

**Collective Agreement  
Between  
Persona Communications Corp.  
&  
Labourers International Union of North America, Local 1208**

**Article I - Interpretation and Definitions**

- 1.01 This Agreement is between Persona Communications Corp. (hereinafter referred to as the "Employer") and the Labourers International Union of North America, Local 1208 (hereinafter referred to as the "Union").
- 1.02 In this Agreement, unless the context otherwise requires, words in the singular shall include the plural, and words in the masculine shall include the feminine, and vice versa.
- 1.03 In this Agreement, the following words shall have the meanings respectively indicated:
- (a) "Agreement" means this Collective Agreement;
  - (b) "Bargaining Unit" means the group of employees for which the Union is bargaining agent as defined in Clause 2.01;
  - (c) "Employee" means an employee of the Company who is a member of the bargaining unit;
  - (d) "Temporary Employee" means an employee engaged for a limited period, with the definite understanding that his employment is to terminate at the end of the period, and whose employment is not expected to continue for more than six months. Temporary employees will not be terminated for the sole purpose of rehire to maintain their temporary status.
  - (e) "Part-time Employee" means an employee who normally works less than the number of hours constituting a full day's employment or less than the full number of days constituting a week's employment;
  - (f) "Full Time Employee" means an employee who normally works a minimum of forty (40) hours per week as indicated in this Agreement.
  - (g) "Geographical Basis" (referring to seniority) includes and is defined by the geographical areas more particularly set out in the attached Schedule "A".

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**Article II - Recognition n Scope**

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for a unit of employees of the Employer as outlined in the certification order issued by the Canada Industrial Relations Board, Certification Order #7737-U dated February 4,

2000 with such modifications as are agreed upon and more particularly set out in the attached Schedule "B".

**Article III – Management Rights**

- 3.01 Subject to this Agreement, the Employer shall have the exclusive right to operate, manage and run its business affairs including, and without restricting the generality of the foregoing, the right to manage the operations and direct the workforce in the most economic manner possible.

**Article IV - Union Security and Checkoff**

- 4.01 Employees working within the classifications covered by the terms of the Collective Agreement shall be required, as a condition of continued employment, to become and remain members of the Union.
- 4.02 The Employer shall deduct in equal amounts on each pay day regular monthly union dues and initiation fees. Such employees shall provide written non-revocable authorization for such deduction. The Employer shall remit the total of such union dues deducted, on the 15<sup>th</sup> day of the month following the month in which such deductions were made, by cheque to the offices of the Union at P.O. Box 1872, St. John's, Newfoundland, A1C 5R4. Nothing in this clause shall require the Employer to deduct or remit, in respect to any employee, any amount in excess of the monies in the hands of the Employer duly earned by and owing to such employee at the time of deduction.
- 4.03 The Union shall indemnify and save harmless the Employer, its servants and agents, from any and all actions, claims or demands arising out of or related to the agreed deductions referred to in Clause 4.02 of this Agreement. The Union shall assume full responsibility for the disposition of the funds so remitted to the Union by the Employer under the provisions of this Article.

**ti V - Work Assignment to Employees er than E Unit Members**

- 5.01 Employees of the Employer who are not members of the bargaining unit shall not perform work regularly done by employees in the bargaining unit except under the following circumstances:
  - (a) In case of emergency affecting the safety of employees, damage to equipment, or to correct circumstances adversely affecting operations of the Employer, for such time as is necessary to overcome such emergency or circumstances;
  - (b) Work which may be incidental to the carrying out or performance of supervisory or management duties;
  - (c) Temporary relief of employees during the work day;
  - (d) Instruction, training or job performance evaluation;

- (e) During periods of unusual demand provided there are no bargaining unit employees on layoff status as defined by Article 10 who possess the required qualifications to complete the necessary work and who are readily available.

5.02 The Employer agrees that work that is regularly done by members of the bargaining unit will not be performed by contractors who are not members of the bargaining unit when there are Employees of the Employer on lay off status as defined by Article 10 who possess the required qualifications to complete the necessary work and who are readily available except in the case of emergency affecting the safety of employees, damage to equipment, or to correct circumstances adversely affecting operations of the Employer, for such time as is necessary to overcome the emergency or circumstances.

#### **Article VI - Prohibition Against Strikes or Lock-Outs**

6.01 During the currency of this Agreement, there shall be no lockout by the Employer, and the Union and its members shall not participate in any strike, walkout, slowdown, picketing, boycott, stoppage, suspension or interference with work, whether partial or complete.

#### **Article VII - Union Rights**

7.01 The Union shall notify the Employer in writing of the names of all authorized officers and representatives of the Union, together with any changes from time to time therein, and the Employer shall not be obliged to deal with or recognize any employee in any such capacity unless such written notification has been first received by the Employer.

7.02 The Employer shall recognize up to four **(4)** stewards upon written notification from the Union. Stewards shall be permitted reasonable time without **loss** of pay to assist in adjusting differences or misunderstandings arising out of the interpretation, application or alleged violation of this Agreement.

