

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

MAINTENANCE AND CONSTRUCTION EMPLOYEES

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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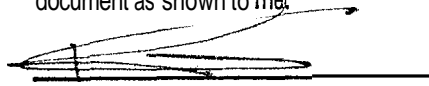
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Municipality of Kincardine

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Municipal Clerk

Municipality of Kincardine

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

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 IIS LOCAL # 255
(MAINTENANCE AND CONSTRUCTION)**

(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 and improve the harmonious relations and settled 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**

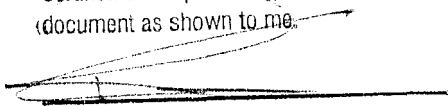
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COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
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ARTICLE 2 - MANAGEMENT RIGHTS

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 employees engaged in maintenance and construction, save and except 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 differences 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.

Thomas M. Graham
Municipal Clerk
Municipality of Kincardin

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3.02(b) Technology Change

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 his 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 him 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. Graham
Municipal Clerk
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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

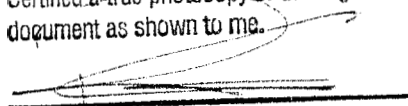
Any representative of the Union on the Bargaining Committee or on the Labour Management Co-operation Committee who is in the employ of the Employer shall have the privilege of attending Committee meetings held within working hours without loss of remuneration.

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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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 his 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) he represents before the Employer shall be required to recognize him.

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 he will not leave his work during working hours except to perform his duties under this Agreement. Therefore, no steward shall leave his work without obtaining permission of his 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 his Steward.

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Step No. 2: If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with his Steward, shall first seek 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.

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7.09 Facilities for Grievances

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

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.

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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.

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 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 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 the first five of each year.

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CUPE LOCAL # 255 - MAINTENANCE AND CONSTRUCTION**

9.02 Probationary Employees

The employment of a newly hired employee shall be on a probationary basis until he has actually worked for a period of accumulated work time comprising four (4) months from the date of his 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 him to be in any way unsuitable for or unacceptable in his 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 he is absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

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

- (1) He is discharged and is not reinstated through the grievance procedure.
- (2) He resigns in writing.
- (3) He is absent from work in excess of five (5) working days without notifying the Employer, unless giving such notice was not reasonably possible.
- (4) He 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 his current address.
- (5) He is laid-off for a period longer than two (2) years.

**Rosaline M. Gramam
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, lockers, shop 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.

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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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, he shall be returned to his 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 his 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 providing they are qualified to do the work.

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, he 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) - eight (8) hour days from Monday to Friday inclusive, or Tuesday to Saturday inclusive, for a total of forty (40) hours per week. The normal work day shall not commence before 6:00 am and shall not end later than 6:00 pm. No eight (8) hour shifts shall be spread over a period longer than nine (9) hours, with one (1) hour or one half (1/2) hour off for lunch.

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The normal work week for Internet employees shall consist of eight (8) hours per day and 80 hours in a two-week period.

Saturday and Sunday will be considered normal work days.

The hours of the maintenance employee are to be 40 hours per week as mutually agreed upon between the Employer and the employee.

12.02 Break Period

All employees shall be permitted a total of 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 6:00 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 an eight (8) hour work day or a forty hour work week, shall be considered as overtime.

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.

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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
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13.03 Accrual of Time

All maintenance and construction employees will be allowed to accrue time, up to 32 hours. Accrued time is accrued at straight time. An employee must have his 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 his regular working hours shall be paid for a minimum of two (2) hours at overtime rates except that an employee who is called in and required to work outside his regular working hours commencing after 9:00 p.m. shall be paid for a minimum of three (3) 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	

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

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.

Rosaline M. Gramham
Municipal Clerk
Municipality of Kincardine

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

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

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 he shall have worked his scheduled shift immediately preceding or his 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 eight times the employee's normal straight-time hourly rate of pay.

Rosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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

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 he shall be granted an additional day's vacation for each holiday, in addition to his regular vacation time.

15.03 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a payment in lieu of such vacation so that he will receive payment for any unused vacation to which he was entitled in the current vacation year and a proportion of the vacation pay to which he 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.

