

**COLLECTIVE AGREEMENT BETWEEN BRUCE TELECOM ONTARIO INC. AND
CUPE LOCAL # 255.10 – MAINTENANCE & CONSTRUCTION
January 1, 2018 – December 31, 2020**

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This Agreement made as of the 1st day of January 2018

BETWEEN:

BRUCE TELECOM ONTARIO INC.

(hereinafter called the “Employer”)

PARTY OF THE FIRST PART

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL # 255.10 – MAINTENANCE & CONSTRUCTION UNIT**

(hereinafter called the “Union”)

PARTY OF THE SECOND PART

ARTICLE 1 – PREAMBLE

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

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

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

Now, therefore the parties agree as follows:

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

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

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2.02 Not Discriminatory

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

ARTICLE 3 – RECOGNITION & NEGOTIATIONS

3.01 Bargaining Rights

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

3.01a Any new, non-management position that is created at Bruce Telecom will be part of the Collective Bargaining Unit, excluding those in the Information Systems, Human Resources and Payroll departments to a maximum of five (5).

3.02a Work of the Bargaining Unit

Non-Unionized staff shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction or in emergencies when regular employees are not available, and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any unionized employees.

3.02b Technology Changes

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

3.03 No Other Agreement

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

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ARTICLE 4 – NO DISCRIMINATION

4.01 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, colour, national or ethnic origin, religion, sex, sexual orientation, family status, marital status, disability, a conviction for which a pardon has been granted nor by reason of his/her membership or activity in the Union. The Union similarly agrees that it will not discriminate against employees and shall abide by the *Canadian Human Rights Act*.

ARTICLE 5 – CHECK-OFF OF UNION DUES

5.01 Check-off

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

5.02 Deductions

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

ARTICLE 6 – LABOUR-MANAGEMENT RELATIONS

6.01 Representation

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

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

6.02 Bargaining Committee

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

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6.03 Representatives of Canadian Union

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

6.04 Time Off for Meetings

Any representative of the Union on the Labour Relations Committee or the Bargaining Committee who is in the employ of the Employer shall have the privilege of attending Committee meetings held within working hours without loss of remuneration provided that their attendance is required. Stewards will be paid regular pay to cover time spent after hours if specifically requested by the Employer to deal with Union/Management related matters.

6.05 Health and Safety Representatives

The Union shall have the right to appoint a health and safety representative to the Safety & Health Committee with full authority to act, as per the Canada Labour Code, Part II.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Election of Stewards

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

7.02 Names of Stewards

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

7.03 Grievance Committee

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

7.04 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes, and presenting

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adjustments as provided in this Article. The Union understands and agrees that each steward is employed to perform full time work for the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no steward shall conduct union business that does not directly impact the Employer without obtaining permission from his/her manager, in which a response shall be given within an hour. Requests for leave will be kept to a minimum.

7.05 Definition of Grievances

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

7.06 Settling of Grievances

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

- Step 1** The Aggrieved employee(s) shall submit the grievance to his/her Steward.
- Step 2** If the Union Steward considers the grievance to be justified, the employee(s) concerned, together with his/her Steward, shall first seek to settle the dispute with the employee's Manager.
- Step 3** Failing satisfactory settlement within two (2) working days after the dispute was submitted under Step 2, the employee(s) concerned, together with the Steward, will submit to the President/CEO a written statement of the particulars of the grievance and the redress sought. The President/CEO shall render his decision in writing within four (4) working days after receipt of such written statement.
- Step 4** Failing satisfactory settlement in Step 3, the Union may within ten (10) working days request in writing a meeting with the Board of Directors. The request of the Union must include a written statement detailing the position of the Union with respect to the grievance. The meeting must be held during regular business hours within twenty (20) working days of the request, or at such other time as mutually agreed upon. The President/CEO and the Manager of Human Resources shall be present at the meeting. The Employer will supply the necessary facilities for the grievance meetings. The Board will render its decision in writing within five (5) working days of the said meeting or such longer time as mutually agreed upon.
- Step 5** Failing settlement at Step 4, the Union may request that the parties agree to mediate the dispute using the services of a Mediator who is chosen by mutual agreement. The cost associated with the hearing shall be equally shared by the

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Union and the Employer. Every effort shall be made to schedule mediation within sixty (60) days of the final decision of Step 4.