7.03 It shall be the responsibility of each employee, including an employee who has been laid off and who wishes to maintain his seniority, to notify the Employer of any change in his address, telephone number, marital status, or number of dependents; failure to provide such information shall conclusively relieve the Employer of any responsibility for failure by the Employer to comply with any part of this Agreement where such information is required for such compliance. Written notice may be hand delivered to the address of the employee contained in the records of the Employer, or sent by Registered mail. In the case of hand delivery such notice shall be deemed to be received by the day of delivery, and when mailed, shall be deemed to be received when it is signed for.

7.04 The Union shall be permitted to post on the Employer notice board or notice boards Union notices relating to the business of the Union or to the employment of the

employees, provided however that only such notices as are first authorized by the Employer.

- 7.05 With the exception of the activities outlined in this Agreement, Union duties and activities shall not be carried on during hours of employment.

### **Article VIII - Probation**

- 8.01 An employee hired to fill a position within the bargaining unit shall have the status of a probationary employee for a continuous period of six calendar months from the date of hire.
- 8.02 During the period of probation, the employment shall be on a trial basis, and the Employer shall have the right to assess the employee and to determine his suitability and ability to perform the tasks for which such employee has been hired.
- 8.03 Discipline of an employee during the probationary period shall not be subject to the grievance procedure as outlined in Article XXIV. The Employer's decision regarding termination shall be final.
- 8.04 Notwithstanding any other provision in this Agreement, the Employer may, at its discretion, when unable to properly assess the suitability or skills of an employee during the probationary period, extend the probationary period for any such employee for a further six month period upon notice to the employee affected and the Union.

### **Article IX - Seniority**

- 9.01 Seniority shall be based on the length of continuous full-time employment with the Employer.
- 9.02 An employee shall become entitled to seniority only upon completion of the probationary period. Upon successful completion of the probationary period, seniority shall be computed from the date of his first employment with the company unless otherwise lost, suspended or modified as set out in the other provisions of this Article.
- 9.03 (a) In the case of a **loss** of seniority as defined in Clause 9.06, seniority shall be computed from the date of most recent recommencement of employment, and the provisions relating to probation shall apply from such date;
- (b) In the event that an employee is suspended by the Employer, or is on an approved leave of absence without pay, seniority shall be interrupted only and shall cease to accrue for the period of such suspension or absence, but shall recommence upon the return of the employee to work after such period, unless otherwise modified by the grievance or arbitration procedure.

- 9.04 In the event that more than one employee commences employment with the Employer on the same day, seniority as between such employees shall be decided according to the alphabetical order of the surname of such employees.
- 9.05 **A** seniority list prepared to December 31<sup>st</sup> of the previous year shall be sent by the Employer to the Union and posted on the employers bulletin boards no later than February 28<sup>th</sup> in each year, and shall be open to adjustment for a period of thirty days following forwarding to the Union and internal posting; if any employee considers that an error has been made in such list, such employee shall have the right to protest such error through the provisions of the grievance procedure. If no grievances are received concerning the seniority list by March 31<sup>st</sup> then the seniority list shall be deemed accurate by all parties. The list, which shall be deemed accurate by all parties, for March 31, 2008 is affixed hereto as Schedule "C".
- 9.06 **All** accumulated seniority shall be lost and the employment relationship terminated if, an employee:
- (a) Is discharged by the Employer and is not reinstated with no loss of seniority following the grievance or arbitration procedure;
  - (b) Quits or otherwise voluntarily leaves the service of the Employer;
  - (c) Has been laid off by the Employer for a continuous period of at least eighteen (18) months;
  - (d) Fails to report for work, having been provided at least three days notice, on the day and time that day when his employment is scheduled to recommence;
  - (e) Is absent from work for a period in excess of four days without the written permission of the Employer. It is agreed that the provisions of this article do not permit absences of four days or less without a satisfactory excuse but pertain only to computation of seniority;
  - (f) Fails to return to work on the day and time scheduled for the recommencement of such work following the expiration of authorized leave unless he informs the employer within 24 hours that he is unable to return due to unforeseen circumstances;
  - (g) Is promoted to a position outside the bargaining unit and remains in such position for a period of twelve (12) calendar months, in which case loss of seniority shall then be computed to take effect as of the date of original promotion to such position;

## **Article X – Recruitment and Hiring**

- 10.01 Vacancies and new positions in the bargaining unit shall be filled in accordance with the following:
- (a) The applicants shall meet the qualifications as specified in the applicable job descriptions as posted and developed in accordance with the Employer's

practices and possess the necessary skills and ability to perform the job requirements in a competent and efficient manner;

- (b) Past work experience and performance, as well as participation of employees in job related training, both voluntary and company sponsored, will be taken into account when filling vacancies and new positions;
- (c) Where there are two or more candidates desirous of filling a new position or vacancy then the most qualified person shall be awarded the job.

10.02 In the event of a staff reduction, an employee who has been laid off may take the position of another employee within the same classification who is employed in the same geographical area and who has accumulated the least seniority. An employee who is displaced as a result of such circumstances may take the position of another employee of the same classification within the bargaining unit who has accumulated the least seniority. In the event of an employee being recalled from lay off, the employee with the most seniority within a classification shall be the first to be rehired. All costs associated with such displacements, relocations and rehiring of employees shall be borne by the employee and not by the Employer.

