

AGREEMENT

between

MTS, MTS Communications Inc.

&

**The Communications, Energy and
Paperworkers Union of Canada (CEP)**

(Representing Clerical Employees)

December 19th 2004 to December 19, 2007

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Bold print throughout the Collective Agreement denotes revisions

ARTICLE 1 – RECOGNITION AND SCOPE

- 1.01 MTS and MTS Communications Inc. recognize the Union as the sole and exclusive Collective Bargaining Agent for all employees of MTS, and MTS Communications Inc., who are both employed in its operations in the Province of Manitoba, and covered by Certificate No. 555-3860. Any new classifications created during the term of this Agreement which fall within the scope of said Agreement shall be added to Appendices attached to and forming part of the Agreement. Employees who are excepted from this Agreement are:
- (a) Those covered by Certificate No. 555 3948.
 - (b) Those covered by Certificate No. MLB-4066.
 - (c) Those excluded by the Canada Labour Code (the “Code”).
 - (d) All other employees of MTS **Media Inc.**
- 1.02 Without limiting the generality of the foregoing, it is agreed and understood that those persons excluded from The Code include persons in all classifications and positions listed in Schedule A of the current Collective Agreement between CEP and MTS, and MTS Communications Inc.
- 1.03 The words “employee” or “employees” where herein used shall mean any person or persons covered by this Agreement.
- 1.04 MTS, MTS Communications Inc. shall treat all employees covered by this Agreement in a just and reasonable manner, consistent with the terms of this Agreement.
- 1.05 The Union recognizes the right of MTS, MTS Communications Inc. to refuse to discuss those matters which may be considered Union business with any person unless MTS, MTS Communications Inc. has been officially notified of the individual’s authority as a Union Representative
- 1.06 The Union agrees that those employees coming under its jurisdiction should abide by all terms of this Agreement.

ARTICLE 2 – NO DISCRIMINATION

- 2.01 In compliance with the Canadian Human Rights Act, MTS, MTS Communications Inc., and the Union agree that they will not discriminate against any employee covered by this Agreement by reason of their race, ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted.
- 2.02 MTS, MTS Communications Inc., and the Union recognize the need to achieve equality in the workplace and that each employee has the right to dignity, respect and fair treatment. Giving effect to the principle of equal opportunity in employment for women, aboriginal people, visible minorities and persons with a disability, means more than treating persons in the same way and requires remedial/support measures and the reasonable accommodation of differences.
- The Union agrees to provide representation to the Employment Equity Committee.
- 2.03 MTS, MTS Communications Inc., and the Union agree that they will not discriminate against any employee covered by this Agreement by reason of their Union membership.
- 2.04.1 It is recognized by MTS, MTS Communications Inc. and the Union that the problem of sexual harassment may exist. However, MTS, MTS Communications Inc. and the Union agree that sexual harassment will not be tolerated in the workplace.
- .2 Where an employee is of the opinion that they are being sexually harassed by another employee, the employee may forward a written complaint directly to the **Executive Vice President Human Resources** marked “Personal and Confidential”.
 - .3 The **Executive Vice President Human Resources** will endeavor to resolve the matter in an expeditious and confidential manner.

- .4 In cases where sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is harassed will not be transferred against their will.
- .5 Where the **Executive Vice President Human Resources** determines that a complaint has been made for frivolous, or vindictive reasons, the **Executive Vice President Human Resources** shall have the authority to take whatever disciplinary action is necessary.
- .6 The employees concerned will have the right to appeal the decision made by the **Executive Vice President Human Resources** in one of two ways: by arranging a meeting directly with the **Executive Vice President Human Resources**, or by contacting the National Representative of their Union who shall arrange a meeting with the **Executive Vice President Human Resources** to resolve the appeal quickly and in all confidence.

ARTICLE 3 – DEDUCTION OF UNION DUES

- 3.01 MTS, MTS Communications Inc. agrees upon written request of the National Union to deduct an amount equivalent to regular Union Dues, excluding initiation fees, assessments, or special levies from the wages earned by all employees in the bargaining unit affected by this Agreement. The dues deducted shall be paid to the Secretary Treasurer of the Communications, Energy and Paperworkers Union of Canada (CEP) within three (3) weeks of the date of deduction, accompanied by a list of employees, and the amount of dues deducted.
- 3.02 Except where Section 70(2) of The Canada Labour Code, Part I applies, MTS, MTS Communications Inc., will pay the amounts so deducted to the Union on whose behalf the deductions will be made.
- 3.03 The Union agrees to indemnify and save MTS, MTS Communications Inc. harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by MTS, MTS Communications Inc.
- 3.04 The Union shall inform MTS, MTS Communications Inc., from time to time of the regular bi-weekly membership dues payable by a member of the Union and of the amount to be deducted under Part I, Section 70(1) of The Canada Labour Code from the wages of employees in the unit affected by the Collective Agreement who are not members of the Union.
- 3.05 The provisions of this Article do not abridge or otherwise affect the right of MTS, MTS Communications Inc. to dismiss, release or transfer any Probationary or Term employee.

ARTICLE 4 – UNION REPRESENTATION AND RECOGNITION

- 4.01 MTS, MTS Communications Inc. 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. **MTS, MTS Communications Inc. agrees to advise the Union of all newly hired employees in their jurisdiction. MTS, MTS Communications Inc., further agrees that the Local President or designate shall be provided a maximum of 15 minutes to meet with a new employee(s) during their probationary period. It is agreed and understood that the purpose of such a meeting shall be for the Local President or designate to introduce herself/himself and provide the employee with a copy of the Collective Agreement. All arrangements for this purpose shall be made through Labour Relations.** Upon written consent of the employee, all name, address, and/or telephone number changes submitted by the employee to the Company will be forwarded to the National Office.
- 4.02 The Union agrees to notify Labour Relations in writing within fifteen (15) working days of any changes in Union personnel. In addition, the Union will forward a complete list of Shop Stewards to Labour Relations on a quarterly basis, commencing January 1st of each year.

- 4.03** MTS, MTS Communications Inc. agrees to provide either bulletin boards or clearly delineated space on existing bulletin boards for the use of the Union for the purpose of posting official Union information relating to business affairs, meetings and social events, provided the information does not contain anything that is adverse to the interests of the employer. MTS, MTS Communications Inc. maintains the right to remove any posting that is deemed adverse to the interests of the employer. MTS, MTS Communications Inc., through Labour Relations, agrees to notify the Union of the removal of any postings.
- 4.04** MTS, MTS Communications Inc. agrees that access to its premises shall be allowed to the National Representative of the Union for the purpose of business connected with the Union, providing such privilege does not interfere with the operations of the Department concerned and prior approval has been obtained from the Labour Relations Department. This permission will not be unreasonably withheld.
- 4.05** MTS, MTS Communications Inc. agrees to provide for lost wages for members of the Union's bargaining committee, excepting Full-time officers of the Union, for the purposes of attending negotiations with MTS, MTS Communications Inc. up to the expiry date of the Collective Agreement.
- 4.06** MTS, MTS Communications Inc., agrees to notify the Union of incumbents who move from out of scope positions into the CEP bargaining unit and bargaining unit employees who are acting in out of scope assignments in excess of three (3) calendar months.
- 4.07** MTS, MTS Communications Inc. will notify the Union of those employees covered by this Collective Agreement who have separated from MTS, MTS Communications Inc., or are on a Leave of Absence.

4.08 Employees Working in Their Home

Where MTS, MTS Communications Inc. initiates ongoing work in an employee's home, the Union shall be notified at least twenty (20) working days prior to implementation.

MTS, MTS Communications Inc. and the Union agree to meet and discuss the method to be used to select employees for the work at home initiative.

The Union will be provided with the names, job titles, addresses and published phone numbers of participating employees as well as the full particulars of the assignment.

On a quarterly basis, the Union will receive the names, addresses, published phone numbers and job titles of all employees working in their home.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01** The Union acknowledges that it is the exclusive function and responsibility of MTS, MTS Communications Inc. to manage its affairs, to direct its working forces, to hire, classify, promote, demote, transfer, layoff, discipline, suspend and discharge any employee; to increase or decrease its working force; to reorganize, close or disband any Department or section thereof from time to time as circumstances and necessity may require; and to maintain order, discipline and efficiency. All matters concerning the operation of MTS, MTS Communications Inc., business not specifically dealt with in this Agreement shall be reserved to the Management and be its exclusive responsibility.
- 5.02** It is understood that the exercise of the foregoing Management Rights by MTS, MTS Communications Inc. shall be subject to provisions of this Agreement.
- 5.03** MTS Communications Inc. does not expect or intend Managers Operator Services, Assistant Managers Operator Services and those of a higher supervisory capacity to do the work which is normally performed by Operators. However, occasions will arise such as in training, maintenance of operating skills, experimentation purposes, and emergency situations, when in the judgement of MTS Communications Inc., the Managers Operator Services, Assistant Managers Operator Services and those in a higher supervisory capacity must perform Operator's work. These conditions should be considered exceptions and not normal operating practices.

ARTICLE 6 – DEFINITIONS

- 6.01** Regular Full-time Employee – means an employee who works the basic weekly hours of work and whose employment is expected to continue indefinitely.
- 6.02** **Clerical Regular Part-time Employee** – **employees who are required to work between 49 and 72.5 hours** in a pay period on a predetermined, regular, recurring basis, whose hours are not directly affected by daily or weekly service requirements or workload, and whose employment is expected to continue indefinitely. **Hours of work, tours of work and days of work may fluctuate and vary.** Regular Part-time employees are entitled to receive the same or pro-rated benefits of a Regular Full-time employee.
- 6.03** Clerical Part-time Employee – an employee who is normally required to work less than fifty (50) hours in a pay period 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.
- 6.04** Part-time Operator – an employee who normally works less than the basic weekly hours required of a Regular Operator and which may be:
1. scheduled;
 2. non-scheduled.
- Note:** Due to the conditions of their employment, Clerical Part-time and Part-time Operators are not entitled to receive the same benefits as a Regular Full-time employee. Those benefits which are applicable, will be identified as such in this Agreement. Other benefits not covered by the Collective Agreement are governed by their respective plan documents and/or applicable regulations. This Note is not intended to reduce existing benefits presently given to Part-time employees.
- 6.05** Term Employee – an employee who works the basic weekly hours and who is:
1. Engaged to fill a temporary vacancy in the regular staff, or
 2. Engaged for seasonal work, or
 3. Engaged for a specific project or a limited period, with the definite understanding their employment is to terminate upon completion of the project or at the end of the period.
- Note 1:** Term employment may be terminated at any time due to a reduction of workload or completion of a project, as indicated on the Term Employment Acknowledgment Form 1126.
- Note 2:** MTS, MTS Communications Inc. agrees to notify the Union of Term employment that exceeds nine (9) months duration.
- 6.06** Probationary Employee – means a new employee engaged for a probationary period not to exceed six (6) **calendar months service** to determine suitability for engagement as a Regular Full-time, **and six (6) accumulated months service for engagement as a** Clerical Regular Part-time, Clerical Part-time or Part-time Operator.
- 6.07** Headquarters – are defined as the city, town, or village where an employee is regularly assigned to work.
- 6.08** Basic Hours of Work – means the normal hours of work per day and the normal days of work per week as established in the Hours of Work Articles of this Agreement.
- 6.09** Clerical Tour of Duty – means the period of time, not exceeding the basic hours of work per day which an employee is scheduled to work on any day.
- 6.10** Operator Tour – means the scheduled period of work for an employee on any working day including relief periods but excluding the meal period.
- 6.11** Session – means one-half the duration of a continuous tour or that part of the non-continuous tour which is unbroken by a meal period or longer interval. A session, however, may include a relief period.

- 6.12** (a) Essential Qualifications – shall be defined as those basic “must have” qualifications (ie: primary qualifications) consistent with job functions and contents that an employee must bring to a position. An employee possessing the essential qualifications will be provided normal training to allow them to meet the full requirements of the position.
- (b) Qualifications – shall be defined as both the essential qualifications (ie: primary qualifications) and secondary qualifications of the job consistent with job functions and contents that an employee must bring to the position. An employee possessing the qualifications will be provided the normal training to allow them to meet the full requirements of the position.
- 6.13** Classification – refers to a specific wage grade in accordance with Wage Schedules 1 and 2. Wage Schedule 1 includes wage grades 1 - 9 and Wage Schedule 2 includes the Operator, Junior Service Assistant, and Service Assistant positions for Operator Services Employees.
- 6.14** Job Title – refers to a specific position and job number.
- 6.15** Location – refers to city, town or village.
- 6.16** MTS Group of Companies - “means Manitoba Telecom Services Inc. (MTS), MTS Communications Inc., and MTS **Media** Inc.”.

ARTICLE 7 – SERVICE & SENIORITY

- 7.01.1** Net Credited Service – an employee's Net Credited Service date is established when the employee entered or re-entered the service of MTS, MTS Communications Inc. as a Regular Full-time employee. The NCS date will be used for purposes of annual vacations and sick leave benefit accumulation.
- .2 The NCS date will not change for reasons of absence covering the following areas:
- (a) Sick Leave – Paid or unpaid.
 - (b) Maternity Leave – Paid or unpaid up to a maximum of seventeen (17) weeks.
 - (c) Parental Leave – Paid or unpaid up to a maximum of thirty-seven (37) weeks.
 - (d) Union Leave.
 - (e) Layoff up to and including one hundred and twenty (120) days.
 - (f) For each occurrence of an authorized unpaid Leave of Absence, up to and including thirty (30) days.
 - (g) Company initiated Leave of Absence such as Educational Leave.
 - (h) Military Leave or for National Defence purposes.
- .3 The NCS date will be revised for reasons of absence for the amount of time in excess of the following time periods:
- (a) Periods of layoff in excess of one hundred and twenty (120) days.
 - (b) Employee initiated non-paid Leave of Absence in excess of thirty (30) days.
 - (c) Each suspension of over five (5) days.
- .4 NCS 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 work following a Leave of Absence.
 - (c) Rejects an offer of work in response to a final recall notice following a layoff.
- .5 Re-engagement following a break in service starts a new period of Net Credited Service (NCS).
- .6 A Regular employee will be allowed to accumulate separate periods of Regular or Term service (bridge) 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) The 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 predate 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.

.7 Accumulation Account – An employee's Accumulation Account, established as of July 1, 1986, includes the following:

- (a) All Regular hours worked (excluding overtime), from July 1, 1986, as a Regular, Term, Casual/Part-time employee on the following basis:
 - (i) Operator Services – Thirty-five (35) hours worked will equal seven (7) days for accumulation purposes. A Part-time employee who works a six (6) hour evening shift will be credited with seven (7) hours work for the purpose of this formula.
 - (ii) Clerical – Thirty-six and one quarter (36.25) hours worked will equal seven (7) days for accumulation purposes.
- (b) All Regular Full-time, Regular Part-time and Term service prior to July 1, 1986, provided there has been no break in service.
- (c) Any previous Full-time service that qualifies under the bridging rules will be credited to the Accumulation Account when the conditions outlined under the bridging rules are met.
- (d) The Accumulation Account will be used to establish a NCS date upon reclassification to Regular.

7.02 Seniority

Seniority – is utilized for vacation selection, tour scheduling and to the extent outlined within this Collective Agreement.

7.03 Seniority – Regular Full-time

- .1 The employee's seniority date is based on their NCS date less any deductible absence as outlined in Article 7.03.2.
- .2 An out of scope employee may revert back into the bargaining unit and shall be credited with all previous in-scope seniority, plus up to three (3) calendar months during any twelve (12) month period for time spent out of scope. Time spent out of scope in excess of three (3) calendar months shall not be credited. Upon return, an employee shall not receive credit for further seniority until they have been back for a period of in-scope employment equal to the period of out of scope employment in excess of three (3) calendar months, or twelve (12) months, whichever period is shorter. At the completion of this period, an employee will receive credit for seniority accrued since their return to the Bargaining Unit, which will be bridged to all previous seniority.

Note 1: Any credit for time spent out of scope will be limited to those employees in acting assignments only.

Note 2: Time worked in positions listed in Schedule A of this Agreement shall be included for seniority up to September 10th 1999. Effective September 10th 1999, all time worked in Schedule A positions of this Agreement for seniority purposes shall be frozen and shall not accrue further.

Note 3: The Union shall receive a copy of all seniority adjustments for out of scope assignments in excess of three (3) calendar months.

- .3 A seniority list on a Union wide basis, shall be posted annually on **INFOZONE** by February 1st and shall include the employee's name, job title and seniority date. **A paper copy of the seniority list will continue to be posted on the bulletin board in Winnipeg and Brandon Operator**

Services. A copy of the seniority list shall be forwarded to the Union. Protests shall be limited to the period of time since the seniority list was last posted and must be submitted in writing to the employee's **Human Resource Consultant** within sixty (60) days of posting. Such protests must include the corrected date as well as substantiating evidence to support the correction. If no protest is lodged by an employee within sixty (60) days of posting, the seniority list shall be deemed to be correct.

Corrections will be posted within one hundred and twenty (120) days of the posting of the original seniority list on all MTS, MTS Communications Inc. bulletin boards throughout the Province and a copy will be sent to the Union.

7.04 Seniority – Regular Part-time

- .1 The employee's seniority number is based on their NCS date as of July 1, 1986, converted to actual years, weeks and days and/or all regular hours worked after July 1, 1986.
- .2 A seniority list on a Union wide basis, for Regular Part-time employees will be updated and posted on **INFOZONE** every four (4) months, beginning February 1 and shall include the employee's name, job title and seniority number. **A paper copy of the seniority list will continue to be posted on the bulletin board in Winnipeg and Brandon Operator Services.** A copy of the seniority list shall be forwarded to the Union. A copy of the seniority list shall be posted on all MTS, MTS Communications Inc. bulletin boards throughout the Province. Protests shall be limited to the period of time since the seniority list was last posted and must be submitted in writing to the employee's **Human Resource Consultant** within sixty (60) days of posting. Such protests must include the corrected seniority number as well as substantiating evidence to support the correction. If no protest is lodged by an employee within sixty (60) days of posting, the seniority list shall be deemed to be correct.
- .3 Any corrections shall be posted on the next updated seniority list.
- .4 Should a Regular Part-time employee change status to Regular Full-time, they shall be credited with all time in their Accumulation Account for purposes of seniority.

7.05 Seniority – Casual Part-time and Term

- .1 The employee's seniority number is based on their last date of entry into MTS, MTS Communications Inc. prior to July 1, 1986, converted to actual years, weeks and days and/or all regular hours worked after July 1, 1986.
- .2 A seniority list on a Union wide basis, for Term and Part-time employees will be updated and posted on **INFOZONE** every four (4) months and shall include the employee's name, job title, Accumulation Account and seniority number. **A paper copy of the seniority list will continue to be posted on the bulletin board in Winnipeg and Brandon Operator Services.** A copy of the seniority list shall be forwarded to the Union. A copy of the seniority list shall be posted on all MTS, MTS Communications Inc. bulletin boards throughout the Province. Protests shall be limited to the period of time since the seniority list was last posted and must be submitted in writing to the employee's **Human Resource Consultant** within sixty (60) days of posting. Such protests must include the corrected seniority number as well as substantiating evidence to support the correction. If no protest is lodged by an employee within sixty (60) days of posting, the seniority list shall be deemed to be correct.
- .3 Any corrections shall be posted on the next updated Seniority List.
- .4 Should a Term or Part-time employee change status to Regular Full-time or Regular Part-time, they shall be credited with all the time in their Accumulation Account for purposes of seniority.
- .5 For the purposes of determining seniority amongst Part-time and Term employees, the seniority number shall be the determining factor, not the Accumulation Account.
- .6 If a Part-time or Term employee moves to Full-time and once again returns to Part-time, their seniority for Part-time purposes will be their original Part-time seniority number (prior to going Full-time) adjusted by hours worked as a Full-time employee.

- .7 When a reduction in workload results in Term Operators being reclassified or terminated in an office, the junior Term Operator according to the date of hire/reclassification to Term shall be the first to be reclassified or terminated.

Note: Term employees who were previously classified as Part-time without a break in service will have the right to be reclassified to Part-time status.

7.06 Change of Status – Sick Benefits

.1 Casual Part-time to Regular

On the date the employee changes status, sick leave benefits will be credited based on the date of reclassification and the newly established NCS date.

Example:

Accumulation Account - 3 years, 26 weeks

Change of Status - January 1, 1988

Newly Established NCS – June 17th, 1984 (approx. date)

4th year of service – 12 full days sick accumulation

Subsequent accumulation will be based on the anniversary of the NCS date in accordance with Article 22.02 as a Regular employee.

.2 Term to Regular

On the date the employee changes status to Regular, sick leave benefits will be credited based on the date the employee became Term and the newly established NCS date on a pro-rated basis.

Subsequent accumulation will be based on the anniversary of the NCS date in accordance with Article 22.02.

Note: Clerical Part-time, Part-time Operators and Term employees who change status to Regular Full-time following September 10th 1999, shall receive sick leave credits in accordance with Article 7.06 up to September 10th 1999. For greater clarification, a Part-time employee's Accumulation Account (AA) up to September 10th 1999 shall be used for the retroactive sick leave credit calculation pursuant to Article 7.06 as follows:

Example:

Part-time employee change to RFT status as of November 1, 2000:

AA up to September 10th 1999 (7.06): 3 years/26 weeks = 4th year of service = 12 credits

AA following September 10th 1999: 1 year/00 weeks = 12th month of service = 9 credits

Retroactive credits (7.06) = 12 credits = current accrual = 9 credits = 21 sick leave credits**

Accrual from September 10th 1999 forward.