Step 6 If after Step 4 of the grievance procedure, either party desires that the grievance be referred to arbitration it shall notify the other party in writing of its intention within thirty (30) days.

7.07 Safety Concern

An employee or group of employees who believe they are being required to work under conditions which are unsafe or unhealthy shall follow the Internal Complaint Resolution process as outlined in Company health and safety procedures and the Canada Labour Code, Part II. If unresolved, the employee has the right to file a grievance.

ARTICLE 8 – ARBITRATION

8.01 Access to Arbitration

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

8.02 Appointment of Arbitrator

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

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

8.03 Procedure

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

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8.04 Decision of the Arbitrator

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

8.05 Expenses

Each party shall pay:

1. The fees and expenses of the party's appointee if one is appointed pursuant to Clause 8.02.
2. One-half of the fees and expenses of the Arbitrator or Chairman.

8.06 Amending of Time Limits

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

8.07 Access to Premises

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

8.08 Unjust Suspension or Discharge

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

8.09 Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of, or omission referred to, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the steward of the Union, with a copy to the employee involved.

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ARTICLE 9 – SENIORITY

9.01 Seniority List

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

An up-to-date seniority list for both full-time and part-time employees shall be made available to employees.

9.02 Probationary Employees

The employment of a newly hired employee shall be on a probationary basis until he/she has actually worked for a period of accumulated work time comprising four (4) months from the date of his/her hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. It is expressly acknowledged that the Employer may terminate a probationary employee without cause if the Employer has no need for the employee or considers him/her to be in any way unsuitable for or unacceptable in his/her position. The employment of a probationary employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 4, as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment or as per 9.01 for part-time employees. By mutual agreement of both parties the probation period may be extended for a further period of up to four (4) months.

9.03 Loss of Seniority

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

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

1. He/she is discharged and is not reinstated through the grievance procedure.
2. He/she resigns in writing.
3. He/she is absent from work in excess of five (5) working days without notifying the Employer, unless giving such notice was not reasonably possible.

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4. He/she fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless such failure is due to sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address.

5. He/she is laid-off for a period longer than two (2) years.

ARTICLE 10 – PROMOTIONS & STAFF CHANGES

10.01 Job Postings

When a vacancy occurs, or new position is created, the Employer shall notify the Union in writing and post notice of the position for a period of one week in order that all members will know about the position and be able to make written application therefore. If an employee is absent for any reason, they may notify Human Resources in advance to express interest in a posting.

As a cost management measure, the Employer may reduce positions through attrition. The decision to not backfill positions as a result of these measures or loss of positions within the organizational structure will be discussed with the Union.

10.02 Information in Postings

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

10.03 No Outside Advertising

No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply unless mutually agreed upon with the union to post concurrently.

10.04 Method of Making Appointments

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

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10.05 Union Notification

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

10.06 Classifications

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

10.07 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on the satisfactory service, the employee shall be declared permanent after the period of two (2) months.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. By mutual agreement of both parties the trial period may be extended for a further period of two (2) months.

ARTICLE 11 – LAY-OFFS AND RECALLS

11.01 Lay-off and Rehiring Procedure

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

11.02 No New Employees

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

11.03 Notice of Lay-off

The Employer shall notify employees who are to be laid off fifteen (15) working days before the lay-off is to be effective.

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If the employee laid off has not had the opportunity to work fifteen (15) full days after notice of lay-off, he/she shall be paid in lieu of work for that part of fifteen (15) days during which work was not made available. Not applicable to the employees with less than four (4) month's seniority.

ARTICLE 12 – HOURS OF WORK

12.01 Hours

The normal work week for employees shall consist of five (5) eight (8) hour days from Monday to Friday inclusive or Tuesday to Saturday inclusive, for a total of forty (40) hours per week. The normal work day shall not commence before 6:00AM and shall not end later than 8:00PM. No eight (8) hour shift shall be spread over a period longer than nine (9) hours, with one (1) hour or one-half (1/2) hour off for lunch.

The normal work week for Customer Support Representatives shall consist of eight (8) hours per day and 80 hours in a two-week period. Saturday and Sunday will be considered normal work days for technical support.

