

AGREEMENT BETWEEN:

PERSONA COMMUNICATIONS INC., carrying on business as “Eastlink”

AND

UNIFOR, LOCAL 37-13

September 5, 2022 –September 4, 2025

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## **ARTICLE 1 - DEFINITIONS**

1.1 In this Collective Agreement, the following words shall have the following meanings:

- (a) “Agreement” means this Collective Agreement;
- (b) “Bargaining Unit” means the bargaining unit defined by the certification order and amended by the clarification letter as set out in Article 3.1 of this Agreement.
- (c) “Company” means Persona Communications Inc.
- (d) “Employee” means an employee of the Company who is a member of the bargaining unit as defined in Article 3.1 of this Agreement.
- (e) “Fiscal Year” means the period starting with September 1 of one year and ending on August 31 of the next year.
- (f) “Paid Service” means time worked for which an employee is entitled to receive wages pursuant to Article 9.1 and does not include time for which the Employee is receiving sick leave pay, workers’ compensation, or benefits covered by one of the insured plans (i.e. STD, LTD).
- (g) “Red Circled” means that an employee who currently earns a greater benefit than that which is provided for in this Agreement will maintain that benefit level and not have their benefit reduced as a result of this Agreement.
- (h) “Union” means Unifor Local 37-13.
- (i) “Full-time” employee means a person hired for regular employment on a continuous basis and is not a part-time employee.
- (j) “Part-time” employee means a person hired for regular employment and who is normally required to work less than forty (40) hours per week.

1.2 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 - GENERAL PURPOSE AND NO STRIKE OR LOCKOUT**

2.1 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.

2.2 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.

### **ARTICLE 3 - RECOGNITION, CHECK-OFF OF DUES, UNION SECURITY AND UNION LEAVES**

3.1 Unifor is hereby certified to be the bargaining agent for "All employees of Persona Communications Corp. employed in its Central Ontario Technical Operations Department save and except office and clerical employees, Quality Assurance Technician and persons above the rank of Chief Technician (Clarity Note: Employees covered by the foregoing bargaining unit description are Chief Technician, Head End Technicians, Network Technicians, Service Technicians, Warehouse Clerks and Lead Warehouse Coordinator. The foregoing bargaining unit description does not cover employees in the design and planning department including RF Designer/Broadband Engineering Technicians, Fibre Optic Technician, Fibre Optic Coordinator and Project Coordinator.)

Proposed Change: Remove Fibre Optic Technician.

3.2 It is agreed that the terms of this Agreement shall apply to and only to Employees in the Bargaining Unit.

3.3 All Employees must pay the regular union dues.

3.4 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.

3.5 Such monies, together with a detailed list of such collection, shall be remitted monthly to the Local, within 10 days after the end of the calendar month in which such deductions are made.

3.6 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.

3.7 Subject to the Company's operational requirements, a Union 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. The total period of leave available pursuant to this article 3.7 to any Employees who are elected or appointed representative of the Union for the purposes of attending labour conventions, congresses and for such other union business shall not exceed a

maximum of three calendar weeks leave of absence without pay per year for each of the two shop stewards. No more than two (2) Employees in the Bargaining Unit will be entitled to take a Union leave of absence without pay simultaneously. All requests for a Union leave of absence without pay for the purposes of attending labour conventions, congresses and for such other union business shall be submitted to the Company at least fifteen (15) working days in advance of the commencement of the Union leave of absence without pay.

- 3.8 Upon written request signed by the Local's Secretary-Treasurer or 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.
- 3.9 The Company will release up to three (3) Employees 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 those Employees from work without pay for the purpose of participating in conciliation.
- 3.10 The Union shall appoint an Employee to the Joint Health and Safety Committee.
- 3.11 The Union may elect or appoint a maximum of two (2) Stewards.

Proposed Change: The Union may elect or appoint three (3) Stewards.

- 3.12 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.
- 3.13 A Steward shall be permitted reasonable time without loss of pay to assist an Employee with respect to a grievance or potential grievance; however, the Steward must obtain permission in advance from the Steward's supervisor to do so; such permission to not be unreasonably withheld.
- 3.14 The Company will provide to the Union and keep up to date a list of the supervisors of the Employees.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.1 The Company has the sole and exclusive right to manage its business and operations and direct the workforce including but not limited to, the right to plan, direct and control operations; to direct the working forces; hire, transfer, evaluate, reclassify, demote, test, discipline, or discharge for just cause and lay off Employees; establish and enforce policies and procedures; and manage its operations except as specifically restricted otherwise in this Agreement. 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.

