

COLLECTIVE AGREEMENT

BETWEEN:

THE BRUCE MUNICIPAL TELEPHONE SYSTEM

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL # 255**

JANUARY 1, 2004 TO DECEMBER 31, 2006

**Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine**

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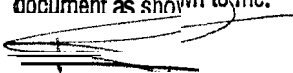
* **CLERICAL EMPLOYEES**

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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

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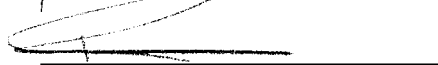


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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

This Agreement made as of the 1st day of January 2004

BETWEEN:

THE BRUCE MUNICIPAL TELEPHONE SYSTEM

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL # 255
(CLERICAL)**

(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this agreement:

- (1) To maintain the mutual value of joint discussions and conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in operation.
- (4) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement.

Now, therefore the parties agree as follows:

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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CUPE LOCAL # 255 - CLERICAL**

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that it is the function of the Employer to exercise the regular and customary function of management and to direct the working forces of the Employer, subject to the terms of the Agreement. The question of whether one of these rights is limited by this Agreement may be decided through the grievance procedure.

2.02 Not Discriminatory

The Employer shall not exercise its right to direct the working forces in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present employees who have completed their probationary periods of their employment status, unless through just cause.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS *

3.01 Bargaining Rights

The Employer recognizes the Canadian Union of Public Employees and its Local 255 as the sole and exclusive collective bargaining agency for all of its clerical employees, save and except the managerial staff, and students employed during school vacation periods and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.

3.01(a) Any new, non-management position that is created at Bruce Municipal Telephone System will be part of the Collective Bargaining Unit, excluding Information Systems personnel to a maximum of three (3).

3.02(a) Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any ~~Employees~~ Employees.

Employees, Gram
Municipal Clerk
Municipality of Kincardine

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3.02(b) Technology Changes

The Employer will continue to modernize and change the company operations with different equipment and processes due to technology advancement. Technology advancement endeavours will affect a change in the manner in which various departments carry on business but will not result in the termination of any job or reduction in hours of work.

3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of her membership or activity in the Union. The Union similarly agrees that it will not discriminate against employees and shall abide by the *Canadian Human Rights Act*.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 Check-off

The Employer shall deduct from every employee as of the date of hire any monthly dues, which are in accordance with the Union Constitution and/or By-Laws, and owing by her to the Union.

5.02 Deductions

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of names of all employees from whose wages the deductions have been made.

Rosaline M. Gramam

Municipal Clerk

Municipality of Kincardine

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ARTICLE 6 - LABOUR-MANAGEMENT RELATIONS

6.01 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its management or other personnel with whom the Union may be required to transact business.

6.02 Bargaining Committee

A bargaining committee shall be appointed and include not more than two (2) members of the Employer as nominees of the Employer, and not more than two (2) members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees. The Employer shall have the right to have additional resources in attendance if required.

6.03 Representatives of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

6.04 Time Off for Meetings

Any representative of the Union on the Bargaining Committee or on the Labour Management Co-operation Committee who is in the employ of the Employer shall have the privilege of attending Committee meetings held within working hours without loss of remuneration.

6.05 Health and Safety Representatives

The Union shall have the right to appoint a health and safety representative with full authority to act, as per Federal Legislation.

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Municipal Clerk
Municipality of Kincardine

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ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect a maximum of two (2) stewards, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting her grievance in accordance with the grievance procedure.

7.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) she represents before the Employer shall be required to recognize her.

7.03 Grievance Committee

The Stewards so elected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.

7.04 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes, and presenting adjustments as provided in this Article. The Union understands and agrees that each steward is employed to perform full time work for the Employer and that she will not leave her work during working hours except to perform her duties under this Agreement. Therefore, no steward shall leave her work without obtaining permission of his/her manager, which permission shall be given within an hour.

7.05 Definition of Grievances

A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee(s) or the Union concerning the application, administration, interpretation or alleged violation of this collective agreement.

7.06 Settling of Grievances

An earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

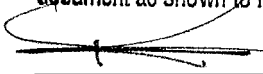
Step No. 1:

The Aggrieved employee(s) shall submit the grievance to her Steward

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- Step No. 2:** If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with ^{for Secretary, Chairman and} supervisor: Manager to settle the dispute with the employee's supervisor.
- Step No. 3:** Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Steward, will submit to the President/CEO a written statement of the particulars of the grievance and the redress sought. The President/CEO shall render his decision within four (4) working days after receipt of such written statement.
- Step No. 4:** Failing satisfactory settlement in Step No. 3, the Union may within ten (10) working days request in writing a meeting with the Municipality of Kincardine Council. The request of the Union must include a written statement detailing the position of the Union with respect to the grievance. The meeting must be held during regular business hours within twenty (20) working days of the request, or at such other time as mutually agreed upon. The President/CEO and the Manager of Human Resources shall be present at the meeting. The Council will render its decision within five (5) working days of the said meeting or such longer time as mutually agreed upon.
- Step No. 5** If after Step No. 4 of the grievance procedure, either party desires that the grievance be referred to arbitration it shall notify the other party in writing of its intention within thirty (30) days.

