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**AGREEMENT**

**between**

**MTS Communications Inc.,**

**and**

**International Brotherhood  
of Electrical Workers  
Local 435**

**(Representing Craft Employees)**

**FEBRUARY 1, 1999 - JANUARY 31, 2002**

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This AGREEMENT is made in duplicate this 29th day of April, 1999.

BETWEEN

MTS Communications Inc.,  
(hereinafter referred to as "the Company")

Of the First Part

AND

Local Union 435 of the  
International Brotherhood of Electrical Workers  
(hereinafter referred to as the "the Union")

Of the Second Part

As a result of collective bargaining negotiations by and between MTS Communications Inc. and the Union, this Agreement witnesseth that the parties hereto agree as follows:

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\* Denotes changes to previous Collective Agreement.

## ARTICLE 1 - RECOGNITION AND SCOPE

**1** The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees employed in the Company's operations in the Province of Manitoba covered by the Canada Labour Relations Board Certificate No. 555-3948 working in the classifications listed in the Appendices attached to and forming part of this Agreement. Any new classifications created during the term of this Agreement which fall within the scope of the said Agreement shall be added to the Appendices attached to this Agreement. When changes to the job classifications set out in the Appendices of this Agreement are required, or when the jobs themselves are to be altered, the Company agrees to consult with the Union prior to these changes taking place.

**1.02** The Union agrees that those employees coming under its jurisdiction should abide by all terms of this Agreement.

**1.02.1** The Union and the Company recognize the Canada Labour Code and shall abide by its terms and conditions contained therein.

**1.03** The Company recognizes the right of the Union to appoint Shop Stewards as necessary and recognizes the Steward as an official representative of the Union and the employees in their jurisdiction to the extent outlined in this Agreement.

The Company agrees to provide newly hired employees with a list of Shop Stewards as supplied by the Union. The Company will advise the Union of the name and organization code of all newly hired employees.

**1.04** The Union agrees to notify the Company within thirty (30) days of any changes of personnel that take place in the Union Executive or Shop Steward positions.

**1.05** The Union recognizes the Company's right to refuse to discuss with any person those matters which may be considered Union business, unless the Company has been officially notified of the individual's authority as a Union representative.

**1.06** The Company shall treat all employees covered by this Agreement in a just and reasonable manner, consistent with the terms of this Agreement.

## ARTICLE 2 - DISCRIMINATION

**2.01** In compliance with Part I of the Canada Labour Code, and the applicable Human Rights legislation, the parties hereto agree that there will be no discrimination by the Company or the Union, for or against any employee covered by this Agreement.

**2.02** An employee who considers that he/she has not been dealt with in a just manner, consistent with the terms of this Agreement shall have the right to grieve in accordance with the provisions of Article 4 of this Agreement.

## ARTICLE 3 - DEFINITIONS

**3.01** "Employee" - is any person employed by the Company and covered under the terms of this Agreement.

**3.02** "Regular Employee" - is an employee who has completed the probationary period and whose employment is expected to continue indefinitely although such employment may be terminated at any time by the employee or the Company.

**3.03** "Probationary Employee" - is a newly hired employee who, except as specified below, is engaged for a probationary period not to exceed six (6) months worked, to determine his/her suitability for engagement as a Regular employee.

In the case of a newly hired employee engaged for the position of General Apprentice, the probationary period shall not exceed twelve (12) months worked.

At any time during the probationary period should the Company consider that a probationary employee is not progressing satisfactorily, he/she shall be terminated.

Note: Should any probationary employee covered by this Agreement be found, at any time, to have submitted false information on either his/her Application for Employment or Medical Form, or, if through examination by a qualified physician, he/she is found to be physically incapable of performing his/her job duties, this will be sufficient cause for the Company to terminate his/her employment without recourse.

**3.04** "Term Employee" is an employee:

- (a) Engaged to fill a temporary vacancy in the regular staff; or
- (b) Engaged for seasonal work; or
- (c) Engaged for a specific project or a limited period, with the definite understanding his/her employment is to terminate on completion of the project or at the end of the period. The Company and the Union agree to meet and review the status of Term employees required for such projects as the need arises.

Note 1: Term employment may be terminated at any time due to a reduction of workload or completion of a project.

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: The Company agrees to provide to the Union, on a quarterly basis at the request of the Union, a list of Term employees.

Note 4: Such temporary vacancies or temporary positions shall not exceed one (1) year, unless mutually agreed between the Union and the Company.

3.05 "Full-Time Employee" - is an employee (Regular, Probationary or Term), who is normally scheduled to work the basic weekly hours of work specified in this Agreement.

3.06 "Regular Part-Time Employee" - is an employee who normally works less than the basic hours of work on a predetermined, regular reoccurring basis, 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.

3.07 "Casual Part-Time Employee" - is an employee who is normally required to work less than forty (40) hours in a pay period and whose hours may be unpredictable, irregular and directly affected by daily or weekly service requirements or workload. Hours may be scheduled where practicable and are subject to change, notwithstanding the notice requirements in Articles 6.14 and 6.15.

3.08 "Headquarters Based Employee" - is an employee who has been assigned to a Headquarters to which he/she ordinarily reports to start work each day.

3.09 "Detached Employee" - is an employee who has not been regularly assigned to a Headquarters.

\*3.10 "Reassigned Employee" - is a Headquarters based employee who may occasionally be reassigned to a Headquarters other than the one to which he/she is regularly assigned for periods up to a maximum of five (5) weeks duration. The five (5) week period may be extended by mutual agreement between the employee and the Company.

3.11 "Headquarters" - is the City, Town or Village to which an employee is regularly assigned and to which he/she normally reports to commence work each day.

3.12 "Headquarters Zone" - is the recognized area associated with a Headquarters in which employees based at that Headquarters are required work on a regular basis.

3.13 "General Apprentice" - is an employee who is engaged by the Company with the intention of pursuing the prescribed course of training leading to the status of Technician I. Any part of the apprenticeship may be waived at the discretion of the Company in recognition of previous related experience or training.

An employee who transfers to the position of General Apprentice shall serve a trial period of twelve (12) months. If at any time during this trial period it is found the employee is unable to perform the duties of a General Apprentice or his/her performance proves to be unsatisfactory, the employee shall return to a vacant position for which he/she qualifies in his/her previous job classification at his/her previous rate of pay.

3.14 "Technician I" - is an employee who has completed the necessary period of apprenticeship as prescribed in the Craft Classification Program, or who has been engaged as a Technician I on the basis of previous experience and qualifications.

3.15 "Tour of Duty" - means the basic hours which an employee is scheduled to work on any working day.

#### ARTICLE 4 - GRIEVANCE

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

4.02 Where 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 Company.

4.03 "Working 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 In the event an employee chooses to grieve a discharge, suspension or selection on a Letter of Intent, the grievance must be filed within five (5) working days of the receipt of a notice of the discharge, suspension or selection on a Letter of Intent. Grievances pertaining to such matters shall commence at Step 3 of the grievance procedure.

4.04.1 For grievances pertaining to matters other than those specified in Article 4.04, the grievance must be filed within ten (10) working days from the time the employee became aware of the alleged violation.

4.05 The Union Grievance Committee shall be a standing committee composed of three (3)

members of the Union plus the Union Business Manager. In any case where it is considered necessary to bring in additional assistance, the Committee may be increased by (1) member. *1 d 2 L P*

4.06 An employee, or group of employees, who believes he/she has a grievance involving the meaning, application, or alleged violation of this Agreement shall have the following grievance procedure available.

4.06.1 Step 1 - A grievance shall be discussed with the immediate Manager by the grievor, who may, at the grievor's option, be accompanied by a Shop Steward. If a satisfactory settlement is not obtained through this discussion, the employee shall submit his/her grievance in writing to the immediate Manager, identifying the Article or Articles of the Collective Agreement alleged to have been violated.

4.06.2 Step 2 - Within five (5) working days after receiving the written grievance, the immediate Manager shall render a written decision on the grievance form and shall return all copies to the employee or the Shop Steward who initiated the grievance.

4.06.3 Step 3 - If a satisfactory settlement is not obtained under the previous Step, then the written grievance may be submitted to the MTS Labour Relations Department within five (5) working days of the receipt of the written decision rendered at Step 2. Within five (5) working days of receipt of the grievance, or at a time convenient to both the Union Committee and the Company, a meeting will be convened with the Union Grievance Committee, the Middle Manager of the Department involved, and a representative of the Labour Relations Department to review the grievance. The Company shall render a written decision with respect to the grievance to the Union office within five (5) working days of the said meeting.

4.06.4 Step 4 - If a satisfactory settlement is not obtained under the previous step, then the grievance may be submitted to the Director Industrial Relations within five (5) working days of the receipt of the written decision rendered at Step 3. The Director Industrial Relations or designate shall within five (5) working days of the receipt of the grievance, or at a time convenient to both the Union Committee and the Company, convene a meeting with the Union Grievance Committee, the Senior Manager of the Department involved, and a representative of the Labour Relations Department to further review the grievance. The Director Industrial Relations shall render a written decision with respect to the grievance to the Union Office within seven (7) working days of the said meeting.

4.07 In the event that a grievance is not settled at Step 4 of the grievance procedure, the matter may be referred to Arbitration, by either party serving upon the other within seven (7) working days from the date of the

decision rendered at Step 4 of the grievance procedure, written notice of its desire to submit the grievance to Arbitration.

4.08 Time limits specified in Steps 1 through 4 may be extended at any time by mutual agreement in writing between the Company and the Union.

4.09 The Company shall pay wages for the Union Grievance Committee for time spent during their normally scheduled tours of duty to attend grievance meetings. The Union shall be responsible for all transportation expenses, out-of-town travel time, and all other expenses of Union Grievance Committee members. This shall be applicable to all Steps of the grievance procedure.

4.10 The Shop Steward(s) will be allowed to process grievances on Company time to the extent outlined in this Article.

4.11 Policy Grievance - Any difference arising between the Company and the Union 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 4. The Union or the Company may, by mutual agreement, initiate a policy grievance at Step 3. Whenever a difference arises between the Union and the Company, there shall be no stoppage of work, and the parties shall confer in an effort to settle the differences.

4.12 If the Company has a grievance against the Union, the grievance may be submitted in writing by the Director Industrial Relations to the Union Business Manager. A Step 4 meeting shall be held within ten (10) working days following the receipt of the grievance. The Union shall render a written decision within ten (10) working days of such meeting.

## ARTICLE 5 - ARBITRATION

5.01 A grievance shall not proceed to Arbitration unless there has been compliance with the provisions of Article 4.

5.02 A grievance shall proceed to Arbitration by either party serving upon the other, within seven (7) working days from the date of the decision rendered at Step 4 of the grievance procedure, written notice of its desire to submit the matter to Arbitration.

5.03 Each party shall within seven (7) working days of such notice, 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 thereof, and in reaching its decision it shall be bound by the terms and provisions of this Agreement.

5.05 The Board of Arbitration may, before the hearing, require the representatives 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 the hearing and shall hand down its award within one hundred and twenty (120) days from the appointment of the chairperson, provided, however, that this time limit may be extended with the mutual consent of the Union 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 - HOURS OF WORK

6.01 Except as otherwise provided under this Article, eight (8) hours shall constitute a day's work and forty (40) hours shall normally constitute a week's work.

6.02 The Company shall have the right to establish the arrangement of hours and tours of duty for all employees covered by this Agreement, subject to the provisions of this Article.

6.03 Twenty (20) work days shall constitute two (2) consecutive bi-weekly pay periods.

Employees reserve the right to request two (2) consecutive days of rest after having worked ten (10) consecutive calendar days (excluding overtime).

6.04 Normal working hours for a day time tour of duty shall be from 8:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m., but other tours may be assigned to meet service requirements, excepting that a day time tour of duty shall not be assigned to commence before 6:00 a.m., nor terminate later than 6:00 p.m.

6.05 Daytime tours of duty may be scheduled with a one-half (1/2) hour unpaid lunch period when requested by the Company or the Union and may be

instituted at the discretion of the Company where service requirements permit, but shall not be instituted until discussed between the Company and the Union.

6.06 Normal working hours for an evening tour of duty shall be from 4:00 p.m. to 12 midnight.

6.07 Normal working hours for a night tour of duty shall be from 12 midnight to 8:00 a.m.

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

6.09 Other tours may be assigned by the Company to cover specific work situations. Such other tours shall not be assigned until discussed by the Company and the Union.

6.10 Assignment of tours of duty may include Saturdays and Sundays. Where work schedules and service requirements permit, the day off for working said Saturday or Sunday will be scheduled to be taken adjacent to regular days off.

6.11 An employee assigned a straight eight (8) hour tour of duty shall be allowed a twenty (20) minute paid meal break period within the tour. During the meal break period, the employee shall remain within the general work area and be available for work if required.

6.12 All employees scheduled for multiple tours of duty shall be scheduled as equally as practicable in the tours of duty rotation.

