

MÉTALLOS
SECTION LOCALE 1944



LOCAL 1944

Collective

Agreement



January 1, 2024 - June 30, 2027

COLLECTIVE 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

January 1, 2024 – June 30, 2027

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THIS COLLECTIVE AGREEMENT ENTERED INTO THIS ____ DAY OF _____, 2024
BETWEEN:

TELECOMMUNICATIONS WORKERS UNION, UNITED STEELWORKERS 1944

(Hereinafter referred to as the "Employer")

AND: UNITED STEELWORKERS, LOCAL 2009

(Hereinafter referred to as the "Union")

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 Land Acknowledgement

As Parties to the Collective Agreement, we are committed to reconciliation and justice for Indigenous peoples. We acknowledge that the headquarters and where we gather is:

- In Burnaby, on stolen land of the traditional, ancestral territory of the xwma8kwayam (Musqueam), Skwxwu7mesh Oxwumixw (Squamish), salilwata• (Tsleil-Waututh) and qigeyt (Qayqayt) First Nations.
- In Calgary on the traditional ancestral territories of the Blackfoot Confederacy (Siksika Kainai, Piikani), the Tsuut'ina, the yaxe Nakoda Nations, and the Metis Nation (Region 3) in the Treaty 7 territory.
- In Edmonton, on the traditional, ancestral territories of Nehiyawak (Cree), Anishinaabe (Saulteaux), Niitsitapi (Blackfoot), Metis, Dene, and Nakota Sioux in the Treaty 6 territory.
- In Scarborough, on the traditional, ancestral territories of the the Mississaugas of the Credit, the Anishnabeg, the Chippewa, the Haudenosaunee and the Wendat peoples on Treaty 13 and Williams Treaties territory.
- In Montreal, on stolen land of the traditional, ancestral territory of the Kanien'keha:ka (Mohawk) First Nations.

We recognize and deeply appreciate their historic connection to this place. We recognize the contributions Indigenous peoples have made, both in shaping and strengthening these communities in particular, our provinces and our country as a whole.

As settlers, this recognition of the contributions and historic importance of Indigenous people must also be clearly and overtly connected to our collective commitment to make the promise and the challenge of Truth and Reconciliation real in our communities.

- 1.02** 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) A Temporary Employee will have days worked credited towards completion of their probationary period.**
- e) 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 Article 3.06 c) 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.
- 5.06 Bulletin Board: The Employer shall provide bulletin boards in each worksite for posting Union materials and notices.**
- 5.07 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 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 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 Article 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 Article 8.01 and Article 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 **two (2) weeks** per year of service, to a maximum of **six (6)** 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. **However, the employee affected by such lay-off has the right to bump the least senior employee in the bargaining unit within their job classification, if the affected employee is willing to relocate to the least senior employee's servicing area. The exception to this Article will be that the Employer will be able to maintain one bi-lingual Local Union Representative at all times, which may be out of seniority order. The Union and Employer agree to meet to discuss if this situation arises, prior to issuance of any layoff notice.**
 - c) 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.
 - d) If an employee exercises their rights to relocate per Article 9.03 **b) or c)**, 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 **or by another method requested** 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 **two (2)** 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
National Day for Truth and Reconciliation
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

Any additional holiday not related to the above holidays but gazetted by the Federal Government.

- b) **Employees will receive twelve (12) Personal Days Off in a calendar year.**
 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 – ANNUAL VACATIONS

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 the percentage 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 allowed up to maximum of one (1} day off with pay from scheduled basic hours to attend the funeral of a relative as covered by Article 13.01 (b).**
- e) 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 (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.

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.

13.15 Gender Reassignment Leave

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow Article 19.02 or Article 13.17 depending on the employee's request.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee's needs and accommodate the employee up to the point of undue hardship for the Employer. The Employer will ensure it enforces its harassment-free work environment and not accept any discriminating actions.

13.16 Domestic or Family Violence Leave

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

(a) In each calendar year, the Employer shall grant each employee paid leave if needed, to address the personal effects of violence and abuse, without loss of seniority, for up to ten (10) paid days and up to fifteen (15) weeks of additional unpaid leave

i) Notwithstanding the above, the Employer also agrees that requests for sick leave, vacation, and any other paid leave of absences submitted by the employee in order for them to deal with issues related to domestic or family violence shall not be unreasonably denied.

