

AGREEMENT BETWEEN:

**K-Right Communications Ltd.,
carrying on business as “Eastlink”**

AND

Unifor Local 919M

September 1, 2022 TO August 31, 2025

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ARTICLE 1 - GENERAL PURPOSE

- 1.1 The general purpose of this Agreement entered into by collective bargaining is to maintain a sound and satisfactory relationship between the Company and its employees, preventing strikes and lockouts, facilitating peaceful adjustments of grievances and disputes, preventing waste, unnecessary and avoidable delays and expense. Its purpose is also to encourage stable working conditions in the Company by keeping the Company's costs as low as possible consistent with fair wages and safe working conditions, and to establish the necessary procedures and provisions to assist both the Company and the Union accomplishing these objectives.
- 1.2 It is agreed that there shall be no strikes, work stoppages, slowdowns, boycotts, picketing, or any other interruptions of the normal work by the employees covered by this Agreement and/or the Union during the terms of this Agreement and it is agreed that there shall be no lockouts by the Company during the term of this Agreement.
- 1.3 All letters of understanding must be specifically renewed as part of the collective bargaining process.
- 1.4 Throughout this Agreement where the masculine has been used it is understood that it refers to either feminine or masculine, as the case may be.

ARTICLE 2 - RECOGNITION

- 2.1 The Company and the Union agree that the Union is the exclusive bargaining agent for all of the Company's regular employees as certified by the Canada Labour Relations Board (now the Canada Industrial Relations Board) dated May 9th, 1980 as amended August 12th, 1980, April 25th, 1988, and July 10, 1995.
- 2.2 All other employees are excluded from the Bargaining unit and without limiting the generality hereof, office employees, Service/Installation Supervisor, Marketing Coordinator, General Manager, Comptroller, Director of Marketing, System Security Coordinator, Director of

Programming, Maintenance Supervisor, Ad Channel staff and sales staff, Summer Employees who shall perform similar work to that performed by Summer Employees in the past, Casual Employees, persons who do work on a voluntary basis as part of the Company's community access operations, and such other employees as the Company may employ to perform management functions, or who are employed in a confidential capacity in matters relating to industrial relations.

- 2.3 It is agreed that the terms of this Agreement shall apply to and only to those employees in the bargaining unit described in clause 2.1 above except where otherwise specifically stated.
- 2.4 Subject to the Company's operational requirements, a leave of absence without pay may be granted to an employee who is an elected or appointed representative of the Union for the purposes of attending labour conventions, congresses and for such other union business. An employee who is an elected or appointed representative of the Union will only be entitled to a maximum of fifteen (15) business days leave of absence without pay per year. No more than three (3) employees in the bargaining unit as it is defined in Article 2.1 and no more than one (1) employee within a department, will be entitled to take a leave of absence without pay simultaneously. All requests for a leave of absence without pay for the purposes of attending labour conventions, congresses and for such other union business shall be submitted at least fifteen (15) working days in advance of the commencement of the leave of absence without pay.
- 2.5 The Company will release up to three (3) employees and no more than one (1) employee from each department, from work and will pay their regular pay for their regularly scheduled hours each day of direct negotiations with the Company up to conciliation at which time the Company will release the employees from work without pay. Additional to the set allotment above, the employer agrees that Unifor Local 919-M President or a designated alternate can participate in Bargaining.
- 2.6 The Union will provide to the Company and keep up to date a list of employees who have been elected or appointed Union Officers or Stewards authorized to represent the Union.

- 2.7 The Company will provide to the Union and keep up to date a list of the supervisors of the Employees.
- 2.8 Upon written request signed by the Local's Secretary-Treasurer and President, the Company will continue to pay Union Representatives absent from work on a Union Leave of Absence their regular pay. This request will be submitted as soon as reasonably possible to allow the Company to make any necessary arrangements. The Union will be responsible to the Company to reimburse wages for such leaves.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Management of the Company's operations, including the right to plan direct and control operations, to direct the working forces, to hire, transfer, reclassify, test, discipline (including discharge) for just cause, and to lay off employees, and those matters requiring judgment as to the competency or ability of the employees to perform the work required are the sole and exclusive prerogatives of the Company.
- 3.2 The Company reserves the right to discipline and discharge employees for just cause. The employee, the Local Union Representative and the applicable National Representative of Unifor shall be notified in writing of any disciplinary action within fifteen (15) business days of the company's knowledge of the imposition of the discipline. If this procedure is not followed, the notice of discipline shall not form part of the record of the employee or affect his job status in any way. Without restricting this general right, it is agreed that the Company may discharge any employee for the following specific offenses:
 - (1) Stealing, falsifying statements or records or any other form of dishonesty;
 - (2) Malicious, defacing or damaging of Company property;
 - (3) Reporting for work under the influence of alcohol or drugs or being under the influence of alcohol or drugs while on duty, subject only to the Canadian *Human Rights Act*;
 - (4) Without serious provocation, assaulting any superior or other employee of the Company;

- (5) Deliberately refusing to obey a legitimate order of a superior;
- (6) Being absent for more than three (3) working days without having been granted leave by the Company, or being more than three (3) working days late in returning from an approved leave of absence without notifying the Company.

Provided it is agreed that in the event an employee is discharged for any of the foregoing matters, the employee shall be entitled to grieve.

- 3.3 Any record of discipline which may have been placed on the file of an Employee, shall be removed after twenty-four (24) months have elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.
- 3.4 The Employer, the Union and the Employees agree that there will be no discrimination on the basis of race, national or ethnic origin, colour, religion, age, sex (including pregnancy and childbirth), marital status, family status, sexual orientation, disability (as set out in the Canadian Human Rights Act), conviction for which a pardon has been granted, or any other enumerated grounds set out in the Canadian Human Rights Act, or union activity protected by the Canada Labour Code, Part I.
- 3.5 The Employer and the Union recognize the right of employees to work in an environment free from sexual harassment, personal harassment and intimidation, or violence, and agree that such forms of harassment will not be tolerated in the workplace.

