

**COLLECTIVE
BARGAINING
AGREEMENT**

between



and



Effective January 1, 2020 – January 1, 2024

MEMORANDUM OF AGREEMENT

BETWEEN

**TELECOMMUNICATIONS WORKERS UNION, UNITED STEELWORKERS 1944
(the "Employer")**

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION
(HEREINAFTER REFERRED TO AS UNITED STEELWORKERS)
ON BEHALF OF LOCAL NO. 2009
(the "Union")**

Errors and Omissions Excepted

Effective January 1, 2020 – January 1, 2024

ARTICLE1 - Preamble

THIS COLLECTIVE AGREEMENT ENTERED INTO THIS 20th DAY OF November 2020
BETWEEN:

TELECOMMUNICATIONS WORKERS UNION, UNITED STEELWORKERS 1944
(Hereinafter referred to as the "Employer")

AND: UNITED STEELWORKERS, LOCAL 2009
(Hereinafter referred to as the "Union")

ARTICLE1 - Preamble

1.01 Purpose of Agreement

The Parties hereto subscribe to the principle of the right to be treated with dignity, respect and courtesy as a fundamental basis of a working relationship. The general purpose of the Agreement is to secure for the Employer, the Union and the employees, the full benefits of orderly collective bargaining, an equitable method of resolving disputes and grievances, and to set forth the conditions of employment to be observed by the Employer and the Union.

ARTICLE 2 – BARGAINING UNIT SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all of its Local Union Representatives across Canada. The bargaining unit in respect of the Employer shall include all persons who perform Local Union Representative duties for or on behalf of the Employer, except for the President, two Vice Presidents and the Secretary Treasurer of USW Local 1944, and those excluded expressly by the Labour Relations Code, or by specific agreement between the parties.
- 2.02 There will be no erosion of the bargaining unit by expansion of the excluded staff or officers of the Employer. If the Employer introduces any new job classifications or titles to the operation, the parties will meet to discuss details, including appropriate bargaining unit.
- 2.03 Employees will not be asked to make any written statement or verbal contract that may conflict with this Collective Agreement.

ARTICLE 3 – DEFINITIONS

- 3.01 The term "employee" as used in and for the purpose of this Agreement shall include all Local Union Representatives.
- 3.02 The term "Local Union Representative" shall mean employees who perform labour relations, servicing, and/or other duties as assigned by the Employer.
- 3.03 Probationary Period

A new employee will be considered probationary for one hundred and twenty (120) days worked.

3.04 Temporary Employee

- a) A temporary employee is a person who is hired to replace a permanent employee absent on vacation or other leave and/or for a specific project or temporary high-volume workload relief.
- b) A temporary employee that is not replacing a permanent employee will not exceed a term of twelve (12) consecutive months, except when extended by mutual agreement between the Union and the Employer.
- c) A temporary employee who attains permanent status shall have seniority credited from the first day of continuous service as an employee of the Employer.
- d) The parties agree that Article 9 (seniority, layoff and recall) will not apply to persons employed as temporary employees, and they shall be considered terminated at the end of the temporary appointment. For purposes of Article 10, temporary employees shall be considered internal applicants, though they will have no seniority.

3.05 Permanent Employee

A permanent employee is any person employed on a continuous basis whose duties fall within the bargaining unit as defined in Article 2.01, and who has completed the probationary period.

3.06 Servicing Areas

- a) the Employer has four (4) separate servicing areas as follows:
 - (1) Quebec
 - (2) Ontario
 - (3) Alberta
 - (4) British Columbia
- b) If the Employer is going to add or delete any servicing areas, they shall first discuss the matter with the Union, in order to minimize impacts on existing employees.
- c) Within each servicing area, there may be several headquarters as defined by the Employer. The term "headquarters" shall mean the physical work site, within a city or region (i.e.: lower mainland). A change of address within a city or region shall not be construed as a change of headquarters for the purposes of this agreement.
- d) Any travel time to a work location that exceeds the travel time it would take to arrive at the defined headquarters in 3.06c will be considered time worked for the purpose of hours calculated in the workday.

ARTICLE 4 – NO DISCRIMINATION

The Employer agrees that there shall be no discrimination, against any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, gender identity, marital status, family status, physical or mental disability nor by reason of membership or activity in the Union.

ARTICLE 5 –UNION REPRESENTATION

- 5.01 The Union will have the right to contact employees in the workplace, regarding this Collective Agreement.
- 5.02 The Union representative(s) may process grievances or, within reason, confer with members of the Union during regular working hours, without loss of pay.
- 5.03 Union Access: Where possible, advance notice will be given to the Employer so an authorized representative shall be permitted to visit during hours when employees are working, provided work is not disrupted.
- 5.04 An employee shall have the right to have the assistance of a Union representative at any disciplinary meeting arranged by the Employer, excluding emergency situations (e.g. theft, assault, etc.) where a Union representative is not readily available.
- 5.05 Union meetings will be conducted on the employees' own time and the offices of the Employer, when agreed to by the Employer, will be made available to the Union for those purposes. Such agreement will not be unreasonably denied.

ARTICLE 6 - UNION SECURITY PROVISIONS

- 6.01 a) The Employer agrees that any present employee of the Employer, at the date of signing of this Agreement, will as a condition of continued employment, maintain membership in the Union in good standing.
- b) All new employees after the ratification date of this Agreement will, as a condition of continued employment, join the Union after completing their probationary period, and as a condition of continued employment maintain membership in the Union in good standing.
- 6.02 a) The Employer agrees to deduct once each month from the earnings of every employee covered by this Agreement such dues as may be fixed by the International Union and communicated to the Employer by the Union. The total amount so deducted, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for the Subsection (d) hereof.
- b) The Employer agrees to deduct an International Union Assessment or Assessments, when advised to do so by the International Treasurer or Deputy, from the earnings of every employee covered by this Agreement. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (d) hereof.
- c) The Employer agrees to deduct an initiation fee in the amount authorized by the employee upon receipt of an authorization, signed by such employee. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (d) hereof.

d) Cheques will be made payable to International Treasurer of the United Steelworkers, all cheques will be forwarded to the United Steelworkers, P.O. Box 9083, Commerce Court Postal Station, Toronto, ON., M5L 1K1, made payable aforesaid and prior to the 15th of the month next following that in which the deductions apply.