10.03 An employee who is laid off shall cease to be an employee of the Employer as of the date of lay off. However, provided that such employee shall, at the date of lay off, have satisfactorily completed the probationary period, such employee shall be retained on the seniority list for a period of eighteen (18) months from the date of lay off for the sole and exclusive purpose of determining the order of recall under the provisions of this Agreement and for no other purpose. However, such employees shall not earn seniority during the period while the employee is laid off. In the event that an employee refuses or fails to accept a recall or offer of recall, then all accumulated seniority shall be lost.

10.04 In the event of an employee being temporarily assigned to a position outside the Bargaining Unit, such employee shall have the right to return to his former position within the Bargaining Unit upon completion of the temporary assignment.

### **Article XI - Hours of Work**

11.01 The normal hours of work shall be forty (40) hours per calendar week commencing at 00:01 a.m. Sunday.

11.02 An employee's normal work week shall not include consecutive weekends.

11.03 For the purpose of calculating vacation and sick leave, a day shall be defined as eight (8) hours in duration.

### **Article XII - Overtime**

12.01 The Employer may require the employees to work overtime.

- 12.02 For hours worked in excess of eight (8) per day and forty (40) hours per week, the employee will be paid at a rate of one and one half times the employee's regular hourly rate.
- 12.03 If a change in work schedule requires an employee to work more than 40 hours in one week but not more than 80 hours in a two week period, no overtime shall be paid.
- 12.04 All hours worked on holidays as defined in Article XVI shall be paid at the rate of two times (2X) the employee's regular hourly rate. In addition to this, the employee shall receive holiday pay as provided in Article XVI. In substitution for holiday pay if reasonably consistent with the obligations and operational requirements of the Employer, the Employer may permit the employee to take a substitute day off at his regular rate of pay. Such a day shall be taken within three (3) calendar months of the holiday in question.
- 12.05 The Employer may permit an employee to accumulate overtime worked.
- 12.06 When an employee is required to work 3.0 hours overtime beyond his regularly scheduled 8 hours, employees will receive a meal allowance of \$10.00. Should the overtime continue, the allowance shall be paid at the expiration of each successive four (4) hour period thereafter. The Employer may choose to provide meals in substitution for the allowance. This article does not apply where Article 13.01 is in effect.

**Article XIII – Meals**

- 13.01 When an employee is required to travel overnight in order to perform work, the employee shall be entitled to the following allowances:

|           |                |
|-----------|----------------|
| Breakfast | \$11.00        |
| Lunch     | \$13.00        |
| Dinner    | <u>\$24.00</u> |
| Total     | \$48.00        |

**Article XIV - Call Back and Standby**

- 14.01 Where an employee is required by the Employer to work overtime, the Employer shall notify the employee of the requirement. Where such notification is received after completion of the employee's regular work day, the Employer shall pay the employee a minimum of three hours pay at one and a half times the employee's regular hourly rate for such callback work performed. There shall be no compensation paid for callback where a callback of three hours pay at overtime rates have already been provided to a particular employee prior to midnight on any given day.
- 14.02 a) Standby and standby work is not callback and is not subject to the provisions of Clause 14.01 hereof.
- b) The period of standby is for one calendar week.

c) Standby rate is \$230 per week. Standby pay is not part of the employee's regular rate and shall not be included in any premium calculations.

d) The employee on standby will be paid time and one-half (1 ½ x) his regular straight time hourly rate for a minimum of two (2) hours (i.e., three (3) hours' pay) for each separate occasion he is called except that he shall only be paid a maximum of two hours pay for each phone call in any two hour period. The employees paid time shall commence from the time the call was made and includes any travel time to and from the employee's residence. If an employee receives another call within 2 hours of the previous call he will not be entitled to an additional two hour payment.

(e) The Company, in its sole judgment and discretion may decide, because of the requirements of operations, that an employee on standby report for continuous duty as assigned for which the employee shall receive overtime pay at the appropriate rate for all time worked in addition to the applicable standby fee.

(f) Except in response to the demands of the business, all schedules for standby shall be posted seven (7) working days in advance of such schedules taking effect. Where such notice is not possible or practical, the Company shall give as much advance notice as the situation allows.

(g) An employee shall not be scheduled on standby for more than one week in any two week period except when mutually agreed.

### **Article XV - Wages**

15.01 The rates of pay are set forth in Schedule "D" attached to this Agreement.

15.02 All employees shall be paid on a bi weekly basis every second Thursday. An employee's pay shall be deposited directly into his bank account by the Employer. Should a pay day fall on a statutory holiday, the pay day will normally be the business day immediately preceding the normal Thursday pay day.

15.03 An employee who is completing a probationary period will be required to complete the probationary period before any adjustment is made to his rate of pay in accordance with Clause 15.01.