** Assumes no usage of sick leave credits from September 10th 1999.

7.07 Change of Status – Vacation Credits

.1 Casual Part-time to Regular

Vacation credits for the vacation year following the year in which the employee changes status will be based on the date of reclassification and the newly established NCS date on a pro-rated basis as per the following example:

Example:

Accumulation Account – 3 years, 26 weeks

Change of Status Date – January 1, 1988

Newly Established NCS – June 17th, 1984 (approx. date)

4th year of Service – 15 days

Calculation for 88/89 vacation year

4 months x 15 days = 5 days vacation credits

12 months

Accumulation for subsequent years as a Regular employee would be based on the NCS date in accordance with Article 17.

.2 Term to Regular (employees with previous credited service prior to reclassification to Term)

Vacation credits for the vacation year following the year in which the employee changes status will be based on the date the employee reclassified to Term and the newly established NCS date on a pro-rated basis.

Vacation credits for employees hired as Term without previous credited service will be based on their date of entry into MTS, MTS Communications Inc. (NCS).

Vacation credits for subsequent vacation years will be based on the established NCS date in accordance with Article 17.

7.08 Net Credited Service/Seniority

When an employee resigns from the employment of one of the MTS Group of Companies to accept a new position within another MTS Company, their Net Credited Service/Seniority shall be recognized by the receiving MTS Company. When a Part-time or Term employee resigns to accept a new position within another MTS Company, their Accumulation Account and Seniority Number shall be recognized.

ARTICLE 8 – LAYOFF

For the express purposes of this Article only, MTS, MTS Communications Inc., shall be referred to as “the Company”.

These provisions do not apply to employees in positions listed in Schedule A.

In the event of a lack of work situation in the Company that would result in a staff reduction, any employee in an affected position will be considered to have returned to their normal position for the purpose of bumping. For the purposes of this Article, Occupational Group shall mean Operator Services employees or Clerical employees. The most junior employee in an affected job(s) in a location(s) would be declared surplus. The following provisions would apply to such employee:

8.01 Bumping Rights - employees who are bumped under the following provisions will be considered to be declared surplus for the purposes of this Article. Employees shall be entitled to one (1) bump which shall be the first (1st) available bump applicable to that employee, subject to the following conditions:

- (i) If the most junior employee in any of the bumps outlined in 8.01.1, .2, .3, .4 and .5 below is in a same or lower rated position, the declared surplus employee must meet the “essential qualifications” of the job as defined in Article 6, in order to qualify to displace that most junior employee.
- (ii) If the most junior employee in any of the bumps outlined in 8.01.1, .2, .3 and .4 below is in a higher rated position, the declared surplus employee must meet the “qualifications” of the job as defined in Article 6, in order to qualify to displace that most junior employee.
- (iii) Declared surplus employees who do not meet the necessary criteria to bump the most junior employee in their first (1st) available bump as set out in Article 8.01, shall have no further bumping rights under Article 8.01 and shall be placed on location layoff, unless as a last resort prior to layoff they elect to bump to Part-time status in accordance with 8.01.6.

Except where location protection is available, bumping shall be available in sequential order as set out below:

- 8.01.1** First – employee declared surplus bumps the most junior employee in the location who is in the same Occupational Group.
- .2** Second – employee declared surplus bumps the most junior employee in the location.
- .3** Third – employee declared surplus bumps the most junior employee in the Company who is in the same Occupational Group providing the surplus employee has at least one (1) year seniority. The Company will pay relocation expenses on bump and return.
- .4** Fourth – employee declared surplus bumps the most junior employee in the Company providing the surplus employee has at least one (1) year seniority. All relocation and return costs will be borne solely by the employee.
- .5** This section is only applicable to those employees who were on the payroll as of April 10, 1996, and its purpose is intended to provide a bridge for existing employees to bump outside of the Company:

An employee declared surplus within the Company as a result of the completion of the fourth bumping step (8.01.4), shall have the right to bump the most junior employee in a same or lower rated position covered by a CEP Collective Agreement, outside the Company and within, and MTS **Media** Inc., Province-wide, provided they meet the essential qualifications of the job and can do the job with minimal training and job experience not to exceed four (4) weeks. All relocation and return costs will be borne solely by the employee.

Where an employee is eligible to bump pursuant to Article 8.01.5 above, the employee shall be entitled to those rights contained in Articles 8.08, 8.09, and 8.10 only as they pertain to MTS, MTS Communications Inc.

Notes:

- (a) It is understood that Term, Clerical Part-time, Part-time Operators and probationary employees (new hires) may be employed during the bumping process and when regular employees are laid off subject to the following:
 - (b) Term employees in an affected job title and location, who were not previously classified as Part-time, will be released prior to the most junior Regular Full-time employee in the same affected job title and location being laid off. Term employees in an affected job title and location who were previously classified Part-time without a break in service, will revert to Part-time status prior to the most junior Regular Full-time employee in the same affected job title and location being laid off.
 - (c) Probationary employees (new hires) shall be laid off where Regular employees can qualify for their positions in accordance with Article 8.01.
 - (d) For the purposes of bumping, Regular Full-time employees shall bump amongst other Regular Full-time employees and Regular Part-time employees shall bump amongst other Regular Part-time employees pursuant to the above noted bumping provisions.
 - (e) Where employees meet the necessary criteria for bumping in Article 8.01.1 through to 8.01.4 inclusive, they will be provided the normal training to allow them to meet the full requirements of the position.
 - (f) Employees who meet the necessary criteria for bumping in Article 8.01.5 must then be able to do the job with minimal training and job experience not to exceed four (4) weeks as noted above.
 - (g) Where employees cannot satisfactorily meet the full requirements of the position through normal training in Article 8.01.1 through 8.01.4 inclusive, or cannot do the job with minimal training and job experience not to exceed four (4) weeks in Article 8.01.5, they shall be returned to their original location at Company expense and placed on location layoff with no further bumping rights.
- .6 As a last resort prior to layoff, Regular Full-time and Regular Part-time employees shall have the right to bump a Part-time employee (ie Part-time Operator or Clerical Part-time) in their job title and change to Part-time status. When a Regular Full-time Operator bumps and changes to Part-time status in their job title, the two (2) most junior Part-time Operators shall be released. It is understood that Regular Full-time employees who bump and change to Part-time status shall be scheduled shifts pursuant to the number of hours specified in Article 6. By seniority, Regular Full-time employees who bump and change to Part time status will receive the maximum number of hours available, in accordance with Article 6, prior to other Part-time employees being scheduled.

Where there are no Part-time employees in their same job title, the surplus Regular Full-time or Regular Part-time employee shall be eligible to bump the most junior Part-time employee within the Company in their location, providing they meet the conditions related to qualifications specified in Article 8.01 (i) and (ii).

Note: Where a Regular Full-time employee changes to Part-time status through bumping, a Seniority Number for seniority purposes, shall be created by changing their Seniority Date into years, weeks, and days.

- 8.02** Where the Company determines it is necessary to revise the essential qualifications and/or qualifications of a position in a layoff situation, it shall first meet with the Union to discuss the revisions, prior to applying such revisions during the bumping process. Where there is a disagreement between the Company and the Union, the Company reserves the right to proceed with the revisions and the Union reserves the right to grieve the revisions.
- 8.03** Employees declared surplus will also have the option of taking a voluntary location layoff. Employees exercising this option will only have the right of recall in that location.
- 8.04** Term employees have no bumping rights. Regular Full-time, Regular Part-time, Clerical Part-time and Part-time Operators with less than one (1) year Seniority have no bumping rights. Clerical Part-time employees and Part-time Operators with over one (1) year Seniority have the right to bump other Clerical Part-time employees and Part-time Operators under the first bumping step, as per paragraph 8.01.1 above.
- 8.05** The following time limits will apply when deciding whether or not to exercise bumping rights:
- (a) Two (2) working days if a move is not required.
 - (b) Seven (7) calendar days if a move is required.
- 8.06** No work that is normally done or can be done by employees on layoff will be contracted out by the Company.
- 8.07 Wage Treatment**
- .1 Wage Treatment Due to Bumping**
 - (a) Bump to same or equally rated job – no change.
 - (b) Bump to a lower rated job where employee is earning less than the maximum of the new position – maintains current wage on new Wage Schedule and progresses to the maximum of the new job.
 - (c) Bump to a lower-rated job where employee is earning more than the maximum of the new position – retain current wage rate plus any negotiated increases until such time as the employee is able to be reclassified to a higher rated job with a maximum wage rate equal to or higher than the rate at which they are being maintained.
 - (d) Bump to a higher rated job – will continue to maintain wage progression to the maximum of the new position and continue to get the rate for the position until such time as they are reclassified to their old position. No permanent upgrade will be allowed through bumping.
 - .2 Wage Treatment Due to Bumping Ends When:**
 - (a) Employee is recalled to original classification in present or original location, or refuses such a recall.
 - (b) Mutual agreement to a third location recall.
 - (c) An employee returns to the original classification and the anniversary date for future increments remains unchanged.
- 8.08** Filling Vacant Positions in MTS, MTS Communications Inc., During Layoff
- Where regular position vacancies require filling during layoff, the following sequence will apply:
- (a) Reassign senior employee on wage treatment who meets the qualifications of the vacant position if it is equal to their original classification
 - (b) Fill the vacant position pursuant to the provisions of Article 18.01.1(b) 1. through 4.
 - (c) Recall and reassign the most senior employee from among those on layoff or those working Part-time pursuant to Article 8.01.6 who meets the essential qualifications of the vacant position if it is equal to or lower than their original classification.
 - (d) No involuntary change of location can be forced under the above provisions (a) and (c).

- (e) Vacancies which cannot be filled pursuant to (a) to (d) inclusive above, shall be filled in any manner the Company considers best.

8.09 Return Rights to Location and/or Classification in MTS, MTS Communications Inc.

- (a) Return rights to original location will be exercised by seniority – the senior employee who meets the qualifications for a vacant position will be the first one returned to that location. However, if there is a more senior employee on location layoff or reclassified to a lower rated position in the location, that employee would be given first consideration.
- (b) Return rights to a classification will be exercised by seniority – the most senior employee who was previously in that classification will be given first consideration for the vacancy in that classification.
- (c) No new employees or existing employees will be hired or transferred to locations where an employee is on location layoff or has bumped to a different location and has the right of recall to their original location.
- (d) Refusal to exercise any of the above rights of return will terminate same, except in (b) above if recall to classification requires a move to any location other than original.

8.10 Recall Rights in MTS, MTS Communications Inc.

- .1 Recall period shall be restricted to two (2) years.
- .2 Seniority shall continue to accumulate for one hundred and twenty (120) days on layoff and then be suspended until recall.
- .3 Employee is responsible for keeping the Company advised of current address and telephone number.
- .4 Recall shall be by seniority, with the following priorities:
 - (a) Most senior employee on layoff in the location or if there is a more senior employee who has been relocated or reclassified to a lower rated position in the location, that employee would be given first consideration. If the vacant position is of a same or lower rating, the employee must meet the essential qualifications and if the vacant position is of a higher rating, the employee must meet the qualifications of the vacant position. Employees who meet the necessary qualifications will be provided the normal training to allow them to meet the full requirements of the position.
 - (b) Recall rights to a classification will be exercised by seniority, the most senior employee who was previously in that classification will be given first consideration for the vacancy in that classification.
 - (c) Most senior employee on layoff in the Company. If the vacant position is of a same or lower rating, the employee must meet the essential qualifications and if the vacant position is of a higher rating, the employee must meet the qualifications of the vacant position. Employees who meet the necessary qualifications will be provided the normal training to allow them to meet the full requirements of the position.
- .5 Refusal to accept a recall to another location for which an employee on recall qualifies, will result in the employee's status reverting to a voluntary location layoff.
- .6 Recall notices to employees on layoff will be by personal telephone call and sent by registered mail. Employees must respond with their acceptance of the recall within five (5) working days of the date of receipt of the letter and must be available to report to work within ten (10) working days after acceptance of the recall. A copy of all recall notices shall be sent to the Union.
- .7 Employees who are bumped or recalled to a new location and are unable to perform the duties of the new position will be returned to their original location at Company expense and placed on location layoff.
- .8 An employee's service will be considered broken by reason of failure to report to work following a second recall, unless failure to report is due to illness or pregnancy.

8.11 Notice of Surplus Conditions

The Company shall provide a minimum of ten (10) calendar days notice to the Union of expected surplus conditions, in advance of surplus conditions being communicated to employees. Such notice shall be in writing and shall include the location(s), the expected date of layoff and the anticipated number of employees affected. The Union agrees not to disclose the surplus conditions or any details pertaining to the surplus until such time as this information has been fully communicated to employees by the Company. The thirty (30) day Voluntary Termination Incentive Program window shall constitute notice of surplus conditions to employees covered by the Collective Agreement.

8.12 Benefits – eligible employees on layoff will have the option to maintain the following benefits for a period of up to one (1) year:

- (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.
- (b) 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.

8.13 A Regular employee will be permanently laid off and deemed terminated where:

- (a) the employee has rejected a recall, or
- (b) the employee has failed to respond with their acceptance of the recall within five (5) working days of the date of receipt of the recall letter, or,
- (c) the employee fails to report to work within ten (10) working days after acceptance of the recall, or,
- (d) pursuant to 8.14.2, the employee elects to take severance pay prior to the expiration of the two (2) year recall period, or,
- (e) the employee is not recalled within two (2) years from the date of layoff.

8.14 Severance Pay

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

One week per completed net credited year of service for the first five (5) years of employment, and two (2) weeks per completed net credited year of service thereafter to a combined total of thirty-five (35) weeks maximum.

- .2 A laid off employee may elect to forfeit their two (2) year recall and request their severance pay at any time during the recall period. In this event, the employee would be permanently laid off and terminated.

- .3 In the event of the death of an employee who is on layoff or has received layoff notice and is eligible for severance pay, all or any remaining portion of severance pay shall be payable to the beneficiary of the deceased employee.

In addition to the severance pay, an employee will receive two (2) weeks notice or pay in lieu of notice.

ARTICLE 9 – TECHNOLOGICAL CHANGE

9.01 For the purpose of this Article, Technological Change means the introduction of equipment or material, or a change in the manner in which MTS, MTS Communications Inc., carries on the work,

undertaking or business that is directly related to the introduction of that equipment or material, which is likely to affect the security of employment of regular employees.

9.02 MTS, MTS Communications Inc. agree that it will endeavor to introduce technological change in a manner which as much as is practicable, will minimize the disruptive effects on services to the public and employees.

9.03 Where MTS, MTS Communications Inc. proposes to effect a technological change that is likely to affect the terms and conditions or the security of regular employees, it shall give the Union notice preferably at least nine (9) months but not less than one hundred and twenty (120) days prior to the introduction of such technological change.

Such notice shall include the following:

1. The nature of the change.
2. The date on which MTS, MTS Communications Inc. proposes to effect the change.
3. The approximate number and type of employees and location likely to be affected by the change.
4. The effects the change may be expected to have on the terms and conditions or the security of employment of Regular employees covered by the Collective Agreement.

9.04 During this period, the Company agrees to consult with the Union regarding the steps to be taken to assist employees who could be affected. Discussions will include the following:

1. Health and Safety aspects of the change.
2. The date of implementation of the change.
3. How the change will be implemented.

MTS, MTS Communications Inc. shall make all reasonable effort to ensure that no present regular employee, who is covered by this Agreement, shall lose their employment as a result of the introduction of a technological change.

9.05 MTS, MTS Communications Inc. recognizes its responsibility to retrain employees displaced by the introduction of technological change. The following retraining provisions will apply:

1. Any employee requiring retraining to work with the new technology will receive whatever training is necessary on Company time at Company expense.
2. Training will be provided on Company time and at Company expense to qualify employees displaced due to technological change to allow them to qualify for vacant positions within MTS, MTS Communications Inc.
3. If the employee after receiving training (not to exceed training that would normally be given to a new employee being hired for such a position) fails to qualify for the position, they shall be moved at the Company's expense to the previous place of employment and placed on layoff with right of recall at that location.

9.06 When technological change reduces or makes positions covered by this Agreement redundant, regular employees in such positions shall be subject to layoff provisions as identified in Article 8.

ARTICLE 10 – RESIGNATION AND DISMISSAL

10.01 A regular employee wishing to resign shall send written notice to the immediate Manager at least two (2) weeks before leaving service. A regular employee who terminates employment with MTS, MTS Communications Inc. 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.

10.02 When the service of a Regular employee is dispensed with, such employee shall receive two (2) weeks' notice from MTS, MTS Communications Inc. except when dismissed for just cause.

ARTICLE 11 – DISCIPLINARY ACTION

- 11.01** For disciplinary reasons, an employee shall not receive a written warning, a written reprimand, be suspended, demoted or dismissed, except for just cause.
- 11.02.1** MTS, MTS Communications Inc. agrees, except in the case of verbal discussion with employees covered by this Agreement to notify the **Local President**, in writing, within seven (7) days of all cases of dismissal, suspension or disciplinary action. In all cases, for the purpose of confidentiality, only the **Local President** may consult with the employee concerned.
- .2** When it is planned to reprimand and/or discipline an employee, or to obtain information in the presence of the employee's Manager which may result in the employee being reprimanded or disciplined, the employee will be informed of their right to have a Union Representative present if desired.
- .3** MTS, MTS Communications Inc. 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, on the understanding that the record will be retained in their personnel file.
- .4** Where circumstances require the spontaneous imposition of discipline, MTS, MTS Communications Inc. undertakes to advise the National Representative or Chief Steward or Steward as soon after as possible.
- 11.03** An employee may grieve, in accordance with Article 12, the imposition of any measure referred to in section 11.01 and 11.02 which they feel was imposed without just cause.
- 11.04** In the case of dismissal the matter may be referred directly to the third Step of the grievance procedure as provided in Article 12.
- 11.05** All measures referred to in section 11.01 and 11.02 shall form and become part of the disciplinary record of that employee.
- 11.06** An employee is entitled to examine their own complete personnel file, upon request to their immediate Manager. Such request shall normally be made no more than once per year. The Manager shall maintain the right to schedule the number of appointments at any one time. After reviewing the file, the employee may discuss the file with their Manager with a view of revision or update if necessary. In the event of a grievance, the employee and/or a Union Representative, with the employee's approval, shall be entitled to examine their own complete personnel file.
- 11.07** Letters or references of a disciplinary nature in an employee's file shall normally be cancelled after two (2) years.
- 11.08** If it is agreed at any Step in the grievance procedure or as a result of a decision by the Board of Arbitration that there was no cause for dismissal of an employee as a disciplinary measure, the employee shall be reinstated in accordance with the terms and conditions agreed upon between MTS, MTS Communications Inc. and the Union or ruled appropriate by the Board of Arbitration.

ARTICLE 12 – GRIEVANCE

- 12.01** A "grievance" shall mean any difference relating to the meaning, application, or alleged violation of this Agreement.
- 12.02** A "grievor" may be an employee, group of employees, or the Union.
- 12.03** A "policy grievance" shall mean any difference arising between MTS, MTS Communications Inc. 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 at a grievance commencing at Step 4. The Union or MTS, MTS Communications Inc., may, by mutual agreement initiate a policy grievance at Step 3. Whenever such a difference arises between the Union and MTS, MTS Communications Inc., there shall be no stoppage of work, but the parties shall confer in an effort to settle the differences.

- 12.04** When a grievance is submitted in writing, it shall be on a standard grievance form agreed to by both parties and to be supplied by the Union.
- 12.05** “Day” for the purpose of this Article shall mean any day that is not a Saturday, Sunday or a Statutory Holiday as per Article 16.
- 12.06** Working Day Limitations to file a Grievance:
Discharge or Suspension - five (5) days with automatic progression to Step 3.
All Other Matters - twenty (20) days from the time the employee has become aware or should have become aware of the alleged violation.
- 12.07** Step 1 – A grievance shall be discussed with the immediate Manager by the grievor or the grievor accompanied by the Steward. Management shall have five (5) days from the date the grievance is discussed in which to render a verbal decision.
- 12.08** Step 2 – The grievance may be submitted in writing by the Steward, Chief Steward or Clerical Representative to the next level of Management or designate within five (5) days of the disposition of the matter at Step 1. Management shall have five (5) days to convene a meeting with the Steward, Chief Steward or Clerical Representative and render a verbal decision. Management shall sign and date the grievance form. If deemed necessary by either party, the grievor shall be present at this Step.
- 12.09** Step 3 – If a satisfactory settlement is not obtained under the previous Step, then the grievance may be submitted to the applicable Labour Relations Specialist or designate within five (5) days of the disposition of the matter at Step 2. Management shall, within ten (10) days, convene a meeting with the local Grievance Committee and render a decision in writing.
- 12.10** Step 4 – If a satisfactory settlement is not obtained under the previous step, then the grievance may be submitted to the applicable Labour Relations Specialist or designate within fifteen (15) days of the disposition of the matter at Step 3. The applicable Labour Relations Specialist or designate shall within fifteen (15) days convene a meeting with the Union Grievance Committee and render a decision in writing.
- 12.11** MTS, MTS Communications Inc. responses at Step 1 to Step 4 will be given or sent to the employee or the Union official, who initiated the Step.
- 12.12** Time limits specified in Steps 1 through 4 may be extended at any time by mutual agreement in writing.
- 12.13** Grievances filed in relation to the selection of employees on job postings shall be filed at Step 3 to the applicable **Human Resource Consultant**. The grievance meeting will be held in the location where the grievance originated with the local Grievance Committee and the applicable **Human Resource Consultant** or designate. MTS, MTS Communications Inc. will inform the selected applicant for a posted position if a grievance is received related to their selection for the position.
- 12.14** Grievance meetings held in relation to Step 1 through Step 3 of this procedure will be held in the location where the grievance originated. Step 4 meetings will normally be held in Winnipeg, unless circumstances concerning the cause of the grievance necessitate this meeting to be held in a Regional location.
- 12.15** The Union Grievance Committee referred to in Step 3 will consist of the Chief Steward or Clerical Representative and a Steward. The Union reserves the right to have a National Representative at the Step 3 meeting.
- 12.16** MTS, MTS Communications Inc. shall pay for wages during the grievance meeting and wages for time spent travelling in-town between MTS, MTS Communications Inc. buildings to attend grievance meetings. The Union shall be responsible for:
1. all transportation expenses,
 2. out-of-town travel time, and
 3. all other expenses for Union Grievance Committee members.

