



Collective Agreement

Between:

Northwestel Inc.

(Hereinafter referred to as “the Company” or “the Employer”)

and

The International Brotherhood of Electrical Workers, Local 1574
(Hereinafter referred to as “the Union”)

EFFECTIVE JANUARY 01, 2017 – DECEMBER 31, 2020

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SECTION 1 – GENERAL

ARTICLE 1 – PURPOSE

- 1.1 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Company, the employees and the Union; to set forth terms and conditions of employment relating to pay, hours of work; employee benefits and general working conditions affecting employees covered by this Agreement; and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- 1.2 The signatory parties to this Agreement pledge themselves to live up to the spirit as well as the letter of this Agreement; it being recognized that no agreement is any stronger than the honesty and good faith of the parties involved.

ARTICLE 2 – RECOGNITION OF MANAGEMENT FUNCTIONS

- 2.1 The management of the operations of the Company and the direction of the working forces, including the right to direct, plan and control operations and to schedule working hours and the right to hire, promote, demote, transfer, suspend or discharge employees for just cause, or to release employees because of lack of work or the right to introduce new and improved methods or facilities, is vested exclusively in the Company, subject to the provisions of this Agreement.

ARTICLE 3 – UNION RECOGNITION AND JURISDICTION

- 3.1 The Company agrees to recognize the Union as the sole bargaining agent for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its representative in any, and all, matters pertaining to this Agreement which may affect the relationship between the Company and its employees.
- 3.2 The Company also agrees that the Union will have the assistance of such representatives as it may designate in any negotiations or discussions between representatives of the parties hereto.
- 3.3 The Union will furnish the Company, on a quarterly basis, in writing, a current list and amendments containing the name, department and location of officers, committee members and stewards.
- 3.4 The parties acting jointly may, by letter of understanding or memorandum in writing signed by them, amend, add to, delete from or interpret the provision of this Agreement and the parties shall be bound by any such amendments or interpretations.
- 3.5 The Company shall provide bulletin boards for the use of the Union at appropriate locations approved by the department Supervisor concerned upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees. In the event there is a requirement for a locking bulletin board, the Company and the Union will share the costs equally of providing a locking bulletin board.
- 3.6 The Company shall provide the Union with a copy of all current policies, procedures, and regulations, which affect the working conditions and benefits of the employees, covered in this Agreement. When implementing changes in such policies, procedures and regulations, the Company will request representation and input in the modification, prior to implementation.
- 3.7 Managers of the Company, upon request, may provide the Union with space on the premises for Union meetings of Company employees where proper security can be maintained and such meetings will not be disruptive to any employees on duty.

- 3.8 Union representatives **will** be permitted to distribute Union literature on Company premises, on their own time, after receiving prior approval from a Supervisor in charge of the premises.
- 3.9 The Company shall provide the employee with a copy of this Collective Agreement at the time of hire.
- 3.10 The Company shall provide the Union with the following information on a monthly basis:
- a) Promotions and transfers; and
 - b) Hires, discharges, resignations and retirements.
- 3.11 New bargaining unit employees will be provided with one (1) hour of paid orientation upon hire. The orientation will be provided by a representative appointed by the Union Business Manager. The orientation will be provided as soon as possible, but in any case not longer than one (1) week from the commencement of employment.**

ARTICLE 4 – SCOPE

- 4.1 The provisions of this Agreement apply to employees of the Company working in the classifications defined in the Canada Industrial Relations Board Certification orders.
- 4.2 Notwithstanding the above, all employees working in classifications outlined in the wage scales, as in Sections [2](#), [3](#), [4](#) and [5](#), or newly created classifications are deemed to be within the scope of this Agreement.
- 4.3 Where the masculine is used, the reference shall include the feminine and vice versa.
- 4.4 The Company agrees to inform the Union of the creation of any position which, in the opinion of the Company, is not within the scope of the bargaining unit.
- 4.5 The Company agrees not to enter into any agreement or contact with the Union employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.

ARTICLE 5 – UNION SECURITY

- 5.1 All employees in positions within the scope of the certification order shall become Union members within thirty (30) days of hire and shall remain members in good standing as a condition of employment.
- 5.2 The provision of Article 5.1 will not apply to any employee who can prove to the Union that their religious beliefs would not allow for Union membership. Where such dispensation is granted, the Business Manager will advise the Company within the thirty (30) day limit as outlined in Article 5.1.
- 5.3 Notwithstanding the provisions of Article 5.1, an employee who is expelled from Union membership as a result of actions taken under authority of the International Brotherhood of Electrical Workers (IBEW) Constitution will continue as an employee under this Agreement until or unless their services are terminated under provisions of this Agreement or by resignation, death or pension.

ARTICLE 6 – BARGAINING UNIT WORK & CONTRACTING OUT

- 6.1 Officers, Supervisors or employees not covered by this Agreement will not perform work normally performed by the employees covered by this Agreement except for:

- a) The protection of service in an emergency;
- b) Training or instruction;
- c) Testing equipment for the purpose of a system evaluation; and
- d) When employees are not available.

Contracting Out

- 6.2 The Company agrees to make the best effort to utilize regular full-time employees to complete work. Where this is not possible the Company will make best effort to utilize temporary, seasonal or casual employees prior to contracting out. In cases where contracting out becomes necessary to meet customer requirements, the Union and the Company align on the following practices with respect to the engagement of external contracts:
- a) The Company will review the annual capital plan with the Union by no later than January 30th of each year.
 - b) The Company will review changes to the annual capital plan and contracting out implications with the Union throughout the year, at a minimum of quarterly, through joint consultative meetings.**
 - c) The Company and the Union will work together to ensure full-time regular employees work in partnership with any temporary employees or required external resources. The intent is to have the external resources transfer knowledge to the regular employees through demonstration and training to ensure that there is a lasting corporate knowledge with respect to any work done by external organizations.
 - d) The Company and the Union will work to introduce peer review sessions whereby regional regular technical employees, regional operational management employees and engineering employees collaboratively review a project to identify:
 - i) Any operational / implementation concerns;
 - ii) Ability to resource the project using regular employees; and
 - iii) Role that regular employees will play if external resources are required.
 - e) A regular employee is defined as an employee who is hired on a **regular** basis (i.e. not temporary, seasonal, nor casual).

ARTICLE 7 – DEDUCTION OF UNION DUES

- 7.1 The Company **will** deduct dues and other amounts **as required** by the Union, including special assessments from the wages of all unionized employees on the payroll. This amount shall be forwarded by the Company to the Union within the period of fifteen (15) to forty (40) days after deduction. The Company shall, when remitting such dues, provide a listing in alphabetical order of the names, amount and location of employees from whose pay such deductions have been made.
- 7.2 The Company agrees to identify, annually on each employee's T-4 slip, the total amount of Union dues deducted in the preceding year.
- 7.3 The Company shall deduct the approved initiation fees from the wages of an employee upon receipt of authorization forms signed by the employee, and shall remit same to the Union in the same manner as Union dues. The Company shall provide each new employee a Union

Application Card, and Initiation Fee Form, such forms to be provided to the Company by the Union.

- 7.4 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds, shall be made from wages prior to the deduction of dues.
- 7.5 The Company shall not be responsible, financially or otherwise, either to the Union or to any employee, for failure to make deduction or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Financial Secretary of the Union.
- 7.6 The question of what, if any, compensation shall be paid to the Company by the Union in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days notice in writing.

ARTICLE 8 – SENIORITY

- 8.1 The seniority date of all employees within the scope of this Agreement **will** be the date **upon which the employees' current service** covered by this Agreement **commenced**. Seniority date is subject to Articles 8.2 and 8.3.
- 8.2 A seniority list will be prepared and posted as soon as possible, and no later than January 31. Copies of this list will be furnished to the Business Manager on **USB**. The list will contain the name, classification, location and seniority date. **Seniority for two (2) or more employees hired on the same date will be awarded based on the time and date of the signed and returned offer letter of employment.**
- 8.3 The order of seniority for all part-time employees shall be determined by the total hours worked as reflected on the last pay period of each year. In the event more than one (1) person's record reflects the same number of hours, the person whose Company service is longer will appear first on the seniority list.
- 8.4 Protests in regards to seniority dates must be submitted in writing within sixty (60) calendar days to the Business Manager and the Company. When proof of error is established, corrections will be made immediately and will be reflected on the list for the following year.
- 8.5 An employee now filling or hereafter promoted to a **regular** position not covered by the Agreement shall retain and continue to accumulate seniority for a period of six (6) months from the date of appointment. Such employee will not be eligible for consideration for vacant positions in the bargaining unit while the employee continues in such official or other position. The employee's name will be removed from the seniority list after expiry of the six (6) month period. In situations where an employee is filling a Maternity Leave vacancy, the employee shall retain and accumulate his/her seniority for a period of twelve (12) months (1 year) as a result of federal legislation extending Maternity Leave to twelve (12) months (1 year).
- 8.6 The probation period will be six (6) months or equivalent for all employees, except for temporary or part-time employees, for whom probation will be nine hundred and eighty (980) hours. When an employee is provided classroom training, the probationary period will be extended by the length of training. The employee's progress will be monitored and where performance is not

satisfactory the employee will be provided feedback. In cases where performance is not satisfactory and the Company determines there is a possibility of the employee meeting the required standard, the employee shall be provided with an opportunity to meet the standard. When performance or suitability is not satisfactory, the employee will not be retained in the service of the Company and will be provided with reasons for the decision.

- 8.7 Part-time and temporary employees shall be able to retain their seniority for twelve (12) months, for any seniority acquired in 1999 or later, if rehired within twelve (12) months of their last date of service. If there has been any break in service that exceeds twelve (12) months then any prior seniority will not accrue. The shall not create any entitlement to being rehired once terminated, nor will it affect service entitlements and the employee shall be required to serve a probationary period each time they are rehired.

ARTICLE 9 – INTERNAL SELECTION PROCESS & TRAINING

- 9.1 **Regular Technical** employees with **eighteen (18)** months or more service, from last date of entry into service, **may bid on posted bargaining unit positions. All other regular employees with twelve (12) months or more of continuous service in non-technical roles may bid on posted bargaining unit positions.** Part-time employees, must have one thousand nine hundred sixty (1,960) accumulated hours of work, except for those employees bidding on the same job profile (e.g. part-time to full-time position) or those employees who have written approval from the current supervisor at the time of the bid, may bid on bargaining unit positions posted accordingly:
- a) **Regular** vacancies may be bid upon by any qualifying employee throughout the Company's operating area and will be posted for a period of seven (7) working days (defined as Monday through Friday, excluding general holidays).
 - b) Where required, temporary vacancies may be bid upon by any qualifying employee in the community in which the vacancy is located and will be posted for a period of three (3) working days (defined as Monday through Friday, excluding general holidays).
- 9.2 Such postings will be numbered consecutively beginning at the first of the year. Information on the posting shall include: position, office and location, brief job profile, bona fide qualifications, any pertaining requirements such as tests, salary range and **shift**. Copies of postings are to be sent to the Business Manager. Employees who are on vacation when vacancies are posted shall be able to remain apprised of any vacancies by contacting the Union Office in Whitehorse, but must submit their application within the required timelines to the Company.
- 9.3 Applications for posted positions must include a letter outlining how the candidate is qualified along with a resume and supporting documentation in cases where certification or educational credentials are required.
- 9.4 Selection of the successful candidate will be made by a joint Union and Management Selection Committee comprised of the Hiring Manager, a Human Resources Representative and two (2) Union Representatives. **If a candidate is on an action plan, the Committee will consider their performance in determining selection.**
- 9.5 Where the parties do not reach mutual agreement on a selection, the Company shall make the final decision. Such decision shall be subject to the grievance procedure and may be submitted at Step [2](#) of Article [20](#).
- 9.6 The following process will apply in respect of the selection of internal candidates:

- a) The Selection Committee will base their selection on the qualifications to perform the work based on the Job Posting qualifications and duties and responsibilities. The senior applicant who can demonstrate they have the skills and requisite education, or having performed substantially similar work or obtaining a passing mark on a qualification exam will be deemed as qualified. Where the Job Posting indicates that a qualification exam is the minimum requirement the candidate must obtain a passing mark on the exam to be deemed as having the technical qualifications and knowledge. Selections, which are not agreed upon by the Committee members, may be submitted at Step 2 of Article 20 and to eventual final settlement by arbitration.
 - b) Employees will not be considered for lateral transfer into temporary positions, the duration of which is two hundred and sixty (260) working days duration or less unless the transfer would provide a training and development opportunity (i.e. the temporary position would require at least one (1) week of familiarization in order to substantially perform the duties of the position).
 - c) An employee filling a temporary vacancy or a temporary position shall return to their regular position at the termination of such temporary employment.
 - d) Vacancies in the Technical **and Sales** Divisions, known to be less than two hundred and sixty (260) working days duration, may be filled by a new employee if such employee is sufficiently trained to perform the work.
 - e) Vacancies in the Clerical Division or Retail Division, known to be of less than two hundred and sixty (260) working days duration may be filled by the senior qualified employee in the office who is willing to accept the appointment, when in the opinion of the Manager, staffing levels and demands of service permit such an appointment. In the event no employee is qualified or they cannot be released, the vacancy may be filled by a new employee.
 - f) **At the time of an award, the Company will determine if the demands of service are such that the candidate chosen is temporarily unable to be transferred.** Should the Company be unable to release an employee with twenty **working** (20) days from the date of the award of the bulletin to which the employee was appointed such employee will be paid at the higher rate of pay if appointed to a higher paying position, from the expiration of the twenty (20) day **working** period. Where an employee is being relocated the employee will not be held beyond the twenty (20) day period except in extraordinary circumstances (e.g. when the employee's position is being backfilled), and after consultation with the Business Manager. The employee will be reimbursed for any extra living expenses incurred after the twenty (20) day period for legitimate receiptable relocation expenses for which prior approval has been received.
- 9.7 Appointments of Senior, Foremen, Team Lead, Instructor / Trainer, Super User and temporary Outside Plant Foreman for a specific project will be made from the group of affected employees. The Company will consider the employee's job knowledge, attendance, punctuality, interpersonal skills and leadership qualities. The senior of those qualified will be appointed. When performance is not satisfactory, an action plan will be initiated. Should the employee be unable to improve performance to a satisfactory standard, they will not be retained in the appointed position listed above.
- 9.8 An employee appointed to a position will be given (by the Hiring Manager) or request a Realistic Job Preview (which may be with the Union Representative, upon the employee's request) before confirming they will fill the position.

- 9.9 The employee shall be given a **minimum eighteen (18) week period** in which to demonstrate their qualifications, and failing to do so in the opinion of his/her Manager will be returned to their former regular position. If their former regular position is not available, the Company, the Business Manager and the employee shall explore all options for job placement.
- 9.10 **Technical** employees who are hired or transfer to a new position will not be eligible to submit a bid on another vacancy for a period of **eighteen (18) months**, commencing with the job award date, unless mutually agreeable to the employee and his/her Supervisor indicates approval to do so in writing at the time of the bid.

Job Profiles (Descriptions)

- 9.11 The purpose of Job Profiles is to, in general terms, describe the duties of specific jobs for the purpose of job posting and to enable employees to identify particulars of positions in preparing their applications for posted positions. The job profiles will include the bona fide qualifications for the position. Changes to these descriptions will generally be made when the job becomes vacant and before the vacancy is posted. Should it become necessary to change the duties of an incumbent, the Business Manager will be apprised of the situation prior to any changes being made. It is beneficial for both the Company and the employee to develop their skills by taking on new responsibilities, however employees will not be asked to perform functions for which they are not provided support or training.

Underfill Positions

- 9.12 Failing to identify a qualified candidate for a **regular** position under Article 9.6, the Company may elect to choose one of the following alternatives:
- a) Hire a new employee who meets all the **requirements of the job as identified** in the job posting;
 - b) Offer the position to the under-qualified internal candidate deemed most qualified by the Selection Committee, based on evaluation of all the qualifications required in the job posting; or
 - c) Hire an under-qualified new employee who is more qualified than the under-qualified internal applicants, based on evaluation of all the qualifications required in the job posting.
- 9.13 The Company will provide development of the successful applicant to allow them to achieve the necessary skills to perform the work position. Once the employee can perform substantially all of the work in the position they shall be deemed as qualified for similar positions and will be advised in writing.
- 9.14 Should his/her Manager deem the employee not to be progressing satisfactorily in their development, they will be removed from the position. The Company, the Business Manager and the employee shall explore all the options.

Training

- 9.15 Subject to the provisions of this Article, selection of candidates for training will be based on the greatest need as determined by the Manager and then on the basis of seniority provided the employee has the skills and ability sufficient to complete the training.
- 9.16 The training path for the employee will be developed by the employee and Manager with the assistance of the Training Department.

- 9.17 During the review process, when new job profiles are created or amended, copies of the draft job profiles will also be sent to members of the Committee so that they may provide input into qualifications and training requirements. The final determination of the contents of the job profile will ultimately be determined by the Company.
- 9.18 Normal salary progression will apply while an employee is being trained.
- 9.19 An employee, other than a Technical employee, who is accepted for training in the Technical classification will maintain their current salary and will continue their normal salary progression and upon appointment to a Technical position will receive a step rate which is not less than one (1) step rate higher than that which they are presently receiving except in no case will the step level be higher than Step H of the Technical Scale.
- 9.20 Employees who are selected for training will, if required to travel from their headquarters to the training locations, suffer no loss of wages while in transit and provisions of Article [23](#) will apply.

ARTICLE 10 – LEAVES OF ABSENCE

General Leave

- 10.1 In accordance with Company rules and regulations an employee may be granted up to three (3) months leave of absence without pay in any twelve (12) month period. The employee will apply for leave of absence using the Company prescribed form. If such leave is granted, the employee will be required to report back for duty on the expiry date of such approval. However, in the event of sickness or other bona fide reasons, additional or extended leave of absence in accordance with Company rules and regulations may be granted, but in each case the employee shall obtain approval using the prescribed form prior to the expiry date of the authorized leave. In the case of Compassionate Leave (death or serious illness of a close relative), the normal requirement for employees to use vacation credits available first will not apply unless the employee has in excess of one (1) year's vacation entitlement credits, in which case he/she must use those excess credits first before being granted unpaid leave of absence.
- 10.2 Such leave shall not be unreasonably withheld.
- 10.3 Employees returning from authorized absences while on General Leave, Bereavement Leave, Jury Duty or Court Witness Leave shall return to their former position.

Bereavement Leave

- 10.4 A regular full-time or assigned part-time employee may be allowed time off with pay for any necessary period of absence not exceeding **five (5) working days**, occasioned by the death of **the following family members: spouse (which includes same-sex partner), common-law spouse, child, stepchild, son-in-law, daughter-in-law, grandchild, parent, spouse's parents, common-law spouse's parents, brother, brother-in-law, sister, sister-in-law and any member of the household considered to be part of the immediate family**. The period of absence, **occasioned by the death of the following family members** shall not exceed three (3) **working days: aunt, uncle, grandparents and grandparents of the employee's spouse or common-law spouse**. Cases not covered by this Article may be reviewed by the **Director**, Human Resources.
- 10.5 When a **family member** is diagnosed as having a terminal illness, an employee may take some or all of the Bereavement Leave to visit the relative. In any event, the total of pre-Bereavement and Bereavement Leave will not exceed five (5) working days, except in cases where the

individual is working a six (6) days on and two (2) days off shift (6/2) or seven (7) days on and two (2) days off shift (7/2). In these cases (i.e. 6/2 and 7/2) the combined time off for pre-Bereavement and Bereavement Leave shall not exceed one (1) week.

