

COLLECTIVE AGREEMENT

BETWEEN

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 435

-and-

TIGERTEL COMMUNICATIONS INC.

January 1, 2006 to December 31, 2009

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* denotes that changes have been made

ARTICLE 1 - RECOGNITION

1.01 The Employer or Company recognizes Local 435 of the International Brotherhood of Electrical Workers, as the sole and exclusive bargaining agent for the hourly paid telephone-secretaries described in the certificate MLB 3205 issued by the Manitoba Labour Board, and hereby consents to negotiate at the proper time with the Union or the representatives it may designate.

1.02 The Company agrees to deduct an amount equivalent to normal monthly Union Dues from the wages earned by each:

- a) Regular full-time employee;
- b) Regular part-time employee;
- c) Occasional employee who works more than twenty (20) hours in a four (4) week period;
- d) Probationary employee after a period of thirty (30) days in the employ of the Company;

and remit to the Union monthly with a list of all employees and the dues deducted from each. The four (4) week period shall be each period of two (2) consecutive pay periods.

1.03 The Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

1.04 The Employer and the Union agree that the present collective agreement will automatically apply to the telephone-secretaries in any office (present or future) of the Employer located within the Manitoba Telecom Services “free call area to and from Winnipeg” as said area exists at the date of signature of the present agreement. The present collective agreement will not be applicable to offices taken over by the Employer insofar as seniority is concerned. Seniority for such offices will be established jointly by the parties.

ARTICLE 2 - DISCRIMINATION

2.01 In compliance with the Manitoba Labour Relations Act and the Manitoba Human Rights Act, the Company and the Union agree that they will not discriminate against any employee covered by the agreement for reasons of their Union membership, race, creed, religion, sex, age, colour or national origin.

ARTICLE 3 - DEFINITIONS

3.01 a) Regular Full Time Employee – an employee who is regularly scheduled to work an average of more than thirty (30) hours in a work week.

b) Regular Part Time Employee – an employee who is regularly scheduled to work up to thirty (30) hours in a work week (except in the case of an emergency).

c) Probationary Employee – an employee engaged for a trial period of up to four hundred and fifty (450) hours to determine suitability as a regular employee. The Union recognizes that there exists a probationary period during which the Employer is free to dismiss an employee on probation for failure to meet the requirements of the position and that such dismissal can in no way give rise to the grievance procedure.

d) Occasional Employee – an employee who is not on the regular work schedule, but is called in for work when needed in an emergency situation or to relieve or temporarily replace regular employees who are unable to work their regular shift or shifts.

3.02 Regular employees must be available for work as scheduled except for a reason permitted by the present agreement. They must, however, be available to work regularly, otherwise they shall be liable to reclassification or termination of their employment by the Employer.

3.03 Where in this Agreement the feminine is used, it is understood that the reference shall include the masculine or vice versa.

3.04 A tour or shift means the scheduled period of work for an employee on any working day including relief periods but excluding the meal period, except in the case of all night shift which is continuous.

ARTICLE 4 - SHOP STEWARDS AND GRIEVANCE PROCEDURES

4.01 The Company recognizes the right of the Union to appoint regular employees as Shop Stewards and recognizes the Steward(s) as an official representative of the Union and the employees in her/his particular office to the extent outlined in this Agreement.

It is understood that no more than one (1) Shop Steward shall be away on Union business at one time except when it is necessary for one Shop Steward to represent another in a grievance procedure or a maximum of two (2) Shop Stewards for negotiations of the Collective Agreement and training provided by the Union. This is subject to Article 4.03.

4.02 The Union agrees to notify the Company within fifteen (15) calendar days of any change of personnel that takes place in the Executive or Shop Steward positions.

4.03 Stewards and alternates, as Company employees, have as their first duty, to do the work assigned to them by the Employer.

4.04 Shop Stewards will be allowed to process grievances on Company time to the extent required by the grievance procedure. Meeting time shall be mutually arranged so as not to interfere with operations.

4.05 The Union Grievance Committee shall be composed of two (2) members and the Union Business Manager, or the Assistant Business Manager. In any case where it is considered necessary to bring in additional assistance, the committee may be increased by one (1) member.

4.06 An employee (or group of employees) who believes she/he has a grievance involving the meaning, application, or alleged violation of this agreement, shall have the following grievance procedure available to her/him:

Step 1 - Discuss the matter with his/her Supervisor verbally. The employee shall have the choice to be accompanied by a Shop Steward at this stage. The Supervisor shall reply within seven (7) calendar days.

Step 2 – If a satisfactory settlement is not obtained under Step 1, the employee shall submit their grievance in writing within seven (7) calendar days after receiving their reply at Step 1, to the Branch Manager (or designate). The Branch Manager (or designate) shall reply, on the form provided, within fifteen (15) calendar days of receipt of the grievance.

* **Step 3** - If the matter was not settled at Step 2, the Union Business Manager shall request, in writing, a meeting of the Union Grievance Committee and Management representatives to discuss and attempt to resolve the issue. The meeting request shall be made within seven (7) calendar days after receipt of the information as per Step 2. The parties agree to meet as soon as possible as mutually arranged, but in no case more than fifteen (15) calendar days after the meeting request was received. **The Branch Manager (or designate) shall reply, on the form provided, within ten (10) calendar days after the meeting.**

Step 4 - If the matter is still unsettled after Step 3, it may be taken to arbitration by either party.