## **ARTICLE 5 - DISCIPLINE AND DISCHARGE**

- 5.1 The Company reserves the right to discipline and discharge Employees for just cause.
- 5.2 Without restricting this general right, it is agreed that the Company may discharge any Employee for the following specific offenses:
  - (a) Stealing, falsifying statements or records or any other form of dishonesty;
  - (b) Malicious, defacing or damaging of Company property;
  - (c) 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*;
  - (d) Without serious provocation, assaulting any superior or other employee of the Company;
  - (e) Deliberately refusing to obey a legitimate order of a superior or being insolent to a superior;
  - (f) 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;
  - (g) Where an employee is involved in an accident involving a Company vehicle and the employee is determined to be at fault as evidenced by a conviction pursuant to the Criminal Code of Canada or the Highway Traffic Act;
- provided it is agreed that in the event an Employee is discharged for any of the forgoing matters, the Employee shall be entitled to grieve.
- 5.3 Any reference to disciplinary action will be considered removed from the Employee's personnel file twelve (12) months from the date the discipline was imposed, provided that there has been no repetition of similar infractions or discipline imposed within the period of twelve (12) months. In the event that the Employee is absent from work for a period in excess of thirty (30) consecutive calendar days, the twelve-month period referenced herein shall be extended by a period equal to the length of the absence.
- 5.4 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 Article.

## **ARTICLE 6 - UNION-MANAGEMENT COMMITTEE**

6.1 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 but in any event no less than twice per calendar year. 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 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

7.1 For the purpose of this Agreement, a grievance is defined as a claim by an Employee, the Union or the Company concerning the interpretation, application, or alleged violation of any clause of this Agreement.

7.2 It is mutually agreed that it is the spirit and intent of this Agreement to address grievances as quickly as possible.

7.3 An Employee having a complaint shall first give his supervisor an opportunity to adjust the condition causing the complaint before lodging a formal grievance.

7.4 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 seven (7) working days following the event, or knowledge by the Employee of the event, on which the grievance is founded (but in any event within fifteen (15) working days of the event), the Employee and the Union Steward (in the case of a suspension, a designate of the Employee may do so) may take the matter up with his immediate supervisor or that person's designee, by presenting the grievance in writing. The immediate supervisor or that person's designee shall reply in writing within seven (7) 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 Union Steward, 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 Director of Technical Operations of the Company. The Director of Technical Operations or that person's designee, in responding to the grievance, will arrange a meeting to be attended by the Employee concerned and the Union's National Representative and any other person the Director of Technical Operations or that person's designee or the Union's National Representative considers appropriate. The Director of Technical

Operations or that person's designee shall give a written decision on the grievance within ten (10) working days of any meeting, or failing a written decision, the Employee may proceed to Step 3.

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 pursuant to Article 7.7.

7.5 A grievance alleging wrongful discharge of any Employee shall be filed no later than five (5) working days from the date of the discharge and shall commence at the second step of the grievance procedure.

7.6 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 Director of Technical Operations 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 fifteen (15) working days of receipt of the grievance.

If no satisfactory settlement is reached within a further fifteen (15) working days following receipt of this reply, the grievance may be submitted to arbitration on the terms set forth in Clause 7.7 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 Employees is not available and it shall not be used to by-pass the regular procedure for Employees above.

7.7 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.

7.8 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.

7.9 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.

- 7.10 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.
- 7.11 The time limits in this Article may be altered or extended by mutual agreement of the parties in writing.

## **ARTICLE 8 - HOURS OF WORK AND BREAKS**

- 8.1 The normal hours of work shall be forty (40) hours per calendar week commencing at 00.001 a.m. Sunday. This does not mean that the Company guarantees a specific number of hours of work per day or per week.
- 8.2 The normal tour of duty is eight (8) hours per day and forty (40) hours per week, subject to the *Canada Labour Code*. The arrangement of the work schedule is to be directed by the Company. All Employees are subject to shift work.
- 8.3 For each eight (8) hour tour of duty, Employees shall receive one-half (1/2) unpaid hour off for a meal break. The one-half (1/2) unpaid hour should normally be taken approximately immediately prior to or immediately following the midpoint of the Employee's tour of duty. Employees are not permitted to combine the lunch break with the rest periods referenced in article 8.4, unless otherwise approved by a manager.
- 8.4 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 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.
- 8.5 Employees who are requested to stay overnight on assignment shall be entitled to a per diem meal allowance of:

Breakfast	\$20.00
Lunch	\$25.00
Supper	\$35.00

Proposed Change:

Breakfast	\$25.00
Lunch	\$30.00
Supper	\$40.00

- 8.6 Employees who are required to travel overnight shall, according to Company policy, have their suitable accommodation expenses borne by the Company or be reimbursed for their suitable accommodation costs by the Company.
- 8.7 An Employee working at least two (2) hours beyond his normal tour of duty shall be paid a meal allowance of eighteen dollars (\$18.00) and he shall take his meal break no earlier than thirty (30) minutes after the overtime has begun and no later than thirty (30) minutes before overtime ends.