- 10.6 For part-time employees, when notification of death of a close relative is received after the employee has accepted a block, such part-time employee will be entitled to Bereavement Leave under this Article.

Jury Duty or Court Witness Leave

- 10.7 Community Service Technicians do not qualify for Jury Duty or Court Witness Leave benefits.
- 10.8 An employee, who is summoned for jury duty or by subpoena, to attend as a witness, shall be paid for time lost with a maximum of one (1) basic day's pay for each day lost, less any amount paid by the courts in either case.
- 10.9 An employee acting as a voluntary witness shall not be paid for such absence.
- 10.10 The number of working days for which jury duty pay shall be paid is limited to a maximum of ninety (90) days in any calendar year.
- 10.11 In the event an employee is called for jury duty during time allotted for vacation, subject to the demands of service, they shall be allowed to reschedule their vacation days.
- 10.12 An employee who is selected to sit on a jury, and whose regular hours of work are other than a day shift, will not be required to work on days when the employee is required to perform duties as a juror, with no loss of pay. Payment will be in accordance with Articles 10.8 and 10.10.

Education Leave

- 10.13 All employee requests for Education Leave without pay will be considered by the Company if there is a possibility of employment with the Company related to the course/studies and upon successful completion of the studies.
- 10.14 During the term of the leave the employee may be offered employment (e.g. during the summer) if the Company has opportunities which it would like to offer the employee.
- 10.15 During such employment outlined in Article 10.14 the employee would not have any seniority entitlements which they could exercise (e.g. bidding on positions or shifts).
- 10.16 Upon completion of studies the employee/student would not have a guarantee of employment however the employee would be able to bid on a position as an external applicant.
- 10.17 If the employee is re-employed **in a regular position** following leave as outlined in Article 10.13 the employee would port his/her previous service, seniority and entitlements prior to the leave and during any employment while on leave.
- 10.18 The maximum Education Leave to be considered by the Company would be up to a period of twenty-four (24) months.
- 10.19 Notwithstanding these terms applying to Education Leave, any universal Education Leave policy developed by the Company shall be applicable to all bargaining unit employees.

Maternity Leave

- 10.20 The provisions of the Canada Labour Code in respect to Labour Standards pertaining to Maternity Leave, Parental Leave and parental obligations shall apply to all employees.

10.21 An employee who has complete six (6) consecutive months of continuous employment with the Company shall be granted a Maternity Leave without pay of up to seventeen (17) weeks, which leave may begin not earlier than eleven (11) weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks from the date of commencement of the Leave of Absence.

Parental Leave

10.22 The provisions of the Canada Labour Code in respect to Labour Standards pertaining to Maternity Leave, Parental Leave and parental obligations shall apply to employees.

10.23 An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a Parental Leave without pay as follows:

- a) Where an employee has or will have the actual care and custody of a newborn child, the employee shall be granted a leave of up to thirty-seven (37) weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care; and
- b) Where an employee is adopting a child, the employee shall be granted a leave of up to thirty-seven (37) week in the fifty-two week period beginning on the day on which the child comes into the employee's care.

10.24 For an employee eligible to leave as provided under Article 10.23(b), a supplementary Adoption Leave without pay of up to seventeen (17) weeks is available and shall be granted upon request. This Leave may begin not earlier than eleven (11) weeks prior to the estimated date on which the child is to come into the employee's care and end within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

10.25 The Employee shall complete and submit to the Company a written application, with documentation as required by the Company, for leave without pay under this Article at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave. Where circumstances preclude submission of the application four (4) weeks before commencement of the leave, the Leave will not be unreasonably denied.

10.26 An employee who applies for a leave without pay under this Article but whose application is not in every respect in accordance with the conditions provided in Sections 10.20, 10.22, 10.24 and 10.25, as applicable, may, at the discretion of the Company, be granted a Leave of Absence but such leave will not carry a guarantee of re-engagement.

10.27 An employee who wishes to resume employment on expiration of a leave granted pursuant to Articles 10.20, 10.22 or 10.24 shall be reinstated in the position occupied by the employee at the time such leave commenced. In the event such position is no longer available, the employee will be placed into a comparable position, with not less than the same wages and benefits. However, to be entitled to the position with the Company, an employee must present himself/herself to the Company on the first working day following the expiry of the leave.

10.28 Provided an employee reports to work and resumes employment as provided under Article 10.27, the employee will be credited with seniority for the period of the leave(s).

ARTICLE 11 – SICK LEAVE

Part-time employees and Community Service Technicians do not qualify for benefits under this Article 11.

Part 1 – Pay Provisions for Sickness or Accident Disability Absence

- 11.1 The provisions of this Article apply only to an employee who is deemed qualified for Sick Leave, Short-term Disability or Workers Compensation benefits, and whose disability prevents them from working their regularly scheduled **shift**.
- 11.2 Every employee who shall be absent from **shift** on account of sickness or accidental injury must at once notify their immediate supervisor and the employee shall not be entitled to benefits for time previous to such notice, unless delay shall be shown to have been unavoidable.
- 11.3 For the purpose of this Part 1 of the Article 11, the term:
 - a) “Accidental injury” refers to injury sustained by an employee during off-duty hours; and
 - b) “Full pay” shall be exclusive of differentials, premiums and overtime. Full pay shall consist of duly authorized short-term disability benefits to the employee’s rate of pay at the time the disability begin.

Sick Leave

- 11.4 The number of sick days for full-time employees due to absences for reason of sickness or accidental injury payable at full pay is governed by length of service as follows:

<i>Length of Service</i>	<i>Number of Sick Days</i>
a) More than three (3) months but less than two (2) years	Maximum five (5) working days
b) More than two (2) years but less than five (5) years	Maximum seven (7) working days
c) More than five (5) years	Maximum ten (10) working days

- 11.5 Employees are required to report their absence due to illness prior to the commencement of their scheduled shift. Absences less than eight (8) calendar days in length will be handled through ongoing communication between the employee and their Supervisor/Manager.
- 11.6 Employees who meet the service requirements to qualify under this Article may use their sick days to care for sick dependent children, **or a spouse living in the same dwelling**, in increments not to exceed **four (4)** days. In any event, the total sick days used cannot exceed the maximum allowable under Article 11.4.
- 11.7 Such employees will be permitted increments of one (1) hour duration up to a maximum of two (2) hours with pay for medical and dental appointments which cannot be arranged outside of working hours. These absences will be deducted from the eligible sick days in one (1) hour up to a maximum two (2) hour increments. Employees will provide at least forty-eight (48) hours notice to their Manager concerning these appointments whenever possible.
- 11.8 Note, for the purpose of this Section, sick day entitlement will be granted at the beginning of each year. Sick days must be utilized within the calendar year and do not carry over to the following year. The service calculation will be based on the employee’s anniversary date in the calendar year in question.
- 11.9 Employees are eligible to utilize V.O. time for absences related to illness without prior approval in cases where they do not have sick days available.

Short term disability

- 11.10 Employees are required to complete the employee short-term disability form and the employee's physician must complete the appropriate physician form on the eighth calendar day of their absence where due to sickness and submit to Human Resources Disability Management.

Limits of disability pay

- 11.11 An employee with three (3) months of compensated service but less than two (2) years will be entitled to full short-term disability pay for a period not exceeding ten (10) working days.
- 11.12 An employee with two (2) years but less than five (5) years of service will be entitled to full short-term disability pay for a period not exceeding twenty-five (25) working days.
- 11.13 An employee with five (5) or more years' service will be entitled to full pay of weekly indemnity payments for a period not exceeding seventy-five (75) working days.
- 11.14 Disability extending beyond these limits will be governed by the rules of the benefit plan.
- 11.15 In order to receive benefits under this Article, employees must follow the appropriate process for reporting sick time and submit required properly completed forms to the Company as per Article 11.5.
- 11.16 Successive periods of disability (except for occupational accident) shall be counted together as one (1) period in computing the period during which the employees shall be entitled to benefits, except that any disability occurring after an employee has been continuously engaged in the active performance of duty for two (2) weeks in the case of absence due to an unrelated disability or three (3) months in the case of the same or a related disability shall be considered as a new disability and not part of any previous disability.

Part 2 – Pay Provision for Occupational Accident Disability Absence

- 11.17 These provisions apply to occupational disability cases that are accepted for payment by the Workers' Compensation Board. In the event that benefits are extended by the Company and the claim is subsequently rejected by the Board, the employee will reimburse the Company for any amount received in excess of the employee's non-occupational disability entitlement during the period of absence.
- 11.18 The Company will pay an employee their normal daily rate to the end of the employee's regular shift on the day the injury occurred.
- 11.19 Coincident with the entitlement to benefits from the Workers' Compensation Board of an employee with three (3) months compensated service, the Company will undertake to pay an employee disabled as a result of a temporary occupational injury at the total rate (including the employee's benefit entitlement under the Workers' Compensation Act) of 85% of the employee's straight time daily rate in effect on the day the disability commenced, to the maximum days as follows:
- a) An employee with three (3) months compensated service but less than two (2) years – ten (10) working days;
 - b) An employee with two (2) years service but less than five (5) years – twenty-five (25) working days; and
 - c) An employee with five (5) or more years – seventy-five (75) working days.

- 11.20 Upon acceptance of a claim by the Board for temporary disability, all payments by the Board will be remitted to the Company.
- 11.21 An employee who is injured on **shift** must report the accident to their Supervisor immediately **and** submit an **Incident Report Form** to their **Supervisor**. An employee who fails to comply promptly with these conditions will not be paid as outlined in Article 11.15.
- 11.22 Company-paid benefits under [Part 2](#) hereof shall cease forthwith upon a decision by the Workers' Compensation Board either to disallow the claim or to award a permanent disability pension.

ARTICLE 12 – TIME OFF FOR UNION BUSINESS

- 12.1 An employee elected as Business Manager of the local Union representing employees covered by this Agreement may request leave of absence as provided by the options following:
- a) Upon written application to the President **of the Company**, such employee shall be granted leave for the term of office. The employee's position shall be filled on a temporary basis for such term of office
 - i) Such Business Manager granted leave without pay will be responsible for maintaining pension contributions, as well as all other benefits, in keeping with the rules and the regulations that are applicable to these benefits; or
 - b) The Business Manager shall be granted temporary leave without pay for the purpose of attending to Union business. Where it is possible, notice of such leave shall be provided not less than forty-eight (48) hours in advance of such leave to allow the Company sufficient time to provide relief if necessary. Such leave will be a specific period of time whenever possible. When not possible to provide a specific period, a twenty-four (24) hour advance notice of return shall be given.
 - i) Such employee granted leave without pay will be responsible for maintaining pension contributions, as well as other benefits in keeping with the rules and the regulations that are applicable to these benefits.
- 12.2 The Business Manager, returning from a leave under Article 12.1(a) shall advise the Company at least two (2) weeks in advance of the date of return of service and shall resume their former position if it exists. In the event the former position no longer exists, the employee shall make a choice in keeping with Article [15](#).
- 12.3 Upon reasonable notice leave of absence without pay, for not more than five (5) employees unless mutually agreed, shall be granted for the purpose of attending Union functions such as conventions, schools and seminars or attending to other Union business at the request of the Business Manager. Such agreement will not be unreasonably withheld.
- 12.4 When Union members are on approved leave for official Union business, the Company will continue them on payroll for the period, and subsequently bill the Union for the wages, Northern Living Differential, and Company portion of statutory deductions such CPP, Employment Insurance, WCB, pension, and health and welfare premiums.
- 12.5 Local Union Shop Stewards may investigate and settle grievances, and attend Labour/Management meetings when required, at their headquarters during working hours for a reasonable length of time during the day. Notification must be given to their immediate Supervisor and approval shall be subject to service requirements and confirmation from the other Supervisor concerned that the employee(s) involved is available. Such time granted shall be without loss of pay.

- 12.6 Leave for the purpose of collective bargaining for the Union bargaining team will be requested in writing with a minimum of six (6) weeks' notice.
- 12.7 The Company agrees to continue regular payment of wages for the Union bargaining committee members, who are employees of the Company, during periods of collective bargaining, up to one hundred twenty-five (125) person days prior to the expiration date of the current collective agreement. For days subsequent to the expiry date or for days in excess of one hundred twenty-five (125) person days there will be a charge back to the Union on a regular basis. The charge back will include only daily wages and Northern Living Differential.

ARTICLE 13 – GENERAL HOLIDAYS

- 13.1 An employee who qualifies in accordance with Article 13.4 shall be granted a holiday with pay on each of the following general holidays:
- a) New Year's Day;
 - b) Good Friday;
 - c) Easter Monday;
 - d) Victoria Day;
 - e) Canada Day;
 - f) Discovery Day (Yukon) or August Civic Holiday (remaining operating area);
 - g) Labour Day;
 - h) Thanksgiving Day;
 - i) Remembrance Day;
 - j) Christmas Day; and
 - k) Boxing Day.
- 13.2 Any other day proclaimed by the Government of Canada as a national holiday, other than the designated paid holidays mentioned in Article 13.1, shall be added to the above list as a designated paid holiday.
- 13.3 All employees will receive an additional "Floating Holiday" to be taken with two (2) weeks prior notice at a mutually agreeable time, based on operational requirements. This floating holiday must be taken within the year. **If the employee is unable to schedule a mutually agreeable day within the calendar year, due to operational requirements, the float day will be converted and added to the employee's vacation time for the following year and the Company will ensure availability for this day off, on or before April 30th.**
- 13.4 To qualify for pay for any of the general holidays specified, an employee:
- a) Must be available for **shift** on such holiday if it occurs on one (1) of their workdays excluding vacation days, except that this does not apply in respect of an employee who produces a medical certificate to verify the reason for absence, or is in on Company approved leave of absence, or is required to work on the holiday; and
 - b) Must be entitled to wages for at least twelve (12) shifts during the thirty (30) calendar days immediately preceding the holidays.

- 13.5 The employee who qualifies for pay for a general holiday according to 13.4(a) and who does not qualify under 13.4(b) by reason of absence due to bona fide illness or injury, jury duty or called to court as a witness, will qualify for pay for any of the general holidays specified, provided the employee works one (1) day in the five (5) working days immediately preceding the holiday.
- 13.6 An employee who is required to work on a general holiday shall be given an advance notice of four (4) calendar days, except for unforeseen exigencies of the service, in which case they will be notified not later than the completion of their shift immediately preceding the holiday.
- 13.7 A qualified employee who vacation period coincides with any of the general holidays specified in Article 13.1 shall receive an extra day's vacation with the pay to which the employee is entitled for that general holiday.
- 13.8 When a general holiday falls on an employee's rest day, such holiday shall be moved to the normal working day immediately following the employee's rest day.
- 13.9 When a general holiday falls on a Saturday or Sunday, the day observed by the Federal Government, in respect of its employees as the holiday, shall be recognized.
- 13.10 An employee who does not qualify under Article 13.4 with respect to pay for a general holiday and who is required by the Company to work on that day shall be paid in accordance with the provisions of hours of work and overtime rules in this Agreement.
- 13.11 An employee, qualified under Article [13.4](#), who is not required to work on a general holiday, shall be paid a day's pay at the straight time rate of their regular assignment.
- 13.12 Part-time employees, who have at least thirty (30) days of Company service, shall receive payment for general holidays on a pro-rata basis calculated on the number of hours worked at straight time in the twenty (20) working days immediately preceding the holiday. If the pro-rata holiday entitlement equals at least three-quarters (3/4) of a day, one (1) full days' pay shall be given.
- 13.13 An employee qualified under Article [13.4](#) and who is required to work on a general holiday shall be paid, in addition to the pay provided in Articles 13.10 or 13.11, at the prevailing overtime for the actual hours worked by the employee on that holiday with a minimum of three (3) hours for which three (3) hours service may be required, but an employee called for a specific purpose shall not be required to perform routine work to make up such minimum time. When an employee works more than one (1) shift on a general holiday, the provisions of Articles 13.10 or 13.11 shall apply to the first shift only.
- 13.14 Shifts commencing between 12:00 midnight on the eve of the general holiday and 11:59 p.m. on the night of the general holiday, both times inclusive, shall be considered as work on that holiday.

ARTICLE 14 – VACATIONS

- 14.1 Employees will be entitled to vacation with pay according to the following schedule on the basis of years of continuous compensated service:

<i>Length of Continuous Compensated Service</i>	<i>Number of Vacation Days</i>
a) More than one (1) year but less than five (5) years	Fifteen (15) working days (one (1) day for each 16 2/3 days compensated service)
b) More than five (5) years but less than fifteen (15) years	Twenty (20) working days (one (1) day for each 12 ½ days compensated service)

c)	More than fifteen (15) years but less than twenty-three (23) years	Twenty-five (25) working days (one (1) day for each ten (10) days compensated service)
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d)	More than twenty-three (23) years	Thirty (30) working days (one (1) day for each 8 1/3 days compensated service)
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- 14.2 Employees who are scheduled for a vacation increase based on their years of service will receive the increased amount in January of the advancement year.
- 14.3 An employee will be permitted to split vacation into two (2) parts but only one (1) part of the split will be given preference in seniority order. The second part of the split will be considered only after all other employees in the office have had the opportunity to have their first choices considered.
- 14.4 In the application of Article 14.1(d), the Company will have the option of:
- a) Scheduling an employee for five (5) weeks' vacation with the employee being paid for the sixth (6th) week at pro-rata rate; or
 - b) Splitting the vacation on the basis of five (5) weeks and one (1) week.
- 14.5 Vacation entitlements will be advanced on January 1st of each year; the vacation year will run from January 1st to December 31st. New employees will receive a pro-rated amount for the calendar year based on their start date.
- 14.6 Temporary full-time and part-time employees with a length of employment that is less than one (1) year will accrue vacation at a rate of four percent (4%) of gross pay.
- 14.7 Vacations for all qualified part-time employees shall be paid to the employee on the pay period which contains the anniversary date of employment. The vacation pay shall be based on four percent (4%) of gross pay for the previous year's employment, except where an employee has completed one thousand nine hundred sixty (1960) hours of employment when the percentage will increase to six percent (6%). Part-time or temporary employees who have completed at least one (1) year of service will be entitled to request unpaid vacation time up to three (3) weeks per year.
- 14.8 Time off duty on account of bona fide illness, bereavement leave, injury, to attend committee meetings, call to court as a witness, uncompensated jury duty, and maternity leave where the employee returns to duty for a period of not less than four (4) months, not exceeding a total of one hundred (100) days in the previous anniversary year, shall be included in the computation of service for vacation purposes.
- 14.9 An employee who, while on annual vacation, becomes hospitalized, ill or injured and has his or her physician complete a Short-term Disability form and where the claim is accepted by Disability Management; or is called to jury duty or is called as a witness, shall have the right to terminate (temporarily) their vacation by immediately advising their Supervisor. Such disabled employee, who provides appropriate documentation substantiating the disability, shall be placed on paid sick leave from the time of such notification in accordance with Article [11](#). An employee who is again fit for duty shall immediately inform their Supervisor and continue their vacation if within their scheduled dates. If the remaining vacation falls outside, the employee's schedule dates, such vacation will be rescheduled as may be mutually agreed between the proper office of the Company and the authorized local Union Representative.