6.03 The Employer agrees to have all present and future employees covered by this Collective Agreement, as a condition of continued employment, sign a check-off card authorizing the Employer to implement the provisions of 6.02 hereof, and the Union agrees to indemnify the Employer and hold it harmless against any claim which may arise in complying with the provisions of this Article.

6.04 a) Employees are to be supplied with Union deduction totals for income tax purposes. The Employer agrees to show on employees' 'T4' slips the total Union deductions for the previous taxation year.

b) Employees to be supplied complete breakdown of taxable benefits and earnings.

ARTICLE 7 – EMPLOYER RIGHTS

The Union recognizes the rights of the Employer to hire and direct work, and to discipline and discharge any employee for just and reasonable cause subject to the provisions of this Collective Agreement, the principles of progressive discipline and the right of the Union or employee to grieve as provided. The Union further agrees that the Employer has the right to maintain reasonable rules and regulations, provided they do not conflict with this Collective Agreement.

ARTICLE 8 – HOURS OF WORK AND OVERTIME

8.01 Normal Work Hours

a) The regular work week shall be defined as Monday to Friday.

b) Employees have the option of working a compressed workweek when circumstances warrant, if approved by the Employer in advance.

c) The normal hours of work for employees shall be based on seven and one-half (7.5) hours per day, five (5) days per week, with daily start and finish times scheduled to account for work assignments.

d) Each employee shall receive two (2) paid rest periods, free from work, in each workday, with each such period being fifteen (15) consecutive minutes in duration. The first such rest break shall occur prior to the lunch period and the second such rest period shall occur after the lunch period.

e) Overtime on a regular workday must be mutually agreed to, and the Employer shall compensate for any such overtime with paid time off at a mutually agreed to date.

f) It is understood that the hours of work and workloads of a Local Union Representative must be somewhat flexible; however, when areas of concern arise with respect to this, the Employer and Local Union Representative will meet to resolve the problem.

g) Work in excess of seven and one-half (7.5) hours in any regular work day shall be accrued as follows:

- i. for hours worked between seven and one half (7.5) hours and twelve (12) hours, overtime shall be accrued at the rate of one and a half (1.5) times the employee's straight time hourly rate up to and including the twelfth (12th) hour;
- ii. for hours worked after twelve (12) hours, overtime shall be accrued at the rate of two (2) times the employee's straight time hourly rate.

8.02 Overtime/Travel on Scheduled Days Off

- a) All overtime shall require prior approval from the Employer. Overtime worked may be paid out at the rates described in Article 8.02 c), d) or e), or may be scheduled in the equivalent time as lieu days off, as per Article 8.03. The decision to take pay or days in lieu shall be at the employee's option.
- b) Overtime on scheduled days off shall commence from the time the employee leaves home, and shall carry through until the employee is able to return home.
- c) All travel for Employer approved business on scheduled days off shall be compensated at straight time rates.
- d) Work performed on the sixth (6th) day in the work week shall be compensated as follows:
 - i. for the first seven and one-half (7.5) hours, hours worked shall be compensated at one and one-half (1.5) times the employee's straight time hourly rate;
 - ii. work performed after seven and one-half (7.5) hours shall be compensated at the rate of two (2) times the employee's straight time hourly rate
- e) Work performed on the seventh (7th) day in the work week, or on any approved vacation day, shall be compensated at the rate of two (2) times the employee's straight time hourly rate;
- f) Notwithstanding the provisions of 8.01 and 8.02 above, all authorized time related to attending conferences, courses, schools and other events made available by the employer that the employee elects to attend shall be compensated at the employee's straight time hourly rate at a maximum of seven and one half (7 ½) hours per day.

For clarity, travel time will not be included in the above calculation unless it falls within their normal working hours.

8.03 Employees covered by this Agreement shall be entitled to utilize their earned overtime as additional paid time off under a system of lieu days as follows:

- a) Employees shall schedule lieu days off having regard to the demands of their work assignments and the day-to-day operating needs of the Employer. Employees will provide written requests to the Employer when scheduling those days, and the Employer shall not unreasonably deny such requests.

- b) An employee who becomes ill while on scheduled lieu day(s), shall be entitled to have the day(s) treated as sick and the lieu day(s) reinstated. The Employer may require medical verification of the employee's illness.
- c) Effective January 21, 2021, the maximum lieu time an employee can have outstanding shall be five (5) weeks. Any lieu time in excess of the five (5) weeks will be paid out at the appropriate rate or scheduled by mutual agreement and will not be unreasonably denied.

ARTICLE 9 – SENIORITY, LAY-OFF AND RECALL

- 9.01 a) **Service Seniority Principle:** The Parties recognize that seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon length of service in the bargaining unit, and ability to fulfill the job requirements.
 - b) **Service Seniority** shall be calculated from the date an employee is first employed by the Employer within the bargaining unit, unless the employee's seniority is broken (in accordance with this Agreement), in which event such calculation shall be from the date the employee returns to work following the last break in their seniority. Seniority ranking for all employees employed at date of ratification of the first Collective Agreement shall be as agreed in LOU #1.
 - c) In the event of a reduction of staff resulting in a lay-off, affected employees shall be given two (2) weeks' notice, plus one (1) week per year of service, to a maximum of three (3) months' notice, or pay in lieu.
- 9.02 Seniority will be maintained and accumulated during any authorized leave of absence under this collective agreement.
- 9.03 **Lay-off**
- a) Prior to any lay-off of permanent employees, all temporary employees must be laid off.
 - b) When there is a reduction of work resulting in a lay-off of employee(s), the lay-off shall be by reverse seniority within the appropriate servicing area, as defined in Article 3.06.
 - c) In the event of a lay-off, there shall be no bumping rights between servicing areas, as defined in Article 3.06.
 - d) In the event of the closure of a particular headquarters that results in a displacement of employees, it will be the employee's option to take severance per Article 9.05, or to relocate to a vacancy within the servicing area.
 - e) If an employee exercises their rights to relocate per Article 9.03 d), the Employer shall reimburse receipted costs of relocation, to a maximum of ten thousand dollars (\$10,000.00).

9.04 Recall Rights

It is the employee's responsibility to keep the Employer informed of any change in their address, phone number, and availability for recall.