ARTICLE 4 – UNION MANAGEMENT COMMITTEE

- 4.1 It is agreed that a Union-Management Committee will meet at the request of either party for the purpose of airing problems which may arise from time to time, no less than twice per calendar year (unless otherwise agreed to between the parties). Explanation of new Company policy may also be discussed at these meetings. Employees engaged in meetings of this committee during their normal working hours shall suffer no loss of pay for time spent in such meetings.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 For the purpose of this Agreement, a grievance is defined as a difference between the parties to or Employees bound by the Agreement concerning the interpretation, application, or alleged violation of any clause of this Agreement.

5.2 It is mutually agreed that it is the spirit and intent of this Agreement to adjust grievances as quickly as possible. An Employee having a complaint shall normally first give his supervisor an opportunity to adjust the condition causing the complaint before lodging a formal grievance. In the event of a grievance between any member or members of the Bargaining Unit and the Company or between the Union and the Company, or between the Company and the Union, it shall be processed in the following manner:

Step 1: Within five (5) working days following the event, or knowledge by the employee of the event, on which the grievance is founded (but in any event within ten (10) working days of the event), the employee (in the case of a suspension, a designate of the employee may do so) may take the matter up with his immediate supervisor or his designee, by presenting the grievance in writing. The immediate supervisor or his designee shall reply in writing within five (5) working days of the presentation of the grievance, or failing a reply in writing, the employee may proceed to Step 2.

Step 2: Failing a reply in the first step hereof, or if such reply is unsatisfactory, the employee, within five (5) working days of the date of the reply of the supervisor or that person's designee, was or should have been made, may submit the grievance, in writing, to the Supervisor's Manager or that person's designee. The Manager or that person's designee, in responding to the grievance, will arrange a meeting to be attended by the employee concerned and/or any other person the Manager or the Union considers appropriate. The Manager or that person's designee, shall give a written decision on the grievance within five (5) working days of any meeting.

Step 3: If settlement is not reached in Step 2, the matter by written notice of either party to the

other, may be submitted to binding and final arbitration.

5.3 A grievance alleging wrongful discharge of any employee shall be filed no later than three (3) working days from the date of the discharge and commence at the second step of the grievance procedure.

5.3.1. Any grievance between the Company and the union concerning the interpretation, application or alleged violation of this Agreement may be submitted in writing by one or the other party, directly to the Company's Senior Management or to the Union President, as the case may be, within fifteen (15) working days of the event giving rise to the grievance. The Respondent to the grievance shall reply in writing within five (5) working days of receipt of the grievance.

If no satisfactory settlement is reached within a further ten (10) working days following receipt of this reply, the grievance may be submitted to arbitration on the terms set forth in Clause 5.4 below. It is the intention of the parties that the procedure provided by the clause for the union to file a grievance shall be reserved for grievances of a general nature for which the regular grievance procedure for individual employees is not available and it shall not be used to by-pass the regular procedure for employees above.

5.4 After exhausting all steps in the grievance procedure, the union or the Company, as the case may be, shall, if it wishes to go to arbitration, notify the other party within fifteen (15) working days of the end of the grievance procedure in writing.

5.4.1 Unless the parties agree that a single arbitrator be appointed, then a Board of Arbitration shall be appointed as follows:

- (a) The party requesting arbitration shall name its nominee at the same time as it gives notification of its desire to go to arbitration;
- (b) The other party shall name its nominee within a further seven (7) working days;
- (c) Within a further seven (7) working days the nominees shall agree on a neutral Chairman;

(d) In the event the nominees are unable to agree on a Chairman, or if the parties agree that the case be heard by a single arbitrator, but cannot agree on who that shall be, the Chairman or single arbitrator shall be appointed by the Federal Minister of Labour.

5.4.2 The decision of the majority of the Board or of the single arbitrator shall be final and binding. The Board or single arbitrator shall, in a discipline or discharge case, have the power to substitute a lesser penalty, but shall have no authority to change, alter, modify or in any way amend the provisions of this Agreement.

5.4.3 Each party shall pay the costs and expenses of its nominee to the Board and both parties shall share equally the costs and expenses of the Chairman or single Arbitrator.

5.4.4 The time limits in this Article may be altered or extended by mutual agreement of the parties in writing.

5.5 It is commonly understood that grievances filed by the membership of the Union are the property of the Union. As such, only the identified officers and assigned shop stewards of the Union will make the determination of withdrawing, settling or pursuing grievances.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.1 The normal hours of work shall be forty (40) hours per calendar week commencing at 00.001 a.m. Sunday provided that this shall not mean that the Company guarantees a specific number of hours or work per day or per week.

6.2 The normal tour of duty is eight (8) hours per day and forty (40) hours per week, subject to the Canada Labour Code. This tour of duty shall normally be worked from Sunday to Saturday inclusive between the hours of 6:00 a.m. to 5:59 a.m. the following day. The arrangement of the work schedule is to be directed by the Company. Where possible such schedule shall have the majority support of the employees affected. All employees are subject to shift work.

6.3 An employee shall be entitled to a night differential of fifteen percent (15%) of his basic hourly rate for all hours worked between 12:00 a.m. and 6:00 a.m. except when those hours are being worked by an employee who, as part of a rotating schedule, is assigned to work on a night shift (defined as a shift that starts between 9:30 p.m. and 2:00 a.m., and occurs at least five nights per week on a continuous, ongoing basis), in which case the night differential will not be paid.

6.4 Employees shall receive the following unpaid meal breaks: For each eight (8) hour tour of duty, one-half (1/2) unpaid hour off or one (1) unpaid hour off. Employees working thirteen (13) or more hours in any one (1) tour of duty shall receive two (2) unpaid one-half (1/2) hour or two (2) unpaid one (1) hour meal breaks. Unpaid meal breaks are to be determined by the Company. The thirteen (13) hours referred to include the two (2) meal breaks. An employee working at least two (2) hours beyond his regularly scheduled tour of duty shall be paid a meal allowance of eighteen dollars (\$18.00).