- 14.10 An employee who is unable to take or complete their annual vacation in that year, due to hospitalization, illness, injury, jury duty or witness provisions stated in Article 14.8 shall have the right to have such vacation carried to the following year.
- 14.11 An employee who is entitled to vacation shall take same at the time scheduled. If, however, it becomes necessary for the Company to reschedule an employee's scheduled vacation dates, they shall be given at least fifteen (15) working days' advance notice of such rescheduling and will be paid at the prevailing overtime rate for all work performed during the scheduled vacation period. The rescheduled vacation with pay to which they are entitled will be granted at a mutually agreed upon later date. This Article 14.11 does not apply where rescheduling is a result of an employee exercising their seniority to a position covered by another vacation schedule.
- 14.12 Vacation days shall be exclusive of the assigned rest days and the general holidays specified in Article [13](#).
- 14.13 An employee will be compensated for vacation at the rate of the position which the employee would have been filling during such vacation period.
- 14.14 Departing employees who have not taken their annual entitlement of vacation days (pro-rated from January 1st to their departure date) will be paid out for those days not taken. If a departing employee has taken vacation in excess of his or her annual entitlement (pro-rated from January 1st to the date of departure), the Company will recover the excess value from the employee. Employees shall not be permitted to extend their termination date by using vacation credits. Retiring employees shall be allowed to use vacation entitlements between their last day of work and their retirement date, pro-rated to their date of departure.
- 14.15 An employee who is laid off shall be paid for any vacation due for compensated service for that year and not previously taken. If the employee subsequently is recalled to service during such year they shall, upon completion of the year of service since their last anniversary, be allowed vacation with pay up to the maximum number of days which would have been allowed, less those days for which they have already received compensation.
- 14.16
- a) An employee shall be entitled to apply for their annual vacation entitlement plus any other vacation entitlement which they may have carried forward on **November 1st, beginning in November 2017.**
 - b) **The Company will furnish a copy of the standardized vacation application form to the Union each year prior to October 15th.**
- 14.17 Applications for vacation filed by **November 1st**, based on the advanced entitlements outlined in Article 14.1, shall, insofar as it is practicable to do so, be given preference in order of the greatest seniority, up to a maximum of their annual entitlement, of applicants and will be given preference over later applicants. A vacation list shall be posted, not later than **November 21st** of each year, showing dates allotted and unless otherwise mutually agreed, employees must take their vacations at the time allotted except where the employee has been appointed to a vacancy, changed classification and/or locations, in which event their vacation dates for that year may, of necessity be changed to dates available in the new circumstances. The Company will, as far as practicable, relieve the applicants between and including the months of April and October when desired. Such dates will be assigned in order of seniority.

- 14.18 Unless otherwise mutually agreed, employees who do not apply for vacation prior to **November 1st** shall be required to take their annual vacation entitlement at a time to be prescribed by the Company, between **January 1st** and **December 31st** of the following year.
- 14.19 Accrued entitlements in excess of the annual advanced entitlement will be permitted up to a maximum of **fifty percent (50%)** of their annual entitlement. **All approved carryover must be used prior to May 31st of the following year. In situations where scheduling vacation to use accruals is not operationally possible**, excess vacation accruals which exceed this amount will be paid out. In the cases where they are paid out the employee is able to, based on availability, utilize the Company RRSP program for excess amounts.
- 14.20 In cases where employees are entitled to six (6) weeks annual vacation accrual, they will be permitted to bank one (1) week per calendar year which they will be permitted to use just prior to their retirement date along with any other accrued vacation.
- 14.21 An employee returning to duty after completion of vacation shall resume their former position. In the event such position no longer exists they may exercise their rights in accordance with Article [15](#).

ARTICLE 15 – JOB REDUNDANCY AND RE-ASSIGNMENT

- 15.1 Whenever the Company proposes or is affected by a change that may result in job redundancy or job relocation, the joint Union/Management Committee will meet with the affected group to discuss the issue. This committee will explore the opportunities, which are available in order to minimize hardship on the affected employees. Failing resolution through joint consultation, Article 15.2 will apply.
- 15.2 In the event of job redundancy, employees working in the affected classification and headquarters location will be notified and they will be reassigned within the classification at the headquarters in order of seniority. If after reassignment within the classification there are more employees than positions, the employees within the affected classification, in order of seniority, will have the following options provided they have the training or are considered capable of completing the necessary training. Such training may be up to eighteen (18) weeks.
- a) Must take a vacancy in the classification at the headquarters;
 - b) If option a) is not available then the affected employee must displace the most junior employee in the classification in the headquarters;
 - c) If options a) or b) are not available the affected employee may displace the most junior employee in this classification at another headquarters; or
 - d) If option a) or b) is not available the affected employee may displace the most junior employee in another classification at the headquarters;
 - e) In the event there is no vacancy at the employee's headquarters which the employee is qualified to fill, he/she may elect to take voluntary layoff;
 - f) In the event of a staff reduction an employee who cannot hold a position under the above provisions will be laid off.

NOTE:

In the application of the foregoing, when an employee has exhausted all options at the work location, headquarters shall be deemed to be the following:

- i) For Whitehorse and all Yukon locations, Dease Lake, BC and Inuvik, NWT – Whitehorse;
 - ii) For Fort Nelson and all other BC locations – Fort Nelson;
 - iii) For Hay River, **High Level**, Fort Smith and Fort Simpson – Hay River;
 - iv) For Yellowknife, Cambridge Bay and Norman Wells – Yellowknife; and
 - v) For Iqaluit and all other eastern arctic locations – Iqaluit.
- 15.3 An employee who is laid off must keep the Human Resources office informed of their correct forwarding address for recall purposes and must register their address with the Business Manager.
- 15.4 In the event of a layoff the Company will give the affected employee(s) as much notice as possible, but in any event not less than fifteen (15) days. A copy of such notice will be forwarded to the Business Manager.
- 15.5 An employee on layoff will maintain and continue to accumulate seniority and will be eligible for recall into any classification for which they are qualified.
- 15.6 Employees, who are laid off and awarded a position under Article 9, will be sent a double registered letter to their last known Canadian address.
- 15.7 A laid off employee who is employed elsewhere at the time they are notified to report for duty may be allowed to remain in such employment up to ninety (90) days, providing:
- a) That it is definitely known that the duration of work for which they would be required will not exceed ninety (90) days; and
 - b) That other laid off employee in the same classification are available and will report without delay.
- In any event the employee concerned must give written advice of their intentions to their immediate Supervisor immediately upon receipt of notification to report for duty.
- 15.8 A laid-off employee will be advised of all posted positions for which they are considered to be qualified, or for which they are capable of being trained. If the position is in their headquarters the employee shall apply for the position within seven (7) days of notification to the last known Canadian address or they will forfeit their seniority and any rights under this Agreement. If the position is not in their headquarters the employee will not be required to apply but may do so provided they apply within seven (7) days of notification to their last known Canadian address.
- 15.9 In the event an employee must take a lower rated job in order to remain at their headquarters, or to remain in the employ of the Company, the employee's rate will be protected until the applicable rate of the lower job equals or is higher than the rate the employee is receiving for a maximum period of three (3) years. While red-circled the Company and the employee shall make every effort to provide or access training opportunities as per Article 15.2 to qualify for a vacant position at his/her previous level or classification. While red-circled, if the employee refuses such a job at their headquarters location, for which they are qualified or capable of being trained (as per Article 15.2) their rate of pay will no longer be maintained. Their rate will be reduced to the lower of a rate of two dollars (\$2.00) per hour above the top rate of the job they presently hold or their current rate, until the rate of the new lower job equals, or is higher than the rate the employee is receiving.

- 15.10 An employee hired to fill a temporary vacancy or a temporary position, and who fails to secure a **regular** position, will be released from service at the termination of such vacancy or position and will not be afforded the provisions of this Article except as provided in Article 15.12.
- 15.11 An employee affected by staff reduction who is unable to remain at their headquarters or who relocates to remain in their classification shall be entitled to the full privileges under Article [24](#).
- 15.12 An employee hired for a temporary position will be allowed to displace the junior employee in the same classification at the same headquarters hired for a temporary position, but in no case will they be allowed to displace an employee filling a **regular** position.
- 15.13 When the headquarters of a position is moved, the incumbent will have the option of moving with the position or declining. In the latter event, the original position will be abolished and the new position will be filled in accordance with Article [9](#). The employees at the original location will be reassigned as per this Article [15](#). The Business Manager will be advised of any changes in headquarters location.
- 15.14 When an employee has been relocated to maintain employment, the qualifying period in Article [24](#) will be reduced by half for subsequent relocations under Article [9](#).

ARTICLE 16 – DIFFERENTIALS & SPECIAL PAYMENTS

Shift Differential

- 16.1 Shift Differential will apply to all regular **shift** employees. When the major portion (more than 50%) of a **shift** falls between the hours of 5:00 p.m. and midnight, an employee will be paid a **shift** differential of seventy-two cents (\$0.72) per hour for each hour or portion thereof that they are required to work between the hours of 5:00 p.m. and midnight. When a major portion of a **shift** falls between the hours of 12:00 midnight and 8:00 a.m. an employee shall be paid for each hour or portion thereof that is worked on a night **shift** between the hours of 12:00 midnight and 8:00 a.m. a differential of eighty-two cents (\$0.82) per hour. Tour differentials shall not be paid on days off **shift**, holidays, or when employees are paid overtime or on a special premium basis or on any day **shift** starting on or after 6:00 a.m.

Sunday Premium

- 16.2 An employee who is required to work a Sunday **shift** shall receive their basic rate of pay, any differentials applicable, and in addition, they shall receive a Sunday premium of half (1/2) time.
- 16.3 Sunday premium shall not be paid when an employee works overtime or on a holiday.

Premium Pay Foreman, Senior, Team Lead

Technical – Foreman

- 16.4 An employee assigned to the responsibilities of a Foreman by the Company will be paid a premium of six percent (6%) above their personal salary. Foreman is defined as an employee who is appointed to **lead or guide** four (4) or more employees and performs some of the following functions: organizes/schedules staff; monitors work/activity; point of escalation; subject matter expert/assists on projects or documenting processes; prepares reports; participates in preparation of inspections/scorecards; tracks/assigns equipment/tools; provides training to staff, including classroom training.

Technical – Senior

- 16.5 An employee assigned to the responsibility of Senior by the Company will be paid a premium of three percent (3%) above their personal salary. Senior is defined as an employee who is appointed to **lead or guide** two (2) or more employees and performs some of the following functions: organizes/schedules staff; monitors work/activity; point of escalation; subject matter expert/assists on projects or documenting processes; prepares reports; participates in preparation of inspections/scorecards; tracks/assigns equipment/tools; provides training to staff, including classroom training.
- 16.6 Effective January 1, 1999 employees who directly supervise employees and are receiving the aforementioned rates but who supervise less than the required minimum shall be grandfathered until the incumbent leaves the position.

Non-Technical – Team Lead

- 16.7 An employee assigned to the responsibility of Team Lead by the Company will be paid a premium of six percent (6%) above their personal salary. Team Lead is defined as an employee who is appointed to **lead or guide** two (2) or more employees and performs some of the following functions: organizes/schedules staff; monitors work/activity; point of escalation; subject matter expert/assists on projects or documenting processes; prepares reports; participates in preparation of inspections/scorecards; tracks/assigns equipment/tools; provides training to staff, including classroom training.
- 16.8 Effective January 1, 1999 employees who directly supervise employees and are receiving the aforementioned rates but who supervise less than the required minimum shall be grandfathered until the incumbent leaves the position.

Premium Pay for Instructors/Trainers

- 16.9 An employee assigned to duties as a classroom instructor shall be paid, in addition to their basic rate of pay, a premium of five percent (5%) above their personal salary, while so engaged. In the case where an employee is receiving a Senior premium, the total combined premium of Instructor and Senior premium shall not exceed five percent (5%). This premium will not be paid for on-the-job training or courses not authorized. Employees assigned to **Senior, Team Lead or Foreman or any other employee whose regular duties have a training component (e.g. Health & Safety, Training & Development)** will not be eligible for Instructor premium, since classroom training is an expectation of the assignment.
- 16.10 Premiums for Foreman, Senior and Instructor are to be applied to the personal rate except where an employee is red-circled (being paid a rate which is higher than the maximum of the range for the position which they are in), in which case the premium shall be applied to the maximum of the range of the position.

Non Technical On-the-Job Training

- 16.11 A clerk, other than a Senior or Team Lead, assigned to provide on-the-job training will be paid a premium, while so assigned, at three (3%) above their personal salary.

Technical Apprenticeship Mentor

- 16.12 A Technical Apprenticeship Mentor, other than a Senior or Foreman, assigned to provide ongoing support and on-the-job training will be paid a premium, while so engaged, at three percent (3%) above their personal salary.

Super User

- 16.13 A Super User is defined as a system expert in the features, reporting and functionality of a system, who is further responsible to provide training and support to other employees required to use the system.
- 16.14 An employee assigned to duties as a Super User shall be paid, in addition to their basic rate of pay, a premium of three (3%) above their personal salary, while so engaged. Employees assigned to Team Lead, Senior or Foreman will not be eligible for Super User premium, since system knowledge and training is an expectation of the assignment.
- 16.15 An annual review will be conducted each December to determine which employees are needed to provide Super User services in the coming year and therefore eligible for the premium.**

Christmas and New Years Eve Special Payment

- 16.16 For work performed on December 24th and December 31st, the following special payments shall apply:
- a) An employee working after 6:00 p.m. on the evening of either day shall receive their basic rate of pay and in addition shall receive Christmas or New Year's Eve special payments calculated as follows: one times (1X) their basic hourly rate for each hour worked after 6:00 p.m. up to the ending time of their scheduled **shift**; and
 - b) An employee called in to work overtime shall be paid in accordance with Article 18.

ARTICLE 17 – APPLICATION OF WAGE SCALE

- 17.1 Wage increases granted in accordance with progression steps of the wage schedules contained in this Agreement shall be effective at the start of the pay period. When the increase is due on a day falling between the first (1st) to seventh (7th) day inclusive in a pay period, the effective date shall be the first day of the current pay period; increases due the eight (8th) to fourteenth (14th) day shall become effective on the first (1st) day of the next pay period.
- 17.2 When an employee is given an unscheduled step increase after a review of their progress or when a position is **reassessed**, the date of their scheduled increase will remain unchanged. Such increase or adjustments will be by mutual agreement.
- 17.3 Subject to Article 17.4, any wage increase falling due when an employee is on unpaid leave of absence for three (3) months or less, will take effect when the employee resumes duty. The employees' normal date of any scheduled increases will be unchanged.
- 17.4 When an employee is on unpaid leave for more than three (3) months, their subsequent step wage increases only will be set back the length of time corresponding to the duration of the period of absence in excess of three (3) months. It is provided that absence of more than fifteen (15) days in a month shall constitute an absence of a full month for the purpose of this Article; absences of fifteen (15) days or less will not be counted as any portion of a month.
- 17.5 An employee will progress through the semi-annual steps of wage schedules as contained in this Agreement, except where their performance is not satisfactory. The employee will be advised of their progress at least one (1) month prior to the due date and in cases where performance is unsatisfactory, the employee will be given opportunity to improve performance and Article 17.6 will apply.

- 17.6 Upon request the employee will be given the reasons in writing why the step increase has been withheld.
- 17.7 Should the employee, following the appraisal, feel that the increase should not be withheld, they may progress the matter as a grievance.
- 17.8 At the time of the appraisal, and at least annually, the Supervisor and employee will examine the employee's job profile for accuracy.

Part-time employees

- 17.9 Part-time employees shall progress through the step wage increase schedule based on hours worked – nine hundred eighty (980) hours worked shall qualify such employee for progression to the next step wage level to be effective at the start of a pay period as in Article 17.1.
- 17.10 A part-time employee who accepts a full-time position shall be paid at the level they are currently receiving and shall remain at the level until their hours worked at that level equal nine hundred eighty (980). The date that the increase becomes effective (as in Article 17.1) shall be regarded as the date of their scheduled step increase for future semi-annual increments.
- 17.11 Regular employees who have not reached their maximum wage level and who revert to part-time will retain their salary rate until such time as their hours worked at that level equal nine hundred eighty (980) and will receive increments thereafter on the basis of hours worked.

General

- 17.12 An employee notified as in Article 17.5 of a deficiency in performance, who improves their performance to the necessary standard, shall be given the wage increase effective the first day of the pay period following the date on which they qualify.
- 17.13 A new employee having previous experience and/or technical knowledge may be engaged at a rate decided upon by the Company. If subsequent to the date of hire, a step increase is considered to be warranted such increase shall be given by mutual agreement and shall not affect the normal date of scheduled increases.

Transfer and Promotion

- 17.14 An employee promoted to a higher rated position will receive the salary rate in the new position closest to the current rate, representing not less than a step increase on the old wage scale, and will progress after six (6) months at that step level.
- 17.15 An employee who transfers to a position in the same wage scale will receive their current rate and will maintain their current schedule date of step increase.
- 17.16 An employee who requests transfer to a position in a lower wage scale will receive the rate in the scale closest to their current rate but which represents a wage decrease. If an employee's classification is changed to a lower classification, as a result of changes to the duties and qualifications, and they currently exceed the maximum of the new wage rate they will be red-circled.

Payment and adjustments

- 17.17 The Company recognizes every second Thursday as pay day. Pay deposited in the employee's back account will include the basic wages as reported in time documents, along with approved

overtime, differentials and special payments for the period. When a general holiday falls on pay day, the Company will arrange to have the pay deposited on the previous banking day.

- 17.18 Corrective adjustments to errors in calculating an employees' will not extend retroactively beyond two (2) calendar years from the current pay period.
- 17.19 The Company will notify the employee in writing, prior to any adjustments being made, including reasons for the recalculation.
- 17.20 Nothing in this clause is intended to remove the statute rights, entitlements, or responsibilities from the Company, the Union and the employee.

ARTICLE 18 – OVERTIME

- 18.1 Overtime shall be paid at the rate to two (2) times their basic hourly rate for all hours worked in excess for basic scheduled hours of work for a day, and in excess of basic scheduled hours of work for a week.

Callout Overtime

- 18.2 A minimum of three (3) hours pay at two (2) times their basic hourly rate shall be allowed to any employee who is called out for immediate reporting to the job. Any subsequent related or unrelated troubles that occur during this three-hour period will be repaired and considered part of the first callout. However, if the employee has returned to their residence before being notified of the subsequent problem, this will be considered a second callout, except when directly related to the repairs affected during the first callout. This clause does not apply to any employee who is held to work overtime at the end of their regular **shift**.
- 18.3 Employees who are called but do not have to leave their residence will be paid for a job related consultation at the overtime rate for a period of one-half (1/2) hour before midnight and one (1) hour after midnight.
- 18.4
 - a) Overtime will be paid for only when approved by the authorizing Supervisor in charge, **or in case of an emergency**.
 - b) **Overtime** will be distributed **in accordance with the seniority list to the most senior qualified union employees**.
- 18.5 Notwithstanding the provisions of this Article, the swapping of shifts between employees, with the approval of the Supervisor, will not result in unscheduled overtime payments for the employees affected.