Rosaline M. Graham
Municipal Clerk

Municipality of Kincardine

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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

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

department may be off at the same time for a period of not more than two weeks. 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 his 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 his vacation, he shall be permitted to reschedule and take that portion of his vacation period for which he 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 his 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 he is working for another employer.


ARTICLE 16 - SICK LEAVE PROVISIONS

16.01 Sick Leave Provisions

An employee will be paid 100% of his 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 his duties due to illness.

Rosaline M. G...
Municipality of Kincardine
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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - MAINTENANCE AND CONSTRUCTION**

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 he will receive 70% of his 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.

Municipality of Kincardine
Municipal Clerk
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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - MAINTENANCE AND CONSTRUCTION**

- (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 his normal earnings and the payment he 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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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - MAINTENANCE AND CONSTRUCTION**

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 wages, overtime and deductions.

18.02 Pay During Temporary Transfers

When an employee temporarily substitutes on any job for a minimum of 8 hours or performs the principal duties of another job, he/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.

18.04 Call Out Duty

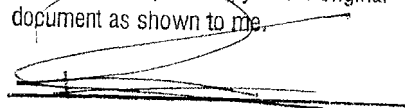
When an employee is called out, that is, called by the Duty Foreman to perform system service, he shall not refuse to do so unless he has a good and reasonable *cause*.

18.05 On Call

- a) Employees designated for on-call duty shall be paid \$0.80/hour for a 118 hour on-call week. The number of hours of and pay for an on-call week shall be increased to ensure that there is full on-call coverage whenever one or more paid holidays are to be observed.
- b) The on-call week shall be from 5:00 pm until 7:00 am weekdays (14 hours), 5:00 pm Friday until 7:00 am Monday for weekend coverage (62 hours) on a Wednesday to Wednesday rotation, and shall be extended as required to ensure full on-call coverage whenever one or more paid holidays are to be observed.

Roseline M. G...
Municipal Clerk
Municipality of Kincardine

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

- c) While on-call, all work performed shall be at prevailing call-out and overtime rates.
- d) Employees designated as on-call shall be supplied with a pager and have the use of a company vehicle, solely for the performance of work for the BMTS system. Said vehicle is not to leave the territory serviced by the System and is not to be used by anyone other than the employee designated as being on-call.
- e) An on-call schedule shall be posted one month in advance. Employees required to be on-call shall be scheduled on a rotation basis. The on-call schedule may not be altered without the mutual consent of the employees and the manager concerned.
- f) Any technician who is able to respond to a call out by correcting the problem without leaving home shall be paid one (1) hour of regular wages. The employee will be required to document all work done from home on his timesheet.

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 his 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, shall receive from the Employer for the difference between the amount payable by the Workers' Compensation Board and his 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.

Rosaline M
Municipal
Municipality of Kawartha
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**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - MAINTENANCE AND CONSTRUCTION**

ARTICLE 20 - UNIFORM AND CLOTHING ALLOWANCES

20.01 The Employer shall supply or make available such articles (including, in particular, rubbers to cover work boots) as it deems necessary to be worn on the job for reasons of appearance, safety, health or as protection against undue wear or damage. The Employer may, at its discretion replace employee's clothing damaged under unusual job conditions. Effective January 1, 1998, the Employer shall designate the safety boots, shoes and overshoes for which it will pay and which will be provided to employees. The Employer will pay 100% of the cost of one (1) pair of safety shoes or safety boots and one (1) pair of overshoes that are to be supplied to each employee annually.

ARTICLE 21 - GENERAL CONDITIONS

21.01 Proper Accommodation

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

21.02 Tools and Equipment

The Employer shall supply all tools and equipment required by employees in the performance of their duties. Replacements will be made by producing the worn or broken tool. Any such articles lost by an employee will be charged to the employee at Employer's cost. This will include work gloves and/or mitts.

21.03 Inclement Weather

Whenever ordinary work cannot be reasonably continued during working hours by reason of inclement weather conditions, the Employer shall provide indoor work for outside crews.

21.04 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 his job with the Employer.

21.05 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.

Rosaline M. Gram

Municipal C

Municipality of Kingsville

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document as shown to me.

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

ARTICLE 23 - GENERAL

23.01 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 required.