This shall be applicable for all Steps of the grievance procedure.

The Steward will be allowed to process grievances on MTS, MTS Communications Inc. time to the extent outlined in this Article.

- 12.17 If MTS, MTS Communications Inc. has a grievance against the Union the grievance may be submitted in writing by the applicable Labour Relations Specialist to the National Representative of the Union. A Step 4 meeting is to be held within five (5) days following receipt of the grievance. The Union shall render a written decision within ten (10) days of such a discussion.
- 12.18 The Union Grievance Committee referred to in Step 4 shall be a committee composed of two (2) members of the Union and the National Representative. In any case where it is considered necessary to bring in additional assistance, the Committee may be increased by one member.
- 12.19 At Step 3 or 4 of this grievance procedure the grievor shall have the right to attend at their request.
- 12.20 Grievances which are not settled through the above Step 1 through 4 procedure shall be subject to Arbitration if either party makes service upon the other of written notice within twenty (20) working days of the decision being **received** from the Step 4 grievance meeting.

ARTICLE 13 – ARBITRATION

- 13.01 Where a grievance relating to the meaning, application, or alleged violation of this Agreement is still unresolved after the grievance procedure has been exhausted, there shall be no stoppage of work, but the Union or MTS, MTS Communications Inc. may initiate Arbitration proceedings as outlined herein.
- 13.02 Each party within seven (7) working days of such notice will appoint a member to a Board of Arbitration. The two (2) members shall then choose a Chairman. If they are unable to agree on a Chairman within fourteen (14) working days of the service aforesaid, they shall request the Minister to appoint a Chairman.
- 13.03 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. It shall, before the hearing, require the representative of the parties to attend before it to define the questions relating to the meaning, application or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. The Board shall complete its sittings and hand down its award within thirty (30) days of its appointment, except that this time limit may be extended with the mutual consent of the Union and MTS, MTS Communications Inc. The decision of the Board of Arbitration shall be final and binding on the parties. 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 Chairman shall be the decision of the Board of Arbitration.
- 13.04 Each party shall pay the fees and expenses of its own appointee and one-half the fees and expenses of the Chairman and of any clerk or stenographer whom the Board may require.

ARTICLE 14 – SAFETY & HEALTH

- 14.01.1 MTS, MTS Communications Inc. shall make provision for the safety and health of employees, during working hours and the Union may from time to time, bring to the attention of MTS, MTS Communications Inc. any recommended suggestions in this regard. 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 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.
- .2 MTS, MTS Communications Inc. agrees that the Union may select representatives to a Workplace Safety and Health Committee, as per Part II of the Canada Labour Code.

- .3 MTS, MTS Communications Inc. shall allow each member of the Committee, the Safety and Health representative, or their respective designates, to take Educational Leave for a period of two (2) normal working days each year without loss of pay or other benefits for the purposes of attending Workplace Safety and Health seminars, programs, or courses of instruction.

14.02 Safety Footwear

MTS, MTS Communications Inc. agrees to provide Safety Footwear in accordance with the provisions in **Policy 205.7**.

14.03 Video Display Terminal (VDT) Testing

MTS, MTS Communications Inc. agrees to continue the VDT Testing Program for employees covered by this Agreement in accordance with the following:

1. Frequency of Testing

Testing shall occur once every three (3) years.

It is understood summary reports of findings will be prepared and posted at three (3) month intervals when testing occurs. Said reports shall be posted in the immediate work area with a copy provided to the Union and the Joint Central Health and Safety Committee. The Joint Central Health and Safety Committee will also be provided with the testing results on individual VDTs.

Testing as described herein will be conducted with a Holaday H13600 Radiation Survey Meter.

2. Measurement Procedures

Tests will be conducted consistent with methods established by the National Institute of Occupational Safety and Health (NIOSH).

Therefore, readings shall be taken from the front of the VDT.

3. Cleaning

It is understood anti-static wipes will be provided for the purposes of cleaning the VDTs.

4. VDT Exposure Limits

The parties agree the threshold limit values (TLVs) published by the American Conference of Governmental Industrial Hygienists (ACGIH) will be incorporated into the VDT testing program.

ARTICLE 15 – OVERTIME

- 15.01** An employee covered by this Collective Agreement is subject to being called out or required to work on a continuous basis at any time to meet the communication needs of our customers, and for situations that will at times occur such as workload of an urgent nature, sickness that causes staff shortage etc. These types of occurrences can reasonably be considered emergencies that could justify compulsory overtime providing every reasonable effort has been made by MTS, MTS Communications Inc. to cover such incidents on a voluntary basis.

- 15.02.1** Planned and non-emergent continuing overtime shall be requested by the immediate Manager in charge, to meet MTS, MTS Communications Inc. requirements.

- .2 Due consideration shall be given to the equal distribution of overtime relative to the abilities of the available personnel. This includes Called Out, Continuing, Preceding and Planned Overtime.

- 15.03.1** Called Out Overtime – shall be defined as work performed in an emergency caused by disruption to the service and an employee is called out to report immediately. A minimum of two (2) hours shall be paid for Called Out Overtime.

- .2 Continuing and Preceding Overtime – shall be defined as work performed either immediately preceding and/or continuing after the normal hours of work as established in the Hours of Work Articles of this Agreement.

- .3 Planned Overtime – shall be defined as overtime for which the employee has been given at least twenty-four (24) hours notice in advance.
- 15.04.1** An employee who is requested to work overtime shall be paid for time worked outside the normal hours of work as established in the respective Hours of Work Articles of this Agreement reported to the nearest quarter hour at applicable overtime rates.
 - .2 Overtime worked by Clerical Part-time employees will be paid when daily hours worked exceed seven (7) hours and fifteen (15) minutes or thirty six and one quarter (36.25) hours per week. Overtime worked by Part-time Operators will be paid when daily hours worked exceed seven (7) hours (six (6) hours on late evening tour) or seventy (70) hours per pay period.
- 15.05** Payment for all overtime will be on the basis of double time.
- 15.06.1** A call out for immediate reporting to the job will be paid for at the applicable rate from the time the employee is called and shall continue after completion of the job for the period necessary to travel home, provided MTS, MTS Communications Inc. has the right to check on the travelling time involved. This applies to paragraph 15.03.1 only.
 - .2 Called Out Overtime other than for immediate reporting shall be paid from the time the employee arrives on the job to the time leaving the job.
- 15.07** **A clerical employee who is required to work overtime for a minimum of two (2) hours preceding their regular tour of duty, or a minimum of two (2) hours continuing after their regular tour of duty, shall be allowed a paid twenty (20) minute relief period which shall be counted as time worked.**
- 15.08** When an Operator Services employee works a six (6) hour tour on overtime, pay treatment will be as follows: Six (6) hours x double time and one (1) hour at straight time in lieu of the six (6) hour tour.
- 15.09 Vacation Overtime Provisions (V.O.)**
 - .1 An employee working overtime for which they are entitled to payment at the rate of double their 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 for each hour worked, plus the equivalent number of hours as time off, or
 - (c) The option of receiving double time off.
 - (d) Payout shall be based on the employee's current rate of pay.
 - .2 If the employee elects to receive time off in lieu of overtime rates they shall inform their Manager of this option prior to reporting such overtime to the Report Centre.
 - .3 The maximum amount of time an employee may bank and maintain will be equivalent to two (2) weeks (straight time) based on the normal working day as defined in the respective Hours of Work Articles.
 - .4 V.O. will be taken at a time mutually agreeable to the employee and their Manager. Such V.O. will **not be taken in less than ¼ hour units** during slack periods. When an employee has given more than twenty-four (24) hours notice of a request to take V.O., permission for the time off shall not be unreasonably withheld if, time off can be satisfactorily arranged. V.O. will not be granted if it would directly result in more overtime. Where the demands of service necessitate, MTS, MTS Communications Inc. shall have the right to defer a V.O. request. Scheduled V.O. may be cancelled with twenty-four (24) hours notice due to unforeseen circumstances.
 - .5 On request, an employee may elect to have their banked overtime paid on their regular pay cheque. Such payment will only be made in increments of one (1) day's pay or 100% of all banked overtime credits.
 - .6 Prior to April 30th of each year, employees must elect one of the following options. No carryover will be allowed:

- (i) Receive payment in full for all outstanding Vacation Overtime Credits;
 - (ii) Bank eligible Vacation Overtime Credits pursuant to Article 29.
- .7 The scheduling of annual vacations shall take precedence over V.O.
- .8 Service requirements and seniority will be considered when granting V.O.
- .9 At an employee's request, V.O. time provisions shall apply to a Company Statutory Holiday which is included as part of employees regular schedule.
- .10 When an Operator Services employee works a full late evening tour six (6) hours on overtime, they will be able to bank a total of thirteen (13) hours. If an Operator Services employee takes a six (6) hour late evening tour off as V.O., they will be charged seven (7) hours against V.O. credits.

ARTICLE 16 – HOLIDAYS

- 16.01 The following shall be recognized as Company holidays for which employees shall suffer no reduction in pay on account of the closing of MTS, MTS Communications Inc.'s offices or plants:

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

By **November 1st** of each calendar year, a Regular Full-time employee shall submit to their immediate Manager, a first, second and third choice request for their Floating Holiday **for the following calendar year**. Where none of the employee's requests can be granted, and where alternate dates cannot be mutually arranged in accordance with the requirements of service, the employee shall be scheduled December 31st **of the following calendar year** as their Floating Holiday.

Employees shall receive confirmation of their approved Floating Holiday by December 15th of each calendar year.

Regular Part-time Clerical employees, Clerical Part-time employees, Part-time Operators, and Term employees, shall receive pay only for the Floating Holiday pursuant to Article 16.06. For pay purposes only, June 30th of each calendar year shall be designated as the Floating Holiday for employees in the above-noted classifications.

Regular Part-time Clerical employees, Clerical Part-time employees, Part-time Operators and Term employees working on June 30th shall not receive premium holiday pay.

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

- 16.02 A holiday falling on a day between Sunday and Saturday inclusive, shall be included in the weekly schedule for all employees for that week, but not including employees who are absent on Leave without pay. However, an employee on such Leave who works fifteen (15) days during the thirty (30) days immediately preceding a Company holiday will receive Statutory Holiday pay for that holiday.
- 16.03 An employee is entitled to receive Statutory Holiday day pay, whether or not they are scheduled to work unless they are absent from work without authorization on the scheduled work day prior to or following such holiday.
- 16.04.1 All holidays shall be observed on the day on which they fall, except for those employees covered by 16.04.2.

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

16.05.1 An employee who works on a Company holiday shall receive double time premium pay, in addition to their Statutory Holiday pay.

.2 Operator Services

- (a) The all-night tour shall be the first tour of the day.
- (b) The all-night tour commencing on the eve prior to the holiday, i.e. 11:30 p.m., shall be eligible for premium pay based on the time worked for the entire tour.
- (c) The all-night tour commencing on the night of the holiday, i.e. 11:30 p.m. shall not be eligible for premium pay.
- (d) All other tours commencing on the holiday, regardless of the terminating time, shall be eligible for premium pay based on the time worked for the entire tour.

Note: Premium pay for a six (6) hour tour shall be as follows:

Six (6) hours x double time premium pay one (1) hour straight time in lieu of the six (6) hour tour.

16.06 Statutory Holiday Pay – Part-time employees to receive normal pay for all Company Holidays if they have worked the following number of hours in the thirty (30) days immediately preceding the holiday:

Operator Services – 105 hours.

Clerical – 108.75 hours.

If less than the above hours are worked, payment will be on a prorated basis.

Note: For the purpose of this clause, a six (6) hour late evening tour would be counted as seven (7) hours worked for Operator Services employees.

16.07 MTS, MTS Communications Inc. work schedules shall minimize, as far as is practicable, the need for employees to work on Company holidays.

ARTICLE 17 – ANNUAL VACATIONS

17.01.1 The vacation year shall be the twelve (12) months between May 1 of one year and April 30 of the following year.

- .2 A vacation week shall consist of seven (7) consecutive calendar days.
- .3 A week of vacation for a Full-time employee, as referred to in this Article, shall consist of five (5) working days with daily hours of work in accordance with the respective Hours of Work Articles.
- .4 An employee absent from duty with or without pay for an accumulated period exceeding eight (8) weeks, excluding vacation, on duty accidents, **maternity and/or parental leave** during the twelve (12) months previous to May 1st shall have their 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).
- .5 When a holiday is observed within an employee's annual vacation they shall be granted one (1) additional day vacation. The additional day must be taken as mutually arranged with the Department.

17.02.1 An employee receiving Remoteness Allowance within a location having access by road, shall be allowed two (2) additional days vacation credits, not necessarily taken adjacent to regular vacation credits. The credits will only be allowed if the employee qualifies for at least five (5) regular vacation credits and if the employee leaves the Remoteness Allowance area. Should the employee not leave

- the Remoteness Allowance area, or terminate employment, the additional days credit shall not apply.
- .2 It is understood that employees who qualify for additional days vacation credits under paragraph 17.02.1 will be allowed to take the additional days and use them to fill two, three, four, five or six weeks consecutive vacation. (Eg: A two week consecutive vacation could consist of eight (8) regular vacation days, plus the two (2) additional days vacation credit provided under paragraph 17.02.1) It is also understood that the use of these days in the aforesaid manner would be solely at the employee's option, and should be indicated at the time of vacation selection.
 - .3 An employee receiving Remoteness Allowance within a location having no access by road, shall be allowed one (1) week's vacation credit in addition to their regular vacation credits. However, should the employee not leave the Remoteness Allowance area, or terminate employment, the additional week credit shall not apply.
 - .4 The additional vacation days for Remoteness Allowance areas will be granted one time only in each vacation year.
- 17.03.1** An employee who resigns, is laid off or dismissed shall be allowed vacation, or pay in lieu thereof, in accordance with the vacation credits they have earned but not received, including proportionate vacation for the current working year.
- .2 An employee who is to be retired shall be allowed to take vacation that they have earned but have not received including a proportionate period for service in the current working year, prior to the retirement effective date. An employee who retires under the Company Pension Plan (regular retirement) or who retires for health reasons (disability retirement under the said Plan) shall have the option of working until their actual retirement date and receive pay in lieu of such earned vacation.
- 17.04.1** 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 (2½) or more days worked in a week will constitute a complete week of service for vacation credits. When computing such vacation credits, fractions of less than one-half (1/2) shall be dropped, fractions of one-half (1/2) or more shall be considered a full day.
- .2 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.
 - .3 An employee shall, in the vacation year in which their sixth (6th) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed four (4) weeks vacation with pay.
 - .4 An employee shall, in the vacation year in which their fourteenth (14th) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed five (5) weeks vacation with pay.
 - .5 An employee shall, in the vacation year in which their twenty-first (21st) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed six (6) weeks vacation with pay.
 - .6 An employee shall, in the vacation year in which their thirty-fourth (34th) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed seven (7) weeks vacation with pay.
 - .7 The three (3), four (4), five (5), six (6) and seven (7) weeks vacation may be taken on a consecutive basis only when taken between November 1st and April 30th or as arranged by the Department.
- 17.05.1** Vacation will be arranged in accordance with the requirements of the service, the vacation period being considered to be from May 1st in any calendar year to April 30th of the following year.
- .2 As soon as possible in the calendar year, but by April 1st, vacations for the upcoming vacation year commencing May 1st, including three (3), four (4), five (5), six (6) or seven (7) weeks where applicable, shall be scheduled by offices or units giving due consideration to the length of service of employees and employees' preference insofar as the exigencies of the service will permit. Employees shall be given preference to choice within their respective Work Groups or lists in

accordance with their seniority. In any case of dispute, the Department Manager shall make the final decision.

For employees in the Operator Services Occupational Group, there will be separate lists for:

- (a) Service Assistants and Junior Service Assistants.
- (b) Regular Full-time and Term Operators.

Note: Effective the vacation year commencing May 1st 2005, vacation schedules by office, unit or work group shall include all classifications of employees (i.e. Regular Full-time, Regular Part-time, Clerical Part-time, Part-time Operators, and if applicable, Term Employees) together on one list. Vacation shall be selected in accordance with seniority.

- .3 Owing to the nature of MTS, MTS Communications Inc.'s business, there are times when it is impossible to grant vacation to some classes of employees. It follows, therefore, that in the scheduling referred to in the paragraphs above, MTS, MTS Communications Inc. reserves the right to deny any dates requested by employees concerned; however, MTS, MTS Communications Inc. agrees that where an employee qualifies by Net Credited Service, for three (3) or more full weeks of vacation, the arrangement shall normally allow for two (2) consecutive weeks vacation between May 1st and October 30th.

For the sole purpose of selecting vacations in the first round, employees may choose one (1) or two (2) consecutive weeks between May 1st and October 30th.

- .4 (a) Vacations shall not be accumulated nor taken consecutively and must be taken before April 30th of the following 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 under special arrangement with the Department.
- (b) It is understood that an employee will not be required to work the Saturday and Sunday immediately prior to and the Saturday and Sunday immediately following their vacation.

- 17.06 Clerical Part-time and Part-time Operators will receive the applicable percentage of pay in lieu of vacation each pay cheque. Part-time employees will have the right, by seniority number, to select unpaid time off in lieu of vacation in accordance with the provisions of this Article.

Note: Effective May 1st 2005, Clerical Part-time and Part-time Operators shall cease receiving bi-weekly vacation pay and shall commence accruing vacation credits for use in the vacation year commencing May 1st 2006.

Vacation accrual shall be determined in accordance with the employee's Net Credited Service (NCS) date. Paid vacation credits shall be prorated based on the number of hours worked by the part-time employee during the previous vacation year.

Part-time employees are required by seniority to schedule paid time off for vacation purposes in accordance with the provisions of this Article. Seniority shall accrue for all hours reported as paid and unpaid vacation.

ARTICLE 18 – JOB POSTINGS, PROMOTIONS & TRANSFERS

- 18.01.1 (a) When a candidate is required for a Regular position vacancy or for a newly created position in the Clerical Occupational Group, Junior Service Assistant or Service Assistant, the applicable Company which has the Regular position vacancy, shall notify the Union in writing and such Regular position vacancy or newly created position shall be posted simultaneously for a period of seven (7) working days on the MTS Group of Companies bulletin boards, throughout the Province, where employees in both Occupational Groups and covered by this Agreement are employed.

- (b) The following selection sequence shall apply when filling Regular posted vacancies:

1. The Company which has the Regular posted vacancy, will select firstly from Regular applicants and Part-time and Term applicants who have five (5) or more years accrued seniority, within its employ.
2. Secondly, from Regular applicants and Part-time and Term applicants who have five (5) or more years accrued seniority from the other MTS Group of Companies.

Note 1: It is understood that in order for Term employees to compete as outlined above, they must have previously been Part-time status.

Note 2: Clerical Part-time employees or Part-time Operators wishing to be considered for future promotional clerical part-time opportunities should submit their request and resume in writing to their Human Resource Consultant.

3. Thirdly, from Part-time and Term applicants in the Company which has the Regular posted vacancy who have less than five (5) years accrued seniority.
4. Fourthly, from Part-time and Term applicants from the other MTS Group of Companies who have less than five (5) years accrued seniority.
5. If there are no applications received through Steps 1 - 4 as outlined above, or if there is no applicant qualified for the posted Regular position vacancy or newly created position, the Company shall be at liberty to fill the posted vacancy in any manner it considers best.

18.01.2 (a) MTS maintains the right to laterally transfer an employee within the Company, within Winnipeg, or within the same location in a Region, without posting that position. MTS Communications Inc. maintains the right to laterally transfer an employee within the Company, within Winnipeg or within the same location in a Region without posting that position. A lateral transfer shall be defined as the transfer of an employee to the same classification with no loss of wages. This does not include Schedule A employees.

Note: Employees earning commissions as part of their normal bi-weekly pay, shall not be laterally transferred by the Company to positions where commissions cannot be earned, unless otherwise agreed to by the Union and the Company.