- a) **Less Than 5 Years**
A permanent employee with less than five (5) years of continuous service that is laid-off will be placed on the recall list for a period of one (1) year. In addition, the Employer will maintain all Health and Welfare Plan benefits (excluding STD, LTD) for the first three (3) months of the layoff. The employee may choose, at any time within three (3) months of being placed on the recall list, to elect for termination and receive severance pay, pursuant to Article 9.05
- b) **Greater Than 5 Years**
Any permanent employee with five (5) years or more of continuous service who is laid-off will be placed on the recall list for a period of eighteen (18) months. In addition, the Employer will maintain all Health and Welfare Plan benefits (excluding STD, LTD) for the first six (6) months of the lay-off. The employee may choose, at any time within three (3) months of being placed on the recall list, to elect for termination and receive severance pay, pursuant to Article 9.05.
- c) Notice of recall to an employee who has been laid-off will be made by registered mail to the Employee with a copy to the Union. The employee must respond to such notice within ten (10) working days of receiving it or lose rights of seniority and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control will not lose such rights thereby.

9.05 Severance Pay

Severance pay will only be payable to an employee immediately upon election of termination within the first three months of lay-off, at which point benefits and recall rights per Article 9.04 cease. Severance pay shall be equal to a minimum of six (6) weeks pay, plus one (1) week's pay per year of service with the Employer, to a combined maximum of fifty-two (52) weeks.

- 9.06 a) The Employer shall compile and maintain an up to date seniority list including, but not limited to, the name, employment status, designated permanent headquarters, and seniority date of each employee in the bargaining unit.
- b) The seniority list shall be provided to the Union upon request.

ARTICLE 10 POSTINGS

- 10.01 a) Except as expressly provided otherwise by this Agreement all Job Vacancies for any positions shall be posted, in paper form or electronically, by the Employer on an "Employer-Wide" basis for fourteen (14) consecutive calendar days to give all eligible employees an opportunity to apply for the job(s).
- b) A job posting shall state all pertinent details of the job including, but not limited to, job title, permanent headquarters, salary rate, hours of work, duties, qualifications, and any special conditions pertaining to the vacancy, the closing date of the job

posting and the date the vacancy is to be filled. If a projected or actual end date for the job is known by the Employer, this information shall be included in the job posting or, if this information becomes known before the job is filled, all applicants shall be advised in writing before a successful candidate is selected by the Employer.

- c) A copy of all job postings shall be sent promptly by the Employer to the Union.

10.02 Eligibility for Posted Job Vacancies

- a) All employees who have completed their probation period shall be eligible to apply and be considered for any posted job vacancy. If the parties mutually agree, an employee who has not completed probation may be permitted to apply and be considered for a posted vacancy.
- b) All employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall. The Employer shall provide such laid off employees with a copy of all job postings sent by registered mail to their last known home address.

10.03 Filling Posted Job Vacancies

- a) The selection of employees under this Article rests with the Employer, subject to the grievance and arbitration provisions of this Agreement.
- b) The Employer shall acknowledge receipt of each application for a posted job vacancy and the applicants and the Union shall be advised of the name of the person selected to fill the vacancy and the employment status, seniority date, and permanent headquarters of that person. The Union shall be provided with this same information with respect to each unsuccessful applicant.
- c) The Employer shall conduct interviews with all applicants for any posted job vacancy who meet the job selection criteria referred to in this Article. Paid time off work for such purposes shall be granted by the Employer.
- d) Where any employee has been selected to fill a posted job vacancy under this Article, the Employer shall undertake to move the employee into the new position on the date the vacancy was to be filled or as soon thereafter as possible.

10.04 Job Selection Criteria

- a) The Employer shall ensure that in the exercise of its job selection rights under this Article that no discrimination or favouritism affects any particular candidate, and that the employee's place of residence shall not have any bearing on the selection.
- b) All job selections under this Article shall be on the basis of ability (to perform the vacant job) and seniority.

- c) It is understood and agreed that any skills, abilities, knowledge and/or qualifications which are established for any job must be related by the Employer reasonably, fairly and consistently to the major job duties to be performed as described in the job description and any equivalencies must be applied in the same manner.
- d) If the vacancy is not filled internally, the Employer shall have the right to hire from external sources, but the same ability requirements as applied for the internal posting must be maintained.
- e) Seniority accrued with other employers shall not be recognized for the purposes of this Article. Instead, only seniority accrued within the bargaining unit in accordance with this Agreement shall be counted for the purposes of this Article.

10.05 In the event that none of the applicants meet the requirements of the job, the employer may fill the vacancy from any available source.

ARTICLE 11 STATUTORY HOLIDAYS

11.01 a) Employees will receive the following statutory holidays without loss of pay:

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Fête Nationale (Jean Baptiste Day) (for employees in Quebec)
- Canada Day
- British Columbia Day (for employees in BC)
- Heritage Day (for employees in Alberta)
- Civic Holiday (for employees in Ontario)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- Personal Day Off #1
- Personal Day Off #2
- Personal Day Off #3
- Personal Day Off #4

- b) Personal Days Off are defined as annual (based on a calendar year) paid holidays that shall be scheduled individually, at a time mutually agreeable to the employee and Employer.
- c) Should one of the above statutory holidays fall on either a Saturday or a Sunday that an employee is not normally scheduled to work, or other day that the employee is not scheduled to work, and no other day is proclaimed in lieu thereof, the employee shall receive an additional day off with pay to be taken the working day preceding the holiday or the working day succeeding the holiday, or at a time mutually agreed by the employer and employee.

11.02 Payment of a Statutory Holiday Worked

The minimum hourly rate for work performed on a Statutory Holiday worked shall be one and a half times (1.5X) the employee's straight time contracted hourly rate for the first seven and one-half (7.5) hours, plus the day's pay for the paid holiday. Work performed after seven and one-half (7.5) hours worked shall be paid at the rate of two times (2x) the employee's straight time hourly rate.

11.03 In the event any of the holidays, enumerated in Article 11.01, occur during the period of an employee's vacation, an additional day's vacation with pay will be allowed for each holiday so occurring.

ARTICLE 12 – VACATION

12.01

- a) Upon completion of six (6) months service in the first year of employment, an employee will be entitled to receive a paid vacation of five (5) working days, which if taken, will be deducted from the total entitlement for that year. Such vacation will be taken at a time mutually agreed between the employee and Employer.
- b) Employees will receive vacation in accordance with the schedule below.

Years of Service	Entitlement
1 to 8	15 days
9 to 15	20 days
16 to 24	25 days
25 and over	30 days

- c) When 4% (or 6% after five (5) years' service) of the employee's total earnings in the vacation year January 1 to December 31 exceeds the total amount of their vacation pay at their basic rate of pay for the vacation to which the employee was entitled in that year, any excess shall be paid to the employee prior to April 30 of the following year.