ARTICLE 24 - TERM OF AGREEMENT *

24.01 Effective Date

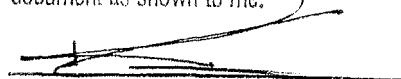
This Agreement shall be binding and remain in effect from January 1, 2004 to December 31, 2006 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than 90 days nor less than 30 days prior to the 31st of December in any year that it desires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

24.02 Changes in Agreement

- (a) Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement.
- (b) When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The new rate shall become retroactive to the time the position was first filled by an employee.

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 - MAINTENANCE AND CONSTRUCTION**

ARTICLE 22 - PRESENT CONDITIONS AND BENEFITS

22.01 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.

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

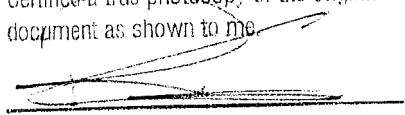
An employee who maintains a clear record for a period of two (2) years following his/her last warning or suspension shall have his/her record cleared at the end of each period as it applies to warnings and suspensions for reasons other than irregular attendance.

22.04 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.

22.05 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.

Kosaline M. Graham
Municipal Clerk
Municipality of Kincardine

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


24.03 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 , 200 .

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




Bryan Guest, Union Steward

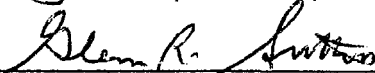


James Keenan, National Representative

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



Hans O. Nilsson, President/CEO



Glenn R. Sutton, Mayor, Municipality of Kincardine

Deborah M. Graham
Municipal Clerk
Municipality of Kincardine

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

**SCHEDULE "A"
CONSTRUCTION AND MAINTENANCE HOURLY WAGE RATES**

Classification 1 comprises all Central Office Technicians and Internet Technicians
 Classification 1(a) Internet Customer Support Technician
 Classification 2 comprises Communications Technicians (except Central Office Technicians) and Cable Splicers
 Classification 3 comprises all Construction Coordinator, Inventory Control and Maintenance Employees
 Classification 4 Training – New Employees

HOURLY RATE

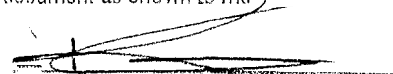
STEP	JAN 1, 2004 3%	JAN 1, 2005 3%	JAN 1, 2006 3%	CLASS
0	13.84	14.26	14.69	4*
1	17.96	18.50	19.05	1,1(a),2,3
2	18.93	19.50	20.09	1,1(a),2,3
3	19.82	20.41	21.02	1,1(a),2,3
4	20.54	21.16	21.79	1,1(a),2,3
5	21.34	21.98	22.64	1,1(a),2,3
6	22.15	22.81	23.49	1,1(a),2,3
7	23.21	23.91	24.63	1,1(a),2,3
8	24.45	25.18	25.94	1,2,3
9	25.77	26.54	27.34	1,2,3
10	27.45	28.27	29.12	1,2,3
11	28.24	29.09	29.96	1,2,3**
12	29.03	29.90	30.80	1,2,***
13	30.48	31.39	32.33	1****

- * Maximum Rate for Classification 4
- ** Maximum Rate for Classifications 3
- *** Maximum Rate for Classification 2
- **** Maximum rate for Classification 1

Note: A new employee will be paid at the rate of Classification 4 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 - MAINTENANCE AND CONSTRUCTION**

**SCHEDULE "B"
CONSTRUCTION AND MAINTENANCE HOURLY WAGE RATES
PLANT CLERKS**

Classification 5 Training – New Employees
Classification 6 Plant Clerks

HOURLY RATE

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

* Maximum Rate for Classification 5
** Maximum Rate for Classification 6

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.

C. J. G. G. G.
Municipal Clerk
Municipality of Kincardine

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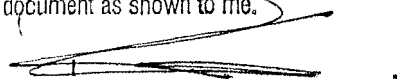
**COLLECTIVE AGREEMENT BETWEEN BRUCE MUNICIPAL TELEPHONE SYSTEM AND
CUPE LOCAL # 255 - MAINTENANCE AND CONSTRUCTION**

FOOTNOTES

1. The time interval for the last five (5) steps (i.e. Steps 9, 10, 11, 12 and 13) 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.