Proposed Change: Meal allowance increase to twenty five, (\$25)

- 8.8 The Employer will try to assign work outside of a work center on a rotating basis based on operational requirements and the skill and ability required to perform the work.
- 8.9 When an Employee is scheduled to begin work at 08:30 am and that Employee is required to work overtime between the hours of 12:00 am and 06:00 am 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.

## **ARTICLE 9 - WAGES AND OVERTIME**

- 9.1 The wage rates for Employees are as set out in Schedule “A”.
- 9.2 All authorized time worked in excess of 40 hours per week shall be paid at the rate of time and one-half (1.5 X) the Employee's regular straight time hourly rate for the additional time worked on the following basis:

<b><u>Minutes Worked</u></b>	<b><u>Time Paid For</u></b>
5 - 15	$\frac{1}{4}$ hour
16 - 30	$\frac{1}{2}$ hour
31 – 45	$\frac{3}{4}$ hour
46 – 60	1 hour

- 9.3 Because the Company's work is of a service nature, it is understood and agreed that the Company may require Employees to work overtime. Without restricting the Company's rights in this regard, the Company will endeavour not to require an Employee to work an unreasonable amount of overtime against the Employee's wishes. The Company also agrees to give as much notice as is reasonable when overtime work is to be done.

Proposed Change: A new nightshift premium (15%) pay increase for all hours worked from midnight (24:00) till eight (08:00) AM.

## **~~ARTICLE 10 - CALLBACK AND STANDBY~~**

10.1 An Employee who is called to work either before or after his normal tour of duty shall receive a minimum of three (3) hours pay at their regular rate if the following criteria are satisfied:

- (a) they have completed their normal tour of duty;
- (b) they were not advised that they were required to return to work at a specific time before their next normal tour of duty; and
- (c) they have left the Company premises before being called back.

10.2 Standby and standby work is not callback and is not subject to the provisions of Article 10.1 hereof.

10.3 The period of standby is for seven (7) consecutive days.

Proposed Change: Each Employee may be scheduled to a maximum of sixteen (16) standby periods per calendar year. Any additional standby period requirements will be on a voluntary basis.

10.4 The standby rate is three hundred and forty-five dollars (\$345) for the standby period. ~~Standby pay is not part of the Employee's regular rate and shall not be included in any premium calculations.~~

Proposed Change: If an Employee volunteers for more than sixteen (16) standby periods, each additional standby period rate will be seven hundred (\$700).

10.5 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.

10.6 The Employee on standby will be paid his regular straight time hourly rate for a minimum of three (3) hours as a result of being called. 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. During that three (3) hour call period the Employee is subject to the direction of

the Company and shall perform all such tasks as required until the said three (3) hour period expires.

- 10.7 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.
- 10.8 Time worked in this and any other article means actual hours recorded on the Employee's timesheet.
- 10.9 Employees required to stay overnight while on assignment will have their travel time while on such assignments considered as time worked and be paid at the applicable rate.

New Proposal in Article 10: An Employee who is scheduled a standby period will not be required to be available for scheduled off normal maintenance during the standby period.

## **ARTICLE 11 - NO PYRAMIDING OF PREMIUMS AND WORK IN A HIGHER CLASSIFICATION**

- 11.1 Except as expressly provided herein, there shall be no pyramiding of any rates of pay in excess of an Employee's regular straight time hourly rate.

## **ARTICLE 12 - HOLIDAYS**

- 12.1 There shall be eleven (11) paid holidays. The holidays shall consist of the following:

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 & Reconciliation	

When any of the above holidays falls on a Saturday or a Sunday, the day proclaimed by the Federal Government shall be the day observed provided that, if no such proclamation is made, the Company will determine the day on which the holiday will be observed in consultation with the Union.

Proposed Change: Addition of the Family Day Holiday

- 12.2 An Employee must be employed a minimum of thirty (30) calendar days in order 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.
- 12.3 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 in addition to any pay for the holiday to which the Employee may be entitled. Where an Employee is required to work more than twelve (12) hours, he shall receive double time and one half (2½ X) his regular straight time hourly rate for all hours worked beyond twelve (12) hours in addition to any pay for the holiday to which the Employee may be entitled.
- 12.4 When a holiday falls in an Employee's vacation, one (1) day with pay shall be added to his vacation.
- 12.5 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.
- 12.6 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 13 - VACATIONS**

- 13.1 The vacation year shall be the same as the Fiscal Year.
- 13.2 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.
- 13.3 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
10 or more years	20 days

Proposed Change: 20 or more years net credited service will be entitled to 25 vacation days.

Vacation entitlement will be capped at twenty (20) days per year; employees already receiving twenty-five (25) days vacation or who have reached that threshold prior to December 31, 2009, will be Red Circled.

