


SOURCE	COMPANY		
EFF.	94	03	24
TERM.	98	03	23
No. OF EMPLOYEES	55		
NOMBRE D'EMPLOYÉS			

**CABLEVISION AGREEMENT**

BETWEEN

**ROGERS CABLE T.V. LIMITED - SURREY**  
**A DIVISION OF ROGER'S CABLE T.V. LIMITED**

AND

**LOCAL UNION 213 OF THE**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

DEC 28 1994

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THIS AGREEMENT made and entered into this 27 day of September, 1994:

BETWEEN:

ROGER'S CABLE T.V. LTD. - SURREY  
(hereinafter referred to as the "Company")

OF THE FIRST PART

AND

LOCAL 213 OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
(hereinafter referred to as the "Union")

OF THE SECOND PART

**A. PURPOSE OF AGREEMENT**

The purpose of this Agreement is to establish harmonious relations and settle conditions of employment, with financial and personal relations mutually beneficial to the parties, on the basis of the covenants and agreements contained in this Agreement.

**B. EFFECTIVE DATES**

Except where otherwise expressly provided herein, the terms and conditions of this Agreement shall become effective on the 24th day of March, 1994 and shall continue in full force and effect until Midnight on the 23rd day of March, 1998 and thereafter, they shall continue in full force and effect from year to year, unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party pursuant to this Article.

**C. NEW AGREEMENT**

- (a) Either party to this Agreement may, not more than three (3) months prior to the 23rd day of March, 1998, or any subsequent anniversary of that date, present to the other party, in writing, notice of intent to commence collective bargaining for the purpose of renewing or revising the Agreement or entering into a new Agreement.
- (b) During the period of negotiations for a new Agreement, the provisions of Section 50(b) of the Canada Labour Code shall be in effect.

**D. TERMS USED IN AGREEMENT**

Wherever the singular or masculine is used in this Agreement, it shall be deemed to include the plural or the feminine wherever the context so requires.

**ARTICLE 1 - NON-DISCRIMINATION**

1.01 The Employer and the Union members of the Company endorse the United Nations Declaration of Human Rights, and in recognition thereof incorporate in their Agreement, the following two clauses:

- (a) That equal pay for the same work be paid to male and female employees.
- (b) That employment within the Company shall be equally available to all without distinction of race, creed, colour, religion or gender.

**ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 Bargaining Agent

The Company recognizes the Union as the sole and exclusive bargaining agent for those employees covered by the Union's certification.

2.02 Payroll Inspection

The Business Manager of the Union may, by appointment, inspect the payroll of the Employer as to time and pay of the employees affected by this Agreement.

2.03 Non-Union Workmen

Members will not be allowed to work with non-union workmen of any craft except under the instruction of the Business Manager of the Union or his Deputy.

2.04 Union Activity

No Shop Steward, Committee or employee shall be discriminated against or jeopardized in standing or suffer **loss** of employment on account of membership or activity in the Union.

2.05 Union Discipline

The Union reserves the right to discipline its members for violation of its laws, rules or agreement.

2.06 \_\_\_\_\_

No provision in this Agreement shall be used to remove working conditions or reduce wages presently in force.

2.07 Employee Discipline

(a) No employee may be disciplined in writing, suspended, or discharged without the presence of a shop steward. If a verbal warning is noted in the employee's records, the employee will be advised by the Employer, in writing.

(b) Employee's Records

Employees shall be entitled to review their employee records and discipline files, upon request and with reasonable notice of at least one (1) week to the Employer.

The Employer shall remove all discipline offenses from the employee's file that are two (2) years or older, except for those offenses considered serious by the Employer.

2.08 Work Jurisdiction- Technical Employees

(a) Purpose

The purpose of this article is to spell out the areas and categories of work jurisdiction of the technical employees who are covered by this Agreement. "Technical Employees" means Foremen, Journeymen Technicians, Installers, Apprentices and Technical Field Representatives.

(b) Exclusive Work Jurisdiction - C.A.T.V. System

i) Except as qualified herein, the technical employees have exclusive jurisdiction in relation to the Employer's C.A.T.V. system, for purposes of technical work, including:

Construction	Installation
Repair	Service
Maintenance	

ii) For greater certainty, the exclusive work jurisdiction includes:

- relocation from existing placement in subscriber's premises;
- additional outlet installations in a subscriber's premises;
- physical disconnects and reconnects.

(c) The Employer's C.A.T.V. System - Definition

For purposes of this Article, "The Employer's C.A.T.V. System" shall be understood to mean the following:

- i) The physical cable system owned or controlled directly or indirectly by the Employer and located within the employer's licensed area, from the point where signals are received, through the distribution system to and including multiple outlet splitters and wallplates, or the end of the cable, within a subscriber's premises. However this does not preclude the Company from having collectors (including auditors) disconnect cable for non-payment of services.
- ii) This includes all integral antenna receiving components, wave guides, signal processing components, satellite receivers, two-way components in the system, head-end encoders, primary (trunk) cable, secondary and drop cable.

(d) Sales Persons

- i) Sales persons who are not members of the Union shall be allowed to:
  - (a) Connect patch cords and/or MTF's to existing cable in dwellings for the purpose of new sales or resales, and/or
  - (b) Connect converters provided that such connections do not involve alterations to the existing service by changing wallplates, installing splitters, or relocating outlets.
  - (c) Install or remove filters coincident with a terminal device call.
- ii) Sales persons shall not perform any repair or maintenance work.
- iii) Sales persons shall not perform disconnects or reconnects other than those specified in (d) (i) above.

(e) Work Jurisdiction Excluded

The Technical Employees have no claim or control over work jurisdiction in relation to any aspect of the Employer's physical plant, premises, vehicles,

equipment or services, except as specifically provided in 2.08(c) above.

(f) Discretionary Work Jurisdiction

At the discretion of the Employer, the following work tasks may be assigned to Technical Employees:

- i) installation, connection, and/or disconnection  
of:
- non-duplication programme switching devices
  - devices installed beyond the wallplate or the end of the cable, such as:  
  
converters  
pay T.V. devices  
interactive service components  
patch cords  
matching transformers

Persons outside the bargaining unit shall not perform any repair, maintenance or subscriber service work which has traditionally been assigned only to bargaining unit employees.

Technical Employees shall be assigned to install devices, as above, where such installations are coincident with connection or service work.

- (g) This article deals only with the issue of work jurisdiction in relation to the systems and circumstances as they existed in the C.A.T.V. industry January 14, 1987. It is not intended to deal with the rights of either party relative to work functions associated with new systems or changes in circumstances which may occur in the future.
- (h) The Contractor or Company further agrees that upon all electrical/electronic C.A.T.V. work, as described in this article, done by, for, on behalf of, or at the instance of the contractor or Company, whether done directly or indirectly under contract or subcontract, only members in good standing of the International Brotherhood of Electrical Workers shall be employed.
- (i) The Employer is free to have electric and electronic components and equipment repaired or overhauled by manufacturers, suppliers, or other outside service facilities, when such components or equipment are under warranty, or when it is not feasible for the Employer to provide the facilities, equipment or materials to perform such tasks. This does not entitle the Company



to cease doing the repair and overhaul work which **has** traditionally be assigned to the bargaining unit employees.