6.13 The Company may assign split tours of duty, but only after having discussed the assignment with the Union. A split tour of duty shall be interpreted as one covering more than nine (9) consecutive hours. For each one (1) hour between work periods on a split tour of duty, one-half (1/2) hours wages shall be paid.

\*6.14 Implementation of a Compressed Work Week in certain work areas or to cover specific work situations shall be arranged between the Company and the employees on a voluntary basis.

A Compressed Work Week shall comprise four (4), ten (10) hour shifts while maintaining the normal work week of forty (40) weeks.

Prior to implementing a Compressed Work Week, the Company agrees to notify the Union.

6.15 Schedules showing the regular assignment of tours of duty for all Full-time employees shall be made to cover a period of twenty-eight (28) or more consecutive calendar days. Such schedules shall be posted at least seven (7) calendar days prior to their commencement.

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6.16 When a tour of duty change is implemented by the Company with less than twenty-four (24) hours notice, overtime rates shall apply.

6.16.1 When a change to an employee's scheduled day(s) of rest is implemented by the Company, overtime rates shall apply for all such days worked on less than seven (7) days notice.

6.16.2 When a tour of duty change is requested by an employee with more than twenty-four (24) hours notice, permission to change shall not be unreasonably withheld if, in the opinion of the Company, a change can be satisfactorily arranged.

When a tour of duty change is requested by an employee with less than twenty-four (24) hours notice, the Company may refuse.

6.17 An employee failing to report for duty or failing to give sufficient notice to permit a change in assignment of a tour of duty without penalty to the Company, may be required to reimburse the Company for any expense caused by such failure, as well as forfeiting normal pay for the assigned tour missed. However, each such case shall be judged on its own merits and extenuating circumstances shall be given full consideration.

6.18 On a change from Standard Time to Daylight Time, or vice versa, employees on assigned tours or relief tours of duty commencing at or during the time when the official change takes place, shall report for duty at the scheduled hour on the new time and shall be paid for the standard tour of duty without regard to the number of hours worked on that tour.

6.19 The Company shall schedule a minimum period of eight (8) hours off between tours of duty. In instances where this does not occur, overtime rates shall apply for that portion of the said period which is worked.

6.20 Employees shall travel to and from work on their own time and shall report for duty, by the scheduled starting time, at the reporting point designated by their Manager. In the case of Headquarters based employees, such reporting point shall ordinarily be within the employee's posted Headquarters. Time spent travelling beyond this reporting point shall be considered as work time and transportation shall be supplied by the Company.

6.21 All time spent loading, unloading, driving or being transported in a Company-owned or hired vehicle shall be considered as work time with the exception of time spent travelling to and from the mid-tour meal. Where the Company considers it necessary to transport employees to a location where meals are available, such time shall be considered work time.

6.22 The nature of the work, weather conditions, service requirements and the health and safety of the employee will be given full consideration by the Manager in deciding whether or not outdoor work should be done. When a decision has been made that outside work cannot be done the Company will, wherever feasible, provide alternate work or training for an employee affected.

6.22.1 Employees held waiting for orders at a designated reporting point for two (2) hours or less shall be paid for two (2) hours; if held for over two (2) hours, they shall be paid for actual time plus one (1) extra hour.

6.22.2 Employees starting work at the usual time in the morning or afternoon who are subsequently forced to break off work due to weather conditions shall be paid for actual time worked plus one (1) hour.

6.22.3 Detached employees whose lodging is being paid at other than their home location and who cannot be assigned work due to inclement weather or other conditions, shall be paid at one-half (1/2) their basic wage rate for up to a maximum of three (3) consecutive scheduled working days. During that three (3) day period, should the Manager determine that outside work would be impractical for an extended period, the employees shall return to their home locations until recalled to work.

## ARTICLE 7 - DIFFERENTIALS

7.01 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.

7.02 Evening and night differentials will be paid to an employee covered by this Agreement for time worked between the hours of 6:00 p.m. and 8:00 a.m. on the following basis:

For all hours worked from:

6:00 p.m. to 12:00 midnight - \$1.00 per hour;  
AND 12:01 midnight to 8:00 a.m. - \$1.00 per hour.

7.02.1 Evening or night differentials shall not be paid if an employee is being paid the Sunday differential for such tour of duty.

7.03 The differentials as shown in Sections 7.01 and 7.02 of this Article are not applicable when an employee is being paid holiday or overtime rates, nor shall such differentials be paid when an employee is working a split tour of duty as specified in Article 6 of this Agreement.

7.04 When an employee works on Christmas Eve (December 24th), and/or New Year's Eve



(December 31st), he/she shall be paid straight time extra for all time worked between the hours of 6:00 p.m. and 12:00 midnight. Said payment will not apply in instances where the employee is being paid overtime rates. Employees receiving the Christmas Eve/New Year's Eve differential will not be eligible for differentials as provided under Section 7.01 and 7.02.

\*7.05 An employee assigned as a Charge Hand shall be paid a differential of one dollar and twenty-five cents (\$1.25) per hour above his/her regular rate of pay. A Charge Hand normally shall mean an employee temporarily in charge of three (3) to eight (8) employees for a period of two (2) or more consecutive working days. Employees whose normal duties include supervision over the work of other employees are expressly excluded from this differential.

\*7.06 Sub-Foreman - An employee in charge of an Exchange who reports to a Foreman in another adjacent Exchange or Centre, or an employee assigned to assist a Foreman in the direction-of work affected by this schedule, shall be paid a differential of one dollar and thirty cents (\$1.30) per hour above his/her Technician rate.

In order to provide employees with the opportunity to develop new skills, the assignment of Sub-Foreman duties within a location will be rotated among interested employees of the location, for a duration not to exceed twelve (12) months. Any extensions to the twelve (12) month duration, must be agreed to by the Company and the Union. To be considered for a Sub-Foreman assignment, interested employees must possess the necessary qualifications.

\*7.06.1 Acting Foreman - In the absence of a Foreman for reason of sickness, vacation etc., when an in-scope replacement is required a Craftsman will be selected to fill, for a limited time, the regular Foreman vacancy and shall be paid a differential of one dollar and forty-five cents (\$1.45) per hour above his/her Technician rate. This time period should not normally exceed three (3) months unless mutually agreed between the Union and the Company. On an Acting Foreman assignment that exceeds three (3) months the differential shall be increased at three (3) months to one dollar and sixty-five cents (\$1.65) per hour above his/her Technician rate.

Acting Foreman time will not be cumulative.

7.06.2 Training Associate - An employee may be assigned to the Training Centre as an Instructor, for a non-supervisory assignment for a period of up to three (3) years. The period may be extended with written approval from the Union. A Training Associate shall be paid a differential of one dollar and twenty cents (\$1.20) per hour above his/her Technician rate for the first year and a differential of one dollar and forty cents (\$1.40) per hour thereafter.

7.06.3 Staff Associate - An employee covered by this Agreement, may be temporarily assigned for a non-supervisory assignment for a period of up to three (3) years. This period may be extended with written approval from the Union. A Staff Associate shall be paid a differential of one dollar and five cents (\$1.05) per hour above his/her Technician rate.

Note: All Associate vacancies will be filled through The Letter of Intent process.

7.07 For that time worked on a bridge, tower, radio or microwave structure, or a fixture outside the perimeter of a building, at an elevation of eighty-five (85) feet or more above the point at which said structure is affixed, an employee shall be paid at double his/her regular hourly rate of pay. A minimum of two (2) hours paid at double time shall apply.

7.08 When an employee in Wage Schedule II, Appendix B of this Agreement is engaged in buffing duties for two (2) or more consecutive hours, he/she shall be paid a differential of eighty cents (80¢) per hour while so engaged.

## ARTICLE 8 - OVERTIME

8.01 An employee covered by this Collective Agreement is subject to being called out or required to work on a continuing basis only for emergency work at any time. Emergency work shall be defined as that which is due to disruption or threat of disruption to existing services, the provision of new services necessary for the health or safety of the public, National, Provincial or Municipal emergencies.

8.02. Planned and/or non-emergency continuing overtime, except as specified above, shall be on a voluntary basis.

802.1 Due consideration shall be given to the equal distribution of overtime relative to the abilities of the available personnel.

8.02.2 Extenuating circumstances shall be given consideration in relieving an employee of his/her duty when required to work overtime.

### Call-Out Overtime

8.03 (a) A call-out for immediate reporting to the job will be paid for at the applicable overtime rate from the time the employee is called and shall continue after completion of the job for such period as reasonably necessary to travel home.

(b) A call-out for other than immediate reporting shall be paid from the time the employee arrives on the job to the time of leaving the job.

8.03.1 Continuing Overtime - shall be defined as work performed either immediately preceding or continuing after a normal scheduled tour of duty, or both.

8.03.2 Planned Overtime - shall be defined as overtime for which the employee has been given at least 24 hours notice in advance.

8.04 An employee who is requested to work continuing overtime shall be paid for time worked outside the normal scheduled tour of duty reported to the nearest quarter hour at applicable overtime rates.

8.05 Payment for all overtime will be on the basis of double time.

A minimum of two (2) hours shall be paid for call out overtime.

#### 8.06 Rest Periods

The provisions of this clause shall not apply in the case of a call-out overtime work period of less than eight (8) hours duration, nor shall it apply when an employee is required to work call-out overtime on days off, unless the overtime work period is continuous with his/ her regularly scheduled tour of duty.

An employee who is required to work overtime for a continuous period of eight (8) hours or more shall be granted a rest period of four (4) consecutive hours with no loss in his/her basic rate of pay in accordance with the following conditions:

- (a) When the four (4) hour rest period extends into an employee's regularly scheduled tour of duty, the employee shall then be required to report for duty at the end of the rest period for the duration of the scheduled tour.
- (b) When, due to the demands of service, an employee is required to work the complete rest period or any portion thereof which extends into a regularly scheduled tour of duty, said employee shall be paid at two (2) times his/her basic hourly rate for the hours so worked in lieu of the rest period.

8.07 An employee who is required to work overtime in excess of two (2) hours continuing after his/her regular tour of duty, shall be allowed a meal period not to exceed twenty (20) minutes which shall be counted as time worked.

#### 8.08 Banked Overtime Provisions

An employee working overtime for which he/she is entitled to payment at the rate of double 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 equivalent number of hours as time off; or
- (c) The option of receiving double time off.

8.08.1 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 to the Report Centre.

8.08.2 The maximum amount of time an employee may bank and maintain will be equivalent to eighty (80) hours (straight time).

8.08.3 Banked overtime 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 on twenty-four (24) hours notice due to unforeseen circumstances.

8.08.4 Upon adequate notice, 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 eight (8) hours or for 100% of all banked overtime credits.

8.08.5 An employee must receive payment in full for all outstanding banked overtime prior to the 30th day of April. No carry over will be allowed.

8.08.6 Payout shall be based on the employee's regular rate of pay at the time of payout.

8.08.7 The scheduling of annual vacations shall take precedence over banked overtime leave.

8.08.8 Banked overtime provisions will not apply to a Company statutory holiday which is included as part of an employee's regular schedule.

8.08.9 Company service requirements will take precedence over seniority when considering requests for banked overtime leave.

## ARTICLE 9 - HOLIDAYS

9.01 The following shall be recognized as Company holidays:

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

The Floating Holiday shall be arranged between 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 holidays 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.

9.02 When any of the above holidays fall on a Saturday or a Sunday, the following working day shall be observed as the holiday.

9.03 A holiday falling on a day between Monday and Friday 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.

9.03.1 When a Company holiday is observed on a day which is included in the weekly schedule of an employee, the employee may be granted the day off with pay. Such employee if absent without authorization from his/her scheduled tour of duty on the day preceding or the day following the holiday shall not be entitled to pay for the holiday.

9.04 An employee whose weekly schedule includes a Company holiday, and who has been assigned to work on said holiday, shall be paid in addition to his/ her regular pay, double time for all hours worked.

9.04.1 Company work schedules shall minimize, as far as is practicable, the need for employees to work on Company holidays.

9.05 Regular Part-time and Casual Part-time employees will receive normal pay for all Company holidays if they have worked one hundred and twenty (120) hours in the thirty (30) days immediately preceding the holiday. If less than one hundred and twenty (120) hours are worked, payment will be on a pro-rated basis.

## ARTICLE 10 - ANNUAL VACATIONS

10.01 Annual vacation credits shall be determined by the Net Credited Service of the employee as of April 30th of each year.

10.01.1 A vacation year shall be the twelve (12) months between May 1st of any calendar year and April 30th of the following year.

10.01.2 A vacation week shall consist of seven (7) consecutive calendar days.

10.01.3 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 shall 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.

10.01.4 When a Company holiday is observed within an employee's annual vacation, he/she shall be granted one additional day of vacation or one day's pay in lieu, thereof, at the discretion of the employee's Department. The additional day must be taken as mutually arranged with the employee's Department.

10.02 An employee with less than one (1) year of Net Credited Service as of April 30th shall 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 1/2) or more days worked in a week will constitute a completed week of service for vacation credits. When computing such vacation credits, fractions of less than one-half (1/2) shall be dropped and fractions of one-half (1/2) or more shall be considered a full day.

