

A COLLECTIVE AGREEMENT

BETWEEN:

WIRECOMM SYSTEMS (2008) INC.

AND

UNIFOR LOCAL 112

Effective: April 30, 2024 to March 31, 2027

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	3
ARTICLE 2	RECOGNITION	3
ARTICLE 3	DEDUCTION OF UNION DUES	4
ARTICLE 4	NO STRIKES. NO LOCK OUTS	5
ARTICLE 5	RESERVATION TO MANAGEMENT	5
ARTICLE 6	UNION REPRESENTATION	6
ARTICLE 7	GRIEVANCE PROCEDURE.....	7
ARTICLE 8	ARBITRATION	8
ARTICLE 9	SENIORITY	9
ARTICLE 10	JOB POSTINGS AND FILLING OF VACANCIES.....	12
ARTICLE 11	WAGES AND CLASSIFICATION.....	13
ARTICLE 12	HOURS OF WORK AND SHIFT PREMIUM.....	13
ARTICLE 13	OVERTIME	14
ARTICLE 14	HOLIDAYS	15
ARTICLE 15	VACATION	16
ARTICLE 16	BENEFITS.....	17
ARTICLE 17	CLOTHING, TOOLS & EQUIPMENT.....	18
ARTICLE 18	EXPEDITED PROCESS FOR WAGE DEDUCTION DISPUTES.....	19
ARTICLE 19	SAFETY AND HEALTH.....	21
ARTICLE 20	LEAVES OF ABSENCE.....	22
ARTICLE 21	GENERAL	23
ARTICLE 22	UNIFORM PAID EDUCATION LEAVE.....	25
ARTICLE 23	LEAD HAND	25
ARTICLE 24	CONSTRUCTION JOBS.....	26
ARTICLE 25	FIBRE TECHNICIANS.....	30
ARTICLE 26	TERM OF AGREEMENT	31
ARTICLE 27	LETTERS OF UNDERSTANDING.....	31
APPENDIX A		33
APPENDIX B – RATE SHEET FOR INSTALLATION AND SERVICE TECHNICIANS.....		36
APPENDIX C –TOOLS.....		37
LETTER OF UNDERSTANDING #1 – PERFORMANCE SCORECARD		39
LETTER OF UNDERSTANDING #2 – NON COMPLIANT WORK FEES.....		40
LETTER OF UNDERSTANDING #3 – WAREHOUSE INVENTORY SYSTEM.....		42

LETTER OF UNDERSTANDING #4 – WORK STANDARDS	43
LETTER OF UNDERSTANDING #5 – GROUP RRSP.....	44
LETTER OF UNDERSTANDING #6 – SALES PROCESS	45
LETTER OF UNDERSTANDING #7 – MODIFIED WORK SCHEDULE FOR FIELD TECHNICIANS	46
LETTER OF UNDERSTANDING #8 – FUTURE LEGISLATIVE CHANGES.....	47
LETTER OF UNDERSTANDING #9 – RVO RENTAL AGREEMENTS	49

ARTICLE 1 DEFINITIONS

- 1.01 "Company" shall mean Wirecomm Systems (2008) Inc.
- 1.02 "Union" as used hereinafter shall mean Unifor and its Local 112.
- 1.03 "Earnings" shall mean the total of all task code rates, non-production hourly rate, minimum rate payments and/or hourly wages as applicable. It is understood that for Field Technicians, the minimum rate will not apply if the task code payments exceed minimum rate for hours worked (as set out in Appendix A).
- 1.04 Wherever the term he, she, his, her, etc. is used throughout this Agreement, such term is intended to apply to individuals of any gender.
- 1.05 "Minimum rate" is defined in Appendix A.

ARTICLE 2 RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all Employees of Wirecomm Systems (2008) Inc., covered by the February 13, 2012 certification order of the Canada Industrial Relations Board, namely Wirecomm employees working out of the Mississauga, Barrie and York Region locations excluding quality control/lead, safety compliance inspector, trainer, dispatcher, office/administrative positions, supervisors and those above the rank of supervisor.
- 2.02 The purpose of this Agreement is to establish and maintain an orderly, harmonious and mutually beneficial collective bargaining relationship between the Company, the Union and Employees, to set forth agreements concerning the employees' working conditions, hours of work, rates of pay, wages, and conditions of employment, and to provide a means for the prompt and orderly disposition of grievances. The parties are committed to maintaining and improving the efficiency, productivity and flexibility of the operations of the Company with emphasis on work excellence and customer responsiveness.

- 2.03 The Company and the Union agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practised by any of them or any of their representatives because of any Employee's activity or lack of activity in the Union.
- 2.04 The Company, Employees and the Union agree to conduct their affairs in accordance with the Canadian Human Rights Act, as amended, and agree that there shall be no discrimination or harassment by the Company, the Union or its members because of grounds protected by the Canadian Human Rights Act.
- 2.05 Employees outside the bargaining unit shall not perform work normally performed (except where such work has historically been shared) by the bargaining unit where it directly gives rise to the layoff or short sit of bargaining unit Employees.
- 2.06 An accredited representative of Unifor shall be allowed to enter the Company's premises to perform Union business with reasonable notice to Human Resources.
- 2.07 Orientation Program: The Company will allow a designated representative of the Union up to one (1) hour during training for new Employees for the purpose of conducting Unifor's New Members' Orientation Program. These sessions will be held on Company premises. Employees participating in Orientation Program meetings during their normally scheduled training hours will be paid \$12.00/hr or the minimum wage of the Province of Ontario, whichever is greater.
- 2.08 The Union agrees that, except as provided for in this Agreement, there will be no union activity on the premises of the Company during the Employees' working hours except by agreement with the Company.

ARTICLE 3 DEDUCTION OF UNION DUES

- 3.01 The Company agrees to deduct from the earnings of all employees covered by this Agreement, and during the period of the Agreement, the amount of Union dues for general Union purposes as designated by the Union, and such moneys shall be paid to the Union not later than the 20th day of the following month.
- 3.02 The Company agrees to furnish the Union monthly with a list of employees for and on behalf of whom such deductions are being made. The Union will advise the Company in writing in advance of the name and address to whom this list should be directed.
- 3.03
 - (a) Subject to religious objections, every Employee shall, as a condition of his continued employment, become and remain a member, in good standing, of the Union.
 - (b) The Union agrees that it will not refuse, suspend or terminate Union membership to any Employee without just cause. Whenever an Employee is refused, suspended or

expelled from membership the Union will give the Company, in writing, the reasons for such action.

- 3.04 The Union shall indemnify the Company for any liability including any and all claims, demands, actions, or causes of action arising out of or in any way connected with the deduction, collection, custody, accounting or remittance of Union dues.
- 3.05 The Company will continue to make Union dues deductions while an Employee is temporarily assigned to a position not covered by this Agreement. The Company will cease making such deductions when an Employee is permanently assigned to a position not covered by this Agreement.

ARTICLE 4 NO STRIKES. NO LOCK OUTS

- 4.01 The Company agrees that there shall be no lock outs and the Union agrees that there shall be no strikes, picketing, slowdown or work stoppage either complete or partial during the life of this Agreement.
- 4.02 The Union agrees that it will not involve any Employee of the Company or the Company itself, in any dispute which may arise between any other employer and the employees of such other employer.
- 4.03 If Employees engage in any of the above mentioned conduct, the Union agrees that the Union, its officers or representatives shall immediately cease and/or repudiate such conduct when it is made aware.

ARTICLE 5 RESERVATION TO MANAGEMENT

- 5.01 The Company reserves all rights and authority customarily exercised by management, except as otherwise specifically modified by express provision of this Agreement. The Union recognizes and acknowledges the right of the Company to operate and manage its business in all respects in accordance with its contractual obligations and in accordance with legislation and regulations from time to time in force under governmental authority. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to,
- (a) Hire, promote, demote, transfer, classify, reclassify, lay off, recall and retire Employees, and also the right of the Company to maintain order, discipline and efficiency and in connection herewith to make and alter from time to time Company rules and regulations to be observed by Employees; discharge any Employee for just cause, subject to the rights of the Employee concerned, who has acquired seniority, to lodge a grievance in the manner and to the extent herein provided.

- (b) Make, establish, maintain, enforce and alter from time to time reasonable rules and regulations, policies and practices relating to the protection of its property, the maintenance of confidential information regarding customers and clients, the promotion of safety and the general conduct and procedures for Employees.
- (c) Generally manage the enterprise and without restricting the generality of the foregoing, to plan, direct, locate, extend, curtail or cease operations, to control and inspect operation systems, methods and services, to abolish or change any job, department, operation and service, to assign duties, to determine reporting relationships, to direct Employees, to determine the complement, classification and location of Employees from time to time, to alter and evaluate standards and performance, the methods, procedures and the kinds and location of equipment and facilities to be used and services provided, to introduce new methods or facilities, to determine schedules of work and overtime.

5.02 The Company agrees that it will not exercise its management rights in violation of the express provisions of this Agreement.

ARTICLE 6 UNION REPRESENTATION

- 6.01 The Company will recognize a negotiating committee composed of no more than three (3) Employees from the Local plus the Union's National Representative. The Company will further recognize duly elected Union officers and a reasonable number of Stewards of Unifor Local 112.
- 6.02 When an Employee serves as a Steward during his/her normally scheduled working hours he/she will be entitled to minimum rate for all such hours while dealing with the grievance up to and including Step 3 of the grievance procedure.
- The Steward must obtain prior management approval for time required for Union business. The Steward and aggrieved Employee shall not interfere with the operations of the Company and such time off shall be of reasonable length. Overtime pay shall not be triggered by the addition of time to conduct Union business.
- Steward activities shall be limited to grievance and disciplinary issues.
- 6.03 An accredited representative of Unifor shall be entitled to participate in meetings between the Company and the Union, when so requested by the Local.
- 6.04 The Union shall notify the Company in writing of the names of those Employees who are designated as members of the negotiating committee or as Stewards, its officers and the Employee designated to receive official correspondence relating to the Local, whenever a change takes place. No Union representative will be recognized unless designated in writing in advance to the Company.

- 6.05 When the Company meets with an Employee to issue a disciplinary suspension or discharge or holds a formal investigation meeting face to face or by phone call that is attended by Human Resources, including but not limited to situations in which the Employee is removed from the field pending investigation, the affected Employee will be offered Union representation unless the circumstances make doing so impractical. The unavailability or non-attendance of a Union representative at such meeting does not invalidate the investigation or issued discipline.
- 6.06 Company vehicles are not to be used by Employees, including shop Steward, for attending any Union activities except for the shop Steward's day to day direct representation duties.
- 6.07 When discipline is issued by the Company, if the Employee opts for the Unit Chair to receive a copy, the Company will provide the Unit Chair with a copy. Non-compliance with this provision does not invalidate the issued discipline.