7.07 Grievance on Safety

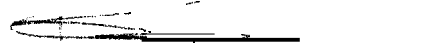
An employee or group of employees who believe they are being required to work under conditions which are unsafe or unhealthy shall have the right to file a grievance in the third step of the grievance procedure for preferred handling in such procedure and arbitration.

7.08 Replies in Writing

Replies to grievances shall be in writing at Steps 3 and 4.

7.09 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

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ARTICLE 8 - ARBITRATION

8.01 Access to Arbitration

The arbitration procedure provided for herein may be invoked only at the written request of either party hereto and provided that, that request is submitted within the time limits established in Clause 7.06.

8.02 Appointment of Arbitrator

The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) days of receipt of the moving party's list. If the parties cannot agree to a single arbitrator within a further ten (10) days, then the Minister of Labour will be asked to appoint an arbitrator to hear the matter.

8.03 Procedure

The Arbitrator shall determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations to him. The Arbitrator shall hear and determine the difference or allegation and render a decision.

8.04 Decision of the Arbitrator

The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall the Arbitrator have the power to change this Agreement or to alter, modify, or amend any of its provisions.

8.05 Expenses of the Board

Each party shall pay:

- (1) The fees and expenses of the party's appointee if one is appointed pursuant to Clause 8.10.
- (2) One-half of the fees and expenses of the Arbitrator or Chairman.

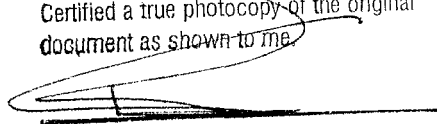
8.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties of this Agreement.

Rosaline M. Graham

Municipal Clerk
Municipality of Kingsville

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8.07 Access to Premises

All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

8.08 Unjust Suspension or Discharge

Should it be found, upon investigation, that an employee who has completed his/her probationary period has been unjustly suspended or discharged, such employee may be reinstated, with or without compensation as appropriate in the opinion of the parties or in the opinion of the Arbitrator, if the matter is referred to arbitration.

8.09 Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the

Employer shall, within five (5) days thereafter, give written particulars of such censure to the steward of the Union, with a copy to the employee involved.

8.10 By mutual agreement of the parties, an Arbitration Board may be substituted for the sole arbitrator. If that process is to be utilized each party shall appoint its nominee to the Arbitration Board and the nominees will endeavour to select the Chairman of the Arbitration Board by mutual agreement. Failing agreement within ten (10) calendar days of the appointment of the second of the two nominees, then the Minister of Labour will be asked to appoint the Chairman of the Arbitration Board.

ARTICLE 9 - SENIORITY

9.01 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. This list shall include full-time and part-time employees. The seniority of the part-time employees shall be recognized by their date of employment. Upon reclassification to full-time employment, the seniority date of the part-time employee shall be based on hours worked.

An up-to-date seniority list, for both full-time and part-time employees, shall be sent to the Union and posted on all bulletin boards in January of each year.

Rosaline M. Graham

Municipal Clerk

Municipality of Kincardine

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9.02 Probationary Employees

The employment of a newly hired employee shall be on a probationary basis until she has actually worked for a period of accumulated work time comprising four (4) months from the date of her hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. It is expressly acknowledged that the Employer may terminate a probationary employee without cause if the Employer has no need for the employee or considers her to be in any way unsuitable for or unacceptable in her position. The employment of a probationary employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment. By mutual agreement of both parties the probation period may be extended for a further period of up to four (4) months.

9.03 Loss of Seniority

An employee shall not lose seniority rights if she is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

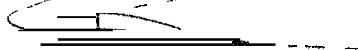
An employee shall only lose her seniority and her employment shall terminate in the event:

- (1) She is discharged and is not reinstated through the grievance procedure.
- (2) She resigns in writing.
- (3) She is absent from work in excess of five (5) working days without notifying the Employer, unless giving such notice was not reasonably possible.
- (4) She fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless such failure is due to sickness or other just cause, It shall be the responsibility of the employee to keep the Employer informed of her current address.
- (5) She is laid-off for a period longer than two (2) years.

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**Municipal Clerk
Municipality of Kincardine**

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ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01 Job Postings

When any vacancy occurs or a new position is created, the Employer shall notify the Union in writing and post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of two (2) weeks in order that all members will know about the position and be able to make written application therefor.

10.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications required, knowledge and education, skills and shift. Those qualifications may not be established in any arbitrary or discriminatory manner.

10.03 No Outside Advertising

No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.

10.04 Method of Making Appointments

In making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority and having the required qualifications. Provided that there are suitable candidates within the bargaining unit, the appointment from within the bargaining unit shall be made within three (3) weeks following the end of the posting period.