### **Article XVI - Holidays**

16.01 There shall be ten (10) paid holidays. The holidays shall consist of the following:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Discovery Day
5. Canada Day
6. Labour Day
7. Thanksgiving Day
8. Remembrance Day



- 9. Christmas Day
- 10. Boxing Day

- 16.02 If at any time during the term of this Agreement, the Employer shall be required by statutory enactment to observe any holiday other than those required to be observed by statute as at the date of this Agreement, the observance of such statutory holiday shall replace one of the holidays referred to in 16.01 unless the observance of such holiday is required by the Canada Labour Code.
- 16.03 If any of the holidays in 16.01 fall within the employee's vacation period, the employee shall receive another day off at a time which is both requested by the employee and consistent with the operational requirements of the Employer.
- 16.04 Notwithstanding any other provision of this Agreement, an employee may only take holidays or be entitled to statutory holiday pay if and only if he is entitled to at least 15 days wages or holidays during the 30 calendar days immediately preceding the time in which he wishes to take the holidays or the holiday pay.

#### **Article XVII - Vacation**

- 17.01 Vacation entitlement shall be determined by the number of years fully worked based on the employee's hire date.
- 17.02 **All** employees shall receive annual vacation. The vacation year shall run from January 1 to December 31 each year.
  - (a) An employee having less than one year of continuous service is entitled to 0.83 days for each month worked.
  - (b) An employee having 1 to 2 years of continuous service is entitled to 10 days vacation per calendar year.
  - (c) An employee having 3 to 9 years of continuous service is entitled to 15 days vacation per calendar year.
  - (d) An employee having 10 or more years of continuous service is entitled to 20 days vacation per calendar year.
  - (e) Employees who, as of September 1, 2010, were entitled to annual vacation in excess of the days listed above as a result of the provisions of the previous collective agreement will be grandfathered at their current level of entitlement.
- 17.03 Where an employee is entitled to a vacation, such vacation may be taken in one continuous period for a maximum of two weeks.
- 17.04 Each employee shall submit in writing to the Employer at least two weeks in advance of the requested starting date of his vacation, but in any event on or before March 1<sup>st</sup> in each year, the vacation dates preferred and requested by such employee. The vacation schedule shall be posted by March 31<sup>st</sup>. Secondary

vacation requests received after March 1<sup>st</sup> shall be submitted at least two weeks in advance. Such requests will not be unreasonably refused.

- 17.05 When it is consistent with the operational requirements of the Employer, vacations shall be granted at the time requested by each employee. Seniority shall be considered by the Employer in the scheduling of vacations with priority of vacation preferences rotated each year.
- 17.06 Except in emergencies, the Employer shall give at least one month's notice of any required change from the primary vacation period previously scheduled for an employee. Where the employee wishes to change his scheduled vacation period he shall give at least one month's notice to the Employer.
- 17.07 When an employee is ill or hospitalized as of the scheduled date for commencement of that employee's vacation, the Employer may allow the vacation to be rescheduled to a date no later than March 31<sup>st</sup> of the following year. In this event time off will be charged to the employee's sick leave, subject to Clause 18.05.
- 17.08 An employee may be allowed to carry forward up to five (5) vacation days from one year to the next, unless requested by the Employer to carry forward more than five (5) days. Any vacation days in excess of 5 days being carried forward from one year to the next must be used before March 31 unless precluded by operational requirements.
- 17.09 Any vacation taken in advance but not earned shall, upon termination, be repaid to the Employer.

## **Article XVIII – Leave**

### 18.01 Bereavement Leave

Employees shall be granted time off with pay to a maximum of three (3) consecutive working days commencing on the date of death of a parent, parent-in-law, grandparent, spouse of parent (including common law spouse), sister or brother of the employee or their spouse or any other relative permanently residing in the employee's household or with whom the employee resides. A period of five (5) working days leave will be granted upon the death of a spouse, including common law spouse or a child of the employee.

### 18.02 Jury Duty

- (a) Except as otherwise required by any statute now or hereafter in force, where an employee is required to serve on a jury, the Employer shall pay to such employee 100% of the difference between the fee received by such employee for such service, and the regular straight time wage which such employee would have earned for his regular work scheduled during such period of service, provided that the employee shall first be required to furnish written proof of such service as a juror and of the amounts of compensation from all sources paid for such service.

- (b) Notwithstanding the other provisions of this Article an employee who is granted a leave of absence to attend Court as a witness on behalf of the Employer shall be paid his regular straight time wage for his regularly scheduled work which would have occurred during such period of absence.

**18.03 Leave Without Pay** - Subject to operational requirements, leave without pay may be granted to an employee for periods up to three **(3)** months per year upon written request.