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

12.02 Break Period

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

12.03 Paid Meal Break

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

12.04 Road Closures

In the event of inclement weather prior to the start of a workday, it is intended employees whose normal route to work is impeded by closed road(s) with no reasonable alternate route will have their regular work hours paid without penalty. The Employer may provide alternate work arrangements to employees if available. Failing alternate work being available, normal hours of work shall be paid.

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In the event that inclement weather closes roads and impedes employee travel during the work day, including their return home, the employee will have their regular hours paid without penalty. Where the employer elects to close office(s), notice shall be given to employees and no one shall suffer loss of regular wages. Upon notice of a closed road, the Employer will notify employees immediately. Employees electing to leave work due to inclement weather or road closure shall notify their direct Manager and advise on the use of vacation time, floater time, banked time or unpaid time.

Provisions for the safety of employees, the payment of hours worked and travel for Company vehicles on a closed barricaded road, are identified in the company policy manual.

ARTICLE 13 – OVERTIME

13.01 Overtime Defined

All time worked beyond an eight (8) hour work day or a forty hour work week, shall be considered as overtime.

13.02 Overtime Rates

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

13.03 Banked Time

All employees will be allowed to bank time, up to 40 hours, non-replenishable. Banked time is accrued at the applicable rate. An employee must have his/her manager's approval prior to banking time. Use of banked time shall be with the approval of the employee's manager.

13.04 Sharing of Overtime

The Employer shall ensure that overtime and call back time shall be divided equally among the employees who are willing and qualified to perform the work that is available. The Employer shall award overtime in order of seniority given the above. There shall be no pyramiding of overtime.

13.05 Overtime During Lay-offs

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

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13.06 Minimum Call-Back Time

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

An employee who is called in and required to work outside his/her regular working hours commencing after 9:00pm shall be paid for a minimum of three (3) hours at overtime rates.

ARTICLE 14 – HOLIDAYS

14.01 List of Holidays

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

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

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

Each employee shall be entitled to four (4) additional days off with pay per year on days mutually agreed to by the employee and the Employer. Employees shall be allowed ten (10) minutes on Remembrance Day to pay their respects at 11:00am.

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

The four (4) additional days must be used between January 1 and December 31 of each year or they will automatically be forfeited. They cannot be carried forward to the next year.

14.02 Holidays Falling on Weekend

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

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

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14.03 Holiday Pay

Provided that the employee meets the eligibility requirements as outlined within the Canada Labour Code Division V General Holidays:

1. An employee who is not required to work on one of the above holidays shall receive holiday pay equal to one normal day's pay
2. An employee who is required to work on such a holiday shall be paid double time for any time worked on the holiday, in addition to holiday pay equal to one normal day's pay

ARTICLE 15 - VACATION

15.01 Vacation

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

| <u>Credited Service</u> | <u>Vacation Entitlement</u> |
|-------------------------|-----------------------------|
| One year or more | Two weeks |
| Two years or more | Three weeks |
| Seven years or more | Four weeks |
| Thirteen years or more | Five weeks |
| Twenty years or more | Six weeks |

One additional day for each year thereafter to a cumulative total of thirty-five (35) days.

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

15.02 Holidays During Vacation

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

15.03 Vacation Pay on Termination

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

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the following vacation year. The proportion shall be based on the number of months worked by the employee in the year of termination divided by twelve (12).

15.04 Vacation Schedules

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

Only one employee in a department may be off at any one time; however where there are six (6) or more employees in a department, two employees from that department may be off at the same time for a period of not more than two weeks. Employees shall not be allowed to take more than three weeks' vacation in the period from June 1st to October 31st, unless mutually agreed upon.