Calculations for percentages must be done in accordance with ESA

12.02 Vacation Requests

- a) Employees may submit their vacation request(s) by March 15th of each year to the Employer and have such requests approved in seniority order by March 31st, subject to operational requirements.
- b) Vacation requests subsequent to March 15th will be on a first come first serve basis, subject to operational requirements.

12.03 Vacation Period

The vacation schedule will be maintained on the office schedule spreadsheet showing vacations and absences. An employee's vacation(s) shall not be changed once approved without the consent of the employee.

12.04 Vacation Paid-out on Termination

Employees who leave the employ of the employer will be paid out outstanding vacation pay accumulated pursuant to Article 12.01, at the time of termination.

- 12.05 a) Employees with less than five (5) weeks of vacation will be permitted to bank up to one (1) week of vacation in any calendar year and take it in the following calendar year or later.
- b) Employees with five weeks or more of vacation entitlement will be permitted to bank up to two (2) weeks of vacation in any calendar year and take it in the following calendar year or later.
- c) As of January 1st of each year any banked vacation from the previous year shall be considered as lieu time and counted as part of the five (5) week maximum set out in Article 8.03 (c).

12.06 Bereavement/Sick During Vacation

- a) If a bereavement occurs while an employee is on vacation, the time will be considered as bereavement leave not vacation time. Vacation time lost through such bereavement leave can be taken at a time mutually agreed upon by the employer and the employee.
- b) In the event an employee becomes sick during the term of their vacation, verified by a doctor's certificate, the employee shall, upon proper notification to the employer, be considered to be on sick leave. Vacation time lost through such sick leave can be taken at a time mutually agreed upon by the employer and the employee.

12.07 Past Service Credits

- a) Employees in the bargaining unit on the effective date of this Collective Agreement, or who thereafter enter the bargaining unit, and whose service with any other employer(s) is or was recognized by the Union or any of its predecessors for the purposes of vacation entitlement shall have all such service recognized for such purposes under this Article.
- b) Seniority accrued with other employers shall not be recognized for the purposes of vacation scheduling. Instead, only seniority accrued within the bargaining unit in accordance with this Agreement shall be counted for the vacation scheduling purposes of this Article.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 Bereavement Leave

- a) Upon request, an employee shall be granted up to five (5) working days leave with pay in the event of the death of a relative.
- b) "Relative" is defined as the employee's spouse, child, parent, grandparent, grandchild, sister or brother, aunt or uncle, niece or nephew, or a similar relationship created through a step-relationship, common-law relationship, in-law relationship, or foster relationship. This also includes an individual who is like a close relative to the employee, whether or not they are related by blood, adoption, marriage or common law partnership.
- c) If, during a period of paid leave an employee is eligible for bereavement leave, his/her paid leave credits shall be restored to the extent of any concurrent bereavement leave granted.
- d) An employee may be granted an additional four (4) days leave without pay for out-of-province travel associated with bereavement leave for the death of a relative.

13.02 Jury and Witness Duty

An employee summoned to Jury Duty or witness duty, where subpoenaed in a court of law, shall be paid wages amounting to the difference paid them for jury or witness service and the amount they would have earned had they worked on such days. Employees on jury or witness duty shall furnish the employer with such statements of earnings as the courts may supply. Employees shall return to work within a reasonable period of time.

13.03 Pregnancy and Parental Leave

- a) Pregnancy and Parental/Adoption Leave will be granted in accordance with the applicable legislation in the province where the employee is headquartered. Such leave of absence may be extended by mutual agreement upon application by the employee, without pay.
- b) Permanent employees shall be paid the maximum maternity benefits allowable under the Employment Insurance guidelines governing Supplementary Employment Insurance Benefit (SEB) plans. If an employee does not qualify for Employment Insurance Benefits, the Employer will not pay monies for the period of time the employee is on pregnancy or parental/adoption leave.

13.04 Personal Medical Leave

- a) An employee that has medical reason(s), due to personal illness or injury, for not attending work is considered to be on medical leave. If requested by the Employer, a doctor's certificate must be provided in respect of any medical leave extending beyond ten (10) consecutive working days.

This Article does not prevent the Employer from requesting a medical report earlier in exceptional circumstances.

13.05 Personal Medical/Dental Appointments

Leave for medical/dental appointments will not exceed twenty-four (24) hours in any calendar year. Requests for hours in excess of the aforementioned maximums shall not be unreasonably denied.

13.06 Family Responsibility Leave

An employee is entitled to a maximum of five (5) days of paid leave during each employment year to meet responsibilities related to:

- (i) the care, health or education of a child in the employee's care, or
- (ii) the care or health of any other member of the employee's immediate family.

"Immediate family" is considered to include common-law-spouses, step-parents, and step-children, or same sex partners and their children, and any persons that reside with the employee as a member of that employee's family.

13.07 Pressing Personal Business

An employee shall be allowed up to a maximum of one (1) paid day off per year to attend to pressing personal business. Time off for pressing personal business is only granted to an employee required to be absent to attend to a personal matter that cannot be properly served by others, and for which the employee was not afforded reasonable opportunity to make alternate arrangements.

13.08 Leave to Attend Union Gatherings

- a) Employees who have been elected or appointed by the USW Local 2009 to attend International, National or Local gatherings will be granted leave of absence without pay for this purpose. Employees must give the Employer ten (10) working days' notice in writing. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks, plus reasonable travel time.
- b) Leave of absence without pay will be granted on request to not more than two (2) employees who have been selected by USW local 2009 to attend collective bargaining sessions or emergency gatherings of the Union.
- c) Leaves under this Article 13.08 are subject to operational requirements and will not be unreasonably withheld.

13.09 Leave for Union Business

The Employer may grant an employee leave of absence without pay up to three (3) years to work for the USW Local 2009 and/or the USW International Union. The employee must request the leave of absence in writing and the Employer may approve it. This leave may be extended for additional periods at the request of the Union and will not be unreasonably withheld. One (1) months' notice in writing must be given prior to requesting this leave.

13.10 Other Leave

- a) The Employer may, upon written request from the Union, grant leave of absence in writing without pay or loss of seniority to employees selected to perform specialized work on behalf of any body affiliated with the USW.
- b) The Employer will grant leave of absence(s) without pay to an employee elected to serve as an M.P., M.L.A., M.P.P., Municipal Council, Civic Council, Labour Council, provincial Federation of Labour, or Canadian Labour Congress. The leave will cover the terms(s) of office.