10.05 Union Notification

The Union steward shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment.

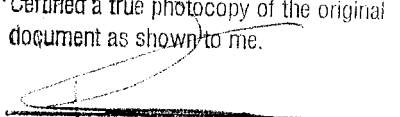
10.06 Classifications

Job classifications are set out in Schedule "A" of this Agreement.

10.07 Trial Period

The successful applicant shall be placed on trial for a period of three (3) months. Conditional on the satisfactory service, the employee shall be declared permanent after the period of three (3) months.

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In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to her former position, wage or salary rate, without loss of seniority. By mutual agreement of both parties the trial period may be extended for a further period of three months.

ARTICLE 11 - LAY-OFFS AND RECALLS

11.01 Lay-off and Rehiring Procedure

Both parties recognize that job security should increase in proportion of length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority and trained if necessary to do the work available providing the recalled employee is qualified after a reasonable training period.

11.02 No New Employees

No new employees will be hired until qualified employees who are laid off have been given an opportunity of re-employment.

11.03 Notice of Lay-off

The Employer shall notify employees who are to be laid off ten (10) working days before the lay-off is to be effective.

If the employee laid off has not had the opportunity to work ten (10) full days after notice of lay-off, she shall be paid in lieu of work for that part of ten (10) days during which work was not made available. Not applicable to the employees with less than three (3) month's seniority.

ARTICLE 12 - HOURS OF WORK

12.01 Hours

The normal work week for employees shall consist of five (5) - seven (7) hour days from Monday to Friday inclusive or Tuesday to Saturday inclusive, for a total of 35 hours per week. No seven (7) hour shifts shall be spread over a period longer than eight (8) hours, with one-half (1/2) or one (1) hour off for lunch at the Employer's option.

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The normal work week for clerical employees shall consist of seven (7) hours per day and 70 hours in a two-week period.

Saturday and Sunday will be considered normal work days for Internet functions,

12.01(a) Hours of Work for Sales Associates and Sales Training Associates

The normal work week for the Sales Associates and Sales and Training Associates shall consist of eight (8) hours per day and 80 hours in a two-week period.

12.01(b) Hours of Work for Credit & Collections Clerk

The normal work week for the Credit & Collections Clerk will be forty (40) hours per week and eighty (80) hours in a two-week period.

12.02 Break Period

All employees shall be permitted a total of a fifteen (15) minute rest period both in the first half and the second half of a shift.

12.03 Paid Meal Break

When a meal break, not to exceed 20 minutes, is authorized in connection with the employee's work schedule, such meal break shall be considered as work time.

12.04 Shift Premium

Employees who are required to work shifts outside of the regular hours of 8:00 am to 6:00 pm, other than overtime, shall be paid a premium of \$1.50 per hour for each hour worked outside of the normal work day. Employees scheduled to work on a weekend, other than overtime, shall be paid a premium of \$2.00 per hour for all hours worked.

ARTICLE 13 – OVERTIME

13.01 Overtime Defined

All time worked beyond the normal work day or the normal work week, shall be considered as overtime.

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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document as shown to me.



**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

13.02 Overtime Rates

Overtime rates shall apply for work as follows:
Time and one-half for all overtime except double time for any time worked on Sunday.

13.03 Accrual of Time

All clerical employees will be allowed to accrue time, up to 32 hours. Accrued time is accrued at straight time. An employee must have her Manager's approval prior to accruing time. It may be used for Doctors' appointments, storm days, etc. Use of accrued time will be at the discretion of management and must be approved by the employee's manager.

13.04 Sharing of Overtime

The Employer shall make an effort to attempt to ensure that overtime and call back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

13.05 Overtime During Lay-offs

There shall be no overtime worked in any operation while there are employees on lay-off able to perform the work that is available.

13.06 Minimum Call-Back Time

An employee who is called in and required to work outside her regular working hours shall be paid for a minimum of two (2) hours at overtime rates.

ARTICLE 14 - HOLIDAYS

14.01 List of Holidays

Subject to the terms of this Article, the Employer recognizes the following as paid holidays:

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

Rosalyn
Municipal Clerk
Municipality of Kincardine

and any other day proclaimed as a holiday by the Federal Government.

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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

Each employee shall be entitled to five (5) additional days off with pay per year on days mutually agreed to by the employee and the Employer. Employees shall be allowed ten (10) minutes on Remembrance Day to pay their respects at 11:00 am.

Employees shall be granted their float holidays when requested, subject to operational requirements. The employer shall clarify the reason for any denial of such request.

The five (5) additional days must be used between January 1 and December 31 of each year or they will automatically be forfeit. They cannot be carried forward to the next year.

14.02 Holidays Falling on Weekend

When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the preceding Friday or the following Monday shall be deemed to be a holiday for the purpose of this Agreement.

Employees on a Tuesday - Saturday schedule who are scheduled to work on the Tuesday following a Monday holiday listed in Article 14.01 shall have the Tuesday off as the holiday.