Standby Technicians

18.6 Standby provisions for Technicians shall operate as follows:

a) Regular Standby Technicians

- i) Where the Company requires an employee to be available on standby during their off-duty from Monday to Friday inclusively, an employee shall be entitled to an amount of one (1) hour straight time pay for each day on standby.**
- ii) Where the Company requires an employee to be available on standby during their off-duty hours from Saturday to Sunday inclusively, an employee shall be entitled to an amount of two (2) hours straight time pay for each day on standby.**
- iii) Where the Company requires an employee to be available for a weekend standby shift (the weekend is defined as Friday after a Technician's regular shift to the beginning of the Technician's scheduled Monday shift), an employee shall be entitled to an amount of five (5) hours straight time pay for the weekend on standby.**
- iv) Where the Company requires an employee to be available on standby during a recognized general holiday, an employee shall be entitled to an amount of two (2) hours straight time pay for each day on standby.**

Technicians shall receive at least seven (7) calendar days prior notice of being placed on standby. The notice period may be less as mutually agreed to by the Supervisor and the employee.

b) Emergency Standby Provision

For the purpose of standby, "emergency" is defined as "force majeure" including but not limited to floods, forest fires, landslides, ice/snow storms, power outages, and lightning storms that put our network access at risk.

In situations where the Company is not able to provide the seven (7) calendar day notice of standby due to unforeseen emergency situations, the following will apply:

- i) Where the Company requires an employee on standby during their off-duty hours from Monday to Friday inclusively, the employee shall be entitled to an emergency standby payment, an amount of one and one-half (1.5) hours straight time pay for each day on standby.**
- ii) Where the Company requires an employee to be available on standby during their off-duty hours from Saturday to Sunday inclusively, an employee shall be entitled to an emergency standby payment, an amount of three (3) hours straight time pay for each day on standby.**
- iii) Where the Company requires an employee to be available for a weekend standby shift (the weekend is defined as Friday after a Technician's regular shift to the beginning of the Technician's scheduled Monday shift), an employee shall be entitled to an emergency standby payment, an amount of six (6) hours straight time pay for the weekend on standby.**
- iv) Where the Company requires an employee to be available on standby during a recognized general holiday, an employee shall be entitled to an emergency standby payment, an amount of three (3) hours straight time pay for each day on standby.**

- c) **An employee on standby who is required to report for work and who reports for work shall be paid, in addition to standby pay, the greater of:**
 - i) **The applicable overtime rate for the time worked; or**
 - ii) **The minimum of three (3) hours pay at the overtime rate in accordance with this Article.**
- d) **While a Technician is on standby, he/she must be able to respond to the person who initiated the callout within thirty (30) minutes of notification.**
- e) **Standby will be scheduled on a rotational basis and will be paid for only when scheduled and approved by the authorizing Supervisor in charge.**

Vacation Overtime (V.O. Time)

- 18.7 V.O. time permits a regular full-time employee working overtime to elect to be paid for such overtime in accordance with the following:
- a) Such overtime to be paid for at the overtime rate, or
 - b) Such overtime to be paid for at straight time rates for the overtime worked and the employee granted time off, equivalent to, and in lieu of, the remainder of overtime entitlement, or
 - c) The option of receiving all time off.
 - d) Overtime worked on an evening or night shift will be banked at the daily rate provided the full shift is worked.
 - e) An employee may bank and maintain up to ten (10) days rolling accumulated time off. An employee may take up to a maximum of twenty (20) VOT days per calendar year.
 - f) Subject to availability and participation in the Company RRSP program, employees may move any banked VOT into a Company sponsored RRSP.
- 18.8 Election of method of payment shall be made by the employee prior to overtime being reported to the Accounting Department.
- 18.9 All V.O. time compensation either for time off or payment in lieu thereof, shall be based on the employee's V.O. accrued earnings.

Scheduling of V.O. Time Off

- 18.10 Prior approval for V.O. time off shall be requested as early as possible and in any case not less than forty-eight (48) hours before the required time off. This approval will not be unduly withheld and a reply will be given **within five (5) working days of receiving** the request. Approval may be cancelled at short notice for demands of service. Employees are eligible to utilize V.O. time for absences related to illness without prior approval in cases where they do not have sick days available. In the case of Outside Plant Construction crews, no V.O. time will be approved in the construction season except by mutual agreement between the Supervisor and the employee.
- 18.11 **The accumulated time off can be used in increments of two (2) hours or more provided operational needs are not compromised.**
- 18.12 Employees may use V.O. time without prior approval for emergency situations not covered by other provisions within the Agreement. Conflicts in defining emergencies shall be relayed to the Manager, **Labour** Relations and IBEW Business Manager.

- 18.13 The scheduling of annual vacations shall take precedence over V.O. time off.
- 18.14 Assigned part-time **employees** will be permitted to bank any overtime worked while temporarily assigned to a full-time position.

Overtime Meal Allowance

- 18.15 An employee may claim an overtime meal allowance with receipt to a maximum of the current meal per diem rates in accordance with the following:
- a) Employees working overtime within headquarters when the employee works overtime for two (2) hours or more immediately preceding or following their regular **shift**.
 - b) Employees claiming lodging away from headquarters, if the employee is absent overnight and is already receiving a meal expense per Article 23.1, the employee may claim an overtime meal allowance if they have worked four (4) or more hours of overtime following or preceding their regular or overtime **shift**.
 - c) Employees working away from headquarters not incurring lodging and who work at least two (2) hours of overtime may claim the appropriate meal allowance in accordance with Article 23.1.
 - d) An employee may claim an overtime meal allowance after each additional continuous four (4) hours of overtime.
 - e) An employee who is called out on overtime for immediate reporting to the job on their day off or after they have completed their regular **shift** may claim an overtime meal allowance for each additional continuous four (4) hours of overtime worked.
 - f) In special circumstances, the employee's Supervisor may authorize payment of an overtime meal payment not covered by the foregoing or when the amount is exceeded.
- 18.16 Overtime will not be paid during the meal period.

ARTICLE 19 – DISCIPLINE

- 19.1 Employees who have completed the probationary period **will** not be disciplined without just cause. The object of discipline is to provide employees with the opportunity to correct job related shortcomings. Corrective discipline informs employees that their behaviour or performance is unacceptable and is intended to provide the motivation to correct such problems. Discipline may be progressive and it shall be consistent in its application throughout the Company **in accordance with the following three (3) steps**:
- a) Verbal **Warning**, where the employee's Supervisor cautions the employee on behaviour or performance, establishes facts, and suggests solutions. This is for minor infractions.
 - b) Written Warning, where the employee's Supervisor cautions the employee on unsatisfactory behaviour or performance, advises the employee on necessary corrective action and gives the employee a written copy as well as sending a copy to Human Resources to add to their personnel file.
 - c) Formal Review, **as** described in Article 19.3, is used when **a written warning has had no effect and the next step in the corrective action process may result in suspension or termination**.

d) This does not preclude the Company from commencing the discipline process at the steps included in Article 19.1b) or (c) for more serious offences.

19.2 **Where the employer meets with an employee in accordance with Article 19.1b) and (c), the Supervisor will inform the employee of their right to have Union representation during the meeting.**

19.3 A formal review shall be conducted in all cases where the decision rendered from such review could result in the suspension or discharge of the employee. The following shall apply:

- a) An employee must be notified in writing at least eight (8) working hours prior to review in which they are required to make a statement. A copy of the review notification document will also be sent to the Union office as per the timelines outlined above. Included in the notification will be a statement of the matter under review. The review may be delayed up to twenty-four (24) hours at the employee's request in order that the employee of their choice, as provided in Article 19.3 (c) below may attend.
- b) An employee may be held out of service three (3) working days, depending on the severity of the matter for review, pending their attendance at their review. If travel is required to attend the review, the limit may be extended by two (2) additional days.
- c) An employee may have the assistance of Union representation at the review.
- d) On request, the employee will be furnished with a copy of the record of the review proceedings, and with the employee's consent, a copy will also be furnished to the Business Manager.

19.4 Any decision resulting in discipline under Article 19.1 will be rendered and the employee affected notified in writing within thirty (30) calendar days from the date the Company became aware of the incident.

19.5 Any decision to discipline or discharge under Article 19.3 will be rendered and the employee affected notified in writing within twenty (20) days following the date of the formal review. The employee may be held out of service **with** pay pending the decision.

19.6 Demotion will not be used as a discipline against an employee.

19.7 The time limits under Articles 19.4 and 19.5 may be extended by mutual agreement.

19.8 Should the employee under review be exonerated and no discipline be imposed, he/she shall be paid for any time lost to a maximum of one (1) day's pay for each twenty-four (24) hours plus any regularly scheduled overtime for that day.

19.9 An employee may **receive non-disciplinary** counsel in private by their Supervisor concerning their work performance, attendance and/or attitude. Should the Supervisor record such meeting by a memo to the employee's personnel file, a copy of the memo will be sent to the employee and may be subject to appeal.

19.10 An employee who abandons his/her position (i.e. has not shown up for work or contacted his/her Supervisor) for a period of four (4) working days or longer will have their employment terminated without a requirement of a review. If such employee is terminated and contacts the Company he/she will be provided with an opportunity to explain his/her absence. If the explanation is acceptable to the Company the employee may be rehired. If the employee is reinstated, he/she will maintain continuous service for calculation of benefits and seniority. Note: employees shall the right to pursue any rights under Article [20](#).

- 19.11 In the event that a verbal warning is relied upon as part of a subsequent discipline issue, the employee may grieve the verbal warning at that time under Article [20](#) with the time limits starting as of the date of the subsequent disciplinary action.
- 19.12 Letters of disciplinary **actions will** be removed **from** the employee's **official file following two (2) years with** no subsequent cases of discipline.

ARTICLE 20 – GRIEVANCE PROCEDURE

- 20.1 The following procedural steps will be followed in relation to any grievance.

Step 1

- 20.2 An employee and/or Shop Steward or where no Shop Steward is available, the Business Manager, alleging violation of this Agreement or an appeal by an employee that they have unjustly dealt with, shall submit a grievance in writing to the employee's Supervisor within thirty (30) calendar days from the date of cause of grievance. This shall not apply to employees assigned away from their headquarters when such grievance must, if they have been away in excess of thirty (30) days, be submitted within five (5) working days of their return to headquarters.
- 20.3 The immediate Supervisor will give a decision in writing to the Shop Steward with a copy to the Business Manager as soon as possible, but in any case within ten (10) calendar days of receipt of the grievance. The time limits specified in [Step 1](#) will be automatically extended if, during the forty-five (45) calendar day period concerned, the aggrieved employee is absent from work on account of bona fide illness or any other form of authorized leave. The period by which the regular forty-five (45) day time limit is extended will be the same as the period of authorized leave.

Step 2

- 20.4 Within thirty (30) calendar days of receiving the decision under [Step 1](#), the Business Manager may appeal the decision in writing to the Manager/Director of the Department whose decision will be rendered in writing within twenty-eight (28) calendar days of receiving the appeal.

Step 3

- 20.5 Within thirty (30) days of receiving the decision under [Step 2](#), the Business Manager may appeal the decision in writing to the Manager, **Labour** Relations & Compensation whose decision will be rendered in writing with twenty-eight (28) calendar days of receiving the appeal; or
- 20.6 A meeting may be arranged between the Manager/Director, the Manager **Labour** Relations & Compensation and the Business Manager within twenty (20) calendar days of receiving the appeal. The Manager/Director will render a decision in writing within eight (8) calendar days of the date the meeting was held. Upon mutual agreement the parties may bring in a mediator to assist with resolving the dispute.

General

- 20.7 A policy matter concerning any provision(s) of this Agreement not covering wages or benefits may be submitted by the Business Manager at [Step 3](#). Such matter will include a written statement outlining the Union's contention and all relevant information concerning the matter.
- 20.8 The Company may submit a policy matter concerning any provision of this Agreement not involving wages or benefits by advising the Business Manager of the Company's desire to meet at [Step 3](#).

- 20.9 An appeal concerning the discharge of an employee will be processed at Step [3](#) of the Grievance Procedure within forty-five (45) calendar days of the date the employee was notified of dismissal.
- 20.10 The settlement of a grievance shall not under any circumstances involve retroactive pay beyond a period of sixty (60) calendar days prior to the date that such grievance was submitted at Step [1](#).
- 20.11 Any grievance not progressed within the prescribed time limits shall be considered settled on the basis of the last decision and shall not be subject to further appeal. Where a decision is not rendered by the appropriate officer of the Company within the prescribed time limits, the grievance may be progressed to the next step in the Grievance Procedure.
- 20.12 When a grievance based on a claim for unpaid wages is not progressed by the Union within the prescribed time limits, it shall be considered as dropped. When the appropriate officer of the Company fails to render a decision with respect to such a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of this Agreement.

ARTICLE 21 – ARBITRATION

- 21.1 Any grievance which is not settled to the satisfaction of either the Union or the Company under all three (3) steps of Article [20](#) of this Agreement shall, upon written request of either party made within forty-five (45) calendar days of the completion of proceedings under Article [20](#), be submitted to a sole Arbitrator. If not submitted within the time stipulated, the grievance or appeal shall be considered settled on the basis of last reply under Article [20](#).
- 21.2 Prior to the scheduling of an arbitration hearing, the parties will attempt to resolve the issues through a committee comprised of the Business Manager, Manager **Labour** Relations & Compensation, and if they desire by their legal counsels. Failing to resolve the issue they will define the dispute in writing.
- 21.3 Where an issue remains unresolved after the procedure in Article 21.2, an arbitration hearing will be scheduled. In the event that the parties are unable to agree to an arbitrator, the matter will be referred to the Federal Minister of Labour who will appoint an arbitrator. In the event that an arbitrator becomes unavailable through death or other incapacity, a new one will be appointed in a like manner.
- 21.4 It is understood that either party submitting an Arbitrator's name will have previously obtained their willingness and availability to hear the dispute.
- 21.5 Every effort will be made that, at least ten (10) calendar days prior to the hearing, each party will advise the other of the names of their witnesses and as to whether they will be using a lawyer. Either party may also request and be granted an adjournment where a witness has been called and given evidence.
- 21.6 The decision of the Arbitrator shall be limited to the dispute or question as defined by the parties in Article 21.2. Such decision shall be rendered in writing together with written reasons, to the parties concerned as soon as possible. The written decision cannot in any case add to, subtract from, modify, rescind or disregard any provisions of this Agreement.
- 21.7 The decision(s) of the Arbitrator shall be final and binding upon the Company, the Union and all employees concerned.
- 21.8 If in the application of this Article should either party raise any question as to whether a grievance is arbitral, such question shall be submitted first to the sole Arbitrator.

- 21.9 The Union and Company shall pay their respective costs associated with their witnesses and the fees of the Counsel. The fees and expenses of the Arbitrator and costs of the meeting room and coffee service shall be equally divided between the Company and the Union.

ARTICLE 22 – INTEREST ARBITRATION

- 22.1 Any matter discussed by the parties may, if mutually agreed, be progressed to arbitration under Article [21](#) of this Agreement.
- 22.2 Any dispute arising under Section [6](#) covering Job Security – Technological, Operational, Organization changes, may also be progressed to arbitration under Article [21](#) of the Agreement except as otherwise noted in Section [6](#).
- 22.3 In the event the parties, following ratification of the Agreement, fail to reach agreement regarding the wage schedule to be applied to a new classification within the scope of this Agreement, such matter may be progressed to arbitration by either party.

ARTICLE 23 – SERVICE AWAY FROM HEADQUARTERS

- 23.1 Employees assigned to duties or training away from their regular places of employment shall be allowed actual and reasonable expenses incurred **to a maximum of the current meal per diem rates**, substantiated with receipts for all meals in the day. If required, a reasonable amount of expense money may be advanced. The current 2011 per diem **rates** may be claimed without receipts. During the term of the Collective Agreement if the Company revises the policy, the Union will provide input and decide whether or not to have the new policy apply to bargaining unit staff or to remain with the existing 2011 policy.
- 23.2 When accommodation is arranged by the Company, an employee may choose to find lodging at other hotel or commercial lodging establishments and claim actual cost but not to exceed the cost of the accommodation arranged by the Company.
- 23.3 Should the employee choose not to stay in accommodation as provided by the foregoing, they may claim twenty-five dollars (\$25.00) per day for lodging (no receipt required) and meal expenses in accordance with Article 23.1.
- 23.4 For the purpose of conducting Company business, transportation will be furnished or allowed all employees covered by this Agreement where same is considered necessary. Management will determine the type and method of transportation. Where taxi is authorized, receipts are required if costs exceeds five dollars (\$5.00).
- 23.5 The Article 23.5 applies in relation to an employee using their own vehicle for Company business.
- a) An employee will be allowed to claim **the kilometre** allowance when using their own vehicle for Company business at the rate of **sixty** cents (\$0.60) per kilometre providing there is proper insurance coverage on the vehicle being used. Employees will not be required to use their own vehicles for Company business.
 - b) When two (2) or more employees are travelling in the same private automobile, only one (1) person is eligible to claim **the kilometre allowance**.
 - c) Any claim arising from an accident to an employee's vehicle will be the responsibility of said employee.
- 23.6 Notwithstanding Article [18](#) (Overtime), travel to and from training courses, in excess of the normal full-time daily or weekly hours will be paid at the overtime rate of one and one-half (1.5X) the

employee's basic hourly rate and will not exceed the length of time per travel arrangements made by the Company.

- 23.7 Employees on training or working away from headquarters will be allowed one (1) telephone call for each day to their headquarters location only and shall be of no more than ten (10) minutes duration.
- 23.8 An employee will be given notice not less than forty-eight (48) hours prior to an assignment which will not enable them to return to headquarters the same day, with the following exceptions:
- a) Where management determines an emergency exists; or
 - b) Equipment maintenance in an area surrounding headquarters. This exception will not apply to scheduled maintenance trips.

ARTICLE 24 – RELOCATION

- 24.1 The following Article applies only to **regular** full-time employees. Any employees, who do not meet the requirements or eligibility as listed in this Article [24](#), will be responsible for the total costs of any transfer they request.

Time Restriction on Relocation Eligibility

- 24.2 **Regular** employees who initiated a Company-paid move or were initially hired into the following communities:
- a) Whitehorse, YT;
 - b) Yellowknife, NT;
 - c) Hay River, NT; or
 - d) Fort Nelson, BC;
- shall not have a further move paid by the Company for a minimum period of four (4) years.
- 24.3 Employees who initiated a Company-paid move or were initially hired into locations other than those communities listed above shall not have a further move paid by the Company for minimum period of two (2) years.
- 24.4 The time restriction on relocation expenses as outlined above can be waived in cases where in management's opinion there are extenuating circumstances which warrant special consideration. In these cases the employee will be able to obtain fifty percent (50%) of the entitlement after completing at least half (1/2) of the time eligibility.
- 24.5 Notwithstanding the above, employees hired at Whitehorse, Yellowknife, Hay River and Fort Nelson, when no relocation costs were incurred, shall be permitted one employee-initiated fifty percent (50%), Company-paid move after two (2) years.