(b) The Employer, the employee and the Union will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

(c) The Employer will direct affected employees to appropriate counseling and support services.

(d) The Employer will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations as required.

(e) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.

13.17 Leave of Absence Without Pay

An employee may apply for up to six (6) months unpaid leave of absence for reasons other than sick leave. Permission for such leave must be obtained from the Employer in writing, and will not be unreasonably withheld. Employees approved on a leave of absence may opt to continue their medical, extended, and dental benefits at 100% premium cost to the employee. An employee shall not undertake paid employment while on a Leave under this Article 13.17, except approved employment that is a specific condition of a leave.

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. **Quarterly meetings will be scheduled by January 31st of each calendar year.**

14.02 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.

14.03 The Employer shall contribute \$.01 per hour per employee to USW Canadian National Office Humanity Fund.

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
 - i. The Supervisor is satisfied on reasonable grounds that the other employee will not be exposed to any undue hazard, and
 - ii. The other worker has been advised of the refusal of the employee concerned and of the reasons for the refusal; and
 - iii. 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 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

- i. Complaints of harassment must be made to a representative of the Employer who is not the subject of the complaint as soon as possible.
- ii. 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.
- iii. In the first instance attempts may be made to resolve the matter informally.
- iv. 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.
- v. Investigation dates shall be set within ten (10) working days of the receipt of the complaint.
- vi. Upon receipt of the complaint, the Employer shall notify the alleged harasser in writing of the complaint and provide notice of investigation.
- vii. 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 **the Union or** 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:

General

All grievances will be submitted by the Union to the Employer designate, in writing and contain the following information:

- i. Article(s) allegedly violated**
- ii. Grievor's name**
- iii. Date of the occurrence of the alleged violation**
- iv. Nature of the grievance (description)**
- v. Remedy sought**

Step 1

Grievances at Step 1 will be initiated within fifteen (15) calendar days after the alleged grievance has arisen, or from the time the employee should reasonably have known of the occurrence giving rise to the grievance.

A meeting to hear the grievance will be scheduled by the Employer within fifteen (15) calendar days of receipt of the grievance. The grievor and steward may attend the meeting, as well as the Employer's designate and another representative of the Employer

The Employer will render their decision to the Union in writing within fifteen (15) calendar days of the meeting at Step 1.

Step 2

Failing a satisfactory resolution, the grievance may proceed to 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. A meeting to hear the grievance will be scheduled within thirty (30) calendar days of receipt of the grievance at Step 2.

The USW Business Representative and the grievor or steward may attend the meeting along with two (2) representatives of the Employer.

The Employer will render its decision to the Union in writing within thirty (30) calendar days of the meeting at Step 2.

Step 3

Failing a satisfactory resolution at Step 2, either the Union or the Employer may advance the grievance to arbitration, as outlined in Article 18 of this Agreement.

17.03 Termination

In the case of a termination, the grievance procedure will commence at Step 2, **within fifteen (15) days of the termination.**

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, **provided there are no incidents of a similar nature within that two (2) year period.**

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.

17.07 Timelines

The time limits outlined in this Article 17 may be extended by mutual agreement between the Employer and the Union in writing.

ARTICLE 18 – ARBITRATION

18.01 Either **P**arty must, within forty-five (45) calendar days upon the completion of Step 2 of the grievance procedure outlined in Article **17**, notify the other **P**arty 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 Irene Holden, Julie Nichols, **Ken Saunders** or **Shona Moore** will act as Arbitrator. Should they not be available within a reasonable amount of time, the **P**arty electing arbitration will submit the name of one (1) or more arbitrators to the other **P**arty. 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) **One hundred (100%)** 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 **as per Appendix A**.
- 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%

- c) **Voluntary Pension contribution of (2.25% of gross earnings. salary + 600 dollars) to be put in by the Employer.**