13.11 Education Leave

Employees with two (2) years or more of continuous service with the Employer may be entitled to an educational leave of absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves without pay and upon approval of the Employer. The following terms and conditions shall apply to such leaves:

- a) Application for leave shall be in writing.
- b) Seniority shall be the determining factor in scheduling of leave.
- c) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve application of this in any particular case.
- d) One (1) months' notice of return to work must be given to the employer unless a return date has been established prior to leaving.

13.12 Sabbatical

Employees may be allowed eight (8) weeks off without pay (in addition to regular vacations) after accumulating ten (10) years seniority and an additional eight (8) weeks without pay for each additional ten (10) year period they are employed.

13.13 Deemed time worked

Paid hours shall be considered to be time worked for the purposes of all benefits such as, including but not limited to: vacation, statutory holidays, personal medical leave, personal leave, pensions, Health and Welfare and medical benefits. These paid benefits will not continue in the event of an unpaid leave unless otherwise agreed to in the collective agreement or required by the provincial employment standards.

13.14 Critical Illness and Injury Leave

Employees shall be entitled to Critical Illness and Injury leave that applies to them under the applicable legislation in their servicing area as defined in Article 3.06 (a) of this Agreement.

ARTICLE 14 – GENERAL PROVISIONS

- 14.01 Joint Labour Management Committee: There shall be a Joint Labour Management Committee composed of two Union appointed members and two Employer appointed members, that shall meet at least quarterly, or at the request of either party.

- 14.02 Bulletin Board: The Employer shall provide bulletin boards in each worksite for posting Union materials and notices.
- 14.03 USW 2009 Education Fund: The Employer will contribute to the Union five cents (\$.05) per hour per bargaining unit employee for each hour worked for education and training of union members.
- 14.04 The Employer shall contribute \$.01 per hour per employee to USW Canadian National Office Humanity Fund.
- 14.05 Picket Line: Employees covered by this Collective Agreement will have the right to refuse to cross a legal picket line or handle struck work in connection with a labour dispute. Failure to cross a legal picket line or to handle struck work will not be considered grounds for disciplinary action or otherwise be a violation of this Collective Agreement.

Notwithstanding the above, it is understood that employees shall continue to perform their regular duties despite any labour dispute by another bargaining unit as long as doing so does not involve crossing a legal picket line.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT/TRAINING/EDUCATION

- 15.01 The Employer and Union recognize the value of training and skills upgrading. Employees wishing to take courses or training programs not mandated by the Employer must apply for approval prior to commencement. If the Employer approves the application, 100% of course fees will be reimbursed upon proof of successful completion of the training.
- 15.02 The Employer may provide training to employees under the following circumstances:
- a) in the event of any change in an incumbent employee's job functions;
 - b) where the Employer has identified a need to improve or upgrade an incumbent employee's current ability and/or knowledge related to a specific work assignment;
 - c) in the event of a need to equip an employee with the ability and/or knowledge to undertake a temporary assignment.
- 15.03 Time of employees spent during normal working hours on Professional Development/Training/Education will be considered as continuous time at work.

ARTICLE 16 – HEALTH AND SAFETY

- 16.01 It is the intent of both the Employer and the Union to maintain a safe and healthy work environment. This will be based as a minimum on the compliance by the Employer and the Union with all applicable occupational health and safety laws and regulations.
- 16.02 The Union and the employees agree to cooperate fully with the Employer on all matters of Health and Safety.
- 16.03 Safety Committee: An employee selected by the Union will be a member of the Joint Occupational Safety and Health ("JOSH") Committee and will attend monthly meetings.

The Union will also appoint an alternate member, to attend in the event the regular appointee is unavailable. The Union representative will meet with an Employer representative at the request of either party. Minutes of JOSH meetings are emailed out following each meeting.

- 16.04 Injured Employee – Transportation: Employees injured on the job will be provided free transportation to and from a medical clinic or a hospital and will be accompanied by a qualified person with First Aid training, if available on the Employer's premises. Employees requiring transportation home from a medical clinic or hospital following initial treatment shall be reimbursed for costs of such transportation.
- 16.05 Injured Employee – Daily Earnings: If an employee is injured on the job and a doctor recommends no further work that day, the Employer will maintain the employee's normal daily earnings and benefits for the day of injury.
- 16.06 Right to Refuse Unsafe Work
- a) No employee shall undertake any work which the employee reasonably deems to be unsafe. Such incidents must be immediately reported to the JOSH Committee for investigation and resolution.

 - b) When a worker has refused to perform unsafe work, the employer shall not assign any other employee to use or operate the machine or thing, work in that place or perform the activity referred to in the work refusal unless
 - 1) the Supervisor is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard, and
 - 2) The other worker has been advised of the refusal of the employee concerned and of the reasons for the refusal; and
 - 3) The other worker has been advised of their right to refuse unsafe work

 - c) No employee shall be disciplined, discharged or penalized in any way by the Employer for exercising the right to refuse unsafe work in accordance with this Article

16.07 Return to Work/Stay at Work

The Employer and the Union recognize their shared responsibilities towards employees with disabilities including under the applicable legislation. The Employer shall notify the Union whenever there is a request for accommodation. The Employer and the Union shall work together co-operatively to provide reasonable accommodation to the point of undue hardship.

16.08 Victims of Domestic Violence

The Employer and the Union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer and the Union agree that all

employees have the right to a work environment free of and safe from domestic violence. Domestic violence, which may involve physical, psychological, economic violence or stalking, against a current or former intimate partner, is a widespread societal problem which must be prevented.

For that reason, the Employer and the Union agree that once there is verification from an employee who is in an abusive or violent situation, they will not be subject to discipline if the absence of performance can be linked to the abusive or violent situation. Verification includes but is not limited to provision of some form of supporting documentation showing they are experiencing domestic violence, such as a police report, medical report, statement of a counselor or shelter staff, injunctive order, a declaration of a witness, or the employee's own signed statement.

The Employer shall use early prevention strategies to avoid or minimize the occurrence and effects of domestic violence in the workplace and to offer assistance and a supportive environment to its employees experiencing domestic violence.