10.02.1 An employee who has completed one (1) year of Net Credited Service as of April 30th shall be allowed three (3) weeks vacation with pay in the following vacation year and each year thereafter.

10.02.2 An employee shall, in the vacation year in which his/her sixth (6th) net credited service anniversary date falls and in each succeeding vacation year, be allowed four (4) weeks vacation with pay.

10.02.3 An employee shall, in the vacation year in which his/her fourteenth (14th) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed five (5) weeks vacation with pay.

10.02.4 An employee shall, in the vacation year in which his/her twenty-first (21st) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed six (6) weeks vacation with pay.

10.02.5 An employee shall, in the vacation year in which his/her thirty-fourth (34th) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed seven (7) weeks vacation with pay.

10.02.6 Vacation of three (3) weeks or more may be taken consecutively only when taken between November 1st and April 30th, or as arranged by the employee's Department.

**\*10.02.7** An employee receiving Remoteness Allowance within a location having no access by road, shall be allowed seven (7) days vacation credits in addition to his/her regular vacation credits. These credits need not necessarily be taken adjacent to regular vacation credits.

However, should the employee not leave the Remoteness Allowance area, or terminate employment, the additional week credit shall not apply.

\*10.02.8 An employee receiving Remoteness Allowance within a location having access by road, shall be allowed two (2) additional vacation credits, not necessarily taken adjacent to regular vacation credits. Employees headquartered in Gillam, Lynn Lake and Leaf Rapids shall be entitled to two (2) additional vacation credits, for a total of four (4). The credits will only be allowed if the employee qualifies for at least five (5) regular vacation credits 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.

10.03 Vacations will be arranged in accordance with the requirements of service. Owing to the nature of the Company's business, there are times when it is impossible to grant vacations to some classes of employees. It follows, therefore, that in the scheduling referred to in this Article, the Company reserves the right to deny any dates requested by employees concerned.

10.03.1 As soon as possible in the calendar year but prior to May 1st, vacations, including three (3), four (4), five (5), six (6) or seven (7) weeks where applicable, shall be scheduled by work groups giving due consideration to the length of service of employees and employees' preference insofar as the exigencies of the service will permit. In any case of dispute, the employee's Middle Manager shall make the final decision.

10.03.2 Vacations shall not normally be accumulated nor taken consecutively. Each year's vacation must be taken before April 30th of that vacation year. Vacations of one (1) week or over shall normally commence on a Monday and other than the third (3rd), fourth (4th), fifth (5th), sixth (6th) and seventh (7th) week when applicable, shall be taken in one unbroken period, unless by special arrangement with the employee's Department. It is understood that an employee may be required to work a Saturday and Sunday weekend immediately prior to going on vacation, but such a Sunday tour shall not extend into the Monday following.

Vacations on a consecutive basis will only be allowed if Company work schedules permit and if the vacation does not interfere with the vacation of any other employee.

10.04 An employee who resigns, is laid off or dismissed shall 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.

10.04.1 An employee who is to be superannuated (either voluntary or disability) shall be allowed

to take vacation that he/she earned but has not received, including a proportionate period for service in the current year, prior to the effective date of superannuation or retirement, or such employee may have the option of working until the effective date of retirement and receiving pay in lieu of such earned vacation.

Other than those employees who retire for health reasons (disability retirement) at least two (2) weeks of their notice of intent to retire must be worked.

10.05 In the event there is a bereavement during the term of his/her vacation, an employee shall, upon request, and proper notification to the employer, be considered to be on Bereavement Leave. Any vacation lost through bereavement can be taken at a time mutually agreed to by the employee and his/her supervisor.

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### ARTICLE 11 - SICK LEAVE BENEFITS \*

11.01 An employee who has been absent on account of sickness and/or disability, 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 her/his Net Credited Service. Upon request by her/his Department, an employee shall provide Form 1109 (Physician's Certificate of Disability for Duty) completed by his/her physician.

Completed Physician's Certificate of Disability for Duty (Form 1109) shall be returned by the employee to:

Occupational Health Department  
MTS Communications Inc.  
P.O. Box 6666, Room B101A  
1st Floor - 489 Empress Street  
Winnipeg, Manitoba R3C 3V6

11.02 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 his/her Net Credited Service shown in the left hand column, after first deducting any previous days for which he/she has, since his/her Net Credited Service date, received sick leave benefits from the Company:

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

Note: The "Accumulation" will be on the first day of the period for which the sick credits are 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 will be paid. The Sick Leave Vesting Plan benefits, as administered by the Joint Benefits Committee, are contained and described in General Circular **206.04**.

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

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

Every year thereafter, on the anniversary of his/her 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 exceed the maximum of one hundred and seventy-six (176) days as provided above.

11.04 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.

11.05 An employee shall be given full sick leave credit information through his/her normal Managerial channels.

11.06 When an employee expects to be or is absent from work for any reason, he/she is expected to notify his/her 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 his/her Manager of his/her return to work, the day prior to his/ her return.

11.07 Unreported absence or absence without satisfactory reason shall be grounds for disqualification from benefits.

11.08 An employee who is unable, through job related injury, or illness to perform his/her normal duties shall be provided, wherever possible, with suitable alternative employment, where such exists,

provided that no other employee shall thereby be deprived of his/her job.

11.09 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.

In cases of excess use of the less than two (2) hour time period, employees may have sick absence accumulated, such time will be accumulated in periods of one half (1/2) day and 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 Union.

**11.10** An employee who contracts any infectious or contagious disease while on duty, as a result of doing work in a place where he/she is instructed to carry on such work, shall be entitled to be paid his/her regular rate of pay for any time lost as a result thereof, if the Company is satisfied that the disease was contracted in the place in which the employee was so instructed to do his/her work.

## ARTICLE 12 - NET CREDITED SERVICE, CONTINUITY OF SERVICE, SENIORITY

### Net Credited Service (NCS)

12.01 An employee's Net Credited Service date is:

- (a) The original date of engagement or re-engagement as a Full-time employee, for employees having no deductible absence.
- (b) A revised date to exclude the number of days, months or years of deductible absence.

Net Credited Service date may be bridged to reflect deductible absence or accumulated service.

12.02 The Net Credited Service date will not change for reasons of absence covering the following areas:

- (a) Sick Leave - paid or non-paid.
- (b) Parental Leave - paid or non-paid up to a maximum of twenty-four (24) weeks.
- (c) Union Leave.

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- (d) Layoff up to and including twelve (12) months,
- (e) For each occurrence of an authorized non-paid Leave of Absence, up to and including thirty (30) days.
- (f) Company initiated Leave of Absence such as Educational Leave approved by the Executive.
- (g) Military Leave or for National Defense purposes.

12.03 The Net Credited Service date will be revised for reasons of absence as follows:

- (a) Periods of layoff in excess of twelve (12) months.
- (b) Employee initiated non-paid Leave of Absence in excess of thirty (30) days,
- (c) Each suspension of over five (5) days.

12.04 N.C.S. will be considered to be broken when an employee:

- (a) Resigns, or is dismissed or released.
- (b) Fails to return to work or fails to report inability to return to work following a leave of absence.
- (c) Rejects an offer of work in response to a final recall notice following a layoff.

Re-engagement following a break in service starts a new period of Net Credited Service.

12.05 Separate periods of service of a Regular Full-time employee may be accumulated (bridged) providing:

- (a) An employee had a period of Regular Part-time or Regular Full-time service of at least six (6) months before service was interrupted.
- (b) An employee has completed four (4) years of continuous service since service was last broken.
- (c) The period or periods of service being considered do not pre-date a break in service which exceeds four (4) years.

When service is bridged, a revised Net Credited Service date will be established with the period or periods of absence being treated as deductible absence.

12.06 Continuity of Service

Continuity of service will be considered to be broken when an employee:

- (a) Resigns, is dismissed or released,

- (b) Has been laid off for a period of more than twelve (12) consecutive months.
- (c) Fails to return to work or fails to report inability to return to work following a Leave of Absence or in response to a recall notice following a layoff.
- (d) Rejects an offer of work in response to a recall notice following a layoff.

### 12.07 Seniority

- (a) Seniority for employees who entered a Craft occupation prior to December 2, 1983, shall be determined in accordance with Technician seniority lists approved on January 31, 1992. Subsequent to December 2, 1983, seniority for employees in Craft Classification Program shall date from the time the employee entered or re-entered said Program as a Regular Full-time employee.
- (b) Seniority for Shopcraft Workers shall date from the time the employee entered or re-entered the Shopcraft Program as a Regular Full-time employee.
- (c) Employees other than those set out herein, or referenced in Article 12.13, shall have a seniority date established at the time the employee was engaged or re-engaged as a Regular Full-time employee.

12.08 Seniority lists shall continue to be maintained Company-wide by job classification as covered by this Agreement. Seniority lists shall be kept up-to-date annually. A copy of the lists shall be sent to the Union office.

Seniority lists shall be posted and if no protest is lodged by an employee within sixty (60) days of posting, the seniority lists shall be deemed correct.

Upon written request, the Company shall provide to the Union a list of the total number of regular hours worked by each Part-time employee from their most recent date of hire. Such requests shall be limited to two (2) times per year.

12.09 Regular Part-time, Casual Part-time and Term employees are not eligible to accrue seniority until they have obtained a Regular Full-time position. Seniority will then be established in accordance with Article 12.07.

Regular Part-time, Casual-Part-time and Term employees shall have a Net Credited Service (NCS) date established when a change in status to a Regular Full-time position occurs. The NCS date will be determined on the basis of the number of regular hours worked, accumulated from the most recent date of hire.

Where an employee changes status to Regular Full-time, sick benefits and vacations will be established based on the number of regular hours worked, accumulated from the most recent date of hire.

12.10 Technicians transferring at their request from one Craft seniority list to another shall be placed on the bottom of the Craft list to which they transfer, junior to all Technicians presently in line, but senior to any Apprentices.

12.11 General Apprentices may be transferred from one Craft occupation to another as the exigencies of service require or as their aptitude and progress in training indicate..

If because of a shortage of Technicians, a General Apprentice must be used in a Technician position, he/she shall be paid at a minimum rate of wage step 5 (Step 1, Technician 3) of the Technician wage schedule for all time so worked from the first day of assignment without any qualifying period.

12.12 An employee assigned to a temporary position outside the scope of this Agreement may during the first twelve (12) months of such assignment, return to a vacant position in his/her previous job classification with no loss of seniority.

Where a temporary assignment outside the scope of this Agreement exceeds twelve (12) months, the employee may upon completion of the assignment, return to a vacant position in his/her previous job classification. In such instances, the employee shall be placed at the bottom of his/her respective seniority list, junior to all existing employees covered by said list.

12.13 A seniority list shall be established for Mechanics. The Company will establish a regular complement of Mechanic (Certified) positions with notification being made to the Union. Trade seniority will be the deciding factor when filling a vacancy with Mechanic (Certified) positions.

### ARTICLE 13 - JOB POSTINGS, SELECTIONS, TEMPORARY ASSIGNMENTS, APPOINTMENTS AND LAYOFFS

#### Job Postings/Selections

13.01 An employee promoted to a position outside the scope of this Agreement shall be required to serve a trial period of up to six (6) months. At the end of the trial period the employee shall be declared on a regular basis in the new position. If during the trial period the Company or the employee finds he/she is unable to satisfactorily perform the duties of the new position, he/she shall be returned to a vacant position for which he/she qualifies in his/her previous job classification at his/her previous rate of pay with no loss

of seniority. In either event, the Union Business Manager shall be notified.

13.02 When a candidate is required for a vacant regular position covered by this Agreement, notice shall be posted at appropriate locations including all bulletin boards for a minimum of ten (10) working days. A copy of said notice shall be sent to the Union office. If there are no qualified applicants to a posted position, the Company shall be at liberty to fill the vacancy in any manner it considers appropriate.

Where it is determined by the Company not to fill a vacancy covered by this Agreement, the Union shall be notified.

13.03 The selection of a candidate to fill a posted vacant position will be based on seniority as per Article 12 of the Agreement provided the applicant meets the qualifications of the vacant position. The selection sequence for filling job vacancies covered by the Craft Classification Program will be consistent with the Craft Classification Letter of Understanding.

Subject to Section 5 of the Craft Classification Program, for the purposes of vacancy selection, regular hours worked by a Part-time or Term employee, accumulated from the most recent date of hire will be considered equivalent to seniority.

13.03.1 Selection of the successful applicant for a posted position will normally be made within twenty (20) working days of the closing date of the posting. When a delay which will exceed the said twenty (20) day period is encountered or if a position posting is cancelled, the Company will notify the Union and applicants of such delay or cancellation.

13.03.2 Should additional vacancies occur in a posted position after the closing date of the posting, the Company may, with Union concurrence, fill such vacancies using applicants from the initial posting rather than posting the additional vacancies.

13.03.3 A candidate will be paid the appropriate rate of pay within two (2) weeks after official notification of appointment to the new position.

13.03.4 A candidate may, within five (5) days of official notification of appointment to a posted position, decline the position. In such cases, the Company may fill the position with another candidate from the initial posting.