The Company will amend its CAN form to allow Employees to check off a box indicating that they wish the Union to receive a copy of their CAN.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.01 The purpose of this Article is to establish a procedure for the orderly settlement of grievances. A grievance shall be considered to exist when it is alleged that there is a violation of this Agreement arising from the interpretation, application or failure to comply with the terms thereof. When a grievance arises, an earnest effort shall be made to settle it by the Company, the Employee concerned, and the Union, and it shall be handled in the Steps as hereinafter provided. It shall be optional with the Company or the Union to consider any grievance, the alleged circumstances of which occurred more than twenty-one (21) days prior.
- 7.02 Step 1 - Any Employee who has a grievance shall present the grievance verbally to their immediate Supervisor and will be accompanied by a Steward. Management shall state their decision verbally within three (3) business days of such meeting. If this verbal decision does not satisfactorily adjust the grievance, it may be appealed to Step 2 following.

Step 2 - Notice of appeal must be made within seven (7) business days of the verbal decision, in writing, in triplicate, on forms supplied by the Union, and shall be presented to the Area Manager or General Manager (or their designate). The written grievance shall identify the facts giving rise to the grievance, the Article(s) of the Agreement that are alleged to have been violated and the remedy sought. The grievance shall be signed by the grievor whenever possible and countersigned by the grievor's Steward and dated. Within five (5) business days of receipt of the appeal or within any agreed upon extension, Management designated to handle Step 2 and Human Resources will meet with the grievor and the Unit Chair in an attempt to resolve the grievance. A written decision shall be given by Management designated to handle Step 2 within five (5) business days of the date of such meeting. If this written decision does not satisfactorily adjust the grievance, it may be appealed to Step 3.

Step 3 - Notice of appeal must be given in writing by dating and signing the grievance forms within seven (7) business days from the written decision of Management or their designate, to the President (or their designate), setting forth the areas or points of disagreement with the Step 2 written decision. The President (or their designate) will arrange to meet with the Union's designated representatives, within seven (7) business days or a time mutually agreed upon. The President (or their designate) will render his decision in writing within ten (10) business days from the date of such meeting to the Union. If this decision does not bring about a satisfactory settlement, the grievance may be referred by either party to arbitration as provided for in Article 8.

- 7.03 Should an Employee claim that he has been unjustly discharged and wishes to seek redress under the grievance procedure, he must present such grievance, in writing, within ten (10) business days of his discharge and may present this at Step 3 of the grievance procedure.
- 7.04 An Employee and/or Steward shall obtain the permission of Management before interrupting or leaving his work to deal with a grievance. Permission will not be arbitrarily or unreasonably withheld.
- 7.05 In this Article, when computing business days, Saturdays, Sundays and holidays under this Agreement shall not be included.
- 7.06 Should the Company seek to file a grievance or either party seek to submit a policy grievance, they may do so by submitting the grievance in writing within twenty-one (21) days of the events giving rise to the grievance and may present this at Step 3 of the grievance procedure.
- 7.07 The time limits fixed in the Grievance (Article 7) procedures are mandatory and not merely directory and may only be extended by mutual written consent of the parties to the Agreement.
- 7.08 Grievances related to wage deductions shall be addressed in accordance with Article 18 – Expedited Process for Wage Deduction Disputes.

ARTICLE 8 ARBITRATION

- 8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain at least three (3) names proposed as the Sole Arbitrator and shall be delivered to the other within ten (10) days of the reply under Step 3 of the grievance procedure.

The party receiving the referral notice may agree to one of the proposed Arbitrators or counter propose alternates. If the parties cannot agree for the selection of an arbitrator, rules stated at Article 57 of the Canadian Labour Code shall apply.

Prior to submitting proposed Arbitrators, the Company and the Union may agree to have the matter(s) heard by a mutually agreed upon Grievance Mediation Officer with the intent to settle the grievance(s) in the most timely and effective manner.

- 8.02 The Sole Arbitrator shall not have power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.03 Where a grievance resulting from a discharge or suspension which is filed under Article 7 is not settled and duly comes before an Arbitrator, the Arbitrator may make a ruling:
- (a) Confirming the Company's action;
 - (b) Reinstating the Employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of his case); or
 - (c) Disposing of the grievance in any other manner which may be deemed by the Arbitrator to be just and equitable.
- 8.04 The fees and expenses of the Arbitrator shall be shared by both parties.
- 8.05 The time limits fixed in the Arbitration (Article 8) procedures are mandatory and not merely directory and may only be extended by mutual written consent of the parties to the Agreement.
- 8.06 Disputes related to wage deductions shall be addressed in accordance with Article 18 – Expedited Process for Wage Deduction Disputes.

ARTICLE 9 SENIORITY

- 9.01 New Employees will be probationary Employees until they have been employed for 120 cumulative working days. This provision is not a guarantee that a probationary Employee is entitled to any period of work.

During the probationary period, an Employee shall be considered as employed on a trial basis and may be discharged at the sole discretion of the Company. Such termination will not be the subject of a grievance or arbitration (subject to mandatory legal requirements otherwise). The Company will advise the Employee in writing of the reason for their discharge and the Unit Chair will receive a copy of that letter.

Probationary Employees shall have no seniority rights but after completing the probationary period their seniority shall be dated back to the date of commencement of the probationary period.

Any person re-employed by the Company shall, when re-employed, again be a probationary Employee.

- 9.02 Periods of absence from work shall not affect an Employee's seniority. A seniority list showing Employees' names, job titles, and where applicable classifications or grades and seniority date, shall be posted on bulletin boards and revised quarterly. A copy of the seniority list will also be supplied to the Union. Protests in regard to seniority standing must be submitted in writing within thirty (30) days when the seniority lists are posted. When proof of error is presented by an Employee or the Union, such error will be corrected. In the event no protest is filed with the Company within the 30 day timeframe, the posted seniority list shall be deemed to be correct and accurate and cannot be disputed by the Union or Employees.

Employees with the same hire date will be ranked for seniority purposes first by duration of prior relevant experience (as determined and confirmed by the Company) and then by the date they accepted employment. The Company will advise the Union of the basis used for ranking employees with the same hire date.

In addition to the seniority list above, the Company will provide a contact list in a password protected excel spreadsheet format which will include the employee's name, home address, phone numbers, home district, seniority date, email address and employment status quarterly to the Unit Chair to be used only for legitimate Union business. The Company will advise the Unit Chair when new employee(s) are hired and will be provided with the names of the new employee(s) and their home district. The Company will advise the Unit Chair of resignations on a monthly basis. The Company agrees that under special circumstances the Unit Chair/National Representative can request an updated contact list.

- 9.03 An Employee shall lose all seniority and his employment shall be deemed to be terminated if he:
- (a) voluntarily leaves the employ of the Company;
 - (b) is discharged for just cause and is not reinstated under the grievance or arbitration procedures;
 - (c) is absent for three (3) consecutive working days without notifying the Company of the reason for such absence;
 - (d) fails to return to work after lay off within five (5) working days after notification from the Company by registered mail to the last address put on file by the Employee, unless the Company is satisfied that such failure has been caused by circumstances beyond the Employee's control;
 - (e) is on lay off in excess of six (6) months;

- (f) fails to return to work from an authorized vacation or leave of absence without bona fide reasons (documented to the Company in advance where possible) on the scheduled working day next following the expiry of the vacation or leave, or utilizes a leave of absence for reasons other than for which it was granted.

9.04 Layoff and Recall - With respect to layoff and recall of Employees:

- (a) Subject to 'Short Sits', a reduction in the number of Employees employed in the bargaining unit for reasons including reduced volume of work and economic reasons, shall be deemed to be a layoff. A "Short Sit" occurs when an Employee is not assigned work for a period of five (5) calendar days or less. A Short Sit is not a layoff within the meaning of this clause and is not subject to the requirements set out herein.
- (b) The Company will select Employees for layoff based on a combination of performance, skill and ability, geographic work location, and customer demands. When these factors are, in the Company's assessment, relatively equal as between two or more Employees, seniority shall be the determining factor. The remaining Employees working in the bargaining unit must be qualified, willing and able to perform the work required.
- (c) All Employee benefit plan coverage will cease after thirty (30) days from date of layoff.
- (d) Any period of layoff shall not affect ongoing accrual of seniority.
- (e) Employees who are laid off from their jobs shall be recalled to their original job based on performance, skill and ability, geographic work location, and customer demands. When these factors are, in the Company's assessment, relatively equal as between two or more employees, seniority shall be the determining factor. To be recalled, an Employee must be qualified, willing and able to perform the work required.
- (f) Employees will retain recall rights for a period of six (6) consecutive months from the date of their respective layoffs or displacement. If they are not recalled within six (6) months, their seniority is lost and their employment with the Company deemed terminated.
- (g) The Company will advise the Union of the reason for a layoff and the names of those impacted by a layoff.
- (h) If an Employee is no longer permitted to work in the customer's system, the Company will assess whether they are qualified and suitable for any other bargaining unit positions (if any exist). If no such position is identified, the Employee will be laid off or, at their option, may elect to waive their recall rights and be immediately terminated and receive severance pay in accordance with this Agreement, if applicable. The Company will provide the Union with any written instruction received from its customer stating that an Employee is no longer permitted to work in the customer's system. The Union agrees to maintain confidentiality over that communication.

- 9.05 The Company will not place probationary technicians who have finished training into the field while Employees with seniority are on layoff, provided the Employees to be recalled are qualified, willing and able to perform the work required. Employees may be recalled and relocated to a different Area in order to comply with this provision and failing to report to work in the new Area will trigger Article 9.03 (d). "Area" in this article has the same meaning as in Article 9.06. Laid off employees who are recalled to a different Area as described in Article 9.06 will be returned to their original Area based on the Company's assessment of operational needs in both Areas. This will typically include the Company hiring and/or training Employees for the Area that the Employee was relocated to before returning the Employee to their original Area.
- 9.06 Permanent Layoff - An Employee laid off permanently will have the opportunity to bump an Employee working in another Area. Highest seniority will be the deciding factor. "Area" for the purposes of this clause are DCO (Durham Central Ontario), GTA (Toronto/Central, Parkdale/York/Etobicoke and York Region) and MOB (Mississauga, Orangeville, Brampton). An Employee may be required to relocate in order to bump into another Area. This will be discussed on a case by case basis.
- 9.07 An Employee who is permanently laid off from work and whose employment is terminated is eligible to receive severance pay equal to five (5) days wages per completed continuous year of service with the Company. A day of wages for the purposes of calculating severance pay is equal to a full shift (currently 10 hours) at the Employee's non-production hourly rate. Severance will be paid on a lump basis, less applicable deductions.