14.03 Holiday Pay

Provided that she shall have worked her scheduled shift immediately preceding or her scheduled shift immediately following the holiday (unless the employee is off on leave with pay pursuant to the provisions of this Agreement):

(i) an employee who is not required to work on one of the above holidays shall receive holiday pay equal to one normal day's pay:

and

(ii) an employee who is required to work on such a holiday shall be paid double time for any time worked on the holiday, in addition to holiday pay equal to one normal day's pay.

14.04 For the purposes of this Article "one normal day's pay" shall be an amount equal to seven times the employee's normal straight-time hourly rate of pay with the exception of the Corporate Sales Associates and Credit and Collections Clerk whose "normal day's pay" shall be an amount equal to eight times the employee's normal straight-time hourly rate of pay.

Rosaline M. Grogan
Municipal Clerk
Municipality of Bruce
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document as shown to me

**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

ARTICLE 15 - VACATION

15.01 Vacation

Effective from January 1, 1998, employees who have completed at least one (1) year of employment shall receive an annual vacation with pay in accordance with credited service prior to the commencement of their vacation period as follows:

<u>Credited Service</u>	<u>Vacation Entitlement</u>
One year or more	two weeks
Two years or more	three weeks
Seven years or more	four weeks
Thirteen years or more	five weeks
Twenty years or more	six weeks

After two years service, vacation entitlement shall be adjusted in January of each year.

15.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period she shall be granted an additional day's vacation for each holiday, in addition to her regular vacation time.

15.03 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to a payment in lieu of such vacation so that she will receive payment for any unused vacation to which she was entitled in the current vacation year and a proportion of the vacation pay to which she would have been entitled in the following vacation year. The proportion shall be based on the number of months worked by the employee in the year of termination divided by twelve (12).

15.04 Vacation Schedules

In the first week of January, employees shall make application for their vacation entitlement for the current year, Such requests shall be approved by April 1st in each year of the Collective Agreement. Senior employees will be given first choice.

Only one employee in a department may be off at any one time; however where there are more than six (6) employees in a department, two employees from that department may be off at the same time for a period of not more than two weeks. Section 11.11 of the Collective Agreement shall apply to the document as shown to me.

Rosaline M. Graham

Municipality of Kincardine

Section 11.11 of the Collective Agreement shall apply to the document as shown to me.

**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

Employees shall not be allowed to take more than three weeks vacation in the period from June 1st to October 31st, unless mutually agreed upon.

Employees wishing to take vacation between January and March shall have their requests confirmed within one week of such request.

With the approval of the Employer, employees may carry over their vacation until April 30th of the next calendar year. This carry over may be extended beyond April 30th, but not later than May 31st, by mutual agreement between the Employer and the employee.

15.05 Unbroken Vacation Period

Except as provided for in Clause 15.04 above, an employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer.

15.06 Hospitalization While on Vacation

In the event that an employee is confined to hospital during her vacation, she shall be permitted to reschedule and take that portion of her vacation period for which she was hospitalized. The rescheduled vacation or part thereof shall be at a mutually agreed upon time.

In order to qualify for rescheduled vacation an employee must notify the Employer as soon as reasonably practicable of her hospitalization and shall submit a medical doctor's certificate as to the reason for and duration of the hospitalization.

The foregoing right to reschedule vacation shall not apply in the event that an employee's hospitalization arises as a result of an accident or incident occurring while she is working for another employer.

ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 Sick Leave Provisions

An employee will be paid 100% of her wages for the first day of sickness or non-compensable accident and 100% for the days thereafter up to seventeen (17) weeks.

An employee may be required to produce a certificate from a qualified medical practitioner for any illness and will be required to produce such evidence for any illness in excess of three (3) working days, certifying that such employee is unable to carry out her duties due to illness.

Rosaline M. Graham

Municipal Council
Municipality of Bruce County

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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

During an extended absence the company reserves the right to request additional certificates at the Employer's cost.

16.02 Long Term Disability

After the seventeenth week, if the employee is still disabled she will receive 70% of her wages up to age 65, subject to all of the conditions and limitations in the applicable insurance contract.

16.03 Group Life Insurance

Group Life Insurance will be provided to all employees in the amount of two times annual wages. Employer to pay full cost.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 For Union Business

Where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent.

17.02 Union Conventions

Leave of Absence without pay and without loss of seniority shall be granted upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions or seminars. The total of such time off for all causes and for all employees in this unit combined shall not exceed fifteen (15) working days in any calendar year.

17.03 Bereavement Leave

- (a) An employee shall be granted four (4) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death of a spouse, common-law spouse, parent, child, brother, sister, mother-in-law or father-in-law,

An employee shall be granted three (3) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of death of a grandparent, brother-in-law, sister-in-law, grandchild or any second degree relative who has been residing in the same household as the employee.

Kosaline M. Graham
Municipal Clerk
Municipality of Kincardine
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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

- (b) When the geographical location of the funeral is more than 250 kilometres from Tiverton, the Employer may authorize two (2) additional days' unpaid leave for the purpose of travel.