13.03.5 (a) An employee awarded a position within a job classification having a maximum rate of pay higher than his/her present rate of pay will initially be paid at the next higher rate in the wage schedule of the new job classification and shall have a new

increment date established based on the day the promotion becomes effective.

- (b) An employee awarded a position within a job classification having a maximum rate of pay which is less than his/her present rate of pay shall be paid at the maximum rate of pay for the new position.
- (c) Notwithstanding Article 12.11, in instances where movement through the levels of Technicians 3 to 1 are treated as progression (ie: no holding rates provided criteria is met), an employee making application to a posted position will not receive a wage increment as a result of appointment to the position.

Such employee shall remain at his/her existing rate until his/her regular increment date and then progress in the normal manner.

#### Temporary Assignments

13.04 An employee assigned to work for a period of one (1) or more continuous working days in a job classification having a higher wage rate than his/her regular job, shall be paid at a rate which is one (1) progression step above that which he/she would otherwise receive, for the total time that he/she works in the higher rated job.

13.05 An employee may be temporarily appointed to a higher job classification, however, such appointments will normally be limited to a period not to exceed three (3) consecutive months, unless mutually agreed between the Company and the Union.

#### Layoff

##### \*Permanent Layoff

\*13.06 In the event of a permanent layoff, the Company agrees to meet with the Union to discuss said layoff sixteen (16) calendar days in advance of the layoff taking effect.

The Company agrees to provide to the Union, written notice of the details pertaining to the permanent layoff, two (2) weeks prior to the expiration of the aforesaid sixteen (16) calendar day period. The first two (2) days of the notice shall fall between Monday to Thursday.

##### \*Temporary Layoff

\*In the event of a temporary layoff, the Company agrees to meet with the Union to discuss said layoff thirty (30) calendar days in advance of the layoff taking effect.

\*The Company agrees to provide to the Union, written notice of the details pertaining to the temporary layoff two (2) Weeks prior to the expiration of the aforesaid thirty (30) calendar day period.

\*The content of any layoff notice to the Union shall include:

- (a) date of layoff;
- (b) number of employee(s);
- (c) headquarters;
- (d) job classification and names of affected employees.

Concurrent with the above written notice being provided to the Union, affected employees shall receive 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.

In the event of a layoff, the junior employee in each of the job classifications affected shall be the first to be laid off.

A Regular Part-time employee's regular hours worked accumulated from the most recent date of hire will be equivalent to seniority for the purposes of layoff and recall.

13.06.1 Where layoff is necessary in the job classifications covered by the Craft Classification Program, it is understood Term employees working in the Craft area will be terminated prior to the layoff of any Regular Craft employee.

Company-wide, in ascending order of seniority, all General Apprentices shall be laid off first, followed by Technicians within the affected job classification.

In non-Craft areas, it is understood Term employees will be terminated prior to the layoff of any Regular employee working in the same job classification.

Casual Part-time employees shall not be used while there are Regular employees on layoff, except where no Regular qualified employee is available to do the work required. Under the provisions of this Article, the Company shall not be responsible for expenses incidental to a laid off Regular employee accepting Part-time work out of his headquarters.

13.07 No employee covered by this Agreement will be laid off due to the implementation of bilingual services.

#### Recall

13.08 Employees laid off because of a reduction in staff, shall be recalled in order of seniority starting with the most senior and proceeding in descending order to the most junior in the job classification from which the employee was laid off.



13.09 Laid off employees shall have the right to be recalled for up to twelve (12) months, Employees shall be recalled in order of seniority starting with the most senior and proceeding in descending order to the most junior in the job classification from which the employee was laid off.

13.09.1 The right of recall for laid off employees shall expire at the end of twelve (12) months from the date of layoff, at which time the laid off employee shall be deemed to be permanently laid off, and therefore terminated.

\*13.09.2 Recall notice will be sent by either registered letter or 'courier to the employee's last recorded address, at any time within twelve (12) months from the date of layoff. The Union shall simultaneously receive copies of recall notices sent to affected employees.

It is the responsibility of laid off employees to keep the Company informed, in writing, of their current address and telephone number at all times.

13.09.3 The employee shall advise the Company within seven (7) calendar days of the date of recall as to their decision.

13.09.4 Employees accepting recall shall report for duty twenty-one (21) calendar days from the date of recall notice, unless otherwise agreed to.

#### Benefits

Eligible employees on layoff will have the option of maintaining the following benefits during the twelve (12) month recall period:

( a ) Dental Plan - eligible employees will have the option to maintain coverage under the Dental Plan, provided they continue to pay their portion of the premium.

Group Life Insurance - eligible employees will have the option to maintain coverage under the Group Life Insurance Plan, provided they continue to pay their portion of the premium.

(c) Voluntary Accident Insurance - eligible employees will have the option to maintain coverage under the Voluntary Accident Insurance Plan.

(d) Blue Cross Benefit Plan - eligible employees will have the option to maintain coverage under the Blue Cross Benefit Plan.

#### Employment Status

13.10 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 seven (7) calendar days of being recalled; or

(c) the employee has accepted but did not report for duty within fourteen (14) calendar days of acceptance or as otherwise agreed above; or

(d) pursuant to Article 13.11, the employee elects to take severance pay prior to the expiration of the twelve (12) month recall period; or

(e) the employee is not recalled within twelve (12) months from the date of layoff.

#### Severance Pay

13.11 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.

In the event of death of an employee who is eligible, severance pay shall be payable to the beneficiary of the deceased employee.

Severance pay shall be paid in addition to the regular notice to which an employee shall be entitled to receive.

Through written agreement between the Company and the employee, a laid off employee may elect to forfeit his/her twelve (12) month recall period and request his/her severance pay at any time during the recall period. In this event, the employee would be permanently laid off and terminated.

13.12 The Company cannot have contractors doing work performed by a classification covered by this Collective Agreement, while there are Regular employees in said classification on layoff, who can perform the work of the contractor.

13.12.1 No Regular employee in a classification covered by this Collective Agreement shall suffer a loss of Regular hours of work as a result of contracting out work in their classification. Regular hours of work shall be set out in Article 6.

13.13 Wherever possible, the opportunity shall be afforded employees through training to qualify for higher positions. In the selection of employees for training, seniority will determine the right to such training as far as practicable. Training shall include the selection of employees to relieve on higher rated jobs.

13.14 When there are no applications received for a posted Mechanic (Certified) position, the junior

qualified (Certified) employee from the corresponding Apprentice list will be moved to fill the posted vacancy. Employees transferred to locations north of the 53rd parallel, under this arrangement, after a period of three (3) or more years, may request in writing, a lateral transfer for a vacancy occurring south of said parallel. In cases where one (1) or more employees request the same vacancy, the seniority factor shall be based on length of service north of the 53rd parallel. Northern seniority shall take precedence over employees south of the 53rd parallel. Consistent with Company requirements, such requests for lateral moves will be given every consideration.

#### ARTICLE 14 -SCHEDULED INCREMENTS

14.01 Scheduled increments shall be granted in accordance with the wage schedules as set forth in the Appendices annexed hereto, unless delayed or withheld for reasons as outlined in this Article.

14.01.1 Should the Company for any reason consider that an employee has not qualified for a scheduled increment, the employee and the Union shall be so advised in writing one (1) month prior to the date such increment becomes due. 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 of the class occupation for which he/she is being paid, or who fails to qualify for a promotional position at the end of such training. Should an employee thus advised consider that he/she has been discriminated against, he/she may take it up as a grievance. An employee who has had an increment withheld shall have a new scheduled increment date established as of the date of granting the withheld increment.

14.01.2 Employees at present on maximum hourly rate and given an increment on subsequent reclassification shall have a scheduled increment date established from date of reclassification.

14.01.3 Regular Part-time and Casual Part-time employees shall be eligible for increments based on the accumulation of nine hundred and eighty-eight (988) regular hours worked.

14.02 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 1st of that month. Increments falling due during the last half of the month, shall be due on the 1st of the following month.

14.03 Persons having previous appropriate experience may be employed, initially or after a trial, at a rate to be determined by the Company

commensurate with their efficiency and experience. Subsequent increments shall be in accordance with the provisions of this Article. However, the Company agrees that Technicians will not be hired in any Craftline in which Apprentices, who are qualified as Technicians and who have not refused any Technician position are being held at the maximum Apprentice rate,

14.04 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 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, (22 working days average month).

#### ARTICLE 15 - TRAVELLING AND TRANSPORTATION

15.01 When an employee is required to travel on Company business away from his/her defined Headquarters, the Company shall furnish transportation including berth and meals,

15.01.1 Travelling time when starting or on completing a job away from an employee's Headquarters will be on Company time. If such travel extends into the employee's own time, the overtime rate will apply.

15.01.2 All reasonable time spent travelling to and from training courses away from an employee's Headquarters shall be paid at straight time providing such course is held away from the employee's normal place of domicile.

15.01.3 An employee authorized to use his/her personal vehicle for the purposes of attending Company training sessions or Company meetings shall be reimbursed at the current Company business rate for travel to initially attend, and upon returning home at the completion of, such session or meeting. If the employee elects to travel home nightly or for days of rest during any such session, he/she shall be paid at the transportation in lieu of board and lodging rate specified in General Circular 305.57.

15.01.4 When sleeping accommodations are provided on route, no wages shall be paid between the hours of 10:00 p.m. and 8:00 a.m. and no wages shall be paid during meal periods of one-half (1/2) hour each for each meal provided on route.

15.02 An employee who is to be regularly employed in a new locality and is moved from one locality to another at the request of the Company shall receive transportation for himself, his immediate family and his household effects and any additional benefits in

accordance with Company policy. Where possible, notice shall be given to an employee two (2) months before he/she is moved.

**\*15.03** An employee when being laid off will, on request, be furnished with transportation to the location at which he/she was engaged, if within the Province of Manitoba. In addition to transportation, an employee laid off from a location north of the 53<sup>rd</sup> parallel shall also be entitled to receive reimbursement for the transfer of household effects as defined in General Circular 206.07, to the location at which he/she was engaged, providing such transfer is within the Province of Manitoba. Article 15.03 does not apply to employees dismissed for cause.

15.04 When the tour of any employee ends between the hours of 12:00 midnight and 6:00 a.m., he/she shall, if so desired, be provided with adequate transportation to his/her usual place of residence, if such residence is no more than ten (10) kilometers beyond the designated limits of the City or Town in which the tour of duty was worked. The designated limit for the City of Winnipeg shall be the Perimeter Highway.

**ARTICLE 16 - BOARD AND LODGING**

16.01 A Headquarters based employee who is assigned to work outside his/her posted Headquarters for a period of eight (8) hours or less, shall be furnished with a board expense as provided under Article 16.02 below, provided said meal is bought outside the employee's Headquarters.

16.01.1 A Headquarters based employee who is assigned to work or attend a training course outside his/her defined Headquarters for a period in excess of eight (8) hours, shall be furnished with board and lodgings as provided under Article 16.02 below.

16.01.2 A detached employee shall be furnished with board and lodgings as provided under Article 16.02 below.

**16.02. Lodgings - The Company will pay the actual cost incurred by an employee qualifying under Article 16.01, for a standard single lodging with bath and/or shower where available.**

**\*16.02.1 Board** - The Company will pay, without receipts, the actual cost incurred by an employee qualifying under Article 16.01, of an amount up to the following:

Breakfast .....	\$6.65
Lunch .....	\$9.70
Supper .....	\$14.40

Effective 2nd pay period in March 2000 and March 2001:

\*The Meal Allowance (Article 16.02.1), Incidental Expense (Article 16.02.2), and Reassignment Allowance (Article 16.02.3), shall be adjusted by the percentage increase in the "Food Purchased from Restaurants" component of the Manitoba Consumer Price Index covering the previous twelve (12) month period January to January.

When adjusting the above meal rates, they shall be adjusted to the next 5¢ increment.

**\*16.02.2 Incidental Expense** - An incidental expense of \$4.80 for each overnight stop will be granted from the first day for an employee travelling or away from his/her Headquarters for two or more consecutive nights. Incidental expenses are intended to cover such items as laundry, gratuities, casual parking, etc. An incidental expense is not applicable if an employee commutes daily from his/ her regular domicile.

**\*16.02.3** A detached employee or Headquarters based employee temporarily reassigned to work outside of his/her defined Headquarters for a period of two (2) or more consecutive work days is entitled to an allowance of ninety-five cents (95¢) per day from the first day of assignment, provided he/she does not return to his/her normal place of domicile during such assignment.

16.03 Where, in high cost localities, extraordinary expenses above the allowances specified under, Article 16.02 are incurred, an employee, when authorized and upon provision of receipts, will be allowed actual board and lodging expenses.

**\*16.04** When an employee is required to stay overnight in a C.D.O. or radio shack, a subsistence allowance of \$100.00/night or a prorata portion thereof will be granted in lieu of board and lodging expense.