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. **Charging at an electric station for chargeable vehicles shall be counted as fuel.**
- 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 Article 20.01 a) shall receive a Salary Differential of **four hundred and twenty dollars (\$420.00) paid bi-weekly (26 payments yearly.)**
- b) **The Employer will also pay the following Green Incentive to qualified vehicles as outlined below:**
 - i) **Hybrid Vehicles will receive an additional \$25 bi-weekly;**
 - ii) **PHEV Hybrid Vehicles will receive an additional \$75 bi-weekly;**
 - iii) **Full-Electric Vehicles will receive an additional \$150 bi-weekly.**
- c) 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.
- d) Salary Differential shall be treated as pensionable income under the Collective Agreement and the applicable pension plans for each eligible employee.
- 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.**

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.
 - ii) **Notwithstanding the definition of "away from home" this Article will also apply in circumstances where travel may be less than eighty (80) kilometres but require extended hours of work, in these circumstances, the employee will request accommodation approval from the Employer and it will not be unreasonably denied.**

- 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 6:00 pm or beginning prior to 7:00 am. If the employee provides a receipt for **one** meal purchased in the course of an extended **workday, the** Employer will reimburse the employee for the cost of the meal up to the USW per diem rate for Canada. Such submissions for **reimbursement** must be made within 90 days of having incurred the expense.

ARTICLE 21 – WAGES

21.01

a) **Temporary Local Union Representative \$95,720.46**

b) **Local Union Representative 2:**

<u>i. Effective January 1, 2024</u>	<u>\$100,506.48</u>
<u>ii. Effective January 1, 2025</u>	<u>\$102,516.61</u>
<u>iii. Effective January 1, 2026</u>	<u>\$104,566.94</u>

c) **Senior Local Union Representative:**

<u>i. Effective January 1, 2024</u>	<u>\$105,531.80</u>
<u>ii. Effective January 1, 2025</u>	<u>\$107,642.43</u>
<u>iii. Effective January 1, 2026</u>	<u>\$109,795.29</u>

<u>Effective January 1, 2024</u>	<u>5%</u>
<u>Effective January 1, 2025</u>	<u>2%</u>
<u>Effective January 1, 2026</u>	<u>2%</u>

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 eight (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, 2024 to June 30, 2027** 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.

APPENDIX A

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")**

In conjunction with Article 19.01, the terms of Extended Health Benefits and Dental Plan are as follows:

			MAY 1, 2017 ART 19.01B MINIMUM
EXTENDED HEALTH			
Deductible	<i>No Deductible</i>		
Reimbursement	<u>In-Province/Territory Eligible Expenses:</u>		
	Hospital Room Accommodation	100%	100%
	Emergency Ambulance Service	100%	100%
	Vision Care & Eye Examinations	100%	100% for one eye exam/2 years Glasses or contacts \$300 maximum every 2 calendar years
	All Other Eligible Expenses* Paramedical	80% up to \$1,500 per dependant (Combined)	80% up to \$1k per dependent
	All Other Eligible Expenses* Psychotherapy	80% up to \$1,500 per dependant	
	Prescription Drugs	80% up to \$1k per dependant than 100% for remainder of year.	Tier 1 covered at 90% Tier 2 covered at 80% Tier 3 covered at 35%
	<u>Out-of-Province/Territory Eligible Expenses:</u>		
	Emergency	100%	100% to a lifetime maximum of \$1 Million
	Non-Emergency	Same as In-Province/Territory	
	After \$1,000 has been paid for a person in a calendar year, further Eligible expenses for that person within that year will be reimbursed at 100%, subject to		

	the Contract maximums for this benefit.					
Plan Maximum	There is an unlimited lifetime maximum per person for in-province/territory Eligible expenses and a \$1,000,000 lifetime maximum per person for out-of- province/territory emergency Eligible expenses, subject to the terms and conditions of the Group Contract.					
				TELUS APP A 2017		
Dental Care						
<i>Deductible</i>	No Deductible					
<i>Reimbursement</i>	Basic	Major	Ortho-dontics	Basic	Major	Ortho-dontics
	100%	60%	60%	100% up to Two Annual recalls	70% up to \$2,500 annual max	50% up to \$3,000 lifetime max
<i>Frequency Plan Limits</i>	Each Calendar Year	Each Calendar Year	Lifetime	Each Calendar Year	Each Calendar Year	Lifetime
<i>Financial Limit Per Dependent Child</i>	Not Applicable	Not applicable	\$3,000			
<i>Financial Limit Per Member or Spouse</i>	Not Applicable	Not Applicable	\$3,000			
<i>Financial Limit for Late Applicants</i>	\$250 per person for all dental services for first 12 months of coverage					
GROUP TERM LIFE						
Benefit Amount	1 times annual basic earnings rounded up to the next higher \$1,000, if not already a multiple			1 years annual base salary		