17.04 Mourner's Leave

One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer or mourner.

17.05 Maternity, Parental and Adoption Leaves

Upon written request, an employee shall be entitled to maternity, parental and adoption leaves of absence without pay and without loss of seniority as provided for by and pursuant to the *Canada Labour Code*. An employee returning to work after maternity, parental or adoption leave shall provide the Employer with at least two (2) weeks' notice. On return from maternity, parental or adoption leave, the employee will be placed in a position consistent with the *Canada Labour Code* and the seniority provisions of this Agreement. While on maternity, parental or adoption leave, the employee shall be entitled to all provisions of this Collective Agreement other than those mentioned.

17.06 Jury or Court Witness Duty

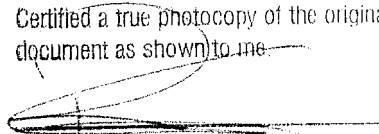
The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

17.07 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. Employees shall not engage in any other employment while on leave.

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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document as shown to me.



**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES

18.01 Pay Days

The employer shall pay salaries and wages every two weeks on Thursdays in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime and deductions.

18.02 Pay During Temporary Transfers

When an employee temporarily substitutes on any job for a minimum of 7 hours or, while replacing the Credit & Collections Clerk, 8 hours, or performs the principal duties of another job, she shall receive the lateral step for the job he/she is substituting for or his/her regular rate, whichever is greater.

18.03 Meal Allowance

Employees who are required to work more than two hours overtime in any day or shift, and employees who have assigned work centres and are required to work outside their respective work centre during a meal hour will be paid for a meal at the rate of \$12.00. No receipts are required.

Meal allowances for voluntary attendance at various BMTS/BMI promotional events will be paid at the rate of \$10.00 for every four hours of volunteer time worked.

ARTICLE 19 - STAFF BENEFITS

19.01 Hospital and Medical Insurance

The Employer shall pay an amount equal to 95% of the premiums of the following plans or equivalent plans:

- (1) Canada Life Extended Health Care Plan (non-deductible)
- (2) Canada Life Dental Plan (non-deductible) in accordance with the current Ontario Dental Association rates.

19.02 Supplementation of Compensation Award

An employee prevented from performing regular work with the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act,

Municipality of Kincardine
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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

shall receive from the Employer for the difference between the amount payable by the Workers' Compensation Board and her regular salary.

19.03 Eye Glasses

The Employer will provide coverage for eye glasses to \$300.00 in any two consecutive calendar years.

Effective January 1, 2005, the Employer will increase coverage for eye glasses to \$500.00 in any two consecutive calendar years.

ARTICLE 20 - GENERAL CONDITIONS

20.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and keep and change their clothes.

20.02 Heavy Loads

Female employees shall not be required to lift any objects or material in excess of fifteen (15) pounds.

20.03 Job Security

The Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part to any other plant, persons, company or non-unit employees if any permanent employee thereby shall lose her job with the Employer.

20.04 Part-time Schedule Changes

Part-time employees who are scheduled to work shall not have their schedules changed unless forty eight (48) hours notice has been given. Part-time employees shall be scheduled a minimum of 4 hours per day.

ARTICLE 21 - PRESENT CONDITIONS AND BENEFITS

21.01 All rights, benefits, privileges and working conditions which employees presently enjoy pursuant to express provisions of this collective agreement shall continue for the term of this Agreement, but may be modified by mutual agreement between the Employer and the Union.

Noted by M. G. ...
Municipal Council
Municipality of Kincardine
Certified a true photocopy of the original
document as shown to me.



**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

- 21.02** Health benefits will continue to be paid for those employees retiring before the age of 65, whose age and years of service add up to 80. Said health benefits will be paid up to age 65.
- 21.03** The Letter of Agreement between Bruce Municipal Telephone System and CUPE Local 255 (Maintenance and Construction and Clerical) signed and dated the same date as this Agreement forms part of this Agreement.
- 21.04** The Letter of Agreement between Bruce Municipal Telephone System and CUPE Local 255 (Clerical) signed and dated the same date as the Agreement forms part of the Agreement.

ARTICLE 22 - GENERAL

22.01 Plural or Masculine Terms May Apply

Wherever the singular or feminine is used in this Agreement it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so require.

22.02 Personnel File

An employee shall have access during regular working hours to his/her file retained by BMTS in accordance with the Employer's Operations, Procedures and Policies Guide concerning Human Resources File Management Access. He/she shall have the right to respond to any document contained therein. Such reply shall become part of the permanent record. The employee must not remove any document from his/her file and the employee shall be subject to disciplinary action if he/she removes anything from the file.

22.03 Employee's Record

An employee who maintains a clear record for a period of two (2) years following his/her last warning or suspension shall have his/her record cleared at the end of each period as it applies to warnings and suspensions for reasons other than irregular attendance.