2.09 Protection of Certification

- (a) This Agreement shall be binding upon the parties hereto, ~~their successors~~, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, or another limited Company is set up to perform any of the functions previously performed by the Employer covered herein, that portion of the operation which is covered by this Agreement shall continue to be subject to the terms and conditions of this Agreement for the life hereof.
- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract. Nor shall the Employer use owner operators of any description to contract or subcontract, or in any other way to perform **work** done by employees covered by this Agreement, other than members in good standing of the International Brotherhood of Electrical Workers. Nor shall the Employer require as a condition of continued employment that an ~~employee~~ purchase any truck or vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.
- (c) If at any time, the Employer intends to sell, transfer or lease the entire operation or any part thereof, he shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of that part of the operation which is covered by this Agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.
- (d) The Employer agrees that in the event of a change of name being made for the ~~Employer's~~ Company, the Employer will notify the Union in writing, specifying the new Company name. At the request of the Union, the Employer will join in filing an application to the Canada Labour Board asking that the certification held by the Union be amended to reflect the new name of the Company.

2.10 Legal Picket Lines

- (a) It will not be considered to be a violation of this Agreement, or a cause for discipline, if an employee refuses to cross or work behind a legal picket line.
- (b) The right is reserved to the Company to refuse to make payment for any time not worked as a result of the employee's refusal to work behind a picket line, if no other work is available.

2.11 Union Dues Check-Off

- (a) The Company shall forward the names of all new employees affected by this Agreement to the Secretary of the Union within fourteen (14) days from the first day such employees begin work, and agrees to deduct an amount equal to the prevailing Brotherhood dues from such employees' paycheques on their first full pay period and thereafter.
- (b) The Company agrees further to deduct from the employees' paycheques, any lawful assessments which may be made against any member of the union, except that the Company can refuse to make such deductions if they are contrary to the interests of the Company. The Employer will provide written reasons to the Union if they refuse to make deductions as requested.
- (c) All dues must be forwarded to the Union Hall within thirty (30) days of due and payable date.

**ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 (a) The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, and authority the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Company, and remain without limitation in the Rights of Management, which rights are not subject to the grievance procedure and/or arbitration.
- (b) Without limiting the generality of the foregoing, the Company reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, discipline or discharge for just and reasonable cause, and to make and alter, from time to time, rules and regulations to be observed by the employees.

3.02 Settlement Without Stoppage of Work

During the term of this Agreement, the Employer agrees there shall be no lockout and the Union agrees there shall be no slowdown or other stoppage of work, or interference with work.

3.03 Requirement for Valid Driver's License

- (a) For those employees who are required to drive in the performance of their job functions, it shall be a condition of employment that they have a valid B.C. Driver's License.

It is the responsibility of the employee to immediately notify the Employer if his license is suspended. Failure to do so may result in disciplinary action by the Employer.

- (b) In the event that an employee's Driver's License is suspended, every reasonable effort will be made to reassign the employee to work which does not necessitate the operation of a motor vehicle, Where such a reassignment is impractical, or an alternate job is not available, the Company may suspend the employee until his Driver's License is restored or such reassignment or alternate job is available.
- (c) In the event of a suspension in (b) above, the employee shall continue to accrue seniority for a maximum of six (6) calendar months. In the event that the suspension continues beyond this period, the employee's seniority is retained but does not accrue.
- (d) The employee will be responsible for all fines and payment of same in relation to parking violations while in charge of a Company vehicle. If, in the Company's opinion, there is a reasonable explanation for such fines and payments, the Company shall reimburse the employee. However, the Company will not normally reimburse employees for fines and payments incurred by parking in a bus zone, taxi zone, emergency vehicle parking zone or fire hydrant zone.
- (e) All employees shall, at the request of the Company, execute all the necessary documents to enable the Company to obtain driver's license abstracts from the Superintendent of Motor Vehicles.
- (f) Employees driving without valid British Columbia driver's licenses from the date of ratification onward

may, at the discretion of the Company, have their employment terminated.

3.04 Absence Without Leave

The Employer may consider that an employee has voluntarily terminated his employment, if:

- (a) he is absent from work for more than three (3) working days without having been granted leave by the Employer, or
- (b) he is more than three (3) working days late in returning from an approved leave of absence without notifying the Employer, and the Employer and the Union have been unsuccessful in a reasonable attempt to contact the employee.

This time limit shall not apply if the employee can prove he was unable to notify the Employer that he would be late returning to work.

However, it is understood that the responsibility for advising the Employer and the Union rests with the employee.

**ARTICLE 4 - UNION SECURITY**

4.01(a) Union Membership

- (i) All employees covered by this agreement shall apply for membership in the Union within thirty (30) days of commencing employment.
- (ii) All employees shall remain members in good standing as a condition of employment.

(b) Probationary Period

- (i) A newly hired employee shall serve a probationary period of one hundred twenty (120) work days.
- (ii) If an employee is absent from work for any reason for more than five (5) work days during the period, the probation period shall be extended by the total number of days of absence.
- (iii) **An** employee's employment **may** be terminated at any time within this probation period, if, in the Company's opinion, the employee would not be suitable for permanent employment.

c) Trial Period

- (i) **An** employee in the bargaining unit appointed to a new position under this article shall serve a 120 work days trial period.
- (ii) If an employee is absent from work for any reason for more than five (5) work days during this period, the trial period shall be extended by the total number of days of absence.
- (iii) Upon successful completion of the trial period, the employee shall be confirmed in the position.
- (iv) In the event that the employee proves unsatisfactory during the trial period, he shall be returned to his former position. **Any** other employee appointed to a new position because of (i) above shall also be returned to his former position.

4.02 Union Clearance

It is agreed that such members secure a clearance from the Union prior to reporting for work. The Shop Steward is to be given a copy of the clearance as soon as possible. Such clearance shall continue unrevoked so long as the member remains in good standing.

4.03 I.B.E.W. Jurisdiction

- (a) The Employer understands that the Local Union's jurisdiction - both trade and territorial - is not a subject for negotiations but rather is determined solely within the I.B.E.W. by the International President and, therefore, agrees to recognize and be bound by such determinations.
- (b) For greater certainty, this Article is intended to reserve to the Union the right to deal with jurisdiction issues arising between the I.B.E.W. and any other Union or Local Union.

**ARTICLE 5 - UNION STEWARDS**

5.01 Number of Stewards

The Union shall have the right to appoint a union steward for each reporting station.

5.02 Responsibility of Stewards

It is the responsibility of the union stewards to conduct the proper business of the Union as it applies to those Union members employed by the Company. They will be allowed reasonable time during working hours to conduct such business.

Time Away from Work

In circumstances where a union steward will require time away from his assigned work duties to conduct the proper business of the Union, or where such proper business will require a steward to leave the immediate work area to which he is assigned, the steward will advise his foreman before leaving his duties, and when he returns to them.

Proper Business

For purposes of this Agreement, "proper business of the Union" shall be understood to mean such tasks as are necessary to ensure that the rights and obligations arising out of the Agreement are being respected.

5.03 Steward Work Area

Except as herein provided, a union steward will only be responsible for conducting the business of the Union within the work area to which he is assigned by the Company. A union steward may attend to Union business in an adjacent work area when the Steward for that area is absent, and **the** Company has been so advised.