6.5 All authorized time worked, either immediately preceding or immediately following an employee's scheduled tour of duty, shall be paid at the rate of time and one-half (1 ½ X) the employee's regular straight time hourly rate for the additional time worked on the following basis:

<u>MINUTES WORKED</u>	<u>TIME PAID FOR</u>
5 - 15	¼ hour
16 - 30	½ hour
31 - 45	¾ hour
46 - 60	1 hour

6.6 Because the Company's work is of a service nature, it is understood and agreed that the Company may have to require employees to work overtime from time to time, including, without limiting the generality of the foregoing, to complete work in progress, to respond to customer service requests, to respond to interruptions in the Company's service or operations, to respond to emergency situations, and generally to carry out as expeditiously as the circumstances require work which in the Company's judgment should be done on an overtime basis. Without restricting

the Company's rights in this regard, the Company will endeavor not to require an employee to work an unreasonable amount of overtime against his wishes. The Company also agrees to give as much notice as is reasonable when overtime work is to be done. Overtime shall be performed by the employees normally engaged in the work requiring overtime.

When an overtime situation arises where no employee is then engaged in the assignment in the course of the regular shift, the overtime will be offered on the basis of seniority, subject to the employee having the ability to immediately perform the work. Where such overtime situation arises and no one has volunteered, employees will be mandated to work the overtime in reverse order of seniority (e.g. those with least seniority first). The "standby" technician will not be permitted to work overtime outside of the hours he is on standby, except in emergency situations or where no other employee is available. The "standby" technician will only be called during the first two hours after the end of his regularly scheduled shift where the Company has reasonably attempted to have other qualified employee(s) volunteer to perform the work and none of those employees have so volunteered to perform the work. Nothing herein limits the Employer's right to require employees to work the overtime in reverse order of seniority.

6.6.1 The Company will attempt to contact the employee(s) one hour or more before the shift. If the Company is unable to contact the employee(s) at their home telephone or designated number on record with the Company, the employee(s) will not be entitled to the shift cancellation payment regardless of whether or not the employee(s) received the message.

If the Company fails to advise as per the above, and the employee reports for their shift, the employee(s) will be paid a minimum of three (3) hours at the applicable, scheduled rate if they report as requested for a scheduled shift which has been cancelled.

6.6.2 Planned early morning work which is subject to cancellation due to weather conditions is not included in the foregoing. Cancellation of these early morning shift changes is determined by the Company depending on the weather conditions on the day the work is to be carried out.

- * Articles 6.2 to 6.6 are not applicable to programming employees.

6.7 Employees required to stay overnight while on assignment will be provided with suitable accommodations and meal expenses. Travel time while on such assignments will be considered as time worked and be paid at the applicable rate.

6.8 With regards to transportation for employees working as a Master Control Operator, when their shift ends between the hours of 11:30 p.m. and 6:00 a.m. and the employee does not have their own or company transportation, the employee shall, upon request, be provided with transportation to their place of residence or a taxi chit not to exceed thirty-five (\$35.00) dollars.

6.9 The purpose of this section is to ensure that a fair and equitable method of allocating working hours in the Programming Department can be attained and that the Company's goals and objectives can be reached and the employee's hours of work can be regulated while maintaining the great deal of flexibility required by the nature of the Department's business.

The work week for the Programming Department shall start at 12:01 a.m. Sunday and run until 12:00 midnight Saturday. The work week shall consist of five eight hour days. The Company may further adjust such modified work schedule(s) as it considers necessary, subject to the Canada Labour Code.

6.10 Should a Programming Department employee work extra time in a given week, the employee is entitled to an equal amount of time off within a 13 week period.

Any accumulated time-off within a 13 week period that exceeds 16 hours must be taken within a 14 day period. This 14 day period shall include the week in which the extra time was worked.

Any exceptions to the above require the consent of the employee concerned and the proper

representatives of the Company and the Union.

Time worked by the Programming Department employees shall be logged by the employees in a journal kept in the Programming Department for such purpose.

ARTICLE 7 - CALLBACK AND STANDBY

7.1 (a) An employee who has completed his regular day's tour of duty and who is not advised that he is required to return to work at a specific time before his next regular reporting time, and who has left the Company premises, and is called back to work not continuous with, before or after, his regular scheduled hours shall receive a minimum of two (2) hours pay at their overtime rate regardless of the time recorded on the employee's time card for that first hour. In addition, payments of one (1) bonus hour at the applicable overtime rate of time and one-half (1 ½ X) for each fourth hour worked on a particular callout will be made.

(b) When an employee is scheduled to begin work at 08:30 a.m. and that employee is required to work overtime between the hours of 12:00 a.m. and 06:00 a.m. on the same day, the employee shall have a paid rest period calculated to ensure the employee has 8 consecutive hours of rest between the end of the overtime shift and the beginning of the day shift.

7.2 a) Standby and standby work is not callback and is not subject to the provisions of Clause 7.1 hereof.

b) The period of standby is for seven (7) consecutive days. Employees will only be paid the standby hourly rate for the hours as designated by the company as standby.

c) The Cable Technician and Head End standby rate is \$2.75 (two dollars and seventy-five cents) per hour. Standby pay is not part of the employee's regular hourly rate and is not subject to any premium calculations. The minimum amount payable for a period of standby is \$200 (two hundred dollars). The minimum is only applicable to the first employee designated for standby

and this minimum will not apply to a second employee assigned to standby during the same standby period.

d) The employee on standby will be paid time and one-half (1 ½ X) his regular straight time hourly rate for a minimum of two (2) hours (i.e., three (3) hours pay) for each separate occasion he is called except that he shall be paid a maximum of two (2) hours pay for each phone call in any two (2) hour period. The employee's paid time shall commence from the time the call was made and includes any travel time to and from the employee's residence. If an employee receives another call within two (2) hours of the previous call he will not be entitled to an additional two (2) hour payment.