Employees who are already earning more vacation than their entitlement as established by Article 13.3 or who have reached that threshold prior to December 31, 2009 shall be Red Circled until they progress to the next threshold.

- 13.4 Employees shall be entitled to take their vacation in one continuous period for a maximum of two weeks. Normally all vacation must be used in the vacation year that it was granted (i.e. September 1 to August 31).
- 13.5 For the purpose of computing net credited service for vacation purposes, service will not be considered broken by temporary lay-off, temporary sickness for which sick leave benefits are used, or authorized leave of absence, to a maximum of three (3) months. In such cases, Employees shall accumulate service for this purpose but shall not accumulate service thereafter. The net credited service for this purpose of an Employee who returns after an absence exceeding three (3) months shall be his service prior to such absences and the three (3) months deemed service under this Article.
- 13.6 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 maybe chosen over two vacation years. Once all employees complete the selection of their full vacation entitlement all further vacation requests will be responded to within thirty (30) days of receiving the request.

Proposed Change: All further vacation requests will be responded to within fourteen (14) days of receiving the request.

- 13.7 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.

Except in emergencies, the Employer shall give at least one month's notice of any required change from the primary vacation period previously scheduled for an employee. Where the employee wishes to change his scheduled vacation period he shall give at least one month's notice to the employer.

- 13.8 Should an Employee be hospitalized while on vacation, the time spent in hospital 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 in a form satisfactory to the Company. Any vacation pay accrued but not taken in vacation time due to illness must be taken within three (3) months of the employee returning from illness or it will be forfeited.

Proposed Change: Remove “or it will be forfeited “

13.9 Employees, who are on approved unpaid leaves of absence, laid off or who are on leaves covered by a third part insurer (i.e., STD, LTD) shall not accrue vacation during such time.

Proposed Change: Remove “not”, replace with “shall accrue” vacation during such time.

Proposed Article 13 changes:

1. A vacation premium of fifteen (15%) per week for vacation taken from January 1<sup>st</sup> to May 31<sup>st</sup> .
2. A LOU to increase the vacation allotment from two (2) to three (3) Employees for the service (AST) group.

## **ARTICLE 14 - SICK LEAVE**

14.1 All Employees covered by this Agreement on the completion of their probationary period with the Company as provided in Article 18.2 shall be entitled to receive sick leave with pay subject to the following provisions:

Proposed Change: That Article 14 be revised (updated) to current federal regulations.

- (a) All cases of 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 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 seven (7) days during the Fiscal Year. Employees shall be permitted in each such year advances against sick days to be earned in that Fiscal Year.

14.2 Employees shall accumulate personal days up to a maximum of three (3) days during the Fiscal Year. Employees shall be permitted in each such year advances against personal days to be earned during that Fiscal Year. The personal days are permitted to be used in the following situations:

- (i) in the case of an illness of a member of the Employee's immediate family and when no one other than the employee can provide for the needs of the ill person. Immediate family shall be defined as the parent, child or spouse of the employee. This would include medical appointments;
- (ii) in the case of an emergency which requires the Employee's personal attention resulting from a situation which cannot reasonably be served by others or attended to by the employee at a time when the employee is not working; or
- (iii) in all other situations, provided that operational requirements permit and the Employee has provided their manager with a minimum of forty eight (48) hours notice. The three (3) days cannot be scheduled consecutively or be attached to vacation days.

Employees shall provide their manager with as much advance notice as possible.

Any earned but unused sick days and personal days shall be cancelled on termination of employment. Any used but unearned sick days or personal days of an Employee on termination of employment shall be repaid from the Employee's last pay.

Sick days and personal days shall accrue at a rate of (0.833) days per month of service for a combined maximum of (10) days in a Fiscal Year. The ten (10) days may either be taken in full or  $\frac{1}{2}$  day increments (i.e. four (4) hours based on an eight (8) hour shift). Part time employees shall be entitled to the above days on a pro-rated basis.

- (a) Sick leave shall not be cumulative from one year to another;

- (b) No sick leave will be granted to an Employee in case of sickness or accident which is compensable under the *Workplace Safety and Insurance Act* for the Province of Ontario or for sickness or accident which occurs during the vacation period of an Employee subject to Article 13.7 or while an Employee is on authorized leave of absence or lay-off, or for sickness or accident covered by group insurance benefits;
- (c) Any leave provided for in this Article shall be subject to proof satisfactory to the Company of the circumstances justifying such leave;
- (d) An Employee who fails to notify the Company as provided in paragraph 14.1(a) hereof within one (1) hour of commencement of the Employee's tour of duty shall be deemed absent without leave;
- (e) An Employee on sick leave shall notify the Company of his intention of returning to work prior to his return;
- (f) The Employer reserves the right to require a Functional Abilities Report from a qualified physician as part of a disability management process, or as part of a workplace accommodation process at the employee's cost.