Rosaline M. Gram
Municipal Clerk
Municipality of Kincardine

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document as shown to me.



**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

ARTICLE 23 - TERM OF AGREEMENT *

23.01 Effective Date

This Agreement shall be binding and remain in effect from January 1, 2004 to December 31, 2006 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than 90 days nor less than 30 days prior to the 31st of December in any year that it desires its termination or amendment.

23.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement.

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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document as shown to me.



**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

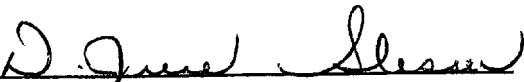
23.03 Agreement to Continue in Force

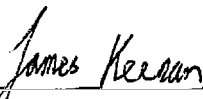
Where such notice requests revisions only, the following conditions shall apply:

- (a) the notice shall state specifically the revisions requested and bargaining negotiations shall be restricted thereto, unless the parties otherwise mutually agreed.
- (b) Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms mutually agreed upon shall unless otherwise specified, apply retroactively to that date.

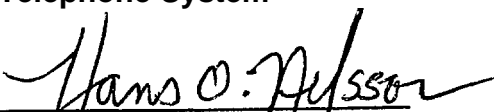
Signed at Tiverton, Ontario this day of , 2004.

**Signed on behalf of the Canadian Union
of Public Employees and its Local #255**

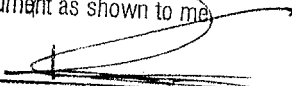

June Slesser, Union Steward


James Keenan, National Representative

**Signed on behalf of the Bruce Municipal
Telephone System**


Hans O. Nilsson, President/CEO


Glenn R. Sutton, Mayor – Municipality of Kincardine

Rosaline M. Gramam
Municipal Clerk
Municipality of Kincardine
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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

**SCHEDULE "A"
CLERICAL HOURLY WAGE RATES**

Classification 1	Customer Care Representatives, Accounting Clerks
Classification 1(A)	Corporate Sales Representatives
Classification 3	Payment Centre Clerks
Classification 4	Clerical Assistant-Marketing, Clerical Assistant-Sales
Classification 5	Training – New Employees
Classification 7	Clerical Clerk-CCR
Classification 8	Assistant to CCR Manager
Classification 9	Clerical Clerk-Finance/Regulatory

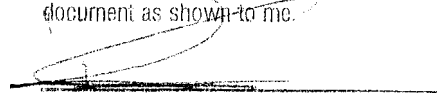
STEP	HOURLY RATE			CLASS
	JAN 1, 2004 3%	JAN 1, 2005 3%	JAN 1, 2006 3%	
0	13.84	14.26	14.69	5*
1	17.47	17.99	18.53	1,1(A),3,4
2	18.80	19.36	19.94	1,1(A),3,4
3	20.55	21.17	21.80	1,1(A),3,4
4	21.22	21.85	22.51	1,1(A),3,4,7,***
5	21.93	22.59	23.27	1,1(A),3,4
6	22.63	23.31	24.01	1,1(A),3,4
7	23.37	24.07	24.79	1,1(A),3,4
8	24.27	25.00	25.75	1,1(A),3,4
9	25.21	25.97	26.75	1,1(A),3,4
10	26.23	27.02	27.83	1,1(A),3,4
11	27.28	28.10	28.94	1,1(A),3,4,
12	28.41	29.26	30.14	1,1(A),3,4,8,9**

- * Maximum Rate for Classification 5
- ** Maximum Rate for Classifications 1, 1(A), 3, 4,8,9
- *** Maximum Rate for Classification 7

Note: A new employee will be paid at the rate of Classification 5 for no more than 10 working days at which time they will be increased to Step 1.

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

PART-TIME EMPLOYEES

APPENDIX "A"

All matters relating to part-time workers including wages and working conditions shall be contained in this Appendix. A clause or provision of this Agreement not contained herein shall not be applicable to part-time workers.

1. Definition

A part-time employee is a person who is regularly employed for not more than twenty-five (25) hours per week except whilst replacing a full time employee who is unavailable for work.

2. Management Rights

As in Article Two (2) in the body of the Agreement.

3. Recognition and Negotiations

As in Article Three (3) in the body of the Agreement.

4. Grievance Procedures

As in Article Seven (7) in the body of the Agreement.

5. Deduction of Union Dues

Union dues for part-time employees shall be calculated and withheld from every pay period at the prescribed rate.

6. No Guarantee

The System does not guarantee any hours of work per day for any part-time employees.

7. Wages

Part-time employees shall be paid for each hour worked according to the wage schedule for the classification in which they are employed. The interval between progression increases shall be the equivalent in hours worked to six (6) months of regular hours for regular employees in the same classification.