ARTICLE 10 JOB POSTINGS AND FILLING OF VACANCIES

- 10.01 Permanent vacancies and newly created jobs within the bargaining unit will be posted on the bulletin board for six (6) days on Company bulletin boards accessible to all Employees affected. Such bulletins will show the job title and qualifications required. A copy of any field technician recruitment advertisement and/or job postings will be sent to the Unit Chair when they are posted/advertised.

Hiring additional technicians is not considered filling a permanent vacancy. Employees working in one Area (as defined in Article 9.06) who wish to permanently transfer into the other Area when the Company is recruiting in that Area may express their interest to their Supervisor/Human Resources.

10.02

- (a) Any Employee desiring to fill such a vacancy shall, within the six (6) days posting period, forward his application to Human Resources.
- (b) In the filling of permanent vacancies within the bargaining unit, the Company shall consider the qualifications, training, experience, skill, ability, performance, reliability

and work record of the candidates for the purpose of filling the permanent vacancy. When these factors are, in the Company's assessment, relatively equal as between two or more candidates, seniority shall be the determining factor.

- (c) In the event an Employee is promoted into a permanent vacancy or newly created job within the bargaining unit, they shall be subject to a three (3) month trial period during which the Company may return the Employee to his former classification if in the reasonable opinion of the Company the employee is not succeeding in the position. The Company's decision is not to be arbitrary, discriminatory or in bad faith. During this trial period the Employee may elect to return to his former position.

ARTICLE 11 WAGES AND CLASSIFICATION

11.01

- (a) Rates of pay for technicians assigned installation and service work are set out in Appendix A and B, attached hereto, which forms part of this Agreement.
- (b) Should the Company establish any new jobs or job classifications within the bargaining unit, during the term of this Agreement, it will immediately advise the Union thereof and of the rate or rates it proposes therefore; the Union shall forthwith advise the Company of its acceptance or rejection of the proposed rate or rates, and in the event of rejection, file a grievance at Step 3 of the grievance procedure that may be referred to arbitration in accordance with this Agreement if not resolved at Step 3 of the grievance procedure.
- (c) RVO technicians will continue to receive a portion of their piece rate compensation as a non-taxable mileage allowance calculated based on their actual, logged business mileage and in accordance with Canada Revenue Agency guidelines/rates (as they may be amended). The balance of RVO technicians' piece rate amounts after calculating the non-taxable mileage allowance will be paid as employment income, less applicable withholdings and deductions.
- (d) As with any other taxable benefit(s), any applicable taxable benefits associated with Employees' use of Company vehicles will continue to be calculated in accordance with Canada Revenue Agency guidelines/rates (as they may be amended).

ARTICLE 12 HOURS OF WORK AND SHIFT PREMIUM

12.01 The work week is from 8:00 am Sunday to 7:59 am the following Sunday.

12.02 Field Technicians are currently assigned ten and a half (10.5) hour shifts. Work travel between work locations will be included in the ten and a half (10.5) hour shift. Prior to implementing shifts of a different duration than ten and a half (10.5) hours, the Company will advise the

Union (unless the change is at the request of an Employee due to religious or other personal reasons that are granted by the Company)

12.03 The daily start and stop times for Field Technicians' shifts are currently:

AM shift, 8:00 am to 6:30 pm inclusive and

PM shift, 9:30 am to 8:00 pm inclusive

It is agreed that the Company may adjust the shift start and stop times by up to ½ hour in either direction. The Company will make best efforts to provide the Union and Employees with advance notice of such a change.

Any changes to shift start and stop times greater than 30 minutes will require 30 days advance notice to the Union, however, if there is an operational need to make such a change with less than 30 days' notice, the Union agrees to meet with the Company to discuss implementing the change with less than 30 days' notice and the Union's agreement to do so will not be unreasonably withheld.

Employees will be able to take unpaid breaks in accordance with the Canada Labour Code. The onus is on the Employee to schedule their own breaks and/or the Company will schedule break(s).

Field Technicians' shift cycle is currently built on a six (6) week rotating cycle. The Company may change the shift cycle upon notice. Such notice shall be given in advance.

ARTICLE 13 OVERTIME

13.01 Field Technicians will receive an overtime top up for each hour worked in excess of forty (40) hours per week (in addition to the regular code rates for work performed). The top up is calculated as:

$$\frac{\text{total piece work earnings for the week}}{\text{total number of hours worked during the week}} / 2$$

The parties recognize that from time to time (including before and after each month end and particularly busy periods for the Company's customer during the year), Wirecomm will need Field Technicians to work additional shifts (e.g. 10.5 or 8.5 hours) to provide necessary coverage. If additional shifts are required, Wirecomm will first seek volunteers. If insufficient volunteers are identified, Wirecomm may mandate Field Technicians to work overtime. This shall be done in reverse seniority order amongst those Field Technicians with sufficient skill and ability (in the Company's assessment) to perform the necessary work and shall be done on a rotating basis in ascending seniority order so that the same Field Technicians are not continually mandated to work overtime. Wirecomm will provide impacted Field Technicians with as much notice as reasonable possible in the circumstances. These parameters are subject to Wirecomm's obligation and discretion to address individual

technicians' circumstances, including accommodation requirements. Field Technicians will not be scheduled in excess of 60 hours per week.

Notwithstanding the above, Field Technicians at Tier C4 and above will not be compelled to work more than 6 additional shifts in any calendar year (and those shifts will be between the 28th of each month and the 3rd of the next month, the last two weeks of August and/or the first two weeks of September) but they may work more than 6 additional shifts per calendar year on a voluntary basis.

- 13.02 For weeks in which an Employee earns both piecework and hourly wages, the employee will receive an overtime top up for each hour worked beyond forty (40) hours per week calculated as follows: total earnings divided by total number of hours worked in the week divided by 2.
- 13.03 Construction positions, Lead Hands and Fibre Technicians will be paid overtime pay based on 1.5 times their regular hourly rate for hours worked in excess of forty (40) per week.

ARTICLE 14 HOLIDAYS

14.01 Recognized Holidays

The Company will recognize the holidays listed below:

New Year's Day

Good Friday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Christmas Day

Boxing Day

National Truth and Reconciliation Day

- 14.02 The Parties agree that since Wirecomm is a continuous operation, recognized holidays will be handled as follows:

- (a) Field Technicians who do not work on the holiday will receive a holiday allowance equivalent to the normal number of hours worked (currently ten (10) hours) paid at the applicable non-production hourly rate. To be eligible for this payment, Employees must have accumulated at least thirty (30) days' service prior to the holiday.
- (b) Field Technicians who work on the holiday will be paid normal piecework rates for work performed on the holiday and will be paid a holiday allowance equal to the normal number of hours worked (currently 10 hours) at the applicable non-production

hourly rate. To be eligible for the holiday allowance payment, Field Technicians must have accumulated at least 30 days' service prior to the holiday.

- (c) In accordance with the *Canada Labour Code*, an Employee is not entitled to any holiday allowance if they were scheduled to work on a holiday and do not report to work as scheduled (e.g. call in sick, no show).

ARTICLE 15 VACATION

15.01 On each paycheque, Employees will be paid an amount equal to a percentage of their earnings as vacation pay and will be entitled to annual vacation time as per the following rules:

- (a) 4% vacation pay and 2 weeks' vacation from the start date;
- (b) 6% vacation pay and 3 weeks' vacation after completion of five (5) or more years continuous service;
- (c) 8% vacation pay and 4 weeks' vacation after completion of twelve (12) or more years continuous service.

In the first year of employment, vacation entitlement will be pro-rated.

15.02 Notwithstanding the above, Employees with more than 4 years of continuous service may opt to have their vacation pay accrued starting January 1 by emailing HR that they wish to switch to accrual. The following rules apply:

- (a) Employees will be eligible for vacation accrual starting on January 1 after reaching four years of continuous service (i.e. not upon their anniversary date);
- (b) The vacation year will be the calendar year;
- (c) Vacation will accrue each month during the calendar year based on the existing grid, above;
- (d) Vacation pay will be paid out on the first pay period after the vacation time is taken;
- (e) Vacation time can only be taken after it is accrued and must usually be used in the calendar year it is accrued or it is waived. Vacation does not carry over from year to year except for Employees with more than 2 weeks vacation entitlement, who may carry over to the following year up to five days of vacation time to be taken as unpaid vacation time (since the vacation pay will already be paid) by notifying the Company in writing by December 31 that carry over is requested and specifying the dates requested off, which must be before the end of February. The Company will confirm the carry over/vacation request no later than 14 days after the request was made. If carried over

vacation time is not used by the end of February of the year immediately following when it accrued, the vacation time is deemed to have been waived;

- (f) The Company can schedule employees on vacation with two weeks notice;
- (g) Any accrued and unpaid vacation pay will be paid out on the first pay day of the following calendar year.
- (h) Collective agreement language regarding vacation scheduling (15.02) and rescheduling vacation (15.03) remain as is.

15.03 Vacation Scheduling

Employees wishing to take vacation must request them as early as possible with a minimum of 21 days advance notice in writing. Requests will be considered on a first come, first serve basis based on business needs, including client requirements and manpower availability. In the event of multiple requests submitted at the same time for the same vacation period, seniority shall determine whose request is granted. Seniority shall not trigger changes in already requested or approved vacation.

Management will confirm vacation requests no later than 14 days after the request was made or when the client approval is given unless special circumstances require otherwise.

- 15.04 If an Employee, within his/her vacation period is admitted to a hospital as an "in" patient, and provides management with appropriate medical documentation establishing same, then he/she may reschedule his/her vacation for that day and for the remaining days of hospitalization that coincide with the originally scheduled vacation days.

ARTICLE 16 BENEFITS

- 16.01 Employees will become eligible to participate in the Company's insured group benefit plan following the completion of six (6) consecutive months of employment. The Company may shorten or waive this waiting period only for recruitment purposes. The Company agrees to maintain levels of coverage as in place currently and will advise the Union in advance of any change in plan or carrier. The premium costs for benefits will be shared as follows:

- Group health, dental, ADD and life insurance: 55% Company; 45% Employee
- Long-term disability insurance coverage: 100% Employee

The maximum period of benefit continuation available during leaves of absence is 24 months.

In the event the cost to Employees will increase more than 2.5% for group health, dental, ADD and life insurance or more than 5% for LTD coverage, the Company will meet with the Union to discuss alternatives such as changing coverage in order to avoid the implementation of such premium increases.

It is agreed and understood that eligibility and benefits under the group benefit plan are to be determined by the Insurer. Disputes relating to eligibility or benefits under the group benefit plan shall not constitute a grievance and shall not be subject to the grievance and arbitration procedures under this Agreement.