Proposed Change: Remove “at the employee’s cost”, replace with “at the Company’s cost”

Proposed Change: Add, that the Company will pay for the cost of all Doctors notes.

- (g) If an Employee leaves the Company premises due to illness, sick time will be utilized as follows:
  - (i) within the first two (2) hours of a tour of duty, one (1) sick day will be charged against the Employee.
  - (ii) within the last two (2) hours of a tour of duty, no sick time will be charged against the Employee.
  - (iii) leaving the Company's premises due to illness at any other time period within the tour of duty will result in one-half (½) sick day being charged against the Employee.

## **ARTICLE 15 - HEALTH AND WELFARE AND PENSION**

- 15.1 The Company agrees to maintain during the term of this Agreement a Company insurance plan and a Company medical plan as may be amended from time to time. The Company agrees to pay fifty percent (50%) of the cost of those plans, the participating Employees to pay the remaining fifty percent (50%) of the cost.
- 15.2 Subject to the limitations of the Company Pension Plan employees are eligible but not required to join the plan after having completed one (1) year of continuous employment. The Company agrees to match any Employee's contribution to the Pension Plan up to a maximum of 4.5% of the Employee's normal weekly earnings, excluding overtime, standby, callback and other fringe benefits.

Proposed Change: Increase Employee contribution to the pension plan up to a maximum of five (5%).

- 15.3 It is agreed that it is a condition of employment that a full-time Employee having worked ninety (90) days of service with the Company shall become a member of the Company insurance plan and the Company medical plan referred to in this Article. Part-time Employees who work more than 20 hours per week shall become members of the Company insurance plan.

## **ARTICLE 16 - COMPASSIONATE LEAVE AND BEREAVEMENT**

- 16.1 At its discretion, the Company may grant compassionate leave without pay upon the request of an Employee in order that the Employee may deal with some unforeseen contingency or emergency affecting them or the Employee's immediate family which shall mean the Employee's father, mother, husband, wife, children, mother-in-law and father-in-law.
- 16.2 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 spouse, child, stepchild, father, 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) calendar days immediately following the death of an employee's mother-in-law, father-in-law, grandchildren, grandparents, and any 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) calendar day period.

Proposed Change: Increase to, up to five (5) calendar days.

- (c) Notwithstanding Articles 16.2 (a) and (b), where the funeral does not immediately follow the death, the Employee may take the leave entitlement within seven (7) calendar days immediately before or after the funeral.

These absences will be extended by one day where a full day's travel is required.

- 16.3 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.

## **ARTICLE 17 - JURY DUTY**

- 17.1 An Employee will be excused from his normal regular hours of work while serving on jury duty in the Province of Ontario or where subpoenaed as a witness for the Crown in a criminal proceeding. The Employee will provide the Company, to the Company's satisfaction, with proof of actual jury duty service or attendance at court as a testifying witness a statement of all remuneration from all sources received for such jury duty. The Company will deduct all such remuneration and pay the Employee the remainder of his salary for the normal hours worked during such time as he is on jury duty or testifying as a witness. No extra time or overtime will be allowed for time spent on jury duty or time spent testifying as a witness.

## **ARTICLE 18 - SENIORITY**

- 18.1 Seniority shall be defined as the length of continuous employment with the Company; the Employees employed as of the date of signing this Agreement shall have their seniority date as reflected in Schedule "B".
- 18.2 New employees with the Company will be considered as probationary employees until they have worked ninety (90) days of continuous Paid Service, provided that this period may be extended for a further ninety (90) days by mutual agreement by the Union and the Company. During the probationary period an employee may be dismissed at any time for any cause. Part-time employees will be considered as probationary employees until they complete 500 hours of Paid Service. At the conclusion of the probationary period, an Employee's seniority will revert back to the Employee's first date of Paid Service.
- 18.3 An Employee loses all seniority when they:
  - (a) Voluntarily quit their employment with the Company.
  - (b) Are discharged for just cause and are not reinstated through the grievance procedure herein.
  - (c) Are laid off for a period of more than twelve (12) months.

- (d) are absent 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) Fail to return to work within five (5) days after recall notice is given to them personally or by registered mail or email to their 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) Are on leave-of-absence for a period of more than twelve (12) months.

18.4 Layoffs shall be in inverse order of seniority within the Bargaining Unit provided the Employee has the qualifications to immediately perform all of the duties required. Affected Employees will be advised of layoff no later than four weeks in advance or receive pay in lieu.

18.5 Laid off Employees shall retain recall rights for twelve (12) months. Employees with recall rights shall automatically be recalled in order of seniority to vacancies in the Bargaining Unit provided they possess the qualifications to immediately perform all of the duties required.