Relocation Eligibility and Entitlement

- 24.6 **Regular** employees hired prior to 1997 are eligible for relocation expenses as follows:
- a) Employees shall be permitted one (1) employee-initiated, one hundred percent (100%), Company-paid move during their tenure with the Company.
 - b) Employees shall be permitted one (1) subsequent employee-initiated, fifty percent (50%), Company-paid move of household effects only.

- c) **Regular** employees hired after 1997 are eligible for relocation expenses as follows:
 - i) Employees hired into Whitehorse, Yellowknife, Hay River and Fort Nelson shall be permitted one (1) employee-initiated, fifty percent (50%), Company-paid move. These employees shall not be permitted any further employee-initiated Company-paid moves.
 - ii) Employees hired into any location other than Whitehorse, Yellowknife, Hay River and Fort Nelson shall be permitted one (1) employee-initiated one hundred percent (100%), Company-paid move during their tenure with the Company and one (1) subsequent employee-initiated, fifty percent (50%), Company-paid move of household effects only.
- d) **Regular** employees who relocate into, between or out of the following communities shall be one hundred percent (100%) Company-paid:
 - i) Resolute Bay, NU;
 - ii) Cambridge Bay, NU;
 - iii) Rankin Inlet, NU; or
 - iv) Iqaluit, NU.

Relocation Expenses

24.7 The following is a list of eligible relocation expenses in communities where Company housing is provided:

- a) The cost of packing and moving their household effects, to the maximum allowable weight of six thousand (6,000) kilograms shall be paid by the Company. In the case where the Company provides furnished accommodations, the employee's move shall be limited to personal effects only and shall not include furniture.
- b) The Company agrees to store furniture to a maximum of one thousand dollars (\$1,000.00) per year for two (2) years only, for those employees who are transferred to a location where furnished accommodation is provided. The employee shall be responsible for the insurance on such stored furniture. The Company will move the stored furniture to the employee's next location in the event the employee bids out. The Company will review the storage costs periodically, upon request, and if the amount is inadequate, adjustments will be made. This provision is not retroactive.

24.8 The following is a list of eligible relocation expenses in communities where Company housing is not provided:

- a) The cost of packing and moving their household effects to the maximum allowable weight of six thousand (6,000) kilograms shall be paid by the Company.
- b) From the actual date of the transfer, employees may be reimbursed for meals and lodging expenses only, for such period as necessary to secure suitable accommodation. Reimbursement shall ordinarily be limited to a maximum period of four (4) weeks. This time limit may be extended under exceptional circumstances, at the discretion of the Company.
- c) In cases where temporary accommodation is provided, and there are adequate cooking facilities (regular sized fridge, stove, and oven and cooking utensils) per diem claims will be permitted for a maximum period of seven (7) calendar days. In cases where adequate cooking facilities are not provided with temporary accommodation, meal claims may be for

actual and reasonable expenses (with receipts) for up to a maximum period of thirty (30) days not to exceed the maximum under the per diem entitlement.

- d) Reimbursement of travelling and board and lodging expenses incurred by the spouse of an employee for the purpose of determining permanent accommodation at the new location shall be limited to one (1) trip only for such purpose and the period involved shall not exceed one (1) calendar week. This will not be applicable in locations where Company housing is provided.

24.9 The following is the list of eligible relocation expenses valid for all communities:

- a) The cost of personal transportation for the employee and their dependents.
- b) When necessary, the employee shall be granted time off with pay, not exceeding two (2) working days, to make necessary arrangements for their personal affairs.
- c) The movement of one (1) automobile will be provided to communities, where there is public access, when the family's relocation is by public transport. The movement of the vehicle is in addition to the above-stipulated weight.
- d) Travel expenses shall include actual costs of lodging incurred while travelling on authorized travel and meal per diems.
- e) The Company, at its expense, shall provide insurance coverage of household effects and personal effects in transit.
- f) The Company shall pay the following costs involved in the sale of the actual residence, including mobile homes, owned and occupied by the employee at their former permanent location:
 - i) Title fee;
 - ii) Mortgage cancellation fee, including a payment penalty of up to three (3) months interest; and
 - iii) Legal fees (fees directly connected with the conveyance of the property).
- g) The Company shall pay closing costs at the new location including property survey, credit report, registration fee and legal fees.
- h) The Company shall pay the realtor's commission on said property, having a maximum sale price up to one hundred fifty thousand dollars (\$150,000.00). Realtor's commission means either the Exclusive Listing commission of up to five percent (5%) or Multiple Listing Services rate of up to seven percent (7%) up to one hundred thousand dollars (\$100,000.00) and three and one-half percent (3.5%) between one hundred thousand dollars (\$100,000.00) and one hundred fifty thousand dollars (\$150,000.00). Any rates above these figures must have prior written approval by the Company.
- i) Defrayment of expenses detailed in real estate shall be made only where the sale at the old location and the purchase at the new location are concluded within six (6) months from the date of the employee's transfer. However, should market conditions be of such a nature that the sale or purchase cannot be reasonably completed within the above time limits, six (6) month extensions to these limits may be granted up to a maximum of eighteen (18) months.
- j) An allowance of six hundred fifty dollars (\$650.00) for incidental expenses, such as hookup of utilities and any advance deposits, as well as rugs, drapes may be claimed.

- k) Where the move is to a community with no road access a claim may be made for up to five hundred dollars (\$500.00), substantiated with a receipt, for the transport of a motorcycle, all terrain vehicle or snowmobile.
- 24.10 In addition to assistance of transfer of household effects, an employee may obtain **pre-payment assistance for travel expenses and the cost of transporting personal items**, provided prior management approval has been obtained. The Company reserves the right to name the agency which shall be used to move or store the employee's personal belongings and/or furniture.
- 24.11 The Company reserves the right to prescribe the form of transportation which shall be used for the employee and their dependents. Should the employee choose an alternate mode of travel, their expenses shall not exceed the mode prescribed by the Company. The employee will be paid only for the time it would have taken to travel by the Company's prescribed means.
- 24.12 If the employee voluntarily leaves their employment with the Company prior to a minimum of one (1) year after relocation, they will be responsible for repaying the total cost of the relocation to the Company. If the employee voluntarily leaves their employment with the Company prior to two (2) years after relocation, they will be responsible for repaying the pro-rated amount of the relocation costs based on the balance remaining in the two (2) year period.**

Company-initiated Moves

- 24.13 Any Company-initiated moves shall be one hundred percent (100%) paid by the Company as outlined in the subsequent articles.
- 24.14 Any relocation as a result of actions taken under Article [15](#) shall be considered a Company-initiated move and the restrictions on real estate fees, mortgage cancellation fees and weight allowance on personal possessions will be removed.

Hires Prior to 1988

- 24.15 Employees hired prior to December 1, 1988 retiring from active employment with the Company shall be permitted a paid relocation of household effects only (does not include the movement of vehicles or personal transportation) to:
 - a) Their point of hire within the operating territory; or
 - b) The closer of their point of hire or Vancouver in the case of Yukon employees or the closer of their point of hire or Edmonton for Northwest Territories or Nunavut employees.
- 24.16 Such a move must be applied for within one (1) year prior to retirement. In the case of an employee, hired after December 1, 1988, who was given a written commitment that if they remained with the Company until retirement they would be provided a move out, the commitment will be honoured.

ARTICLE 25 – SAFETY

- 25.1 The Union and the Company shall establish **Workplace Health & Safety Committees, Health & Safety Representatives and a Corporate Health & Safety Policy Committee** in accordance with the **requirements of the** Canada Labour Code Part II **Health & Safety**.
- 25.2 **All** committees will hold regular meetings to discuss safety concerns, protective apparel, the working environment, inspection tours and all other matters pertinent to employee safety.

- 25.3 Notwithstanding anything to the contrary in this Agreement, a Supervisor or other officer of the Company, may impose an immediate suspension of not more than one (1) day, for a safety infraction observed at the work site or in operation of a Company vehicle without the necessity of a formal review.

ARTICLE 26 – SAVINGS CLAUSE

- 26.1 Should any part thereof or any condition herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining provisions hereof and such remaining provisions shall continue in full force and effect.
- 26.2 The Company and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

ARTICLE 27 – JOINT COMMITTEES

- 27.1 The parties acknowledge the mutual benefits to be derived from mutual consultation, and will continue with committees consisting of Union and Management personnel to encourage the communication of ideas and matters of concern. Following are committees currently established as to be continued after the implementation of this Agreement.
- a) NorthwesTel and IBEW Executive Steering Committee – Enhance Union/Management relationship throughout the organization by identifying areas of improvement and define action items that support this relationship to implement.
- 27.2 Supervisors will meet their staff at least once (1X) monthly to discuss matters of concern. Such meetings to take place during normal working hours.
- 27.3 Committees formed based on classifications within the collective agreement will continue with equal representation of Union employees and management employees. These committees shall meet on a regular basis to discuss matters of concern including but not limited to employee issues, working conditions and other relevant items.

ARTICLE 28 – DURATION OF AGREEMENT

28.1 This Agreement as revised shall commence on January 1, 2017 and remain in effect until December 31, 2020 and thereafter, subject to **written** notice from either party to the Agreement of its desire to revise, amend or terminate it. Such notice may be served **in accordance with the Canada Labour Code**.

Signed in Whitehorse, Yukon Territory this _____ day of _____, 2017:

For NorthwesTel, Inc. (“the Company”):

For the IBEW, Local 1574 (“the Union”):

Terry Deighton
Senior Manger of Labour Relations, Bell Aliant

Bud McCue
Business Manager

Angela Gannon
Director, Human Resources, Bell Canada

John VanderMeer
President

Lisa Beck
Director, Human Resources

Peter West
Chair, IBEW Negotiations Committee

Curtis Shaw
Vice-President, Consumer Markets

Brian Beal
IBEW Negotiations Committee

Andy Kaszycki
Director, Field Operations

Dawn Power
IBEW Negotiations Committee

Mike Baker
Director, Customer Service

Rebecca Woelfle
Manager, Finance & Payroll

Marni Delaurier
Human Resources Consultant

David Morgan
Manager, Labour Relations & Compensation

SECTION 2 – TECHNICAL AND TRADES DIVISION

The conditions of this Section are limited to and embrace only those classifications as listed in the wage schedule included herein.

ARTICLE 29 – TECHNICAL HOURS OF WORK & SHIFTS

- 29.1 The hours of work, exclusive of meal period, for employees covered by this Section will be:
- a) 8 hours – for straight day **shift**, beginning and ending between 6:00 a.m. and 6:00 p.m.;
 - b) 7 hours – for night **shift**, beginning at or later than 8:00 p.m.; and
 - c) 7 ½ hours – for all other assignments
- 29.2 Relief of fifteen (15) minutes **will** be given on each session as close to the middle of the session as possible unless otherwise agreed by the employee concerned.
- 29.3 An employee **will** not be required to work more than five (5) continuous hours without lunch relief, or be required to take lunch relief before three and one half (3 ½) hours continuous **shift** has been performed, unless otherwise agreed to by the employee concerned.
- 29.4 A meal period will be sixty (60) minutes duration, but it may be lessened or increased by agreement with the employee concerned. In no case shall a meal period be considered as a split in the **shift**.
- 29.5 Employees appointed to **regular** positions will be given preference of **shifts** in an office on the basis of their seniority date.
- 29.6 Except by mutual agreement or as otherwise provided for in this Section, employees shall be assigned two (2) rest days in each seven (7) days. The rest days shall be consecutive and preference will be given to Saturday and Sunday, and then to Sunday and Monday.
- 29.7 In any disputes as to the necessity of granting rest days other than as provided above, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements.
- 29.8 An employee may change their **shift** with any other qualified employee at the discretion of their immediate Supervisor. The employee shall be responsible for the **shift** coverage at no extra cost to the Company. Such swapping will be complete within a single pay period.

Swing Assignments

- 29.9 Swing assignments consistent with service requirements, will be established by the Company to provide for rest day coverage. Such assignments may, on different days, have different starting times, duties and work locations, provided such times, duties and work locations are those of the employees relieved.
- 29.10 Except by agreement between the Company and the employee(s) concerned, a minimum of eight (8) hours will be provided between the completion of one swing assignment and the commencement of the next.

General

- 29.11 When the **shift** of a specified position is changed to meet service requirements and where there is no actual reduction in the number of positions at the work location, the employee affected will have the option of exercising their seniority to choose a **shift** within their classification, in the

office. In the case of **shift** change for a specific project, another employee in the office must be qualified to perform the required work.

- 29.12 An employee will be advised forty-eight (48) hours prior to a change in their **shift** schedule.
- 29.13 **Shifts** away from headquarters **will be no longer than twenty-one (21) consecutive calendar days unless mutually agreed. Upon returning from such an assignment, the employee will not be required to work away from headquarters again for a period of not less than fourteen (14) calendar days, unless mutually agreed by the employee and his/her immediate Supervisor.**
- 29.14 For work assignments away from headquarters, the Company may offer weekend assignments of a non-urgent nature, to be compensated at one and one-half (1 ½) times their basic hourly rate. If the majority of the crew agree, such weekend work will be compensated at one and one-half (1 ½) times their basic hourly rate.

ARTICLE 30 – TECHNICIANS AND TRADESPERSONS WAGE SCHEDULE

30.1 Technicians governed by this Section.

Assignment Specialist*	Implementation Design Technician
Building Maintenance Technician	Information Systems Software Quality Tester
Billings Operations Technician	Information Systems Support Technician
Cable Splicer	Information Technology Technician
CATV System Support Manager	Instructional Designer
Central Office Technician	Labourer
Change Coordinator	Manager, Customer Network Design
Combination Technician	Network and Access Facility Analyst
Communications Technician	Network Operations Control Technician
Community Media Production Technician	Network Services Support Technician
Community Service Technician	Occupational Health and Safety Analyst
Database Administrator	Project Manager Sales
Desktop Technician	Radio Technician
Drafting Technician	Service Technician
Facilities Analyst	Service Desk Technician
Field Safety Specialist	Technical Analyst
Field Support Service Technician	Training and Development Specialist
Foreman Outside Plant Construction	Video Services Manager
Groundsperson	Wireless Network Support Technician
Head End Technician	Wireless Technician

* **Note: Assignment Specialist: Maximum progression in the wage scale to Step I.**

Definitions

- 30.2 For the purpose of this Section 2:
- a) “Basic Rate of Pay” shall mean the amount of money per day specified in the scale below.
 - b) “Basic Hourly Rate” shall mean the basic rate of pay divided by eight (8) hours.
 - c) “Overtime Rate” shall mean the basic hourly rate times two (2).

Wage Scales

30.3 The following table provides for the Technical Wage Scale: Progressive Steps – Daily Rates & Hourly Rates:

Step	January 1, 2017		January 1, 2018		January 1, 2019		January 1, 2020	
	Hourly	Daily	Hourly	Daily	Hourly	Daily	Hourly	Daily
A	\$25.6109	\$204.89	\$26.1232	\$208.99	\$26.6456	\$213.16	\$27.1785	\$217.43
B	\$26.7608	\$214.09	\$27.2960	\$218.37	\$27.8419	\$222.74	\$28.3987	\$227.19
C	\$27.6660	\$221.33	\$28.2193	\$225.75	\$28.7837	\$230.27	\$29.3593	\$234.87
D	\$29.4733	\$235.79	\$30.0627	\$240.50	\$30.6640	\$245.31	\$31.2772	\$250.22
E	\$30.2360	\$241.89	\$30.8407	\$246.73	\$31.4575	\$251.66	\$32.0867	\$256.69
F	\$31.4976	\$251.98	\$32.1275	\$257.02	\$32.7701	\$262.16	\$33.4255	\$267.40
G	\$33.3128	\$266.50	\$33.9791	\$271.83	\$34.6587	\$277.27	\$35.3519	\$282.81
H	\$34.6117	\$276.89	\$35.3039	\$282.43	\$36.0100	\$288.08	\$36.7302	\$293.84
I	\$36.5095	\$292.08	\$37.2397	\$297.92	\$37.9845	\$303.88	\$38.7442	\$309.95
J	\$37.5379	\$300.30	\$38.2887	\$306.31	\$39.0545	\$312.44	\$39.8355	\$318.68
K	\$39.8537	\$318.83	\$40.6508	\$325.21	\$41.4638	\$331.71	\$42.2931	\$338.34
L	\$41.5508	\$332.41	\$42.3819	\$339.05	\$43.2295	\$345.84	\$44.0941	\$352.75

Construction Employees

- 30.4 Employees hired as **Groundsperson** or Labourer cannot progress beyond Step C to Construction Line **Technicians** until they can meet qualifications and prescribed tests.
- 30.5 Construction Line **Technicians** cannot progress beyond Step H on the wage scale.
- 30.6 An employee hired for the construction craft must be qualified and be licenced in accordance with the Highway Traffic Act.

Tower Premium

- 30.7 When an employee is assigned to work on a bridge, tower crossing, radio or microwave structure, or pole where the elevation is sixty-five (65) feet to two hundred (200) feet above the point of which the base of the structure is affixed, the employee shall receive, in addition to regular wages, a tower premium calculated as follows: one (1) times basic hourly rate for each hour worked thereon with a minimum bonus of one (1) hour.
- 30.8 For employees required to work at heights of more than two hundred (200) feet, the premium shall be calculated as follows: in addition to regular wages, they shall receive two (2) times basic hourly rate for each hour worked thereon with a minimum bonus of two (2) hours.

ARTICLE 31 – COMBINATION OF WORK

- 31.1 A combination position is defined as the combination of duties of two (2) or more classifications as listed in Article 30.1. Combination positions will be created only by mutual agreement. The Union agrees that such agreement will not be unreasonably withheld.
- 31.2 Combination Technicians who are headquartered at the larger centres, and who maintain an area outside of such centres, will normally perform the duties of one classification only while working at the headquarters, although they may occasionally be asked to perform the duties of more than one classification at the headquarters in the interests of customer service. Such positions will be identified as e.g. “Radio Technician (Combination)”.
- 31.3 The creation of combination positions will not have the result of reducing the total staff in the technical classifications except by attrition. Combination Technicians will receive training on all equipment located in the area of their responsibility to the degree required to provide and protect service.
- 31.4 Employees working in positions which become combination positions, and who cannot be trained to safely climb poles will not be required to do so. Employees who apply for appointment to a combination position where climbing is a bona fide requirement must have the ability to be trained to climb safely, as a qualification for the job.
- 31.5 Technicians other than Combination Technicians who need to go into an unmanned location may be assigned duties in more than one (1) classification.
- 31.6 In emergency situations or exceptional circumstances, where mutually agreed, employees in a particular classification may be assigned duties outside of their classification.