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

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

15.05 Unbroken Vacation Period

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

15.06 Hospitalization While on Vacation

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

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

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

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ARTICLE 16 – SICK LEAVE PROVISIONS

16.01 Sick Leave Provisions

| Length of Service | 100% Pay | 80% Pay |
|-----------------------------------|-----------------|----------------|
| 6 months – less than one (1) year | 2 weeks | 15 weeks |
| One year | 3 weeks | 14 weeks |
| Two years | 4 weeks | 13 weeks |
| Three years | 5 weeks | 12 weeks |
| Four Years | 6 weeks | 11 weeks |
| Five Years | 7 weeks | 10 weeks |
| Six Years | 8 weeks | 9 weeks |
| Seven Years | 9 weeks | 8 weeks |
| Eight Years | 10 weeks | 7 weeks |
| Nine Years | 11 weeks | 6 weeks |
| Ten Years | 12 weeks | 5 weeks |
| Eleven Years | 13 weeks | 4 weeks |
| Twelve Years | 14 weeks | 3 weeks |
| Thirteen Years | 15 weeks | 2 weeks |
| Fourteen Years | 16 weeks | 1 week |
| Fifteen Years | 17 weeks | 0 weeks |

Rules and Regulations: The maximum covered duration for an illness or accident under the STD Plan is seventeen (17) weeks. Each employee’s allotment of 100% weeks is based on a calendar year, and as such, is automatically renewed each January 1st, providing the employee is working on that day. An employee disabled and collecting short term or long-term disability benefits on January 1st, will not be entitled to their new allotment of 100% weeks until they have returned to work on a full-time certified basis.

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

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

16.02 Long Term Disability

After the seventeenth week, if the employee is still disabled he/she will receive 75% of his/her wages up to age 65, subject to all of the conditions and limitations in the applicable insurance contract. Vacation will not accrue while an employee is on Long Term Disability.

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16.03 Group Life Insurance

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

ARTICLE 17 – LEAVE OF ABSENCE

17.01 For Union Business

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

17.02 Union Conventions

Leave of Absence without pay and without loss of seniority shall be granted upon request to the Employer, to employees elected or appointed to represent the Union at Union Conventions or seminars. The total of such time off for all causes and for all employees in this unit combined shall not exceed twenty (20) working days in any calendar year.

17.03 Bereavement Leave

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

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

When the geographical location of the funeral is more than 400 kilometres from Tiverton, the Employer may authorize two (2) additional days' unpaid leave for the purpose of travel.

17.04 Mourner's Leave

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

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17.05 Maternity, Parental and Adoption Leaves

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

17.05a Maternity and Parental Benefits

Provided they qualify for EI payments, regular full-time employees who are eligible for pregnancy leave/parental leave or the regular full-time employee who is the parent designated as the primary caregiver in a legal adoption proceeding shall be paid a benefit in accordance with the company policy.

In order to receive this benefit, the employee must provide the Company with proof that he/she has applied for and is eligible to receive employment insurance (EI) benefits pursuant to the Employment Insurance Act. The grant payment may only be paid upon receipt of proof that the employee is eligible for EI benefits. The simplest "proof of eligibility" is the counterfoil from the employee's first EI cheque.

For those employees on pregnancy/parental leave or in the case of a legal adoption, the primary caregiver shall be entitled to, twenty-five (25) bi-weekly payments dependent on the length of his/her EI entitlement.

Qualifying employees shall be eligible to receive a maximum supplement of \$250.00 per week or that amount which, when added to the employee's normal weekly wage earnings, does not exceed 100% of gross salary.

Supplemental Benefits are subject to eligibility and limitations of the Plan outlined in the company policy.

These payments will only be made if the employee signs an agreement with the Company, providing:

- i. that he/she will return to work and remain in the Company's employ for a period of six (6) months from the date of return to work;
- ii. that he/she will return to work on the date of the expiry of his/her pregnancy leave or his/her adoption leave, unless the employee is entitled to another leave provided for in this agreement;

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- iii. that the employee recognizes that he/she is indebted to the Company for the payments received if he/she fails to return to work as per the provision of subsections (i) and (ii)
- iv. that the employee provides the employer with termination notice from EI confirming eligibility for the term of his/her leave.

17.06 Jury Selection, Jury Duty or Court Witness Duty

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

17.07 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. Employees shall not engage in any other employment while on leave. Vacation will not accrue during a leave of absence in excess of one full month. Benefits will be paid 100% by the employee during the leave of absence and in accordance with any other terms provided by the carrier.

ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES

18.01 Pay Days

The employer shall pay salaries and wages every two weeks on Thursdays in accordance with Schedule “A” and Schedule “B” attached hereto and forming part of this Agreement. On each pay day, an itemized statement of his/her wages, overtime and deductions will be made available to the employee.