16.05 An employee who qualifies under Article 16.01 for board and/or lodging expenses, may, subject to Management approval, be allowed transportation expenses to his/her normal place of residence in lieu of board and lodging, provided said allowance does not exceed the cost which the Company would have otherwise incurred for board and lodging. Any such travel shall be on the employee's own time.

16.06 An employee whose Headquarters is north of the 53<sup>rd</sup> parallel and who is temporarily assigned to a location south of the 53<sup>rd</sup> parallel for more than a three (3) week duration will be granted one paid return economy air fare (discount fare) to his/her regular Headquarters once at the end of every third week. No meal allowance will be paid and the employee will travel on his/her own time. This provision will also apply to employees Headquartered south of the 53<sup>rd</sup> parallel who

are temporarily assigned to locations north of the 53rd parallel.

## ARTICLE 17 - GENERAL PROVISIONS

17.01 Labour/Management Meetings - During the term of this Agreement, the Union and the Company shall, at the request of either party, meet, at a time and location jointly agreed to by both parties, for the purpose of discussing issues of mutual interest and concern. These meetings shall be attended by a Union Committee to be comprised of not more than five (5) members. Both parties shall submit an agenda seven (7) calendar days prior to such **meetings**. Minutes of all such meetings **shall** be taken and approved by the Company and the Union.

Union Committee Members shall be allowed time off with pay to attend such meetings. The Union shall be responsible for all transportation, meals, accommodation and all other expenses for Union Committee Members,

17.02 Employees Transacting Union Business - The Company acknowledges that from time to time it will be necessary to grant Leave of Absence without pay to a reasonable number of employees holding Union office or accredited Union delegates to conventions or conferences, for a reasonable number of days, for the purpose of attending to Union business, Leave for Union business will be subject to Company requirements existing at the time and cannot be taken unless authorized by the Company. All requests for such Leave must be made in writing at least one (1) week in advance, by the Union Business Manager or his alternate to the Labour Relations Department. In granting this leave, the cost to the Company will be taken into consideration.

17.03 The Company agrees to consult with the Union regarding any significant change which may alter the employee benefit package covered by General Circulars, Plant Practices or Company forms identified in this Agreement.

## ARTICLE 18 - RESIGNATION, DISMISSAL AND DISCIPLINARY ACTION

18.01 A Regular employee wishing to resign shall serve written notice to his/her Manager at least two (2) weeks before the effective date of the resignation. A Regular 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 pay for wages or for any vacation or holiday credits up to an amount required to make up the two (2) weeks notice period.

**18.02** Excepting probationary employees, the Company shall not discipline or dismiss any employee bound by this Agreement except for just cause.

18.02.1 When the service of a Regular employee is dispensed with, such employee shall receive **two (2) weeks** notice from the Company except when dismissed for just cause. An employee, other than Regular, shall be governed by Part III of the Canada Labour Code.

18.03 The Company agrees to notify the Union office as soon as practicable of all cases of suspension or other disciplinary action against employees covered by this Agreement.

**18.03.1** The Company agrees that **when** a written record is to be placed in an employee's file following a verbal discussion and such record indicates a warning of possible future disciplinary **action, the** employee will be required to read and initial the record with the understanding that the record will be retained in his/her personnel file. Initialing the record does not necessarily signify concurrence. The employee shall be informed by the Company of his/her right to have a Union representative present if desired. Any reply by the employee shall become part of his/her record.

18.03.2 An employee is entitled to examine his/her own complete personnel file kept in the Department in which he/she works or in the Human Resources Department, upon request to his/her immediate Manager or the Human Resource Manager. Any such request shall normally be made no more than once per year. The Company 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.

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

18.04 When a Regular employee is dismissed as a result of disciplinary action, such action may be subject to grievance procedure filed in accordance with Article 4.

18.04.1 If it is agreed at any step in the grievance procedure or as a result of a decision by a Board of Arbitration that there was no cause for dismissal of a Regular employee as a disciplinary measure, the employee shall be reinstated in accordance with the terms and conditions agreed upon between the Company and the Union or ruled appropriate by the Board of Arbitration.

## ARTICLE 19 - DEDUCTION OF UNION DUES

19.01 Except as otherwise herein provided, the Company shall deduct **an amount** equivalent to

normal monthly Union dues from the wages earned by each:

- (a) Regular Full-time employee;
- (b) Probationary employee who has been employed for more than thirty (30) continuous days;
- (c) Term or Part-time employee who works more than twenty (20) hours in a four (4) week pay period,

19.01.1 The Union declares and agrees that 19.01 exhaustively lists the employees in the unit affected by this Agreement.

\*19.02 The Union shall inform the Company from time to time of the regular monthly Union dues payable by the employees in the unit affected by the Collective Agreement.

The Company agrees to deduct from the employees' wages on the second payroll period of each calendar month, and remit to the Union, the monthly Union dues except where Part I, Section 70(2) of the Canada Labour Code applies.

The Company agrees to provide to the Union, a list of employees from whom such dues deductions have been made. This list shall include employee names, and amounts so deducted. Upon written consent of the employee, all name, address and telephone number changes submitted by the employee to the Company will be forwarded to the Union office.

19.03 The Union 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 20 - PAY

20.01 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.

20.02 Casual Part-time employees will be paid on a two (2) week delayed basis.

#### ARTICLE 21- SCHEDULE OF WAGES

21.01 The Schedule of Wages as set forth in the Appendices hereto annexed shall form part of this Agreement.

21.02 Nothing in this Agreement shall be construed to reduce the rate of pay of any employee who, as of the effective date of this Agreement, received a higher rate of pay than that established for his/her wage

group. Higher wages and salaries may be paid when warranted by ability and quality of service rendered.

#### **"21.03 Effective February 1, 1999:**

The General Apprentice, Technician 3 and Field Service Wiring Assistant salary scales shall be increased by two and one-half percent (2.5%). All other salary scales shall be increased by fifty-five cents (\$0.55) per hour.

#### **Effective January 29, 2000:**

The Wage Schedules shall increase by two and one-quarter percent (2.25%).

#### **Effective February 3, 2001:**

The Wage Schedules shall increase by two percent (2.0%).

#### ARTICLE 22 - REMOTENESS ALLOWANCE

22.01 Remoteness Allowance will be paid in accordance with Company policy as covered by General Circular 206.9. Current copies of GC. 206.9 will be available for inspection in all work centers. 11, c. 6

22.01.1 Remoteness Allowance will be reviewed annually by the Company and adjusted as required.

22.02 The following sections of this Article are included as information only, on the general content of G.C. 206.9.

22.03 The basic scheme allots classification points to Company work locations north of the 53rd parallel on the basis of climatology, population and accessibility.

22.03.1 Additional costs of heating, food and miscellaneous sundries based on the relationship between costs in Winnipeg and those experienced in each community are also applied.

22.03.2 The Remoteness Allowance for each location is set out in the rate table of General Circular 206.9.

22.04 To qualify for Remoteness Allowance, an employee must reside in one of the designated work locations as listed in the current issue of General Circular 206.9.

22.04.1 An employee who is temporarily transferred to a designated northern work location, and whose expenses for transportation, board and lodging are paid by the Company, is not eligible for Remoteness Allowance.

22.05 The Remoteness Allowances for the various communities, for single or dependents as indicated, represent a maximum monthly taxable

allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment and during authorized paid business leave. They are not payable during periods of absence without pay, nor payable at "time and a half" or other premium pay scales, nor included as part of regular weekly earnings in calculation of vacation wages on termination of employment.

22.06 Regular Part-time, Casual Part-time and Term employees will be paid the allowance on a prorated basis.

22.07 Remoteness Allowance Eligibility (For Northern Region Employees Hired or Transferred Prior to January 1, 1991)

22.07.1 Household I status will be assumed for all employees eligible for Remoteness Allowance, with the provision that only one Remoteness Allowance is payable per household unit. An employee may qualify for Household II status subject to the following:

- (a) The employee is supporting one (1) or more persons who reside with and are dependent on the employee for main and continuing support and who include:
  - the husband or wife of the employee;
  - a person with whom the employee has cohabited and represented as his/her spouse for a period exceeding one (1) year, or less than one (1) year if the couple has a dependent child born of their union;
  - unmarried children under 21 years of age;
  - unmarried children 21 years of age or over but under 25 years of age in full-time attendance at school;
  - unmarried children 21 years of age or over with a physical or mental disability preventing such child from being self-supporting.
- (b) If both marital partners are Regular Full-time or Regular Part-time employees of the Company and they are eligible for Household II Remoteness Allowance, they may elect to have the allowance paid in either of two (2) ways, as established by the employees involved:
  - the full amount to one spouse only, as the couple so designates;
  - divided equally, to the nearest cent, between the two (2) spouses.

In the event that one marital partner is a Regular employee and the other partner is a Term or Casual

Part-time, the Household II allowance will be payable only to the Regular employee.

- (c) Two (2) or more MTS Communications Inc. employees who share Company accommodation and who are not covered under (b) above may also qualify for Household II status.

The Household II allowance will be divided equally, to the nearest cent, between the employees affected.

In the event that one employee is a Regular employee and the other is a Term or Casual part-time, the Household II allowance will be payable only to the Regular employee.

(For Northern Region Employees Hired or Transferred on or after January 1,

22.07.2 All employees are eligible for Household I status.

An employee may qualify for Household II status providing (i) there are no other MTS Communications Inc. employees within the same household; and (ii) they have a dependant who meets at least one of the following qualifications:

- (a) the employee has a spouse whom they are legally married to, or a cohabiting partner with whom they have been involved in a marriage-like relationship for a period of at least one (1) year, who is dependent upon and resides with the employee, and whose earnings do not exceed the spousal dependent net income level as annually established by Revenue Canada;
- (b) the employee has a natural or adoptive child/children or a child/children of a cohabiting partner with whom they have been involved in a marriage-like relationship for a period of at least one (1) year, who are dependent upon and residing with the employee, whose earnings do not exceed the third and each additional dependent net income levels as annually established by Revenue Canada;
- (c) the employee has a mentally or physically infirm child/children or a mentally or physically infirm child/children of a cohabiting partner with whom they have been involved in a marriage-like relationship for a period of at least one (1) year, who are dependent upon and residing with the employee, whose earnings do not exceed the infirm dependent net income levels as annually established by Revenue Canada.

Note: When more than one (1) MTS Communications Inc. employee resides in the same household, the Household I rate is the maximum payable to each employee. However, qualified dependents of same

may be eligible for Northern Region Transportation Allowance.

22.07.3 Application for Remoteness Allowance must be made by completing the Northern Allowance and Transportation Eligibility Claim Form (for employees covered under 22.07.1, use Form 1083, and for employees covered under 22.07.2, use Form 1320):

- when first requesting Remoteness Allowance and/or Northern Transportation;
- when a change in status occurs;
- annually prior to January 1st.

### ARTICLE 23 - NORTHERN REGION TRANSFERS AND LATERAL MOVES

\*23.01 Employees covered by this Agreement regularly employed at locations north of the 53rd parallel for a period of three (3) or more years may request in writing, to a "Letter of Intent", a lateral transfer for a vacancy occurring in their Craftline south of said parallel. Such requests will be considered where the individual meets the qualifications of the position and has satisfactory performance. In cases where one or more employees currently working in the north request the same vacancy, the seniority factor shall be based on the length of unbroken service north of the 53rd parallel. Consistent with Company requirements such requests for lateral moves will be given every consideration.

23.02 An employee who has completed five (5) years of Northern Region service, may request through a posted Letter of Intent, a lateral transfer to a vacant Technician position within their Craftline south of the 53rd parallel. Provided such employee has satisfactory performance, and fulfilled the Northern Region service commitment outlined in the Craft Classification Program, he/she shall be awarded the position. In cases where there is more than one eligible Northern Region applicant, the employee with the longest current period of unbroken Northern Region service shall be awarded the position.

23.03 In the event no posted vacancies exist at a time when an employee meets the service commitment outlined in 23.02, the employee may request a transfer to a Technician position within their Craftline south of the 53rd parallel, provided he/she has satisfactory work performance. The locality to which the employee may transfer shall be determined by the Company, within twelve (12) months of the request being made. Where an employee has been provided a Technician position within their Craftline south of the 53rd parallel and declines, the employee forfeits further consideration under this provision.

23.04 Northern Region Craft employees who apply to a posted vacancy within the Northern Region

shall be given preference over applicants whose Headquarters are south of the 53rd parallel,

### ARTICLE 24 - SAFETY AND HEALTH

24.01 The Company shall make provision for the safety and health of the employees during working hours and the Union may from time to time, bring to the attention of the Company any recommended suggestions in this regard. Such recommendation shall be subject to negotiations between the Company and the Union. In the event an employee identifies a Safety and Health concern, it shall be brought to the attention of the appropriate Manager and/or a Safety and Health Committee member or Safety and Health representative where practicable, who will attempt to remedy or resolve the situation. Form 1000 shall be completed and forwarded to a Safety and Health Committee member.

24.01.1 The Company agrees that the Union may appoint Safety and Health representatives, and/or Safety and Health Committee members as per Part II of the Canada Labour Code.