ARTICLE 32 – COMMUNITY SERVICE TECHNICIAN

- 32.1 The Company and the Union agree that to provide an improved level of service to our customers in communities where no full-time technician is headquartered, to enhance the efficiency of the operation and to provide a higher degree of service to the larger communities by reducing some of the travel of regular Installation and Repair Technicians, Community Service Technician positions may be established in accordance with this Article [32](#).
- 32.2 There will be no reduction of full-time I & R staff during the life of this contract as a direct result of the creation of the community worker program.
- 32.3 Conditions which the parties recognize may result in reduction of these positions and which will not initiate arbitration proceedings are:
 - a) Economic downturn;

- b) Measurable reduction in work orders and trouble tickets at affected location;
 - c) Closure of major business in the area, e.g. mines;
 - d) Decrease in subscriber base; or
 - e) Technological change.
- 32.4 A Community Service Technician is defined as a part-time technician who provides basic installation and repair service and takes elementary steps to protect or restore service in a community where no full-time technician is headquartered. **A Community Service Technician will be permitted to perform advanced work, at their discretion, with the assistance of a qualified resource and will not be subject to discipline for refusal.**
- 32.5 Based on consultation within the local management boards, Community Service Technician positions may be established:
- a) In any community without road access; and
 - b) In any community outside of a one hundred sixty (160) kilometre radius of a community where a full-time technician is headquartered.
- 32.6 The establishment of a Community Service Technician in a community within a one hundred sixty (160) kilometre radius of a staffed community will require approval of the Business Manager of the Union. Such approval will not be unreasonably withheld.
- 32.7 Where a position is abolished in a one (1) person location, the staffing of such community with a Community Service Technician, within a two (2) year period will require mutual agreement of the parties.
- 32.8 Community Service Technicians will be paid a minimum of forty (40) hours pay in a month with hours in excess of forty (40) hours in a month paid on an hourly basis.
- 32.9 Community Service Technicians will progress through the Technical Wage Schedule for each nine hundred eighty (980) hours worked; the eligible employee will progress to the next step level up to a maximum level based on their classification.
- 32.10 Community Service Technicians will be classified into two (2) categories for purposes of the Technical Wage Schedule; Community Service Technician 1 (CST 1) and Community Service Technician 2 (CST 2).
- a) Community Service Technician 1 (CST 1) as defined in Article 32.4 will progress through the Technical Wage Schedule to a maximum of Step E.
 - b) Community Service Technician 2 (CST 2) is defined as a part-time technician who provides basic installation and repair service, and also on a consistently regular basis completes more complex work in a community where no full-time technician is headquartered, will progress through the Technical Wage Schedule to a maximum of Step G.
- 32.11 Community Service Technicians will be designated by the Company as either “1/4 time” or “1/2 time” of regular working hours. 1/4 time Technicians will be paid a minimum of twenty (20) hours per pay period on an hourly basis (i.e. two (2) hours per day). 1/2 time Technicians will be paid a minimum of forty (40) hours per pay period on an hourly basis (i.e. four (4) hours per day). However, it is understood that in order to be paid each day, the part-time Technician must call in to the designated contact each day and be available to do any required work. In cases of leave, where the Technician is unavailable for work, the Technician will not receive pay for the days s/he is on leave.**

- 32.12 Community Service Technicians will be covered under the terms of this Collective Agreement except for Article [10](#) in respect of Jury Duty or Court Witness Leave and Articles [11](#), [13](#), [14](#), [15](#), [16](#) and [18](#), and will not be members of the benefit plan with the exception of life insurance. Community Service Technicians will be covered with ten thousand dollars (\$10,000.00) life insurance and accidental death and dismemberment insurance.
- 32.13 Payment for general holidays will be paid at one point eight-five (1.85) hours of regular pay at the hourly rate.
- 32.14 Vacation pay will be at four percent (4%) of the previous year's gross earnings and will be applied on the employee's anniversary date.
- 32.15 Any time approved and worked after eight (8) hours in a day or forty (40) hours in a week shall be compensated at double time.
- 32.16 In the event of a Combination position is filled by a person unable to climb (per Article 31.4), a Community Service Technician will cover work in the area which requires climbing.
- 32.17 When temporary I & R positions are available in an area, the Community Service Technicians working in the area will be given the opportunity to work the position.
- 32.18 When a Community Service Technician is called out by the Company between the hours of 8:00 p.m. and 8:00 a.m., time worked will be paid for at double time (2X) with a minimum of one (1) hour at double time (2X).
- 32.19 Notwithstanding Article [19](#), when a Manager suspects that a Community Service Technician has abandoned his/her position and the Manager has made a reasonable effort to contact the employee but has been unable to do so, their employment will be terminated and the Union office will receive a copy of the termination letter.

SECTION 3 – CLERICAL, CUSTOMER SERVICE, PURCHASING & MATERIALS DIVISION

The conditions of this Section are limited to and embrace only those classifications as listed in the Wage Schedule herein included.

ARTICLE 33 – HOURS OF WORK

33.1 The normal basic hours of work shall be seven and one-half (7 ½) hours, exclusive of meal period, between the hours of 7:00 a.m. and 6:00 p.m., five (5) days a week, Monday through Friday. When, however, it becomes necessary to schedule shifts outside of these hours in the interests of customer service, the following will apply:

- a) 7 ½ hours – for straight day **shift**, beginning and ending between 6:00 a.m. and 6:00 p.m.;
- b) 6 ½ hours – for late night **shift**, beginning at or later than 8:00 p.m.; and
- c) 7 hours – for all other assignments.

This does not preclude the Company, due to service requirements, establishing with the agreement of the Union, hours of work and days off which are inconsistent with the foregoing. The Union agrees that such agreement will not be unreasonably withheld.

33.2 Except by mutual agreement or as otherwise provided for in this Article, employees shall be assigned two (2) rest days in each seven (7) days. The rest days shall be consecutive and preference will be given to Saturday and Sunday, and the Sunday and Monday.

33.3 In any disputes as to the necessity of granting rest days other than as provided above, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements.

33.4 Relief of fifteen (15) minutes shall be given on each session as close to the middle of the session as possible unless otherwise agreed by the employee concerned.

33.5 An employee shall not be required to work more than five (5) continuous hours without lunch relief, or be required to take lunch relief before three and one-half (3 ½) hours continuous duty has been performed, unless otherwise agreed by the employee concerned.

33.6 A meal period will be sixty (60) minutes duration, but it may be lessened or increased by agreement with the employee concerned. Any changes in meal period durations, for employees working shift blocks, will be established when shift preferences are made and then will not be subject to change during the shift block except by mutual agreement. In no case shall a meal period be considered as a split in the **shift**.

33.7 When the **shift** of a specified position is changed to meet service requirements and where there is no actual reduction in the number of positions at the work location, the employee affected will have the option of exercising their seniority to choose a **shift** within their classification, in the office. In the case of **shift** change for a specific project, another employee in the office must be qualified to perform the required work.

33.8 Employees appointed to **regular** positions will be given preference of **shifts** in an office on the basis of their seniority date.

ARTICLE 34 – ASSIGNMENT OF WORK

- 34.1 Employees will normally be assigned work as outlined in their job profiles except in circumstances where it becomes necessary to assign them other duties on a temporary basis in order to meet the demands of service. Such temporary assignments will not become a regular routine of work for such an employee. When, however, an employee is assigned to work which pays a higher rate than that for which they are employed, they will be paid the scheduled rate for such work while so engaged.
- 34.2 The Company, subject to agreement of the Union, **may** establish a part-time position where service requirements necessitate. The Union agrees that such agreement will not be unreasonably withheld. At no time will a part-time employee displace a **regular full-time** employee. Neither shall two (2) part-time positions be established where one (1) full-time position would meet the requirements.
- 34.3 Eligibility for money in lieu of benefits for part-time or temporary employees shall be outlined in the Letter of Understanding “Benefits for Part-time and Temporary Employees” in Section [8](#).
- 34.4 An employee will be advised forty-eight (48) hours prior to a change in their **shift** schedule.

ARTICLE 35 – CLERICAL, CUSTOMER SERVICE, PURCHASING & MATERIALS DIVISION WAGE SCHEDULE

35.1 **The following** classifications are governed by this Section :

<p><u>Clerical</u> Accounting Clerk Administrator, Quality Assurance Analyst, Revenue Assurance Assistant, Product Management Assistant, Property Management Assistant, Regulatory Affairs Community TV Coordinator Directory Support Representative General Accounting Clerk Intermediate Operations Support Centre Clerk Payroll Clerk Portfolio / Project Management Assistant Process Administrator Settlements Clerk Summer Student, Clerical Testing Support Clerk</p>	<p><u>Customer Service</u> Business Customer Service Representative Collections Customer Service Representative Customer Service Representative – Bilingual Customer Service Representative Real-time Coordinator Service Desk Clerk Workforce Scheduler</p> <p><u>Purchasing & Materials</u> Buyer Inventory Control Buyer Purchasing Clerk Shipper / Receiver Shipper/Receiver/Coin Collection/Receptionist Supply Chain Coordinator</p>
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Definitions

- 35.2 For the purpose of this Section:
 - a) “Basic Rate of Pay” shall mean the amount of money per day specified in the scale below.
 - b) “Basic Hourly Rate” shall mean the basic rate of pay divided by seven and one-half (7 ½) hours.

c) "Overtime Rate" shall mean the basic hourly rate time two (2).

Wage Scales

35.3 The following tables provide for:

a) Clerical Wage Scale: Progressive Steps – Daily & Hourly Rates

Step	January 1, 2017		January 1, 2018		January 1, 2019		January 1, 2020	
	Hourly	Daily	Hourly	Daily	Hourly	Daily	Hourly	Daily
A	\$21.1635	\$158.73	\$21.5868	\$161.90	\$22.0185	\$165.14	\$22.4589	\$168.44
B	\$22.1567	\$166.18	\$22.5999	\$169.50	\$23.0519	\$172.89	\$23.5129	\$176.35
C	\$23.1929	\$173.95	\$23.6568	\$177.43	\$24.1299	\$180.97	\$24.6125	\$184.59
D	\$24.2806	\$182.10	\$24.7662	\$185.75	\$25.2616	\$189.46	\$25.7668	\$193.25
E	\$25.4223	\$190.67	\$25.9308	\$194.48	\$26.4494	\$198.37	\$26.9784	\$202.34
F	\$26.6244	\$199.68	\$27.1569	\$203.68	\$27.7001	\$207.75	\$28.2541	\$211.91
G	\$28.3735	\$212.80	\$28.9410	\$217.06	\$29.5198	\$221.40	\$30.1102	\$225.83
H	\$30.0901	\$225.68	\$30.6919	\$230.19	\$31.3057	\$234.79	\$31.9318	\$239.49
I	\$31.9181	\$239.39	\$32.5565	\$244.17	\$33.2076	\$249.06	\$33.8718	\$254.04

b) Purchasing & Materials Wage Scale: Progressive Steps & Hourly Rates

Step	January 1, 2017		January 1, 2018		January 1, 2019		January 1, 2020	
	Hourly	Daily	Hourly	Daily	Hourly	Daily	Hourly	Daily
A	\$25.5895	\$191.92	\$26.1013	\$195.76	\$26.6234	\$199.68	\$27.1558	\$203.67
B	\$28.2279	\$211.71	\$28.7925	\$215.94	\$29.3683	\$220.26	\$29.9557	\$224.67
C	\$30.7035	\$230.28	\$31.3176	\$234.88	\$31.9439	\$239.58	\$32.5828	\$244.37
D	\$33.4146	\$250.61	\$34.0829	\$255.62	\$34.7646	\$260.73	\$35.4599	\$265.95
E	\$34.5209	\$258.91	\$35.2113	\$264.08	\$35.9155	\$269.37	\$36.6338	\$274.75
F	\$36.0297	\$270.22	\$36.7503	\$275.63	\$37.4853	\$281.14	\$38.2350	\$286.76

Progression in the foregoing scale will be in accordance with the following:

- i) **Purchasing Clerk** to maximum Step C;
- ii) Shipper Receiver **positions** to maximum Step E; and
- iii) **Buyer, Inventory Control Buyer and Supply Chain Coordinator** to top rate.

SECTION 4 - RETAIL SALES DIVISION

All unionized Retail Sales Representative classifications are governed by this Section.

ARTICLE 36 – HOURS OF WORK

- 36.1 The normal basic hours of work shall be seven and one-half (7 ½) hours, exclusive of meal period, between the hours of 7:00 a.m. and 6:00 p.m., five (5) days a week, Monday through Saturday. When, however, it becomes necessary to schedule shifts outside of these hours in the interests of customer service, the following will apply:
- a) 7 ½ hours – for straight day **shift**, beginning and ending between 6:00 a.m. and 6:00 p.m.;
 - b) 6 ½ hours – for night **shift**, beginning at or later than 8:00 p.m.; and
 - c) 7 hours – for all other assignments.
- This does not preclude the Company, due to service requirements, establishing with the agreement of the Union, hours of work and days off which are inconsistent with the foregoing. The Union agrees that such agreement will not be unreasonably withheld.
- 36.2 Except by mutual agreement, or as otherwise provided for in this Article, employees shall be assigned two (2) rest days in each seven (7) days. The rest days shall be consecutive and preference will be given to Saturday and Sunday, and then to Sunday and Monday.
- 36.3 In any disputes, as to the necessity of granting rest days other than as provided above, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements.
- 36.4 Relief of fifteen (15) minutes shall be given on each session as close to the middle of the session as possible unless otherwise agreed by the employee concerned.
- 36.5 An employee shall not be required to work more than five (5) continuous hours without lunch relief, or be required to take lunch relief before three and one-half (3 ½) hour continuous **shift** has been performed, unless otherwise agreed by the employee concerned.
- 36.6 A meal period will be sixty (60) minutes duration, but it may be lessened or increased by agreement with the employee concerned. Any changes to meal period durations, for employees working shift blocks, will be established when shift preferences are made and then will not be subject to change during the shift block except by mutual agreement. In no case shall a meal period be considered as a split in the **shift**.
- 36.7 When the **shift** of a specified position is changed to meet service requirements and where there is no actual reduction in the number of positions at the work location, the employee affected will have the option of exercising their seniority to choose a **shift** within their classification, in the office. In the case of **shift** change for a specific project, another employee in the office must be qualified to perform the required work.
- 36.8 Employees appointed to **regular** positions will be given preference of **shifts** in an office on the basis of their seniority date.

ARTICLE 37 – ASSIGNMENT OF WORK

- 37.1 Employees will normally be assigned work as outlined in their job profiles except in circumstances where it becomes necessary to assign them other duties on a temporary basis in order to meet the demands of service. Such temporary assignments will not become a regular routine of work

for such an employee. When, however, an employee is assigned to work which pays a higher rate than that for which they are employed, they will be paid the scheduled rate for such work while so engaged.

- 37.2 The Company may, subject to agreement with the Union, establish a part-time position where service requirements necessitate. The Union agrees that such agreement will not be unreasonably withheld. At no time will a part-time employee displace a **regular** employee. Neither shall two (2) part-time positions be established where one (1) full-time position would meet the requirements.
- 37.3 Eligibility for money in lieu of benefits for part-time or temporary employees shall be outlined in the Letter of Understanding "Benefits for Part-time and Temporary Employees in Section 8.
- 37.4 An employee will be advised forty-eight (48) hours prior to a change in their **shift** schedule.

ARTICLE 38 – RETAIL SALES WAGE SCALE

Definitions

- 38.1 For the purpose of this Section:
 - a) "Basic Rate of Pay" shall mean the amount of money per day specified in the scale below;
 - b) "Basic Hourly Rate" shall mean the basic rate of pay divided by seven and one-half (7 ½) hours; and
 - c) "Overtime Rate" shall mean the basic hourly rate times two (2).

Wage Scales

38.2 The following table provides for the Retail Wage Representative Wage Scale: Progressive Steps – Daily & Hourly Rates **for all employees hired before January 1, 2017.**

Step	January 1, 2017		January 1, 2018		January 1, 2019		January 1, 2020	
	Hourly	Daily	Hourly	Daily	Hourly	Daily	Hourly	Daily
A	\$21.1635	\$158.73	\$21.5868	\$161.90	\$22.0185	\$165.14	\$22.4589	\$168.44
B	\$22.1567	\$166.18	\$22.5999	\$169.50	\$23.0519	\$172.89	\$23.5129	\$176.35
C	\$23.1929	\$173.95	\$23.6568	\$177.43	\$24.1299	\$180.97	\$24.6125	\$184.59
D	\$24.2806	\$182.10	\$24.7662	\$185.75	\$25.2616	\$189.46	\$25.7668	\$193.25
E	\$25.4223	\$190.67	\$25.9308	\$194.48	\$26.4494	\$198.37	\$26.9784	\$202.34
F	\$26.6244	\$199.68	\$27.1569	\$203.68	\$27.7001	\$207.75	\$28.2541	\$211.91
G	\$28.3735	\$212.80	\$28.9410	\$217.06	\$29.5198	\$221.40	\$30.1102	\$225.83
H	\$30.0901	\$225.68	\$30.6919	\$230.19	\$31.3057	\$234.79	\$31.9318	\$239.49
I	\$31.9181	\$239.39	\$32.5565	\$244.17	\$33.2076	\$249.06	\$33.8718	\$254.04

38.3 The following table provides for the Retail Sales Representative Wage Scale: Progressive Steps – Daily & Hourly Rates for all employees hired on or after January 1, 2017.

Step	January 1, 2017		January 1, 2018		January 1, 2019		January 1, 2020	
	Hourly	Daily	Hourly	Daily	Hourly	Daily	Hourly	Daily
A	\$16.7507	\$125.63	\$17.0857	\$128.14	\$17.4275	\$130.71	\$17.7760	\$133.32
B	\$17.5363	\$131.52	\$17.8870	\$134.15	\$18.2447	\$136.84	\$18.6096	\$139.57
C	\$18.3609	\$137.71	\$18.7281	\$140.46	\$19.1026	\$143.27	\$19.4847	\$146.14
D	\$19.2290	\$144.22	\$19.6136	\$147.10	\$20.0059	\$150.04	\$20.4060	\$153.05
E	\$21.1635	\$158.73	\$21.5868	\$161.90	\$22.0185	\$165.14	\$22.4589	\$168.44
F	\$22.1567	\$166.18	\$22.5999	\$169.50	\$23.0519	\$172.89	\$23.5129	\$176.35
G	\$23.1929	\$173.95	\$23.6568	\$177.43	\$24.1299	\$180.97	\$24.6125	\$184.59
H	\$24.2806	\$182.10	\$24.7662	\$185.75	\$25.2616	\$189.46	\$25.7668	\$193.25
I	\$25.4223	\$190.67	\$25.9308	\$194.48	\$26.4494	\$198.37	\$26.9784	\$202.34
J	\$26.6244	\$199.68	\$27.1569	\$203.68	\$27.7001	\$207.75	\$28.2541	\$211.91
K	\$28.3735	\$212.80	\$28.9410	\$217.06	\$29.5198	\$221.40	\$30.1102	\$225.83
L	\$30.0901	\$225.68	\$30.6919	\$230.19	\$31.3057	\$234.79	\$31.9318	\$239.49
M	\$31.9181	\$239.39	\$32.5565	\$244.17	\$33.2076	\$249.06	\$33.8718	\$254.04

SECTION 5 – SALES DIVISION

The conditions of this Section are limited to and embrace only those classifications as listed in the Sales Compensation Plan herein included.