(e) The Company, in its sole judgment and discretion may decide, because of the requirements of operations, that an employee on standby report for continuous duty as assigned for which the employee shall receive overtime pay at the appropriate rate for all time worked in addition to the applicable standby fee.

- 7.3 Except in response to the demands of the business, all schedules for standby shall be posted seven (7) working days in advance of such schedules taking effect. Where such notice is not possible or practical, the Company shall give as much advance notice as the situation allows.
- 7.4 Time worked in this and any other article means actual hours recorded on the employee's time card or by updated electronic methods as introduced by the Company.
- 7.5 Employees in the Head End classification who have been called back to work and then returned to their residence prior to the start of their regularly scheduled shift, shall be compensated at the applicable Company business travel rate for travel from their residence to the Company premises and return when they use their personal vehicle for such travel. The maximum distance payable for one-way travel shall be 75 kilometers.

* Article 7 is not applicable to Programming Employees.

ARTICLE 8 - DISCIPLINE

8.1 The Company will arrange with the Union for the applicable Steward if such Steward or alternate Union representative is reasonably available as a full participant, at any meeting where discipline is to be imposed or at any investigative meeting with an Employee that is expected to result in discipline of that Employee. No such meeting will be held without participatory Union representation, unless the Steward or alternate Union representative is not reasonably available. No Employee will be required to attend such a meeting without a reasonable opportunity for prior consultation with a Union Representative. In recognition of the Employee's right to privacy, the Employee maintains the right to decline Union representation under this clause.

ARTICLE 9 - REST PERIODS

9.1 Employees will be entitled to two paid rest periods of fifteen (15) minutes each, one in the first half of a tour of duty and one in the second half of the tour of duty. Employees will be entitled to an additional fifteen (15) minute rest period for every additional four (4) hours worked. Normally, these breaks will be taken after two (2) hours of the commencement of the first half and second half of their shift or any additional four (4) hour period. Employees shall not leave the customer's premises to take their rest periods until their assignments have been completed, except in case of prolonged duration. In all cases, inconvenience to the customer shall be avoided.

ARTICLE 10 - HOLIDAYS

10.1 There shall be eleven (11) paid holidays as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
National Day for Truth and Reconciliation	

When any of the above holidays falls on a Saturday or a Sunday, the holiday will be observed on a work day near the holiday as mutually acceptable to the Employee and the Company.

- 10.2 An Employee must be employed a minimum of thirty (30) calendar days to be eligible for holiday pay. Employees, who, on the day of the Statutory Holiday, are on approved unpaid leave of absences, lay off or who are covered by one of the medical plans (i.e. STD, LTD) shall not be entitled to the holiday pay.
- 10.3 All work performed by an employee on a holiday under any provision of this agreement will be paid at the rate of double time (2X) the employee's regular straight time hourly rate.

Where an employee is required to work more than twelve (12) hours, they shall receive double time and one half (2.5 X) their regular straight time hourly rate for all hours worked beyond twelve (12) hours. In addition to pay for the time worked on the holiday, employees will also receive either (i) a day off in lieu or (ii) their regular rate of pay for that day. Scheduling of the lieu day will be at a time agreeable to both the employee and the employer and should be scheduled no later than one (1) month following the holiday.

- 10.4 When a holiday falls in an employee's vacation, one (1) day with pay shall be added to his vacation.
- 10.5 An employee is not entitled to remuneration for a holiday that occurs in his first thirty (30) days of employment with the Company if he does not work on that day.
- 10.6 A tour of duty beginning on the eve of a holiday and continuing into a holiday shall not be considered as work performed on a holiday, but a tour beginning on a holiday and continuing into the day following shall be considered as work performed on the holiday.

10.7 Subject to the requirements of operations, the Company will endeavour to ascertain the wishes of the employees and take same into account when scheduling Christmas and New Year's tour of duty or standby on those days. Any scheduling in this regard shall not be the subject of a grievance.

ARTICLE 11 - VACATIONS

11.1 The vacation year shall be from September 1 of one year to August inclusive of the following year.

11.2 Full-time employees hired before September 1 in any year shall be granted 1.25 days' vacation with pay for each full month worked before September 1.

11.3 Vacations for all employees shall be granted according to their net credited service on September 1 in each year on the following basis:

<u>Years of Completed Net Credited Service on September 1</u>	<u>Days of Vacation</u>
Less than 10 years	15 Days
More than 10 years	20 Days

11.4 Where staffing requirements do not permit consecutive scheduling of an employee's total vacation time, the Company may only permit two consecutive weeks at one time. Normally all vacation must be used in the vacation year that it was granted (i.e. September 1 to August 31). Vacation may be carried over in exceptional circumstances, and with the written approval of the Company. All carried over vacation must be used by November 1st.

A Winter Bonus shall be added to qualifying vacations when all or part of these vacations are taken between January 15th and the following April 15th. The Winter Bonus shall be one and one half (1 ½) working days for every week of qualifying vacation.

11.5 Employees on leave of absence, short term or long term disability, workers compensation, laid

off status, union leave or on inactive status for more than 3 consecutive months (90 consecutive days) will not earn vacation entitlements pursuant to either Article 11.2 or Article 11.3 nor be credited with service pursuant to Article 11.3 for the purposes of advancing to a higher vacation earning rate with respect to such periods in excess of 3 consecutive months (90 consecutive days).

For Example:

- An employee absent for period of two consecutive months - no change in net credited service or earned vacation credit.
- An employee absent for a period of four consecutive months: Their net credited service would not accrue for one month and the net credited service would be changed to reflect that. Their earned vacation credit for the vacation year absent would not accrue for one month (i.e. four week employee, 1.25×1). The seniority date would remain the same.
- An employee absent for a period of fifteen months over two vacation years. Nine months were taken in the first vacation year and six months taken in the second vacation year. Their net credited service would not accrue for twelve months and the net credited service date would be changed to reflect that. The earned vacation credit would not accrue for twelve months, six months within the first vacation year absent (i.e. two week employee, $6 \times 0.8333 = 5$ days) and six months for the second vacation year absent (i.e. two week employee, $6 \times 0.8333 = 5$ days). The seniority date would remain the same.