(b) Where workload necessitates the lateral transfer of an employee between the MTS Group of Companies within Winnipeg, or the transfer of an employee to a lower rated position within or between the MTS Group of Companies within a location, the following provisions will apply:

1. Voluntary

The Company initiating the transfer will first give consideration to Regular employee(s) in the area of the affected position who volunteers and meets the essential qualifications of the position to be filled.

In such cases, the qualified employee(s) with the most seniority will be selected.

Where there are no qualified employee(s), the volunteer with the most seniority will be selected.

2. Involuntary

The most junior Regular employee(s) in the area of the affected position(s) will be selected for the position(s) to be filled.

Note: Employees involuntarily transferred under this clause will be provided normal training to allow them to meet the requirements of the position.

Employee(s) involuntarily transferred shall be afforded the opportunity, upon request in writing, to return to their former area and position provided a vacancy occurs within six (6) months of said transfer. The order in which such employee(s) may return shall be in accordance with their seniority.

3. Notification

The Company initiating the lateral transfer shall provide the Union ten (10) working days notice. Upon request, the Union will be afforded an opportunity to review the situation within said notice period with the Company prior to the transfer(s) occurring. Failure to provide notice will result in a delay of the implementation of the transfer(s).

4. Wage Treatment

Employees who transfer to a lower rated position through 18.01.2 (b) shall receive the same wage treatment as that provided under Article 8 – Layoff.

18.01.3 When a position becomes vacant it shall be posted within fifteen (15) working days. If it is not posted, the Company which has the vacancy, agrees to notify the Union of the reason.

18.02 The posting shall contain the following information: location of position and Department, Manager's title, duties, qualifications, wage rates, closing date and hours of work if non-standard.

18.03 All postings will be issued through the MTS, MTS Communications Inc. Human Resources Department and employees shall be entitled to make written application for posted Regular or newly created positions.

In the case of an employee who initiates and obtains a lateral move or demotion, within or to MTS, MTS Communications Inc., they shall have their application for a further lateral move or demotion refused, unless said application is made later than six (6) months from the date the employee obtained their present position or at the judgment of the Company, such further lateral move or demotion is beneficial to both the employee and the Company. The judgment of the Company will be based on the merits of each individual case.

18.04 All written applications and resumes to posted positions shall be directed to the MTS, MTS Communications Inc. Human Resources Department and labelled "Applications". All written applications which are not received by the removal date shown on the posting will not normally be considered.

18.05 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 which has the posted vacancy, will notify the Union and applicants of such delay or cancellation. Where possible, the reasons for such delay in selection of the successful applicant will be outlined in the notification.

18.06 Should a second vacancy occur in a posted position within twenty (20) working days after the closing date of the posting, the Company which has the second vacancy, may fill such vacancy using applicants from the initial posting rather than posting the second vacancy. The Union will be notified of all such occurrences.

18.07.1 When selecting an applicant for a posted Regular position vacancy or for a newly created position, the Company which has the vacancy, will consider seniority, qualifications, ability, service requirements and acceptable performance. Seniority shall be given every consideration in accordance with this Agreement and shall be the governing factor in the case of equally rated applicants.

Note: For positions up to and including Clerk IV, selection will be based on the most senior candidate who meets the qualifications of the posted vacancy and who has acceptable work performance and attendance.

18.07.2 An employee will be paid the appropriate rate of pay two (2) weeks after they have been officially appointed to a new position.

18.08.1 When a posted vacancy covered by this Agreement is filled, written notification of the successful applicant will be provided to the Union and all other applicants who were interviewed for the position. A copy of the list of applicants to a posted position shall also be provided to the Union following completion of the selection process.

.2 An applicant who alleges that the selection of the successful candidate is in violation of this Agreement, may, within twenty (20) days following the date of the notification provided for in

paragraph 18.08.1 of this Article, lodge a grievance commencing at Step 3 of the grievance procedure as covered in Article 12 - Grievances.

Note: The above shall also apply to positions listed in Schedule A of this Agreement.

- .3 An employee who completes a test in relation to a vacancy covered by this Agreement will be required to sign and date the test. Employees who have not achieved a satisfactory result, will be entitled to review the test at a time mutually agreeable with their Manager.
- 18.09** An employee wishing to be considered for a lateral move or for a move to a lower rated position may submit their request in writing through their immediate Manager to the applicable Human Resources Department providing they have good and sound reasons. Such requests will be reviewed and considered by the applicable Human Resources Department, on the merits of each individual request. All written requests will be acknowledged by the applicable Human Resources Department in writing, with a copy to the Union. Employees will assume their own relocation expenses.
- 18.10** An employee promoted to another position, either in or out of scope of this Agreement, or transferred as a result of their application for a posted position, shall serve a trial period of up to six (6) months in their new position. In the event the employee finds themselves unable to perform the duties of the new position or their performance proves to be unsatisfactory, they shall be returned to their former position or a comparable position for which they can qualify, in their former Company at their former salary. Any other employee promoted or transferred because of the initial promotion shall also be returned to their former position in their former Company at their former salary. However, if a vacancy exists at the same grade as the classification of the displaced employee and they can qualify for such vacancy, every effort will be made to arrange for a transfer to that position.
- 18.11** The Union shall be notified in writing of all promotions, demotions and transfers.

18.12 Posting of Operator Positions

- .1 MTS Communications Inc. shall post a Letter of Intent on all the MTS Group of Companies bulletin boards on a quarterly basis commencing on January 1st of each year. This posting will include all offices that may require Regular staff. There will be no carry-over of candidates into the next quarter. Employees must reapply if no vacant positions become available in the specific quarters they applied in.
- .2 The Letter of Intent will be posted for ten (10) days prior to the start of each quarter.
- .3 Employees wishing to be considered for a Regular position must submit a written application and resume. Selection of candidates will be based on the most senior MTS Communications Inc. applicant who meets the qualifications of the posted vacancy and who has acceptable work performance and attendance.
- .4 If there are no Regular Full-time applicants, consideration will be given to MTS Communications Inc. Term Full-time and Part-time employees who applied to the Letter of Intent.
- .5 If no candidate from within MTS Communications Inc., then applicants from MTS, and MTS Media Inc., will be considered.
- .6 Failing to fill the vacancy per the above terms, MTS Communications Inc. may engage new employees.
- .7 Operator positions are considered as entrance positions and employees will assume their own relocation expenses.
- .8 MTS Communications Inc. maintains the right to laterally transfer an employee within MTS Communications Inc., in Winnipeg or within the same location in a Region without posting the position.
- .9 An employee promoted or transferred as a result of their application for a posted position shall serve a trial period of up to six (6) months in their new position. In the event the employee finds themselves unable to perform the duties of the new position or their performance proves to be unsatisfactory they shall be returned to their former position for which they can qualify in their former

Company at their former salary. Any other employee promoted, reclassified or transferred because of the initial promotion shall return to their former position in their former Company at their former salary. However, if a vacancy exists at the same grade as the classification of the displaced employee and they can qualify for such vacancy, every effort will be made to arrange for transfer to that position.

18.13 Temporary Vacancy or Position

MTS, MTS Communications Inc. are committed to the development of well-trained employees. Employees may utilize temporary positions to develop their skills and broaden their knowledge of the MTS Group of Companies.

Temporary Vacancies of five (5) weeks or more will be filled in accordance with procedures outlined below. Such vacancies may be a result of sickness, Workers Compensation, vacations or Leave of Absence, or Temporary Vacancies which are normally filled by hiring a Term employee, or where there is a need to temporarily assign an employee to a higher classification.

Note 1: Term employees and employees who are serving a trial period are not eligible to apply for Temporary Transfers.

Note 2: Casual Part-time employees will only be considered if there are no qualified or available Regular employees.

Clerical Occupational Group

1. Temporary vacancies in positions equal to or higher than Clerk IV and which are covered by this Agreement:

- (a) Senior Regular employee in the work group who volunteers and meets the essential qualifications and has acceptable work performance and attendance. Depending on the size of the group and service requirements, some rotation of senior qualified employees would be considered in the Clerical Occupational Group.

Note: Where there are no qualified Regular employees in Work Groups that have Part-time employees in that job classification, Part-time employees within the Work Group will be considered when filling Temporary Vacancies.

- (b) Senior employee from either Occupational Group throughout the MTS Group of Companies who volunteers and meets the essential qualifications and who has acceptable work performance and attendance, and is on the Temporary Transfer List.

- (c) If no candidate via the above process, fill by Management discretion.

Operator Services Occupational Group

1. Temporary Junior Service Assistant and Service Assistant vacancies in the Operator Services group will be filled in the following sequence:

- (a) (i) Service Assistant – Senior Regular J.S.A. in the Work Group who volunteers and meets the essential qualifications, and who has acceptable work performance and attendance.

- (ii) Junior Service Assistant – Senior Regular Operator in the Work Group who volunteers and meets the essential qualifications, and who has acceptable work performance and attendance.

- (b) Senior employee from either Occupational Group throughout the MTS Group of Companies, who meets the essential qualifications, and who has acceptable work performance and attendance, and is on the Temporary Transfer List.

- (c) If no candidate via the above process fill by Management discretion.

Note: Term Operator positions which are normally filled by hiring a Term employee, will be filled by selecting the most senior Part-time Operator, firstly in the Work Group, and secondly in the location of the vacant

position and who has indicated that they wish to be reclassified to Term Operator. If there are no Part-time Operators wishing to reclassify to the Term position, it is understood MTS Communications Inc. may engage new employees.

- (d) Each Operator Office will be considered a Work Group. Winnipeg Operator Services shall be considered one (1) Work Group.

Both Occupational Groups

1. If a candidate is selected via the above process, back fill at Management discretion.
2. Duration up to twelve (12) months. Extension by mutual agreement.
3. Any Temporary Vacancies or positions over twelve (12) months would be posted simultaneously on bulletin boards throughout the MTS Group of Companies.
4. On postings of twelve (12) months or over the employee would be responsible for all transfer/transportation expenses, including board and lodging.
5. Selection of candidates for temporary positions will be based on seniority, essential qualifications, service requirements and acceptable work performance and attendance.
6. MTS, MTS Communications Inc., maintains the right to laterally transfer an employee within or between the MTS Group of Companies in the same location. If the lateral transfer is to a different location, the MTS, MTS Communications Inc., would first consider volunteers from locations where service requirements permit and where it is economically feasible to do so. Where there are no volunteers a junior qualified employee with the same job title, from a location where service requirements permit and where it is economically feasible to do so would be designated for transfer. MTS, MTS Communications Inc., would be responsible for all transfer/ transportation expenses, including board and lodging.
7. Upon expiry of temporary assignment the employee will return to their former position and rate of pay.
8. Management discretion if a Temporary Vacancy should be filled.
9. Temporary Vacancies in classifications equal to or lower than Clerk III and Operator will be filled at Management's discretion.
10. On vacancies of less than five (5) weeks, MTS, MTS Communications Inc., will follow the procedure outlined in Clerical Occupational Group, 1(a).
11. Work Group shall be defined as a group of employees performing similar work in the same location.

Temporary Transfer List

1. A Temporary Transfer List will be established for each MTS Company in Winnipeg and for each location outside of Winnipeg.

Employees wishing to be considered for a Temporary Transfer within or between the MTS Group of Companies, shall submit their request electronically via Form 1104, to their Human Resource Consultant to be placed on the Temporary Transfer List for the desired Company. Employees may consult with their Human Resource Consultant regarding any concerns on Temporary Transfers.

Note: Employees must not submit Temporary Transfer requests outside of their location.

2. Employees are required to update their requests by December 30th of each calendar year, by notifying their **Human Resource Consultant** in writing of their desire to keep their name on the Temporary Transfer List. Failure to send an update by December 30th, will result in the employee's name being taken off the Temporary Transfer List.

A copy of the updated transfer list will be sent to the Union quarterly by each **Human Resource Consultant**.

Wage Treatment for Employees Accepting Temporary Positions in Different Occupational Groups

1. The employee would work the normal hours of work for the position and pay treatment would be as follows:
 - (a) If they move to a position which following conversion has a maximum rate of pay which is less than their present rate of pay they would be paid at the maximum rate of pay for the position.
 - (b) If they move to a position which following conversion has a maximum rate of pay higher than their present rate of pay they would be moved to the next higher rate in the new Schedule and then treated in the same manner as someone who is normally covered by the Schedule.
2. The conversion factor for movement between Occupational Groups will be as follows:
 - (a) Operator Services to Clerical – Operator Services hourly rate multiplied by 7.25.
 - (b) Clerical to Operator Services – Clerical daily rate divided by 7.25.
3. Employees who do not work the required time in order to accrue a full Personal Leave Day in Clerical, will be allowed time off on a prorated basis in lieu of a Personal Leave Day on the last day of the assignment.
4. For temporary positions in different Occupational Groups of three (3) weeks or less, the employee would maintain their existing rate of pay and hours of work.

ARTICLE 19 – WAGE ADMINISTRATION

- 19.01** Payday shall be every second Friday for all employees. Where a Company holiday falls on a payday, employees will be paid on the preceding work day. Regular Part-time and Part-time employees will be paid on a two (2) week delayed basis.
- 19.02** The starting rate for a new employee shall be established through the Compensation area by the application, where applicable, of credits for skills and previous related experience.
- 19.03** In cases where the wage grade or wage rate for a job is downgraded due to changes in the job content, the rate of pay in effect for the employee will sustain at the appropriate pay step of the new wage grade or range and they shall continue progression to the maximum of that grade or range.
- However, if an employee is at or above the maximum rate for the new wage grade or range, progression shall be discontinued, with the employee being frozen (red circled) at their existing rate, until such time as they are transferred to a job having a higher maximum rate or until the new job grade receives a maximum exceeding the frozen rate.
- 19.04** Progression to the maximum wage rates for Wage Grade 1 to 3 shall be through the step intervals as shown in Wage Schedule 1 of this Agreement.
- .1 The Wage Schedule for Grades 1, 2, and 3 is treated as a straight progression. As such, any reclassification from a Grade 1 to a Grade 2, or Grade 2 to a Grade 3 position will not be treated as a promotion i.e.: no promotional increment will be given unless the incumbent has been at their maximum rate for a period of six (6) months or longer, in which case, they will receive an immediate increase to the next wage step and progress as per the Wage Schedule. Should the incumbent have been at their maximum rate for a period of less than six (6) months, they shall remain at their present rate until the required six (6) month period is completed, at which time, an increment shall be granted, and a new increment date established.
- 19.05** Employees promoted to a higher graded position other than to a Grade 2 or 3, will receive a weekly rate shown for the same wage step under the new wage grade.
- 19.06** When an employee, who is at their maximum rate, is promoted to a higher wage grade, they shall have a new increment date established in accordance with paragraph 19.09 of this Article.
- 19.07** Due to the many varying situations brought about by movement between “Wage Schedules”, it becomes difficult to lay down hard and fast rules for promotional treatment. The Compensation area

will apply judgment in assessing various situations, keeping in mind, however, the general guidelines for promotions, as follows:

.1 Wage Schedule 1 – Clerical

Promotional treatment is governed by the extent of the move, measured by the number of grades involved, that is, one (1) increment for each grade moved:

- (a) Grade 3 promoted to a Grade 4 position is a one (1) grade move and would be one (1) increment.
- (b) Grade 3 promoted to a Grade 5 position is a two (2) grade move and would be two (2) increments.

.2 Wage Schedule 2 – Operator Services

In the event of a reclassification from Operator to Junior Service Assistant or from Junior Service Assistant to Service Assistant, initial salary will be based on the corresponding wage step in the higher classification. Subsequent salary progression will be on six (6) month basis.

.3 Movement Between Occupational Groups

- (a) The conversion factor will be:
 - Operator Services to Clerical – Operator Services hourly rate multiplied by 7.25.
 - Clerical to Operator Services – Clerical daily rate divided by 7.25.
- (b) If an employee moves to a position which following conversion has a maximum rate of pay which is less than their present rate of pay they would be paid at the maximum rate of pay for the new position.
- (c) If an employee moves to a position which following conversion has a maximum rate of pay higher than their present rate of pay they would be moved to the next higher rate in the new Schedule and then treated in the same manner as someone who is normally covered by the Schedule.

19.08.1 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 paragraph 19.10 of this Article.

.2 Part-time employees shall be eligible for increments based on accumulation of hours as follows:

Regular Part-time and Clerical Part-time – 946 hours.

Part-time Operators – 914 hours.

19.09.1 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 such day. Increments which become due during the last half of the month shall be due on such first day of the following month.

.2 An employee at present on a maximum rate of pay and given an increment on subsequent reclassification shall have their increment date established as of the date of reclassification.

19.10.1 Should MTS, MTS Communications Inc. determine that an employee has not qualified for a scheduled increment due to unsatisfactory work performance, the employee and the Union shall be so advised in writing one (1) month prior to the date such increment would have become due.

.2 A scheduled increment shall not normally be withheld longer than six (6) months. If after a period of six (6) months from the date that the scheduled increment was withheld, MTS, MTS Communications Inc. considers the employee's services still unsatisfactory, MTS, MTS Communications Inc. may deem the employee to be at their maximum rate until such time as MTS, MTS Communications Inc. considers an increment is warranted by improved work performance. A new increment date would be established at the time. If after a period of up to six (6) months from the date that the scheduled increment was withheld, MTS, MTS Communications Inc. considers the

employee's work satisfactory, the employee shall be granted the increment and a new increment date shall be established as of the date of granting the withheld increment.

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

Where an employee would have been eligible for a scheduled increment during a maternity, parental or compassionate care leave, such increment shall be deferred and implemented effective the date of the employee's return to work. An employee's regularly scheduled increment date shall not be extended by the period of absence related to maternity, parental or compassionate care leave.

- .4 An employee absent from duty with or without pay for an accumulated period of one (1) month or more (exclusive of vacation, **bereavement leave and on duty accident**) during one (1) yearly or two (2) consecutive half yearly increment periods shall have their scheduled increment date extended one (1) month for each month's absence calculated to the nearest whole month, provided that absence for half or less of the working days in a month will not be counted as a month and absence for more than half the working days in a month will be counted as a full month twenty-two (22) working day average month.
- 19.11 The Schedule of Wages as set forth in the Appendices hereto annexed shall form part of this Agreement.
- 19.12 During the life of the Agreement, where the Company creates a new position or significantly changes the job content of an existing position, MTS, MTS Communications Inc. will negotiate an appropriate rate of pay with the Union. Should the parties not reach agreement either party may refer the matter to Arbitration as per Article 13 of the Collective Agreement to determine the rate of pay.
- 19.13 Nothing in this Agreement shall be construed to reduce the rate of pay of an employee who, as of the effective date of this Agreement, received a higher rate of pay than that established for the wage group.

ARTICLE 20 – TRAVELLING AND TRANSPORTATION

- 20.01.1 When an employee is required to travel outside of their headquarters, other than to and from their daily work, MTS, MTS Communications Inc. shall furnish transportation, including sleeping accommodation and meals.

When an employee is required to travel within their headquarters other than to and from their daily work, MTS, MTS Communications Inc. shall furnish transportation.

- .2 Time travelling on MTS, MTS Communications Inc. instructions within the Province of Manitoba only, between regular or temporary headquarters shall, when practicable, be during normally scheduled working hours. **Should travel extend outside normally scheduled working hours**, the employee shall be paid **at a rate of time and one-half** with the following exceptions:
- (a) When sleeping accommodations are provided en route, no wages shall be paid the employee for the period between 10:00 p.m. and 8:00 a.m., and
 - (b) No wages shall be paid the employee for a period of one (1) hour in respect of each meal en route paid for by MTS, MTS Communications Inc.
 - (c) When an employee is directed to travel outside normal working hours and the specific time and method of transportation by which they must travel is selected by MTS, MTS Communications Inc. they shall be paid at overtime rates.

- .3 When an employee is required to spend time outside **the** normally scheduled working hours travelling within the Province of Manitoba to attend training courses, they shall be paid **at a rate of time and one-half providing such course is held away from the employees normal place of domicile** with the following exceptions:
- (a) When sleeping accommodations are provided en route, no wage shall be paid the employee for the period between 10:00 p.m. and 8:00 a.m., and
 - (b) No wages shall be paid the employee for a period of one (1) hour in respect of each meal en route paid for by MTS, MTS Communications Inc.
- .4 When an employee is required by the Company to spend time travelling by air, outside normally scheduled working hours, outside the Province of Manitoba, compensation **at a rate of time and one-half** shall be paid for the following:
- one (1) hour prior to flight time;
 - the duration of the flight; and
 - one (1) hour following flight time.
- 20.02** An employee who is to be regularly employed in a new locality and is moved from one locality to another at the request of MTS, MTS Communications Inc. shall receive transportation for themselves, their immediate family and their household effects and any additional benefits in accordance with MTS, MTS Communications Inc. policy. Where possible fourteen (14) calendar days notice shall be given to the employee.
- 20.03.1** When the tour of any employee begins or ends between 12:00 midnight and 6:00 a.m., they shall, if they so desire, be provided with adequate transportation as follows:
- (a) To their usual place of residence if such residence is no more than ten (10) kilometres beyond the designated boundary.
 - (b)
 - 1. Designated boundary for Winnipeg shall be the Perimeter Highway.
 - 2. Designated boundary for Provincial Offices shall be the City or Town limits.