ARTICLE 39 – HOURS OF WORK

- 39.1 The normal basic hours of work shall be seven and one-quarter (7 ¼) hours, exclusive of meal period, between the hours of 7:00 a.m. and 6:00 p.m., five (5) days a week. When, however, it becomes necessary to schedule shifts outside of these hours in the interests of customer service, the following will apply:
- a) 7 ¼ hours – for straight day **shift**, beginning and ending between 6:00 a.m. and 6:00 p.m.;
 - b) 6 ¼ hours – for late night **shift**, beginning at or later than 8:00 p.m.; and
 - c) 7 hours – for all other assignments.
- 39.2 Except by mutual agreement, or as otherwise provided for in this Article, employees shall be assigned two (2) rest days in each seven (7) days. The rest days shall be consecutive and preference will be given to Saturday and Sunday, and then Sunday and Monday.
- 39.3 In any disputes as to the necessity of granting rest days other than as provided above, it shall be incumbent on the Company to show that such departure is necessary to meet operational requirements.
- 39.4 An employee shall not be required to work more than five (5) continuous hours without lunch relief, or be required to take lunch relief before three and one-half (3 ½) hours continuous duty has been performed, unless otherwise agreed to by the employee concerned.
- 39.5 Relief of fifteen (15) minutes shall be given on each session as close to the middle of the session as possible unless otherwise agreed to by the employee concerned.
- 39.6 A meal period will be sixty (60) minutes duration, but it may be lessened or increased by agreement with the employee concerned. Any changes to meal period durations, for employees working shift blocks, will be established when shift preferences are made and then will not be subject to change during the shift block except by mutual agreement. In no case shall a meal period be considered as a split in the **shift**.

ARTICLE 40 – ASSIGNMENT OF WORK

- 40.1 Employees will normally be assigned work as outlined in their job profiles except in circumstances where it becomes necessary to assign them other duties on a temporary basis in order to meet the demands of service. Such temporary assignments will not become a regular routine of work for such an employee. When, however, an employee is assigned to work which pays a higher rate than that for which they are employed, they will be paid the scheduled rate for such work while so engaged.
- 40.2 Distribution of accounts and Sales Revenue Targets for each employee will be determined by the Company by the end of January of the year for which the objectives are being established.

ARTICLE 41 – SALES COMPENSATION PLAN

41.1 The Sales Compensation Plan shall apply to employees working in the following occupations:

- a) Sales Associate;
- b) Account Manager; and
- c) Account Executive.

Definitions

41.2 For the purpose of this Section 6:

- a) “Benchmark Salary” shall mean the amount of money per year specified at one hundred percent (100%) of the benchmark for the position as per market value;
- b) “Base Salary” shall mean each employee’s base salary as determined according to the Company’s benchmarking salary process;
- c) “Basic Hourly Rate” shall mean each employee’s base salary of pay divided by total yearly hours worked based on seven and one-quarter (7 ¼) hours per working day; and
- d) “Overtime Rate” shall mean the basic hourly rate times two (2).

41.3 The Sales Compensation Plan for the term of the Collective Agreement recognizes the individual, team and Company contribution toward sales and performance objectives. The plan features a motivational incentive to meet and exceed objectives. The potential earning opportunity at target will not be decreased over the term of the Collective Agreement.

41.4 In accordance with the Company’s practice, total compensation levels (base salary plus sales incentive bonus) will be compared annually to market practice. As a result of these comparisons, adjustments to total compensation may be made by the Company where, in its opinion, such adjustments are both required and feasible to implement.

41.5 Sales objectives for each Sales professional will be established by the Company and communicated with the Union by the end of January of the year for which the objectives are being established. If it becomes necessary to modify objectives during the course of the year, the business rationale for the changes will be reviewed by those affected.

Salary Scales

41.6 For the purpose of this Section 6 the following Salary Scale applies:

Position	Benchmark Salary 2017	Sales Incentive at 100%
Sales Associate	\$57,500	35%
Account Manager	\$69,000	50%
Account Executive	\$75,000	50%

SECTION 6 – TECHNOLOGICAL, OPERATIONAL OR ORGANIZATIONAL CHANGE

ARTICLE 42 – DEFINITIONS

- 42.1 “Technological Change” in this Article means:
- a) The introduction by the Company into its business of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of its business, and;
 - b) A change in the manner in which the Company carries on the business that is directly related to the introduction of that equipment or material.
- 42.2 “Operational or Organizational Change” means: a change in the manner, method, procedure or organizational structure by which the Company carries on the work, undertaking or business not directly related to the introduction of equipment or material provided that any such change is not brought about by:
- a) A permanent decrease in the volume of traffic outside of the control of the Company; or
 - b) A normal reassignment of duties arising out of the nature of the work in which the employee is engaged; or
 - c) A normal seasonal staff adjustment.

ARTICLE 43 – NOTIFICATION

- 43.1 Whenever the Company proposes to effect a technological, operational organizational change that will result in the termination of employment to employees within the bargaining unit, it shall provide as much notice as possible in writing, and at least ninety (90) days written notice where ten (10) or less employees in one (1) location or work function are affected and at least one hundred twenty (120) days written notice where eleven (11) or more employees in one (1) location or work function are affected. The written notice shall provide a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who will be adversely affected.
- 43.2 When a notice is issued under this Article and it becomes known to the Company that the change will be delayed, advice will be issued to the Business Manager of the Union, and employees involved, explaining the situation and revising the implementation dates. If necessary, more than one such advice may be issued.

ARTICLE 44 – ELIGIBILITY

- 44.1 To be eligible for benefits under this Article an employee, other than a part-time employee must have:
- a) Two (2) years or more of continuous employment relationship;
- For the purpose of calculating these benefits, time off duty on account of bona fide illness, Bereavement Leave, injury, to attend committee meetings, called to court as a witness, uncompensated jury duty, and Maternity Leave where the employee returned to duty for a period of not less than four (4) months, not exceeding a total of one hundred (100) days in the previous anniversary year, shall be included in the computation of service.
- b) Exercised their full seniority rights at their headquarters as identified in the note following Article 15.2.

44.2 An employee will be ineligible for benefits if the employee declines for any reason, a recall to work in their Seniority Territory.

NOTE:

Any agreement reached between the parties will not be valid in respect of benefits under this Section unless approved by Employment Services and Development Canada (ESDC) on the basis that no deductions will be made from the government Employment Insurance payments by reason of supplemental employment benefits. Notwithstanding anything contained in this Section, no eligible employee will receive for any week a layoff payment under this Section in excess of that which can be allowed the employee without any reductions in his/her Employment Insurance (E.I.) payment.

In other words, an employee must be eligible and receiving employment insurance benefits in order to be eligible to receive Weekly Layoff Benefits.

ARTICLE 45 – WEEKLY BENEFITS

45.1 .

- a) Eligible employees will be those as defined in Article [48](#), Eligibility.
- b) The plan is to Supplement Unemployment Benefits (SUB) received by **employees** for temporary unemployment caused by technological, operational, or organizational changes as outlined in Article [46](#).
- c) Employees must prove that they have applied for and are in receipt of E.I. benefits in order to receive payment under the plan. Supplemental unemployment benefits are payable for a period during which an employee is not in receipt of E.I. if the only reason for non-receipt is the claimant:
 - i) Is serving the two-week E.I. waiting period; or
 - ii) Has exhausted his/her entitlement to E.I.
- d) For each year of service an eligible employee will be allowed a SUB benefit for a period of five (5) weeks to a maximum of one hundred four (104) weeks.
- e) The duration of this plan is from July 15, 1992 to the expiration of the current Collective Agreement as outlined in Article [28](#).
- f) The Company will inform **Employment and Social Development Canada (ESDC)** in writing of any changes to the plan within thirty (30) days of the effective date of any change. A copy of such notice will be forwarded to the Business Manager.

Claims Procedure

45.2

- a) Upon completion of a seven (7) day waiting period an eligible employee may make application for weekly layoff benefits. The Company will provide weekly layoff benefits to a maximum of eighty percent (80%) of the employee's basic weekly rate at time of layoff. The eighty percent (80%) includes Employment Insurance Benefits, other employment earnings, pension earnings and any other compensation. The employee is responsible to advise the Company of any outside earnings.

- b) The weekly layoff benefits of eighty percent (80%) referred to above will be increased to ninety-five percent (95%) for employees with more than fifteen (15) years of service.

45.3 The SUB plan will be financed by the Company's general revenues.

45.4 Any payments made pursuant to the SUB plan will be kept in a separate account.

45.5 Current employee benefits will not be reduced to finance the SUB plan.

ARTICLE 46 – SEVERANCE PAYMENTS

- 46.1 For each year of service or major portion thereof, an eligible employee will be provided a separation allowance as follows:
- a) For each of the first (1st) to fifth (5th) year – one (1) weeks' basic weekly pay.
 - b) For each of the sixth (6th) to fifteenth (15th) year – two (2) weeks' basic weekly pay.
 - c) For each year from the sixteenth (16th) year on – three (3) weeks' of basic pay.
- 46.2 This severance package will be available to employees who elect the severance route within four (4) weeks of layoff notice under Section [6](#) of the Collective Agreement.

ARTICLE 47 – TRAINING

- 47.1 An employee whose position is abolished due to Technological, Operational or Organizational change, may apply for training while drawing weekly benefits (80% of rate) if:
- a) The employee is eligible under Article 44.1;
 - b) The employee has exhausted all seniority rights;
 - c) The employee has the prerequisites for the course; and
 - d) There is a likelihood of employment within the Company at the end of the course.
 - i) Training will not be provided for displacement purposes.
 - e) In the case of employees with twenty (20) or more years of service, training may be provided to qualify the employee for employment within or outside the Company's industry.
- 47.2 The Company will pay the tuition and books or other necessary supplementary expenses associated with such training program.
- 47.3 The employee must accept employment for which s/he is trained or forego any further benefits.
- 47.4 Upon request, the subject of training of an employee or groups of employees under any of the above provisions will be discussed by the Business Manager and appropriate officer of the Company. Any unresolved difference between the parties concerning the usefulness of training for future Company service, the necessity of retraining, or the suitability and adaptability of an employee for training, may be progressed to arbitration at Step [3](#).

ARTICLE 48 – RELOCATION EXPENSES

- 48.1 An employee whose position is abolished due to Technological, Operational or Organizational change will be eligible for relocation expenses if:
- a) The employee is eligible under Article 44.1 or has been laid off or displaced by such employee; or

- b) The layoff or displacement is of a permanent nature with the result that in order to hold other work in the Company such employee is required to relocate.

48.2 Relocation benefits will be provided per Article [24](#).

ARTICLE 49 – SPECIAL CASES

49.1 Notwithstanding the provisions of this Section, the parties will meet to discuss special cases involving:

- a) Extenuating circumstances;
- b) **Regular** staff reductions lending themselves to special offers of early retirement.

Discussion of such cases shall not be subject to arbitration.

Any benefits paid as a result of these discussions will not exceed the cost of moving the employee to the closest location where they could displace or fill a vacancy to maintain employment.

DEFINITIONS

- Temporary Position A vacancy or new position the duration of which is known to be of more than thirty (30) days but not more than one (1) year.

- Regular** Position A new **regular** position or one which becomes available either by virtue of an employee leaving the service, transferring to another **regular** position or by a temporary position extending beyond one (1) year.

SECTION 7 – PREVENTING VIOLENCE IN THE WORKPLACE: HARASSMENT POLICY AND PROCEDURE

General

All employees have the right to enjoy a working environment free of harassment and each employee of Northwestel shares in the responsibility of creating and maintaining a workplace free from harassment by conducting themselves in a respectful and professional manner. It is NorthwesTel's policy that any and all forms of harassment are prohibited and will not be tolerated. Retaliation against an individual or group making a complaint or witnesses to the event is likewise prohibited and will not be tolerated.

The company will make every reasonable effort to ensure that no employee is subject to harassment and will act positively to investigate all alleged harassment claims and effectively remedy them when an allegation is determined to be valid. All complaints of harassment will be held in the strictest confidence, subject to discussions that are required to take place during an investigation process. Each employee is to assist in the prevention of harassment by reading, understanding and adhering to the company's harassment policy and complaint resolution procedure.

This policy applies to each employee of Northwestel Inc. and its subsidiaries, and their interaction with suppliers, contractors, and customers alike.

Definitions

For the purpose of this policy, the word harassment will refer to all forms of harassment.

Personal Harassment

Personal harassment includes, but is not limited to, any behaviour, statement or practice that the individual performing it knows, or ought reasonably to know, is unwelcome, belittles, causes personal humiliation and/or has adverse effects on an individual's employment or job performance. Harassment can be a single incident or an ongoing situation. Harassment is prohibited behaviour that target a person or group based on their race, color, place of origin, ancestry, gender, age, marital status, religious beliefs, mental and physical disability, sexual orientation, receipt of public assistance, political convictions, membership in a Union, or any other criterion outlined in the Canadian Human Rights Act.

Sexual Harassment

Sexual harassment is any sexual solicitation or other sexually-oriented remarks, conduct or contact by a person or group who knows, or ought reasonably to know, that such conduct is unwanted and;

- (a) is likely to cause offence or humiliation to an employee; or
- (b) might on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Complainant

A complainant is any person making an allegation of harassment under the conditions of this policy.

Respondent

A respondent is an individual or group against whom there has been an allegation of harassment.

Examples of Harassment

Examples of harassment include:

- Verbal abuse or threats;
- Unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, age, marital status, ethnic or religious origins, etc;
- Displaying of pornographic or other offensive or derogatory pictures;
- Practical jokes which cause awkwardness or embarrassment;
- Unwelcome invitation, or requests, whether indirect or explicit;
- Leering or other gestures;
- Unnecessary physical contact such as touching, patting or pinching;
- Physical assault; and
- Condescending remarks that undermine another person's self-respect.

This list is intended to illustrate the variety of forms that harassment may take and is not meant to be exhaustive.

Harassment does not include:

- Managing, counseling, performance improvement planning or implementation of disciplinary action that is a management requirement;
- Social and friendly interactions between employees that **are** mutually agreed to by all parties and is not offensive or unwanted; or
- All conflict within the workplace. Disagreements are a normal part of any workplace. Positive and early resolution of these conflicts is required to avoid the possibility of the situation evolving into harassment.

Harassment can occur in or outside of the workplace. For behavior to be considered harassment there must be some link to the employment relationship.

Authority

The Manager, **Labour** Relations or Human Resources Consultant will oversee the investigation of all harassment complaints. If the Manager, **Labour** Relations or Human Resources Consultant is the alleged offender, the complaint may be filed directly with the **Director**, Human Resources.

Complaint, Investigation and Resolution

Informal Resolution

Where possible, employees who believe they are being harassed should directly request the harasser to cease the offensive conduct. This request could be made with the assistance of a supervisor or any individual the complainant feels comfortable with (e.g. a Union representative). Alternatively, the employee could seek the assistance of the immediate supervisor, Manager, **Labour** Relations or Human Resources Consultant (depending on location and/or who is available) in requesting the conduct to cease. When notified of a possible harassment situation the Human Resources representative will notify both the senior manager within the location where the alleged harassment occurred as well as the Vice-

President of the affected department. In a case where the senior manager or Vice- President is the alleged offender their supervisor will be notified.

Formal Resolution

If the person who feels harassed has discussed the situation with the alleged offender in an attempt to resolve the problem and the situation persists, or if he or she is not comfortable in approaching the alleged offender, he or she is encouraged to bring the complaint to the attention of the Manager, **Labour** Relations or Human Resources Consultant. A written complaint is to be prepared and submitted by the complainant. The complaint should include details of the incident and person involved.

Once it has been determined that an investigation is warranted, the Manager, **Labour** Relations or Human Resources Consultant or designate, will conduct an investigation. The senior manager in the location and the Vice President of the affected department will be advised that an investigation has commenced. Investigations will proceed as quickly as possible maintaining strict confidentiality, subject to any discussions that are required in the course of the investigation. Interviews will be conducted with involved parties and witnesses. All information will be documented and a written report of the investigation findings will be prepared and submitted in confidence to the Director Human Resources. The **Director**, Human Resources will render a decision in a timely manner and will advise the Manager **Labour** Relations, or Human Resources Consultant, the complainant, the respondent, and the manager of the affected area, of the decision in writing.

Substantiated Claim

Should it be determined that, based on the investigation and report, an employee has committed an act or acts constituting harassment, the entire range of disciplinary actions from verbal reprimand to dismissal may be imposed. Severity of discipline will be determined by a number of considerations such as the incident itself, context of the situation, past behaviour of the respondent, etc. Remedial action such as retraining, changes to policies, procedures and practices, awareness programs and follow-up may also be recommended.

Unsubstantiated Claim

If it is determined that the claim is unsubstantiated the findings will be explained separately to the complainant and respondent. It will be stressed that finding a claim unsubstantiated does not automatically mean the claim was false.

False or Malicious Claims

If a claim is found to be false, frivolous or malicious the complainant may be subject to disciplinary measures ranging from reprimand to dismissal.

Documentation

All documentation relating to the investigation is kept separate from the employee files of either the complainant or respondent. Details of disciplinary action and a summary of investigation findings will be placed in the employee's personnel file.

SECTION 8 – LETTERS OF UNDERSTANDING (LOU)

LOU NO.1 – GENERAL UNDERSTANDING

February 2017

Mr. Bud McCue
Business Manager
IBEW, Local 1574
Whitehorse, YT

Dear Mr. McCue:

The Company agrees, that other than the changes noted below, benefits will not be changed during the life of the Agreement except by virtue of law or with mutual consent.

NorthwesTel Calling Card for Union Business

The Company will provide a calling card to the Union with the understanding that the Union will use it for the purpose of conducting business relating to NorthwesTel members only.

Company Housing

During the term of the Collective Agreement, the Company will review the current housing program and determine if any changes in format or structure are required. Any changes will be discussed with the Union.

Northern Living Allowance / Vacation Travel Allowance

During the term of the Collective Agreement, the Company and the Union will review the current Northern Living Allowance / Vacation Travel Allowance frameworks and determine if any changes or shifts will be made.

Any shift in frameworks will be discussed with the Union and focus on alignment with respect to collective interests of ensuring that employees are receiving fair and equitable compensation for regional differences within our operating area, that the framework is replicable and can be easily reviewed and sustained over time, that the framework is neutral with respect for employee mobility between locations and is competitive with respect to recruitment and retention.

SUB Plan

The Company will submit an application to Employment Services and Development Canada (ESDC) for its approval of the revisions to the SUB Plan.

Winter Clothing Policy

The Policy will be revised to allow for employees to purchase items from alternative suppliers and submit expense claims for reimbursement. In addition, the items supplied will be reviewed as well as frequency of entitlement.

Life Insurance - Retirees

Life insurance in the amount of five thousand dollars (\$5,000.00) will be provided to retirees (defined as collecting a pension with at least ten (10) years of continuous service).

Pension Undertaking

The Company will maintain a corporate pension plan for the benefit of employees and retirees.

Employee Discount Plan

During the term of the Agreement, the employee discount plan will be in place.