18.02 Pay During Temporary Transfers

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

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18.03 Meal Allowance

When a meal is not provided, employees who are required to work more than two (2) consecutive hours overtime in any day or shift, and employees who have assigned work centres and are required to work outside their respective work centre during a meal hour will be paid for a meal at the rate of \$20.00. No receipts are required.

Meal allowances for voluntary attendance at various Bruce Telecom promotional events will be paid at the rate of \$20.00 for every four (4) hours of volunteer time worked.

18.04 Call Out Duty

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

18.05 On Call

Employees designated for on-call duty shall be paid \$1.50/hour for a 118 hour on-call week. The number of hours and pay for an on-call week shall be increased to ensure that there is full on-call coverage whenever one or more paid holidays are to be observed.

The on-call week shall be from 5:00pm until 7:00am weekdays (14 hours), 5:00pm Friday until 7:00am Monday for weekend coverage (62 hours) on a Wednesday to Wednesday rotation, and shall be extended as required to ensure full on-call coverage whenever one or more paid holidays are to be observed.

While on-call, all work performed shall be at prevailing call-out and overtime rates.

Employees designated as on-call shall be supplied with a cell phone and have the use of a company vehicle, solely for the performance of work for the Bruce Telecom system. Said vehicle is not to leave the territory serviced by Bruce Telecom and is not to be used by anyone other than the employee designated as being on-call.

An on-call schedule shall be posted one month in advance. Employees required to be on-call shall be scheduled on a rotation basis. The on-call schedule may not be altered without the mutual consent of the employee and the manager concerned.

Any technician who is able to respond to a call out by correcting the problem without leaving home shall be paid one (1) hour of regular wages. The employee will be required to document all work done from home on his/her timesheet.

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ARTICLE 19 – STAFF BENEFITS

19.01 Hospital and Medical Benefits

The Employer will provide group health and medical benefits as specified within the Group Policy. The Employer shall pay 100% of group health and medical benefits.

19.02 Supplementation of Compensation Award

An employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety Insurance Board as compensable within the meaning of the Compensation Act, shall receive from the Employer for the difference between the amount payable by the Workplace Safety Insurance Board and his/her regular salary not to exceed regular net pay.

19.03 Discounted Telecommunication Services

Bruce Telecom employees will receive discounted services as outlined in the company policy manual. This policy will not be amended during the term of the Collective Agreement. Any future changes to the policy will be made by mutual agreement of the parties.

ARTICLE 20 – UNIFORM & CLOTHING ALLOWANCES

20.01 The Employer shall supply or make available such articles of clothing it deems necessary to be worn on the job for reasons of appearance, health and safety, or as protection against undue wear or damage. The Employer may, at its discretion replace employee's clothing damaged under unusual job conditions.

The Employer will pay 100% of the cost of one (1) pair of safety shoes or safety boots and one (1) pair of overshoes within a 12 month period up to \$200 of the receipted amount.

ARTICLE 21 – GENERAL CONDITIONS

21.01 Proper Accommodation

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

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21.02 Tools & Equipment

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

21.03 Inclement Weather

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

21.04 Job Security

The Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part to any other plant, persons, company or non-unit employees without agreement from the union. No permanent employee thereby shall lose his/her job to contracting out of services or work.

ARTICLE 22 – PRESENT CONDITIONS & BENEFITS

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

22.02 Employee File

An employee shall have access during regular working hours to his/her employee file retained by Bruce Telecom in accordance with company policy. He/she shall have the right to respond to any document contained therein. Such reply shall become part of the permanent record. The employee must not remove any document from his/her file and the employee shall be subject to disciplinary action if he/she removes anything from the file.

22.03 Employee Record

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

22.04 Health benefits will continue to be paid for those employees retiring before the age of 65, whose age and years of service add up to 80. Said health benefits will be paid up to age 65.

22.05 The Letter of Agreement between Bruce Telecom and CUPE Local 255, Maintenance and Construction, signed and dated the same date as this Agreement forms part of this Agreement.

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ARTICLE 23 – PART-TIME EMPLOYEES

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

23.01 Definition

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

23.02 Management Rights

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

23.03 Recognition and Negotiations

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

23.04 Grievance Procedures

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

23.05 Deduction of Union Dues

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

23.06 No Guarantee

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

23.07 Wages

Part-time employees shall be paid for each hour worked according to the wage schedule for the classification in which they are employed.