1. In each calendar year, the Employer shall grant each employee paid leave if needed, to address the personal effects of domestic violence, without loss of seniority, for up to ten (10) paid days leave, not to exceed seventy-five (75) hours at straight-time rates.
2. In addition to the period of time referred to in paragraph (1), the employee shall be entitled to up to 15 weeks of unpaid leave.
3. The employee and the Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety:
4. The Employer will direct affected employees to appropriate counseling and support services.
5. The Employer will provide employees experiencing domestic violence with flexible work arrangements, advance of pay and other accommodations that are reasonable in the circumstances.
6. The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience or perceived experience of domestic violence.

16.09 Workplace Bullying and Harassment

a) Prohibition Against Personal Harassment

The Employer and the Union recognizes the right of all workers to work in an environment which is free of personal harassment. Accordingly, the personal harassment of any person is prohibited.

b) Definition of Personal Harassment

- i. Any discriminatory or unwelcomed behaviour by any person whether verbal or physical at or related to the workplace that a reasonable person knows, or ought to know would result in an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated.
- ii. Personal harassment is also any unwelcomed action by any person whether verbal or physical, on a single or repeated basis that a reasonable person knows, or ought to know would cause offence, humiliation, ridicule, insult or intimidation to another person.
- iii. Such prohibited discriminatory behaviour includes, but is not limited to, any discrimination on the basis of race, national or ethnic origin, colour, citizenship, language, place of residence, age, sex, sexual preference or orientation, gender identity, gender expression, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability where the disability does not render the employee incapable of fulfilling their employment duties and obligations, conviction for which a pardon has been granted, political or religious affiliation or beliefs, social or economic class or membership or activity in any trade union.

c) Definition of Sexual Harassment

Sexual harassment includes, but is not limited to, comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, repeated or persistent leering at a person's body, or physical contact, including assault, when any one or more of the following conditions is satisfied:

- i) the conduct is engaged in or the comment is made by a person who knows or ought reasonably to know that the conduct or comment is unwanted or unwelcome;
- ii) the comment or conduct is accompanied by a reward, or the express or implied promise of reward, for compliance;
- iii) the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply;
- iv) the conduct or comment is accompanied by the actual denial of opportunity, or the express or implied threat of the denial of opportunity, for the failure to comply; or
- v) the conduct or comment is intended to or has the effect of creating an intimidating, coercive, abusive, restrictive, offensive, embarrassing or humiliating work environment.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

d) Employer Obligations

The Employer must at all times act appropriately to preserve and promote a work environment which is free from harassment.

e) Employee Obligations

All employees in the bargaining unit must at all times act appropriately to preserve and promote a work environment which is free from harassment.

Reporting and Investigation Procedures

1. Complaints of harassment must be made to a representative of the Employer who is not the subject of the complaint as soon as possible.
2. The complainant and/or alleged offender, if a member of the Union, shall be accompanied by a representative of the Union or colleague at all meetings in this procedure.
3. In the first instance attempts may be made to resolve the matter informally.
4. If the matter is not resolved through informal means, the matter will be referred to a committee made up of one representative appointed by the Union and one representative appointed by the Employer who will ensure that the complaint is investigated.
5. Investigation dates shall be set within ten (10) working days of the receipt of the complaint.
6. Upon receipt of the complaint, the Employer shall notify the alleged harasser in writing of the complaint and provide notice of investigation.
7. The Committee's report and non-disciplinary recommendations shall be submitted to both parties. The complainant shall be informed in writing of the non-disciplinary recommendations and corrective actions taken.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.01 The parties agree that it is desirable that any complaints or grievances should be resolved as quickly as possible. Many complaints or grievances can be resolved by discussion between the employee and their supervisor and, therefore, employees are encouraged to attempt to settle any complaints or disputes with their immediate supervisor before proceeding with the Grievance Procedure.
- 17.02 Should a complaint or dispute become a grievance between the Employer and employee(s) regarding the interpretation, application or alleged violation of the Agreement, policies or rights, or a question as to whether a matter is arbitrable, a reasonable effort shall be made to settle the dispute in the following manner:

Step 1

Within thirty (30) calendar days after the alleged grievance has arisen, or within thirty (30) calendar days from the time the employee should reasonably have known of the occurrence giving rise to the grievance, the employee and a steward may present the grievance in writing to the employee's supervisor. Failing a satisfactory resolution within thirty (30) calendar days, the grievance may be processed to Step 2.

Step 2

Within thirty (30) calendar days from the time a decision was made or could have been made under Step 1, the steward and USW 2009 Business Representative may present the grievance in writing to the Employer. The Employer shall reply in writing within thirty (30) calendar days of the presentation of this grievance under Step 2.

Step 3

In the event that a resolution of the grievance, satisfactory to the Union and the Employer, is not reached at Step Two, either the Union or the Employer may advance the grievance to arbitration. Step Three must be initiated in writing within forty-five (45) calendar days from the date of the Step Two response.

- 17.03 In the case of a termination, the grievance procedure will commence at Step 2.
- 17.04 Warning - Suspension - Discharge: Employees may only be warned, suspended or discharged for just cause. Suspension days will run as consecutive working days.
- 17.05 All discipline shall be removed from and shall not form part of an employee's work record two (2) year(s) from the date the discipline was imposed.
- 17.06 Policy Grievance
A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises directly between the Employer and the Union. It shall be submitted as a policy grievance at Step 2 within fifteen (15) calendar days following the circumstances giving rise to the grievance. The provisions of this Article may not be used with respect to a grievance directly affecting an individual employee or a group of employees.

ARTICLE 18 – ARBITRATION

- 18.01 Either party must, within forty-five (45) calendar days upon the completion of Step 2 of the grievance procedure outlined in Article 15, notify the other party in writing of its desire to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.
- 18.02 The Parties agree that Chris Sullivan, Andrew Sims, Irene Holden or Julie Nichols will act as Arbitrator. Should they not be available within a reasonable amount of time, the party electing arbitration will submit the name of one (1) or more arbitrators to the other party. If the parties are unable to agree on the choice of an arbitrator within thirty (30) days, the Minister will be requested to appoint an arbitrator.
- 18.03 The parties shall equally bear the costs of the arbitrator. Each of the parties shall bear the expenses incurred in the preparation and presentation of its own case.

18.04 An Arbitrator shall have jurisdiction to consider any matter properly submitted under the terms of this Agreement, including whether a matter is arbitrable or not, but shall not have the jurisdiction to make any decision inconsistent with the provisions of this Agreement, or alter, modify, add to, subtract from or amend any part of the provisions of this Agreement in whole or in part.