16.02 Benefit eligibility

Employees on statutory leaves can be eligible for benefits (excluding LTD) if they continue to pay their regular contribution to such benefit plans.

- 16.03 Within sixty (60) days of ratification, the Company will establish a group RRSP in which Employees with six (6) consecutive months of employment can participate if they opt to do so. The Company will pay the administrative costs associated with establishing and maintaining the plan but will not make any contributions to the plan, matching or otherwise.

ARTICLE 17 CLOTHING, TOOLS & EQUIPMENT

17.01 Safety Footwear

After successful completion of probation, Employees required by the Company to wear safety footwear can receive a reimbursement (upon original receipt presentation) up to a maximum of \$160 every two years toward the purchase of required safety footwear.

- 17.02 The Company will provide at no cost: Company and Client identification, mandatory summer and winter uniform clothing items, safety gear (except safety boots), and one (1) fire retardant coverall.

If items are lost or stolen, replacement is at the Employee's cost. Replacement due to regular wear and tear is at the Company's expense.

Cleaning will be the responsibility of the Employee.

Clothing will remain the property of the Company and must be returned to the Company if requested or upon termination of employment.

A reasonable fee set by the Company (not to exceed replacement cost) will be charged for loss or refusal to return coveralls, long sleeved shirts and cargo pants (and any other clothing item provided in future with replacement fee attached).

In addition and in its sole discretion, the Company may offer Employees, from time to time, the opportunity to purchase additional promotional clothing items at their own partial or complete cost. These items become the Employee's property.

The Company will provide all current Employees with 2 summer t-shirts in 2015 and will review in future years whether to provide additional summer t-shirts.

17.03 The current tool lists are attached in the Appendices. New Employees will be provided with a kit of the tools required for their particular role/work, which may not be all tools on the list. Employees are required to have all tools provided by the Company in their possession and in working order to be assigned work. All tools provided by the Company remain Company Property.

All future tools required by the Company will be provided by the Company.

For RVO techs, replacement of tools is at the Employee's cost, with the exception of prep tool blades and 3/16" drill bits, which the Company will replace for existing RVO techs going forward.

For COV techs, replacement of tools will be as follows:

- the Company will replace or repair worn out tools;
- all Employees must replace lost, stolen or damaged tools unless the Employee can provide evidence satisfactory to the Company that the tools were stolen or damaged through no fault of the Employee;
- notwithstanding the above, the Company will replace prep tool blades and 3/16" drill bits for existing Employees going forward, including RVO technicians.

The Company may charge Employees for lost, stolen or damaged equipment (including tools), subject to the expedited process for wage deduction disputes set out in Article 18. If the Company locates equipment during an inventory check for which a current Employee was already payroll deducted, the Company will reimburse the Employee.

ARTICLE 18 EXPEDITED PROCESS FOR WAGE DEDUCTION DISPUTES

18.01 In the event that Wirecomm asserts a right to make a deduction from the wages of an employee under this Collective Agreement, the parties agree to the following expedited process:

- (1) Wirecomm shall give written notice of such deductions to the employee, Local Union Representative(s) and the Unifor National Representative. The written notice will give detailed information of what the deduction is for, along with the cost associated for the deduction.
- (2) The Employee or the Union has twelve (12) calendar days of being given notice to grieve the deductions (rather than the time frame of 21 days described in Article 7.01) and in no circumstance shall the Employer make any deductions prior to the expiry of the twelve (12) day notice period.

- (3) The parties agree to meet as soon as possible to discuss the deduction grievance through the expedited process, which shall be heard at Step 3 in the grievance process, typically within seven (7) calendar days.
- (4) The Company will render their decision within three (3) days (excluding weekend/General Holiday) of the Step 3 meeting taking place.
- (5) The Union will advise the Company within three (3) days (excluding weekend/General Holiday) of their decision to withdraw the grievance or proceed to expedited arbitration.
- (6) If no settlement is reached, the parties agree to have the dispute determined by way of an expedited arbitration process, which shall be completed within 36 days of the grievance being filed.
- (7) The parties agree that the following arbitrators will be used in rotation for the expedited arbitration process:
 - (a) Diane Brownlee
 - (b) Daniel Randazzo
 - (c) Owen Gray
 - (d) Randi Abramsky
 - (e) Dana Randall
 - (f) Steve Raymond
- (8) In the event the arbitrator who is next in rotation to be appointed is not available within the necessary timeframe, they will be passed over until someone on the roster is identified who can hold a hearing in the necessary timeframe. In the event none of the arbitrators on the roster are available within the necessary timeframe, the parties shall each identify two arbitrators available within the 30 day window and each party shall have the right to refuse one of the arbitrators proposed by the other party. Of the two remaining arbitrators, the parties agree that the arbitrator that can hear the dispute first shall be appointed to determine the grievance(s).
- (9) If an arbitrator on the roster is passed over due to their unavailability more than five times, the parties will work cooperatively to agree to replace that arbitrator on the roster moving forward with an arbitrator with more reasonable near term availability.
- (10) The parties agree that the arbitrator shall issue bottom line decisions within 1 week of the hearing in order to expedite the adjudicative process.
- (11) The parties agree that multiple deduction grievances may be heard by the same arbitrator on the same day.

- (12) During the aforesaid expedited arbitration process and pending the release of the arbitrator's bottom line decision, no deduction will take place from the Employee's wages unless the Employee departs employment with Wirecomm. In such situation, s/he may continue with the grievance and request that the deducted amount be repaid to him/her and any other appropriate remedies if the grievance is allowed. If the grievance is allowed, the Employer shall repay the amounts improperly deducted immediately.
- (13) If a departed Employee's final paycheque was not sufficient to cover the amounts owing, Wirecomm's grievance will be dealt with under the expedited process. If the former Employee also grieved, both grievances will be dealt with at the same time throughout the process. If Wirecomm's grievance is allowed, the former Employee shall repay the amounts owing immediately.
- (14) The Company and the Union may both agree to extend the time lines in writing stating how long the extension will be. If there is an agreed upon extension then the deduction will not be made unless the parties agree otherwise.

ARTICLE 19 SAFETY AND HEALTH

19.01

- (a) The Company will institute and maintain reasonable precautions for the health and safety of all Employees. All Employees covered by this Agreement shall co-operate in the implementation of such health and safety precautions. The Company and the Union shall cooperate fully in the elimination and prevention of unhealthy and unsafe working conditions and practices and assist in the prevention of accidents.
- (b) There shall be a joint health and safety committee established and operated, consisting of members representing the Company and of members representing the Employees. Bargaining unit Employees sitting on this committee will earn non-production hourly rate while performing these functions.
- (c) All matters considered and handled by the health and safety committee shall be recorded and minutes maintained.
- (d) Return to Work- The Company will continue its efforts to provide a modified work program when an Employee is unable to return to their regular duties as a result of a workplace injury. The Company agrees to provide information to the Union upon request regarding the Employees being provided modified duties and the nature of those duties.

ARTICLE 20 LEAVES OF ABSENCE

20.01 Union Business

Employees elected as officers of the Local or designated by the President of the Local to attend to authorized Union business may request leave of absence without pay.

All such leaves of absence shall be requested by written notice to the Company at least twenty-one (21) calendar days prior to the commencement of the period of leave and the request for the leave will not be unreasonably denied.

In order to attend the Unifor National Convention every 3 years up to 2 employees will be granted a leave of absence to attend. The Company will be advised of the convention dates as far in advance as possible. A written request for such leave will be submitted to the Company at least 60 days in advance.

20.02 Other Than Union Business

The Company may grant leave of absence without pay for a period not exceeding one (1) month to an Employee for legitimate personal reasons. Legitimate and reasonable requests for leave of absence beyond one (1) month will be given due consideration by the Company and permission will not be withheld, provided such absence will not interfere with the efficient continuation of satisfactory customer service, manpower requirements and other legitimate business considerations. All leaves of absence shall be requested by written notice to the Company at least twenty-one (21) calendar days prior to the commencement of the period of leave.

20.03 Bereavement Leave

- (a) In the case of death in the immediate family of an employee, i.e. Mother, Father, Wife, Husband, or Common Law partner, Child, Brother, Sister, Mother-in-Law, Father-in-Law, Step-parent or Step-Child, Brother In Law, Sister in Law, Grandparent or Grandchild (or other qualifying people as defined in the *Canada Labour Code*, the Employee, upon request will be granted bereavement leave in accordance with the *Canada Labour Code* (which is currently up to 10 days of leave, 3 of which are paid for employees with 3 continuous months of employment). In the event of extenuating circumstances, requests for additional time off work without pay will be considered.
- (b) In the case where bereavement occurs during an Employee's scheduled vacation period, and provided the Employee would have been granted time off with pay in accordance with Section 19.03 (a), an equal number of vacation days that would have been granted in accordance with 19.03 (a) may be rescheduled to be taken at a later date. Such rescheduled days must be taken within the same calendar year.

20.04 Jury Duty

An Employee who is called to jury duty will be permitted such leave as is necessary as a result of such call and will be compensated by the Company for the difference between payment received for such duty and minimum rate. The Employee must request leave and present to his Supervisor proof of service as a juror as far in advance as possible.

20.05 Maternity, Parental and Other Statutorily Mandated Leaves

The Company will abide by the provisions of the *Canada Labour Code* for maternity, parental and other statutorily mandated leaves of absence.

ARTICLE 21 GENERAL

21.01 Discipline and Discharge

In case of an Employee's dismissal for just cause, the Company shall send or provide a letter to the Employee of such cause within a period of twenty-four (24) hours, and a copy will be sent to the Unit Chair. Any delay in providing the letter does not impact the validity of the termination.

If a meeting is scheduled to inform the employee of their dismissal Article 6.05 will apply.

21.02 Bulletin Boards

The Company agrees to provide bulletin boards for the posting of official Union notices. Notices must be pre-approved by management. Approval will not be unreasonably withheld. All notices posted on bulletin boards will have the prior approval and signature of an elected representative of the Union, will only be posted by officers of the Union, and will be in keeping with the spirit and intent of this Agreement.

21.03 Unifor Logo Pin

Employees may wear a Unifor logo pin. These pins must be no larger than two and a half (2 ½) centimeters in diameter and cannot be used to demean or make derogatory comments about the Employer or its customers, disrupt the workplace, or for partisan politics or contain slogans. Only one pin may be worn at one time.

21.04 Collective Agreements

The Union will provide a collective agreement to each new Employee during orientation. Following implementation of a renewal collective agreement, the Company will distribute the new agreement to all Employees. This Agreement shall be provided in printed booklet form by the Union.