It is understood that the Company may, at any time present a complaint to the Union and if such complaint is not settled within a reasonable delay, it shall be treated as a grievance and its disposition will then be subject to the following procedure:

Step A - The Company will notify the Business Manager of the Union that it wishes to have the grievance discussed at a meeting of senior Company and senior Union representatives.

Step B - If the grievance is not settled after this meeting, the Company shall, within five (5) calendar days, inform the Union by registered letter that it intends to submit the grievance to arbitration.

4.07 Any difference arising between the Company and the Union relating to the meaning, application, or alleged violation of this agreement, including any questions as to whether a matter is arbitral, may be dealt with as a grievance commencing at Step 3 of the procedures. Whenever such a difference arises between the Union and the Company there shall be no stoppage of work, but the parties shall confer in an effort to settle the difference, and if not settled the matter may be referred to arbitration by either or both parties.

ARTICLE 5 - ARBITRATION

5.01 A grievance or other question related to the meaning, application or alleged violation of this agreement shall not be subject to arbitration proceedings unless the provisions of Article 4 have been complied with. In general terms, this article shall comply with the provisions of the Manitoba Labour Relations Act.

5.02 If, in compliance with the provisions of Article 4 either party makes service upon the other of a written notice to arbitrate, the parties shall attempt to agree on a sole Arbitrator to hear the matter. If the parties do not agree on an Arbitrator within fourteen (14) calendar days of the receipt of written notice to arbitrate either party may request the Minister of Labour of Manitoba to appoint an Arbitrator.

5.03 The Arbitrator shall not have any power to alter or change any of the provisions of this agreement, or to substitute any new provisions and in reaching a decision the Arbitrator shall be bound by the terms and provisions of this agreement. The Arbitrator shall, before the hearing, require the representatives of the parties to meet with the Arbitrator to define the questions relating to the meaning, application or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. The decision of the Arbitrator shall be final and binding on the parties.

5.04 Each party shall pay one half of the fees and expenses of the Arbitrator and of any clerk or stenographer whom the Arbitrator may require.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 a) An operator who works alone on a night shift will be paid one half (1/2) hour in addition to the number of hours she/he actually works.

b) No provisions in this agreement shall be construed as a guarantee of hours of work per day or per week or day of work per week.

c) Shifts shall have breaks as follows:

4 hours or more actually scheduled to be worked	1 – 15 minute break
5 hours or more but less than 7 hours actually scheduled to be worked	2-15 minute breaks
7 hours or more actually scheduled to be worked	1-30 minute break & 2-15 minute breaks

A paid fifteen (15) minute break period shall be granted in each part of each shift as close to the middle of the time periods as can be arranged.

The meal period shall be one-half (1/2) hour per minimum seven (7) hour shift and shall not count as time worked except when worked. Although such period shall be taken at the time chosen by the employer, no lunch period shall be taken before 10:30 a.m. except when a shift starts prior to 7:00 a.m. and no dinner period shall be taken before 3:45 p.m.

6.02 Time and one-half (1½) of basic hourly wage will be paid for hours worked in excess of the regular day of seven and one-half (7½) hours and eight (8) hours for the night shift, even if these hours extend beyond the regular calendar day. Time and one half (1½) will be paid for hours worked in excess of the basic work week of thirty-seven and one-half (37½) hours and forty (40) hours for the night shift, the whole subject to the provisions of paragraph 6.07.

6.03 There shall be no pyramiding or duplication of overtime and where overtime is being paid, no normally applicable differential (except as outlined in Article 7, Section 7.04 and 7.05) shall be paid.

* **6.04** All overtime shall be voluntary, and distributed as equitably as possible.

When the shift of an employee ends between the hours of 10:00 p.m. to 7:00 a.m. and in the event that another employee is temporarily unavailable for the start of his or her shift, an employee ending a shift may be required to extend their shift up to two hours. The most senior volunteer shall be selected. Where there are no volunteers the least senior employee shall be assigned.

A premium of \$5.00 shall be provided for the extension of a shift in addition to other wages and benefits under the Collective Agreement. The employee shall be provided with adequate transportation if required.

6.05 The Company agrees to post the working schedule soon enough that employees have at least one week's notice of assignments.

6.06 Regular employees may make a request to trade tours with adequate prior notice to their supervisor provided they are relatively equal in ability and with the express condition that the Employer will not be required to pay more for work done under such trade than it would have paid such trade not taken place.

6.07 When a regular employee's work shift is scheduled to start before 9:30 a.m., and such employee cannot report for work on schedule, the employee must as a rule, notify his/her supervisor at least one (1) hour ahead of time. In the case of a regular employee for whom work shift is scheduled to start after 9:30 a.m. (including night shift) and who cannot report for work on schedule, the employee must, as a rule, notify his/her supervisor at least three (3) hours ahead of time.

6.08 The present methods of rotating and allocating shift work shall be continued for the life of the Agreement for present employees. It is understood that if a present employee terminates, that employee's shift may be discontinued in whole or in part depending on the need of the Company's operation.