5.04 Persons Authorized to Represent the Parties

(a) Union List

The Union agrees to provide to the Employer a written list of the names of any persons, other than the union stewards, who are authorized by the Union to deal with the Employer in relation to the Union's representation of the members of the bargaining unit, and to further provide written advice of changes made in the list from time to time.

(b) Employer List

The Employer agrees to provide to the Union, a written list of the names of any persons who are authorized by the Employer to deal with the Union in relation to the administration of the Collective Agreement, and to

further provide written advice of changes made in the list from time to time.

## **ARTICLE 6 - SENIORITY**

6.01 (a) Company Seniority - **An** employee's total accumulated time of employment with the Company which has not been interrupted by a continuous period in excess of six (6) months.

### Computing Time

In computing length of service to determine seniority, lost time due to sickness or accident shall be counted as time worked, up to a maximum of six (6) consecutive months of such absence.

Employees who are absent for periods in excess of six (6) months shall retain their seniority but will not accumulate seniority for absences over the **six** (6) month period.

(b) Seniority Date

The seniority order of employees hired on **the** same date shall be established on the date of hire.

(c) Annual Vacation

Annual vacation entitlement will be determined by the employee's total years of service with the Company, and the employee shall be entitled to vacations according to that established seniority **as** specified in Article 20.01.

(d) Layoff and Recall

Seniority is used to determine the order of layoff and recall pursuant to Article 6.06.

6.02 Loss of Seniority

**An** employee will forfeit **his** seniority for the following reasons:

1. Voluntary termination.
2. Discharged for just and reasonable cause and is not reinstated through the provisions of this Agreement.
3. The loss of recall rights pursuant to this Agreement.

4. Failure to accept a recall to work pursuant to this Agreement.

5. Promotions outside of the bargaining unit as qualified in Article 6.05,

6.03 Seniority Lists

(a) Date and Information

The Employer agrees to post seniority lists on or before the second (2nd) day of January in each year. The seniority lists shall contain the following information:

(i) the employee's name

(ii) the date of hire and the adjusted seniority date if different from the date of hire.

(iii) the employee's current job classification.

(b) Length of Posting

The seniority lists shall be posted by the Employer for a minimum of sixty (60) days. **Any** objection to the accuracy of a posted seniority list must be lodged in writing with the employer during the sixty (60) days in which the lists are posted. Thereafter, the posted lists will be deemed to be valid and correct for all purposes of this Agreement.

(c) Union Copy

A copy of the seniority list will be supplied to the Union Office.

6.04 Supplementary Seniority Information

The Employer agrees that in addition to producing and posting the seniority lists provided for in this Agreement, it will also provide any necessary seniority information at other times. The Union agrees that such information will only be sought when necessary to resolve an issue of entitlements based on seniority. The Union will provide reasonable notice of the need for this information.

6.05 Seniority Retention

Employees in the bargaining unit who accept positions which are outside of the bargaining unit shall continue



to accrue bargaining unit seniority for a maximum of six (6) months.

6.06 Layoffs and Recalls

(a) Order of Layoff

When there is a reduction in the work force, the Company will first terminate the services of any of the Union's members provided to the Company on an as required basis through outside Contractors. Should further reductions in the work force occur, the most junior employee(s) in the job classification being reduced shall be laid off first. However, prior to layoff, an employee who either has worked in another **job** classification or is deemed by the Union and the Company to be able to perform other available work, has the right to replace a more junior employee in these job classifications. This process shall continue until the most junior employee is laid off.

Layoff Notice

The Company agrees to be bound by the applicable provisions of the Canada Labour Code, Part III as it applies to notice of layoff..

(b) Recalls

(i) Order of Recall

Recalls shall be conducted in reverse order of the process by which layoffs are effected.

(ii) Employee Obligation

**An** employee who has been laid off must ensure that the Employer has a current phone number and address for the purpose of recall.

(iii) Recall Notification

The Employer agrees that recall notification will be by telephone notice to both the recalled employee and the Union.

(iv) Recall Clearance

Employees recalled to work must receive a clearance from the Union prior to reporting to work.

6.07 Employee Rotations

(a) The Parties agree that it is in the best interests of the Employer and the employees that employees have an opportunity to work upon all aspects of the Employer's system for which they are qualified, and that rotation of employees through different categories of work in their classifications is desirable.

(b) Rotation List

The Employer shall post a list at each reporting station on which employees may indicate a request to be rotated to a different category of work within their classification.

6.08 Promotions to Foremen

(a) Selection

Selection of Foremen is the right of the employer. When filling or creating a permanent foreman position, the Employer will post the vacancy at all reporting stations for at least ten (10) working days, in order to provide interested employees with an opportunity to apply.

(b) Temporary Foreman

Temporary foremen positions due to scheduled absences of permanent foremen, or for specific projects, shall be posted for at least three (3) working days prior to selection.

(c) Acting Foreman

The employer has the discretion to appoint an acting foreman to fill a temporary vacancy or during the period in which a foreman position is being posted.

(d) Foreman Replacements

Temporary foreman positions due to unscheduled absences need not be posted.

The Company will name a replacement for the "A" Foreman for scheduled absences and for unscheduled absences of more than one day.

(e) Foreman Qualifications

Ability, efficiency, qualifications, and length of service with the Employer will be considered when

appointing Foremen. However, the employer is not required to appoint the senior applicant.

(f) Foreman Trial Period

An employee who accepts a permanent Foreman position will be on a trial period for three (3) months in duration. Should the employee be unable to satisfy the employer's work performance criteria during the trial period, he **may** be returned to his former position. Should the employee decide, during the trial period, that he does not want to continue in the job, then he may return to his former job.

(g) Foreman Resignation

Employees who hold the position of permanent foreman may elect to return to a journeyman technician classification with a written notice of thirty (30) days to the Employer.

(h) Foreman Training

Permanent foremen may, on request, and with the mutual approval of the Employer, return to functional C.A.T.V. journeyman technician positions for the purpose of maintaining their skills and knowledge as technicians.

Foremen who elect to utilize this provision will be allowed up to three (3) months to do **so** and they will be paid the C.A.T.V. Journeyman Technician rate.

6.09 Seniority Portability

(a) Subject to paragraph (b), in the event that an employee changes employers, seniority rights and seniority time which an employee acquires in the employment of one employer are not portable and are not credited to the employee by another employer.

(b) **Where** companies bound by this Agreement are wholly **owned** subsidiaries of the same parent Company, an employee who transfers from one such Company to another shall retain his seniority for the purpose of annual vacation time **and** pay entitlements.

6.10 Classification Change

Employees who are assigned to work in a lower classification or who displace an employee in a lower classification through lay-off provisions of this agreement will continue to be paid the wages applicable to their regular classification.

Employees that are assigned to a lower classification upon mutual consent by the Company and the Union will continue to be paid at their rate prior to such change, for a period of three (3) months from the date assigned to work in such a lower classification.

Thereafter, the employee shall receive the rate of the lower classification.

## **ARTICLE 7 - DUTIES AND DEFINITIONS OF EMPLOYEES**

### **7.01 Foreman**

#### **Definition**

A Foreman shall be a member of the Union.

#### **Responsibilities**

A Foreman's responsibilities include the following:

- to ensure the efficient and effective deployment of the work force
- to monitor that objectively reasonable standards of workmanship and performance are maintained by the work force
- to ensure that the employees are informed of and adhere to the applicable technical standards
- to **provide** leadership and supervision
- to administer such authority as is delegated from management, including the administration of discipline to employees, up to and including the authority to issue verbal warnings.

