

**APPENDIX "A"**  
**EXEMPT MANAGEMENT POSITIONS**  
**MTS INC.**

**The list of Exempt Management Positions will be posted when finalized.**

**Notes:**

1. The Company shall notify the Union of Appendix "A" vacancies, title changes, incumbent changes or when an Appendix "A" position is filled.
2. Existing bargaining unit positions shall remain in-scope unless otherwise agreed to between the parties.
3. When an employee vacates an Appendix "A" position and returns to a bargaining unit position, the Company shall in accordance with Article 3 of the Collective Agreement deduct Union dues from the employee's salary.
4. In the event MTS Inc. creates a new position which it asserts should be added to Appendix A, TEAM shall be advised and will be provided with applicable information such as but not limited to: incumbent name, position title, primary duties, organizational unit, reporting relationships and the Company's rationale for claiming exempt status, to make a determination whether the new position should be exempt. Should TEAM concur with the exempt status, it will provide the Company with written confirmation. Should the parties not reach agreement with respect to the exempt status of the position in question, the matter will be referred to the Canada Industrial Relations Board for final resolution. It is understood that the position in question shall be treated as exempt while the issue is being adjudicated. In the event that the Canada industrial Relations Board determines that the position in question falls within the scope of the bargaining unit, the Company shall reimburse the Union for past dues retroactive to the date the new position was created.