21.05 Contracting Out

The Company shall not subcontract the work currently being performed by bargaining unit members (including temporarily laid off Employees) if it directly gives rise to the layoff of bargaining unit Employees.

21.06 This collective agreement will replace, nullify and void any previous employment contracts entered into between the Company and the Employees.

21.07 The Company will provide required training courses at no cost to the Employees. For Construction Technicians, however, if an employee resigns within 6 months of their start date, they are required to repay Wirecomm a portion of its in class training costs, as follows: \$1,250 for maintenance and \$2,500 for uplift. Wirecomm is permitted to deduct the applicable amount from the employee's final paycheck. In the event that the employee's final paycheck does not cover the full cost, they are required to repay any additional amount owing within six (6) months.

21.08 For COV technicians, the Company will provide insurance and company owned vehicle, cell phone and fuel card. The Employee agrees they shall not be used for personal reasons.

For RVO technicians, the existing rental agreements will continue in place. The RVO technician group is closed, meaning that no additional Employees will be placed on the RVO model. It is understood that RVO technicians can move to the COV system by providing written notice to the Company. The change will take effect at the beginning of the next pay period.

21.09 Discipline will be removed from an Employee's record provided there has been no other discipline within an eighteen (18) month period. Motor vehicle infractions, theft, violence, threats, harassment and health and safety violations are exempt from this clause.

21.10 Pay days will be bi-weekly by direct deposit.

21.11 All Employee initiated sales/product codes will be paid as per Appendix B rate sheet.

21.12 Training

The Company will select, in its sole discretion, Employees who will be and who will remain trainers from those who volunteer or agree to train. Employees will receive a daily premium of \$50/day in the first three (3) weeks of training a new technician and \$30/day in additional weeks of training a new technician (or any ride along by an experienced technician who is waiting for a technician ID to be issued). During any non-field training instruction that prospective trainers are required to complete, Employee trainers will be compensated at the non-production time hourly rate. The Company and the Union jointly recognize the importance of effective training and fostering a culture of continuous improvement and encourage Field Technicians to train.

21.13 Labour Management Relations Committee

A Labour Management Relations Committee shall be formed consisting of the Unit Chair, 1 Union National Representative, 1 Union Steward from each Area plus up to an equal number of Company representatives. The Committee shall meet once every three (3) months (i.e. calendar quarters).

The purpose of this Committee will be to discuss matters of mutual concern such as productivity, performance, and scorecard, to deal with problems arising from the administration of the Collective Agreement and to improve the communications between the parties.

Union representatives will be paid non-production hourly rate for the meeting time, plus the Union Steward attending the meeting from outside the Area (as defined in Article 9.06) will be paid non-production rate for up to 2 hours of total travel time.

21.14 It shall be the responsibility of each Employee to notify the Company promptly in writing of any change of home address or telephone number. Failure to do so alleviates the Company from any responsibility for failure of any notice to reach the Employee.

21.15 The Company is authorized to payroll deduct all amounts owing to Company under policy and this collective agreement, including non-compliant work fees, fuel card and cell phone charges made contrary to Company policy and lost/damaged equipment amounts. Disputed amounts may be grieved pursuant to the expedited process for wage deduction disputes set out in Article 18.

21.16 When the Company requires technicians to complete online courses the technician will be paid a piece rate equal to the non-production hourly rate as per Appendix A for the number of hours set by the Company for completion of the course(s).

ARTICLE 22 UNIFOR PAID EDUCATION LEAVE

The Company agrees to contribute a lump sum payment of \$1,000 to Unifor's Paid Education Leave Fund for each year of the Agreement.

ARTICLE 23 LEAD HAND

23.01 The following terms and conditions of employment shall apply to Lead Hands effective August 4, 2019:

- (a) If the Company determines there is a Lead Hand vacancy that it wishes to fill, the assignment will be posted and filled in accordance with Article 10 of the collective agreement.

- (b) Employees will be paid an hourly wage rate of \$21.00, less applicable deductions, when they are assigned Lead Hand duties. The Lead Hand hourly rate will increase as follows:

April 1, 2020: 1.0% increase to \$21.21 per hour

April 1, 2021: 1.5% increase to \$21.53 per hour

April 1, 2022: 1.5% increase to \$21.85 per hour

- (c) Article 10.02(c) applies, however, the reference to a trial period is amended to 60 calendar days for Lead Hands. The current incumbents as of August 4, 2019 will not be required to serve a trial period.
- (d) Following the trial period, a Lead Hand may elect to no longer perform Lead Hand duties with six (6) weeks advance notice to the Company, which notice the Company may waive either in whole or in part.
- (e) Lead Hands will normally be scheduled hours of eight and a half (8.5) hours per day (8 hours paid plus a ½ hour unpaid lunch) plus any required overtime, however, a Lead Hand's schedule may vary depending on business needs, which the Lead Hand will be advised of in advance.
- (f) Lead Hands may be assigned Lead Hand work outside their regular schedule rotation as a Field Technician. When working as a Field Technician, the regular schedule rotation will apply.
- (g) For full weeks assigned as Lead Hand, overtime will be paid based on 1.5 x regular hourly rate for hours beyond 40 per week. For weeks in which an Employee earns both piecework and Lead Hand hourly wages, the Employee will receive an overtime top up for each hour worked beyond 40 hours in the week calculated as follows:
- total earnings divided by total number of hours worked in the week/2
- (h) Selection as a Lead Hand is not any guarantee of hours or assignments as Lead Hand, which will be determined by the Company. The Company ceasing to assign Lead Hand duties or less frequent Lead Hand duties is not a layoff.
- (i) The Company shall provide the Union with a list of Employees being assigned Lead Hand duties.

ARTICLE 24 CONSTRUCTION JOBS

CONSTRUCTION	Construction Trainee	\$25.00
	Junior Construction Labourer	\$26.50

	Senior Construction Labourer	\$28.00
PNM	Junior Maintenance Technician	\$27.00-\$29.00
	Senior Maintenance Technician	\$29.01 - \$34.00
LINESMAN	Linesman Technician	\$32.00-\$38.00
POWER SUPPLIES	Junior Power Supplies Technician	\$26.00-\$28.00
	Senior Power Supplies Technician	\$28.01-\$33.00
MDU (MULTI DWELLING UNITS)	Junior MDU Technician	\$27.00-\$29.00
	Senior MDU Technician	\$29.01-\$33.00
DIG AND REPAIR	Junior Underground Laborer	\$26.50-\$28.00
	Senior Underground Laborer	\$28.01 - \$33.00
	Junior Directional Driller/Locator	\$34.00-\$38.00
	Senior Directional Driller/Locator	\$38.01 - \$44.00
	Hydrovac Operator	\$34.00-\$40.00
FIBER SPLICING	Fiber Splicer Trainee	\$26.00
	Junior Fiber Splicer Technician	\$27.50-\$31.00
	Senior Fiber Splicer Technician	\$30.01 - \$36.00
REBUILD	Rebuild Trainee Technician	\$27.00
	Junior Rebuild Technician	\$28.00-\$30.00
	Senior Rebuild Technician	\$30.01-\$34.00
	Lead Rebuild Technician	\$32.51-\$36.00

- (a) The chart shows the current roles with construction duties assigned as required on a day to day basis.
- (b) The Company will notify the Union if significant changes are made to the description/experience of Construction roles that will be in effect for longer than 60 days. If the Union disagrees with the rate of pay based on the changes, the Union may file a Policy Grievance starting at Step 3.
- (c) Higher level construction tiers may perform lower tier work as needed and as assigned by the Company. Construction Employees temporarily performing lower tier work will still be paid their normal tier rate. If the change lasts more than 60 days, they will be

advised of their new tier and new hourly rate in writing. A new 60 day period of higher tier wages will restart if an employee returns to their higher tier work for at least two weeks in the interim.

(d) The Parties agree that the collective agreement applies to the Construction roles except as follows:

(i) Article 1.03 – “Earnings” means hourly rate of pay;

(ii) In addition to the existing provisions of Article 9.04 and 9.06, the following applies:

Layoff of Construction Employees and Field Technicians will be dealt with separately and members of one group will have no right to displace employees in the other group. In the event laid off Construction Employees are certified and qualified (as determined solely by Wirecomm) to perform installation and service work, they will be offered a Field Technician role if Wirecomm determines a vacancy exists and doing so does not directly result in the layoff of any Field Technician. When Construction Employees are assigned installation and service work, the collective agreement and Wirecomm policies/practices apply to their work as it would apply to a Field Technician. Laid off Field Technicians may apply for available Construction positions.

(iii) Article 9.05 will apply to Construction Employees and Field Technicians separately i.e. Construction Employees with seniority being on layoff has no impact on the placement of probationary Field Technicians who have finished training into the field and vice versa.

(iv) In Articles 9.05 and 9.06, “Area” means DCO (Durham Central Ontario), GTA (Toronto/Central, Parkdale/York/Etobicoke and York Region), MOB (Mississauga, Orangeville, Brampton) and SWO (South Western Ontario).

(v) If the Company determines there is a Construction job vacancy that it wishes to fill, the vacancy will be posted and filled in accordance with Article 10 of the collective agreement.

(vi) Article 10.02 (trial period) will apply, amended as follows:

- the trial period will be 90 cumulative working days;

- during the trial period the Employee may elect to return to their former position by providing written notice to the Company. The Employee will remain in the position for up to 60 days while the Company hires and trains a replacement. The Company will advise the Employee in writing of the date they will move out of the position;

- if either the Company or the Employee seeks to return the Employee to their prior position, the Employee shall be returned to their prior position as long as it remains available. If not, the Employee will be offered an available bargaining unit position for which they are qualified, willing and able to perform. If no such position is identified, the Employee will be laid off, or at their option, they may elect to waive their recall rights and be immediately terminated and receive severance pay in accordance with this Agreement, if applicable.

- (vii) Add the following as Article 11.02, effective the first day of the full pay period following ratification:

Rates of pay for Construction Employees will fall within the ranges indicated above based on experience and performance, as assessed by Wirecomm. Construction Employees may be hired at any level and may progress through training and may be granted merit-based wage increases within the ranges indicated below as determined by Wirecomm. Construction Employees will receive written confirmation of successfully completing training.