### **7.02 "A" Foreman**

#### **(a) Minimum in Company**

The Employer shall have a minimum of one "A" Foreman.

#### **(b) Minimum at Reporting Stations**

A minimum of one "A" Foreman shall be appointed for every Company reporting station. The number of reporting stations shall not exceed the number of permanent "A" Foremen.

(c) Maximum Supervised

An "A" Foreman shall direct and supervise the work of a maximum of twenty (20) workmen.

Employees of contractors who are temporarily "on loan" to the Company shall be counted as employees for the purpose of this Article when they **are** supervised by the Company "A" Foreman.

(d) Workins with Tools

An "A" Foreman can be required to **work** with the tools by the Company under the following conditions:

- instructive capacity
- emergency situations
- any unusual situation with the prior consent of the Union.

(e) Foreman Replacement

Employees who are interested in serving as temporary replacement "A" Foremen must indicate such interest by adding their names to the list posted by the Company. The appointments will be made in accordance with Article 6.08, except that the Company may rotate interested employees through these replacement positions. When the senior interested employee is not selected, he shall be given the reasons for the decision.

7.03 "B" Foreman

(a) Number Required

The Employer is entitled to appoint a "B" Foreman to fill a temporary vacancy: during the period of posting and selection of a candidate for a permanent foreman position; or at any time and in any circumstances where management **deems** it appropriate to do so in order to supplement the permanent complement of "A" Foremen.

(b) Workins with Tools

A "B" Foreman shall be required to work with tools.

(c) Foreman Replacement

Employees **who** are interested in serving as a temporary replacement "B" Foreman must indicate such interest by

adding their names to the list posted by the Company. The appointments will be made in accordance with Article 6.08, except that the Company may rotate interested employees through these replacement positions. When the senior interested employee is not selected, he shall be given the reasons for the decision.

7.04 Wage Rates for Foremen,

The wage rates payable to employees designated as foremen will be those specified in Article 18.02 of this Agreement.

7.05 Journeyman CATV Technician

A cable T.V. worker who has successfully completed his apprenticeship training program to the satisfaction of the Joint Apprenticeship Committee as a whole is entitled to journeyman status.

7.06 Apprentice CATV Technician

A cable T.V. worker who is serving an apprenticeship to become a journeyman CATV technician, but who has not yet qualified as a journeyman CATV technician.

7.07 Installer

A CATV worker who is able to perform connection, construction, installation and service work from the subscriber terminal up to the tap.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 Definition of a Grievance

A grievance shall be defined as any dispute or controversy between the Company and the Union, between the Company and one or more of its employees covered by this Agreement in respect to any matters involving the interpretation, application or administration of any provision of this Agreement; or any question **as** to whether any matter is grievable or arbitrable.

8.02 Procedure

All grievances shall be dealt with in the following manner:

### STEP 1

It is expressly understood and agreed that any employee having a grievance against the Employer shall, **as** a first step, make an earnest effort to resolve the problem by direct and immediate discussion with the Employer, in the presence of a union steward. This attempt at resolution must be made by the aggrieved party within three (3) working days after the occurrence of the alleged grievance.

This time restriction is not intended to preclude the initiation of a grievance where the grievor or the Union could not reasonably have known of the occurrence of the alleged grievance, but does then initiate the grievance within three (3) working days after learning of the occurrence.

### STEP 2

If a satisfactory solution is not reached in Step 1, then the aggrieved party shall immediately give a full written statement of the facts and circumstances of the grievance to the Union. The statement shall identify the article or articles of the Agreement infringed upon or alleged to have been violated. The Union shall then present the grievance to the Company within **six** (6) working days after the occurrence of the alleged grievance. The Company and the Union shall immediately consider the written grievance and attempt to resolve the grievance. If agreement is not reached within five (5) working days from the time this step is initiated, the grievance may be referred to the third step of this procedure.

### STEP 3

The third step of the grievance procedure shall be a reference to arbitration, which arbitration shall be conducted in accordance with the arbitration provisions of this Agreement. Notice of a reference to arbitration must be served within three (3) working days of the expiry of the time provided in Step 2 above, and if this notice is not given within this time period, the grievance will be deemed to have been abandoned.

## 8.03 Steward and Employee Involvement

- (a) In all cases involving a grievance, all employees except the grievor(s) must continue to work. Where an employee or employees has or have been discharged by the Employer, he or they shall not remain in the employ

of the Employer while his or their grievance is being processed in accordance with this grievance procedure.

- (b) **An** employee who has lodged a grievance may elect not to continue working while the grievance is being processed, without loss of seniority or benefit entitlement. (This provision has no application in cases involving the suspension or discharge of the employee, or where the subject of the grievance is the Employer's denial of a request for a discretionary leave of absence). A grieving employee who elects not to work while the grievance is being processed shall not be entitled to claim any compensation for the period in which he has elected not to work.
- (c) The Union agrees that the processing of any grievance shall be carried out by all parties with the minimum possible interruption to the Company's operations.

#### 8.04 Time Limits

- (a) The time limits prescribed herein for the performance of any step or proceeding in the grievance procedure are deemed to be matters of substance, not mere technicalities. These time limits may be extended only by mutual agreement in writing between the Union and the Employer.
- (b) If a grievance has not been initiated or resolved within the time period specified for any step of the grievance procedure, and the time limit has not been extended by mutual agreement in writing, such failure to proceed within the time limits prescribed shall be deemed to constitute an abandonment of the grievance.

#### 8.05 Classification Grievances

Should any grievance arise over current classification of an employee, any retroactive pay which might be granted in consequence of a grievance determination shall be limited to the date on which a change in classification should have occurred.

#### 8.06 Jurisdiction Grievance

All disputes arising as to matters of jurisdiction under Article 4.03, shall be referred to the International President of the Union.

#### 8.07 Employer and Union Grievances'

- (a) The Company or the Union can raise a grievance by way of informal discussion with their respective



representatives, or by resorting directly to setting the grievance out in writing and presenting it within three (3) working days after the occurrence of the alleged grievance. If the grievance is a policy grievance, or a continuing issue, it shall be raised by either party within ten (10) days of the occurrence or of the Company or the Union becoming aware of the grievance.

- (b) The employer and the union shall immediately consider the written grievance and make an honest effort to resolve it. If agreement is not reached within five (5) working days from the time this step is initiated, the grievance may be referred to arbitration.

## **ARTICLE 9 - ARBITRATION**

### **9.01 Arbitration Board**

When a grievance is referred to arbitration pursuant to the provision of the grievance procedure contained in this Agreement, the Employer and the Union shall, within three (3) working days, each appoint one (1) arbitrator who shall be a member of the Arbitration Board.

### **9.02 Chairman**

The Board members so appointed shall, within five (5) working days of their appointment, endeavour to agree upon and appoint an impartial arbitrator who shall be a third member and chairman of the Arbitration Board. In the event that the two (2) board members fail to agree upon the selection of such an impartial arbitrator, then the parties shall mutually request that an appointment be made by the Federal Minister of Labour.