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

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

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

For Canadian Union of Public Employees

"James Keenan"

James Keenan

"Sherri Price"

Sherri Price

Debbie M. Graham
Municipal Clerk
Municipality of Kincardine

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

**LETTER OF AGREEMENT
BETWEEN
BRUCE MUNICIPAL TELEPHONE SYSTEM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL # 255
(MAINTENANCE AND CONSTRUCTION)**

The Employer and Union have agreed to the following:

1. That Bruce Municipal Telephone System will rewrite the Letter of Agreement with respect to profit sharing.
2. The Letter of Agreement dated January 19, 2002, with respect to hiring a part time employee in the Internet Department has been renewed for the period ending December 31, 2006.
3. The Letter of Agreement dated July 9, 2002, with respect to using part time employees presently employed and with the clerical agreement may be used for the plant clerk function and inventory function be extended for the period ending December 31, 2006.
4. The Letter of Agreement dated October 21, 2002 with respect to two part time support technicians be withdrawn with the understanding we may approach the Union if the employer becomes in need of a second part time employee.
5. The Letter of Agreement dated December 13, 2002 regarding changes in the Internet Support Technicians job is withdrawn subject to amendment to Schedule A.
6. The Letter of Agreement dated Aug, 2003 with respect to change in job title for Construction to Construction Coordinator be withdrawn subject to amendment to Schedule A.

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 of Kincardine
Municipal Clerk
Municipality of Kincardine

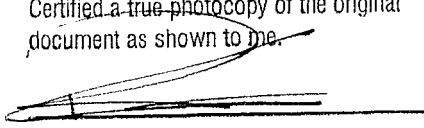
"Bryan Guest"

Bryan Guest

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document as shown to me.

"Dave Bart"

Dave Bart



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

LETTER OF UNDERSTANDING

BETWEEN

BRUCE MUNICIPAL TELEPHONE SYSTEM

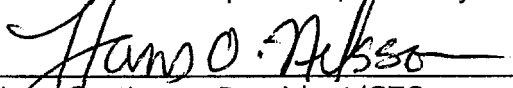
AND THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #255
(MAINTENANCE & CONSTRUCTION AND CLERICAL)

The Employer and the Union have agreed to the following:

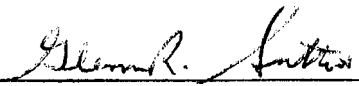
A profit sharing schedule, implemented by the Employer, will be based upon an audited net income which will be shared equally with all full-time employees employed on December 31st of each year.

Dated this day of 2003.

For Bruce Municipal Telephone System

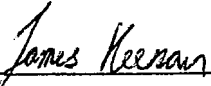


Hans O Nilsson, President/CEO

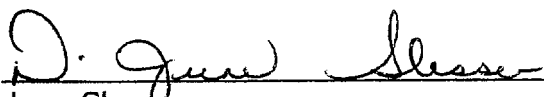


Glenn R Sutton, Mayor of Kincardine

For Canadian Union of Public Employees



James Keenan



June Slesser



Bryan Guest

Rosaline M. Graham
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 - MAINTENANCE AND CONSTRUCTION**

**LETTER OF AGREEMENT
BETWEEN**

BRUCE MUNICIPAL TELEPHONE SYSTEM

AND

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

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

1. That the Employer may hire a part-time employee to work in the Internet Department under the terms and conditions of the Collective Agreement.

Date this 19th day of January, 2002.

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

"Jeff Richardson"


Jeff Richardson

Rosaline M. Graham

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 - MAINTENANCE AND CONSTRUCTION**

**LETTER OF AGREEMENT
BETWEEN**

BRUCE MUNICIPAL TELEPHONE SYSTEM

AND

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

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

1. That the has the right to use part-time employees presently employed under the Clerical Agreement in Maintenance and construction for plant clerk functions and for inventory functions.

Date this 9th day of July, 2002.

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

"Jeff Richardson"

Jeff Richardson

Rosaline M. Graham
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 - MAINTENANCE AND CONSTRUCTION**

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

"Larry Kraemer"

Larry Kraemer, Mayor of Kincardine

"D June Slesser

June Slesser

"Jeff Richardson"

Jeff Richardson

Rosaline M. Gramam
Municipal Clerk

Municipality of Kincardine

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