**18.04 Sick Leave**

- (a) All employees, following completion of their probationary period, shall be entitled to receive sick leave with pay in accordance with the provisions of this Article;
- (b) The employee shall report his inability to attend work to his immediate supervisor or in the case of the absence or unavailability of the immediate supervisor, to the alternate person designated from time to time by the Employer for such purpose;
- (c) Notification under provisions of Clause **18.04** (b) shall be given at least one hour before the scheduled time of the commencement or work;
- (d) An employee who fails to notify the Employer as provided in Clauses **18.04** (b) and **18.04** (c) shall be deemed to be absent without permission;
- (e) Pay for hours or days on sick leave shall be computed on the basis of the normal working hours for such employee for the **day** on which sick leave occurs, at the employee's regular straight time hourly rate of pay;
- (f) If required by the Employer, acting reasonably, the employee shall produce and provide a medical certificate from a qualified physician in a form satisfactory to the Employer, to support absences from work for medical reasons;
- (g) An employee shall not take other paid employment or work while in receipt of sick leave benefits from the Employer. Violation of this provision shall result in immediate termination of employment;
- (h) No employee shall be entitled to receipt of sick leave benefits as the result of injury arising out of or during the course of employment with another employer;
- (i) Entitlement to sick leave benefits shall terminate automatically upon termination of employment of the employee. Without restricting the generality of the foregoing, an employee who is under notice of termination shall receive sick leave benefits, if applicable, only until the expiration of the period of such notice or of the period of benefit, whichever first occurs;
- (j) Sick leave shall not be granted to an employee for any injury covered by the provision of Worker's Compensation payments;

- (k) The total sick leave entitlement of any employee shall be computed on the basis of 0.83 days entitlement for each completed month of service to a maximum benefit of ten (10) days in any calendar year, in which three (3) days are considered personal days. Unused sick and personal days in any period may not be carried forward to a subsequent year;
- (l) Personal days can be used in the following situations:
  - In the case of an illness of a member of the Employee's immediate family and when no one other than the employee can provide for the needs of the ill person. Immediate family shall be defined as the parent, child or spouse of the employee.
  - In the case of an emergency which requires the employee's personal attention resulting from a situation which cannot reasonably be served by others or attended to by the employee at a time when the employee is not working.
  - For all other requirements with 48 hours notice (such requests will be granted as operational requirements permit).

18.05 No employee shall accumulate sick leave and vacation benefits while an employee is absent from work on any form of unpaid leave in any circumstances where the employee is not receiving compensation directly from the Employer.

### **Article XIX - Severance Pay**

19.01 The Employer will make every reasonable effort to provide comparable alternate employment to an employee whose position has become redundant due to technological, organization or fiscal change. However, if comparable alternate employment cannot be provided within the company, the employee shall be entitled to a lump sum payment of 2 weeks pay for each full year of continuous service.

### **Article XX - General**

- 20.01 Each employee will sign a receipt to the Employer for all tools and equipment issued to him by the Employer, and shall be fully responsible for the proper use and care of such tools and equipment and the return thereof to the Employer at the Employer's request.
- 20.02 Tools and equipment broken or worn out as the result of normal service will be replaced by the Employer upon return to the Employer of the broken or worn out tool.
- 20.03 The cost of all tools or equipment broken or worn out through careless or improper use, or equipment not returned to the Employer at the Employer's request will be charged to the employee and shall be deducted from the employee's pay.

- 20.04 Unless otherwise directed by the Employer, each employee shall report for work at the Employer's headquarters, and shall report thereto at the conclusion of the day's work.
- 20.05 The Employer's vehicles are to be used exclusively for work and at the conclusion of the work day shall be parked at an area within the Employee's community of residence. Such an area shall be designated by the supervisor.
- 20.06 Clothing
- (a) Clothing will be supplied by the Employer to the employees. The current annual uniform allotment as outlined in the company handbook will be continued. The Employer may modify the uniform allotment to reflect operational requirements and to continue to present a professional image to customers and suppliers.
- (b) During working hours, all employees must be dressed in a neat and orderly fashion. All employees shall be well groomed and shall present a favourable image to customers, suppliers and the general public. Each employee is required to wear a uniform and an identification badge supplied by the Employer at all times and it is each individual employee's responsibility to keep his uniform clean and in good condition. An employee shall not wear the company uniform or clothing unless working or carrying out the Employer's business.
- 20.07 Any new classifications for jobs created during the life of this Agreement shall be in accordance with current job evaluation system.
- 20.08 For mandatory meetings called by the Employer and scheduled on the employee's time, the Employer shall pay employees at the regular rate of pay. During such times, the Employer shall provide meals or a meal allowance.

#### **Article XXI - Discipline Procedure**

- 21.01 Subject to the terms of this Agreement, no employee shall be disciplined, suspended or discharged except for just cause.

#### **Article XXII - Safety**

- 22.01 A Safety Committee shall be established between the Employer and the Union in accordance with the provisions of section 135 of the Canada Labour Code.

#### **Article XXIII - Classification and Progression**

- 23.01 The wage scale for technicians is designed to provide compensation for skills acquired and demonstrated, rather than for the specific job duties performed by an employee. The classifications and levels on the wage scales reflect this, rather than specific work assignments. Upward movement from one classification to the next and from one level to the next within a classification is dependent on the results of the practical and written tests and not on the existence of a vacancy.