#### Safety Footwear

\*24.02 The Company agrees to reimburse employees for the total cost of purchases of Company approved safety footwear, to a maximum of one hundred and twenty dollars (\$120.00) per year upon production of a receipt of purchase.

Employees shall be allowed to carry over the yearly footwear allowance to a maximum of two hundred and forty dollars (\$240.00).

Reimbursements include all applicable taxes.

\*24.02.1 The Company agrees to reimburse those employees required to enter customer premises, for the total cost of purchases of overshoes for Company approved safety footwear, to a maximum of forty-five dollars (\$45.00) per year, upon production of receipt of purchase.

Reimbursements include all applicable taxes.

#### Protective Clothing

\*24.03 The Company agrees to supply and maintain coveralls for Cable Splicers involved with handling grease filled cable. The Company agrees to reimburse employees for the purchase of one set of coveralls per year, for an amount of 50% of cost up to a maximum of thirty dollars (\$30.00) as approved by the Manager to be worn on the job site, payable upon proof of purchase by receipt.

24.03.1 The Company agrees to pay 100% of the total cost to supply and maintain coveralls or smocks for garage employees. The coveralls or smocks will be

supplied as required to employees as approved by the Manager and are to be worn on the job site.

#### 4 Dental Plan

The Company Dental Service Plan as implemented on March 1, 1981, will form part of this Collective Agreement.

24.05 The Company shall decide what tools are required for the work covered by this Agreement and shall supply or make them available and shall replace such tools as in the Company's judgment become obsolete or worn out. Each employee shall be responsible to the Company for all tools assigned to him/her.

### ARTICLE 25 - MATERNITY, PATERNITY AND PARENTAL LEAVE

#### 25.01 Maternity Leave

A female employee who has completed six (6) consecutive months employment with the Company shall be granted Maternity Leave under one (1) of two (2) 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 providing the need for such Leave is substantiated on a Physician's Certificate of Disability for Duty (Form 1109).

25.02 Plan A - Maternity Leave without pay shall be granted in accordance with the terms and conditions listed in clause 25.01.

25.03 Plan B - Supplemental Maternity Allowance Pay (SMAP) shall be granted in accordance with the terms and conditions listed in clause 25.01 together with the following additional terms and conditions:

25.03.1 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 Employment Insurance Benefits and 93% of regular wages. The combined weekly level of E.I. Benefit, Supplemental Maternity Allowance and other earnings shall not exceed 95% of the employees normal weekly earnings as per E.I. regulations;
- (c) for all other time as may be provided under paragraph 25.01 (c) nil payment;
- (d) in the event that legislation is enacted that provides additional Employment Insurance (other than an increase in the maximum standard benefits) or any other payment to salary during the fifteen (15) week period to an employee on account of her pregnancy 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 Employment Insurance or other payment;

- (e) employees will be required to apply for and become entitled to Employment Insurance before supplemental payments become payable;
- (f) to verify they are receiving Employment Insurance benefits, employees must mail, bring, or send their benefit statement to the Payroll Section every two (2) weeks during the Maternity Leave;

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

- (a) she must return to work and remain in the Company's employ for at least the hours equivalent to six (6) months of employment in her old capacity prior to commencing Maternity Leave;
- (b) she will return to work on the date of expiry of her Maternity Leave or the additional period provided in 25.01 (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 and will repay same upon request by the Company.

25.03.3 During the period of Maternity Leave, vacation benefits shall be reduced as described in Article 10.01.3.

25.03.4 The Supplemental Maternity Allowance does not apply to Term or Part-time employees.

25.04 An employee who has been granted Maternity Leave who, before the expiration of the Leave granted under paragraph 25.01 (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.

25.05 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 by:

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

Reasonable accommodation will be made by the Company to provide non-VDT work in the employee's normal work location.

If there are no available non-VDT positions for which the employee qualifies in her normal work location, and such a position is available in another location, the employee may accept such position providing she is responsible for all associated expenses.

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.

#### 25.06 Paternity Leave

A male employee will be granted up to a maximum of two (2) days leave with pay, to attend to needs directly related to the birth of his child. Such leave may be granted on the day of, and/or the day following the birth of his child, or the day of his wife's admission to, and/or discharge from the hospital.

#### 25.07 Parental Leave

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

### ARTICLE 26 - MANAGEMENT RIGHTS

26.01 The Union recognizes that subject to section 26.02 of this Article, the Company has the sole authority to manage its affairs, and without restricting the generality of the foregoing, to make and alter from time to time rules and regulations to be observed by employees, to direct its working forces including the right to hire, classify, promote, demote, transfer, layoff, suspend and discharge any employee, and to increase or decrease the working force of the Company and to re-organize, close or disband any Department or section thereof from time to time as circumstances and necessity may require.

26.02 It is understood that the exercise of the foregoing Management Rights by the Company shall be subject to provisions of this Agreement and working arrangements now in effect and hereafter agreed on by current letters exchanged between the parties hereto.

26.03 The Company's Foremen and Managers shall act in a supervisory capacity, and shall not perform any work regularly performed by Craftsmen except in cases of emergency, or when competent Regular employees are not available, or for the purpose of instructing and training employees.

26.04 Nothing in this Agreement shall be construed as meaning that the normal work of an employee shall not change as technological advances and service requirements warrant. When such changes are required, the Company will consult with the Union regarding the changes to take place.

#### ARTICLE 27 - DURATION OF AGREEMENT

"27.01 Except for the payment of wages and overtime, which wages and overtime 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 be and remain in force until the thirty-first (31st) day of January, 2002.

27.02 Unless either party gives to the other party written notice of termination or modification by registered mail within a period of not more than ninety (90) days or less than thirty (30) days prior to the expiration date, this Agreement shall continue in full force and effect thereafter until amended, or terminated, at any time by ninety (90) days written notice.

In the event of such notice of termination or modification being given, the parties agree to meet within fifteen (15) days of its receipt with a view to agreeing on terms and conditions for the renewal or modification of the Agreement. The terms and conditions of the existing Agreement shall remain in effect during the period of such negotiations,

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

#### ARTICLE 28 - TECHNOLOGICAL CHANGE

28.01 Where the Company proposes to effect a technological change which may result in the termination of employees falling within the scope of this Agreement, the Union shall be given written notice as early as possible and no less than one hundred and eighty (180) days prior to effecting the proposed change.

28.02 The Union and the Company will meet to resolve, where possible, the reassignment, relocation, transfer, reclassification or retraining as may be required to assist employees in their continued employment. The Company shall make all reasonable efforts to retrain and use existing employees rather than new hires when implementing technological change in the workplace.

28.03 Moving expenses will be paid by the Company in accordance with General Circular 206.7, should it become necessary to relocate an employee due to technological change.

#### ARTICLE 29 - LEAVE OF ABSENCE

29.01 Application for Leave of Absence shall be made by the employee in writing and given consideration by the Company in accordance with General Circular 206.04.

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.

29.02 Union Leave of Absence without pay may be granted to any designated employee for the conducting of Union business for a period not in excess of two (2) weeks at any one time. Notice to be given in writing to Industrial Relations by the Union as soon as the need is identified, 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 Company and will not be unreasonably withheld.

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

29.03 Union Leave of Absence without pay may be granted to any designated employee for the conducting of Union business for a period not in excess of one (1) year. One (1) months written notice to be provided by the Union to the Industrial Relations Department as soon as the need is identified. This Leave of Absence will be subject to approval by the Company and is renewable. Such employee shall have the option to participate in, the Company Blue Cross, Dental, Group Insurance and Long Term Disability plans at his/her expense. The employee will have the right at any time on one (1) months' written notice to return to the Company's employ to the same, or similar work in which he/she was engaged at the time of leaving the Company's employ.

Note: The following information regarding the Company's General Circular on Bereavement Leave is strictly for reference purposes only and it is expressly understood and acknowledged by the Union that its contents do not form part of this Collective Agreement.

An employee may be granted time off with pay in the event of the death of a member of his or her immediate family. Immediate family shall be defined as:

- (a) the spouse of the employee, including a common law spouse;
- (b) the father and mother of the employee and the spouse of the father or mother, including a common law spouse;
- (c) the children of the employee;

- (d) the brothers and sisters of the employee;
- (e) the father-in-law and mother-in-law of the employee and the spouse of the father-in-law or mother-in-law, including a common law spouse;
- \*(f) the brother-in-law and sister-in-law of the employee;
- (g) the grandparents of the employee; and
- (h) any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

The time off will not normally exceed three (3) days; however, where exceptional circumstances arise, the employee may be allowed a maximum of one (1) calendar week.

### \*ARTICLE 30 - PERSONAL LEAVE DAYS

Effective January 1st of each calendar year, all Regular Full-time employees will be credited with five (5) Personal Leave Days.

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 carry 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.

### “ARTICLE 31- HOME DISPATCH

A Home Dispatch Program shall operate within the Field Services Technician classification on a voluntary basis. The following shall govern the terms and conditions of the Home Dispatch Program:

The Company and the Union agree that, at the discretion of the Company, Regular Field Services Technicians who are regularly assigned a vehicle for use in completing their work assignments may be allowed to drive their assigned vehicles home from their last job site after completion of their shift and from home to their first job site for arrival at the beginning of their shift.

The Company and the Union agree to encourage Field Service Technicians to participate in the Home Dispatch Program. Participation shall be voluntary and canvassed by seniority provided the employee is qualified and has satisfactory work performance.

Employees wishing to participate in the Program shall make application in writing to the Company.

The Company shall select the localities in which the Program will operate and will select employees residing in close proximity to each selected locality.

The Union Business Office shall be notified in writing of all selected locations and participating employees, as well as any changes to the Program, participants or selected locations.

An employee's participation in the Program may be terminated at any time by the Company. An employee may terminate his/her participation by providing ten (10) working days notice to the Company. When an employee's participation is ended, he/she shall be reassigned to a Work Centre.

Employees participating in the Program will not suffer a loss of regular hours of work or wages as a result of such participation. Overtime will be administered in accordance with Article 8 of the Collective Agreement. Participants will remain on their regular shift and vacation schedule.

An employee participating in this Program will not be deemed to be on Standby unless otherwise scheduled under the provisions of the Standby Program.

Employees participating in the Home Dispatch Program are required to be on the worksite and ready to begin work at the start of their regularly scheduled shift. When applicable, employees will leave directly from the worksite at the end of their regularly scheduled shift, to return to their normal place of domicile. All travel time to and from work will be on the employee's own time.

It is expressly understood the Company shall provide and insure all vehicles. Such vehicles, their contents, and all tools and equipment are to be exclusively used for Company-related business. Provided proper and reasonable care is taken, employees are permitted to use their assigned laptops for personal use.

Participating employees shall be provided with a local access line at the Company's expense, to enable receipt of work assignments.

The Company shall indemnify and save harmless, its employees, from all losses, costs, liability or expense suffered or sustained as a result of participation in the Home Dispatch Program, except where any losses, damages, costs, liability or expenses are due to the negligence of the participating employees or are the personal property of the employee.

## “ARTICLE 32 - STANDBY PROGRAM

The purpose of the Standby Program is to provide timely responses to situations necessitating call-out for immediate reporting.

Prior to commencing a Standby Program, the Company shall provide two (2) weeks notice to the Union. The Company reserves the right to cancel a Standby Program at any time.

For the purpose of this Article, a Standby Centre shall be defined as the location in which Technicians will be placed on Standby. Employees residing in the Standby Centres shall be responsible as necessary, for providing service within the Standby Zones.

In locations outside of Winnipeg and Brandon, a Technician on Standby may be required to perform duties of another Craftline Classification in accordance with the Craft Classification Program.

### Standby Centres/Zones

#### Field Service Technician (FST) Standby

##### **Standby Centre - Winnipeg**

- Winnipeg FST standby zone (Winnipeg and a 100 km radius from city centre)
- Rotation - 1 in every 8 weeks

##### **Standby Centre - Brandon**

- Brandon FST standby zone (Brandon and a 100 km radius from city centre)
- Rotation - 1 in every 8 weeks

##### **Standby Centre - Thompson**

- Thompson FST standby zone (Thompson and a 100 km radius from city centre)
- Rotation - 1 in every 4 weeks

##### **Standby Centre - Flin Flon**

- Flin Flon FST standby zone
- Rotation - 1 in every 4 weeks

### Line/Cable Standby

##### **Standby Centre - Winnipeg**

- Winnipeg Line/Cable standby zone (Winnipeg and a 100 km radius from city centre)
- Rotation - 1 in every 8 weeks

### Cable Locate Standby

##### **Standby Centre -Winnipeg**

- Winnipeg only
- Rotation - 1 in every 4 weeks

### Central Office Standby

##### **Standby Centre -Winnipeg**

- Winnipeg Central Office standby zone (Winnipeg and 100 km radius from city centre)
- Rotation - 1 in every 8 weeks

##### **Standby Centre - Portage la Prairie**

- Portage Central Office standby zone (Portage and a 100 km radius from city centre)
- Rotation - 1 in every 5 weeks

##### **Standby Centre - Brandon**

- Brandon Central Office standby zone (Brandon and a 100 km radius from city centre)
- Rotation - 1 in every 8 weeks

##### **Standby Centre - Thompson**

- Thompson Central Office standby zone (Thompson and a 100 km radius from city centre)
- Rotation - 1 in every 4 weeks

##### **Standby Centre - Flin Flon/The Pas**

- Flin Flon/The Pas Central Office standby zone
- Rotation - 1 in every 5 weeks

##### **Standby Centre - Dauphin**

- Dauphin Central Office standby zone (Dauphin and a 100 km radius from city centre)
- Rotation - 1 in every 4 weeks

The following shall govern the terms and conditions of the Standby Program:

1. All **qualified employees** within the selected Standby Centres will participate in Standby duty. The Company reserves the right to determine the number of employees to be on Standby within a Standby Centre. Due consideration shall be given to the equal distribution of Standby duties among qualified employees. The Standby Call-Out process shall operate as follows:

- The first calls will be to the Technician(s) in the location of the problem. This employee may or may not be the Technician on Standby.
- The second call will normally be to the Technician on Standby closest to the problem.