18.6 If the Company decides that there is an opportunity under Article 18.7, the Company shall post a notice on the Company's notice board or otherwise communicate the notice to Employees with a copy to the Union. Employees shall have ten (10) days to apply.

18.7 In the matter of promotion to the Head End Technician classification or from the Warehouse to Technician classifications, 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.

18.8 Except in emergencies, the Company agrees not to assign to any supervisory or management employees duties normally performed by members of the Bargaining Unit except that supervisory and management employees may perform such duties for training Employees, evaluation of new equipment and to assist an Employee.

18.9 The Company agrees not to subcontract any work normally performed by Employees if the effect of such subcontracting of work would result in the lay-off of an Employee.

18.10 An updated seniority list shall be available to the Union at the end of each Fiscal Year.

## **ARTICLE 19 - PUNCTUALITY AND TARDINESS**

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

## **ARTICLE 20 - SPECIFIC EMPLOYMENT REQUIREMENTS**

- 20.1 It is agreed that it is a condition of employment that all Employees covered by this Agreement have a valid Ontario Class G Drivers License.
- 20.2 All employees required to wear safety footwear shall obtain them at no cost to the Employee, using a Company approved list once a fiscal year within the month of September. The safety footwear selection shall be determined by the Company with input from Employees. Any newly hired Employee required to wear safety footwear may access safety footwear immediately for that fiscal year.
- 20.3 Employer will pay to Unifor the amount of \$1,250.00 on or about each of the following dates as paid education leave: November 30, 2022, September 5, 2023, and September 5, 2024. Unifor will submit an invoice.

## **ARTICLE 21 - TOOLS**

- 21.1 **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.

**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 22 - CLASSIFICATION AND PROGRESSION**

- 22.1 The wage scale for technicians provides 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 (except for movement to the Head End Technician classification), and from one level to the next within a classification, is dependent on the results of the practical and written tests and not on the existence of a vacancy.
- 22.2 An Employee's placement and subsequent movement on the scale will be determined by testing, to be 40% written and 60% practical. Practical testing will be done by one or more of the Company's technical managers or trainers based on criteria to be published. Details of practical testing will be determined with input from joint committee. Final testing criteria will rest with the Company
- 22.3 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;

- (c) 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;
- (d) no Employee will have that Employee's hourly rate reduced as a result of the implementation of the new wage scale. Employees whose hourly rate would be reduced as a result of the implementation of a new wage scale will be Red Circled until such time as a new scale provides a higher hourly rate for the classification or level of the Employee.

22.4 An Employee may request permission in writing to attend job related course or training and have the Company pay the costs; if such permission is granted the Company will pay the costs of such job related course or training.

## **ARTICLE 23 - BULLETIN BOARD**

23.1 The Company will provide a Bulletin Board at the following locations, namely:

- (a) Sudbury;
- (b) Elliot Lake;
- (c) Sturgeon Falls;
- (d) Espanola.

## **ARTICLE 24 - TERM OF AGREEMENT**

24.1 This Agreement is for a term commencing September 5<sup>th</sup>, 2022 and ending September 4<sup>th</sup>, 2025.

IN WITNESS WHEREOF, both parties hereto have executed this Agreement by their duly authorized official.

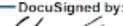
Dated this 17<sup>th</sup> day of November, 2022.

**Unifor Local 37-13**

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Jerry Logan

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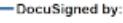
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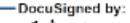
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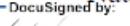
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**Persona Communications Inc.**

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Natalie MacDonald

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Andy Arsenault

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Jamie Burk

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Caitlin Roberts

## SCHEDULE “A” - WAGE RATES

1. Wage Scale A - In accordance with Article 22 of the Collective Agreement, employees who successfully complete the required testing which consists of a 40% written component and a 60% practical component shall be paid in accordance with the following wage scale based on their performance on the tests:

Proposed Change: The addition of a Master Technician Scale (MTS) for those that qualify, that captures the 5% NCTI premium in the base rate of pay such that it is reflected in the Technician's base salary. Each year the scale (MTS) will be updated to reflect the 5% differential with the Technical Wage Scale.

	Effective September 5, 2022 (4% increase)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Sudbury Head End Tech	\$34.42	\$35.83	\$36.98	\$37.97	\$39.22
Sudbury Advanced System Tech	\$29.89	\$31.00	\$32.10	\$33.42	\$34.29
Sudbury System Tech	\$25.46	\$26.35	\$27.26	\$28.09	\$28.95
Sudbury Service Tech	\$21.10	\$21.99	\$22.85	\$23.74	\$24.61

	Effective September 5, 2023 (2% increase)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Sudbury Head End Tech	\$35.11	\$36.55	\$37.72	\$38.73	\$40.00
Sudbury Advanced System Tech	\$30.49	\$31.62	\$32.74	\$34.09	\$34.98
Sudbury System Tech	\$25.97	\$26.88	\$27.81	\$28.65	\$29.53
Sudbury Service Tech	\$21.52	\$22.43	\$23.31	\$24.21	\$25.10

	Effective September 5, 2024 (2% increase)				
	Step 1	Step 2	Step 3	Step 4	Step 5
Sudbury Head End Tech	\$35.81	\$37.28	\$38.47	\$39.50	\$40.80
Sudbury Advanced System Tech	\$31.10	\$32.25	\$33.39	\$34.77	\$35.68
Sudbury System Tech	\$26.49	\$27.42	\$28.37	\$29.22	\$30.12
Sudbury Service Tech	\$21.95	\$22.88	\$23.78	\$24.69	\$25.60

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.