The Company and the Union agree to establish a joint committee consisting of two representatives of each of the Company and the Union to assist in the implementation and administration of the classification and progression system. The mandate of the joint committee will include:

(a) participate in the development of the technical requirements in the wage scale for technicians including providing input to the Company as to the practical skills and written test results for each of the three classifications and the steps within each of those classifications;

(b) review, on an ongoing basis, where a new and significant task falls within the wage structure and either develop testing criteria for that new task or review existing criteria relevance and where necessary make recommendations to the company;

(c) review, on an ongoing basis, the availability of appropriate training and make recommendations to the Company in this regard;

(d) function as a forum for employees who feel they have not been fairly assessed or slotted into the wage scale to be heard, although the final determination of the issues raised by the employee will rest with the Company (subject to the employee's right to grieve any alleged violation of the collective agreement).

An employee's placement and subsequent movement on the scale will be determined by testing. Testing will be comprised of a 40% written component and a 60% practical component. Practical testing will be done by one or more of the Company's technical managers based on criteria to be published. Details of practical testing will be determined with input from the joint committee. Final testing criteria will rest with the Company.

It is agreed that:

(a) the Company is responsible for providing course material (including correspondence course material) and keeping it current;

(b) while the bulk of the training will be provided by the Company on the job and there will continue to be some allowance for study on working time (for example, during inclement weather), employees are expected to devote a reasonable amount of their own time to achieving their training and learning goals;

(c) at any time with reasonable notice (no longer than three months), employees can choose any classification and level they wish to try to achieve. However, the Company may establish a reasonable waiting period (no longer than three months) before permitting an employee to rewrite a test. Employees who choose, at the time of implementation or any time in the future, not to participate in wage progression through the classifications and levels will maintain the pay level and classification to which they were assigned when the system was implemented;

(d) no employee will have his/her hourly rate reduced as a result of the implementation of the new wage scale. Employees who's hourly rate would be reduced as a result of the implementation of a new wage scale will remain at their present rate until such time as a new scale provides a higher hourly rate for the

classification or level of the employee. Such employees will have their hourly wage increased by any negotiated general wage increases that are implemented;

(e) the work of the joint committee concerning the implementation of the new wage scale will be completed by no later than three months from the date of signing the new collective agreement or such time as the joint committee may agree.

#### **Article XXIV - Grievance Procedure**

- 24.01 The Union shall have the right to appoint a grievance committee consisting of two employees, together with a Union representative who is not an employee, provided that each of such employees shall have at least one year's seniority with the Employer at the time of his appointment.
- 24.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement; the Employer, the Union or an employee may file a grievance.
- 24.03 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:
- Step 1. The aggrieved employee and/or the shop steward shall within seven (7) calendar days after becoming aware of the occurrence of a grievance submit his grievance in writing to his immediate supervisor outside the bargaining unit, outlining the alleged violation and redress sought.
- Step 2. Failing satisfactory settlement within four (4) calendar days after submission under step one (1) the aggrieved employee and/or his shop steward shall submit the grievance to the General Manager or his designate.
- Step 3. Failing satisfactory settlement within four (4) calendar days after submission under step two (2) either party may refer the grievance to arbitration within ten (10) calendar days.
- 24.04 All grievances shall be in writing and shall be signed by the party grieving.
- 24.05 Grievances shall be presented in duplicate and shall specifically designate the section or sections of the collective agreement alleged to have been violated.
- 24.06 The time limits fixed in both the grievance and arbitration procedures may be extended by mutual agreement in writing between the Employer and the Union.
- 24.07 No grievance shall be submitted to arbitration which has not been properly processed according to the provisions of this Article.
- 24.08 Except for meetings between representatives of the Union, the employee, and the Employer under the specific provisions of this Article XXIV, no other activities under the provision of this Article shall be carried out during Employer time.

### **Article XXV - Arbitration**

- 25.01 The party receiving a notice of intention to arbitrate shall notify the other party initiating arbitration of the name and address of its proposed arbitrator within fifteen (15) days of the receipt of the notice of intention to arbitrate.
- 25.02 The party giving notice shall then, within fifteen (15) days following the receipt of the notice referred to above, indicate its intention to either accept or reject the arbitrator as proposed. In the event of rejection of the proposed arbitrator, then it shall propose an arbitrator within 15 days and this process shall continue until an agreement is reached as to who the arbitrator shall be. The proposed arbitrator shall be chosen from a list compiled by the Employer and the Union and shall consist of not less than five names.
- 25.03 The arbitrator appointed under this article shall be bound by the terms of this Agreement and the decision of such arbitrator shall be final and binding on all parties. The arbitrator shall not have the power or authority to make any decision inconsistent with the terms of this Agreement nor to alter, modify or amend any part of this Agreement. In the case of disciplinary action, the arbitrator shall have the power to alter or modify any disciplinary action taken by the Employer.
- 25.04 The cost and expenses of the arbitrator shall be borne by each party equally.
- 25.05 The time limits specified in this Article and in the preceding Article shall be mandatory and not directory and may be waived or extended in any particular case only by the mutual written agreement of the parties concerned in the grievance or arbitration proceedings. The failure to comply with any time limit set out in this or the preceding Article shall render the grievance lost by the grievor or admitted by the party grieved against, as the case may be.