6.09 Book-offs (unpaid time) may be allowed when work loads permit and may be granted when authorized on basis of first requested.

NOTE: Such book-offs are to be separate from sick leave.

6.10 Scheduled shifts shall start at five (5) minutes before the hour or half hour and shall end five (5) minutes before the hour or half hour.

ARTICLE 7 - DIFFERENTIALS & BONUSES

7.01 The differentials outlined in this Article shall not be paid when an employee is being paid overtime rates.

7.02 An employee working a night tour receives a premium of forty cents (\$0.40) per hour. A night tour is defined as one where the majority of hours worked fall between 11:59 p.m. and 6:00 a.m.

7.03 The premium for working on a Sunday will be eighty (80) cents per hour for all hours worked (except when Article 8 applies).

7.04 An employee assigned to "in-charge operator" shall be paid a differential of seventy (70) cents per hour for all hours worked, in addition to her/his regular pay. The incharge operator shall refer all disciplinary matters to higher management.

7.05 Split shifts are defined as those whereby an employee works a shift with an unpaid interruption therein of more than one (1) hour. For employees working split shifts a premium will be paid equal to \$1.00 per hour or portion thereof for each shift interruption in excess one (1) hour, with a minimum rate of \$2.00 per day.

Split tours shall be assigned by the Employer firstly to volunteers and then to employees in order of seniority with the consent of the employee concerned and the Union. Consent will not be unreasonably withheld.

7.06 The employee who reports for work outside of his/her regularly scheduled hours at the request of the Company, will be guaranteed a minimum of three (3) hours of wages at his/her basic rate provided that he/she is available for work during the said three (3) consecutive hours.

7.07 Any employee who refers a prospective telephone customer to the business will be paid a \$25.00 bonus when the customer has been with the Company three (3) months and the customer has made his/her first payment as a subscriber.

7.08 An employee referring a prospective new employee to the business office will be paid a \$50.00 bonus if such prospective employee becomes an employee and remains with the Company six (6) months.

7.09 An employee who is willing to train and is considered qualified by management to train other operators, shall receive a training differential of fifty (50) cents per hour for each hour actually spent training.

ARTICLE 8 - GENERAL HOLIDAYS

8.01 This Article shall apply to employees unless they:

a) have not earned wages for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately prior to the General Holiday.

b) in the case of an occasional employee who did not report for work after having been called to work on the day of the General Holiday, or in the case of a Regular full-time or Regular part-time employee who did not report to work after having been scheduled to work on the day of the General Holiday (except where the employee is dismissed, laid off or is ill) or:

c) were absent from work without the Employer's consent either on the regular working day immediately preceding or following the General Holiday.

In the event an employee is absent due to illness the Company may require medical verification in writing from a qualified physician.

* **8.02** For the purpose of the present Collective Agreement, the term "Holiday" or "holiday" shall refer to any of the following:

New Year's Day
Remembrance Day
Canada Day
Thanksgiving Day

Labour Day
Good Friday
Christmas Day
Civic Holiday

Victoria Day
Operator's Birthday

Boxing Day

Operator's Birthday Holiday will only apply to employees hired prior to January 1, 2006, who have completed one (1) year of service with the company. Where work schedules permit, birthday holidays will be scheduled to be taken adjacent to regular days off within the pay period.

Floating Holiday will only apply to employees hired prior to January 1, 2006, who have five (5) years of seniority or more. Where work schedules permit the floating holiday can be taken adjacent to any holiday.

* **8.03** a) An employee who qualified under 8.01 but does not work on the holiday shall receive pay equal to his/her regular day's pay, **or the holiday may be taken at a time mutually agreeable between the Employee and the Employer.**

b) An employee who qualified under 8:01 and who works on the holiday shall receive pay equal to his/her regular day's pay plus one and one half (1 ½) times his/her regular rate of pay for the hours worked on the holiday.

c) For the purpose of this clause a regular day's pay for an employee shall be calculated and paid on the basis of the employee's average rate of pay for the days worked during the four (4) calendar weeks immediately preceding the holiday.

ARTICLE 9-VACATIONS

9.01 Vacation shall be granted to each employee entitled according to the following terms:

AMOUNT OF LEAVE ENTITLEMENT AND PAY ENTITLEMENT

a) The cut off date for the purpose of determining vacation leave and pay entitlement for each employee shall be the yearly anniversary date of the last date of commencement of each employee's employment (herein after referred to as "anniversary date.")

b) Employees who have earned less than twelve (12) months of seniority as of their anniversary date will be entitled to vacation leave equal to one (1) day for every month of seniority earned to a maximum of ten (10) working days. Such employees are entitled to vacation pay equal to four (4) per cent of their gross earnings from the start of their employment, or from their last anniversary date (whichever is the later date) to their anniversary date.

c) Employees who have earned twelve (12) months or more but less than sixty (60) months of seniority as of their anniversary date will be entitled to ten (10) working days of vacation leave, and are entitled to vacation pay equal to four (4) per cent of their

gross earnings for the twelve (12) month period immediately preceding their anniversary date.

d) Employees who have earned sixty (60) months or more but less than one hundred and twenty (120) months of seniority as of their anniversary date are entitled to fifteen (15) working days of vacation leave, and are entitled to vacation pay equal to six (6) per cent of their gross earnings for the twelve (12) month period immediately preceding their anniversary date.