Rosaline M. Grayson
Municipal Clerk
Municipality of Kincardine

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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

Effective January 1, 1991, part-time employees shall be paid 6% of gross wages (rather than 4% of gross wages) in satisfaction of the Employer's obligations with respect to vacation pay,

8. Seniority

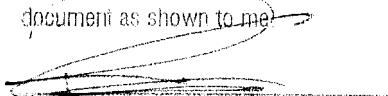
In the event a part-time employee is reclassified to a regular employee then the employee shall be credited with a month's seniority for each 150 hours worked as a part-time employee.

FOOTNOTES

1. The time interval for the last four (4) steps (i.e. Steps 9, 10, 11 and 12) of the wage schedule shall be determined by the System.
2. The time interval for each other step of the wage schedule shall be six (6) months.
3. Step 0 applies only to temporary employees. No temporary employees shall continue to be employed when regular employees are on lay-off.
4. Step 0 part-time or temporary employees shall be paid for each hour worked at the base Step 1 rate according to the wage scale for the classification in which they are employed.

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

LETTER OF AGREEMENT

BETWEEN

BRUCE MUNICIPAL TELEPHONE SYSTEM

**AND THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #255
(MAINTENANCE & CONSTRUCTION AND CLERICAL)**

The Employer and the Union have agreed to the following:

1. That all BMTS/BMI employees will receive free Internet dial-up access.
2. That Bruce Municipal Telephone System will write a letter to OMERS requesting that the retirement age be dropped to a factor of 80.
3. That Bruce Municipal Telephone System will provide the Union with three copies of the company policy manual no later than March 31, 2001.
4. That the hours of the maintenance employee are to be 40 hours per week as mutually agreed upon between the Employer and the employee.
5. The Letter of Intent dated September 16, 1995 is hereby withdrawn.
6. Footnotes #3, #6, and #7 to be removed from the Clerical Contract for the period ending December 31, 2000.
7. Footnote # 5 to be removed from the Maintenance and Construction Contract for the period ending December 31, 2000.

Dated this 18th day of October 2000.

For Bruce Municipal Telephone System

"Hans O. Nilsson"

Hans O. Nilsson, General Manager and CEO

"Gord Thompson"

Gord Thompson, Mayor
Rosaline M. Grattan
Municipal Clerk
Municipality of Kincardine

Certified a true photocopy of the original
document as shown to me.



For Canadian Union of Public Employees

"James Keenan"

James Keenan

"Sherri Price"

Sherri Price

"Dave Bart"

Dave Bart

**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

LETTER OF AGREEMENT

BETWEEN

BRUCE MUNICIPAL TELEPHONE SYSTEM

**AND THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #255
(CLERICAL)**

The Employer and the Union have agreed to the following without prejudice and precedent:

1. That the Employer may assign an employee to the position of Temporary Marketing Specialist.
2. Responsibilities would include creating processes/procedures for the introduction of a new service or product, assisting with marketing strategies and training BMTS employees on the new products or services.
3. While assigned to this position the employee will receive an additional \$1.50 per hour above his/her regular wages.

Dated this 18th day of October 2000.

For Bruce Municipal Telephone System

"Hans O. Nilsson"
Hans O. Nilsson, General Manager and CEO

"Gord Thompson"
Gord Thompson! Mayor

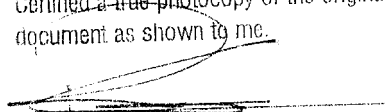
For Canadian Union of Public Employees

"James Keenan"
James Keenan

"Sherri Price"
Sherri Price

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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document as shown to me.



**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

LETTER OF UNDERSTANDING

BETWEEN

BRUCE MUNICIPAL TELEPHONE SYSTEM

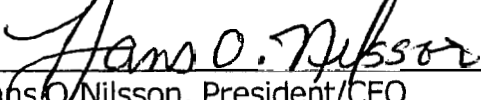
**AND THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #255
(MAINTENANCE & CONSTRUCTION AND CLERICAL)**

The Employer and the Union have agreed to the following:


A profit sharing schedule, implemented by the Employer, will be based upon an audited net income which will be shared equally with all full-time employees employed on December 31st of each year.

Dated this day of 2003.

For Bruce Municipal Telephone System




Hans O. Nilsson, President/CEO

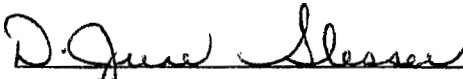


Glenn R Sutton, Mayor of Kincardine


For Canadian Union of Public Employees



James Keenan



June Slesser



Bryan Guest

**Rosaline M. Gramam
Municipal Clerk
Municipality of Kincardine**

Certified a true photocopy of the original
document as shown to me.



**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

**LETTER OF AGREEMENT
BETWEEN
BRUCE MUNICIPAL TELEPHONE SYSTEM**

**AND THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #255
(CLERICAL)**

The Employer and the Union have agreed to the following on a without prejudice basis:

1. That Classification 1(A) be renamed Corporate Sales Representatives (formerly Sales Associates and Sales Training Associates)
2. That the Corporate Sales Representatives will not be subject to the following articles of the Collective Agreement:
 - 12.01 Hours
 - 12.01(a) Hours of Work for Sales Associates and Sales Training Associates
 - 12.04 Shift Premium
 - 13.01 Overtime Defined
 - 13.02 Overtime Rates
3. That the Employer may pay to Corporate Sales Representatives commission as directed by the Management Team of Bruce Municipal Telephone System.
4. That the Corporate Sales Representatives will be part of any company profit-sharing program.