### **9.03 Procedure**

- (a) Prior to the **date** on which the arbitration hearing is to commence, the Union and the Company shall confer and prepare a complete written statement of the facts which are relevant to the subject of the arbitration. This written statement shall also contain any matters of evidence upon which the parties are agreed. This written statement shall be presented to the Board of Arbitration on the opening of the hearing.
- (b) The Arbitration Board **so** constituted will determine its own procedure in accordance with applicable legislation, and shall give full opportunity to all parties to present evidence and make representation.

The Board shall hear and determine the dispute or allegation and shall make every effort to render a decision within fourteen (14) days.

- (c) The Arbitration Board shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of the grievance referred to the Arbitration Board, but shall not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.

9.04 Arbitration Decision

The decision of a majority of the Arbitration Board shall be final and binding on both parties, and where there is no majority decision, the decision of the Chairman shall be the binding decision of the Arbitration Board.

9.05 Expenses of Arbitration

- (a) The parties hereto will each bear the expenses of their own representative on the Arbitration Board, and the Board Chair shall determine, based on the decision rendered, how the costs, fees, and expenses with respect to the arbitration proceedings shall be apportioned between the parties.
- (b) In addition, if a grievance is abandoned or withdrawn within seven (7) days of the hearing date, the party abandoning or withdrawing the grievance shall assume all of the costs, fees and expenses of the Board Chair with respect to the scheduled hearing.

**ARTICLE 10 - AUTOMATION - SEVERANCE PAY**

10.01 The Employer shall provide one (1) week's severance pay for each year of service to employees who become redundant due to automation, the introduction of new methods, equipment or organization; nevertheless, the principle shall be that employees shall first be trained for other positions then vacant within the bargaining unit and that severance pay shall be utilized only when an employee fails to assimilate the required training.

10.02 In the event that there is no such position vacant at the time of severance, the employee can elect to defer claiming severance pay for a period not to exceed three (3) months. During the deferment period, the person will be afforded an opportunity to be trained for other such suitable positions which become available.

10.03 At the end of the three (3) month deferment period, or at such other time within the deferment period which the person selects, severance pay will be given as per Article 10.01. The Company is then under no further obligation to hire, employ, or train the person.

#### **ARTICLE 11 - IMPACT OF LEGISLATION**

11.01(a) **Should** any part hereof or any condition herein contained **be** rendered or declared invalid by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining proposals hereof and such remaining provisions shall continue in **full** force and effect.

(b) The Company and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) **so** altered or invalidated.

#### **11.02 Applicable Labour Standards Legislation**

(a) The Company agrees that the minimum labour standards provisions of the Labour Code of Canada and the supporting regulations, which are otherwise applicable to the Company and the employees within the bargaining unit, and any changes made in those provisions and regulations from time to time, are incorporated by reference into this Agreement.

(b) The parties agree that the specific purpose of incorporating the provisions of the Labour Code and the regulations into their agreement, is not to create new or additional rights or obligations. The purpose is to allow for the enforcement of the applicable legislated rights and obligations **through** the grievance and arbitration provisions of **this** Agreement.

#### **ARTICLE 12 - LABOUR MANAGEMENT RELATIONS**

##### **12.01 Joint Consultations**

(a) The Company and the Union recognize the mutual value of ongoing joint consultations **in** matters pertaining to working conditions, supervision, safety and labour-management relations generally. To this end, Company representatives **and** the union stewards who are employed by the Company may meet at such time and place as may be mutually agreed upon, for the purpose of discussing the application, interpretation, and possible violations of **the** Agreement, and any other matters of mutual concern and benefit.

(b) Union Representative

The Union may request permission from the Employer to have one (1) Union representative, other than a Steward, attend a labour-management meeting, and the Employer shall not unreasonably refuse such permission.

(c) Minimum Meetings

Such a meeting shall be held at least once every three (3) months during the term of this Agreement.

12.02 No Changes to Agreement

It is expressly understood and agreed that under no circumstances shall this Article be construed by either party as a right to require the reopening of the Agreement or any part of it. The term and conditions of the agreement shall in all events continue to be effective throughout the express term of this Agreement except where amendments are mutually agreed to in writing and appended to this Agreement.

**ARTICLE 13 - SAFETY**

13.01 Hydro Wires

No member shall be allowed to work on Hydro distribution wires.

13.02 Safety Legislation

(a) The Union and the Company agree that any applicable Federal Legislation, or regulations issued pursuant to such legislation pertaining to the work place of the employee's, shall be fully complied with.

(b) Transportation

Transportation to the nearest physician or hospital facility will be provided by the Company for employees who require medical attention during working hours, and any expenses of such transportation shall be borne by the Company.

(c) Work Safety and Injury Report

The Parties mutually recognize the benefits to be derived from maintaining a safe and sanitary work environment, and that the Company, the Union, and the employees must cooperate in striving to improve health and safety conditions. The maintenance of a safe and sanitary work environment requires the contribution of

every employee. Accordingly, the employees are obligated to comply with all reasonable rules of conduct established by the Employer pursuant to this agreement, bearing on safety and health. Specifically, every employee is obligated to report at the first reasonable opportunity, any injury or accident, which did or could have resulted in an injury, or any unsafe or unsanitary condition.

13.03 Hazardous Job

(a) Two (2) technicians constitute a crew working together on a hazardous job location.

(b) Electrical Work

No employee shall repair or replace defective circuit breakers in power supply boxes, without first having the service disconnected.

This shall not apply to plug in or bus type circuit breakers,

13.04 Hazard Pay

(a) Pole or Tower

All employees climbing, or descending, or working on a tower, pole, or side of a building above the height of forty (40) feet will be paid at double time for a minimum of not less than one (1) hour for any time or occasion spent above this height. Two (2) men shall constitute a crew.

(b) Scaffolds

All employees working from a scaffold above the height of forty (40) feet from ground level (roof shall constitute "ground"), a minimum of one (1) hour at double time shall be paid in any one (1) day that an employee works high time, or accumulated time spent above this height, whichever is greater. Two (2) men shall constitute a crew.

(c) Hazardous Jobs

The parties recognize and agree than in addition to the work situations detailed in paragraphs (a) and (b) above, there are other work situations from time to time, which may be hazardous because of particular locations, conditions, or circumstances. Where an employee reasonably considers a particular work situation to be hazardous, he shall report the

situation to his Foreman. The Foreman, after consultation with his Supervisor, shall decide whether the particular work situation is hazardous.

(d) Hazardous Work

Where **the** foreman decides there is a hazard to the safety of the employee then two (2) men shall constitute a crew for the particular work situation, and these employees shall be paid at double time for a minimum of not **less** than one (1) hour, for any time spent in performing the hazardous work.

(e) Occupational Safety & Health Regulations

The Company and the Union agree that it is of primary importance to ensure that every work situation is as safe as possible. To this end, they agree to adhere to Part II of the Canada Labour Code, Canada Occupational Safety and Health Regulations and the Rogers Health and Safety Standards.

(f) No Discipline

No employee shall be reprimanded or disciplined for refusing to perform an assigned work task where the refusal is based on a reasonable apprehension of danger for the employee's personal safety: Part II of the Canada Labour Code, Canada Occupational Safety and Health Regulations shall **apply**.

13.05 Climbing Equipment

The Company **will** make available to each employee who is required to climb, an initial set of climbing gear. Alternatively, the Company may issue a personal set of climbing gear to each employee who is required to climb, or ensure that each truck contains such a set. For purposes of this Agreement, "climbing gear" shall be understood to mean a body belt, a pole strap, and a set of climbers. Each employee is responsible for the care and maintenance of such equipment and any loss or damage which results from the employee's negligence or abuse, will be at the expense of that employee. The Company retains the right to inspect the equipment at any time and to require the employee to provide an accounting of any loss or abuse.

