.00	22,793.00	
3	-Weekly	\$ 457.40	\$ 480.35	\$ 504.35
	Monthly	1,990.00	2,090.00	2,194.00
	Annually	23,876.00	25,074.00	26,327.00

It is desirable that positions requiring University Graduates be filled with individuals having previous experience with the Company. For this reason, a wage scale has been established to apply to Undergraduates being trained as potential candidates for employment upon graduation.

The following pay guide applies to Undergraduates of Universities which grant degrees on completion of three or more years after senior matriculation.

These rates apply only to employment in the years indicated prior to graduation and are authorized for *those* students who are potential candidates for regular employment on graduation. Normal job rates apply to other students engaged for temporary summer work. Students engaged on a job rate basis are not considered as part of the Graduate Training program.

APPENDIX "B"
SALARY SCHEDULE
HIRING RATES — UNIVERSITY GRADUATES

Effective: January 4, 1997

	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
Engineer I (B.Sc. E.E. or C.E) , Architect (B. Arch.)	1 – 6 Months	Starting rates to be established by the Human Resources Department			
	7 – 12 Months	\$620.15	\$2,698.00	\$32,372.00	
	13 – 18 Months	649.35	2,825.00	33,896.00	
	19 – 24 Months	722.20	3,142.00	37,699.00	Min. 302
	25 – 30 Months	759.70	3,305.00	39,656.00	Min. 303
	31 Months	805.35	3,503.00	42,039.00	Min. 304
	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
University Graduate Computer Science	1 – 6 Months	Starting rates to be established by the Human Resources Department			
	7 – 12 Months	\$610.30	\$2,655.00	\$31,858.00	
	13 – 18 Months	636.10	2,767.00	33,204.00	
	19 – 24 Months	661.90	2,879.00	34,551.00	
	25 Months	722.20	3,142.00	37,699.00	Min. 302
	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
M.B.A.	1 – 6 Months	Starting rates to be established by the Human Resources Department			
	7 – 12 Months	\$620.15	\$2,698.00	\$32,372.00	
	13 – 18 Months	649.35	2,825.00	33,896.00	
	19 – 24 Months	722.20	3,142.00	37,699.00	Min. 302
	25 – 30 Months	759.70	3,305.00	39,656.00	Min. 303
	31 Months	805.35	3,503.00	42,039.00	Min. 304

ADMINISTRATIVE NOTES:

1. Salaries are for University graduates hired for rated management positions. When the employee reaches the minimum of the job rate for the position hired in he/she shall then receive annual salary adjustments in the associated salary schedule.
2. The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.
3. Salary progression shall be on the basis of satisfactory job performance as determined by the department concerned.
4. Employees in progression on the above scale cannot apply for the position they are progressing towards. However, the employee is eligible to apply for other unrelated management positions.
5. The time frames to achieve the minimum rate shall not change over the term of this Collective Agreement. However, starting rates are subject to review by the Company in January, 1997. Progression rates may be adjusted to remain constant with any revisions to starting rates.

APPENDIX "B"
SALARY SCHEDULE
HIRING RATES — UNIVERSITY GRADUATES
Effective: January 4, 1997

	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
Bach. Science Bach. Arts (3 years) Bach. Commerce	1 – 6 Months	Starting rates to be established by the Human Resources Department			
	7 – 12 Months	\$562.80	\$2,448.00	\$29,378.00	
	13 – 18 Months	590.00	2,567.00	30,798.00	
	19 – 24 Months	620.15	2,698.00	32,372.00	
	25 – 30 Months	649.35	2,825.00	33,896.00	
	31 – 36 Months	722.20	3,142.00	37,699.00	Min. 302
	37 – 42 Months	759.70	3,305.00	39,656.00	Min. 303
	43 Months	805.35	3,503.00	42,039.00	Min. 304

ADMINISTRATIVE NOTES:

1. Salaries are for University graduates hired *for* rated management positions. When the employee reaches the minimum **of the** job rate for the position hired in **he/she** shall then receive annual salary adjustments in the associated salary schedule.
2. The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.
3. Salary progression shall be on the basis **of** satisfactory job performance as determined by the department concerned.
4. Employees in progression on the above scale cannot apply *for* the position they are progressing towards. However, the employee is eligible to apply for other unrelated management positions.
5. The time frames to achieve the minimum rate shall not change over the term of this Collective Agreement. However, starting rates are **subject** to review by the Company in January, 1997. Progression rates may be adjusted to remain **constant** with any revisions to starting rates.