11.6 Employees are required to advise the company of their vacation preference by March 31 indicating preferences for the succeeding twelve (12) month period. It is recognized that preferred vacation may be chosen over two vacation years.

The proper operation of the business will be used in determining the available vacation times. When choosing preferred vacation time, employees will only be allowed to choose a maximum of two (2) consecutive weeks at one time. Third and fourth weeks of vacation may only be chosen when all employees have indicated their preferred dates for the first two weeks of vacation. Where two or more employees request vacation for the same period of time, preference for

vacation will be given on the basis of seniority.

Changes in the vacation schedule may be necessary for the proper operation of the business. If a change in vacation is necessary due to operational requirements, only the employee(s) whose vacation has been impacted by the change will have their vacation re-scheduled.

11.7 Should an employee be hospitalized or become eligible for the company's short term disability plan while on vacation, the days used as waiting time shall be considered sick leave if the employee has sick leave credits, and the days of vacation lost as a result of such illness will be scheduled at a later date as agreed to between the Company and the employee. To be eligible under this provision, the employee must supply to the Company written confirmation of details of the hospitalization or illness in a form satisfactory to the Company.

ARTICLE 12 - SICK LEAVE

12.1 All employees covered by this Agreement on the completion of their probationary period with the Company as provided in Article 16.2 shall be entitled to receive sick leave and personal leave with pay in minimum increments of four hours subject to the following provisions:

(a) All cases where sick leave is used, the sickness must be reported to the employee's immediate supervisor on the first day, as soon as possible, but at least by the normal reporting time of the employee concerned except in circumstances where it is impossible for the employee to report. If the employee's supervisor is unavailable at that time, the employee shall report to the person designated by the Company for this purpose.

(b) The pay for sick leave and personal leave shall be the employee's normal hours for that day's tour of duty at the employee's regular straight time hourly rate.

(c) The total amounts for sick leave for a full-time employee shall be accumulated to a maximum of 56 hours during the fiscal year. Employees shall be permitted in each such year advances against sick days to be earned in that fiscal year. Sick leave shall accrue at a rate of 4.67 hours per month of service for full time employees up to the maximum of 56 hours.

- (d) The total amounts for personal leave for a full-time employees shall accumulate up to a maximum of 24 hours during the fiscal year. Employees shall be permitted in each such year advances against personal leave to be earned in that fiscal year. Personal leave shall accrue at a rate of 0.25 of a day per month for full time employees up to the maximum of 24 hours.
- (e) Any earned but unused sick leave and personal leave shall be cancelled on termination of employment. Any used but unearned sick leave or personal leave of an employee on termination of employment shall be repaid from the employee's last pay.
- (f) Sick and Personal leave shall not be cumulative from one year to another. Personal days will be granted based on operational requirements and shall not be scheduled consecutively or with any other leave.
- (g) No sick leave will be granted to an employee in case of sickness or accident which is compensable under the *Workers' Compensation Act* for the Province of Nova Scotia or for sickness or accident which occurs during the vacation period of an employee subject to Article 11.7 or while an employee is on authorized leave of absence or lay-off, or for sickness or accident covered by groupinsurance benefits.
- (h) At the Company's request documentation from the employee's physician may be requested for sickness or accident causing in excess of two (2) consecutive days of absence.
- (i) An employee who fails to notify the Company as provided in paragraph (a) hereof within one (1) hour after commencement of the employee's tour of duty shall be deemed absent without leave.
- (j) An employee on sick leave shall notify the Company of their intention of returning to work prior to their return.

(k) The employer reserves the right to require a certificate from a qualified physician as part of an attendance management process, as part of the workplace accommodation process or to cover any period of days of sickness, whether paid or unpaid, and approval of sick leave will be conditional on the employee providing an acceptable certificate when so requested.

(l) The Company's physician shall respect the medical confidentiality of the employee and will simply state in the report to the Company whether the employee is well enough to return to work with or without any limitations and/or will not affect the health of others or whether the excessive absenteeism has cause. The report will also provide a prognosis regarding the employee's condition. This Clause does not supersede the requirements of the Company's insurance carrier.

12.2 The Company and the Union recognize that they both have obligations to accommodate injured workers to facilitate their return to work, and they agree to discuss and deal with each such case on an individual basis.

ARTICLE 13 - HEALTH AND PENSION

13.1 The Company shall pay fifty percent (50%) of the cost of a group benefit plan and each employee shall pay the remaining fifty (50%) of the cost.

13.2 Notwithstanding the pension plan documents, the Company agrees to provide the following for all employees employed as of August 25, 2009, namely pension entitlement as follows:

- (a) Subject to the limitations of the Company Pension Plan, each member will contribute by payroll deductions up to 5% of their monthly earnings. This regular contribution will be applied to the cost of their pension. The Company will contribute the balance of the cost of the pension.
- (b) The benefit accrual rate under the Company Pension Plan will continue to be 2.0% of earnings with a 2001 base year.

- (c) The normal retirement age will continue to be age 62.
- (d) Early retirement is permitted in accordance with the terms of the Company Pension Plan with an actuarial reduction of 0.25% per month up to 3% per year from age 62.
- (e) Indexing will continue in accordance with the terms of the Company Pension Plan, beginning January 1 of each year by the percentage increase in the Consumer Price Index to a maximum increase of 2.5% per year.
- (f) The Union will be provided copies of the Report of the Actuarial Valuation as they become available.

13.2.1 Notwithstanding the pension plan documents, the Company agrees to provide for all employees who commence employment after August 25, 2009, namely pension entitlement under the Company's Defined Contribution pension plan as follows:

The Company agrees to match an employee's contribution to the plan up to a maximum of 4.5% of the employee's normal weekly earnings, excluding overtime, standby, callback and other fringe benefits.