2. The days of work that employees are required to be on Standby will be scheduled by the Company. Standby assignments shall not be scheduled for less than two (2), or for not longer than seven (7) consecutive calendar days.
  3. An employee who is required to be on Standby on the day he/she is scheduled to work will be provided a minimum of twenty-four (24) hours notice. An employee who is required to be on Standby on a day he/she is not scheduled to work shall be provided a minimum of seven (7) calendar days notice. No employee will be scheduled on Standby for more than seven (7) consecutive calendar days during the applicable rotational period. No employee shall be scheduled on Standby in excess of the rotation specified above for their particular Standby Centre.
  4. Participation will be limited to Regular Craft employees employed by MTS Communications Inc.
  5. Employees assigned Standby duty will be provided with a pager and cellular phone, and will be required to be available for call out overtime.
  6. Participants will remain on their regular shift and vacation schedules.
  7. Employees participating in the Program will not suffer a loss of regular hours of work as a result of such participation.
  8. Compensation for Standby duty shall be as follows:

Effective the first pay period following the date of ratification:

    - On the day the employee is scheduled to work - \$20.00;
    - On the day the employee is not scheduled to work - \$40.00.

Note: A Standby period shall consist of twenty-four (24) consecutive hours commencing at 4:30 p.m. on each scheduled day of Standby duty.
  9. An employee on Standby who is called out and works for a minimum of six (6) hours in the eight (8) hour period immediately preceding the commencement of his/her regular shift shall be granted a rest period of four (4) hours with no loss of his/her basic rate of pay in accordance with the following conditions:
    - (a) When the four (4) hour rest period extends into an employee's regularly scheduled tour of duty, the employee shall then be required to report for duty at the end of the rest period for the duration of the scheduled tour.
    - (b) When, due to the demands of service, an employee is required to work the complete rest period or any portion thereof which extends into a regularly scheduled tour of duty, said employee shall be paid at two (2) times his/her basic hourly rate for the hours so worked in lieu of the rest period.
  10. The parties agree to meet as necessary to address matters of concern related to Standby and implement changes as mutually agreed.
- Note: This Article shall take effect upon the first pay period following ratification. Existing Standby arrangements in Winnipeg shall continue until they have been replaced by this Article.

LETTERS OF UNDERSTANDING

PAYMENT OF DIFFERENTIALS, MEAL AND SUBSISTENCE ALLOWANCE, SAFETY FOOTWEAR AND PROTECTIVE CLOTHING

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and the Company, as follows:

The Company agrees to increase differentials, meal allowances, subsistence allowance, safety footwear and protective clothing allowances to the amounts specified in this Agreement, effective the first day of the first pay period subsequent to the ratification of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

This will confirm our understanding of the above subject as agreed during negotiations between the IBEW Local 435 and the Company, as follows:

Both the Company and the Union agree to the principle of Equal Employment Opportunity and may provide representation to the Equal Employment Opportunity Committee.

\*CRAFT COMPLEMENTS

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and the Company, as follows:

below

The Company agrees to provide to the Joint Union/Management Craft Classification Committee, staff complements showing the actual numbers of employees in each of the classifications covered by the Craft Classification Program. This information will be provided annually and shall give the above complements on a per Headquarters zone basis.

GENERAL CIRCULAR 206.07

Expenses Incident to Employee Transfer

This will confirm our understanding of the above subject as agreed during negotiations between the IBEW Local 435 and the Company, as follows:

The Company agrees to identify, in General Circular 206.7 that Northern Region Benefits may be taxable.

The Company also agrees to amend the "travel expenses" portion of the "Expenses Covered" section as follows:

Travel Expenses

The Department with the vacant position will normally cover the following expenses for candidates brought in for interview and for an employee and his/her spouse in the preliminary relocation process:

- (1) Bus or coach travel, or
(2) Rail travel at First Class accommodation, or
(3) Air travel on regularly scheduled commercial flights at Economy or equivalent rates,
(4) Mileage allowance at the current business mileage allowance rate not to exceed return air fare.
(5) Meal allowance as required to a maximum of five (5) days.
(6) Overnight accommodations when required to a maximum of four (4) nights.
(7) Unforeseen expenses as approved by the receiving Department or Region after consulting the Human Resource Manager.

TRANSPORTATION REIMBURSEMENT OPTIONS

This will confirm our understanding of the above subject as agreed during negotiations between the IBEW Local 435 and the Company, as follows:

A Regular employee who resides in any of the Northern communities and who qualifies under Section 9 of General Circular 206.9 may select one of the following options when claiming reimbursement for those trips for which he/she is eligible under Section 9.02 of General Circular 206.9.

- (a) The employee may be reimbursed for the cost of travel by public transportation for himself/herself and his/her immediate family.
(b) The employee may be reimbursed for the cost of one return trip by public transportation for himself/herself or one member of his/her immediate family, and in addition, reimbursement for one return mileage for members of his/her immediate family travelling by private vehicle.
(c) The employee may be reimbursed for the cost of two (2) return trips for the employee and his/her immediate family travelling by private vehicle.

For purposes of this Article, the employee's "immediate family" shall mean the employee's spouse and dependent children,

All provisions of General Circular 206.9 except as noted above shall apply to employees covered by this Collective Agreement.

## \*FIELD SERVICE WIRING ASSISTANT

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and the Company, as follows:

The parties agree that the job classification of "Field Service Wiring Assistant will be established and may be employed in the Field Services area subject to the following conditions:

**Job Duties:** Under the direction of a Technician, assist Field Service Technician in the installation, relocation and removal of non-energized voice and data telecommunications wiring.

The incumbents:

- install, remove and re-arrange cabling and wiring in various ducts, risers, teleposts and cross connect frames. Terminate wiring on voice and/or data jacks, cross connect frames and/or BICS termination fields;
- mount voice and data jacks;
- pick up materials as required;
- perform general "clean up" duties.

**Rate of Pay:** Wage Schedule - \$11.30 to \$13.02 per hour. Subject to negotiated increases.

For purposes of Article 13 of the Collective Agreement, it is understood and agreed that where a layoff is necessary in any Craft job classification, all Field Service Wiring Assistants will be terminated/laid off before any Craft employee is laid off.

For clarification, it is clearly understood that there shall be no Field Service Wiring Assistants in the Company's employ while a Craft employee is on recall pursuant to Article 13 of the Collective Agreement.

Provided there are no layoffs of any Craft employees, in the event of any vacancies in the Field Service Wiring Assistant classification, the Company must consider a non-Craft employee(s) on recall pursuant to Article 13 for this position prior to canvassing externally.

Should the Company affect a recall of a non-Craft employee to his/her regular classification while said employee is doing the work of a Field Service Wiring Assistant, the employee shall have the option to return to his/her regular classification.

## "BANKING OF VACATION CREDITS

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and the Company 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 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.

## \*VOLUNTARY TERMINATION INCENTIVE PROGRAMS (VTII's)

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and the Company as follows:

During the life of the Collective Agreement, where the Company determines that it is necessary to permanently reduce the workforce within the IBEW bargaining unit, it shall, prior to invoking Article 13 of the Collective Agreement, reintroduce the Voluntary Termination Incentive Program for the benefit of employees in targeted areas.

Only once during the life of the Collective Agreement (1999), the Company shall offer a one-time special VTIP window as outlined in Appendix I attached to and forming part of the Collective Agreement. Employees who become eligible under categories 1, 2 or 3 in the calendar year in which the one-time special window is open shall be eligible to apply.

The Company hereby agrees that during the year ending December 31, 1999, it shall not layoff any regular employee in a given classification within the bargaining unit until all applications to leave the Company on or before December 31, 1999, under the Voluntary Termination Incentive Program (1999 One-Time Special Window) from employees in that same classification have been accepted by the Company.

Upon the closing of the 1999 one-time special VTIP window, Appendix I shall terminate and therefore have no effect.

Subsequent VTIPs shall be offered in accordance with Appendix II during the remainder of the Collective Agreement.

Where subsequent Regular VTIPs are offered (Appendix II), the Company hereby agrees that during the life of the Collective Agreement, it shall not layoff any regular employee in a given classification within the bargaining unit until all applications to leave the Company under a Regular Voluntary Termination Incentive Program (Appendix II) window from employees in that same classification have been accepted by the Company.

In any event, the Voluntary Termination Incentive Programs specified above will be subject to the following terms and conditions:

- (1) The Company reserves the right to make changes to the Voluntary Termination Incentive Programs (Appendix I and Appendix II) prior to their introduction, however, Voluntary Termination Incentive amounts and categories in Appendix I and Appendix II will remain unchanged.
- (2) Employees in targeted areas will be provided with a thirty (30) calendar day window of opportunity to make application to the Voluntary Termination Incentive Programs (Appendix I and Appendix II).
- (3) Approval of applications is subject to the conditions set out in the Voluntary Termination Incentive Programs (Appendix I and Appendix II), and rest solely with the Company.

Upon expiration of the Collective Agreement on January 31, 2002, the remainder of this Letter of Understanding shall terminate and therefore have no effect.

#### **\*OVERSTAFF CONDITIONS**

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and the Company as follows:

- (1) Where the Company declares an overstaff condition, the Union shall be advised in writing. The declaration of an overstaff condition shall not cause vacancies posted at the time to be cancelled.
- (2) The Region in which the overstaff condition has been declared shall have three (3) months to resolve the overstaff situation in their Region.
- (3) After three (3) months, the overstaffed employee shall be offered the next vacant position in that Craftline within the Company.

The overstaff situation will be facilitated within the Headquarters by voluntary movement down the seniority list. If there are no volunteers, the mandatory movement of the least senior employee within the Headquarters will be implemented.

In either case, relocation expenses will be paid by the Company.

#### **NORTHERN RETENTION PREMIUM**

This will confirm our understanding of the above subject as agreed during negotiations between IBEW Local 435 and the Company.

All regular employees, regularly employed and who permanently reside north of the 53rd parallel shall be entitled to receive an annual Northern Retention Premium of 5% of regular wages (excluding overtime, differentials, etc.), subject to the following terms and conditions:

An employee must complete twelve (12) consecutive months of employment north of the 53rd parallel to be entitled to the premium. Upon completion of each twelve (12) month period, the employee shall be paid the Northern Retention Premium. The first twelve (12) month period shall run from April 20th 1999 to April 20th, 2000.

Employees hired into the North shall be eligible to receive a prorated premium for time worked between April 20th of one year to April 20th of the following year.

Where an employee is temporarily assigned by the Company to work south of the 53rd parallel or is engaged in an out of province assignment, the Northern Retention Premium shall continue as if said employee did not leave the North.

It is understood by the parties that the Northern Retention Premium shall take the form of a lump sum payment, not be folded into the regular base rate of pay, and shall not be considered pensionable earnings.

This Letter of Understanding shall terminate on April 20th, 2002.

#### **\*TELECOM RELATED SERVICES OUT OF PROVINCE EMPLOYMENT**

**WHEREAS** the Company and the Union are parties to a Collective Bargaining Agreement

**AND WHEREAS** the Company and the Union recognize that it is in their mutual best interests, and in the best interests of the employees of the Company represented by the Union, to make available opportunities for said employees to work outside of Manitoba for either MTS Communications Inc., or companies affiliated with/or designated as approved by the Company;

**AND WHEREAS** the Company and the Union are mutually desirous of reaching an agreement which will allow said employees to pursue such opportunities



without adversely affecting certain rights under the Collective Bargaining Agreement;

NOW THEREFORE AND IN CONSIDERATION of the foregoing and the Agreements hereinafter set forth, the parties do mutually agree:

1. This letter of understanding shall be attached to and form part of the Collective Bargaining Agreement in force from time to time between the parties.
2. The Company may designate approved affiliates or companies operating outside of Manitoba by written notification to the Union.
3. When considering applications for out of province employment or leave of absence requests to work for a designated Company out of province, MTS Communications Inc. will consider qualifications and whether the employee has satisfactory work performance. Seniority as per Article 12 of the Collective Agreement shall govern in the event the number of available resources exceeds the staffing requirement.  
  