Part-time employees shall be paid 6% of gross wages to satisfy the Employer's obligations with respect to vacation pay.

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Part time employees are paid statutory holiday pay in accordance with Canada Labour Code guidelines.

23.08 Schedule Changes

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

23.09 Seniority

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

23.10 Bereavement and Mourner's Leave

Part-time employees scheduled to work and requiring time off for bereavement leave shall be granted the time off without loss of salary or wages equivalent to hours scheduled during said leave in accordance with Article 17.03 and 17.04.

23.11 Part-time Employees Paid to Attend Meeting

Part-time staff not scheduled to work during business hours while a departmental meeting is taking place, may, by their own choice and without prejudice, attend the meeting for their information only. Such attendance will be compensated at the regular hourly rate of the part-time employee. Attendance may be in person or via conference call provided by the employer.

23.12 Staff Changes & Promotions

All new part-time hires to Bruce Telecom will remain within their functional role for a period of 12 months before applying to a role outside of that functional area, unless the role represents a full-time permanent opportunity.

All employees who have accepted a temporary assignment will remain within that assignment for the duration of the assigned term before applying for a different temporary assignment, unless the role represents a full time permanent opportunity.

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23.13 Maintenance & Construction

Bruce Telecom may hire three part-time employees to work under the terms and conditions of the Collective Agreement.

The combined hours worked by the three part-time employees are not to exceed 130 in a two-week period, assuming that a full-time employee is being replaced for 80 of those hours.

FOOTNOTES

1. The time interval for all steps of the wage schedule will be the equivalent in hours of twelve (12) months.
2. The time interval for the last two (2) steps of each classification of the wage schedule will be determined by Management.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Effective Date

This Agreement shall be binding and remain in effect from January 1, 2018 to December 31, 2020 and shall continue from year to year thereafter unless either party gives to the other party notice in writing not more than 90 days nor less than 30 days prior to the 31st of December in any year that it desires its termination or amendment.

24.02 Changes in Agreement

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

When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when any position not covered by Schedule “A” is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. The new rate shall become retroactive to the time the position was first filled by an employee.

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24.03 Agreement to Continue in Force


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


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

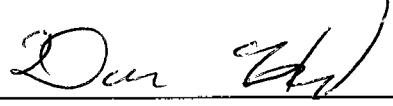
Signed at Tiverton, Ontario this 9th day of JULY 2018.

Signed on behalf of the Bruce Telecom

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







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MAINTENANCE & CONSTRUCTION AGREEMENT - WAGE SCHEDULE A

| | |
|------------------|---|
| Classification 1 | Construction Assistant |
| Classification 2 | Customer Support Technician, Facilities Maintenance, Inventory Control Coordinator |
| Classification 3 | Communications Technician |
| Classification 4 | Senior Communications Technician, Cable Splicer |
| Classification 5 | Network Administrator |

| STEP | HOURLY RATE | CLASS |
|------|-------------|------------|
| 1 | \$20.45 | 1,2,3,4,5 |
| 2 | \$21.73 | 1,2,3,4,5 |
| 3 | \$23.00 | 1,2,3,4,5 |
| 4 | \$24.28 | 1,2,3,4,5 |
| 5 | \$25.56 | 1,2,3,4,5 |
| 6 | \$26.63 | 1,2,3,4,5 |
| 7 | \$27.74 | 1,2,3,4,5* |
| 8 | \$28.90 | 2,3,4,5** |
| 9 | \$30.11 | 3,4,5*** |
| 10 | \$32.68 | 4,5**** |
| 11 | \$34.05 | 5 |
| 12 | \$35.48 | 5***** |

- * Maximum Rate for Classification 1
- ** Maximum Rate for Classification 2
- *** Maximum Rate for Classification 3
- **** Maximum Rate for Classification 4
- ***** Maximum Rate for Classification 5

FOOTNOTES

1. The time interval for all steps of the wage schedule will be the equivalent in hours of twelve (12) months.
2. The time interval for the last two (2) steps of each classification of the wage schedule will be determined by Management.