13.06 Truck Equipment

The Company agrees that its trucks shall be equipped as follows:

(a) Except as qualified herein, all trucks must be equipped with:

1. Bulkhead screens (van type units only)
2. Fire Extinguisher
3. First Aid Kit
4. Road Safety Devices, including warning cones, flags, stop signs and amber warning lights (note that amber warning lights will be provided only subject to regulatory approval)
5. Chock Blocks (for aerial ladder vehicles only)
6. Manhole Lifter
7. Safety Glasses

(b) Aerial Ladder Vehicle

Each aerial ladder vehicle will be equipped with a fall arresting belt and safety lanyard, in accordance with the requirements of the applicable legislation.

(c) Non-Aerial Vehicles

Each non-aerial vehicle will be equipped with a standard lineman body belt and safety strap, in accordance with the applicable regulatory legislation.

(d) Employee Responsibility

Each employee is responsible for the care and maintenance of such equipment.

The Company retains the right to inspect the equipment at any time and to require the employee to provide an accounting of any loss or abuse.

13.07 Aerial Ladder Inspections

The Company agrees that aerial ladder vehicles will be inspected as required by applicable regulatory legislation.

13.08 Ladder Inspections

The Company agrees that: ladders will be regularly inspected in accordance with the applicable regulatory legislation, and any ladders which are found to be unsafe will be removed from service and either replaced or competently repaired.

13.09 Vehicle Maintenance

The Company agrees to maintain all vehicles up to standards which will insure that the employees who

operate such vehicles are not exposed to such hazards as arise out of lack of proper maintenance, Each employee who operates a Company vehicle bears the direct responsibility for its safe and proper operation.

Each such employee is also responsible for reporting any malfunction of equipment, mechanical defect, and any accident involving the vehicle.

13.10 Pole Climbing Training

All new employees required to climb shall within a reasonable time, be provided formal training arranged through **the** C.A.T.V. Joint Training Committee. Experienced employees may be provided with retraining upon approval of the J.T.C.

13.11 Safety Equipment

It is understood and agreed by both parties that all employees are required to utilize safety equipment on the job as provided by the Company.

Failure to do **so** may result in disciplinary action by the Employer.

**ARTICLE 14 - APPRENTICESHIP AND JOURNEYMAN TRAINING**

14.01 CATV Joint Training Agreement

A Rogers CATV Joint training Program and Committee (the J.T.C.) shall be established between Rogers Cable T.V. Limited and Local 213 of the I.B.E.W. The Committee shall be composed of equal representation from the Company and the Company's technical employees who are members of Local 213 of the I.B.E.W. in Vancouver, Fraser and Surrey.

14.02 Journeyman Status

To be classified as a CATV Journeyman Technician, an employee must have either completed the apprenticeship program to the satisfaction of the Joint Training Committee **and** have been admitted to the status of journeyman or successfully completed the requirements for and passed the provincially approved Trades Qualifications **exam**.

14.03 Registration

Apprentices shall be indentured with the Company. The Company shall select individuals to be indentured.



14.04 School Attendance

(a) Employees hired as journeyman apprentices shall attend school and progress to ninety-five percent (**95%**) of the qualified journeyman's rate provided that their progress meets the criteria established by the Joint Training Committee, that they meet the Company's standards and pass CATV school exams. Progression beyond this point will be subject to the criteria outlined in Article 14.02. Apprentices have the right to a review of any decision by the J.T.C. to hold **up** their progression. Such reviews shall be conducted by committees composed of one (1) person appointed by the Company and one (1) person appointed by the Union. Such decisions are final and binding on the employees, the Company, and Local 213 of the I.B.E.W. Where the reviewing committees do not reach majority decisions, the matter will be referred to a single person arbitrator.

(b) Reclassification Date

Upon receiving written confirmation from the Joint Training Committee that **employees** have been classified as qualified journeymen, the Company shall begin paying the journeyman's wage rate to the employees. The journeyman's wage rate shall be effective the date the Company is notified that the employee is classified **by** the J.T.C. **as** a qualified journeyman.

14.05 Apprentices' Wages

**An** apprentice attending a provincially sponsored day school shall receive his normal weekly earnings less the Government Grant, divided by two (2).

14.06 Committee Member's Wages

The Company agrees that one of its employees from each of the three participating systems may serve as a member of the J.T.C..

The Committee members shall jointly determine a reasonable number of meetings required to perform the work of the Committee. Committee members shall be paid their regular straight-time wages while attending such meetings.

14.07 Supplemental Training

(a) The Company has the right to conduct training which is supplemental to the training provided under the J.T.C. program. The Parties agree that the right of the

Company to conduct such supplemental training is in no way restricted by the Collective Agreement or any other Agreements between the two Parties.

- (b) For the purposes of conducting supplemental training, the Company can assign a non-union instructor who will have access to the cable t.v. plant in relation to such training. This access is limited to training only and is not for purposes of performance of job tasks which fall within the jurisdiction of the Technical Employees.

**14.08 Funding**

- (a) The Company shall provide the level of funding it deems sufficient to finance the joint apprenticeship training program.
- (b) Money left in the Trust when the current industry JTC is disbanded shall be disbursed according to the provisions of that Trust.

**ARTICLE 15 - HOURS OF WORK, PREMIUM PAY AND TRAVEL EXPENSES**

**15.01 Regular Work Week**

The regular work week shall be any five (5) consecutive days, Monday through Sunday, for a total regular work week of forty (40) working hours, subject to the applicable premiums where provided for in this Agreement.

**15.02 Regular Work Day**

- (a) (i) Monday through Saturday

The regular work days which fall on Monday through Saturday shall consist of eight and one-half (8 1/2) consecutive hours of scheduled time, made up of eight (8) hours of paid work time and one-half (1/2) hour of unpaid time for a lunch break.

- (ii) Sunday

The regular work days which fall on Sunday shall consist of eight (8) consecutive hours of scheduled time, made up of seven and one-half (7 1/2) hours of paid work and one-half (1/2) hour of paid time for a lunch break.

(b) Scheduling

The regular work day shall be scheduled between 06:00 and 18:00 hours.

(c) Premium

A premium of ten percent (10%) of the hourly rate (straight-time) will be paid for all hours worked on a Sunday.

All shift premiums are paid only on straight-time earnings for the shift hours. If overtime is worked beyond the hours of the shift, then the overtime payment replaces any shift premium.

15.03 Shift Work

(a) Shift work is defined as a scheduled work period within a regular **work** week which falls outside the regular work day as set out in 15.02 above.

(b) Shift A - Afternoon Shift

(i) The afternoon shift consists of eight and one-half (**8 1/2**) consecutive hours of scheduled time, made **up** of eight (8) hours of **paid** work time and one-half (1/2) hour of unpaid time for a lunch break. This shift shall be scheduled between 12:00 hours and 24:00 hours.

(ii) A premium of nine percent (9%) of the hourly straight-time rate shall be paid for all hours worked.

All shift premiums are paid only on straight-time earnings for the hours actually worked during the shift. If overtime is worked beyond the hours of the shift, then the overtime payment replaces any shift premium.