### **Article XXVI - Negotiating Committee**

- 26.01 The negotiating committee for the bargaining unit shall consist of a maximum of three (3) employees chosen by the union, each of whom shall have at least one year's seniority with the Employer as at the date of commencement of negotiations.
- 26.02 Where bargaining sessions between the Employer and the Union are scheduled by agreement to be held during the working hours of a member or members of the Union Negotiating Committee, such member or members, as the case may be, shall be entitled to leave of absence without pay for those bargaining hours occurring during his or their normally scheduled work. All other matters relating to bargaining shall be performed outside the employee's hours of work and on the employee's own time.
- 26.03 The Union shall notify the Employer in writing of the names of the employees on its negotiating committee at least two (2) months prior to the commencement of negotiations.
- 26.04 The Employer agrees to maintain the wages and benefits of employees on the negotiating committee while engaged in negotiations providing they attend



negotiating sessions and the Union will reimburse the Employer within 30 days of receipt of the invoice from the Employer.

**ti XXVII – Pension/Medical**

- 27.01 After the completion of one year's service, employees are eligible to join the company's Defined Contribution Pension Plan. The Employer agrees to match the Employee's contribution to the plan to a maximum of 4% to the Employee's normal weekly earnings, excluding overtime, standby, call back and other fringe benefits.
- 27.02 All employees will participate in the Group Insurance Plan as provided by the employer with a premium cost to be shared 50/50 between Employer and Employee.

**Article XXVIII – Temporary Employees**

- 28.01 Temporary employees will be governed by the terms of this Agreement with the following modifications:
- (a) Vacation pay will be earned on the basis of time worked at the regular rate of 4% of gross earnings and will be paid on each regular pay day.
  - (b) Lay-Off notices shall be in accord with the provisions of the Canada Labour Code.

**Article XXIX - Employment Equity**

- 29.01 The Employer and the Union are committed to the principles of employment equity and recognize that there may be circumstances where deviation from the provisions of this Agreement may be necessary in order for the Employer to be able to achieve the specific objectives set out in the Employment Equity Act and the Broadcasting Act. When these circumstances arise, the parties will meet in an effort to reach agreement on what, if any, deviations from the Agreement may be necessary, having regard to the mutual commitment expressed in this understanding.

**Article XXX - Employee Assistance Program**

- 30.01 An Employee and his immediate family members will be covered in an Employee Assistance Program to help employees deal with social, emotional or health problems and personal crisis. The EAP will provide employees with confidential assessments and referral services to community resources and professionals as required.
- (a) Where necessary, scheduling arrangements during working hours may be made to facilitate rehabilitation.
  - (b) Where an employee's use of alcohol or drugs has impaired his ability to perform assigned duties or where alcohol or drugs have been consumed

during work, the Employer may apply discipline as deemed appropriate under the circumstances.

- (c) In cases where the Employer has reasonable grounds to assume that an employee has an alcohol or drug related addiction problem, the Employer may require the employee to be independently and medically assessed to determine if he may be required by the company to take a mandatory program directed towards his rehabilitation. During such a time, the employee will be considered to be on leave without pay and such leave shall not jeopardize his employment if the employee participates in good faith.
- (d) Subject to approval by the Employer, if an employee volunteers to take a rehabilitative program, he can use accumulated sick days upon provision of a valid doctor's certificate. Where the length of the program exceeds the employee's accumulated sick days, the employee shall be considered to be on leave without pay.

### **Article XXXI - Technological Change**

31.01 "Technological Change" in this article means:

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

31.02 The Employer agrees to provide notice of future technological changes to the union if it is likely that such change will affect the terms and conditions or security of employment of a significant number of bargaining unit employees. The period of notice provided shall be 120 days. Following a receipt of this notice, the Employer and the Union may commence collective bargaining for the purpose of entering into a collective agreement or such necessary modifications to any existing agreement so as to accommodate the technological change.

31.03 Employees who are affected by such Technological Change and require re-training for their current positions or similar positions will be provided with appropriate mandatory training as determined by the Employer and at the expense of the Employer in accordance with the provisions of Article XXIII.

31.04 The provisions of this article are intended to assist employees affected by any technological change to adjust to the effects of the technological change and it is hereby recognized that sections 52, 54 and 55 of Part I of the Canada Labour Code do not apply during the term of this Agreement.

### **Article XXXII - Duration of Agreement**

32.01 This Agreement shall become effective on December 5, 2007 and remain in full force and effect and shall expire on December 4, 2010.

32.02 Where notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as a new Agreement is in place or the parties are authorized, in accordance with the Canada Labour Code, to declare a strike or lockout. The Agreement may be further extended from time to time by mutual agreement. Notice to negotiate shall be given no less than 60 days prior to the expiry date.