- (viii) Construction wage rates will increase as follows:

- ❖ Effective May 5, 2024: 6.0% increase
- ❖ Effective April 1, 2025: 3.0% increase
- ❖ Effective April 1, 2026: 3.0% increase

- (ix) If construction work is introduced on a piecework compensation basis, the parties will follow the process that is outlined in Appendix A for introducing new codes.
- (x) Instead of Articles 12.02 and 12.03, the following applies: Construction Employees will be scheduled based on operational needs. Construction Employees do not have a set schedule. Their start times vary between 6:00 a.m. and will last 8.5 hours, which includes a half hour (1/2 hr) unpaid lunch period. Weekend and overtime work may be required based on operational needs.
- (xi) Construction Employees will be issued a tablet if Wirecomm determines that they need it for work purposes.
- (xii) Add the bolded language to Article 21.05 for Construction:

The Company shall not subcontract the work currently being performed by bargaining unit members (including temporarily laid off Employees) if it directly gives rise to the layoff of bargaining unit Employees. **The following exceptions apply to construction work: contracting out due to lack of equipment, lack of actual in house expertise or efficiency reasons that the Company has tried to address with Employees without success. The Company will advise the Union**

in advance of any contracting out that will directly impact Construction Employees and the reason for the contracting out.

- (xiii) Instead of Article 21.08, the following applies:

Construction Employees will be provided with a Company-owned cell phone, which will be subject to applicable Company policies; and

Construction Employees will be assigned a Company vehicle as needed (as determined by Wirecomm). If a Company vehicle is provided, Wirecomm will also seek to arrange and pay for insurance coverage and provide a fuel card, all to be used in accordance with applicable Wirecomm policy.

- (xiv) Instead of Article 21.12, the following applies:

The Company will select, in its sole discretion, Construction Employees who will be and who will remain trainers from those who volunteer or agree to train. Construction Employees trainers will receive their regular hourly rate during any required classroom training to become a trainer and all in field training. The Company and the Union jointly recognize the importance of effective training and fostering a culture of continuous improvement and encourage Employees to volunteer or agree to train others.

- (xv) Article 21.16 applies to Construction Employees except the reference to piece rate/non-production hourly rate will refer to regular hourly rate of pay.
- (xvi) Appendix A does not apply to Construction Employees except the Call In Rule section does apply with "minimum rate" replaced with "regular hourly rate".
- (xvii) All LOUs will apply to Construction Employees when they perform installation and service work but not when they perform construction work.
- (e) Any adjustment to wage rates for existing Construction Employees will take effect at the start of the first full pay period following ratification of the renewal collective agreement (*i.e.* May 5, 2024).

ARTICLE 25 FIBRE TECHNICIANS

- (a) The provisions in Article 24 relating to Construction Employees apply to Fibre Technicians with the following amendments:
- (i) Rates of pay for Fibre Technicians will fall within the ranges indicated above based on experience and performance, as assessed by Wirecomm. Fibre Technicians may be hired at any level and may progress through training and may be granted merit-based wage increases within the ranges indicated below as

determined by Wirecomm. Fibre Technicians will receive written confirmation of successfully completing training.

- (ii) Fibre Technician rates will increase as set out above.
- (iii) If fibre work is introduced on a piecework compensation basis, the parties will follow the process that is outlined in Appendix A for introducing new codes.
- (iv) Fibre technicians will normally be scheduled hours of eight and a half (8.5) hours per day (8 hours paid plus a ½ hour unpaid lunch) for 40 hours per week plus any required overtime, however, a Fibre Tech's schedule may vary depending on business needs and will include "on call" time, which the Fibre Techs will be advised of in advance. If a Fibre Technician is scheduled a stand alone "on call" shift, they will receive the greater of 3 hours at regular hourly rate or regular hourly rate for the time worked if they are called in to work. On call time will be treated as working time for the purposes of ensuring that Fibre Technicians receive sufficient time off between shifts under the Canada Labour Code.

ARTICLE 26 TERM OF AGREEMENT

This Agreement shall become effective on April 30, 2024 and continue in full force and effect until March 31, 2027 and thereafter from year to year unless, within 90 days prior to the expiration date of the Agreement, notice is given by either party to the other party of their intention to revise, amend or terminate this Agreement.

ARTICLE 27 LETTERS OF UNDERSTANDING

All letters of understanding will form part of this Agreement.

ARTICLE 28 RACIAL JUSTICE ADVOCATE

- 28.01 In recognition of societal racism, the Parties agree to identify a Racial Justice Advocate at each facility covered by this agreement.
- 28.02 A Racial Justice Advocate is an individual who identifies as a member of the Black, Indigenous or racialized community.
- 28.03 The Unifor Local Union President is responsible for the selection of the facility Racial Justice Advocate with input of identifying Black, Indigenous and racialized union members.
- 28.4 A Racial Justice Advocate is a workplace representative who will assist and provide confidential support for Black, Indigenous and racialized workers whose role in the workplace will include:
 - Listening;
 - Tracking and reporting any incidences of racism and discrimination to management and

relevant Union staff including Unifor National Human Rights Director.

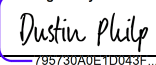
- Providing support to black, indigenous and racialized members including concerns related to racial discrimination and racial violence in the workplace;
- Assisting with racial justice initiatives both inside and outside the workplace;
- Promoting access to community culturally appropriate services;
- Working with facility leadership to develop, implement and monitor an anti-racism action plan that is aligned with both Company and Union anti-racism and equity strategies;
- Networking with allied organizations and local community partners.

- 28.5 Should the Racial Justice Advocate require time off the job in order to fulfil their duties, the union, if in agreement, will submit a leave of absence request three (3) weeks in advance for approval by the human resources department and such approval shall not be unreasonably withheld.
- 28.6 The Employer will provide access to a private office in order for the Advocate to meet with employees confidentially
- 28.7 The Employer will provide the Advocate with a management support person to assist them in their role.
- 28.8 The Employer and the Union will develop appropriate communications to inform all Black, Indigenous and racialized union members of the role of the Racial Justice Advocate and information on how to contact them.
- 28.9 The Advocate will participate in an initial training session and regular annual updated training to be delivered by the Union.
- 28.10 The Union will pay for lost time, travel time, registration costs, lodging, transportation, meals, and other reasonable expenses. The Advocates' leave (including for training) will be a maximum of 15 days per calendar year.

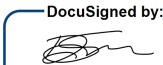
SIGNED:

FOR THE UNION:

Signed by: 
EAE0A685A604423...
Corey Dalton, National Representative,
Unifor

Signed by: 
795730A0E1D043F...
Dustin Philp, V.P. Unifor

FOR THE COMPANY:

DocuSigned by: 
C3AFED38EE7B42C...
Domenic Sorbara, President

APPENDIX A

Piecework rates for COV (rate sheet attached as Appendix B):

- a) Level 1 applies from end of training until 1 year of service
- b) Level 2 applies 1-2 years of service
- c) Level 3 applies 2-4 years of service
- d) Level 4 applies 4-6 years of service
- e) Level 5 applies 6-8 years of service
- f) Level 6 applies 8+ years of service

CODES

If codes listed in Appendix B are eliminated by the Company's customer, the Company will provide the Union and Employees with as much advance notice as is feasible in the circumstances.

Rates for the existing codes listed in Appendix B will not change except as a result of rate changes implemented by the Company's customer. The Company will provide the Union and Employees with as much advance notice of changes to rates for existing codes as is feasible in the circumstances.

If a new code is introduced by the Company's customer, the Company will establish rates for the code based on the other existing codes, evaluating the task and the value of the work. If the Union wishes to dispute the rates for a new code, they may do so by filing a policy grievance within the timelines set out in this Agreement setting out the Union's rationale for alternate rates, which will be heard starting at Step 3 of the grievance procedure. The parties agree that code rate disputes will be determined on an expedited basis with a bottom line decision obtained within 30 days of referral to arbitration.

Until a new code rate grievance is settled or arbitrated, the work will be performed by the Employees at the rates established by the Company and any increase to those rates will be retroactive to the date of the implementation of the new code and rates.

WPM BONUS

A performance bonus equal to up to 5% of all service and installation codes used in a quarter may be paid to those who achieve prescribed performance metrics. Technicians must complete 150 orders to be eligible. Qualifying for a WPM bonus will be based on each technician's performance on the Wirecomm Performance Matrix (WPM) during the quarter and any bonuses will be paid as a lump sum as soon as reasonably possible, usually within 2 pay periods of the end of the quarter. The threshold for bonus payment, the amount of bonus payment, metrics used, points available and all other aspects of the WPM (including whether it continues to be offered) are subject to change at Wirecomm's discretion. Wirecomm will advise technicians and the Union to changes or the elimination of the WPM bonus.

MINIMUM RATE

The Company guarantees the Employee will be paid a minimum pay period earnings equal to the minimum rate multiplied by the number of hours worked in the pay period.

The minimum hourly rate will be used for the earnings calculation for jury duty and bereavement leave.

Effective May 5, 2024, minimum hourly rate as per the following:

Level	C1 (up to 1 yr)	C2 (1-2 yrs)	C3 (2-4 yrs)	C4 (4-6 yrs)	C5 (6-8 yrs)	C6 (8+ yrs)	RVO
Minimum rate	\$18.00/hr	\$18.20/hr	\$18.40/hr	\$18.60/hr	\$18.80/hr	\$19.00/hr	\$19.00/hr

* April 1, 2025: 3.0% increase

* April 1, 2026: 3.0% increase

* Note: To be entitled to the minimum rate Level 2 or above, Employee must be phone installation and service trained; otherwise, Level 1 minimum rate applies.

NON-PRODUCTION HOURLY RATE

Effective May 5, 2024, hourly rate for Company-required non-production time (including up-training, new product training, meeting time, etc.) as follows:

C1	C2	C3	C4	C5	C6	RVO
\$18.00	\$18.20	\$18.40	\$18.60	\$18.80	\$19.00	\$19.00

* April 1, 2025: 3.0% increase

* April 1, 2026: 3.0% increase

RATIFICATION BONUS

Wirecomm will pay employees at work as of the date of a positive ratification vote a \$500.00 bonus (less applicable deductions) within 30 days of ratification. Employees on layoff or on leave of absence at the time of the ratification vote will be paid the bonus within 30 days of returning to work.

PIECEWORK RATES

Effective May 5, 2024: 6.0% increase
Effective April 1, 2025: 3.0% increase
Effective April 1, 2026: 3.0% increase

TRAINING PAY

New Field Technicians in training will be paid \$14.00/hr or the applicable minimum wage, whichever is greater.

CALL IN RULE

An Employee who reports for work at the express demand of the Company or in the regular course of his employment and who works fewer than three (3) consecutive hours, except in the case of a fortuitous event, is entitled, to an indemnity equal to three hours' wages at the minimum rate. For clarity, this provision does not apply if the Company decides to permit Employees to obtain equipment or have vehicle maintenance performed on a day off if they chose to do so. Employees with Company approval will be paid at their non-production hourly rate for the time required to obtain equipment at the warehouse or drop off the vehicle for maintenance. Travel time and gas will not be paid. While maintenance is being performed, the Company will make a loaner vehicle available for the Employee to return home. If no loaner vehicle is available, the Employee will be paid their non-production hourly rate for the waiting time while the vehicle is being maintained.