Dated this 9th day of July, 2002.

For Bruce Municipal Telephone System

For Canadian Union of Public Employees

"Hans O Nilsson"

"James Keenan"

Hans O. Nilsson, General Manager/CEO

James Keenan

"Larry Kraemer"

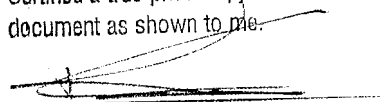
"June Slesser"

Larry Kraemer, Mayor

June Slesser

**Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine**

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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

**LETTER OF UNDERSTANDING
BETWEEN
BRUCE MUNICIPAL TELEPHONE SYSTEM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #255
CLERICAL UNIT**

SUBJECT: WORKLOAD

The parties agree on a without prejudice basis to conduct a joint review "Quarterly" regarding workload of the C.C.Rs, Internet and payments counter positions.

This overview will determine whether staffing levels at the administration building need to be increased as a result of the reassignment of employees to the new stores in Port Elgin and Kincardine.

DATED this 31st day of July at Tiverton, Ontario

For Bruce Municipal Telephone System For Canadian Union of Public Employees

"Hans O Nilsson"
Hans. O Nilsson, General Manager & CEO

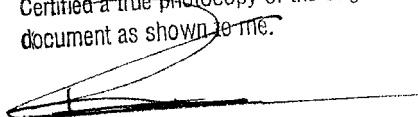
"James Keenan"
James Keenan

"Larry Kraemer"
Larry Kraemer, Mayor of Kincardine

"D June Slessor"
June Slessor

"Jeff Richardson"
Jeff Richardson

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine
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COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL

SUMMARY OF LETTERS OF AGREEMENT
BETWEEN
BRUCE MUNICIPAL TELEPHONE SYSTEM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #255
(CLERICAL)

1. That Bruce Municipal Telephone System will renew the Letter of Agreement with respect to profit sharing.
2. The Letter of Understanding dated July 31, with respect to Workload be renewed for the period ending December 31, 2006.
3. The Letter of Agreement dated July 9, 2002 with respect to the Corporate Sales Associates and subject to the hours of work for the Credit and Collections Clerk becoming 40 hours per week, be renewed for the period ending December 31, 2006.
4. The Letter of Agreement dated August 2, 2002 for the Clerical Clerk, Finance, be withdrawn subject to amendment to Schedule A for the Clerical Clerk-Finance.
5. The Letter of Agreement dated November, 2002 for Clerical Clerk-CCR and Assistant to the CCR Manager be withdrawn subject to amendment to Schedule A.
6. The Letter of Agreement dated August, 2003 with respect to the job title changes for Clerical Clerk Finance-Regulatory and Clerical Assistant-Marketing, be renewed establishing their job titles and the maximum wage step as '12' on Schedule 'A' of the clerical agreement for the Clerical Clerk-Finance/Regulatory, subject to review.

Dated at Tiverton this 26th day of November , 2003.

For Bruce Municipal Telephone System For Canadian Union of Public Employees

"Hans O Nilsson"
Hans O Nilsson, President/CEO

"James Keenan"
James Keenan

"Glenn R Sutton"
Glenn R Sutton, Mayor, Municipality of Kincardine
Kosajine M. Gramam
Municipal Clerk
Municipality of Kincardine

"June Slessor"
June Slessor

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"Dave Primeau"
Dave Primeau

**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - CLERICAL**

Mr. James Keenan
National Representative
Canadian Union of Public Employees
64 Cedar Pointe Drive
Unit 1407
Barrie, On L4N 5R7

Dear Jim:

Effective October 1, 2003, two clerical positions currently within the Clerical contract will be changed to better reflect the duties required of each position. The Clerical Clerk-Finance will be assuming Regulatory responsibilities currently listed as a responsibility under the Regulatory Assistant position.

We propose a Letter of Understanding between the Union and BMTS/BMI, as agreed with the union steward, June Slessor. The job title Regulatory Assistant would be changed to become Clerical Assistant-Marketing and the Regulatory responsibilities would be transferred to the Clerical Clerk-Finance. The employee currently in the Clerical Clerk-Finance position would continue to her next wage step in September, 2003 and the cap would be removed from the position effective January 1, 2004. Final steps will not be known for this position until Pay Equity has been completed.

I would appreciate your consideration in this matter and hope to hear from you at your earliest convenience.

Yours truly,

Hans O. Nilsson
President/CEO

HON/dmj

c.c. June Slessor

Rosaline M. Gramam
Municipal Clerk
Municipality of Kincardine

Certified a true photocopy of the original
document as shown to me,