ARTICLE 21 – BOARD AND LODGING

21.01.1 When an employee who is temporarily reassigned or on a MTS, MTS Communications Inc. related course, and reports at the scheduled time to a reporting centre, the following shall apply:

- (a) MTS, MTS Communications Inc. will supply lodging if it is required by the employee, but will not, under any circumstances make payment in lieu of lodging, except as provided for under paragraph 21.02 of this Article.
- (b) If the location of the centre is such that the employee cannot return to their headquarters for meals they shall be permitted board expenses, without receipts, as follows:

Effective March 6th 2004:

Breakfast.....	\$7.80
Lunch.....	\$11.30
Supper	\$16.70
Incidental.....	\$5.65

Effective the second pay period in **March 2005 and 2006**, meal and incidental expenses will be increased by the percentage increase in the “Food Purchased from Restaurants” component of the Manitoba Consumer’s Price Index covering the previous twelve (12) month period January to January.

- (c) An incidental expense of five dollars and **sixty-five** cents for each overnight stop will be granted from the first day for an employee travelling away from their headquarters for two (2) or more consecutive nights. Incidental expenses are intended to cover such items as laundry, gratuities, parking, etc. An incidental expense is not applicable if an employee commutes daily from their regular domicile.
- .2 Where extraordinary expenses are incurred in high cost areas which are above the specified allowance, the employee, when authorized, will be allowed actual living expenses on production of receipts.
 - .3 Under extraordinary circumstances, where an employee is required to stay overnight at a CDO or radio shack, a subsistence allowance of fifty dollars (\$50.00) or a pro-rata portion thereof, will be granted in accordance with 21.01.1.

21.02.1 An employee living south of the 53rd parallel who is temporarily reassigned or on a Company-related course whose board and/or lodging is being furnished by MTS, MTS Communications Inc., may be allowed only transportation expense to their regular headquarters on weekends but not to exceed the amount saved to MTS, MTS Communications Inc. on such board and/or lodging. The employee shall travel on their own time. This will also apply to employees living north of the 53rd parallel temporarily assigned to a location north of the 53rd parallel.

- .2 An employee living north of the 53rd parallel who is temporarily assigned to a location south of the 53rd parallel for more than a three (3) week duration will be granted one (1) paid return economy air fare (discount fare) to their regular headquarters once at the end of every third week. No meal allowance will be paid and the employee will travel on their own time. This will also apply to employees living south of the 53rd parallel temporarily assigned to a location north of the 53rd parallel.

ARTICLE 22 – SICK LEAVE BENEFITS

22.01 An employee who has been absent on account of sickness 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 their Net Credited Service. Upon request by their **manager, an employee shall provide written documentation from their physician substantiating their absence.**

22.02 The following table shows in the right hand column the maximum number of days absence due to sickness for which MTS, MTS Communications Inc. will, subject to the provisions of this Article, pay full wages to an employee in the year of their Net Credited Service shown in the left hand

column after first deducting any previous days for which they have, since their Net Credited Service date, received sick leave benefits from MTS, MTS Communications Inc.:

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

Note: The “Accumulation” will be 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.

Over ten (10) years of service, one hundred and seventy-six (176) days full pay.

22.03 Paid sick leave granted to an employee during their period of service with the Company will be charged against and deducted from their accumulated credits.

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

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

Sick Leave Pro-Rata Calculation:

After 5 years service - number of sick days/260 x 22 = sick credit reduction

After 4 years service - number of sick days/260 x 21 = sick credit reduction

After 1 year service - number of sick days/260 x 12 = sick credit reduction

After 6 months service - number of sick days/ 130 x 6 = sick credit reduction

After 3 months service - number of sick days/65 x 3 = sick credit reduction

Sick Credit Reduction Rounding For Remainders:

Under .27 round down to zero

Over .26 and under .67 round to .50

Over .66 round up to 1.00

Examples:

Regular Full-time Employee With:

5 years service with 5 sick days:

$$5/260 = .02$$

$$.02 \times 22 = .44$$

Would result in a half day reduction to sick credit entitlement.

5 years service with 3 sick days:

$$3/260 = .01$$

$$.01 \times 22 = .22$$

Would not result in any reduction.

5 years service with 20 sick days:

$$20/260 = .08$$

$$.08 \times 22 = 1.76$$

Would result in a 2 day reduction.

Regular Part-time Employee Reduction Calculation:

Sick for 15 days

$$15 \times 7.25 = 108.75 \text{ hours sick}$$

108.75/regular hours accumulated for year x part-time entitlement = reduction.

22.04 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.

22.05 An employee shall be given full sick leave credit information through their normal supervisory channels.

22.06 When an employee expects to be or is absent from work for any reason, they are required whenever reasonably practicable, to notify their Manager prior to the starting time for their 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 their Manager of their return to work, the day prior to their return.

Note: An Operator Services employee is required whenever reasonably practicable to notify the Operator Office in-charge person one (1) hour prior to the starting time for their tour of duty.

22.07 Unreported absence, absence without satisfactory reason or abuse shall be grounds for disqualification from benefits and/or disciplinary action. Abuse of personal absence or home duties shall be grounds for disciplinary action. MTS, MTS Communications Inc. will consider any action based on the merits of each individual case.

22.08 An employee absent from work due to sickness disability, on MTS, MTS Communications Inc. authorized sick absence paid or unpaid, **shall retain seniority rights upon return to employment.**

22.09.1 Paid sick leave granted to employees during their period of service with MTS, MTS Communications Inc. will be charged against and deducted from their accumulated sick credits on the basis of half days or full days. The following formula shall be used in determining the amount of sick absence to be charged:

0 to 2 hours – no sick absence charged.

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

Over 5 hours per day – one day absence charged.

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

.2 In cases of abuse 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 day and charged against the employee's sick leave. When MTS, MTS Communications Inc. decides to accumulate such time it shall notify the employee in writing with a copy to the Union.

22.10 Employees who are off work as a result of an on duty accident for which a Workers Compensation Claim has been filed, may request a cash advance pending receipt of initial Workers Compensation Benefits (WCB). It is understood that upon acceptance of the WCB Claim, all monies received in respect of sick leave credits must be reimbursed to the Company.

22.11 Sick Leave Benefits for Clerical Part Time Employees and Part Time Operators:

Clerical Part-time employees and Part-time Operators shall be eligible to accrue sick leave benefits based on actual regular hours worked in conjunction with this Article. For example, a Clerical Part-time employee or Part-time Operator would accrue three (3) days full pay for sick leave purposes following three (3) accumulated months of service (based on actual regular hours worked) from September 10th 1999 forward. After another six (6) accumulated months of service, the Clerical Part-time employee or Part-time Operator would accrue a further six (6) days full pay for sick leave purposes, etc in accordance with this Article.

Clerical Part-time employees and Part-time Operators may utilize accrued sick leave benefits for authorized absences due to illness on a scheduled shift. Accrued sick leave benefits cannot be utilized for “called out” shifts accepted for the same working day. All applicable provisions of this Article shall apply to Clerical Part-time employees and Part-time Operators.

It is understood that Clerical Part-time employees and Part-time Operators are not eligible for Long Term Disability (LTD) benefits.

Notes: Sick Leave Benefits for Clerical Part-time and Part-time Operators began to accrue in accordance with the above effective September 10th 1999.

Clerical Part-time, Part-time Operators and Term employees who changed to Regular Full-time status following September 10th 1999 will receive sick leave credits in accordance with Article 7.06 up to September 10th 1999. For greater clarification, a Part-time employee's Accumulation Account (AA) up to September 10th 1999 shall be used for the retroactive sick leave credit calculation pursuant to Article 7.06 as follows:

Example:

Part-time employee changes to RFT status November 1st 2000

AA Up to September 10th 1999 (7.06): 3 yrs/26 weeks = 4th year of service = 12 credits

AA Following September 10th 1999: 1 yr/00 weeks = 12th month of service = 9 credits

Retroactive Credits (7.06) = 12 credits Current Accrual = 9 credits = 21 sick leave credits**

Accrual from September 10th 1999 forward

** Assumes no usage of Sick Leave Credits from September 10th 1999.

Regular Full-time employees who change status to Clerical Part-time or Part-time Operator will maintain sick leave credits accrued while Regular Full-time status and will be eligible to use such credits in accordance with this Article.

22.12 Medical & Dental Appointments:

All employees who are eligible for Personal Leave Days (PLDs) should endeavor to schedule medical and/or dental appointments on their PLDs per the intent of the PLD Program. If this is not viable, and with supervisory approval, the employee may request time off with pay, providing:

- (a) The amount of time off requested does not exceed two (2) hours.
- (b) A request for Time Off Form Stat 9174, has been completed by the employee making the request.

Wherever possible, PLD's should also be used for medical/dental appointments which will require an absence in excess of two (2) hours, per the intent of the PLD program. Where the Supervisor is satisfied that a PLD is not viable, time off will be paid for and charged as sick time, providing the employee has accrued sick credits.

Where the Supervisor is satisfied that a PLD is not viable, employees should make every effort to schedule their appointments with the least disruption to their work time/work day as possible. For greater clarification, the two (2) hour timeframe referred to above is not intended to be an automatic two (2) hour time allotment and therefore, medical/dental appointments should be scheduled with the least amount of lost work time as possible.

Part Time employees are expected to schedule medical/dental appointments on their days off.

ARTICLE 23 – MATERNITY AND PARENTAL LEAVE

23.01 Maternity Leave

A female employee who has completed six (6) consecutive months employment with MTS, MTS Communications Inc. shall be granted Maternity Leave under one of two Plans:

1. **Plan A** – Maternity Leave without pay, or
2. **Plan B** – Supplemental Maternity Allowance Plan.

The following terms and conditions shall apply to both Plans:

- (a) The employee shall submit to MTS, MTS Communications Inc., 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 MTS, MTS Communications Inc. 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). MTS, MTS Communications Inc. may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing prior to the expiration of the seventeen (17) week period.

Note 1: Maternity Leave shall not exceed a TOTAL period of more than 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 is substantiated **in writing by her Physician.**

23.02 Plan A – Maternity Leave without pay shall be granted in accordance with the terms and conditions listed in clause 23.01.

23.03 Plan B – Supplemental Maternity Allowance Pay (SMAP) shall be granted in accordance with the terms and conditions listed in clause 23.01 together with the following additional terms and conditions:

- .1 Where an employee elects the Supplemental Maternity Allowance Plan, payments will consist of the following:
 - (a) For the first two (2) weeks of Maternity Leave, payment will be 93% of regular wages.
 - (b) For up to a maximum of fifteen (15) additional weeks, payments to be made will be the difference between 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 23.01 (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 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 first two (2) benefit statements to the Corporate Payroll Department. Should the Employment Insurance payment change, the employee must mail, bring or send their revised Employment Insurance statement to the Corporate Payroll Department to ensure the supplement pay is adjusted accordingly.

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

- (a) She must return to work and remain in MTS, MTS Communications Inc.'s employ for at least the hours equivalent to six (6) consecutive 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 23.01 (c), and,
- (c) Should she fail to return to work as provided under (a) and (b) above she is indebted to MTS, MTS Communications Inc. for the full amount received as Supplemental Maternity Allowance and will repay same upon request by MTS, MTS Communications Inc.

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

23.04 An employee who has been granted Maternity Leave who, before the expiration of the Leave granted under paragraph 23.01 (c) has decided that she will not resume work on completion of such Leave, shall advise MTS, MTS Communications Inc. in writing, of her decision at the earliest possible date.

23.05 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 they would be entitled to Maternity Leave.

Reasonable accommodation will be made by MTS, MTS Communications Inc. 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.

23.06 Paternity Leave:

.1 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 the mother's admission to, and/or discharge from the hospital.

23.07 Parental Leave: Natural Parents

.1 An employee who has completed six (6) consecutive months of employment with MTS, MTS Communications Inc. shall be granted up to thirty-seven (37) weeks unpaid Parental Leave in accordance with the following conditions:

- (a) The employee has become the natural father **or mother** of a child.
- (b) The employee has submitted to MTS, MTS Communications Inc. an application in writing for Leave at least four (4) weeks before the day specified in the application as the day on which he/**she** intends to commence such Leave.
- (c) Parental Leave of up to thirty-seven (37) weeks shall be taken in the fifty-two (52) week period beginning on the day on which the child is born or the day in which the child comes into the employee's care.

Note: Pursuant to Section 206.1(2) of The Canada Labour Code, the aggregate amount of Leave of Absence from employment that may be taken by two (2) employees in respect of the birth of any one (1) child shall not exceed thirty-seven (37) weeks.

- (d) An employee who wishes to resume employment on the expiration of his/**her** Parental Leave shall be reinstated in the position occupied by him/**her** at the time such Leave commenced or in a comparable position with not less than the same wages and benefits.
- (e) An employee who remains absent from work for a period in excess of up to thirty-seven (37) weeks shall forfeit the right to be reinstated. MTS. may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing, prior to the expiration of the up to thirty-seven (37) week period.
- (f) An employee having been granted Parental Leave who decides that he/**she** will not resume work on completion of such Leave, shall advise MTS, MTS Communications Inc., in writing, of his/**her** decision at the earliest possible date, but in no event later than the expiry of the Leave.

23.08 Parental Leave - Adoption

.1 An employee who has completed six (6) consecutive months of employment with MTS, MTS Communications Inc. shall be granted up to thirty-seven (37) weeks Adoption Leave under one of two Plans:

- 1. **Plan A** – Adoption Leave without pay, or
- 2. **Plan B** – Supplemental Adoption plan.

The following terms and conditions shall apply to both Plans:

- (a) The employee has commenced legal proceedings under the law of a Province, to adopt a child or obtains an order under the laws of a Province for the adoption of a child.
- (b) The employee must submit to MTS, MTS Communications Inc. an application in writing for leave at least four (4) weeks (if possible) before the day specified in the application as the day on which the employee intends to commence the Leave.
- (c) Adoption Leave of up to thirty-seven (37) weeks shall be taken in the fifty-two (52) week period, beginning on the day on which the child comes into the employee's care.

Note: Pursuant to Section 206.1(2) of The Canada Labour Code, the aggregate amount of Leave of Absence from employment that may be taken by two (2) employees in respect to the adoption of any one (1) child shall not exceed thirty-seven (37) weeks.

- (d) An employee who wishes to resume employment on the expiration of the Adoption Leave shall be reinstated in the position they occupied at the time such Leave commenced or in a comparable position, with not less than the same wages and benefits.
- (e) An employee who remains absent from work for a period in excess of up to thirty-seven (37) weeks shall forfeit the right to be reinstated. MTS, MTS Communications Inc. may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing, prior to the expiration of the up to thirty-seven (37) week period.

23.09 Plan A – Adoption Leave without pay shall be granted in accordance with the terms and conditions listed in clause 23.08.

23.10 Plan B – Supplemental Adoption Allowance Pay shall be granted in accordance with the terms and conditions listed in clause 23.08 together with the following additional terms and conditions:

- .1 Where an employee elects the Supplemental Adoption Allowance Plan payments will consist of the following:
 - (a) For the first two (2) weeks of Adoption Leave, payment will be 93% of regular wages.
 - (b) For up to a maximum of ten (10) 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 Adoption Allowance and other earnings shall not exceed 95% of the employees normal weekly earnings as per E.I. regulations.
 - (c) 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 ten (10) week period to an employee on account of their adoption of a child, the amount they are entitled to receive as provided in (b) above shall be decreased the amount they would be entitled to receive as a result of such additional Employment Insurance or other payment.
 - (d) Employees will be required to apply for and become entitled to Employment Insurance before Supplemental payments become payable.
 - (e) To verify they are receiving Employment Insurance benefits, employees must mail, bring, or send their first two (2) benefit statements to the Corporate Payroll Department. Should the Employment Insurance payment change, the employee must mail, bring or send their revised Employment Insurance statement to the Corporate Payroll Department to ensure the supplement pay is adjusted accordingly.
 - .2 To be eligible, the employee shall sign an Agreement with MTS, MTS Communications Inc. providing that:
 - (a) They must return to work and remain in MTS, MTS Communications Inc.'s employ for at least the hours equivalent to six (6) consecutive months of employment in their old capacity prior to commencing Adoption Leave,
 - (b) They will return to work on the date of expiry of their Adoption Leave, and
 - (c) Should they fail to return to work as provided under (a) and (b) above they are indebted to MTS, MTS Communications Inc. for the full amount received as Supplemental Adoption Allowance and will repay same upon request by MTS, MTS Communications Inc.
 - .3 The Supplemental Adoption Allowance does not apply to Term or Part-time employees.
- 23.10** An employee who has been granted Adoption Leave who, before the expiration of the Leave granted under clause 23.07 has decided that they will not resume work on completion of such Leave, shall advise MTS, MTS Communications Inc. in writing, of their decision at the earliest possible date.

ARTICLE 24 – LEAVE OF ABSENCE

24.01 Application for Leave of Absence shall be made by the employee in writing, except in case of emergency when the application may be made verbally, as outlined in **Policy 209.11**.

Leave of Absence may be granted to the employee upon such terms and conditions as are acceptable to MTS, MTS Communications Inc.

24.02.1 Union Leave of Absence without pay but with maintenance of seniority rights 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 the immediate Manager as soon as an employee becomes aware of the need for the Leave, but with no less than a minimum of five (5) working days. Each Leave of Absence will be subject to service requirements as determined by the Manager and will not be unreasonably withheld.

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

24.03 Union Leave of Absence without pay but with maintenance of seniority rights may be granted to any designated employee for the conducting of Union business for a period not in excess of one (1) year, with one (1) month written notice being required to the Labour Relations Department. This Leave of Absence will be subject to approval by MTS, MTS Communications Inc. The employee will have the right at any time, on one (1) months notice to return to MTS, MTS Communications Inc. employ to the same, or similar work, in which they were engaged at the time of leaving MTS, MTS Communications Inc.'s employ. Such employee shall also have the right to continue participating in the Company Pension Plan.

24.04 Bereavement Leave – The following information regarding the Company's **Policy** 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 family member of their immediate family. Immediate family shall be defined as:

- The employee's spouse or common law partner;
- The employee's father and mother and the employee's spouse or common law partner of the father or mother;
- The employee's children and the children of the employee's spouse or common law partner;
- The employee's grandchildren;
- The employee's brothers and sisters, brothers in law and sisters in law;
- The grandfather and grandmother of the employee;
- The father and mother of the spouse or common law partner of the employee and the spouse or common law partner of the father or mother, and;
- Any relative of the employee who resides permanently with the employee 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.

In the event there is a death in the employee's immediate family during the period of an employee's vacation, an employee shall upon request and proper notification to the Company, be considered to be on Bereavement Leave for the period of time granted for such leave. Any vacation lost as a result of bereavement leave can be taken at a time mutually agreed to by the employee and his/her manager.

24.05 Compassionate Leave:

The following information regarding the Company's Policy on Compassionate Leave is strictly for references purposes only and it is expressly understood and acknowledged by the Union that its contents do not form Part of this collective Agreement.

Every employee is entitled to a maximum of eight (8) weeks leave from their employment within a 26 week window to care for an ill family member who has a "significant risk of death within six months" (medical certificate is required), and who requires one or more family members to provide emotional support and arrange or directly provide health care.

A family member is defined as:

- The employee's spouse or common law partner;
- The employee's child or the child of the employee's spouse or common law partner;
- The employee's parent or the spouse or common law partner of the employee's parent.

The eight (8) weeks leave does not have to be taken consecutively, however periods of leave must be at least one week at a time.

The aggregate leave may be taken by two or more care giving family members.

Pension, health, disability benefits and seniority shall continue to accumulate during leave. Employer contributions shall also continue, unless employee contributions are required and the employee fails to make them.

In addition to leave, an employee may be eligible for Employment Insurance (EI) benefits. To be eligible, an employee requires 600 insurable hours.

Eligible employees can receive up to six (6) weeks EI benefits. There is a two (2) week waiting period.

Two (2) or more family members can share compassionate care benefits, however the total benefits remain at six (6) weeks. The benefits are applicable to those caring for ill family members living outside of Canada.

ARTICLE 25 – REMOTENESS ALLOWANCE

25.01 Remoteness Allowance will be paid in accordance with MTS, MTS Communications Inc. policy as covered by **Policy 204.19**. Where MTS, MTS Communications Inc. amends **Policy 204.19**, the Union will be provided with a revised copy for information.

25.02 The following paragraphs are for informational purposes only, on the general content of **Policy 204.19**.

25.03.1 The basic scheme allots classification points to MTS, MTS Communications Inc. work locations north of the 53rd parallel on the basis of climatology, population and accessibility.

.2 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.

25.04.1 To qualify for Remoteness Allowance an employee must reside north of the 53rd Parallel and report to one of the designated work locations listed in **Policy 204.19**

25.04.2 An employee who is temporarily transferred to a designated northern work location, and whose expenses for transportation, board and lodgings are paid by MTS, MTS Communications Inc., is not eligible for Remoteness Allowance.

25.05.1 An employee who is absent without pay for five (5) consecutive days in any pay period for any reason other than sick furlough shall have their Remoteness Allowance reduced on a pro-rated basis.

- .2 An employee on unpaid sick furlough will receive Remoteness Allowance for a period, not to exceed four (4) weeks after commencing such furlough.

25.06 Clerical Regular Part-time, Clerical Part-time and Part-time Operators will be paid the Allowance on a pro-rated basis.