PRIOR RELEVANT EXPERIENCE CREDIT

In recognition of the recruitment and retention challenges being faced by the Company, the parties agree to the following:

- a) For purposes of calculating an Employee's years of service for all Appendix A and B purposes and not seniority purposes:
 - (i) Employees hired after implementation of this Agreement who have 2 or more years of prior relevant telecommunications industry experience (as assessed by the Company) will be credited with 1 year of service under this Agreement, thereby placing them on Level 2 compensation rates rather than Level 1 compensation rates following training (if required). Upon request, the Company will advise the Union of the basis used for crediting service under this clause; and
 - (ii) If the Employee's relevant telecommunications industry experience (as assessed by the Company) is with another employer represented by UNIFOR, the Employee will be credited with their full years of service with that employer.

APPENDIX B – RATE SHEET FOR INSTALLATION AND SERVICE TECHNICIANS

Effective May 5, 2024 to March 31, 2025 (6.0% increase)

Code	C1 Up to 1 Yr	C2 1-2 Yrs	C3 2-4 Yrs	C4 4-6 Yrs	C5 6-8 Yrs	C6 8 + Yrs	RVO
AVAILABLE IN WIRECOMM’S OFFICES							

Effective April 1, 2025 to March 31, 2026 (3.0% increase)

Code	C1 Up to 1 Yr	C2 1-2 Yrs	C3 2-4 Yrs	C4 4-6 Yrs	C5 6-8 Yrs	C6 8 + Yrs	RVO
AVAILABLE IN WIRECOMM’S OFFICES							

Effective April 1, 2026 to March 31, 2027 (3.0% increase)

Code	C1 Up to 1 Yr	C2 1-2 Yrs	C3 2-4 Yrs	C4 4-6 Yrs	C5 6-8 Yrs	C6 8 + Yrs	RVO
AVAILABLE IN WIRECOMM’S OFFICES							

Sales Codes - Effective May 5, 2024 to March 31, 2027

SALES CODE	C1, C2, C3	C4, C5, C6	RVO
AVAILABLE IN WIRECOMM’S OFFICES			

APPENDIX C –TOOLS

FULFILLMENT TOOLS

CABLE TOOLS	SHM TOOLS	PHONE TOOLS	SAFETY ITEMS	OTHER ASSIGNED ITEMS
Banana/F Connector	50' FIBREGLASS FISH TAPE W/ACC. KIT	Banjo	AC Tester	DATA SIM Card
Side Cutters	STUD FINDER	Bix clip	Belt	Cell phone
Crimper	SMOKE CAN	Butt set	Circuit Tester	Voice SIM Card
CSE drill bit (1/4" X 4")	GLASS BREAK TESTER	Drill bit (1/4" X 18")	Electrical Gloves (x2)	Tablet
Cable LAN Tester / Fluke Meter	1 flex drill 36 x 9/16 inches	Needle nose pliers	Electrical Gloves Bag	ID Badge
Toner and Probe kit (case)	1 flex drill 72 x 9/16 inches	Punch down	Electrical Gloves Cover (x2)	Gas Card
Large drill bit (3/8" X 24")	1 flex drill 36 x 3/8 inches	Punch down blade (66)	Glasses	Pants (4x\$60.00)
OHM meter (y/b/r cables)	1 flex drill extension- 54 inches	Punch down blade (bix)	Ladder Straps (x2)	Long Sleeve Shirts (4x\$50.00)
Tool Bag	1 flex drill bender	Scotch lock crimper	Lanyard	Coveralls
Ped wrench	1 -12 inch ½ inch auger and spade tip	Staple gun	Vest	WID Manual
Signal meter (cover/strap)	1 -12 inch 3/4 inch auger and spade tip	Strippers	Z tester (cover)	Field Manual
Signal meter charger	1- 7 X 1/4 drill bit auger and spade tip	Splicer Knife(BELL KNIFE)	MISCELLANEOUS	Safety Manual
Small drill bit (3/16" X 4")	1-15 foot fibre glow rod set-illuminated with one rod having a hook (Klein)	Tool Bag	18V Cordless Hammer Drill	Fleet Manual
Staple gun	Precision Screwdriver Set (4T0-1001-JI)	FIBRE TOOLS	reel stand	Dust Pan + Broom
Stripper	Small 6 inch carpenter level	OM-130 SM Optical Power Meter w/ VFL	Rogers system keys	Level
Taplock	1 -16 foot measure tape	Brilliance Precision Cleaver		Shovel
All in one screwdriver	DryWall Saw	Brilliance Support Handle w/ Adapters		Measuring Tape
9/16" Wrench	RJ 45 Cripmer	Support Handle LC Adapter		
2 X 7/16" Wrench	1/4 Putty Knife	Support Handle SC Adapter		
Pocket Toner	4ft Step Ladder	Support Handle ST Adapter		
Torque Wrench	Dewalt Hole Saw Sets	Brilliance VFL w/ Cords		
		FOPC Adapters		
		Fiber/ Cable Stripper		
		FiberExpress Pen Marker		
		FiberExpress Safety Glasses		
		FiberExpress Scissors		
		FIS Laser Safety glasses		
		One click cleaner		
		FiberExpress Tweezers		
		FiberExpress Waste Bottle		

Fiber Tool Kit

CONSTRUCTION TOOLS

MISCELLANEOUS	OTHER ASSIGNED ITEMS
18V Cordless Hammer Drill	DATA SIM Card
reel stand	Cell phone
Rogers system keys	Voice SIM Card
SAFETY ITEMS	Tablet
Belt	ID Badge
Electrical Gloves (x2)	Gas Card
Electrical Gloves Bag	Pants (4x\$60.00)
Electrical Gloves Cover (x2)	Long Sleeve Shirts (4x\$50,00)
Glasses	Coveralls
Ladder Straps (x2)	WID Manual
Lanyard	Safety Manual
Vest	Fleet Manual
Z tester (cover)	Shovel
STANDARD CONSTRUCTION TOOLS	
Signal meter (cover/strap)	
TDR Riser Bond	
Corning Tools- 412/500/625/750/875	
Corning Jacket Strip Tool- 412/500/625/750/875	
Flex Feeder Stripping Tool(TX Cable)	
Alligator Stripping Tool(Hard Cable Center Pin)	
RG6/RG11 Prep Tool	
RG6/RG11 Crimper	
Taplock Tool	
Torch	
Banana Cutter(Hard Cable)	
Tool Bucket Bag	
Hammer	
2x 12" Adjustable Crescent Wrenches	
Assorted Nut Drivers	
Splicer Knife(BELL KNIFE)	
Additional Maintenance Tools	
True RMS Voltage Meter	
Flashlight	
2 x ALC Alignment Tool	
Additional Leakage Tools	
Leakage Meter W/ Roof Mount Magnetic Antenna	
Voltage Meter	

LETTER OF UNDERSTANDING #1 – PERFORMANCE SCORECARD

The Company will continue to use a performance scorecard for purposes such as performance improvement plans, identifying Employees for coaching and up-training and assessing performance as referenced elsewhere in the Agreement.

FOR THE UNION

Signed by:

Corey Dalton, National Representative,
Unifor

FOR THE COMPANY

DocuSigned by:

Domenic Sorbara, President

Signed by:

Dustin Philp, V.P. Unifor

LETTER OF UNDERSTANDING #2 – NON COMPLIANT WORK FEES

After the first four (4) months of employment, Technicians will be charged a non-compliant work fee of \$25 for each failed QC inspection as follows:

- a) Only 1 non-compliant work fee will apply for each work or service order. Levying non-complaint work fees does not preclude the Company from also issuing discipline to the employee in an appropriate case.
- b) Payroll deductions will occur as QC fails occur up to a maximum of 15 non-compliant work fees per calendar quarter for each technician.
- c) Non-compliant work fees will only result from inspections by the Company's customer. Any in house inspections may be used for coaching or other purposes.
- d) For each QC fail, the Company will provide the technician with the inspector's comments and any other information received from the customer regarding the reasons for the QC fail. A technician seeking to submit an objection to an expedited peer review process must submit the objection no later than the close of business on the Tuesday immediately following the week in which the inspection occurred. The technician's objection must be sent to Human Resources and to the peer adjudicator (appointed as below). No objection is reviewable under this expedited peer review process that is delivered outside of the timeframes set out herein. The peer adjudicator will review the information received from the customer and the objection submitted by the technician. The peer adjudicator may also ask questions of the company. The peer adjudicator must deliver his recommendation by Friday 9:00 a.m. immediately following the Monday on which the objection was delivered. Only recommendations delivered in compliance with this deadline will be considered. The peer adjudicator may either recommend that the non-compliance fee be levied or that the non-compliance fee be waived and should provide an explanation for his recommendation. The recommendation is without prejudice and is non-binding to either the technician or the Company. The Company may reject the peer adjudicator's recommendation. If the QC fail is not reversed through this peer review process, the payroll deduction will be made on the next pay. If the Company rejects the recommendation or if the technician disagrees with the peer adjudicator's recommendation, the technician is still free to grieve the non-compliance charge through the grievance procedure in accordance with the collective agreement. Such grievance will enter the grievance procedure at Step 2.

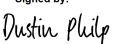
- e) The Union will appoint one peer adjudicator for Barrie and one peer adjudicator for Toronto, who will conduct peer reviews for a period of at least 6 months. The peer review adjudicator may appoint a designate for those weeks that he/she is unavailable for reasons of absence or vacation. The peer adjudicator will be paid up to an additional one hour's pay per week for these services upon submission of the appropriate time sheets.
- f) A technician's first QC fail in a calendar quarter will be exempt from the non-compliant work fee. A technician who has been inspected and has not used his exemption in the quarter can carry over the exemption to the next quarter only. For clarity, an exemption cannot be carried over beyond the next quarter after the quarter in which it was earned and, therefore, the maximum number of exemptions that a technician can have in any quarter is two.
- g) If Wirecomm received any reimbursement from their customer with respect to QC performance, Wirecomm will return a portion of the reimbursement to the employees who paid non-compliant work fees for the relevant period. The portion of the reimbursement that will be returned to employees will be calculated on a *pro rata* basis comparing the amount paid in non-compliant work fees by employees to the overall amount paid by Wirecomm to its customer for QC performance for the relevant time frame.
- h) Disputed amounts may be grieved pursuant to the expedited process for wage deduction disputes set out in Article 18.