18.05 The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 19 – MEDICAL, BENEFIT AND PENSION PLANS

19.01 Medical, Dental and Extended Health Benefits

Commencing the initial date of employment, the Employer shall provide and pay the cost of providing benefits for all full-time regular employees and their dependents as follows:

- a) Seventy-five percent (75%) of premiums for the basic medical services plan of the province in which the employee resides, provided the employee enrolls in the plan.
- b) Seventy-five percent (75%) of the Extended Health Benefits premiums and ninety percent (90%) of the Dental Plan premiums that have at a minimum the same benefits in effect as at May 1, 2017, regardless of carrier.
- c) The terms of the extended health plan and the dental plan shall be provided to all employees.
- d) Benefit levels will not be decreased during the life of this Agreement.

19.02 Short and Long-Term Disability Benefits

- a) An employee who is unable to work because of sickness or non-occupational accident is eligible for short term disability benefits as follows:

YEARS OF SERVICE	DAYS AT 100%	DAYS AT 70%
0-3 months	Nil	Nil
4 months to 2 years	10	120
3 years to 5 years	25	105
6 years to 10 years	75	55
11 years to 15 years	100	30
16 years and over	130	nil

- b) The Employer shall provide and pay all costs of providing permanent employees with Long-Term Disability benefits when the employee is unable to work due to sickness or accident. Long Term Disability benefits will be paid at a rate of seventy percent (70%) of the employee's regular monthly earnings following exhaustion of short-term disability benefits.
- c) The terms of the plan for Short Term and Long-Term Disability benefits shall be provided to all employees.

- d) The employment of an employee who is on leave under Article 19.02, shall be deemed to be continuous for purposes of annual vacation entitlement and pay, seniority, wage increases, medical or any other benefits that the employee would have been entitled to had the leave not been taken.
- e) While on Short Term Disability benefits, the Employer will continue to pay the contributions to the pension plan.
- f) While on Long Term Disability benefits, an employee will be credited with pensionable service.

19.03 Group Life Insurance

- a) A Group Life Insurance Plan shall be made available to all employees to provide one times the annual salary for life insurance and accidental death and dismemberment benefits. The Employer shall pay the full cost of premiums.
- b) The terms of the plan for Group Life Insurance benefits shall be set out in the Benefit Plan booklet, and provided to all employees.

19.04 Employee and Family Assistance Program

The Employer shall provide an Employee and Family Assistance Program (EFAP) or equivalent to all permanent employees and will make information available to all employees on a confidential basis regarding the EFAP program and access to EFAP services.

19.05 Responsibility for Benefits

- a) There will be no change in plan carriers without the mutual agreement of the Employer and the Union.
- b) Where a carrier is unable to continue to provide the benefits as outlined in this agreement, and where an alternative carrier cannot be found, the parties agree to discuss the issue and come to a mutually agreeable solution.

19.06 Pension Plan

- a) The Employer will recommend to the Telecommunications Workers Pension Plan (TWPP) Trustees that all permanent employees be approved to participate in the Telecommunications Workers Pension Plan (TWPP).

- b) Contributions to the TWPP shall be as follows:

- i. by the Employer, 10% of the employee's gross earnings;
- ii. by the employee:

AGE LAST BIRTHDAY	PERCENTAGE
Less than 30	3%
30 or more, but less than 40	4%

40 or more, but less than 50	5%
50 or more	6%

ARTICLE 20 – PREMIUMS AND EXPENSES

20.01 Automobiles

- a) Permanent employees must purchase or lease a vehicle for work related purposes. The vehicle purchased or leased by the employee must be:
 - i. in good working order;
 - ii. not older than ten (10) years;
 - iii. have four (4) doors
- b) The Employer shall pay for fuel, oil and car washes. Employees shall be responsible for all other supplies and maintenance expenses.
- c) Employees will be reimbursed the difference in cost, to a maximum of \$200.00, between insurance for pleasure use and business use, with three million dollar (\$3,000,000.00) third party liability. In order to receive this reimbursement, employees must provide evidence from an insurance broker of this cost difference.

20.02 Salary Differential

- a) Each employee providing a vehicle per 20.01 a) shall receive a Salary Differential of \$900.00 monthly, paid bi-weekly.
- b) Any absence from work, other than vacation, STD OR LTD, that exceeds one (1) continuous month shall result in the discontinuation of the Salary Differential pay until the employee returns to work. Absences due to STD or LTD that exceed one (1) month shall result in a reduction of Salary Differential by 50%. Absences due to STD or LTD that exceed six (6) continuous months shall result in the discontinuation of the Salary Differential pay.
- c) Salary Differential shall be treated as pensionable income under the Collective Agreement and the applicable pension plans for each eligible employee.
- d) For the purpose of pension calculation, the Salary Differential shall be added to the base rate under Article 21 – Wages. Salary Differential shall not form part of the salary calculation except for pension purposes (Any general increase provided for under Article 19 – Wages shall not increase the rate payable as Salary Differential). In addition, Salary Differential shall form part of the salary calculation for purposes of Short or Long Term Disability premiums.
- e) A Canada Customs Revenue Agency (CCRA) T2200E Form shall be issued annually to each employee receiving the Salary Differential. This form shall designate that the employee was required to use their vehicle for work.

20.03 Travel Expenses

- a) Employees will be re-imbursed for transportation costs incurred in the course of business travel (eg: parking, ferry fares, taxis and tolls).

- b) Employees attending conferences, conventions or training or on Employer related business requiring multiple days away from home shall be provided hotel accommodation and out of town expenses. Hotels shall be single occupancy and shall be unionized facilities wherever available.
 - i) For the purposes of this Article, "away from home" shall mean at any location that is greater than eighty (80) kilometres travelling distance by the most direct route, from the destination to the lesser of either the employee's place of residence or normal worksite.
- c) Employees shall be paid a per diem allowance equal to the USW out of town per diem rate for Canada. The foregoing amounts will be payable in the currency of the country in which the employee is working, attending or being trained.
- d) For in-town expenses, upon submission of receipts, employees shall be entitled up to the USW per diem rate for Canada for any meals made necessary for travel for union business. Employees shall be entitled to in-town expenses for work days extending past 6:00pm or beginning prior to 7:00am. If the employee provides a receipt for a meal purchased in the course of an extended work day. The Employer will reimburse the employee for the cost of the meal up to the USW per diem rate for Canada. Such submissions for re-imbursement must be made within 90 days of having incurred the expense.