e) Employees who have earned one hundred twenty (120) months or more but less than one hundred eighty (180) months of seniority as of their anniversary date are entitled to twenty (20) working days of vacation leave, and are entitled to vacation pay equal to eight (8) per cent of their gross earnings for the twelve (12) month period immediately preceding their anniversary date.

f) Employees who have earned one hundred eighty (180) months or more but less than three hundred (300) months of seniority as of their anniversary date are entitled to twenty-five (25) working days of vacation leave, and are entitled to vacation pay equal to ten (10) per cent of their gross earnings for the twelve (12) month period immediately preceding their anniversary date.

g) Employees who have earned three hundred (300) months or more of seniority as of their anniversary date are entitled to thirty (30) working days of vacation leave, and are entitled to vacation pay equal to twelve (12) per cent of their gross earnings for the twelve (12) month period immediately preceding their anniversary date.

NOTE: Articles 9.01 (f) & (g) shall not apply to employees who are hired after May 8, 2000.

h) If an employee is entitled to vacation leave and pay and has worked forty-eight (48) weeks since the employee's last anniversary date if governed by paragraph (c), forty-seven (47) weeks since the employee's last anniversary date if governed by paragraph (d) forty-six (46) weeks since the employee's last anniversary date if governed by paragraph (e), forty-five (45) weeks since the employee's last anniversary date if governed by paragraph (f), forty-four (44) weeks since the employee's last anniversary date if governed by paragraph (g), then the vacation pay paid to the employee shall be the greater of:

- 1) The percentage of the employee's gross earnings calculated as per the paragraph in (c) through (g) above which is appropriate to his/her seniority; or
- 2) For regular full-time employees an amount equal to the employee's regular weekly pay (for regularly scheduled hours) for a number of weeks equal to the employee's vacation entitlement under clause 9.01 c) through (g) .This shall be calculated for the weeks ending in the last week in which the employee's last anniversary date falls. (for example if an employee is entitled to fifteen (15) working days of vacation leave under 9.01 c) the employee's regular weekly pay

for the purposes of this clause 9.01 (h) will be the pay received in the three (3) weeks ending on his/her last anniversary date.)

For regular part-time employees the employee's regular weekly pay shall be the pay which the employee would earn by working the hours for the shift that he/she is regularly scheduled to work.

i) "Gross Earnings" is defined as all pay received from the Company except vacation pay paid to an employee.

9.02 Occasional employees shall receive pay equivalent to the benefits provided by the "Manitoba Vacations With Pay Act."

9.03 a) By February 1 of each year the company shall issue a list showing all the employees, the vacation credits entitled to each employee and all the weeks in the period April 1 to March 31.

The employees shall submit their vacation requests, for vacation that they elect to schedule, to the Company by March 31st. The Company shall approve vacation submitted by employees giving due consideration to seniority. The Company shall identify and resolve all conflicts with the submitted vacation requests, giving due consideration to seniority, and post the approved list within seven (7) calendar days of March 31st.

For vacations in the months of July, August and the last two (2) weeks of December, employees shall select their vacation by March 31st of the current year. A maximum of two (2) weeks vacation will be initially granted during July, August and the last two (2) weeks of December. Unearned vacation may be booked by an employee in this manner, providing the employee will have earned the necessary vacation credits by the time the vacation occurs.

Employees who are entitled to additional vacation entitlement in the current year may schedule additional vacation entitlement in July, August and the last two weeks of December provided the most junior employee has had an opportunity to select vacation entitlement in July, August and the last two (2) weeks of December. Additional vacation entitlement as described in this paragraph shall be scheduled one (1) week at a time giving due consideration to seniority.

This list shall be posted once completed and changes can only be made in writing to the Company with at least three (3) weeks notice. Once the vacation list has been posted no vacation selection can be bumped by an employee unless mutually agreed by the parties.

If an employee wishes to schedule vacation credits not scheduled through the above mentioned process, and after the list has been posted, they shall provide a written request in advance to their manager and shall be approved sixty (60) days prior to the vacation period. Vacation requests may be approved by management on less than sixty (60) days notice on a first-come-first-served basis. Multiple requests for the same vacation period shall be determined on seniority.

Note: See 9.03 (c)

* **9.03 b)** The Company shall allow a minimum of ten percent (10%) of its employees excluding occasionals off on vacation at one time. When there are fifteen (15) or more employees excluding occasionals, two (2) employees shall be allowed off on vacation at any one time. A minimum of two (2) employees shall be allowed off in **June**, July, August and December Christmas week providing there are fifteen (15) or more employees including occasionals.

9.03 c) A regular employee cannot be granted vacation during which would occur more than one of the following:

The week that has Christmas Day and the week that has New Years Day.

The two most senior Operators will have first option for the Christmas week or the New Years week vacation. In the event that the most senior and / or second most senior Operators do not exercise their right to select either Christmas week or New Years week this privilege shall be passed on to the next most senior Operator(s) and continue in descending seniority order until the two weeks have been scheduled.