APPENDIX "B"

SALARY SCHEDULE

HIRING RATES — COMMUNITY COLLEGE

Effective: **January 4, 1997**

	<u>Time Interval</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Annually</u>	
Tehnologist	1 – 6 Months	Starting rates to be established by the Human Resources Department			
	7 – 12 Months	\$537.90	\$2,340.00	\$28,078.00	
	13 – 18 Months	562.60	2,447.00	29,368.00	
	19 – 24 Months	590.30	2,568.00	30,814.00	
	25 – 30 Months	619.00	2,693.00	32,312.00	
	31 – 36 Months	647.45	2,816.00	33,797.00	
	37 – 42 Months	722.20	3,142.00	37,699.00	Min. 302
	43 – 48 Months	759.70	3,305.00	39,656.00	Min. 303
49 Months	805.35	3,503.00	42,039.00	Min. 304	

ADMINISTRATIVE NOTES:

- Salaries are for Community College graduates hired for rated management positions. When the employee reaches the minimum of the **job** rate for the position hired in he/she shall then receive annual salary adjustments in the associated salary schedule.
- The above salary is intended to cover Civil, Electrical Technology Graduates from an Institute of Technology, or other institutes graduating persons with equivalent qualifications.
- The Company reserves the right to hire an employee at a rate higher than the stated hiring rate.
- Salary progression shall be on the basis of satisfactory **job** performance as determined by the department concerned.
- Employees in progression on the above scale cannot apply for the position they are progressing towards. However, the employee is eligible to apply for other unrelated management positions.
- The time frames to achieve the minimum rate shall not change over the term of this Collective Agreement. However, starting rates are subject to review by the Company in January, 1997. Progression rates may be adjusted to remain constant with any revisions to starting rates.

**MANITOBA TELEPHONE SYSTEM
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**FROM THE DESK OF:
 DON ROONEY
 SENIOR LABOUR RELATIONS SPECIALIST
 TELEPHONE NUMBER: (204) 941-7567**

Date: 02.05.96

To: Bruce Aldridge.

Fax Number. 1-819-953-9582

Subject _____

Number of Pages (including this page): 1.

No disclosure

D. Rooney

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COLLECTIVE AGREEMENT REACHED WITH TEAM

Highlights of the Collective Agreement

Between

The Telecommunications Employees Association of Manitoba (TEAM)

and

The Manitoba Telephone System,

MTS NetCom Inc.,
MTS Mobility Inc., and

MTS Advanced Inc.] — Provincial

Federax

On April 11, 1996, TEAM ratified the tentative Agreement reached between the parties on March 14, 1996. Highlights of the Agreement are as follows:

Collective Bargaining Structure

The existing Collective Agreement between The Manitoba Telephone System and The Telecommunications Employees Association of Manitoba shall be split into four (4) separate Collective Agreements as outlined below

- (1) Collective Agreement between The Manitoba Telephone System and The Telecommunications Employees Association of Manitoba. *(20 BU Employees)*
- (2) Collective Agreement between MTS Mobility Inc., and The Telecommunications Employees Association of Manitoba. *(40 BU Employees)*
- (3) Collective Agreement between MTS Advanced Inc., and The Telecommunications Employees Association of Manitoba. *(48 BU Employees)*
- (4) Collective Agreement between MTS NetCom Inc., (carrying on business under the divisions of MTS Net and MTS Com) and The Telecommunications Employees Association of Manitoba. *(634 BU Employees)*

On a going forward basis, each of the above Collective Agreements will be separately administered, separately bargained and separately ratified in the future.

Duration of Agreements

- (1) MTS NetCom Inc.....18 months.
Date of Expiry - October 11, 1997.
- (2) MTS HoldCo.....24 months.
Date of Expiry - April 11, 1998.
- (3) MTS Mobility Inc.....24 months.
Date of Expiry - April 11, 1998.
- (4) MTS Advanced Inc.....24 months.
Date of Expiry - April 11, 1998.

11 April 11/96

Highlights of the TEAM Collective Agreements

Article 7

Postings, Promotions, Lateral Transfers and Demotions

- With the establishment of four (4) separate Collective Agreements, Article 7 of each Collective Agreement applies individually to each Company. Employees from one MTS Company who apply to a vacancy in another MTS Company will be considered as external candidates.
- Where an employee resigns from the employment of one of the MTS Group of Companies to accept a new position within another MTS Company, his/her Net Credited Service will be recognized by the new Company.

Article 10

Maternity, Paternity and Parental Leave

- Article to be revised to reflect Federal jurisdiction for The MTS, MTS NetCom Inc., and MTS Mobility Inc. MTS Advanced Inc. to remain status quo reflecting Provincial jurisdiction.

Article 12

Sick Leave Benefits

- Article to be revised to confirm that employees do not accrue sick leave benefits while on sick leave.

Article 15

Paydays

- Direct Payroll Deposit to be mandatory for all Management employees effective May 24, 1996.