2. Wage Scale B - It is recognized and agreed that the following employees have not, as of the Date of Signing of the Collective Agreement, completed the testing outlined in Article 22 of the Collective Agreement, and as a result are not eligible to participate in the Wage Scale A

outlined in paragraph 1 in this Schedule A. As a result, the following employees will be paid as follows:

<b>Employee Name</b>	<b>Wage Rate – Effective September 5<sup>th</sup>, 2022</b>
Alan Erickson	\$32.35
Cregg Wrinn	\$28.55

The wage rates in this paragraph 2 of Schedule A shall be increased as follows:

September 5<sup>th</sup>, 2022 – 4.0% Increase

September 5<sup>th</sup>, 2023 – 2.0% Increase

September 5<sup>th</sup>, 2024 – 2.0% Increase

Notwithstanding the wage rates outlined in this paragraph 2 of Schedule A, the above employees who successfully complete the practical and written testing outlined in Article 22 shall be paid in accordance with the Wage Scale A outlined in paragraph 1 of this Schedule A.

3. The Company and the Union agree that to successfully complete the practical and written tests referenced in Article 22 of the Collective Agreement there is a commitment required from the employee and the Company. The Company will provide a list of the applicable internal and external (third party) classroom training that is available. All requests for classroom training shall be given to the Company in writing. The Company is committed to providing practical experience in the field. Any employee requesting to take classroom training will require three (3) months cumulative practical experience in the field for the level they plan to challenge. The Company is committed to providing classroom training opportunities to employees at least once per year. Any employee who applies for and is accepted into a classroom training opportunity must commit at least 4 hours of study on their own time for each day of classroom training as well as study time one month in advance of the training. Class size, and participation of any specific employee in classroom training, shall be limited and based on operational requirements. Requests for classroom training shall not be unreasonably denied with a priority given to employees who are interested in moving to Wage Scale A. All employees who complete classroom training must challenge the applicable test no later than three (3) months after completion of the classroom training program. The employee must prepare for the testing on their own time. Should the testing be delayed due to the inability of the Company to schedule the test, upon successful completion of the test, the employee will be paid the difference between their own rate and the new rate for all paid hours from the expiration of the three month period and the date of testing. For example, if an employee requests testing on January 15<sup>th</sup>, testing will normally be completed by April 15<sup>th</sup>. Should the testing be delayed until June 8<sup>th</sup>, if successful, the employee shall receive the difference between the old rate and the new rate for all paid hours between April 15<sup>th</sup> and June 8<sup>th</sup>. Retroactive pay shall only apply to hours worked and shall not apply to any other premium or benefit. It is agreed that only employees in the classification of Head End Technician are eligible to challenge the Head End Technician test.

## SCHEDULE “B” – SENIORITY LIST

	<u>Name</u>	<u>Seniority Date</u>
1	Johnson, Jeffery	April 2, 1984
2	Erickson, Alan	May 12, 1987
3	St-Onge, Yvan	October 15, 1990
4	Whipple, Ryan	December 9, 1996
5	Rantala, Ronald	March 30, 1998
6	Wrinn, Cregg	February 1, 1999
7	Desmarais, Robert	February 8, 1999
8	Paquette, Alain	July 2, 1999
9	Joly, Pete	March 20, 2000
10	Ellis, Darren	September 2, 2003
11	Obonsawin, Ken	September 7, 2004
12	Wachsman, David	February 6, 2012
13	Dakins, Matthew	September 16, 2013
14	Gregorini, Matthew	May 4, 2015
15	Arsenault, Daniel	January 30, 2017
16	Antonopoulos, Ryan	August 21, 2018
17	Snow, James	August 12, 2019
18	Sartor, Kevin	November 30, 2020
19	Audet, Steven	January 25, 2021
20	Baxter, David	April 11, 2022

## **LETTER OF UNDERSTANDING 1**

The Company agrees that warehouse work is part of the bargaining unit in accordance with the certification order referenced in article 1.1 (b).

## **LETTER OF UNDERSTANDING 2**

### **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 five (5) days of vacation (based on 8-hour shifts) 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.