25.07 Remoteness Allowance Eligibility

(For Northern Region Employees Hired or Transferred in Prior to January 1, 1991)

25.07.1 Household I status will be assumed for all employees eligible for Remoteness Allowance, with the provision that only one (1) 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 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 their spouse for a period exceeding one year, or less than one 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 a 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 MTS Group of Companies and they are eligible for Household II Remoteness Allowance, they may elect to have the Allowance paid in either of two ways, as established by the employees involved:
- (i) The full amount to one spouse only, as the couple so designates.
- (ii) Divided equally, to the nearest cent, between the two spouses.
In the event that one marital partner is a Regular employee and the other partner is Term or Casual Part-time, the Household II Allowance will be payable only to the Regular employee.
- (c) Two (2) or more employees of the MTS Group of Companies who share 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 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, 1991).

25.07.2 All employees are eligible for Household I status.

An employee may qualify for Household II status providing:

- (i) there are no other employees of the MTS Group of Companies within the same household, and
- (ii) they have a dependant(s) who meets at least one (1) 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 year, who is dependant upon and resides with the employee, and whose earnings do not exceed the spousal dependant 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 cohabitating partner with whom they have been involved in a marriage-like relationship for a period of at least one year, who are dependant upon and residing with the employee, whose earnings do not exceed the third and each additional dependant 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 cohabitating partner with whom they have been involved in a marriage-like relationship for a period of at least one year, who are dependant upon and residing with the employee, whose earnings do not exceed the infirm dependant net income levels as annually established by Revenue Canada.

Note: Where more than one (1) employee of the MTS Group of Companies 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.

25.07.3 Application for Remoteness Allowance must be made by completing the Northern Allowance and Transportation Eligibility Claim Form (for employees covered under 25.07.1, use Form 1083 and for employees covered under 25.07.2, use Form 1320):

- (i) When first requesting Remoteness Allowance and/or Northern Transportation;
- (ii) When a change in status occurs;
- (iii) Annually prior to January 1st.

25.07.4 A Regular employee who resides in any of the Northern communities and who qualifies for Remoteness Allowance will receive Transportation Allowance each year at the completion of the required number of years of Northern service (any prior Northern service will be taken into account) as follows:

Category A: Two (2) return trips after the anniversary, and each year thereafter, of two (2) years Northern Service effective date of signing.

25.08 Northern Retention Premium

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. Twelve (12) month periods shall run from September 11th of the previous year to September 10th of the following year.

Employees hired into the North shall be eligible to receive a prorated premium for time worked between September 11th of the previous year to September 10th of the following year.

Where an employee is temporarily assigned by the Company to work south of the 53rd parallel, 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 to be folded into the regular base rate of pay, and shall not be considered pensionable earnings.

ARTICLE 26 – UNION MANAGEMENT RELATIONS

26.01 It is agreed by the Union and MTS, MTS Communications Inc. that a Union Management Relations Committee be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern. Meetings shall be held on an as required basis with time, date and location to be jointly agreed to by both parties. Any meeting may be cancelled or deferred providing both the Union and MTS, MTS Communications Inc. agree. These meetings shall be attended by a

Union Committee comprising of four (4) employees and the National Representative. MTS, MTS Communications Inc. members will include four (4) Managers and a Representative from the Industrial Relations Section.

Union Committee Members shall be allowed time off with pay to attend such meetings. Union Committee Members' travel, meals and accommodation expenses shall be paid by the Union.

Minutes shall be taken in all cases and approved by MTS, MTS Communications Inc. and the Union.

26.02.1 Nothing in this Article shall be construed so as to infringe upon any rights of MTS, MTS Communications Inc. or the Union as set forth in this Agreement.

ARTICLE 27 – GENERAL PROVISIONS

27.01 Tools

MTS, MTS Communications Inc. shall decide what tools are required for the work covered by this Agreement and shall supply or make them available and shall replace such of these tools as in MTS, MTS Communications Inc. judgment become obsolete or worn out. Each employee shall be responsible to MTS, MTS Communications Inc. for all tools assigned to them.

27.02 Dental Plan

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

ARTICLE 28 – DURATION OF AGREEMENT

28.01 This Agreement shall become effective on the date it is executed and shall be and remain in force until the **19th day of December 2007**.

28.02 Unless amended or terminated on ninety (90) days written notice given by either party, to the other, prior to the expiry of said term, it shall continue in full force and effect thereafter until amended, or terminated, at any time by ninety (90) days written notice.

28.03 MTS, MTS Communications Inc. 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.

28.04 Upon coming into force of this Agreement, any other Agreement or existing Letters of Understanding which are not renewed shall be terminated.

ARTICLE 29 - PENSION COMMITTEE AND BANKING OF VACATION CREDITS/VACATION OVERTIME CREDITS FOR PENSION PURPOSES

Pension Committee:

The parties agree that a Pension Committee will be established to monitor the operation of the Pension Plan and make recommendations as required.

One (1) representative on behalf of all CEP members employed by MTS and its Subsidiaries shall be elected to the Pension Committee. Said representative must be an employee of MTS or its Subsidiaries.

Banking of Vacation Credits/Vacation Overtime Credits for Pension Purposes:

- 1.** Employees shall be allowed to bank up to five (5) days of vacation credits or up to five (5) days of vacation overtime credits, in a vacation year.
- 2.** Employees fifty-one (51) years of age and over shall be allowed to bank up to ten (10) days vacation credits, or up to ten (10) days of vacation overtime credits, in a vacation year.

The maximum combined total of vacation credits an employee can bank is fifty (50) days.

Note: Banking of “vacation overtime credits” for pension purposes must be determined at the same time as banking of “vacation credits” (ie: once per year – February/ March timeframe).

ARTICLE 30 – RELOCATION

Where it becomes necessary to relocate employees with no net reduction in the Company's total staff, the following provisions will apply:

1. Voluntary – In the selection of employees for permanent relocation and/or reclassification, the Company will first give consideration to those employees who desire to relocate/reclassify. A notice of the position and new location will be posted in the affected location for a period of seven (7) calendar days. Volunteers must express their interest in writing with a covering letter and resume. If the relocation and job is to a same or lower rated job than the Volunteer, they must meet the “essential qualifications” of the job to be filled. If the relocation and job is to a higher rated job than the volunteer, they must meet the “qualifications” of the job to be filled. In such cases, the employee with the most seniority who meets the necessary qualifications shall be permitted to relocate.

“Essential Qualifications” and “Qualifications” shall be consistent with the definitions in Article 6 – Definitions.

2. Involuntary
 - (a) The most junior employee in the affected job title and location will be designated for relocation/reclassification.
 - (b) The employee so designated in (a) above shall have the right to bump the most junior employee in the location. The bumped employee will then be relocated/reclassified to the vacant position and has no further bumping rights related to this move.
 - (c) Employees filling jobs involving involuntary relocation/reclassification must meet the essential qualifications of the job. Employees who meet the essential qualifications of the job will be provided minimal training and job experience not to exceed eight (8) weeks.

Note: Applicable employees who do not meet the essential qualifications of the job, or who choose not to relocate, shall be placed on Voluntary Location Layoff pursuant to Article 8 – Layoff with no bumping rights.

3. Employees so designated or bumped under the terms of this **Article** shall receive a minimum of fourteen (14) calendar days notice prior to the effective date of the relocation.
4. The Company will notify the Union at least seven (7) calendar days prior to any notification being given to the employee(s) concerned. The Union agrees not to disclose the relocation or any details pertaining to the relocation until such time as this information has been fully communicated to affected employees by the Company.
5. Every employee involuntarily relocated and/or reclassified by the Company shall be afforded the opportunity, upon request in writing, to return and/or be reclassified to their former or similar classification.

When a vacancy occurs in the original location in the same or similar classification, it will be filled by giving first consideration to employees requesting a return and for which they meet the essential qualifications. The order in which such employees may return shall be in accordance with their seniority.

6. All employees involuntarily relocated and/or returned will have all normal moving expenses paid by the Company pursuant to **Policy 202.11**.
7. Employees reclassified through this clause will receive the same wage treatment as that provided under Article 8 - Layoff.
8. Where an employee is within one hundred (100) kilometres (city limit to city limit) of their new location, they shall be allowed Company mileage rates or Company provided transportation to

commute for a period of not more than one (1) year. This provision would be in lieu of moving expenses.

ARTICLE 31 – WAGE RATE INCREASES

- 31.01 First Year: Effective December 25th 2004, 3% will be applied to all wage rates and classifications.**
- 31.02 Second Year: Effective December 24th 2005, 3% will be applied to all wage rates and classifications.**
- 31.03 Third Year: Effective December 23rd 2006, 3% will be applied to all wage rates and classifications.**

POLICY INFORMATION

The following information regarding Company **Policies** is for reference purposes only and does not form part of this Agreement.

An employee requiring assistance or information covering the following circumstances should communicate with their immediate Manager and if not available contact the **Executive Vice President Human Resources**.

- (1) On Duty Accidents.
- (2) Leave of Absence (which includes Compassionate).
- (3) Special Civil Duties (Jury Duty).
- (4) Employees engaged in Political Activities.
- (5) Plan for Assistance to Voluntary Out of Hours Education.
- (6) Use of Privately Owned Automobile on Company Business.

The Company agrees to advise the Union regarding any significant changes which may alter the employee benefits covered by the **Policies** noted above.

LETTER OF UNDERSTANDING EMPLOYEE PERFORMANCE APPRAISALS

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

A formal employee Performance Appraisal takes place normally once every twelve (12) months. When a formal Performance Appraisal is reviewed with the employee, the employee will have up to five (5) working days from the date the Appraisal was reviewed with them, to review its contents and attach their comments in writing. The Appraisal document must be signed and dated by the employee as having been reviewed with them. It is understood that the employee's signature does not necessarily signify concurrence, but rather that the Appraisal has been read and understood by the employee. A copy of the Appraisal will be provided to the employee.

Note: The above is for information purposes only and does not form part of the Collective Agreement.

LETTER OF UNDERSTANDING LAYOFFS & CONTRACTING OUT

The following shall confirm our understanding of the above subject as agreed during negotiations between Manitoba Telecom Services Inc., MTS Communications Inc., and MTS **Media** Inc. (hereinafter referred to as "the Company") and the Communications, Energy & Paperworkers Union of Canada, Locals 7 (hereinafter referred to as "the Union"):

IN CONSIDERATION of agreeing to a new Collective Agreement, the Company and the Union agree that:

For the duration of the renewed and revised Collective Agreement and thereafter until it is mutually agreed to amend this Agreement, this Agreement shall remain in full force and effect.

Article 8.06 shall not apply to any work contracted out prior to this Agreement, whether such contracting out is ongoing or not.

During the life of the renewed and revised Collective Agreement, the Union shall be notified in writing of any existing bargaining unit work newly contracted out.

LETTER OF UNDERSTANDING RETRAINING ALLOWANCE

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

Regular employees who qualify for the Enhanced Voluntary Termination Incentive Program (EVTIP), who depart MTS, MTS Communications Inc. during the life of the Collective Agreement pursuant to the EVTIP or Layoff, shall be eligible to receive a retraining allowance to attend courses or programs of study registered with the Manitoba Department of Education and Training.

A retraining allowance to cover necessary books and tuition up to \$2,000.00 during the life of the Collective Agreement will be provided upon the production of applicable receipts.

This Letter of Understanding terminates on December 19, 2007, and no allowance will be paid after this date.

LETTER OF UNDERSTANDING TESTING

Typing Tests shall be administered every three (3) months and shall occur in conjunction with the qualifications of a vacant position which requires filling.

An employee may re-take the existing Teleskill test after a period of not less than eighteen (18) months, providing their request is in conjunction with the qualification of vacant position which requires filling and to which they have applied.

LETTER OF UNDERSTANDING VOLUNTARY TERMINATION INCENTIVE PROGRAM (VTIP)

This will confirm our understanding of the above subject as agreed during negotiations between CEP Local 7 and the Company as follows:

During the life of the Collective Agreement, where the Company determines that it is necessary to permanently reduce its CEP workforce, it shall, prior to invoking Article 8 of the Collective Agreement, offer a Voluntary Termination Incentive Program (VTIP).

Where any one of the MTS Group of Companies as defined in Article 6.16 of the Collective Agreement introduces a Voluntary Termination Incentive Program, it is agreed that the same Program will be offered simultaneously to employees covered by the CEP Collective Agreements within each of the MTS Group of Companies.

It is agreed that this Letter of Understanding and Article 8 of the Collective Agreement shall satisfy the rights and obligations of the Canada Labour Code, including Section 229.

SECTION 2 – Operator Services

ARTICLE 1 – HOURS OF WORK

1.01 Except as modified by Sections 1.02 through 1.12 inclusive, the basic work week for Operators shall be five (5) days but this may be averaged over a two (2) week period provided not less than one (1) day's rest is scheduled in each week. Assignments shall not exceed seven (7) consecutive days. There shall be a minimum of nine (9) hours off between scheduled tours. Assignments may

include Saturdays and Sundays. Arrangements of hours for sessions shall be established by the Department and the assignment shall be made by the Department as necessary to meet service requirements. Scheduling shall be considered a subject for discussion at Labour Management meetings. Where improvements can be made that will meet requirements, MTS Communications Inc. will attempt to make appropriate changes.

1.02 Seven (7) hours shall be the basis of a day's work and a day's pay. When an Operator works any tour per sections 1.02.1 to 1.02.5, inclusive, they shall be paid one (1) day's pay.

Note: Three (3) consecutive hours shall be the minimum length of tour assigned to a Part-time Operator.

1.02.1 A day tour shall consist of seven (7) hours between 7:00 a.m. and 6:00 p.m. with fifteen (15) minutes relief given as near the middle of each session as practicable. The daily work period shall be confined within an eight (8) hour limit.

Day tours starting 6:00 a.m. may be scheduled as locally required on a voluntary basis.

.2 An early evening tour shall consist of seven (7) hours, terminating between 6:00 p.m. and 7:30 p.m. with fifteen (15) minutes relief given as near the middle of each session as practicable. The daily work period shall be confined within an eight (8) hour limit.

.3 A late evening tour shall consist of six (6) consecutive hours terminating after 7:30 p.m., but not later than 1:30 a.m. with two (2) fifteen (15) minutes given for relief and lunch purposes.

.4 In offices where two (2) or more night Operators are scheduled the all night tour shall be 11:30 p.m. to 7:00 a.m. with thirty (30) minute lunch period given as near the middle of the tour as practicable and with fifteen (15) minutes relief given in each session.

Note: For assignment of days off the all night tour shall be considered the first tour of the day.

.5 In offices which provide more than one (1) service, which cannot be handled from a common position and where one (1) or two (2) night Operators are scheduled, the night tour shall be midnight to 7:00 a.m. with no regularly scheduled lunch or relief periods but the Operator is permitted to rest when the board is not busy provided the night alarm is tested before each rest period.

Note: For assignment of days off the all night tour shall be considered the first tour of the day.

1.03 Covering tours per paragraph 1.02 - Operators working on Video Display Terminals shall not work longer than two (2) hours without relief or meal period.

1.04 Employees will be scheduled at least one (1) long weekend off every six (6) weeks, which shall include a Friday and a Monday.

1.05 MTS Communications Inc. shall provide for a specific day on which Part-time Operators will be called for scheduled assignments. The call days shall be determined by the Manager Operator Services on an individual office basis. The specific call day may vary as a result of office workload or local conditions.

The following general provisions shall apply:

1.06 An employee who is unable to report for duty at the scheduled time must notify the Operator Office in-charge person at least one (1) hour before they are scheduled to commence work. Failure to give such notice and/or not being on duty at the scheduled time may be cause for loss of pay for time not worked and may also be grounds for further disciplinary action. However, each such case may be judged on its own merits and extenuating circumstances shall be given full consideration.

1.07 On a change from Standard Time to Daylight Time, or vice versa, employees on assigned tours of duty commencing at, or embracing the time when the official time change takes place, shall report for duty at the scheduled hour and shall work their normal amount of hours of work regardless of the effects of the time change. Any time worked in excess of the normal hours of work will be paid at overtime rates.

1.08.1 A minimum of twenty-four (24) hours notice shall be given (except under emergency or illness conditions) for any tour change and employees shall be personally notified. Unreasonable tour changes shall not be made. When a tour change is required by MTS Communications Inc. on less

than twenty-four (24) hours notice, MTS Communications Inc. may offer the change to available and qualified employees, as a desirable alternative to the employee's scheduled hours and if the change is accepted, overtime rates shall not apply. If MTS Communications Inc. requires an employee to make a tour change on less than twenty-four (24) hours' notice, then overtime rates will be paid for those hours that fall outside of the originally scheduled hours.

- .2 When a tour assignment change is requested by an employee on more than twenty-four (24) hours notice, permission to change shall not be unreasonably withheld if, in the opinion of MTS Communications Inc. a change can be satisfactorily arranged.
- .3 Trading of scheduled assignments involving two (2) Operators (single trade) or three (3) Operators (double trade) shall normally be allowed without approval from Management. Trades may be limited to include only Operators proficient in the same service(s) in order to maintain service requirements. MTS Communications Inc. reserves the right to refuse trades should the provision of service be adversely affected.

1.09 Work schedules shall be for a minimum of two (2) weeks and shall be posted two (2) weeks prior to the effective date.

Note: Schedules for the two (2) week period which includes Christmas and New Year's shall be posted at 3:00 p.m. on the last Friday in November of each year.

- 1.10 Where practicable, rotation of tours within their respective offices, will apply.
- 1.11 Bookoffs, up to and including five (5) days may be allowed when Operator Office conditions permit and may be granted when authorized on the basis of first request.
- 1.12 Leave of Absence for a period exceeding five (5) days may be allowed when Operator Office conditions permit and shall be submitted in writing two (2) weeks prior to effective date.

ARTICLE 2 – DIFFERENTIALS

- 2.01 The Differentials outlined in paragraphs 2.02 and 2.03 are not applicable when an employee is being paid premium holiday pay, overtime rates, nor shall evening and all night tour differentials be paid if an employee is being paid Sunday Differentials for such tour of duty.
- 2.02 Tour – early evening and all night tour differentials will be paid at \$1.00 per hour or portion thereof (i.e. \$.50 per half-hour) for all hours worked between 6:00 p.m. and 8:00 a.m. This shall not apply to a day tour commencing prior to 8:00 a.m.
- 2.03 Sunday – a differential equal to one half (1/2) the regular rate of pay for the time worked will be paid for a regular assignment of work completed on a Sunday.
- 2.04 Christmas, New Year's Eve – when an employee works on December 24th or December 31st, they shall be paid straight time extra for all time worked between 6:00 p.m. and 12:00 midnight, but shall not then be eligible for differential provided under either paragraphs 2.02 or 2.03, nor shall such special compensation be paid if the employee is being paid overtime rates.
- 2.05 In Charge – an employee assigned to be in charge, during a period in which no Management person is in charge of the office, shall be paid a differential of \$1.00 per hour, for each full hour (\$.50 per half-hour), if there are two (2) or more Operators, including the designated person in charge, on the board. A list of in-charge duties will be available from the Manager Operator Services (M.O.S.).
- 2.06 Operating Clerk – an Operator performing Clerical duties on a regular basis, shall be paid a differential of \$1.00 per hour in specified locations.
- 2.07 **Saturday**
 - .1 An employee who is normally scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of MTS Communications Inc. works at least one (1) session on each of successive Saturdays shall be paid a differential of one dollar (\$1.00) per hour for time worked on all tours commencing on Saturday, regardless of terminating time (this includes the all night tour commencing at 11:30 p.m. on Friday) on the second and subsequent Saturdays so worked.

- .2 The Saturday Differential shall not be included in wage payments for paid absence from duty.
- .3 The Saturday Differential shall not be paid for any hours for which an employee is being paid premium holiday pay, Christmas Eve or New Year's Eve differentials or overtime rates.
- .4 Where an employee who is assigned to work on a Saturday exchanges her Saturday assignment with another employee who was not assigned to work on that Saturday, such Saturday work shall not be considered as having been performed "at the direction of MTS Communications Inc. by either employee."

ARTICLE 3 – VOLUNTARY WORK ASSIGNMENTS ON STATUTORY HOLIDAYS

- 3.01** The following terms and conditions will apply for Regular Operators, Regular JSA/SAs, Term Full-time Operators and Part-time Operators who wish to volunteer to be assigned to work on a Statutory Holiday. It is understood that there shall be four (4) separate lists as follows:
- (1) Regular Operators, (2) Regular JSA/SAs, (3) Term Full-Time Operators, (4) Part-time Operators.
- .1 Operators wishing to work on a Statutory Holiday will indicate their desire to work by entering their name on the list(s) posted covering that Statutory Holiday. Individual entries will be the sole responsibility of the employee.
 - .2 The list(s) shall be posted for fourteen (14) consecutive days approximately one (1) month prior to the holiday.
 - .3 The list(s) covering December 25, December 26 and January 1 will be posted from September 15 to October 15.
 - .4 All shift assignments and preferences (as per Preference Card) will be assigned on the basis of seniority and service requirements. It is understood that Regular Operators shall be given first consideration, Regular JSA/SAs second consideration, Term Full-time Operators third consideration and Part-time Operators fourth consideration.
 - .5 Separate holiday schedules shall be maintained for Operators and Service Assistants in offices where applicable.
 - .6 Statutory Holidays volunteered for and worked will be counted as holidays worked for the holiday rotation record.
 - .7 Employees who volunteer to work a Statutory Holiday, which may fall on their regular or long weekend off, will not have their weekend off re-scheduled. A separate list will be posted to identify employees whose long weekend off falls on the Statutory Holiday.
 - .8 The final assignments for Statutory Holidays shall be at the discretion of the Manager Operator Services as necessary to meet service requirements.
 - .9 Service Assistants wishing to work on a Statutory Holiday, volunteer to do so only in their own classification by entering their name on the Service Assistants holiday schedule. Service Assistants who have volunteered to work and have not been offered work as a Service Assistant, will be assigned the tour of the most senior Operator who would otherwise be working involuntarily.
 - .10 If there are still insufficient volunteers to meet service requirements on a Statutory Holiday after exhausting qualified volunteers from all four (4) lists noted in 3.01, assignments will be made by inverse seniority of "scheduled" employees, commencing with "scheduled Part-time Operators" first, Term Full-time Operators second, Regular Operators third and Regular JSA/SAs fourth, in accordance with normal assigning procedures.
 - .11 Junior Service Assistants wishing to work on a Statutory Holiday, must enter their name on both the Operators and the Service Assistants holiday schedules.
 - .12 MTS Communications Inc. and the Union agree to review the above procedures on a regular basis if administrative problems occur with the process.