	of \$1,000, to a maximum of \$500,000.		
Living Benefit Amount	50% of the Group Term Life Benefit Amount to a maximum of \$50,000.		
Non Evidence Limit	\$125,000		
Benefit Reduction	Amount of insurance reduces by 50% at age 65		
Termination	Age 70 or earlier retirement		Age 72 or employment ends
<u>In - Province/Territory Eligible Expenses</u>			
	Your EHC plan covers Customary charges for the following services and supplies when medically necessary, and prescribed, ordered, or referred by a Physician, Dentist, or Nurse practitioner. Unless otherwise indicated, the maximums included here are on a per person basis.		
1) Hospital	The additional charge for semi-private or private room accommodation in a Hospital or the extended care unit of a Hospital. Charges for rental of a telephone, television, or similar equipment are not covered.		
2) Emergency Ambulance	a) charges for licensed ambulance service to and from the nearest Canadian Hospital equipped to provide the type of care essential to the patient		

	b) air transport will be covered when time is critical and the patient's physical condition prevents the use of another means of transport		
	c) emergency transport from one Hospital to another, only when the original Hospital has inadequate facilities		
	d) charges for an attendant when medically necessary.		
3) Drugs	Charges for an Eligible expense in a quantity we consider reasonable, and as approved by our Benefit review, and		
	a) which are dispensed by a Pharmacist, Physician, Dentist, or Nurse practitioner, legally licensed, certified, or registered to practice by the appropriate licensing, certification, or registration authority in the jurisdiction where the care or services are provided and acting within the scope of that license, including:		
	i) Life-sustaining non-prescription drugs		
	ii) insulin preparations, diabetic test strips, lancets, needles, and syringes for diabetes management		
	iii) injectable vitamin B12 for the treatment of pernicious anemia		
	iv) allergy serums when administered by a Practitioner, or		
	b) which legally require a prescription from a Provider legally authorized to do so, including:		

	i) Compounded drugs		
	ii) contraceptive drugs		
	iii) drugs indicated for weight loss		
	iv) drugs indicated for the treatment of infertility to a lifetime maximum of \$5,000		
	v) drugs indicated for sexual dysfunction to a calendar year maximum of \$1,200.		
	Specific high cost BC PharmaCare limited coverage drugs are identified by us as our Special Authority Enforcement list. We will reject claims for a drug on this list until we receive confirmation of BC PharmaCare's Special Authority decision for the drug. Once the BC PharmaCare decision (approved or declined) is on file with us, we will consider this drug as eligible based on:		
	a) if BC PharmaCare approval is confirmed, the approval period determined by BC Pharmacare, or		
	b) if the BC PharmaCare decision is to decline, and if the request otherwise meets our definition of an Eligible drug, the approval period as determined by us.		
4) Practitioners*	Professional services of the following Practitioners, but excluding appliances and tray fees. <i>Only the services of a private duty nurse require referral by a Physician or Nurse practitioner.</i>		
	a) acupuncturist		

	b) chiropractor		
	c) clinical counsellor (\$1,500 annually)		
	d) massage Practitioner		
	e) naturopath		
	f) Online cognitive behavioral therapy		
	g) osteopath		
	h) physiotherapist		
	i) podiatrist		
	j) psychologist		
	k) speech language pathologist		
	to a combined maximum of \$1,500 per calendar year		
5) Online Cognitive Behavioural Therapy	Charges for a program through an eligible Vendor to a combined maximum of \$1,000 per calendar year for all paramedical services. "Online cognitive behavioural therapy" means an internet-based behavioural therapy program.		
6) Dental Accident	Dental treatment by a Dentist, which is required, performed, and completed within 52 weeks after an Accidental injury which occurred while covered under this EHC plan, for the repair or replacement of natural teeth or prosthetics. No payment will be made for temporary, duplicate, or incomplete procedures, or for correcting unsuccessful procedures. Accidental means caused by a direct external blow to the mouth or face resulting in immediate damage to the natural teeth or prosthetics and not by an object		