MTS Communications Inc. reserves the right to reject applications for out of province employment or leave of absence requests to work for a designated Company out of province, where an employee's release will negatively impact on the provision of customer service, or result in relocation or other additional expenses to the Company. Further, where applicable, an employee will be required to pass a mandatory drug test paid for by the Company. Notwithstanding Article 12 of the Collective Agreement, it is understood by the Union that the final hiring decision for all out of province employment rests with the customer.
4. Employees granted a leave of absence for the purpose of working for said designated companies shall, during the term of said leave of absence, continue to accrue seniority and benefit service as if they had remained an employee of MTS Communications covered by the Collective Bargaining Agreement.
5. It shall be a term of the Letter of Understanding that the employees provide to the designated Company, an irrevocable assignment of wages in the amount of the regular monthly dues in favour of the Union.
6. Subject to Section II, it shall be a term of out of province employment, that the employee completes the entire term of employment.

7. The rights to the leave of absence and to accrue seniority and benefit service as aforesaid shall only apply while the employee is actively employed by said designated Company.
8. Where an employee is participating in out of province employment, he/she shall be eligible during the period of the out of province employment to bid on vacancies within MTS Communications Inc. which take effect at the conclusion of his/her out of province employment.
9. The Union will be provided with a summary of all employees participating in out of province employment, listing the location, the commencement date and the expected duration of the out of province employment as well as the employees mailing address and contact phone number.
10. Upon completion of the out of province employment, the employee shall be returned to the same classification and the same headquarters he/she was at the time the out of province employment commenced.
11. During a layoff within MTS Communications Inc., employees participating in out of province employment who would otherwise be laid off under the terms of the Collective Agreement shall be served notice of layoff, but may continue working on the out of province employment for a period of two (2) months into their twelve (12) month recall period. The twelve (12) month recall period shall be deemed to have commenced upon the expiration of the layoff notice.
12. Personal Leave Days shall be pro-rated to reflect time spent working out of province.
13. The Company reserves the right to pay out to an employee any banked overtime accrued while working out of province, as well as accrued vacation relating to the preceding vacation year, upon an employee permanently returning home from the out of province employment.
14. This Agreement shall not apply as to permit the assignment or transfer of employees to the new telecommunications Company, which is being referred to on an interim basis as "NewCo" which will offer telecommunications services in Alberta and British Columbia.

March 1, 1999

Confidential

Mr. David Nyhof  
Business Manager  
IBEW Local 435  
26A - 1313 Border Place  
Winnipeg, Manitoba  
R3H 0X4

Dear Mr. Nyhof:

RE: Out of Province Employment

This will serve to confirm the understanding between MTS Communications Inc. and the IBEW Local 435 with respect to terms and conditions of out of province employment.

The parties agree that MTS Communications Inc. or designated companies providing opportunities for employees of MTS Communications Inc. to work outside of Manitoba shall guarantee to provide the following terms and conditions of employment:

1. Except to the extent as otherwise provided for herein, MTS Communications Inc., or a designated Company shall provide terms and conditions identical to those set out in the Collective Agreement between MTS Communications Inc. and the IBEW.
2. Out of province employment opportunities shall be advertised by way of a Letter of Intent. Out of province Letters of Intent shall be posted for a minimum of five (5) working days and shall contain the following information:
  - The classification(s) required.
  - The number of employees required.
  - Qualifications.
  - The worksite to which the employees will be employed.
  - The approximate date on which the employees are required and the estimated length of time that the employees will be employed out of province.
  - A brief description of any special features or arrangements.
  - Such other information and details as may be relevant and available.

In urgent circumstances requiring immediate attention, the parties agree to waive the Letter of Intent process and fill the requirement expeditiously through an employee canvass.

Industrial Relations  
Manitoba Telecom Services Inc.  
Rm B101A, 1st Floor  
489 Empress Street  
Winnipeg, Manitoba R3C 3V6  
Telephone: (204) 941-5437  
Fax: (204) 779-7227

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3. Hours of work shall apply as follows:
  - The regular weekly hours of work for employees employed out of province will be forty (40). Overtime for employees working outside Canada will be compensated at the rate of time and one half. Employees working out of province within Canada shall be compensated for overtime at a rate of double time.
  - While employed out of province, an employee's days of rest may not be scheduled on a consecutive basis.
  - Employees are not eligible to use Personal Leave Days (PLDs) while employed out of province except to cover unpaid time off.
  
4. An employee participating in out of province employment will receive a per diem of \$50.00 per day payable in US funds when the employment is outside Canada. At the employees' option, these funds may be converted to the applicable currency. At the Company's discretion, should local conditions necessitate, an employee may receive a per diem in excess of \$50.00 per day.

Appropriate lodging shall be provided to employees for the duration of the out of province employment. Appropriate lodging shall be defined as shared accommodations except in cases of single employee assignments or where an employee agrees to pay the additional cost of single accommodations.
  
5. An employee will be entitled to receive straight time pay to a maximum of 10 hours for trips within North America and to a maximum of 14 hours for trips outside North America for the actual hours spent travelling on the initial trip to the location of the out of province employment and for the last trip home upon completion of the out of province employment. The airfare to cover the cost of the initial trip to the location and the last trip home shall be paid for by the Company. All other non-work related travel costs shall be borne by the employee.
  
6. Work-related transportation during the out of province employment will be provided by the Company.
  
7. Employees employed out of province will observe general holidays in the following manner:
  - Where a general holiday is observed on the same day as it otherwise would be in the employee's normal headquarters, then the MTS Communications Inc. holiday will be recognized and observed on that day.
  - Where a MTS Communications Inc. holiday is recognized during an employee's out of province employment, but is observed at a different time, the employee shall observe the holiday on the same day it is recognized out of province.
  - Where there is no commonality between MTS Communications Inc. holidays and general holidays recognized out of province, MTS Communications holidays may be substituted for general holidays recognized out of province, or accumulated and taken at a mutually agreeable time when the employee returns to his/her headquarters. Substitution of Company holidays for general holidays, recognized out of province, are subject to agreement between the employee and the Company.
  
8. An employee employed out of province but within North America shall be entitled to one (1) unpaid week off upon the completion of every six (6) consecutive weeks of work. An employee employed outside North America shall be entitled to one (1) unpaid week off upon the completion of three (3) consecutive months of work. For this unpaid week off, an employee may either schedule vacation or utilize Personal Leave Days where applicable.

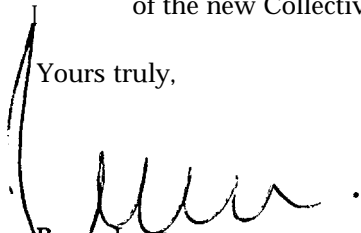
In conjunction with this unpaid week off, an employee shall be entitled to receive return airfare home. Either the employee, his/her spouse, or a dependant may use the airfare.

An employee may receive boarding pursuant to this Letter of Understanding during an unpaid week off in lieu of an equivalent return airfare. Should an employee elect this option, lodging will be made available by the Company.

9. In the case of a personal emergency requiring the employees' immediate attention at home, the Company shall pay the cost of return airfare. Each case shall be dealt with on an individual basis.
10. Employees are expected to receive regular medical and dental services prior to being employed out of province or during scheduled trips home. While employed out of province, employees shall be eligible for prescription medication and emergency medical and dental services at no additional cost beyond what they would have paid in Manitoba.
11. Except where Section 5 of this Letter of Understanding applies, all non-work-related travel shall be on the employee's own time.
12. Article 7 - Differentials, of the present Collective Agreement shall not apply to employees working out of province.
13. The designated companies shall provide for the resolution of disputes with respect to terms and conditions of employment under the same jurisdiction and using the same process as outlined in the Collective Agreement between MTS Communications Inc. and the IBEW.

Note: The above terms and conditions are applicable to new assignments only, do not apply to existing commercial contracts with customers, and shall take effect upon the ratification of the new Collective Agreement.

Yours truly,



Bryan Luce  
Director Industrial Relations

**VOLUNTARY TERMINATION INCENTIVE PROGRAM  
ONE-TIME SPECIAL WINDOW**

**This one-time special VTIP window shall only be offered once during the life of the Collective Agreement.**

**Employees who become eligible under categories 1, 2 or 3 in the calendar year in which this one-time special window is open shall be eligible to apply. All applications shall be subject to approval by the Company.**

*ok*

Category	Description
1	• age 55 or greater, plus years of service is equal to or greater than 80
2'	• age 55 or greater, plus 10+ years of service with age plus service less than 80
3	• age less than 55, however, age plus service is equal to or greater than 80
4	• all other regular full or regular part-time employees

If you are in Category 1 or 2, you will receive your pension along with a lump sum payment.

If you are in Category 3, you will receive a Bridging Allowance and a 26 week lump sum payment, or a lump sum payment of up to a maximum of 65 weeks.

If you are in Category 4 you will receive a Termination Allowance based on your years of service. Individuals in both Categories 3 and 4 are also eligible for a deferred Pension in accordance with the MTS Pension Plan.

Category	Voluntary Termination Incentive
1	<ul style="list-style-type: none"> <li>• Pension entitlement.</li> <li>• The greater of a 26 week lump sum payment or 2 weeks per year of service up to a maximum of 52 weeks (lump sum).</li> </ul>
2	<ul style="list-style-type: none"> <li>• Pension entitlement.</li> <li>• The greater of a 26 week lump sum payment or 2 weeks per year of service up to a maximum of 52 weeks (lump sum).</li> </ul>
3	<ul style="list-style-type: none"> <li>• Bridging allowance;</li> <li>• Deferred pension;*</li> <li>• 26 week lump sum payment.</li> </ul> <p style="text-align: center;">- or -</p> <ul style="list-style-type: none"> <li>• Deferred pension;</li> <li>• 2 weeks per year of service up to a maximum of 65 weeks (lump sum).</li> </ul>
4	<ul style="list-style-type: none"> <li>• Deferred pension."</li> <li>• Termination allowance - 2 weeks per year of service up to a maximum of 65 weeks (lump sum).</li> </ul>

Note: Voluntary Termination Incentives will be pro-rated for regular part-time employees.

\* If service is greater than 2 years.

**REGULAR VOLUNTARY TERMINATION INCENTIVE PROGRAM  
INCENTIVE AMOUNTS AND CATEGORIES**

<b>Category</b>	<b>Description</b>
<b>1</b>	• age 55 or greater, plus years of service is equal to or greater than 80
<b>2</b>	• age 55 or greater, plus 10+ years of service with age plus service less than 80
<b>3</b>	• age less than 55, however, age plus service is equal to or greater than 80
<b>4'</b>	• all other regular full or regular part-time employees

### Highlights

If you are in Category 1, 2 or 3 you will receive your pension or a Bridging Allowance, along with a lump sum payment.

If you are in Category 4 you will receive a Termination Allowance based on your years of service. Individuals in both Categories 3 and 4 are also eligible for a deferred Pension in accordance with the MTS Pension Plan.

<b>Category</b>	<b>Voluntary Termination Incentive</b>
<b>1</b>	<ul style="list-style-type: none"> <li>• Pension entitlement</li> <li>• 26 week lump sum payment</li> </ul>
<b>2</b>	<ul style="list-style-type: none"> <li>• Pension entitlement</li> <li>• 26 week lump sum payment</li> </ul>
<b>3</b>	<ul style="list-style-type: none"> <li>• Bridging allowance</li> <li>• Deferred pension</li> <li>• 26 week lump sum payment</li> </ul>
<b>4</b>	<ul style="list-style-type: none"> <li>• Deferred Pension*</li> <li>• Termination allowance - two weeks per year of service up to a maximum of 65 weeks</li> </ul>

Note: Voluntary Termination Incentives will be pro-rated for regular part-time employees.

\* If service is greater than 2 years.

**WAGE SCHEDULE I**  
**39.23 HOURS PER WEEK**  
**Effective February 1, 1999**

<b>GENERAL APPRENTICE</b>		
Wage Step	Hourly Rate	Weekly Rate
1	11.93	468.00
2	12.77	500.95
3	13.47	528.45
4	14.12	553.95

<b>TECHNICIAN (LINE /CABLE, CENTRAL OFFICE, EQUIPMENT INSTALLER, FIELD SERVICE)</b>		
Wage Step	Hourly Rate	Weekly Rate
1	14.87	583.35
2	15.66	614.35
3	16.46	645.75
4*	17.29	678.30

\* Criteria Required for Progression (Maximum for Technician 3)

5	18.27	716.75
6	19.09	748.90
7*	19.92	781.45

\* Criteria Required for Progression (Maximum for Technician 2)

8	20.82	816.75
9#	21.66	849.70
10	22.48	881.90

(Maximum for Technician 1)

# Maximum for Lineman Class A and Electrician

- Note:**
1. The time interval for each step of Wage Schedule I shall normally be six (6) months.
  2. Wage progression to pay steps 5 and 8 will be contingent upon the employee meeting the criteria prescribed in Appendix A of the Craft Classification Program.