9.04 When an employee is entitled to a vacation:

a) When an employee takes a vacation, the vacation pay payable in respect of each period for which the vacation is scheduled shall be paid to the employee on the employee's regular pay day for each portion of the vacation;

b) The employee shall take the vacation leave to which he/she is entitled within twelve (12) months of his/her last anniversary date;

c) For regular part-time weekend operators - their annual vacation shall commence on what would be their normal regularly scheduled shift. Vacation days will run concurrent with and consecutive to their regularly scheduled shift;

d) The employee shall not take vacation leave in periods of less than one (1) vacation week (seven (7) consecutive calendar days) however, with two (2) weeks written notice employees may elect to have a maximum of one (1) week vacation taken as individual days. All partial week vacation remaining must be booked 60 days prior to the employees' anniversary date, or they will be scheduled subject to TigerTel Management discretion.

9.05 If one or more designated general holidays coincides with one or more working days of the vacation period, this or these holidays shall be taken at a time mutually agreeable between the Employee and the Employer.

9.06 A regular employee who leaves the employ of the Employer shall receive all vacation pay owed at the normal scheduled pay date immediately following the termination of his/her employment.

ARTICLE 10 - SICKNESS, ACCIDENT AND RETIREMENT

10.01 This article is applicable only to regular full-time and regular part-time employees. A regular full-time or regular part-time employee (who has accumulated one (1) year seniority) will be entitled to sickness and accident benefits paid by the Employer. However, no benefits shall accrue during the employee's vacation period, or during a leave of absence.

10.02 In order to qualify for the benefits under this section, an employee can be required to produce a Doctor's Certificate.

The Company can require that an employee undergo a medical examination by a Doctor of the Company's choice.

* **10.03** Benefits for sickness and accident are as follows:

SICKNESS - after one year of seniority, but less than five (5) years of seniority, no pay for the first three (3) working days, then sixty-six and two-thirds (66 $\frac{2}{3}$) pay for a maximum of eleven (11) days.

For employees hired prior to January 1, 2006, and after five (5) years of seniority, no pay for the first three (3) working days, then sixty-six and two-thirds (66 $\frac{2}{3}$) pay for a maximum of twenty-five (25) days. In case of extended illness, commencing on the fifth (5th) day of the illness, pay will be retroactive to the first day of the illness.

ACCIDENT - Sixty-six and two-thirds (66 $\frac{2}{3}$) regular pay for a maximum of twenty-five (25) days for accident not covered by Manitoba Workers Compensation.

For the purpose of this section, in order to qualify, regular part-time employees must have worked a minimum of twenty (20) hours per week for four (4) weeks in the six (6) weeks preceding the sickness or accident. Regular pay would be based on average daily hours worked in the preceding four (4) weeks.

10.04 An employee on sick leave must advise the Company at least seven (7) days prior to the employee's return to work.

10.05 Any full-time employee who reached the age of fifty-five (55) and has a minimum of fifteen (15) years seniority, may retire and receive retirement compensation on the following basis:

15 years of service	10 weeks
16 years of service	11 weeks

17 years of service	12 weeks
18 years of service	13 weeks
19 years of service	14 weeks
20 years of service	15 weeks

ARTICLE 11 - SENIORITY

11.01 a) Seniority is defined as continuous uninterrupted service while in the employ of the Company. Seniority in terms of years, months and hours only accumulates when an employee is:

- i) actually performing work for the Company;
- ii) on a paid sick or accident leave pursuant to Article 10 to a maximum of twenty-five (25) days per calendar year;
- iii) on a leave of absence for I.B.E.W. business (including participation in collective bargaining at the bargaining table between the parties to this Agreement) to a maximum of two (2) months in any calendar year.
- iv) on a paid general holiday pursuant to Article 8;
- v) on a paid vacation leave pursuant to Article 9;
- vi) on a paid leave pursuant to Article 21.

b) Seniority accumulated in accordance with 11.01 (a) shall be credited to a Regular Full-time, Regular Part-time or Occasional employee on the basis of one (1) month for every 133 hours that an employee actually performs work including time deemed as worked as outlined in paragraph 11.01 (a). However, an employee will not be credited with more than one (1) month’s seniority for each calendar month nor more than twelve (12) month’s seniority in each calendar year (January 1st to December 31st). Employees who accumulate less than twelve (12) months of seniority during any calendar year may carry forward to the following calendar year a maximum of 132 hours of accumulated credits.

c) During the period of an authorized leave of absence (other than specified in 11.01 (a) ii, iii, iv, v, and vi), an employee shall maintain but not accumulate seniority.

11.02 Occasional employees shall not have seniority rights except for the purposes of:

- a) Applying for a vacancy in a position of a Regular Part-time or Regular Full-time;
- b) Advancing in the wage schedule - Appendix “A”, and
- c) If an occasional employee is a successful applicant for a Regular Part-time or Regular Full-time position, seniority earned during the time of employment as an occasional employee shall be included in determining entitlement for vacation leave and for the purpose of advancing in the wage schedule - Appendix “A” during his/her employment as a Regular Part-time or Regular Full-time employee.

11.03 Probationary employees shall not accumulate seniority until they have successfully passed their probationary period, at which time their seniority shall be retroactive from date of hire.

11.04 Seniority shall date from the time the employee entered the service or re-entered the service following a break in continuity of service.