13.3 It is agreed that it is a condition of employment that an employee having completed three (3) calendar months of service with the Company shall become a member of the company insurance plan and the company medical plan referred to in this Article and it is also agreed that it is a condition of employment that an employee after one (1) year's continuous service becomes a member of a Company Pension Plan in accordance with Clause 13.2.

13.4 For as long as the Company continues to provide an employee discount to all retiring employees (who reside in Company's serving area), an employee who retires shall retain their Company discount eligibility.

ARTICLE 14 - COMPASSIONATE LEAVE AND BEREAVEMENT

14.1 The Company may grant at its discretion compassionate leave without pay upon the request by an employee in order that the employee may deal with some unforeseen contingency or

emergency affecting him or the employee's immediate family which shall mean the employee's father, mother, husband, wife, children, mother-in-law, and father-in-law.

14.2 The company will grant a leave of absence with pay for the purposes of attending funerals in the case of bereavement as follows:

a) Up to seven (7) calendar days leave immediately following the death of an employee's spouse or common law partner, child, child of the employee's spouse or common-law partner, father and mother, and the spouse or common-law partner of the father or mother, brother, or sister; the employee shall be paid for all regularly scheduled shifts during that seven (7) calendar day period.

b) Up to three (3) working days immediately following the death of an employee's mother-in-law, father-in-law, and the spouse or common-law partner of the mother-in-law and father-in-law, grandparents, grandchildren, and any other relative residing with the employee or with whom the employee resides; the employees shall be paid for all regularly scheduled shifts during that three (3) working day period. These absences will be extended by one day where a full day's travel is required.

14.3 The Company, in its discretion, may grant time off without pay in special cases of employees requesting to attend funerals of friends or distant relatives, provided however, the employee will have the ability to make up the time within the next pay period.

14.4 The Company recognizes that in exceptional circumstances an employee may want to discuss the use of his/her bereavement leave in accordance with article 14.2 where there are unique arrangements for the funeral of the deceased. In these circumstances, the employee should discuss the matter with his/her manager and Human Resources.

14.5 The Company will grant two (2) days' leave to be taken immediately preceding and/or following the birth or adoption of a child. The employee, at the employee's option, may use available sick

days, personal days, or vacation days, if the employee wants to be paid for either or both of these leave days.

ARTICLE 15 - JURY DUTY

15.1 An employee will be excused from his normal regular hours of work while serving on jury duty in the Province of Nova Scotia. The employees will deposit with the Company proof to the satisfaction of the Company of actual service in jury duty and all remuneration from all sources received for such jury duty and the Company will then pay to the employee his salary for the normal hours worked during such time as he is on jury duty. No extra time or overtime will be allowed for time spent on jury duty.

ARTICLE 16 - SENIORITY

16.1 Seniority shall be defined as the length of continuous employment with the Company at Halifax, Nova Scotia, while a member of the bargaining unit.

16.2 New employees with the Company will be considered as probationary employees until they have completed one hundred and eighty (180) days of continuous compensated service, provided that this period may be extended for a further ninety (90) days if deemed necessary by the Company and agreed between the Company and the employee and during this probationary period an employee may be dismissed at any time for any cause. At the conclusion of the probationary period, an employee's seniority will revert back to his first date of compensated service.

16.3 An employee loses all seniority when:

- (a) He voluntarily quits his employment with the Company.
- (b) He is discharged for just cause and is not reinstated through the grievance procedure herein.
- (c) He is laid off for a period of more than six (6) months.
- (d) He absents himself from work for more than three (3) consecutive working days without securing leave of absence from the Company, provided that this provision shall not

diminish or prohibit the Company's right to discharge any employee who is absent without reasonable excuse in which event the seniority would be forfeited on the date of discharge.

- (e) He fails to return to work within five (5) days after recall notice is given to him personally or by registered mail or telegram to his last address on file with the Company. It shall be a condition of possible future recall from lay-off that all employees keep the Company informed of their current mailing address.
- (f) He is on leave-of-absence for a period of more than twelve (12) months.
- (g) He is promoted to a position outside the bargaining unit and remains in such position for a period of twelve (12) calendar months, in which case loss of seniority shall then be computed to take effect as of the date of original promotion to such position; so long as union dues are remitted during the twelve (12) month period. During the twelve (12) month period, the Company may elect to return such employee to the bargaining unit to an available position for which the employee is qualified or the employee may elect to return to the bargaining unit to an available position for which the employee is qualified.

16.4 Layoffs shall be in inverse order of seniority within each of the departments of Head End, Programming, and Outside Technicians. Affected employees will be advised of layoff no later than four weeks in advance or receive pay in lieu.

An employee facing layoff in a particular department may displace an employee with less seniority in another department provided he has the qualifications to immediately perform all of the duties required in the other department. Laid off employees shall retain recall rights for six (6) months. Employees with recall rights shall automatically be recalled in order of seniority to vacancies in their department or to vacancies for which they possess the qualifications for the job.

16.5 In the matter of promotions to positions between departments other than the employee's current department, the skill, ability, experience, knowledge and training to immediately perform all of the

required functions of the work in question shall be the primary and governing consideration at the sole discretion of the Company, provided that where all of those qualifications are equal, seniority will govern.

- 16.6 The Company agrees not to subcontract any work normally performed by members of the Bargaining Unit if the effect of such subcontracting of work would result in the layoff of a member of the Bargaining unit or a reduction in the number of normal hours of work.
- 16.7 Except in emergencies, the Company agrees not to assign to any other person duties normally performed by members of the Bargaining Unit except for supervisory and management personnel who may perform such duties for training employees, evaluation of new equipment and to assist a member of the Bargaining Unit.

ARTICLE 17 - PUNCTUALITY AND TARDINESS

- 17.1 Employees shall be ready for work at the time designated for the start of their tour of duty.