	<p>intentionally or unintentionally being placed in the mouth.</p> <p>We pay benefits based on eligible dental services and financial limits in our current Fee schedule, and we pay the fees in our current Fee schedule or, if applicable, the Fee guide in the province/territory of service.</p>		
<p>7) Medical aids and supplies provided by a medical supplier (as approved by us)</p>	<p>Charges for the following services and supplies combined with durable medical equipment (items 7 and 8), have a combined maximum of \$1,000 per Calendar year:</p> <ul style="list-style-type: none"> a) oxygen b) ostomy and ileostomy supplies c) intrauterine contraceptive devices (IUD's) d) walkers, canes and cane tips, crutches, casts, and trusses e) splints and collars (but not elastic or foam supports), rigid support braces and permanent prostheses (artificial eyes, limbs, larynxes, and mastectomy forms), when prescribed by a Physician, physiotherapist, chiropractor, or Nurse practitioner, as medically necessary after diagnosis of the patient. Myoelectrical limbs are excluded, but we will pay the equivalent of a standard prosthesis f) mastectomy brassieres to a Calendar year maximum of \$150 g) stump socks to a Calendar year maximum of 7 pairs 		

	<p>h) wigs and hairpieces required as a result of medical treatment, injury, alopecia areata, alopecia universalis or alopecia totalis to a lifetime maximum of \$500</p> <p>i) orthopaedic shoes when prescribed by a Physician, podiatrist, chiropractor, or Nurse practitioner, as medically necessary after diagnosis of the patient, custom made orthopaedic shoes (including repairs) and modifications to stock item footwear. A custom made orthopaedic shoe is one fabricated from raw materials and specifically designed for the patient, based on a three-dimensional volumetric model of the patient's foot and lower leg</p>		
8) Standard durable medical equipment	<p>Charges for the following durable medical equipment combined with medical aids and supplies (items 7 and 8), have a combined maximum of \$1,000 per Calendar year:</p> <p>a) Charges for standard durable medical equipment when rented from a medical supplier. If unavailable on a rental basis, or required for a long-term disability, purchase of these items from a Provider may be considered.</p> <p>b) Repairs to purchased items. We will replace the item when it can no longer be made functional. We may request trade-in or return of replaced equipment.</p>		

	<p>c) Reimbursement on rental equipment will be made monthly and will in no case exceed the total purchase price of similar equipment.</p> <p>d) Standard durable equipment includes:</p> <p>i) manual wheelchairs, manual type hospital beds, and necessary accessories – electric wheelchairs and hospital beds will be covered only when the patient is incapable of operating the manual equivalent, otherwise we will pay the manual equivalent</p> <p>ii) medical heart monitors and cardiac screeners</p> <p>iii) continuous glucose monitors and supplies and blood glucose monitors</p> <p>iv) speech processors and headsets when prescribed for profound deafness subject to a 5 calendar year period</p> <p>v) bi-osteogen systems and growth guidance systems (when recommended by an orthopaedic surgeon)</p> <p>vi) breathing machines and appliances including respirators, compressors, percussors, suction pumps, oxygen cylinders, masks, and regulators</p> <p>vii) insulin infusion pumps for diabetics – when basic methods are not feasible</p> <p>viii) transcutaneous electric nerve stimulators (TENS) when prescribed for intractable pain</p>		
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	ix) transcutaneous electric muscle stimulators (TEMS) required when, due to an injury or illness, all muscle tone has been lost.		
9) Hearing Aids	Hearing aids and repairs to a maximum of \$500 per ear in a 4 calendar year period. Batteries, recharging devices, and other such accessories are not covered. Replacement will be covered only when the hearing aid cannot be repaired satisfactorily.		
10) Vision Care	Charges for the purchase of eyewear when prescribed by a Physician or legally authorized optical Provider, and/or repair of eyewear and charges for contact lens fittings when performed by a Physician or legally authorized optical Provider, to a maximum of \$300 in a 2 calendar year period. Charges for non-prescription eyewear are not covered.		
11) Eye Examinations	Charges for 1 routine eye examination every 2 calendar years for persons age 18 or older, and every calendar year for persons under age 18, when performed by a Physician or legally authorized optical Provider.		