11.05 Continuity of seniority will be considered to be annulled when an employee:

a) Resigns, is dismissed, or fails to report for three (3) consecutive days, (extenuating circumstances will be given consideration).

b) Has been laid off for a longer period than four (4) consecutive months.

c) Fails to return to work or fails to report inability to return to work following a leave of absence, maternity leave, or in response to a recall notice following a layoff. Five (5) calendar days shall be allowed for an employee to notify the Company of his/her availability or otherwise following a layoff notice. Employees returning from a leave of absence or maternity leave shall be required to report on the expiration of such leave.

11.06 Seniority shall not be annulled because of a probationary period up to eight (8) weeks to determine suitability for promotion to an operations management position. This period should not normally exceed eight (8) weeks unless mutually agreed between the Company and the Union. The Union Office shall be informed in writing of the successful applicant or applicants. The name of the successful applicant or applicants will be posted on the bulletin board. During this period the employee shall continue to accumulate seniority and his/her regular schedule tour will not be considered vacant.

11.07 An employee who is promoted to an operations management position shall not accumulate seniority in the bargaining unit during such absence, but on return to the unit, shall be credited with his/her seniority earned in the unit, and placed on the seniority list accordingly provided that the employee returns to the bargaining unit within ninety (90) calendar days of the effective date of the promotion.

11.08 Seniority lists shall be kept up-to-date quarterly. A copy of the lists shall be sent to the Union Office. Seniority lists shall be calculated and posted in each operations office.

For any seniority list posted, the following conditions will apply:

a) Protests must, in order to be valid, be filed within thirty (30) days following the posting of the lists: furthermore, the list shall be considered final and conclusive for those employees not filing protests.

b) A protest will be received and valid only as pertaining to seniority earned since the posting of the immediately preceding seniority list.

ARTICLE 12 - MATERNITY AND PARENTAL LEAVE BENEFITS

12.01 An employee who has completed seven (7) months employment with the Company shall be granted maternity leave without pay in accordance with the Employment Standards Code of Manitoba.

a) The employee shall submit to the Company a written application at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such a leave.

Where applicable when the employee is unable to comply with the above, but has received from a duly qualified medical practitioner, a certificate stating that, for bone fide medical reasons, she should cease work immediately, the employee shall leave in accordance with this Article.

b) The employee shall provide the Company with a Certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of delivery.

c) Parental leave may be taken by a mother and/or father as the result of the birth or adoption of a child up to a maximum of thirty-seven (37) weeks.

Natural mothers are eligible to commence maternity leave as early as seventeen (17) weeks prior to the expected date of delivery.

Adoptive mothers shall be eligible for up to thirty-seven (37) weeks parental leave.

NOTE: Parental leave must commence within fifty-two (52) weeks of the date the child comes into custody.

d) An employee may end her maternity leave earlier than set out in her notice by giving her employer written notice at least two weeks before the day she wished to end the leave.

e) An employee who wishes to resume her employment on expiration of her maternity leave shall be reinstated in the position occupied by her at the time such leave commenced or in a comparable position with not less than the same wages and benefits.

f) An employee who remains absent from work for a period in excess of her/his leave entitlement shall forfeit the right to be reinstated. The Company may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing prior to the expiration of the seventeen (17) week period.

g) For the purpose of calculating benefits of an employee granted maternity leave, employment after termination of the leave shall be deemed continuous with employment before the commencement of the leave.

12.02 An employee who has been granted maternity leave and who, before the expiration of leave granted, has decided that she will not resume work on completion of such leave, shall advise the Company in writing of her decision at the earliest possible date,

ARTICLE 13 - PROMOTIONS, TRANSFERS, ABILITY TO FULFILL A POSITION'S REQUIREMENTS & LAYOFFS

13.01 For promotions, placements, assignment of work, scheduling and filling a job vacancy into positions covered by this agreement, the Company will recognize ability to fulfill a position's requirements and seniority. When the ability is relatively equal seniority will decide.

13.02 Vacant or newly-created tours or any other vacant positions shall be bulletined for two (2) weeks in all operations offices of the Company in the jurisdiction as defined in Articles 1.01 and 1.04. Submissions will be received from employees and will be evaluated on the criteria of 13.01 and shall receive a written reply.

13.03 Operators transferred from one office to another shall be placed at the scheduled rates of pay which they received at their former office. They shall be given seniority in accordance with their seniority in their former office.

13.04 Senior operators may only "bump" a junior operator for his/her shift when the shift of the senior operator has been eliminated.

13.05 Notification of intention to fill a vacant or newly-created position at the first level of operations management shall be bulletined for one (1) week where employees covered by this agreement are considered eligible and suitable for such positions. Submissions received from employees will be given consideration on the criteria of 13.01 and receive a written reply.

13.06 In the event of layoff the Company agrees to consult with the Union prior to any layoffs taking place. The order of layoff will be: occasional employees using hours worked for seniority, followed by probationary employees using hours worked for seniority, followed by regular part-time by seniority, followed by regular full-time by seniority.

Order of recall will be the reverse of this. Work, if available while employees are laid off, shall be offered to laid-off employees as follows:

Regular full-time employees in seniority order, followed by laid-off regular part-time employees in seniority order, followed by probationary employees using hours worked for seniority, followed by occasional employees using hours worked for seniority.