## **LETTER OF UNDERSTANDING 3**

Between

Persona Communications Inc.  
carrying on business as “Eastlink” (“Eastlink”)

and

UNIFOR, Local 37-13 (“Sudbury Bargaining Unit”)

**Whereas** Eastlink and the Sudbury Bargaining Unit are parties to a collective agreement which is in effect for the period September 5<sup>th</sup>, 2022 to September 4<sup>th</sup>, 2025 (hereinafter the “Sudbury Collective Agreement”);

**And Whereas** Eastlink and the Sudbury Bargaining Unit are interested in continuing this LOU so the Company can provide a weekly work schedule specific to employees who are performing service work in the Greater City of Sudbury area, as an alternative to the provision of Article 8.2, consisting of 4 (four) ten hour shifts (“Modified Work Schedule”);

**And Whereas** Eastlink and the Sudbury Bargaining Unit are interested in entering into an agreement to average hours as part of implementing the Modified Work Schedule;

**Now Therefore**, the parties agree as follows:

1. The parties agree that this Letter of Understanding (“LOU”), and the restrictions herein shall only apply to the employees in the Greater City of Sudbury area scheduled to perform service work and for whom the Company has determined to provide the Modified Work Schedule.
2. The Modified Work Schedule shall be established so that employees are scheduled to work four (4) ten hour days, excluding a lunch period, every seven (7) calendar days beginning Sunday at 12:01am and ending Saturday at 11:59pm which will become the normal tour of duty.
3. The maximum number of scheduled hours in a week will be forty (40). Nothing herein is intended to limit Eastlink’s right to require employees to work overtime or to schedule employees for hours other than the hours set out in the Modified Work Schedule, subject to the provisions of the Canada Labour Code.
4. There will be no change in an employees’ entitlement to the amount of vacation time provided for in the Sudbury Collective Agreement as a result of this LOU. Vacation time shall be converted to hours by taking the number of days entitlement \* 8 with each vacation day accounting for 10 hours of time.

5. Eastlink and the Sudbury Bargaining Unit agree to amend Article 14.1 (c) of the Sudbury Collective Agreement as follows:

“The total amounts for sick leave for a full-time Employee shall be accumulated to a maximum of five (5) days during the Fiscal Year.”

For clarification sick days and personal days referenced in Article 14 will be paid based on a ten (10) hour tour of duty and be paid at the Employee’s regular straight time hourly rate.

6. Eastlink and the Sudbury Bargaining Unit agree to amend Article 16.2 of the Sudbury Collective Agreement as follows:

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

Up to five (5) days leave immediately following the death of an Employee’s spouse or common law spouse, child, stepchild, father, mother, brother or sister; the Employee shall be paid for all regularly scheduled shifts during that five (5) calendar day period.

For clarification bereavement days referenced in Article 16 will be paid based on a ten (10) hour tour of duty and be paid at the Employee’s regular straight time hourly rate.

7. Eastlink and the Sudbury Bargaining Unit agree to amend Article 8.2 of the Sudbury Collective Agreement by deleting the following sentence:

“The normal tour of duty is eight (8) hours per day and forty (40) hours per week, subject to the provisions of the Canada Labour Code.”

8. Eastlink and the Sudbury Bargaining Unit agree to delete Article 8.3 in the Sudbury Collective Agreement in its entirely and replace it with the following:

For each ten (10) hour tour of duty, Employees shall receive one-half (1/2) unpaid hour off for a meal break. The one-half (1/2) unpaid hour should normally be taken approximately immediately prior to or immediately following the midpoint of the employees’ tour of duty. Employees are not permitted to combine the lunch break with the rest periods referenced in article 8.4.

9. Article 8.4 in the Sudbury Collective Agreement is deleted and replaced with the following:

Employees will be entitled to three 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 and one to be taken after 8 hours of work and prior to the end of the scheduled shift. Employees shall be entitled to combine two fifteen (15) minute breaks provided the combined break ends no later than two (2) hours prior to the completion of the shift. 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.

10. Overtime will be paid in at the rate of time and one-half (1.5X) the Employee's regular straight time hourly rate as set out in article 9.2 of the Sudbury Collective Agreement for all hours worked greater than ten (10) hours in a day or forty (40) hours in a week.

11. Article 10.3 in the Sudbury Collective Agreement is amended as follows:

Employees will be scheduled for standby for periods of three (3) or four (4) consecutive days, to a maximum of seven (7) days.

12. Article 10.4 in the Sudbury Collective Agreement is amended as follows:

The standby rate is \$49.29/day. Standby is not part of the Employee's regular rate and shall not be included in any premium calculations.

13. All other provisions of the Sudbury Collective Agreement not modified by this LOU remain in full force and effect.

14. This LOU is without prejudice or precedent to any position either Eastlink or the Sudbury Bargaining Unit may take on a similar issue in the future.