ARTICLE 18 - SPECIFIC EMPLOYMENT REQUIREMENTS

- 18.1 For all employees required to drive a company vehicle, it is agreed that it is a condition of employment that all employees covered by this Agreement have a valid Nova Scotia Class 5 Drivers License.
- 18.2 All employees required to wear safety footwear shall obtain them at no cost to the employee, using a Company approved list once a calendar year within the month of September. The safety footwear selection shall be determined by the Company with input from employees through labour management meetings. Any newly hired employee required to wear safety footwear may access safety footwear immediately for that calendar year. Notwithstanding the above, should the approved list be-unable to meet the physical or operational needs of a specific employee, such situation shall be dealt with on an exceptional basis.

ARTICLE 19 - TOOLS

19.1 **TOOLS AND TEST EQUIPMENT** - The Company shall determine what tools are required and shall supply and replace same as in its judgment is necessary. All employees shall otherwise be responsible to the company for all tools assigned to them.

19.2 **TEST EQUIPMENT**: Employees will be responsible for lost test equipment to a maximum of \$150.00 if it is determined by the Company that the loss was due to employee negligence.

ARTICLE 20 - CLASSIFICATION AND PROGRESSION

20.1 The wage scale for technicians is generally designed to provide compensation for skills acquired and demonstrated, rather than for the specific job duties performed by an employee. The classifications and levels on the scales reflect this, rather than specific work assignments. Upward movement from one classification to the next, and from one level to the next within a classification, is dependent on the results of the practical and written tests rather than on the existence of a vacancy.

An employee's placement and subsequent movement on the scale will be determined by testing, to be 40% written and 60% practical. Should employees feel they have not been fairly assessed or slotted into the wage scale, although the final determination of the issues raised by the employee will rest with the Company, such situation may be the subject of a grievance.

20.2 It is agreed that:

- (a) the Company is responsible for providing course material (including correspondence course material) and keeping it current;
- (b) while the bulk of the training will be provided by the Company on the job and there will continue to be some allowance for study on working time (for example, during inclement weather), employees are expected to devote a reasonable amount of their own time to achieving their training and learning goals.

20.3 At any time with reasonable notice (no longer than three months), employees can choose any classification and level they wish to try to achieve. However, the Company may establish a reasonable waiting period (no longer than three months) before permitting an employee to rewrite a test. Employees who choose, at the time of implementation or any time in the future, not to participate in wage progression through the classifications and levels will maintain the pay level and classification to which they were assigned when the system was implemented or any such higher level they have achieved.

ARTICLE 21 - CHECK OFF OF DUES

21.1 The Company agrees to deduct, from the wages of each employee in the bargaining unit, Union dues duly authorized by the Union and remit the amounts so deducted to the treasurer of the Union, as per section 70 of Canada Labour Code Part I.

21.2 The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of, or resulting from, the operation of this Article.

ARTICLE 22 – AVERAGING

22.1 The provisions of this article are conditional upon the Company being granted an annual averaging permit from the Employment and Social Development Canada (ESDC) Labour Program.

22.2 The hours of work in a day and in a week will be calculated as an average over a period of thirteen (13) consecutive weeks. The standard hours of work of an employee shall be 520 over the thirteen (13) week averaging period. All hours worked in excess of the standard hours of work shall be paid at the overtime rate which is 1.5 x the base rate. Overtime hours will be reconciled at the end of the averaging period.

22.3 Employees shall be entitled to an unpaid thirty (30) minute lunch break in every eight (8) hours worked and a fifteen (15) minute rest period for each 4 hour period worked. Management will

grant lunch breaks and rest periods subject to live events and the work related to live events. Employees are not permitted to skip their lunch and/or rest periods to change the start or end time of a shift.

22.4 Based on the nature of the operation and the function of the Master Control Operators, the Company and the Union recognize and agree that on occasion there will be a requirement to make changes to the shift schedule either to meet an operational requirement or to allow the employee some flexibility. As a result, any change to a scheduled shift will be made in accordance with the following:

- (a) The shift schedule will be posted at least fourteen (14) days in advance. In the event that operational requirements necessitate a change to the posted schedule (i.e. an unplanned live event is added to the broadcast schedule) then the employer shall select an employee to work the required shift(s) unless another employee volunteers to work the unplanned shift(s).
- (b) Where an employee is interested in making a change to his/her scheduled shift, other than for the use of personal leave, vacation leave, and paid sick leave all of which shall be governed by the applicable provisions of the collective agreement, the employee may request a shift change by first finding another employee to work his/her scheduled shift. The request to switch shifts is subject to approval of management based on operational requirements which will include a consideration of the number of hours the employee who wants to work the shift has worked in the last four (4) weeks as well the skill and ability required to perform the work.
- (c) Where an employee does not find another employee to work the scheduled shift or the shift change request is denied, then the employee who was originally scheduled to work the shift must work the shift.

- (d) Where an employee is not able to work his/her scheduled shift and there are no other employees available to work the scheduled shift(s) management may perform the work of the Master Control Operators. This is not intended to relieve the Master Control Operator of his/her obligation to report for all scheduled shifts. The Company acknowledges that it is required to post for any vacancy in accordance with the collective agreement as soon as reasonably possible after becoming aware of the vacancy.
- (e) During live events and related programming, employees must remain at work until the completion of the live event and the work related to the live event unless prevented from doing so by an unexpected emergency.
- (f) The Company agrees to provide the Union with notice of its intention to apply to renew the permit, should it choose to do so.
- (g) Master Control employees who work at least two hours beyond their regularly scheduled tour of duty shall be paid a meal allowance of eighteen dollars (\$18.00).
- (h) Master Control employees who are absent from work for any reason and who do not have any paid entitlements available to cover the missed time will not be paid for the time not worked. In this circumstance, the standard hours of work in the averaging period shall be reduced by the number of hours not worked.