Article 16

Schedule of Wages

- Effective May 1, 1996, each active Regular employee on the payroll, including those on Maternity or Parental Leave, shall receive a one-time lump sum payment of five hundred dollars (\$500.00). This lump sum payment is subject to required statutory deductions, and is to be pro-rated for Regular Part-Time employees. The lump sum payment shall not be folded into Appendix B "Management Salary Schedules".
- Effective January 4, 1997, Appendix B "Management Salary Schedules" shall be increased by one and one-half percent (1.5%).
- The parties agreed that there shall be no roll back of wage during the life of the Collective Agreement unless otherwise agreed.

Highlights of the TEAM Collective Agreements

Article 18

Hours of Work

- Effective January 4, 1997, the ADO Program outlined in Article 18 - Hours of Work will be eliminated. There will be no payment of unused ADOs.
- In consideration of the above, the paid normal working day will be seven (7) hours and thirty (30) minutes.
- The increase of fifteen (15) minutes per day will be compensated as follows:
 - Five (5) Personal Leave Days will be established; and
 - Appendix B "Management Salary Schedule" will be increased on January 4, 1997, by one and one-half percent (1.5%) as outlined under Article 16.

Article 22

System Holidays

- Effective January 1, 1997, the Easter Monday holiday will be substituted with a "Floating Holiday".
- Each Company reserves the right to designate the floating holiday by areas of its business. In this event, the Company shall notify its employees of the designated date by March 1st of each year.
- Alternatively, where the Company does not designate the floating holiday, it shall be arranged by the Company and the employee in accordance with the requirements of service. The Company reserves the right to deny any dates requested by employees.

Article 26

Layoff

- A layoff, notice, recall and severance procedure was added to the Collective Agreement as follows:

Notice

- In the event of layoff, the Company agrees to meet with the Association to discuss said layoffs and to provide notice, fourteen (14) calendar days in advance of affected employees being so notified.
- Affected employees shall receive a minimum of two (2) weeks written notice of layoff or two (2) weeks pay in lieu thereof, or an equivalent combination of notice and pay in lieu of notice equaling two (2) weeks.

Highlights of the TEAM Collective Agreements

Procedure

- In the case of multi-incumbent positions, where there are no differences between incumbents on the basis of skill, performance, qualifications, and headquarters, the junior incumbent, according to Net Credited Service (NCS) date shall be laid off first.

Recall

- Laid off employees shall have the right to be recalled for up to forty-five (45) calendar days, in order of NCS, to the position, salary classification and headquarters, from which they were laid off, providing Regular Full-Time work becomes available during this time.

Severance

- A permanently laid off and therefore terminated employee shall receive severance pay as follows:
 - One week per completed Net Credited year of service for the first five (5) years of employment, and two (2) weeks per completed Net Credited year of service thereafter to a combined total of thirty-five (35) weeks maximum.

New Article

Personal Leave Days

- Effective January 1, 1997, all Regular Full-Time employees will be credited with five (5) Personal Leave Days annually.
- Employees commencing Regular Full-Time employment subsequent to January 1st, and Regular Part-Time employees, will be credited with Personal Leave Days on a pro-rated basis.
- Employees will receive their basic rate of pay for each Personal Leave Day. Personal Leave Days shall be taken in accordance with the requirements of service. The Company reserves the right to deny any dates requested by employees.
- There shall be no carrying over of Personal Leave Days beyond December 31st of each year, nor will there be a cash payment in lieu of unused Personal Leave Days under any circumstances.

Highlights of the TEAM Collective Agreements

Letter of Understanding Banking of Vacation Credits

- General Circular 206.04 shall be amended to reflect that employees between the age of 45 to 50 inclusive, will be allowed to bank up to five (5) days of vacation credits in a vacation year. The current practice regarding employees between the age of 51 to 55 allowed to bank up to ten (10) days vacation credits in a vacation year remains unchanged.
- The maximum combined total of vacation credits an employee can bank remains at fifty (50) days.

Letter of Understanding VTEIP Layoff - Between MTS NetCom Inc. and TEAM

- The parties agreed that during the life of the Collective Agreement between MTS NetCom Inc. and TEAM, where the Company determines that it is necessary to permanently reduce the workforce within the TEAM bargaining unit, prior to permanently laying off employees, the February 1996, Voluntary Termination Incentive Program will be reintroduced for the benefit of employees in targetted areas.

Other Items

- Other Articles amended as a result of negotiations are as follows;
 - Article 1 Recognition and Scope
 - Article 3 Association Dues
 - Article 5 Arbitration
 - Article 17 Corporation Rights
 - Article 19 Shift Employees and Differentials
 - Article 21 Vacations
 - Article 25 Safety

The above represents an overview of the changes as a result of the recent collective bargaining process. Arrangements are currently being made to schedule orientation sessions for each Company to review the key changes to the TEAM Collective Agreement and to address any questions Managers may have. In the interim, should you have any questions, please call Don Rooney at 941-7567, Cheryl Wightman at 941-8428, or Janet Norris at 941-8362.