(c) Shift B - Night Shifts

(i) The night shift consists of eight and one-half (**8 1/2**) consecutive hours of scheduled time made up of eight (**8**) hours of **paid** work time and one-half (1/2) hour of unpaid time for a lunch break.

This shift shall be scheduled between 23:00 hours and 08:00 hours.

- (ii) A premium of twelve percent (12%) of the hourly straight-time rate shall be paid for all hours worked.

All shift premiums are paid only on straight-time earnings for the hours actually worked during the shift. If overtime is worked beyond the hours of the shift, then the overtime payment replaces any shift premium.

15.04 Standby Time and Pay

(a) Participation and Assignment

When the decision is made to schedule standby duties, such standby duties shall be assigned by the Employer on a rotation basis. Where possible, preference will be given to those employees who have indicated willingness to standby. The Employer will post a standby schedule pursuant to Article 15.06.

(b) Standby Pay

- (i) Every employee who is scheduled to standby between 08:00 hours and 22:00 hours shall be paid two (2) hours pay at straight-time rates for each day of standby.
- (ii) Every headend employee shall, if requested to do so, be scheduled to standby for twenty-four (24) hours and shall be paid three (3) hours pay at straight-time rates for each twenty-four (24) hours of standby.

(c) Standby Callout

- (i) When an employee on standby is called out beyond **the** hours of **his** regular work day, the additional work time will be paid at overtime rates.
- (ii) When called out during standby hours, overtime begins when the employee leaves his **home** to attend to the call.
- (iii) Overtime stops when the employee returns to **his** home.

(d) Pager

The Company shall supply a pager to employees on standby. However, the Company is not required to provide a vehicle to an employee on standby.

(e) Exemption from Standby

The Company is not required to schedule standby to any employee who resides more than fifteen (15) kilometers beyond the Company's licensed area. However, the Company will give preference where possible for scheduled overtime to such employees to provide for an equitable share of overtime work.

(f) Availability During Standby

Any employee on standby must remain within twenty (20) minutes of driving distance of the Company's licensed area during the scheduled standby period.

(g) Loss of Standby Pay

In the event that an employee fails to respond to a call during an assigned standby period, the employee then forfeits his standby pay for that calendar day.

15.05 Overtime

(a) Any time worked in excess of the scheduled hours in a day or in the regular work week shall be considered as overtime. Time worked on any statutory holiday or call-out shall also be considered as overtime.

(b) Payment of Overtime

(i) All overtime shall be at 200% of the regular rate.

(ii) All overtime shall be calculated to the nearest one-quarter (1/4) hour.

(iii) Premiums paid for shift work shall not be included in the calculation of overtime pay.

(c) Overtime Meals

When employees are required to work more than two (2) hours beyond their regular work days, the Employer will provide hot meals at no cost to the employees, up to a maximum of twelve dollars (\$12.00) (receipts to be submitted) plus paid meal periods of one-half (1/2) hour at the prevailing rate and thereafter at four (4) hour intervals. **Any** unscheduled early morning start before regular starting time is entitled to a paid meal. The breakfast limit is eight dollars (\$8.00). Employees called out on overtime shall be paid for meals as above, after four (4) hours work.

(d) Overtime Rest

An employee who has worked emergency overtime shall return to work after eight (8) hours rest, but only if he can do so by 12:30 hours. Whether or not he does return, he shall be paid not less than eight (8) hours at straight-time rates for that day.

(e) Overtime Options

(1) Employees shall have the option of being compensated for overtime in cash or time off, to a maximum of ten (10) banked days per annum, provided that:

- i) they indicate they wish to bank the time at the time the overtime is worked;
- ii) the time off can be scheduled at a time that is mutually agreeable to the employee and the Company; and
- iii) the total number of days taken by an employee under this clause and 24.01(a) does not exceed the total number of guaranteed days off allowed in a year.

(2) If such mutual agreement cannot be reached, the employee shall be paid out for any banked time on the last pay **day** of the year. Banked time cannot be carried forward from one calendar year to another.

15.06 Staffing and Schedules for Shift and Standby Work

(a) Employees Assigned

The Employer will determine the number of employees required on both shift work and standby. All such decisions are subject to the provisions of this Agreement.

(b) Schedules

The Company and the designated Union representative shall prepare schedules for shifts and standby duties based on the following criteria:

- i)
  1. The Company may exclude employees from shifts due to operational requirements.
  2. All qualified employees shall participate.
  3. Consideration shall be given to employees interested in permanent assignment to a shift.

4. Entitlement of employees to exchange shifts, subject to approval by the affected "A" Foremen and no additional cost to the Company.

ii) Standby

If standby provisions are utilized by the Company, a schedule of rotation shall be posted.

iii) Standby shifts for individual days can be implemented, provided that two (2) weeks' notice is given.

iv) If the Company and the Union representative are unable to agree to the scheduling as noted in i), ii) and iii) above, the Company retains the right to implement a shift and/or standby schedule, subject to the above criteria.

(c) Shift Posting

i) Where possible, schedules shall be posted ten (10) work days in advance of the date on which they become effective.

ii) In the event that the shift schedule is not adhered to for reasons that are within the control of the Company and an employee is assigned to shift coverage, then that employee shall be paid overtime for the first eight (8) hours worked.

iii) No employee shall be assigned to a shift for a period of less than ten (10) work days duration except where rearrangements of shifts are necessary in order to distribute holidays or annual vacations equitably, or when it is necessary to cover temporary absence of an employee due to sickness or accident disability, or to meet emergent business requirements.

(d) i) The Company shall endeavour to minimize the number of shifts each individual is required to work. However, no individual shall be required to work more than 18 weeks of shifts a year.

ii) Individuals hired after March 17, 1994, shall not be protected by the cap on the number of shifts worked.

(e) Emergency Changes

In emergency situations the "A" Foreman may make changes in the posted schedule giving only such advance notice that time and circumstances permit. Such changes will involve designating employees as replacements for those situations where an employee scheduled for work does not or will not be able to report for work.

When an employee who is designated as a replacement is required to change shifts with less than sixteen (16) hours off the job between the end of his prior work period and the start of the newly assigned work period, the employee will be **paid** overtime rates for all hours worked which fall within the sixteen (16) hour change-over time period.

15.07 Report Pay

- (a) **An** employee who reports to work at his regularly scheduled time will receive four (4) hours pay if no work is available.
- (b) Employees on special project shifts will not receive report pay if they receive at least twenty-four (24) hours notice to report to work at their regular times.
- (c) Report pay shall not be paid if employees are advised not to report to **work** at least twenty-four (24) hours preceding their scheduled shifts.

15.08 Call Out Pay

**An** employee who is not on standby who is called out to work shall receive not less than two (2) hours pay at overtime rates ~~from the~~ time he leaves his home, until he arrives back at his home.

15.09 Travelling Time and Expenses

(a) Free Zone

The free zone shall be the licensed area encompassed within a radius of 13.75 kilometers from the intersection of 177th Street and 83rd Avenue.

(b) Reporting stations

Employees shall report for work at the regular starting time at any reporting station designated by the Company within the Free Zone.