ARTICLE 21 – WAGES

21.01

a) Annual wages at ratification	–	\$88,885.97
Effective Jan 1, 2021	-	\$91,108.12
Effective Jan 1, 2022	-	\$93,385.82
Effective Jan 1, 2023	-	\$95,720.46

- b) Statement of Earnings: The rate or rates of pay, hours of work, details for overtime, and all necessary and pertinent information will be furnished to each employee on their pay statement so that the employee can clearly understand how the total pay was calculated. The Employer agrees where there has been a mistake on an employee's itemized statement that the employee will get an agreed upon amended statement in the next scheduled pay period.

21.02 Any employee assigned to cover the duties of a Vice President or the Secretary-Treasurer of the Employer shall be paid an 8% premium on their wages for all hours worked.

21.03 Vacation accrual and sick time usage reporting shall be provided to each employee on a monthly basis.

21.04 Employees have the option of providing the Employer authorization to make payroll deductions and submit premiums to the TWU-USW Employee Life and Health Plan on their behalf. Once enrolled, an employee wishing to withdraw from this plan must provide written authorization to the Employer to discontinue payroll deduction.

ARTICLE 22 – Duration of Agreement

22.01 This Agreement shall be in effect from January 1, 2020 to January 1, 2024 and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, by written notice to require the other Party to the Agreement to commence collective bargaining.

22.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

LOU #1

The Parties agree that employees' service prior to the existence of the bargaining unit is relevant for the purposes of service seniority with respect to matters including (but not limited to) vacation entitlement, job postings, lay off and recall. As such, the following list shall define a complete service seniority list for all employees in the bargaining unit at the time of ratification, along with their individual seniority dates and their seniority with the Employer for purposes of Article 9.05:

Name	Service Seniority	Art 9.05 Seniority
JOE BENN	26-Jan-89	4-May-12
ROBIN ARNDT	13-Feb-89	7-Mar-08
TAMARA MARSHALL	4-Apr-90	10-Mar-07
JUANITA WEST	31-Dec-91	6-May-11
PERRY PASQUALETTO	20-Jun-94	6-May-11
JOHN HOCKLEY	23-Aug-99	4-May-12
HANS-WOOSLY BALAN	15-Nov-99	4-May-12
TRICIA WATT	19-Jun-00	12-Mar-06
CHRIS STEPHENS	03-Oct-00	6-Feb-15
PIERRE-RICHARD JOSEPH	18-Jun-01	2-May-14
RON PALMER	17-Jun-02	10-May-13
STEVE MCWHIRTER	28-Jul-03	2-Nov-15
MIKE LUCAS	25-Oct-04	2-May-14
HARMONY JACKSON	3-Mar-05	10-May-13

For each of the employees listed above, in recognition of the involuntary change in their employment status with their previous employer, severance referred to in Article 9.05 shall be equal to a minimum of twenty-six (26) weeks pay, plus one (1) week's pay per year of service with the Employer, to a maximum of fifty-two (52) weeks.

For any employees not listed above, their hire date into the bargaining unit shall be their service seniority date, and the commencement of their "years of service with the Employer" for the purpose of Article 9.05.

LOU #2

The Parties agree to investigate and, adopt a formal Employee Family Assistance Plan that provides adequate services determined by the parties, ensures confidentiality, and is cost effective.

LOU #3

The parties agree to investigate a more formal LTD plan with a benefits carrier that will provide coverage and benefits at least equivalent to the TELUS LTD plan (as at June 1, 2017), and in the meantime, should the need arise, the Employer will continue to provide the level of benefits outlined in Article 19.02 b), without causing a degradation of the employee's pension credit.

In addition, the Parties acknowledged that the transition from short term to long-term disability can result in either a gap in coverage, or an overlap in coverage, depending on the employee's available days of short-term coverage. As such, the Parties agree to investigate a more seamless transition format, that will not result in such inequities of coverage.

The purpose of these investigations will be to implement a successor plan or plans as soon as possible.

LOU # 4

Effective January 1st 2021 the TWU, USW Local Union 1944 will no longer offer their employees the option of participating in the TELUS Share Purchase Plan. The terms of the plan which were identical to those offered by TELUS to TWU USW Local 1944 members employed by TELUS. The practice will end effective December 31st 2020.

LOU # 5

The Parties agree that prior to negotiating the current Collective Agreement, a unique transportation arrangement had been reached with Local Union Representative Ron Palmer. As such, the Parties agree that Mr. Palmer shall be exempted from the conditions and benefits described in Article 20.01 and 20.02 only. Mr. Palmer shall receive mileage and travel cost reimbursement per the TWU-USW 1944 Financial Policies, and shall remain covered by all other clauses and conditions of employment defined in the Collective Agreement.

This exemption shall remain in place until such time as Mr. Palmer ceases employment, or elects to provide his own vehicle as per Article 20.01 (with at least 30 days' notice to the Employer).

LOU # 6

Subsequent to negotiating the 2017-2020 Collective Agreement, the Parties recognized Article 13.03 b) and Article 20.02 e) require amendments for employees residing in Quebec. Therefore, the parties agree to the following amendments:

13.03 b) Permanent employees shall be paid the maximum maternity benefits allowable under the Employment Insurance (EI) or, if applicable, the Quebec Parental Insurance

Program (QPIP) guidelines governing Supplementary Employment Insurance Benefit (SEB) plans. If an employee does not qualify for EI or QPIP Benefits, the Employer will not pay monies for the period of time the employee is on pregnancy or parental/adoption leave.

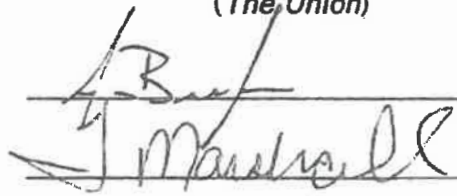
And

20.02 e) A Canada Customs Revenue Agency (CCRA) T2200E or, if applicable, a Revenue Quebec TP-64.3-V, Form shall be issued annually to each employee receiving the Salary Differential. This form shall designate that the employee was required to use their vehicle for work.

All of which is understood and agreed to by:

TELECOMMUNICATIONS WORKERS UNION,
USW LOCAL 1944
(The Employer)

UNITED STEELWORKERS
(On Behalf of Local 2009)
(The Union)



And Signed this 20th day of November, 2020

25th