ARTICLE 4 – SCHEDULING OF PART TIME OPERATORS

By **November 1st** of each year, MTS Communications Inc. will canvass all Part-time Operators province wide, (excepting those who have been hired pursuant to Article 6.04.1 since April 1st 2001, or those who have requested and been granted transfers pursuant to Article 6.04.1 since April 1st 2001), to determine who wishes to be scheduled shifts for a one (1) year period **commencing in January of the following calendar year.**

Part Time Operators who do not elect to be scheduled for a one (1) year period, **shall** only be called for surplus shifts beyond those which cannot be filled by Scheduled Part-time Operators.

Scheduled Part-time Operators will be scheduled after regular Full-time Operators, and when applicable, after Term Full-time Operators.

All “scheduled” Operators shall be scheduled on services as determined by the Company in accordance with their seniority and as close to their preferred hours available at the time of scheduling.

Operators committing to be scheduled for a one (1) year period must fulfill the one (1) year commitment and will be scheduled shifts as the demands of service necessitate.

Tours for Scheduled Part-time Operators will be scheduled pursuant to the number of shifts per week they commit to be scheduled (where service requirements necessitate).

The Company will not schedule shifts beyond the number of weekly shifts committed to by the Operator at the outset of the yearly canvas. Scheduled Part Time Operators wishing to take time off during the one (1) year period must select time off in accordance with Article 17 – Vacations. Availability sheets will not be used. Part-time employees will have the right, by seniority number, to select unpaid time off in lieu of vacation in accordance with the provisions of Article 17. Requests by Scheduled Part-time Operators for unpaid time off in lieu of vacation must be identified prior to April 1st and are subject to managerial approval.

Tours for Scheduled Part Time Operators will be scheduled in conjunction with applicable Office Hours of Operation. (For example, Brandon is not a 24 hour operation, and therefore, will not have all night tours).

Scheduled Part Time Operators who are unable to report to work for their scheduled shift due to illness or emergency are subject to the same reporting provisions as Regular Full Time employees. (i.e. absence must be reported prior to the start of their shift).

Tours for Scheduled Part time Operators will be posted and scheduled in accordance with Section II, Article 1 of the Collective Agreement.

Essential shifts (for example, the all night tours, FRED, etc) will be filled with the most junior “scheduled” employee trained and proficient in the necessary service(s). Should there be no Term Full Time Operators and no Scheduled Part-time Operators trained and proficient in the necessary service(s), such shifts will be filled with the most Junior Regular Full-time employee trained and proficient in the necessary service(s).

ARTICLE 5 – PREFERENTIAL PROVINCE WIDE SCHEDULING

Operator Services remains committed to cross training staff in conjunction with the requirements of the business. All Operators shall be scheduled on services as determined by the Company in accordance with their seniority and as close to their preferred hours available at the time of scheduling.

There shall be two (2) lists for the purposes of preferential scheduling province wide; one (1) list for Regular Full Time Operators and one (1) list for Scheduled Part Time Operators. Regular Full Time Operators shall be preferentially scheduled first with other Regular Full Time Operators in accordance with their seniority and scheduled Part Time Operators shall be preferentially scheduled next with other scheduled Part Time Operators in accordance with their seniority.

ARTICLE 6 – PROVINCE WIDE TRADING

The Company shall allow province wide trading amongst “scheduled” Operators who are proficient in the same service(s). This means that “scheduled” Part Time Operators can trade with Regular Full Time

Operators who are proficient in the same service and vice a versa. Call out Part Time Operators who accept shifts are not included in province wide trading.

Unlimited trading within a location shall continue as per current practice, (ie within a location, a Call out Part Time employee who has accepted a shift can trade with another scheduled Operator). **All trades are to be entered in the Trade Book. In the event of a dispute, trades entered in the book will stand. If trades have not been entered into the book, the schedule shall prevail.** Schedules for each location shall be posted complex wide.

Trading shall not violate the terms of the Collective Agreement or the Canada Labour Code, specifically, but not limited to:

- **Employees shall not exceed seven (7) hours work per day and thirty-five (35) hours per week, and;**
- **There must be a minimum of nine (9) hours off between shifts.**

Trades must be executed within the same pay period. IOU's and give aways shall not be permitted.

ARTICLE 7 - TEMPORARY OUT-OF-SCOPE POSITIONS

An appointment to a temporary out of scope position shall not normally exceed six (6) months, unless mutually agreed between MTS Communications Inc. and the Union.

ARTICLE 8 – REMOTE MONITORING

The Company and the Union agree to the following with respect to the implementation of Remote Monitoring in Operator Services:

1. Remote Monitoring will not be used for disciplinary purposes, intimidation or harassment. The intent of remote monitoring is to be used as a training and development tool and to assess/improve the provision of customer service. However, discipline would not be precluded, if for example, an Operator used foul language to a customer.
2. The Company will provide the Union with the statistics on sick leave, and doctor's appointments prior to the implementation of monitoring and at each six (6) month interval.
3. **Changes to monitoring criteria and measurements shall be discussed amongst members of the Remote Monitoring Committee prior to implementation. The Remote Monitoring Committee shall be comprised of three (3) CEP bargaining unit members and three (3) management employees. It is understood that any Local 7 union representatives who may participate on this committee shall do so in their capacity as an Operator, JSA or SA. The Quality manager of Customer Care shall make all final decisions in the event of any impasses amongst the committee.**
4. Each Operator will be monitored for ten (10) consecutive minutes per month on the service that they are scheduled on that day. For greater clarification, a service shall be defined as follows:
 1. Directory Assistance
 2. Toll
 3. MRS
 4. MRS & Toll
 5. Conference
 6. Dual (Directory Assistance & Toll)
 7. Bilingual
 8. MRS, Toll & Directory
 9. Special Services (Fred, Hobic, Rate & Route, PBX)

NOTE: In the event new equipment/ positions are implemented that can accommodate more of the above noted services on one (1) position, it will be deemed one (1) service.

5. Employees can advise they do not wish to be monitored if having a really bad day (must be for bona fide reasons). Employees must not do repeatedly and if excessive, the Company will manage.
6. Adjacent Monitoring shall only be conducted on newly trained employees or those employees being trained on new services.
7. Reduced monitoring will be based on six (6) consecutive evaluations that indicate excellent performance as well as an acceptable average handling time.
8. Employees will access audio tapes on Company time. A cubicle will be provided for access and feedback purposes. Upon request, employees will be provided with an individual tape of their calls.
9. All night operators will be monitored during their tours.
10. When an evaluation score is good to excellent, the Feedback/Training SA will meet with the operator, present them with the report, commend them on achieving good to excellent and provide for them to ask any questions they may have.

Note: It is understood that following ratification of the new Collective Agreement, the members of the Remote Monitoring Committee shall reconvene to discuss the method of providing positive feedback to employees, recognizing the value of positive feedback in conjunction with the requirements of the business.

11. Except where it is necessary to conduct surveillance for security and/or service analysis reasons, each Operator will be provided notice at the beginning of their tour that they will be monitored that day. **Notwithstanding, an employee who does not wish to receive notice of monitoring must advise their immediate manager in writing.**
12. JSA's & SA's are not Operators and therefore will only be remotely monitored if they are assigned an operator tour.
13. Manager's, SA's and the Union will have access to the audio tapes. Tapes will initially be kept for a period of three (3) months, however where a grievance or dispute exists, tapes will be retained until such time as a resolve is reached.
14. Regular SA positions will be posted and filled per the Collective Agreement.
15. Service Assistants (SA's) will be provided necessary training related to Remote Monitoring by the Quality Manager in Customer Care.
16. **Monitoring rotations for existing trained Service Assistants (SA) shall be three (3) months in duration. Monitoring rotations for new Service Assistants shall be twelve (12) months in duration.**

The feedback/training SA's (Corydon and Brandon) will be required to perform a variety of functions, including, but not limited to, cross training, follow up training, cutover training, operator parallels, in charge duties, set call duties, etc.

Tours and hours of work will be scheduled in accordance with service requirements and the Collective Agreement. Tours may be on any day of the week and may include day tours, early evening tours, late evening tours and excepting the Brandon office, the all night tours.

Long weekends and statutory holidays will be scheduled pursuant to the Collective Agreement.

The two (2) Monitoring SA's can trade with each other. The feedback/ Training SA's in Winnipeg can trade with each other. Brandon SA – status quo.

17. Following Monitoring, the SA will send a report/evaluation to the applicable Feedback/Training SA, with a copy to the Operator's manager. The Feedback/Training SA will review the report/evaluation and provide a recommendation to the manager for discussion. The feedback/Training SA will then provide feedback to the Operator with a copy provided to the manager. The SA's manager may sit in at any time to assess their SA's performance.
18. SA's will do the monitoring, feedback and training of Operators, however their manager(s) may sit in at their discretion for the purpose of evaluating the SA's performance.

**LETTER OF UNDERSTANDING
OFFICE COMMITTEE**

This will confirm our understanding of the above subject as agreed during negotiations between CEP Local 7 and the Company as follows:

The purpose of Office Committee meetings is to improve working conditions, quality of customer service and efficiency.

Office Committee meetings shall be held on a quarterly basis. Office Committee shall be comprised of three (3) or four (4) employees and at least one (1) manager. All Operator Services staff are eligible to serve as Office Committee members for a period of not longer than twelve (12) months. Members will be selected by lottery. An employee cannot serve a second or subsequent term of office until every employee in the office who has volunteered has had an opportunity to be a member of the Office Committee. Stewards and local officers are eligible to stand as Office Committee members but would not be acting as representatives of the Union at Office Committee meetings.

A written record of all Office Committee decisions, office policies and procedures initiated by Office Committee(s) shall be kept on file and available to all employees in the office.

A copy of Office Committee agendas and minutes will be sent to the CEP office and other Office Committee members.

**SECTION 3 – Clerical
ARTICLE 1 – HOURS OF WORK**

1.01 The following Clerical tour definitions are intended to serve as parameters in scheduling Clerical Hours of Work. Where it is necessary for MTS, MTS Communications Inc. to implement other tours for the efficient operation of the business, MTS, MTS Communications Inc. and the Union shall meet to negotiate other tour arrangements.

1.02 For all employees in Wage Schedule 1, the following shall apply:

- .1** The normal working day shall consist of seven (7) hours and twenty-three (23) minutes. Twenty (20) such working days shall constitute two (2) consecutive bi-weekly pay periods with a total of one hundred and fifty (148) hours of work, that is an average of thirty-seven and one half (37) hours per week.
 - (a)** Regular Full-time employees shall be entitled to accrue five (5) Personal Leave Days off per calendar year. Term Full-time employees shall be entitled to accrue Personal Leave Days on a prorated basis. Personal Leave Days shall not normally be scheduled during the months of June, July, August and September. Outside of these months, Personal Leave Days may be scheduled on any day of the week, however, where work schedules and service requirements permit, they will be scheduled to be taken adjacent to regular days off. 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, therefore, all accrued Personal Leave Days shall be scheduled to be taken off by December 31st of each calendar year.
 - (b)** **Regular Full-time employees working in a 5, 6 or 7 day operation shall be guaranteed that two (2) of their four (4) days off in a fourteen (14) day pay period shall be consecutive. It is agreed that Regular Full-time employees shall not be scheduled to work more than seven (7) consecutive days without a day of rest.**
- .2**
 - (a)** A daytime tour shall not be assigned to commence before 7:00 a.m. nor terminate later than 6:00 p.m. and shall include an unpaid lunch period not to exceed one (1) hour.
 - (b)** An evening tour shall end between 6:00 p.m. and 1:30 a.m.

(c) The all night tour shall commence between 11:00 p.m. and 12:00 midnight.

Note 1: An employee's daily hours of work shall not exceed eight (8) hours and twenty-three (23) minutes in length.

Note 2: Where MTS, MTS Communications Inc. assigns an employee to a straight seven (7) hour and twenty-three (23) minute tour of duty, the employee shall be allowed a paid twenty (20) minute meal period within the tour, but shall remain within the general work area and available for work if required.

Note 3: There shall be a minimum of nine (9) hours off between scheduled tours.

.3 Assignment of tours of duty may include Saturdays and Sundays provided they are consistent with the one hundred and forty-eight (148) hours of work over two (2) consecutive bi-weekly pay periods.

.4 Full-time employees shall be scheduled two (2) paid twenty (20) minute relief periods by the Company. Part-time employees shall be scheduled relief periods as follows:

4 hours or more – One (1) paid twenty (20) minute relief period;

6 to 7.25 hours – Two (2) paid twenty (20) minute relief periods.

Wherever possible, the Company will endeavour to schedule relief breaks for Full-time employees as close to the middle of their shift as possible.

Note: Part-time employees who work seven (7) or more hours during a working day shall be entitled to an unpaid meal period not to exceed one (1) hour.

1.03.1 Employees shall go to and from work on their own time and shall report to duty at the appointed starting time at their headquarters which is defined as the city, town or village where they are regularly assigned to work. Time spent travelling beyond headquarters after the appointed time shall be considered as work time and transportation shall be supplied.

.2 After the appointed starting time, all time spent loading, unloading, driving, or being transported in a Company-owned or hired vehicle shall be considered as work time.

.3 After the appointed starting time, all time spent loading, unloading, driving or being transported in a Company-owned or hired vehicle shall be considered as work time except time spent driving or travelling in Company vehicles or otherwise, when going to and from the mid-tour meal. Where MTS, MTS Communications Inc. considers it necessary to transport the employee to a location where meals are available, such time shall be considered work time.

1.04 Changes of Tour of Duty

.1 No regular assignment of tours of duty shall be made for a period of less than fourteen (14) calendar days. It is agreed that all employees involved in multiple tours of duty shall participate as equally as practicable in the tours of duty rotation.

.2 When a tour of duty change is requested by MTS, MTS Communications Inc. on less than twenty-four (24) hours notice, overtime rates shall apply.

.3 When a tour of duty assignment change is requested by an employee on more than twenty-four (24) hours notice, permission to change shall not be unreasonably withheld if, in the opinion of MTS, MTS Communications Inc. a change can be arranged, without incurring any penalties on MTS, MTS Communications Inc.

.4 An employee who is unable to report for duty at their scheduled time must notify their Manager as close as possible to the time their tour is to commence. Failure to give such notice and/or not being on duty at the scheduled time may be cause for loss of pay for time not worked and may also be grounds for further disciplinary action. However, each such case may be judged on its own merits and extenuating circumstances shall be given full consideration.

1.05 On a change from Standard Time to Daylight time, or vice versa, employees on assigned tours of duty commencing at, or embracing the time when the official time change takes place, shall report for duty at the scheduled hour and shall work their normal amount of hours of work regardless of the

effects of the time change. Any time worked in excess of the normal hours of work will be paid at overtime rates.

ARTICLE 2 – DIFFERENTIALS

- 2.01** The differentials outlined in this Article are not applicable when an employee is being paid premium holiday pay, overtime rates, nor shall evening or night differentials be paid if an employee is being paid the Sunday differential for such tour of duty.
- 2.02** When an employee works on Christmas Eve or New Year's Eve, they shall be paid straight time extra for all time worked between the hours of 6:00 p.m. and 12:00 midnight, but shall not be eligible for the tour of duty differentials as provided under paragraph 2.03 nor shall such special compensation be paid if the employee is being paid overtime rates.
- 2.03** Evening and night differentials of \$1.00 per hour will be paid to all employees covered by this Agreement for time worked between the hours of 6:00 p.m. and 8:00 a.m.
- 2.04** A differential of one-half time extra shall be paid for each regularly assigned tour of duty worked by an employee between midnight Saturday and midnight Sunday.
- 2.05** An employee assigned as a Charge Hand shall be paid a differential of \$1.00 per hour above their regular rate of pay.

A Charge Hand normally shall mean an employee temporarily in charge of three (3) or more 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.

2.06 Saturday Differentials

- .1 An employee who is normally scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of MTS, MTS Communications Inc., works at least one (1) session on each of successive Saturdays shall be paid a differential of one dollar (\$1.00) per hour for time worked on all tours commencing on Saturday, regardless of terminating time (this includes the all night tour commencing between 11:00 p.m. and 12:00 midnight on Friday) on the second and subsequent Saturdays so worked.
- .2 The Saturday Differential shall not be included in wage payments for paid absence from duty.
- .3 The Saturday Differential shall not be paid for any hours for which an employee is being paid premium holiday pay, Christmas Eve or New Year's Eve differentials or overtime rates.
- .4 Where an employee who is assigned to work on a Saturday exchanges their Saturday assignment with another employee who was not assigned to work on that Saturday, such Saturday work shall not be considered as having been performed "at the direction of MTS, MTS Communications Inc." by either employee.

ARTICLE 3 – REMOTE MONITORING

Remote Monitoring will not be used for disciplinary purposes, intimidation or harassment. The intent of remote monitoring is to be used as a training and development tool and to assess/improve the provision of customer service. However, discipline would not be precluded, if for example, an employee used foul language to a customer.

Except in cases relating to surveillance for security and service analysis reasons, each employee within the clerical occupational group who is remotely monitored, will be provided notice at the beginning of their tour. Notwithstanding, an employee who does not wish to receive notice of monitoring can advise their immediate manager in writing.

Employees can advise if they do not wish to be monitored providing they have a bona fide reason. Requests of this nature will be assessed on an individual basis and managed accordingly.

Employees shall normally be monitored once per week and shall be monitored on a reduced basis following (6) consecutive months of excellent monitoring evaluations.

Within three (3) months following the date of ratification of the new Collective Agreement, a committee comprised of CEP bargaining unit members and management employees shall be established for the purposes of discussing issues relating to remote monitoring. It is understood that the CEP bargaining unit members will participate on this committee in their capacity of Service Representatives. It is further understood that the Quality Manager of Customer Care shall make all final decisions relating to Remote Monitoring in Clerical.

ARTICLE 4 - COMPUTER OPERATOR – HOURS OF WORK

Hours of Work:

There will be an extended workday on a four week rotation with the hours of work averaging 36.25 hours per week to a total of 145 hours in each 4 week period. A typical 28 day cycle for an employee is as follows:

- 1 night at 12.25 hours = 12.25 hrs.
- 2 nights at 12 hours per night= 24 hrs.
- 8 days off
- 1 day at 12.25 hours = 12.25 hrs.
- 2 days at 12 hours per day = 24 hrs.
- 3 days off
- 1 night at 12.25 hours = 12.25 hrs.
- 2 nights at 12 hours per night = 24 hrs.
- 2 days off
- 1 day at 12.25 hours = 12.25 hrs.
- 2 days at 12 hours per day = 24 hrs.
- 3 days off
- 28 days = 145 hrs.

Note: Rotation is reversed after 4 week cycle.

Statutory Holidays

Statutory Holidays shall be treated as follows:

1. Employees starting on a 12 hour day shift (8:00 am to 9:00 p.m.) or a 12 hour night shift (8:00 p.m. to 9:00 a.m.), which shift is either on a Statutory Holiday or ends on a Statutory Holiday, but starts on the day prior to the Statutory Holiday, will receive double time premium pay for all hours worked on these shifts, plus 12 hours Statutory Holiday pay.
2. Employees who do not work on a Statutory Holiday will receive 7.25 hours off for that Statutory Holiday, to be taken within the next thirty (30) days at a time mutually agreeable between the employee and the manager.
3. Employees whose 12 hour shift starts on a Statutory Holiday, but ends on the day after the Statutory Holiday, will receive 7.25 hours off for that Statutory Holiday, to be taken within the next 30 days, at a time mutually agreeable between the employee and the manager.
4. No premium or double premium pay will be made for those employees covered in 2. and 3. above.

Annual Vacations

Annual vacation entitlements must be taken in 1 week blocks (3 shifts) except where the employee is entitled to less than one (1) week. Two such 1 week blocks (6 shifts) being the maximum allowable to be scheduled consecutively.

Absence

When an employee is absent for a 12 hour shift because of sickness disability, sick leave credits will be reduced by 1.6 days.

Employees personal appointments (doctor, dentist, etc.) must be scheduled during non-working hours except in abnormal situations.