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MAINTENANCE & CONSTRUCTION AGREEMENT - WAGE SCHEDULE B

Classification 1 Plant Clerk

| STEP | HOURLY RATE | CLASS |
|-------------|--------------------|--------------|
| 1 | \$20.45 | 1 |
| 2 | \$21.73 | 1 |
| 3 | \$23.00 | 1 |
| 4 | \$24.28 | 1 |
| 5 | \$25.56 | 1 |
| 6 | \$26.83 | 1 |
| 7 | \$27.74 | 1* |

* Maximum Rate for Classification 1

FOOTNOTES

1. The time interval for all steps of the wage schedule will be the equivalent in hours of twelve (12) months.
2. The time interval for the last two (2) steps of each classification of the wage schedule will be determined by Management.

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**MAINTENANCE & CONSTRUCTION AGREEMENT - SCHEDULE C
LEADERSHIP DEVELOPMENT: TEAM LEAD / TEAM SENIOR PROGRAM**

To support the development of leadership skills more proactively within the company we propose a team lead ‘rotational’ opportunity for the selection of team leads.

Ensuring we have effective leadership throughout the organization is critical to support growth, innovation and change. A more flexible program will provide interested employees more opportunity to learn, grow, and in turn help the company to achieve more.

This will replace the established team lead & team senior program, and will be formally documented in a corporate policy.

Key program highlights:

- The team lead/team senior “role” is a set of additional duties on top of an existing job description, expected to demonstrate leadership over a work group it is a member of.
- Selection process based on leadership competencies
- Two-year initial term shall be offered, additional one year extensions will be considered if the candidate is successful
- Development & feedback plan established for each team lead/team senior
- Team Lead/Team Senior may terminate the term for personal reasons
- Manager may terminate the term if the Team Lead/Team Senior does not meet defined performance objectives
- Current incumbents term will expire December 31, 2018 and will have an opportunity to participate in 2019 selection process
- All team lead/team senior requirements in a specific business area are established and terminated at the sole discretion of management

| | |
|--|-----|
| Premium for Team Senior | 4% |
| Initial Rate for Team Lead | 4% |
| After successful year 1 for Team Lead | 7% |
| After successful year 2 for Team Lead | 10% |
| After successful year 3 (and further extensions) for Team Lead | 10% |

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January 1, 2018 – December 31, 2020

LETTER OF UNDERSTANDING #1

BETWEEN:

BRUCE TELECOM ONTARIO INC.

and


CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 255.10 -
MAINTENANCE & CONSTRUCTION UNIT

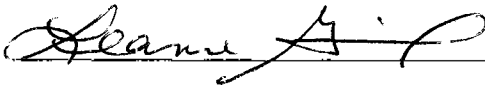
RE: BENEFITS - Great West Life - Policy No: 153370

The parties agree to identify the current benefit policy number in a LOU that states that in the event the Employer elects to change insurance carriers, the letter will be updated identifying the most current carrier and master benefit number. The LOU shall be in accordance with Article 19.01 of the Collective Agreement.


Dated this 9th day of JULY 2018


For Bruce Telecom





For Canadian Union of Public Employees





COLLECTIVE AGREEMENT BETWEEN BRUCE TELECOM ONTARIO INC. AND
CUPE LOCAL # 255.10 – MAINTENANCE & CONSTRUCTION
January 1, 2018 – December 31, 2020

LETTER OF UNDERSTANDING #2

BETWEEN:

BRUCE TELECOM ONTARIO INC.

and

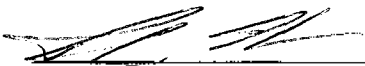
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 255.10 -
MAINTENANCE & CONSTRUCTION UNIT


RE: BRIDGING AGREEMENT

For the purpose of job postings, applicants shall be considered first from the applicable Collective Agreement. Seniority shall be considered merged between the Maintenance & Construction Agreement and the Clerical Agreement.


Dated this 9th day of JULY 2018.