Work shall not be offered to any occasional or probationary employee while any regular employee is laid off, unless available hours are refused by all laid-off regular employees.

ARTICLE 14 - TRANSPORTATION

14.01 When the shift of an employee begins or ends between the hours of 11:59 p.m. and 6:00 a.m. the employee shall, if the employee so desires, be provided with adequate transportation.

ARTICLE 15 - RESIGNATION, DISMISSAL AND OTHER DISCIPLINARY ACTIONS

15.01 A scheduled employee wishing to resign will send written notice to his/her manager at least two (2) weeks before leaving the service. A scheduled employee who terminates employment with the Company by resignation and who fails to give the required two (2) weeks notice shall be subject to loss of pay for wages or for any vacation or holiday credits up to an amount required to make up the two (2) weeks notice period.

15.02 When the services of a scheduled employee is dispensed with, such employee shall receive two (2) weeks notice or two (2) weeks pay in lieu thereof, from the Company, except when dismissed for cause.

15.03 The Company agrees, except, in the case of verbal discussion with employees covered by this Agreement to notify the Union office within seven (7) calendar days of all cases of dismissal or suspension of disciplinary action. All cases of dismissal or suspension shall be in writing from the Company to the employee, with a copy to the Union.

15.04 An employee is entitled to examine his/her own complete personal file, upon request to his/her immediate supervisor. Such request shall normally be made not more than once per year. The supervisor shall maintain the right to schedule the number of appointments at any one time. After reviewing the file, the employee may discuss the file with the supervisor with a view of revision or update if necessary. In the event of a grievance, the employee, and/or a Union Representative, with the employee's approval, shall be entitled to examine his/her own complete personal file in the presence of the supervisor.

15.05 Letters of Reference of a disciplinary nature in an employee's file shall be removed from the file two (2) years after the date of the letter.

15.06 When an employee is dismissed as a result of disciplinary action, such action may be subject to grievance procedure filed in accordance with Step 3 of Article 4, Grievance Procedure. Such a grievance filed on behalf of such employee must be filed with the Operations Manager within ten (10) calendar days of the dismissal.

15.07 If it is agreed at any step in the grievance procedure or as a result of a decision by the Board of Arbitration that there was insufficient cause for dismissal of the employee as a disciplinary measure, the employee shall be reinstated in accordance with the terms and conditions agreed upon between the Company and the Union or ruled appropriate by the Board of Arbitrators.

15.08 Where an Arbitration Board determines that an employee has been discharged or otherwise disciplined by an Employer for cause, if the collective agreement under which the arbitration arose does not provide a penalty or remedy for the cause of the discharge or discipline that is the subject of the determination, the Arbitration Board may substitute such other penalty or remedy in lieu of discharge or the discipline, as the Arbitration Board deems just and reasonable in the circumstances.

However, the parties agree that any arbitration award shall not serve as a precedent for other grievances unless so mutually agreed by the parties.

ARTICLE 16 - PAY

16.01 Pay date shall be every second Friday for all employees. In the event of a Company holiday falling on a pay date, deposits shall be issued on the preceding work day.

Although pay day will be every second Friday, deposits will be available for all employees after 3:00 pm Thursday.

ARTICLE 17 - SCHEDULE OF WAGES

17.01 The schedule of wages as set forth in the Appendix hereto annexed shall form part of this agreement.

The Company will take reasonable steps to ensure that each employee receives their pay raise when entitled under Appendix "A".

17.02 Nothing in this agreement shall be construed to reduce the rate of pay of an employee, who, as of the effective date of this agreement, received a higher rate of pay than that established for that employee's wage group. Higher wages and salaries may be paid when warranted by ability and quality of service rendered.

ARTICLE 18 - MANAGEMENT RIGHTS

18.01 The Company has and retains all rights, prerogatives and privileges to effectively manage and direct present and future working operations.

18.02 It is understood that the exercise of the foregoing management rights by the Company shall be subject to provisions of this Agreement and Manitoba Provincial Labor Laws.

18.03 The Company agrees that employees classified as “Management” shall not do the work normally performed by the employees covered by this agreement. However, for the purposes of training, experimentation purposes, relief, meal periods and emergency situations where regular staff are not available, management personnel may do such work with the understanding their time on the boards is kept to a necessary minimum.

18.04 Monitoring and measurement of work:

The purpose of monitoring is to ensure a consistent level of performance among employees that allows the Company to continuously meet or exceed customer expectation. Monitoring and measurement of work related statistics will be used to identify key performance indicators. Employees will be given no less than two (2) performance reviews per year. Specific time frames will be set to bring performance areas that do not meet required levels up to the respective acceptable levels. All employees shall be made aware of potential monitoring activities. The Union shall be advised in writing of all monitoring methods as they are applied.

ARTICLE 19 - UNION-MANAGEMENT RELATIONS

19.01 It is agreed by the Union and the Company that a Union-Management Relations Committee be established as a system for communication, as a means to bring together Labor and Management in a spirit of co-operation so that they can deal with any matters which are of concern to both parties.