LETTER OF UNDERSTANDING #1

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")
(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")**

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
ROBIN ARNDT	13-Feb-89	7-Mar-08
TAMARA MARSHALL	4-Apr-90	10-Mar-07
PERRY PASQUALETTO	20-Jun-94	6-May-11
CHRIS STEPHENS	03-Oct-00	6-Feb-15
STEVE MCWHIRTER	28-Jul-03	2-Nov-15
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.

LETTER OF UNDERSTANDING #2

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")
(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")**

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.

LETTER OF UNDERSTANDING #3

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")

Whereas, the Employer has historically utilized its members on book-off to fill temporary vacancies to assist with its operational needs and to provide training and mentorship to USW, Local 1944 Members, and;

Whereas, the Parties wish to proactively address any potential political issues or conflicts of exclusions under the Code;

Now therefore, the Union agrees to allow USW, Local 1944 Members on book-off to work temporarily within the Jurisdiction of the USW, Local 2009 under the following terms:

- (a) The Employer has the right to use its USW, Local 1944 Members on book-off to fill Full Time Temporary positions within Local 2009's jurisdiction for a period not to exceed twelve (12) consecutive months. Any longer period of such employment must have the prior written agreement of both the Employer and the Union, agreement will not be unreasonably withheld.
- (b) Utilization of USW, Local 1944 Members on book-off under this agreement will not require the Employer to post under Article 10.01 (a), however; the Employer will advise the Union when they utilize a USW, Local 1944 Member on book-off to fill a temporary vacancy.
- (c) USW, Local 1944 Members on book-off used to fill Full Time Temporary positions within USW 2009's jurisdiction, shall be covered by all of the terms and conditions of this Collective Agreement.
- (d) For the duration of book off of each Employer member under this LOU, the Employer shall, in respect of each such person, pay to the Union an amount equivalent to the Union dues which would otherwise be paid per Article 6 if the position was filled by a member of the USW, Local 2009.

LETTER OF UNDERSTANDING #4

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")

WORK FROM HOME AGREEMENT

The Parties recognize a formal Work From Home agreement as an option that permits an employee to perform all or a significant portion of their job responsibilities at their residence rather than the traditional offices of the Employer on a regular part-time basis. The Parties agree that Work From Home arrangements may be approved subject to the terms of this Letter of Understanding ("LOU").

1. Employees may voluntarily request to work remotely at their residence under this LOU. As of the date of ratification, the maximum days of Work From Home per week will be three (3), and may be amended at the discretion of management in consultation with the Union.
 - i. If there is not a designated headquarters within their servicing area, the employee will be entitled to work from home on a full-time basis.
 - ii. Employees reporting regularly to a designated headquarters of the Local will have their commuting time paid for at straight time, to a maximum of one hour each way.
2. No employees shall be required to work from their residence unless it is mutually agreed or explicitly stated as a condition of hire, except in the case of an office closure, in extenuating circumstances or cases of emergency. Any such circumstances will be discussed with the Union.
3. The arrangement should be operationally feasible and provide benefit to the employee and Employer. The approval of applications to work remotely will not be unreasonably denied.
4. Employees applying for Work From Home will have satisfactorily completed their probationary period; however, the Parties may agree to waive this provision.

5. The Parties recognize that certain activities may require an employee to report to work at a designated Employer office, external location, or event, from time-to-time, beyond what is established under their Work From Home arrangement.
6. Work From Home arrangements are voluntary, and expenses, other than for required tools, supplies and equipment provided by the Employer, related to setting up and maintaining an employee's home office are the responsibility of the employee.
7. The employee will typically be responsible for ongoing costs related to: office furniture (desk, chair, etc.), home renovations, and utility costs for gas, electricity and water. The employee is responsible to ensure appropriate homeowner or tenant insurance is in place. Applicable tax forms will be issued by the Employer.
8. A Work From Home form will be completed before work from home begins, and the form may be reviewed on an annual basis. The Union and the Employer agree to meet and discuss the contents of the form.
9. An employee's Work From Home arrangement may be terminated by either the Employer or employee by written notice a minimum of sixty (60) calendar days in advance, or less by mutual agreement. In cases of discipline for just cause, written notice will be a minimum of seven (7) calendar days in advance.
10. Employees will endeavor to arrange their personal schedules to keep at or under the maximum number of Work From Home days.

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 ____ day of _____, 2025