FOR THE UNION

Signed by: 
C3AFED38EE7B42C...
Corey Dalton, National Representative,
Unifor

FOR THE COMPANY

DocuSigned by: 
C3AFED38EE7B42C...
Domenic Sorbara, President

Signed by: 
795739A8E1D643F...
Dustin Philp, V.P. Unifor

LETTER OF UNDERSTANDING #3 – WAREHOUSE INVENTORY SYSTEM

The Company will continue to monitor and assess opportunities for warehouse inventory process efficiencies. The Company is open to dialogue with the Union regarding the current and future warehouse inventory system.

FOR THE UNION

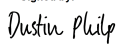
Signed by:


Corey Dalton, National Representative,
Unifor

FOR THE COMPANY

DocuSigned by:


Domenic Sorbara, President

Signed by:


Dustin Philp, V.P. Unifor

LETTER OF UNDERSTANDING #4 – WORK STANDARDS

The Parties agree:

- a) The intent of the minimum rates is to offset the items that are not under the control of the Employee.
- b) The increased minimum rates put in place by this collective agreement could have a negative impact on performance and productivity, which is contrary to the intent of the Parties. The parties agree to discuss this issue at Labour Management Relations Committee meetings as warranted.
- c) Without limiting the Company's ability to establish reasonable work standards in other areas, the Company has advised the Union that the core standards for acceptable work are:
 - i. Work order repeats: 3.7%
 - ii. Service order repeats: 6.9%
 - iii. QC inspections: 95%
 - iv. Escalations: Zero
 - v. Own the Experience (OTE): 72% (Service), 75% (Installs)
- d) The Union acknowledges that it is important to the success and performance of the Company as well as the Company's relationship with its customer for the Company to meet or exceed the acceptable work standards which the Company does through the work of its individual employees. To this end, the parties commit to work co-operatively to achieve the core standards set out above in (c).
- e) The acceptable work standards listed above reflect current circumstances, including the customer's requirements and systems. The acceptable work standards may change in the future as circumstances warrant. The Company will advise the Union and Employees in advance of any changes.
- f) An Employee who does not meet the acceptable work standards, adversely affects productivity or intentionally slows down their work will be subject to disciplinary measures up to and including termination of their employment, as determined by the Company. The Company will take a progressive discipline approach, including the ability to impose an escalated penalty where circumstances warrant.
- g) The Company will continue to provide technicians with "up-training" where determined by the Company in its discretion to be appropriate.

Should the Union disagree with any changes or discipline imposed, it may be grieved.

FOR THE UNION

Signed by: 
EAF0A8B5A604423
 Corey Dalton, National Representative,
 Unifor

Signed by: 
795730A0E1D043F
 Dustin Philp, V.P. Unifor

FOR THE COMPANY

DocuSigned by: 
C3AFED38EE7B42C...
 Domenic Sorbara, President

LETTER OF UNDERSTANDING #5 – GROUP RRSP

The Company commits to considering implementation of a matching RRSP at the end of Q4 2015. The Company will meet with the Union no later than January 29, 2016 to provide an update to the Union regarding whether any matching component will be added to the RRSP program for Employees.

FOR THE UNION

Signed by:

E4F0A6B5A604A73

Corey Dalton, National Representative,
Unifor

FOR THE COMPANY

DocuSigned by:

C3AFED38EE7B42C...

Domenic Sorbara, President

Signed by:

786708A6C4D843F

Dustin Philp, V.P. Unifor

LETTER OF UNDERSTANDING #6 – SALES PROCESS

WHEREAS Field Technicians may initiate sales, which are paid in accordance with Appendix B to the Collective Agreement;

AND WHEREAS the Company's Customer advises the Company of the process for Field Technician-initiated sales, which may change from time to time;

AND WHEREAS the Union asked for confirmation of the current sales process, which the Company has provided;

NOW THEREFORE the parties agree that the current sales process should be captured in this Letter of Understanding for field technicians' ease of reference:

1. The current sales process is as follows:
 - a. The Field Technician calls the Customer's Post Sales Support Group (PSSG) while on site at a call;
 - b. The Field Technician informs PSSG of what sale(s) they are making and provides their Learning Edge ID number;
 - c. PSSG confirms the sale(s) with the residential customer and modifies the work order or creates a change in service work order to reflect the Field Technicians' sale(s);
 - d. The Field Technician completes the installation of the newly sold service, *etc*;
 - e. The Field Technician writes in the "notes" section of the work order a description of what they sold (without the codes listed in Appendix B to the Collective Agreement). Note that the Field Technician cannot physically add the sales codes to the work order itself;
 - f. The Company receives a report weekly on what was sold and pays the Field Technicians accordingly on the applicable pay day;
 - g. Sales information is uploaded to WID. If they wish to do so, each Field Technician can verify that the sales that they made have been paid by the Company.
2. The parties acknowledge that the sales process may change or be eliminated in the future. Should that occur, this Letter of Understanding will be amended/deleted accordingly.

FOR THE UNION

Signed by:


Corey Dalton, National Representative,
Unifor

Signed by:


Dustin Philp, V.P. Unifor

FOR THE COMPANY

DocuSigned by:


Domenic Sorbara, President

LETTER OF UNDERSTANDING #7 – MODIFIED WORK SCHEDULE FOR FIELD TECHNICIANS

Agreement Regarding Modified Work Schedule for Wirecomm Field Technicians

Employer: Wirecomm Systems (2008) Inc.

Affected employees: All installation and service field technicians employed by Wirecomm

Union representing the affected employees: Unifor Local 112

Hours of work in each day: 10 (plus ½ hour unpaid lunch)

Hours of work in each work week: 40-50 depending on the rotation (see below)

Number of work days in the schedule: 27 (see below)

Number of weeks in the work schedule: 6 weeks

Number of days of rest in the work schedule: 13 (see below)

Statutory holidays will be dealt with in accordance with *Canada Labour Code* and the collective agreement

The maximum number of hours that may be worked in a week: 60

The maximum number of hours that may be worked in a work schedule: usually 270 but up to 288 depending on overtime (see below)

Date the work schedule agreement comes into effect: Retroactive to expiry of the parties' prior MWS

Date the work schedule agreement expires: March 31, 2027

Field Technicians Schedule Rotation

10 hours working + 1/2 hour unpaid lunch

Week of Rotation	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	OFF	8:00-6:30	8:00-6:30	8:00-6:30	OFF	OFF	8:00-6:30
2	8:00-6:30	8:00-6:30	8:00-6:30	OFF	OFF	10:00-8:30	8:00-6:30
3	8:00-6:30	10:00-8:30	OFF	OFF	8:00-6:30	8:00-6:30	8:00-6:30
4	8:00-6:30	OFF	OFF	8:00-6:30	8:00-6:30	8:00-6:30	8:00-6:30
5	OFF	OFF	10:00-8:30	10:00-8:30	10:00-8:30	10:00-8:30	OFF
6	OFF	10:00-8:30	10:00-8:30	10:00-8:30	10:00-8:30	OFF	OFF

The shift start and end times listed above reflect the current schedule in place as of when the Modified Work Schedule Agreement is signed. These start and end times may be changed in accordance with Article 12 of the Collective Agreement between Wirecomm and Unifor.

The parties recognize that from time to time (including before and after each month end and particularly busy periods for the Company's customer during the year), Wirecomm

will need Field Technicians to work additional shifts (e.g. 10.5 or 8.5 hours) to provide necessary coverage. If additional shifts are required, Wirecomm will first seek volunteers. If insufficient volunteers are identified, Wirecomm may mandate Field Technicians to work overtime. This shall be done in reverse seniority order amongst those Field Technicians with sufficient skill and ability (in the Company's assessment) to perform the necessary work and shall be done on a rotating basis in ascending seniority order so that the same Field Technicians are not continually mandated to work overtime. Wirecomm will provide impacted Field Technicians with as much notice as reasonably possible in the circumstances. Field Technicians will not be scheduled in excess of 60 hours per week.

Notwithstanding the above, Field Technicians at Tier C4 and above will not be compelled to work more than 6 additional shifts in any calendar year (and those shifts will be between the 28th of each month to the 3rd of the next month, the last two weeks of August and/or the first two weeks of September) but they may work more than 6 additional shifts per calendar year on a voluntary basis.

Overtime will be paid in accordance with the Collective Agreement.

The above parameters are subject to Wirecomm's obligation and discretion to address individual technicians' circumstances, including accommodation requirements.

FOR THE UNION

Signed by: 
EAF0A885A804423...
Corey Dalton, National Representative,
Unifor

FOR THE COMPANY

DocuSigned by: 
C3AFED38EE7B42C...
Domenic Sorbara, President

Signed by: 
798730A0E1D043F...
Dustin Philp, V.P. Unifor

LETTER OF UNDERSTANDING #8 – FUTURE LEGISLATIVE CHANGES

The parties acknowledge that legislated employment standards change from time to time and can change with changing governments.

Wirecomm acknowledges that certain amendments to the Canada Labour Code are scheduled to take effect as of September 1, 2019 and will work towards implementation of those changes in a timely fashion, including:

- increases to vacation time and pay:

4 weeks' vacation (8% vacation pay) after ten years employment

- Personal Leave

five days of personal leave, the first three days of which are paid after three months of continuous employment. The leave is for specified reasons, including treating their illness or injury, carrying out responsibilities related to the health or care of any of their family members, carrying out responsibilities related to the education of any of their family members who are under 18 years of age, addressing any urgent matter concerning themselves or their family members, attending their citizenship ceremony or any other prescribed reason.

To the extent these provisions exist in the Code, Wirecomm will administer these changes as provided for the Code. If there are further legislative changes that remove these provisions, Wirecomm will advise the Union and Employees of such further changes before they are implemented.

Wirecomm will also monitor legislated changes to the applicable minimum wage to ensure that any such changes (e.g. increase in October 2020 based on CPI) are implemented in a timely manner.

FOR THE UNION

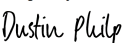
Signed by:

EAF0A685A604423...
Corey Dalton, National Representative,
Unifor

FOR THE COMPANY

DocuSigned by:

C3AFED38EE7B42C...
Domenic Sorbara, President

Signed by:

795730A0E1D043F...
Dustin Philp, V.P. Unifor

LETTER OF UNDERSTANDING #9 – RVO RENTAL AGREEMENTS

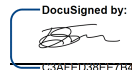
The parties agree that no grievances will be filed arising out of the current RVO rental agreements and that rental rates may change in the future based on different vehicle assignment and insurance rates.

FOR THE UNION

Signed by:

EAF0A885A604423
Corey Dalton, National Representative,
Unifor

FOR THE COMPANY

DocuSigned by:

C3AFED08EE7B42C...
Domenic Sorbara, President

Signed by:

795730A0E1D043F...
Dustin Philp, V.P. Unifor