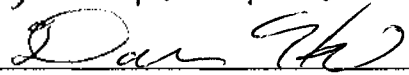
For Bruce Telecom





For Canadian Union of Public Employees





**COLLECTIVE AGREEMENT BETWEEN BRUCE TELECOM ONTARIO INC. AND
CUPE LOCAL # 255.10 – MAINTENANCE & CONSTRUCTION
January 1, 2018 – December 31, 2020**

LETTER OF UNDERSTANDING #3

BETWEEN:

BRUCE TELECOM ONTARIO INC.

and

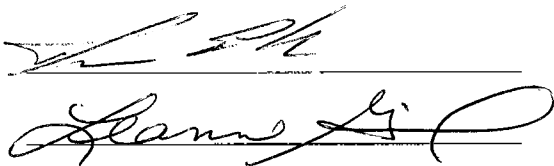
**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #255.10
MAINTENANCE & CONSTRUCTION**

Without prejudice or precedent, the parties agree to the following:

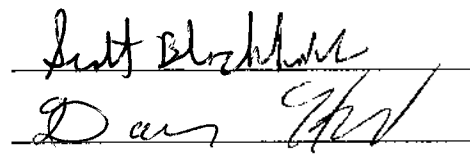
1. A contractor may be used in the field for areas that are new build for installation and splicing of new fibre optic cable. This work must meet the standards of Bruce Telecom as outlined in the signed contract.
2. A contractor may be requested to remediate fibre plant from a previous build which did not meet those standards or was inconsistent with as-built documentation provided at the completion of previous work.
3. Only Bruce Telecom staff will work on fibre optic plant which contains live service or splices.
4. Only Bruce Telecom staff will work on fibre optic plant once it enters a building and/or remote site.
5. A contractor may be used to remediate an emergency service outage provided there is no loss of hours to capable Bruce Telecom employees available to work.

Dated this 9th day of July 2018.

For Bruce Telecom



For Canadian Union of Public Employees



COLLECTIVE AGREEMENT BETWEEN BRUCE TELECOM ONTARIO INC. AND
CUPE LOCAL # 255.10 – MAINTENANCE & CONSTRUCTION
January 1, 2018 – December 31, 2020

LETTER OF UNDERSTANDING #4

BETWEEN:

BRUCE TELECOM

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #255.10
MAINTENANCE & CONSTRUCTION

RE: CONSTRUCTION POSITIONS & LOCATES

The parties agree to the following:

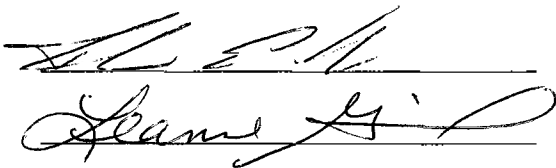
The Employer shall create, post and fill one (1) new permanent, full-time position within the Construction & Maintenance Agreement called Construction Assistant. This position will be placed on Construction & Maintenance, Schedule A, Classification 1.

The current incumbent in the Construction Development Role will have a permanent job title change to be Construction Assistant.

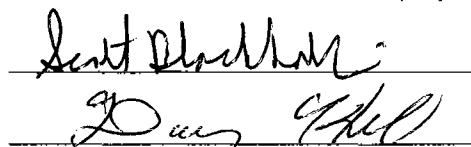
Locates will be contracted out to a third-party for the duration of the Collective Agreement.

Dated this 9th day of JULY 2018

For Bruce Telecom



For Canadian Union of Public Employees



**COLLECTIVE AGREEMENT BETWEEN BRUCE TELECOM ONTARIO INC. AND
CUPE LOCAL # 255.10 – MAINTENANCE & CONSTRUCTION
January 1, 2018 – December 31, 2020**

LETTER OF UNDERSTANDING #5

BETWEEN:

BRUCE TELECOM

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #255.10
MAINTENANCE & CONSTRUCTION**

Without prejudice or precedent, the parties agree to the following:

We recognize that the current nature and scope of the Facilities and Maintenance role requires timely response to emergent issues and often brief interactions with contractors outside of regular office hours.


In order to appropriately compensate for this “on call” arrangement, we agree to pay the incumbent an additional 5 hours, biweekly, at the regular rate of pay.

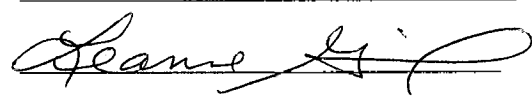
If actual overtime is worked as a result of a maintenance issue, appropriate overtime rates will apply.

The company reserves the right to review this compensation from time to time as work requirements change or at such time as the incumbent leaves this role.

Dated this 9th day of JULY 2018

For Bruce Telecom





For Canadian Union of Public Employees