Miscellaneous

Employees covered by this Article are not eligible to participate in the following:

1. Personal Leave Day (PLD) program as outlined in Section 3 – Clerical, Article 1.02.1(a).
2. Vacation Overtime Provisions (V.O.) as outlined in Section 1 – General, Article 15.09.

As required, MTS Communications Inc. and the Union jointly agree to review the schedules of the Computer Operators with consultation from those affected employees.

**LETTER OF UNDERSTANDING
UNION REPRESENTATION ON AUDIT COMMITTEE/JOB EVALUATION
INFORMATION TO THE UNION**

This will confirm our understanding of the above subject as agreed during negotiations between the Union and MTS, MTS Communications Inc. as follows:

The Audit Committee is a Company Committee charged with the responsibility of ensuring the consistency and overall appropriateness of the evaluation of jobs covered by this Agreement through the Weighted Job Questionnaire (WJQ) process.

The Company agrees that when Audit Committee meetings are held to review positions covered by this Agreement, the Union may be represented at said meetings.

All job evaluation information related to jobs under review that are covered by this Collective Agreement shall be made available to the Union.

Should the Union not agree with the evaluation results, the matter may be referred to the process outlined in Article 19.12 of the Collective Agreement.

**REGULAR VOLUNTARY TERMINATION INCENTIVE PROGRAM (VTIP)
INCENTIVE AMOUNTS AND CATEGORIES**

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

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.

Category	Voluntary Termination Incentive
1	• Pension entitlement & 26 week lump sum payment
2	• Pension entitlement & 26 week lump sum payment
3	• Bridging allowance & 26 week lump sum payment
	• Deferred Pension in accordance with the MTS Pension Plan**
4	• Termination allowance - two weeks per year of service up to a maximum of 65 weeks
	• Deferred Pension in accordance with the MTS Pension Plan**

**** If service is greater than 2 years.**

Voluntary Termination Incentive Program (VTIP) - Notes:

1. The VTIP window shall be offered to employees for a period of thirty (30) calendar days. Affected areas, positions and numbers will be identified in the VTIP Brochure.
2. Voluntary Termination Incentives will be prorated for Regular Part-time employees.
3. Part-time employees may make application under Category 4 of the Voluntary Termination Incentive Program (VTIP). To be eligible, a Part-time employee must have a minimum of five (5) years continuous service from their date of hire. Category 4 benefits shall be based on the Part-time employee's Accumulation Account.
4. The Union agrees that it is the Company's right to establish departure dates. Category eligibility is to be determined based upon the employee's approved date of departure.
5. The Union agrees that when an employee's VTIP departure date has been deferred by the Company, and where the layoff process is taking place during and prior to the employee's departure date, it is understood that such employee cannot be bumped and/or laid off pursuant to Article 8. Should the Company determine that the position of the employee whose VTIP has been deferred, is required upon departure, then such position will be placed on the bottom of the seniority list as a vacant position where surplus employees may be eligible to bump into pursuant to Article 8.
6. A Regular employee who subsequent to the closure of the VTIP window must bump outside their location and relocate to continue their employment, and who elects not to relocate, shall be entitled to receive a Voluntary Termination Incentive in accordance with this Program.
7. Participating employees shall be required to complete the necessary application forms and non-competition agreements as provided by the Company as a condition to receiving their Voluntary Termination Incentive.

Note: It is understood and agreed that the above Regular Voluntary Termination Incentive Program (VTIP) shall be frozen and not in effect during the life of the Collective Agreement. It is further understood and agreed that the Regular VTIP shall be replaced with the Letter of Understanding – Voluntary Retirement & Termination Incentive Program (VR/TIP) during the life of the Collective Agreement.

**ENHANCED VOLUNTARY TERMINATION INCENTIVE PROGRAM (EVTIP)
INCENTIVE AMOUNTS AND CATEGORIES**

During the life of the Collective Agreement, the Enhanced VTIP window shall be restricted and only offered to those affected employees in rural Manitoba whose office has been closed and who must relocate to another location in order to maintain employment.

Category	Description
1	<ul style="list-style-type: none"> Age 55 or greater, plus years of service is equal to or greater than 80
2	<ul style="list-style-type: none"> Age 55 or greater, plus 10+ years of service with age plus service less than 80
3	<ul style="list-style-type: none"> Age less than 55, however, age plus service is equal to or greater than 80
4	<ul style="list-style-type: none"> All other Regular Full or Regular Part-time employees

Highlights: 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.

Category	Enhanced Voluntary Termination Incentive
1	<ul style="list-style-type: none"> Pension entitlement 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)
2	<ul style="list-style-type: none"> Pension entitlement 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)
3	<p>Option 1:</p> <ul style="list-style-type: none"> Bridging allowance Deferred Pension in accordance with the MTS Pension Plan** 26 week lump sum payment, OR; <p>Option 2:</p> <ul style="list-style-type: none"> Deferred Pension 2 weeks per year of service up to a maximum of 65 weeks (lump sum)
4	<ul style="list-style-type: none"> Termination allowance – 3 weeks per year of service up to a maximum of 65 weeks Deferred Pension in accordance with the MTS Pension Plan**

** If service is greater than 2 years.

Enhanced Voluntary Termination Incentive Program (VTIP) - Notes:

- Pursuant to Point #2 below, the EVTIP window shall be offered to employees for a period of thirty (30) calendar days. Affected areas, positions and numbers will be identified in the EVTIP Brochure.
- The Company agrees to accept all EVTIP applications from affected employees in rural Manitoba whose office has been closed and who must relocate to another location in order to maintain their employment. The Union agrees that it is the Company's right to establish departure dates.
- Voluntary Termination Incentives will be prorated for Regular Part-time employees.
- Part-time employees may make application under Category 4 of the Enhanced Voluntary Termination Incentive Program (EVTIP). To be eligible, a Part-time employee must have a minimum of five (5) years continuous service from their date of hire. Category 4 benefits shall be based on the Part-time employee's Accumulation Account.
- Category eligibility is to be determined based upon the employee's approved date of departure.

6. The Union agrees that when an employee's EVTIP departure date has been deferred by the Company, and where the layoff process is taking place during and prior to the employee's departure date, it is understood that such employee cannot be bumped and/or laid off pursuant to Article 8.
7. A Regular employee who subsequent to the closure of the EVTIP window must bump outside their location and relocate to continue their employment, and who elects not to relocate, shall be entitled to receive a Voluntary Termination Incentive in accordance with this Program.
8. Participating employees shall be required to complete the necessary application forms and non-competition agreements as provided by the Company as a condition to receiving their Enhanced Voluntary Termination Incentive.

**Letter of Understanding
Voluntary Retirement/Termination Incentive Program (VR/TIP)**

1. Retirement Incentive

To be eligible for the retirement incentive employees must:

- Be Regular Full-time or Regular Part-time*
- Be at least 55 years of age and have a minimum of 10 years of service.

Eligible employees will receive a lump sum payment based upon the schedule below:

Age & Service	Lump Sum Payout
Below 80	52 weeks
80-81	52 weeks
82-83	48 weeks
84-85	44 weeks
86-87	40 weeks
88+	36 weeks

*Lump sum payment for Regular Part-time employees shall be prorated as follows:

For severance purposes, service is represented as the sum of (i) any period or periods of Regular Full-Time employment and (ii) any period or periods of Regular Part-Time employment, pro-rated accordingly.

2. Bridging Incentive

To be eligible for the bridging incentive employees must:

- Be Regular Full-time or Regular Part-time*
- Be less than 55 years of age, however, age plus service is equal to or greater than 80.

Eligible employees will receive:

- A bridging allowance, up to a maximum equivalent of 52 weeks base salary**
- A 26 week lump sum payment
- A bridging allowance top up (lump sum payment)
 - The purpose of the bridging allowance top up is to reduce the impact on an employee's pension where the employee chooses to depart the Company under the bridging incentive.
- The bridging allowance top up will be calculated based on the number of months remaining before an employee reaches age 55 at the time of departure over a maximum bridging period of twenty-four (24) months multiplied by 26 weeks base salary. In any event, the value of the bridging allowance top up will be capped at twenty-six (26) weeks salary.

*Lump sum payment for Regular Part-time employees shall be prorated as follows:

For severance purposes, service is represented as the sum of (i) any period or periods of Regular Full-Time employment and (ii) any period or periods of Regular Part-Time employment, pro-rated accordingly.

**The Bridging Allowance to be calculated pursuant to current monthly bridging formula.

Bridging Allowance Top up Formula:

$$\# \text{ of months remaining to Age 55} \times 26 \text{ weeks base pay} = \text{Top up allowance}$$

24 months

The following examples illustrate the calculation of the Bridging Allowance Top up:

Example 1 – Employee age 53 with a \$36,000.00 base salary

$$\frac{24}{24} \times \$18,000.00 = \$18,000.00$$

Example 2 – Employee age 54 with a \$36,000.00 base salary

$$\frac{12}{24} \times \$18,000.00 = \$9,000.00$$

Example 3 – Employee age 50 with a \$36,000.00 base salary

$$\frac{24}{24} \times \$18,000.00 = \$18,000.00$$

3. Termination Incentive

2 weeks per year of service to a maximum of 65 weeks.

Terms & Conditions

1. This VR/TIP shall be offered during the life of the renewed Collective Agreement prior to invoking Article 8 – Layoffs.
2. Under the VR/TIP it shall be the Company's sole and exclusive right to determine:
 - a. The number of reductions required;
 - b. Where and to what positions the VR/TIP will be offered. The Company, at its sole discretion, may elect to offer a VR/TIP on a broader basis;
 - c. The final approval of applications.
3. Employees in affected positions will be provided with a thirty (30) calendar day window of opportunity to make application to the VR/TIP.
4. Departure dates for approved applicants will be established by the Company based on business and operational requirements.
5. Category eligibility will be determined by the employee's approved departure date. As a result, some employees may qualify under a different category incentive at their approved date of departure as opposed to their date of application. Where the employee's departure date is delayed by the Company beyond the program departure date, the employee's incentive payout will not be reduced as a result of such delay.
6. Employees eligible for the Retirement Incentive (#1) who do not make application to the first offering of the VR/TIP shall be eligible to reapply to subsequent offers with the understanding that their incentive shall be capped at 30 weeks maximum. Where the Company does not approve applications from employees eligible for the Retirement Incentive (#1) who apply to depart within the timeframes pursuant to the VR/TIP offering, the employee shall be eligible to apply to subsequent offers, and if approved, receive an incentive in accordance with the schedule outlined above.
7. Any employee that departs the Company under the VR/TIP shall be required to execute, as a condition of receiving the Incentive, a Confidentiality and Non-Compete Agreement in a manner as prescribed by the Company.

8. Upon the expiry of the Collective Agreement on December 19th 2007, this VR/TIP Letter of Understanding shall terminate and therefore have no effect.

SCHEDULE "A"
MTS, MTS Communications Inc.

<u>Position Title</u>	<u>Position Number</u>
MTS	
Secretarial Stenographer – Legal	4202
Administrative Secretary – Compensation	4258
Secretarial Stenographer – Executive	4381
Clerk – Payroll & Benefits	4426
Secretarial Stenographer – Corporate Communications	4444
Administrative Secretary – Executive	4491
Administrative Secretary – Industrial Relations	4618
Secretarial Stenographer – Board	4626
Clerk Personnel & Budgets	4687
MTS Communications Inc.	
Secretarial Stenographer – System Accounting	4053
Secretarial Stenographer – Customer Services	4156
Clerk – Security Administration	4204
Human Resources Support Clerk	4240
Human Resources Information Systems Clerk	4244
Senior Clerk – General Services	4247
Senior Clerk – Reproduction	4250
Secretarial Stenographer – Operator Services	4347
Secretarial Stenographer – Executive	4381
Secretarial Stenographer – CIS	4483
Human Resources Admin Clerk	4629
Secretarial Stenographer – Customer Services Op	4638 *
Clerk – WCB Claims Management & Administration	4654 *
Administrative Secretary – Business Sales	4122
Administrative Secretary – Human Resources	4599
Administrative Secretary – Marketing	4600 *
Senior Clerk – Personnel & Payroll	4630 *
Administrative Secretary	4782
Clerk Corporate Emergency	4848

*The Company will not rely on these positions to justify further exemptions solely based on their inclusion in the current Schedule "A".

During the term of this Agreement, should MTS or MTS Communications Inc. add to the current Schedule "A", the applicable Company agrees to discuss the addition(s) with the Union prior to finalizing the status of the position(s). The Union may make application to the Canada Industrial Relations Board for review of the Company's decision.

WAGE SCHEDULE 1 - CLERICAL
7 Hours 23 Minute Work Day/7 Hour 15 Minute Pay Day
December 25, 2004

Grade 1, 2 & 3	
Steps 1 - 7	
Hourly	Weekly
\$13.09	\$474.56
13.42	\$486.51 (Grade 1 Max)
13.77	\$499.20
14.12	\$511.90
14.49	\$525.34 (Grade 2 Max)
15.29	\$554.09
15.69	\$568.65 (Grade 3 Max)

Grade 4	
Steps 1 - 8	
Hourly	Weekly
\$13.51	\$489.87
13.86	502.56
14.23	516.00
14.57	528.33
15.37	557.08
15.79	572.38
16.35	592.55
16.90	612.71

Grade 5	
Steps 1 - 9	
Hourly	Weekly
\$15.09	\$546.99
15.47	560.81
15.85	574.62
16.63	603.00
17.03	617.19
17.62	638.84
18.17	658.63
18.73	678.80
19.28	698.96

Grade 6	
Steps 1 - 10	
Hourly	Weekly
\$16.20	\$587.32
16.59	601.51
17.36	629.14
17.79	644.82
18.34	664.98
18.89	684.77
19.45	704.93
20.01	725.47
20.59	746.39
21.14	766.33

Grade 7	
Steps 1 - 11	
Hourly	Weekly
\$17.04	\$617.56
17.83	646.31
18.26	661.99
18.80	681.41
19.37	702.32
19.92	722.11
20.49	742.64
21.05	763.18
21.60	782.97
22.15	802.76
22.71	823.29

Grade 8	
Steps 1 - 12	
Hourly	Weekly
\$17.83	\$646.31
18.26	661.99
18.80	681.41
19.37	702.32
19.92	722.11
20.49	742.64
21.05	763.18
21.60	782.97
22.15	802.76
22.71	823.29
23.26	843.08
23.83	863.99

Grade 9	
Steps 6 - 13	
Hourly	Weekly
\$21.05	\$763.18
21.60	782.97
22.15	802.76
22.71	823.29
23.26	843.08
23.83	863.99
24.61	891.99
25.66	930.08

Notes:

- 1) Starting rates will be determined by the application of credits for skills and previous related experience.
- 2) Time interval for each step shall normally be six (6) months.

WAGE SCHEDULE 1 - CLERICAL
7 Hours 23 Minute Work Day/7 Hour 15 Minute Pay Day
December 24, 2005

Grade 1, 2 & 3	
Steps 1 - 7	
Hourly	Weekly
\$13.48	\$488.80
13.82	501.10
14.18	514.18
14.54	527.25
14.92	540.85
15.75	570.94
16.16	585.71

(Grade 1 Max)

(Grade 2 Max)

(Grade 3 Max)

Grade 4	
Steps 1 - 8	
Hourly	Weekly
\$13.92	\$504.56
14.28	517.64
14.66	531.48
15.01	544.18
15.83	573.79
16.26	589.56
16.84	610.32
17.41	631.09

Grade 5	
Steps 1 - 9	
Hourly	Weekly
\$15.54	\$563.40
15.93	577.63
16.33	591.86
17.13	621.09
17.54	635.70
18.15	658.01
18.72	678.80
19.29	699.16
19.86	719.93

Grade 6	
Steps 1 - 10	
Hourly	Weekly
\$16.69	\$604.94
17.09	619.55
17.88	648.01
18.32	664.16
18.89	684.93
19.46	705.31
20.03	726.08
20.61	747.23
21.21	768.86
21.77	789.16

Grade 7	
Steps 1 - 11	
Hourly	Weekly
\$17.55	\$636.09
18.36	665.70
18.81	681.85
19.36	701.85
19.95	723.19
20.52	743.77
21.10	764.92
21.68	786.07
22.25	806.46
22.81	826.84
23.39	847.99

Grade 8	
Steps 1 - 12	
Hourly	Weekly
\$18.36	\$665.70
18.81	681.85
19.36	701.85
19.95	723.19
20.52	743.77
21.10	764.92
21.68	786.07
22.25	806.46
22.81	826.84
23.39	847.99
23.96	868.37
24.54	889.58

Grade 9	
Steps 6 - 13	
Hourly	Weekly
\$21.68	\$786.07
22.25	806.46
22.81	826.84
23.39	847.99
23.96	868.37
24.54	889.58
25.35	918.94
26.43	957.98

Notes:

- Starting rates will be determined by the application of credits for skills and previous related experience.
Time interval for each step shall normally be six (6) months.

WAGE SCHEDULE 1 - CLERICAL
7 Hours 23 Minute Work Day/7 Hour 15 Minute Pay Day
December 23, 2006

Grade 1, 2 & 3	
Steps 1 - 7	
Hourly	Weekly
\$13.88	\$503.15
14.23	\$515.84
14.61	\$529.60
14.98	\$543.07
15.37	\$557.33
16.22	\$587.83
16.64	\$603.28

(Grade 1 Max)

(Grade 2 Max)

(Grade 3 Max)

Grade 4	
Steps 1 - 8	
Hourly	Weekly
\$14.34	\$519.70
14.71	533.17
15.10	547.43
15.46	560.50
16.30	591.00
16.75	607.24
17.35	628.94
17.93	650.02

Grade 5	
Steps 1 - 9	
Hourly	Weekly
\$16.01	\$580.31
16.41	594.96
16.82	609.62
17.64	639.45
18.07	655.04
18.69	677.51
19.28	698.74
19.87	720.13
20.46	741.52

Grade 6	
Steps 1 - 10	
Hourly	Weekly
\$17.19	\$623.09
17.60	638.14
18.42	667.73
18.87	684.09
19.46	705.48
20.04	726.47
20.63	747.86
21.23	769.65
21.85	792.06
22.42	812.73

Grade 7	
Steps 1 - 11	
Hourly	Weekly
\$18.08	\$655.40
18.91	685.49
19.37	702.31
19.94	722.91
20.55	745.09
21.14	766.33
21.73	787.87
22.33	809.46
22.92	830.85
23.49	851.64
24.09	873.43

Grade 8	
Steps 1 - 12	
Hourly	Weekly
\$18.91	\$685.49
19.37	702.31
19.94	722.91
20.55	745.09
21.14	766.33
21.73	787.87
22.33	809.46
22.92	830.85
23.49	851.64
24.09	873.43
24.68	894.65
25.28	916.40

Grade 9	
Steps 6 - 13	
Hourly	Weekly
\$22.33	\$809.46
22.92	830.85
23.49	851.64
24.09	873.43
24.68	894.65
25.28	916.40
26.11	946.32
27.22	986.72

Notes:

- 1) Starting rates will be determined by the application of credits for skills and previous related experience.
- 2) Time interval for each step shall normally be six (6) months.

WAGE SCHEDULE 2 - OPERATOR SERVICES
7 Hour Work Day
December 25, 2004

Operator	
Hourly	Weekly
\$15.13	\$529.55
15.43	540.05
15.75	551.25
16.04	561.40
16.47	576.45
16.86	590.10
17.64	617.40
18.34	641.90

Junior Service Assistant	
Hourly	Weekly
\$15.80	\$553.00
16.08	562.80
16.42	574.70
16.71	584.85
17.14	599.90
17.59	615.65
18.26	639.10
19.02	665.70

Service Assistant	
Hourly	Weekly
\$18.79	\$657.65
19.08	667.80
19.39	678.65
19.68	688.80
20.12	704.20
20.55	719.25
21.27	744.45
22.00	770.00

December 24, 2005

Operator	
Hourly	Weekly
\$15.58	\$545.30
15.89	556.15
16.22	567.70
16.52	578.20
16.96	593.60
17.37	607.95
18.17	635.95
18.89	661.15

Junior Service Assistant	
Hourly	Weekly
\$16.27	\$569.45
16.56	579.60
16.91	591.85
17.21	602.35
17.65	617.75
18.12	634.20
18.81	658.35
19.59	685.65

Service Assistant	
Hourly	Weekly
\$19.35	\$677.25
19.65	687.75
19.97	698.95
20.27	709.45
20.72	725.20
21.17	740.95
21.91	766.85
22.66	793.10

December 23, 2006

Operator	
Hourly	Weekly
\$16.05	\$561.75
16.37	572.95
16.71	584.85
17.02	595.70
17.47	611.45
17.89	626.15
18.72	655.20
19.46	681.10

Junior Service Assistant	
Hourly	Weekly
\$16.76	\$586.60
17.06	597.10
17.42	609.70
17.73	620.55
18.18	636.30
18.66	653.10
19.37	677.95
20.18	706.30

Service Assistant	
Hourly	Weekly
\$19.93	\$697.55
20.24	708.40
20.57	719.95
20.88	730.80
21.34	746.90
21.81	763.35
22.57	789.95
23.34	816.90

Note:

In the event of a reclassification from Operator to Junior Service Assistant or from Junior Service Assistant to Service Assistant, initial salary will be based on the corresponding wage step in the higher classification. Subsequent salary progression will be on a six (6) month basis.