ARTICLE 23 - TERM OF AGREEMENT

22.1 This Agreement is for a term commencing date of September 1, 2022 and terminating midnight of August 31, 2025.

IN WITNESS WHEREOF, both parties hereto have executed this Agreement by their duly authorized official. Dated this _____ day of _____ 2022.
2023-01-26 | 2:22 PM AST

SIGNED in the presence of:

K-Right Communications Ltd., carrying on business as Eastlink, Halifax, Nova Scotia

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Natalie MacDonald

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Andy Arsenault

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Jeff J. Brown

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Caitlin Roberts

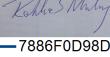
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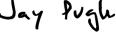
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Randy Outhouse

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SCHEDULE "A"**Technical Wage Scale**

	Effective September 1, 2022 (4% increase)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Halifax Head End Tech	\$31.58	\$33.33	\$34.42	\$35.44	\$36.56
Halifax Advanced System Tech	\$27.77	\$28.80	\$29.85	\$30.85	\$31.89
Halifax System Tech	\$23.45	\$24.29	\$25.12	\$25.89	\$26.73
Halifax Service tech	\$19.32	\$20.13	\$20.98	\$21.78	\$22.63

	Effective September 1, 2023 (2% increase)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Halifax Head End Tech	\$32.21	\$34.00	\$35.11	\$36.15	\$37.29
Halifax Advanced System Tech	\$28.33	\$29.38	\$30.45	\$31.47	\$32.53
Halifax System Tech	\$23.92	\$24.78	\$25.62	\$26.41	\$27.26
Halifax Service tech	\$19.71	\$20.53	\$21.40	\$22.22	\$23.08

	Effective September 1, 2024 (2% increase)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Halifax Head End Tech	\$32.85	\$34.68	\$35.81	\$36.87	\$38.04
Halifax Advanced System Tech	\$28.90	\$29.97	\$31.06	\$32.10	\$33.18
Halifax System Tech	\$24.40	\$25.28	\$26.13	\$26.94	\$27.81
Halifax Service tech	\$20.10	\$20.94	\$21.83	\$22.66	\$23.54

Master Control Operator

Master Control Operator PT (Hourly)		Sept 1 2022-4%	Sept 1 2023-2%	Sept 1 2024-2%
Step 1	Start to 1040 hrs	\$17.62	\$17.97	\$18.33
Step 2	1040-2080 hrs	\$19.18	\$19.56	\$19.95
Step 3	2080-4160 hrs	\$20.99	\$21.41	\$21.84
Step 4	4160-6240 hrs	\$23.60	\$24.07	\$24.55
Step 5	6240 hrs and over	\$24.75	\$25.25	\$25.76

Master Control Operator FT (Salary)		Sept 1 2022-4%	Sept 1 2023-2%	Sept 1 2024-2%
Step 1	Start (1-6 months)	\$36,620.33	\$37,352.74	\$38,099.79
Step 2	7-12 months	\$39,884.92	\$40,682.62	\$41,496.27
Step 3	13-24 months	\$43,702.53	\$44,576.58	\$45,468.11
Step 4	25-36 months	\$49,113.53	\$50,095.80	\$51,097.72
Step 5	37 months and over	\$51,481.25	\$52,510.88	\$53,561.10

SCHEDULE "B" – Seniority List

<u>Employee</u>	<u>Job Title</u>	<u>Seniority Date</u>
Harlow, Michael	Head End Technician	22-May-84
Spears, Chris	Head End Technician	29-Aug-88
Pembleton, Stephen	Advanced System Technician	17-Apr-00
Cosgrove, Brandon	Advanced System Technician	11-Mar-02
MacGillivray, Bernard	Advanced System Technician	11-Mar-02
Mullins, Jeremy	Advanced System Technician	24-Mar-03
Mackay, Robbie	Advanced System Technician	26-Jun-06
Huckle, Lloyd	Head End Technician	6-Nov-06
Holden, Steven	System Technician	8-Jan-07
Donovan, Terrance	Advanced System Technician	4-Jun-07
Smith, Theodore	Advanced System Technician	4-Feb-08
Brunt, Nathan	Head End Technician	8-Jun-09
Harris, Martin	Service Technician	18-Feb-13
Pugh, John	Master Control Operator	16-Dec-13
Bruce, Justin	Advanced System Technician	18-Aug-14
Swan, Tyler	Head End Technician	2-Nov-15
Erickson, Robert	Master Control Operator	12-Apr-17
Killam, C.J.	Master Control Operator	28-Aug-17
Christenson, Kirk	Service Technician	4-Dec-17
Young, Andrew	System Technician	4-Dec-17
Delorey, Eric	Master Control Operator	9-Mar-20
MacIsaac, Adam	System Technician	7-Mar-22
Esber, Michael	Service Technician	7-Mar-22

LETTER OF AGREEMENT ON PAID EDUCATION LEAVE FOR UNIFOR

Eastlink agrees to contribute \$800 a year on the behalf of its workers for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies will be paid, upon receipt of invoice from UNIFOR on October 31st of each year into a trust fund established by the National Union, Unifor, effective from date of ratification, and sent by Eastlink to the following address:

**UNIFOR Paid Education Leave Program,
115 Gordon Baker Road
Toronto, ON M2H 0A8**

LETTER OF UNDERSTANDING – VACATION PURCHASE PLAN

Eastlink currently has a vacation purchase plan (VPP) that it is trialing and will allow Employees to participate on the same terms and conditions, and as long as the plan continues to be offered to all employees. Information about Eastlink's VPP, and how Employees can elect to participate, will be provided to Employees from the People & Culture department.

Option to apply overtime to VPP

Commencing in January 2023, if an Employee has opted into the VPP, instead of paying into the VPP through payroll deduction, they may choose to purchase 5 days of vacation with the first forty (40) hours of earned overtime in the calendar year (e.g. one (1) hour of overtime paid at time and one-half will be applied as one and one-half (1.5) hours).

All earned overtime hours will be applied to the VPP as it accrues, until the full forty (40) hours is purchased, after which time the Employee will be paid for overtime worked. Where earned overtime hours are applied to the VPP, only the number of hours purchased may be used.

For the lifetime of this collective agreement, this option of applying overtime to VPP will not be available to Master Control Employees.