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.2 – BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES

Effective January 1, 2014, unassigned part-time employees, assigned part-time employees, temporary part-time employees, temporary full-time employees and Community Service Technicians shall not participate in the benefit plan, but upon completing four hundred ninety (490) hours of continuous service shall receive two dollars and twenty-five cents (\$2.25) per hour in lieu of benefits in addition to their regular wages which shall be in addition to, where applicable, shift differentials.

Temporary employees, who work a minimum of three (3) consecutive calendar months in a full-time capacity (i.e. Temporary Full-Time), shall be eligible for full benefits as per the criteria outlined in the Collective Agreement on the first (1st) day of the calendar month following the month they become eligible. These benefits include Life Insurance (and AD&D), Dental Plan, Extended Health, Vision Care and Sick Leave (as per Article 11 criteria). In the event the temporary full-time assignment ends and the employee does not transfer to **regular** full-time position s/he shall immediately cease being eligible for such benefits and would be entitled to receive the payment in lieu of benefits as per the procedures and criteria outlined in the first paragraph, on the date eligibility for benefits ceases.

In no case would an employee be eligible for both benefits and payment in lieu of benefits (it can be only one or the other). For employees who are eligible for benefits, the onus is on the employee to apply for benefit coverage and to ensure enrollment forms are properly completed.

Lisa Beck
Director, Human Resources
Northwestel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.3 – SUBSIDIZED TAXIS

Whitehorse YT & Yellowknife NT

1. During the hours between 7:01 a.m. and 8:59 p.m., subsidized taxi service will not be provided. Subsidized taxi service will only be provided between 9:00 p.m. and 7:00 a.m.
2. The employee pays thirty percent (30%) of the fare to the taxi driver; the Company pays seventy percent (70%) when billed.
3. Subsidized taxis are for employees going on or off assigned shifts.
4. Subsidized taxi benefits will only be provided within the city limits.

Iqaluit

1. Subsidized taxis are for employees that are going on or off assigned shifts between midnight and 7:00 a.m. inclusive. The Company will pay for the full cost of the fare.
2. Subsidized taxi benefits will only be provided within the city limits (including Apex).

Lisa Beck
Director, Human Resources
Northwestel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.4 – COMBINATION OF INSTALLATION AND MAINTENANCE JOB PROFILES

The following items are agreed to by the Union and the Company:

1. It is the Company’s intention to have Equipment Installation duties and responsibilities included into the Maintenance Technicians job function/job profiles. Both the Company and the Union recognize that it is beneficial to both the Company and the technicians to develop their skills by taking on new responsibilities since this will ensure the future viability of the Company and provide continued employment opportunities for Union members.
2. The aforementioned intention is subject to the following:
 - a) Technicians will not be asked to perform duties for which they are not trained or competent unless the following assistance is provided:
 - i) Formal training;
 - ii) Direction/assistance from qualified technician; and
 - iii) Proper tools, equipment, test gear.
 - b) Installation work scheduled outside the Technician’s geographic region will be in accordance with Article 29.13. During this **shift** assignment, the Company will schedule the employee a minimum of eight (8) hours overtime for every seven (7) calendar day period. Upon completion of the **shift**, the technician will be permitted to return to headquarters location for a minimum of five (5) days and where possible, upon request, at least one (1) day could be a VOT day.
 - c) The Company will continue to work with the affected employees to ensure all projects are planned in a timely manner. During the project planning phase, the Technician’s Manager will solicit input from affected staff with respect to optimal scheduling, so that the staff can advise the Manager about travel preferences, any restrictions on their availability or vacation which is scheduled. Scheduling of installation work will, as much as possible, be by mutual consent. However, if there are any conflicts with respect to preferences and there is no other available qualified staff from the affected group, the Manager will schedule the Technician who is qualified with the least seniority.
 - d) The affected department will be provided with opportunities to minimize the duration of travel per project, e.g. preparation of equipment in the headquarters location, proper mobilization / demobilization of all materials, tools, equipment and staff.

Lisa Beck
Director, Human Resources
Northwestel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.5 – TEAM INCENTIVE PLAN

Both parties agree that Union members will participate in the Team Incentive Plan (TIP) based on the current indicators (based on business targets approved by the Board of Directors) and current plan requirements. The Target percentage would be set at 1.5% (at 100% of all targets being met) based on the average annual bargaining unit salary for each of the plan years (2017, 2018, 2019 and 2020). The percentage may range from 0.0% (if no indicators are met or if threshold indicator is not met) at 3.0% (if all indicators achieve the 200% level). In the event of a payout, the Company will make all possible efforts to ensure that it will be made before the RRSP deadline relating to the plan year.

It is agreed that at the conclusion of this Collective Agreement, this LOU will no longer be in effect.

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.6 – EXPEDITED ARBITRATION

The parties agree to jointly develop the expedited arbitration process during the term of this Agreement based on the following principles:

1. Hearings will be short and conducted in an informal manner. The parties will try to ensure that hearings not exceed one (1) day. Decisions shall be issued in writing within one (1) week of the conclusion of the hearing.
2. The parties will agree on an Arbitrator to conduct the hearings who shall serve for a specific period of time.
3. The parties will not be represented by practicing lawyers at the hearings.
4. There will be full disclosure by the parties of the evidence, precedents and documents in advance of the hearing.
5. The parties will try to minimize the use of witnesses at the hearings.
6. The parties will try to use concise arguments at the hearings.
7. The Arbitrator will have the power to accept any evidence that s/he rules reliable and relevant.
8. The Arbitrator will have the power to mediate between the parties at any stage of the process by encouraging a settlement or suggesting possible outcomes.
9. Any decision of the Arbitrator will be made without prejudice and will not be a precedent for future proceedings unless the parties agree.
10. Decisions will be final and binding.
11. All costs associated with the Arbitrator (e.g. fees, travel, accommodation and per diems) and facility fees will be borne equally by both parties.

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.7 – TRANSITION OF WHTV EMPLOYEES EFFECTIVE JAN 1 2009

Employees:

Tricia Stevenson, Debra Sumner, Cory Bruneau, Peter West, Robert Sinclair, Jessica Willie (nee Sjodin), Mike Butler.

Employees will move into the NorthwesTel **IBEW** Collective Agreement in their respective classifications and slotted into the wage scale (nearest fit, but not less than their current wage).

All terms and conditions of the NorthwesTel **IBEW** Collective Agreement will apply to the above employees, except as follows (which are in lieu of NorthwesTel's benefits):

1. RRSP Plan

The current RRSP plan will continue:

- a) Employee contributes five percent (5%) of basic wages per month; and
- b) Company also contributes five percent (5%) for each employee basic wages.

2. Vacation

- a) Less than four (4) years of service – fifteen (15) working days;
- b) Four (4) years of service but less than thirteen (13) years of service – twenty (20) working days;
- c) Thirteen (13) years of service but less than twenty (20) years of service – twenty-five (25) working days;
- d) Twenty (20) years of service or more – thirty (30) working days.

3. Statutory Holidays

The statutory holiday in February, "Heritage Day", will be replaced with the "floating holiday".

Note: If any of the individuals listed above should change positions, through their own initiative, their wages would change accordingly to reflect the new role. However, the above three (3) benefits will remain the same until the individual is no longer employed at NorthwesTel, Inc.

4. **Head End Technician**

The Company established the position of Head End Technician within the Technical Group. Mike Butler will be grandfathered into this Technical position and receive a five percent (5%) premium on his regular rate of pay while he remains in this position.

"This memorandum of Understanding will terminate on the date that all individuals listed within are no longer employed by NorthwesTel, Inc."

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.8 – FLEXIBLE WORK ARRANGEMENTS

The Company and **the Union** recognize the need to maximize productivity and operating efficiency while recognizing the needs of employees for flexibility in work arrangements.

Requests for Flexible Work Arrangements may be established by mutual agreement and will not be unreasonably denied by the Department Supervisor or Manager **provided such an agreement has business merit**. All arrangements are temporary and subject to approval by the Manager, **Labour Relations** and the Business Manager prior to implementation.

Flexible work arrangements will not directly violate the provisions and definitions within the Collective Agreement including but not limited to the following:

1. Normal hours of work **per week** for each division will be maintained for each classification.
2. Variations to **regular** hours of work will not result in any additional costs to the company **resulting from** flexible work arrangement variations.
3. Overtime as outlined in Article 18 will continue **to be applicable to hours deemed outside of the approved flexible work** arrangements.
4. Authorized overtime will apply after the normal basic hours of work for the week; **for example thirty-seven and one-half (37.5) hours for Clerical, forty (40) hours for Technical.**
5. Modifications to hours of work per day will not exceed a maximum of ten (10) hours per day **unless mutually agreed between the employee and the Manager.**

Each flexible work proposal will be considered on an individual basis after taking into account the nature of work, and the needs of the employee, supervisor and organization. Any proposal that is not approved may be subject to appeal **to** the Manager, **Labour Relations** and the Business Manager with the reasons for denial provided upon request by the employee.

An agreement outlining the arrangements and clear performance expectations will be discussed and signed by the employee, **the Manager** and **the Union**. A copy of the agreement will be forwarded to the Union.

Lisa Beck
Director, Human Resources
Northwestel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.9 – CRIMINAL RECORDS CHECK

Effective October 1, 2008, the Company and the Union agree to Bargaining Unit employee criminal record checks with the following conditions:

1. The Manager, Corporate Security will hold and file any/all copies of RCMP / Police Services Criminal Records Checks submitted by or regarding Bargaining Unit employees with his/her office. The Manager, Corporate Security is the sole and duly authorized holder of these documents. A document may be made available to customers indicating that a specific employee has completed a criminal records check. Both parties are also aware that certain customers require either the original or a copy of the RCMP 3584e form.
2. In certain situations, customers may require employees to undergo a Formal Criminal History Search / RCMP form C-216-C, Fingerprint Check. Where this search is required, employees will show the Manager, Corporate Security his/her original 3584e in order for the Manager to verify and satisfy customer requirements. The Manager, Corporate Security will indicate and sign on the required documents that s/he has witnessed the results of the Criminal History Search.
3. The Company will not keep any copy of employee fingerprints in any of its files.
4. The purpose in requiring employees to submit to these checks is to enable the Company to be continually compliant with respect to their business customers' security requirements.
5. The Company is required to follow all legislation with regards to PIPEDA.
6. A current list of all affected employees will be forwarded to the Union as soon as possible. Additions or deletions to said list will be forwarded to the Union without undue delay.

Lisa Beck
Director, Human Resources
Northwestel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.10 – SUMMER STUDENTS

The Company and the Union agree that a “student” is defined as a person who is employed for a period not to exceed four (4) months, unless mutually agreed between the parties to extend the term. A “student” is currently a student in a school, college, university, or other educational institution prior to being employed by the Company or who may be working under a co-operative work study program. A “student” is a temporary employee who is intending to return to school at the end of the vacation period or work study program.

Students shall not accrue seniority but they shall pay Union dues. Students shall not be paid Collective Agreement wages in accordance with their job classification. Students are not eligible to receive the Northern Living Allowance, floating holiday or benefits.

Students shall be terminated at the end of the school vacation period or work-study program and no grievance may be filed with respect to such termination.

Lisa Beck
Director, Human Resources
Northwestel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.11 – SEASONAL RELIEF

In an effort to address the Company’s future requirements with respect to Seasonal Relief / Relief Employees, the Company and the Union are committed to working collaboratively to support the assessment and future development of a seasonal / relief work group and processes that will provide an opportunity for employees while ensuring that the Company is able to meet its operational requirements.

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.12 – COMMUNITY SERVICE TECHNICIAN – BEHCHOKO, NT

This Letter of Understanding is to establish an agreement between the Company and the Union that there is a need for a one-half (1/2) time Community Service Technician in Behchoko, NT. It has been pointed out that the frequent travel to and from this community is a safety issue, and Technicians are travelling to this community several times a week. This Letter of Understanding will be reviewed at the expiration of the current Collective Agreement.

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.13 – COMMUNITY SERVICE TECHNICIAN – TUKTOYAKTUK, NT

This Letter of Understanding is to establish an agreement between the Company and the Union regarding the continued use of a Community Service Technician in Tuktoyaktuk, NT. The community is slated to receive road access in the Fall of 2017. The Company and the Union agree that there is a need for a Community Service Technician in that community for the term of this Agreement.

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.14 – COMPRESSED WORKWEEK – CLERICAL (INCLUDING CUSTOMER SERVICE GROUP)

This letter is to record the agreement between the Company and the Union regarding the implementation of compressed workweeks for employees covered by Section 3 of the Collective Agreement. The terms and conditions of the compressed workweek are outlined below:

- a) Compressed workweek arrangements will consist of three (3) shifts of nine and one-half (9.5) hours each and one (1) shift of nine (9) hours, scheduled on consecutive days and can be scheduled Monday through Sunday.
- b) Regular full-time employees will be eligible to participate in the compressed workweeks;
- c) Compressed workweek arrangements will be offered to employees in order of seniority within departments and locations where the Company determines that there is a business need or advantage to do so;
- d) Employees working a compressed workweek will be paid overtime rates for all hours worked in excess of the shift hours per day identified in (a) and 37.5 hours per week.

The parties agree to meet on a regular basis to discuss the functioning of this compressed workweek and extended hours agreement.

Lisa Beck
Director, Human Resources
NorthwestTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.15 – COMPRESSED WORKWEEK AND EXTENDED SHIFTS – TECHNICIANS

This letter is to record the agreement between the Company and the Union regarding the implementation of compressed workweeks, and extended shifts for Technicians covered by Section 2 of the Collective Agreement. The terms and conditions of the compressed workweek and extended shifts are outlined below:

- a) Compressed workweek arrangements will consist of four (4) x ten (10) hour shifts, scheduled on consecutive days and can be scheduled Monday through Sunday;
- b) Extended shifts will consist of shifts scheduled for eight (8) hours per day, on consecutive days between Monday and Sunday which extend beyond 6:00 p.m. up to 8:00 p.m.;
- c) Regular full-time employees will be eligible to participate in the compressed workweeks and extended shifts on a volunteer basis;
- d) Compressed workweek arrangements will be offered to Technicians in order of seniority within departments and locations where the Company determines that there is a business need or advantage to do so;
- e) Extended shift arrangements will be offered to Technicians in order of seniority within departments and locations where the Company determines that there is a business need or advantage to do so. In the event there are not enough volunteers for these extended shifts, the extended shifts will be mandatory for the least senior Technicians beginning in reverse order of seniority.
- f) Employees working a compressed workweek will be paid overtime rates for all hours worked in excess of ten (10) hours per day and forty (40) hours per week;
- g) Employees working extended shifts will be paid two dollars (\$2.00) per hour, in addition to their basic personal salary for work performed between 6:00 p.m. and 8:00 p.m.

The parties agree to meet on a regular basis to discuss the functioning of this compressed workweek and extended hours agreement.

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.16 – EXTENDED SHIFTS – CLERICAL EMPLOYEES

This letter is to record the agreement between the Company and the Union regarding the implementation of extended shifts for Clerical employees (excluding Customer Service Group) covered by Section 3 of the Collective Agreement. The terms and conditions of the extended shifts are outlined below:

- a) Extended shifts will consist of shifts scheduled for 7.5 hours per day, on consecutive days between Monday and Sunday which extend beyond 6:00 p.m. up to 8:00 p.m.;
- b) Regular full-time employees will be eligible to participate in the extended shifts on a volunteer basis;
- c) Extended shift arrangements will be offered to employees in order of seniority within departments and locations where the Company determines that there is a business need or advantage to do so. In the event there are not enough volunteers for these extended shifts, the extended shifts will be mandatory for the least senior employee beginning in reverse order of seniority;
- d) Employees working extended shifts will be paid two dollars (\$2.00) per hour, in addition to their basic salary for work performed between 6:00 p.m. and 8:00 p.m.

The parties agree to meet on a regular basis to discuss the functioning of this compressed workweek and extended hours agreement.

Lisa Beck
Director, Human Resources
Northwestel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.17 – EXTENDED SHIFTS – CUSTOMER SERVICE GROUP AND RETAIL SALES ASSOCIATES

This letter is to record the agreement between the Company and the Union regarding the implementation of extended shifts for Customer Service Group and Retail Sales employees covered by Sections [3](#) and [4](#) respectively of the Collective Agreement. The terms and conditions of the extended shifts are outlined below:

- a) Extended shifts will consist of shifts scheduled for 7.5 hours per day, on consecutive days between Monday and Sunday which extend beyond 6:00 p.m. up to 9:00 p.m.;
- b) Regular full-time employees will be eligible to participate in the extended shifts on a volunteer basis;
- c) Extended shift arrangements will be offered to employees in order of seniority within departments and locations where the Company determines that there is a business need or advantage to do so. In the event there are not enough volunteers for these extended shifts, the extended shifts will be mandatory for the least senior employee beginning in reverse order of seniority;
- d) Employees working extended shifts will be paid two dollars (\$2.00) per hour, in addition to their basic salary for work performed between 6:00 p.m. and 9:00 p.m.

The parties agree to meet on a regular basis to discuss the functioning of this extended hours agreement.

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.18 – MEDICAL, DRUG AND ALCOHOL TESTING REQUIREMENTS FOR CUSTOMER SITES

The Company and the Union jointly recognize that adhering to customer corporate policies in order to secure project work for employees is essential in ensuring the continuing viability of NorthwTel as a business entity. Such requirements are especially emphasized by customers in the areas of Health & Safety screening requirements that may include but are not limited to:

- Medical testing for illnesses such as tuberculosis, physicals, chest x-rays, electrocardiographs (ECG), blood work;
- Drug screening for such substances as marijuana, opiates, cocaine, amphetamines and phenylcyclidines (general);
- Alcohol screening (general);
- Reasonable Cause Drug and Alcohol Testing;
- Post-incident Drug and Alcohol Testing; or
- Signing of medical waivers.

The costs of these procedures will be borne by the Company. All tests will be conducted by a third party and the results made available to the Director, Human Resources. Both parties are required to follow the legislation with regards to the Personal Information Protection and Electronic Documents Act (PIPEDA).

Participation by the employee in the required testing is voluntary. Employees who do not wish to participate will not be required to work on the customer's site. In the event that none of the qualified bargaining unit employees are willing to participate in the testing, the Company reserves the right to obtain contractor assistance to complete the work required by the customer.

The purpose in requiring employees to submit to this testing is to enable the Company to be continually compliant with respect to the customer's health and safety requirements.

Lisa Beck
Director, Human Resources
NorthwTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.19 – WAGE INCREASE SCHEDULE 2017 TO 2020

The following across-the-board wage increase schedule shall apply to all classifications except Sales for the term of this Collective Agreement:

- a) Year 1, January 1, 2017 – 1.9%
- b) Year 2, January 1, 2018 – 2.0%
- c) Year 3, January 1, 2019 – 2.0%
- d) Year 4, January 1, 2020 – 2.0%

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date

LOU NO.20 – LUMP SUM PAYMENT

As part of the settlement of this Collective Agreement, a lump sum payment of five hundred dollars (\$500.00) will be provided for all employees covered under this Collective Agreement, except those employees in the Technical/Trades Group, in the pay period immediately following the signing of this Collective Agreement as can be processed through the Payroll Department of the Company.

Lisa Beck
Director, Human Resources
NorthwesTel Inc.

Bud McCue
Business Manager
IBEW, Local 1574

Date

Date