19.02 This committee shall meet quarterly or when deemed necessary to discuss such matters referred to it.

19.03 Nothing in this article shall be construed so as to infringe upon any rights of the Company or the Union as set forth in this Agreement.

ARTICLE 20 - GENERAL WORKING CONDITIONS

20.01 The Company will make every effort to provide equalized training to all employees.

20.02 Each telephone secretary will be provided with facilities of approximately one (1) cubic foot to store her/his personal possessions, which facilities can be locked individually and which the employee must keep clean and tidy. One (1) head set per board shall be provided by the Company and each employee shall have a personal plastic earphone and mouthpiece.

20.03 No janitorial work (other than simple tidying-up) shall be required of employees covered by this agreement. However, it shall be the responsibilities of all employees using lunch room, locker, and other employee facilities including dishes, cups, etc. to clean up their own dishes, paper, etc. and leave the facilities in a tidy condition. Disciplinary action may be taken for abuse of this section.

20.04 The Company should be alert to the safety of its employees and take into consideration the suggestions made by employees to improve safety.

20.05 The Company may provide one head set for each regular full-time and part-time employee. If a head set assigned to an employee disappears or is damaged due to the employee's negligence, the employee is responsible for the cost of repair or replacement whichever is the case.

ARTICLE 21 - BEREAVEMENT AND JURY DUTY

21.01 When a death occurs in the immediate family of a regular full-time or part-time employee such employee shall be allowed up to three (3) days absence from work without loss of regular salary up to and including the day of the funeral. An employee will not be paid for such days if they are not her/his scheduled working days. The term "immediate family" includes father, mother, spouse, or common-law spouse, child, or brother or sister of the employee, or any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides. The Company will give consideration to an extension of time in situations where there may be extenuating circumstances. Requests for such consideration should be taken to the Branch Manager or designate.

21.02 When a regular full-time or part-time employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandson, granddaughter, grandparent or stepfather, stepmother, stepchild, stepbrother, or stepsister deceases, such employee shall be allowed a one (1) day absence from work without loss of regular salary on the day of the funeral if she/he was scheduled to work on that specified day. The company will give consideration to an extension of time in situations where there may be extenuating circumstances. Requests for such consideration should be taken to the Branch Manager or designate. In the case of death of an uncle or aunt of an employee, such employee shall be entitled to one day off without pay on the day of the funeral. An employee may request up to three (3) days off without pay, which may be granted by the Company according to the circumstances.

21.03 In the event a regular full-time employee is required to render service as a juror, the Company will pay the employee, upon proof of jury service, and amounts received, the difference between the fee received and the amount the employee would normally receive had the employee worked his/her regular scheduled hours of work, provided the latter is higher.

ARTICLE 22 - DURATION OF AGREEMENT

* **22.01** This agreement shall remain in full force and effect from the first day of January, 2006, until the thirty-first day of December, 2009 and thereafter from year to year unless either party gives to the other party written notice of termination or modification by registered mail within a period of not more than ninety (90) days nor less than thirty (30) days prior to the expiration date. In the event of such notice of termination or modification being given, the parties agree to meet within fifteen (15) days of the receipt of such notice or such further time as the parties may agree on, with a view to agreeing on terms and conditions for renewal or modification of the Agreement. The terms and conditions of the existing agreement shall remain in effect during the period of such negotiations.

22.02 It is mutually agreed by the Company and the Union that there shall be no strike or lockout actions taken at any time except in conformance with the Manitoba Labor Relations Act.

22.03 The Company and the Union acting jointly may from time to time by Letters of Understanding in writing signed by them, modify or interpret the provision of this agreement and the parties shall be bound by any such modification or interpretation.

This Agreement Signed This Thirty-First Day of January 2006.

Original signed by Joyce Thom

For the Company

Original signed by Brian Murdoch

For the Union

LETTER OF UNDERSTANDING

Between: TigerTel Communications Inc. And: International Brotherhood Of Electrical Workers, Local Union 435

Re: Leaves Of Absence

Employees may be granted time off without pay for something of extreme importance to the employee, for example, urgent medical tests or exams at University. The Company shall consider all employee requests for such time off. The Union and the employees agree that this Letter of Understanding shall not be subject to a grievance or arbitration under the Collective Agreement or otherwise.

If an employee feels that the Company has not administered this Letter of Understanding fairly, the employee may refer the matter to the Union Business Manager and the Operations Coordinator who will meet to discuss the matter.

Signed This Thirty-First Day of January 2006.

Original signed by Joyce Thom

For the Company

Original signed by Brian Murdoch

For the Union

FOR YOUR INFORMATION THE FOLLOWING SECTIONS OF THE LABOUR RELATIONS ACT OF MANITOBA ARE DEEMED TO BE INCLUDED IN THE TIGERTEL COMMUNICATIONS INC. COLLECTIVE AGREEMENT.

Deemed just cause provision.

Sec.79(2) Where a collective agreement does not contain a provision as required under sub-section (1), it shall be deemed to contain the following provision:

The employer shall not discipline or dismiss any employee bound by this agreement except for just cause.

Deemed fairness provision.

Sec.80(2) Where a collective agreement does not contain a provision as required under sub-section (1), it shall be deemed to contain the following provision:

In administering this agreement, the employer shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.