**Dated and signed this \_\_\_ day of June, 2008 in St. John's, NL.**

**Labourers International Union of North America, Local 1208**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Persona Communications Corp.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Schedule B  
Bargaining Unit**

The following positions are **included** in the bargaining unit:

Service Technician

System Technician

Advanced Technician

The following positions will be **excluded** from the bargaining unit:

Technical Clerk

Warehouse Clerk

Warehouse Co-ordinator

Draftsperson

Dispatcher

Design Technician

Technical Supervisor

Plant Manager

**Schedule D  
Schedule of Wages**

Effective December 5, 2007

|                     |          |          |          |          |          |
|---------------------|----------|----------|----------|----------|----------|
| Service Technician  | \$ 14.76 | \$ 15.39 | \$ 16.01 | \$ 16.65 | \$ 17.27 |
| System Technician   | \$ 17.90 | \$ 18.53 | \$ 19.16 | \$ 19.80 | \$ 20.40 |
| Advanced Technician | \$ 21.19 | \$ 22.54 | \$ 23.36 | \$ 24.13 | \$ 25.00 |

|                     |          |          |          |          |          |
|---------------------|----------|----------|----------|----------|----------|
| Service Technician  | \$ 15.06 | \$ 15.70 | \$ 16.33 | \$ 16.98 | \$ 17.62 |
| System Technician   | \$ 18.26 | \$ 18.90 | \$ 19.54 | \$ 20.20 | \$ 20.81 |
| Advanced Technician | \$ 21.61 | \$ 22.99 | \$ 23.83 | \$ 24.61 | \$ 25.50 |

Effective December 6, 2009

|                     |          |          |          |          |          |
|---------------------|----------|----------|----------|----------|----------|
| Service Technician  | \$ 15.36 | \$ 16.01 | \$ 16.66 | \$ 17.32 | \$ 17.97 |
| System Technician   | \$ 18.62 | \$ 19.28 | \$ 19.93 | \$ 20.60 | \$ 21.22 |
| Advanced Technician | \$ 22.05 | \$ 23.45 | \$ 24.30 | \$ 25.10 | \$ 26.01 |

The Advanced Technician is the most qualified classification then System Technician then Service Technician.

The above rates are subject to change with any application of Schedule E.

**Schedule E**  
**Cost of Living Formula**

- a) Effective December 07, 2008 and December 06, 2009, the rate of pay in effect as of that date will be increased under this formula, if the average annual percentage change in the Consumer Price Index (CPI) – all items Canada (2002 = 100) as determined by Statistics Canada for the 12 month period from September 1 to the September 1 preceding these December dates has increased **by** two and a half percent (2.5%) or more. The rates of pay will be adjusted in an amount equal to the average annual percentage change over two and a half percent (2.5%) to a maximum of two percent (2%), i.e. any adjustment in the rates of pay caused by this formula shall not exceed two percent (2%).
- b) To determine the amount of increase, the total percentage change for each of the 12-month periods will be calculated by adding the percentage changes for each of the 12 months and then dividing by 12, rounded of to the nearest hundredth ( $1/100^{\text{th}}$ ) of a percent.
- c) In no event will a decline in the CPI provide a reduction in the scales or salaries. However, any declines will be taken into account when computing any future increase, i.e. double payments will not be made for an increase after a decrease that has already been paid.

April 17, 2008

Vic Slaney  
President and Business Manager, Local 1208  
Labourers' International Union of North America  
724 Water Street  
P.O. Box 1872  
St. John's, NL  
A1C 5R4

**Letter of Understanding Re: Group Insurance Plan (Group Benefit Plan)**

This letter will confirm our understanding about the transition from the "Persona" Group insurance Plan to the "Bragg Communications" Group Insurance Plan.

The transition to the new Group Benefit Plan will take place as quickly as can be arranged. **All** rights and benefits including eligibility for coverage and termination of coverage are governed by the terms and conditions of the Group Policy and/or the Contract of the Insurance. All benefits are subject to change by the Employer as they may change in the master plan. Any disputes with respect to the entitlement are not subject to the grievance procedure.

The Company agrees to make available to all employees a benefit guide summarizing the terms and conditions of all benefits as quickly as possible.

Sincerely,

Donald Rankin  
Director of Human Resources  
EastLink

April 17, 2008

Vic Slaney  
President and Business Manager, Local 1208  
Labourers' International Union of North America  
724 Water Street  
P.O. Box 1872  
St. John's, NL  
A1C 5R4

**Letter of Intent Re: Classifications and Wage Progression Training**

This letter will confirm our understanding reached at negotiation in relation to retroactive pay for classification change increases or progression increases delayed as a result of testing delays.

All requests for training shall be given to the Company in writing. Normally testing shall take place within three months of the date of the request. Should the testing be delayed due to the inability of the Company to schedule the test, upon successful completion of the test, the employee will be paid the difference between their old rate and the new rate for all paid hours from the expiration of the three month period and the date of testing. For example, if an employee requests testing on January 15<sup>th</sup>, testing will normally be completed by April 15<sup>th</sup>. Should the testing be delayed until June 8<sup>th</sup>, if successful, the employee shall receive the difference between the old rate and the new rate for all paid hours between April 15<sup>th</sup> and June 8<sup>th</sup>. Retroactive pay shall only apply to hours worked and shall not apply to any other premium or benefit.

Sincerely,

Donald Rankin  
Director of Human Resources  
EastLink

A handwritten signature in black ink, appearing to be the number '24' with a flourish underneath.