(c) Travelling Expenses

When employees are required to report to work outside of the Free Zone in order to reach a designated reporting station or job at their regular starting times, they shall be paid at the rate of forty (40) cents per direct line kilometre for travelling time, and if transportation is not provided by **the** Company, an additional twelve and one-half (12 1/2) cents per direct line kilometre will be paid for travelling expenses. Where applicable, these allowances will be paid both to and from the location in question.

(d) Travelling Expense Calculation

Direct line kilometers are determined by calculating the distance in a direct line from the circumference of the Free Zone to the location where the employee is required to report for work, along a straight line drawn from the center of the Free Zone to the work location. This distance shall then be multiplied by two (2) to cover both directions, calculated to the nearest kilometer according to the rules of approximation.

15.10 Rest Breaks

All employees are entitled to a fifteen (15) minute rest break during the first half of their regular work day and another fifteen (15) minute break in the second half of the regular **work** day.

Technical field employees will take such breaks en route between jobs. **Any** excess travel time to locations not en route for rest breaks will be part of the rest break time.

15.11 Personal Vehicles

An employee shall not use his personal vehicle in the service of the Company.

**ARTICLE 16 - TOOLS**

16.01 Tools

The Company shall continue to replace tools broken or worn out in the service of the Company. Employees are responsible for loss of tools on **the** approved employee's tool list, except those tools lost from the locked box or storage facility due to fire, theft, flood, etc.

ARTICLE 17

Article reserved for future use.

ARTICLE 18 - WAGE SCHEDULE

18.01 Employees shall continue to **work** the five (5) days, forty (40) hours per week at the prevalent rate.

18.02 Technical Wage Scales

(a) Journeyman CATV Technicians

Effective Date:

March 24, 1994 - \$24.30 per hour  
March 24, 1995 - \$24.54 per hour  
March 24, 1996 - \$24.67 per hour  
March 24, 1997 - \$24.67 **per** hour

(b) Apprentice CATV Technicians

1st term - 6 months - 60%  
2nd term - 6 months - 65%  
3rd term - 6 months - 70%  
4th term - 6 months - 75%  
5th term - 6 months - 80%  
6th term - 6 months - 85%  
7th term - 6 months - 90%  
8th term - 6 months - 95% (Examination Level)

(c) CATV Installers

**An** Installer shall be paid an hourly rate calculated as a percentage of the hourly rate for CATV Journeyman Technicians in accordance with the following:

1st term - 6 months - 50%  
2nd term - 6 months - 55%  
3rd term - 6 months - 60%  
4th term - 6 months - 65%  
5th term - 6 months - 70%  
6th term - 6 months - 75%  
7th term - 6 months - 80%  
8th term - 6 months - 85%  
9th term - 6 months - 90% (Final Rate)

(d) "A" Foremen

**"A"** Foremen shall receive a rate of ten percent (10%) **above** a CATV Journeyman Technician.

(e) "B" Foremen

"B" Foremen shall receive a rate of five percent (5%) above a CATV Journeyman Technician.

(f) In Charge Premium

The In-Charge premium shall be five percent (5%) above the C.A.T.V. Journeyman Technician.

18.03 Wage Retention

(a) CATV Industry Seniority

Technical employees shall be paid at the rates for the terms equivalent to their lengths of service within the classifications, provided that there has not been a break in service of more than twenty-four (24) months between their last employment in the industry and their dates of hire.

(b) Seniority Date

When an apprentice or installer is dispatched by the Union, the Union will provide the Employer with the individual's "term" date for purposes of Article 18.02.

(c) Classification Change

Journeymen will not suffer a loss of wages as a result of a change in technical classification in reference to Article 6.06.

18.04 Payroll Dates

Employees shall receive their regular pay cheques every second week based on a ten (10) day pay period.

**ARTICLE 19 - PAID HOLIDAYS**

19.01 Employees shall be entitled to pay at regular rates for all Statutory Holidays as follows:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	1/2 day Christmas Eve
1/2 day New Years' Eve	

and any additional holiday not related to the above holidays but gazetted by the Provincial or Federal

Governments. To be entitled to statutory holiday **pay**, an employee **must** have **worked** the full working day preceding and following the holiday unless permission to be absent is granted by the Employer.

19.02 Alternate Schedule

Agreed that when a holiday falls on a Saturday or Sunday, or scheduled day off, the closest **workday**, mutually acceptable by employee and Company, will be observed as the holiday, except where observance on a specific day is dictated by the government.

Holiday Pay

Employees required to work on any of **these** days shall be paid as per Article 15.05.

19.03 Holiday Entitlement

Employees who are laid off within seven (7) working days (except employees subject to dismissal through cause) prior to a Statutory Holiday occurring shall be entitled to such Statutory Holiday with pay. Also, employees who are absent either the day before or the day after a Statutory Holiday or both shall be entitled to such Statutory Holiday with pay provided they are absent for a reason of illness or accident.

**ARTICLE 20 - ~~F~~ — D VACATIONS**

20.01(a) Employees hired before January 1, 1993 shall become entitled to vacation with pay **as** set out below.

<u>Length of Service</u>	<u>Vacation Time</u>	<u>Vacation Pay</u>
1 year	3 weeks	6.0%
6 years	3 weeks & 1 day	6.4%
7 years	3 weeks & 2 <b>days</b>	6.8%
8 years	3 weeks & 3 days	7.2%
9 years	3 weeks & 4 days	7.6%
10 years	4 weeks	8.0%
11 years	4 weeks & 1 day	8.4%
12 years	4 weeks & 2 days	8.8%
13 years	4 weeks & 3 days	9.2%
14 years	4 weeks & 4 <b>days</b>	9.6%
15 years	5 weeks	10.0%
16 years	5 weeks & 1 day	10.4%
17 years	5 weeks & 2 <b>days</b>	10.8%
18 years	5 weeks & 3 days	11.2%
19 years	5 weeks & 4 <b>days</b>	11.6%
20 years	6 weeks	12.0%

(b) Employees hired after January 1, 1993, shall be entitled to vacation time with pay, as set out below.

<u>Length of Service</u>	<u>Vacation Time</u>	<u>Vacation Pay</u>
Less than 1 year	3 weeks (prorated)	6.0%
After 1 year	3 weeks	6.0%
6 years	3 weeks & 1 day	6.4%
7 years	3 weeks & 2 days	6.8%
8 years	3 weeks & 3 days	7.2%
9 years	3 weeks & 4 days	7.6%
10 years	4 weeks	8.0%
11 years	4 weeks & 1 day	8.4%
12 years	4 weeks & 2 days	8.8%
13 years	4 weeks & 3 days	9.2%
14 years	4 weeks & 4 days	9.6%
15 years	5 weeks	10.0%
21 years	5 weeks & 1 day	10.4%
22 years	5 weeks & 2 days	10.8%
23 years	5 weeks & 3 days	11.2%
24 years	5 weeks & 4 days	11.6%
25 years	6 weeks	12.0%

20.02 Gazetted Vacation

Any additional annual vacation over and above that provided for above that may be gazetted by the Provincial and/or Federal Governments will be incorporated into this Agreement.

20.03 Cut-Off Date

The annual cut-off date for the accumulation of annual vacation time and pay under Article 20.01 above, is December 31.

20.04 Annual Vacation Scheduling

(a) Vacation Calendar

Prior to September 1st of each year, the Company shall post a calendar upon which each employee shall select, by Company seniority, his vacation period for the vacation year commencing January 1. A calendar will be posted in each of the Company's reporting stations or departments where members of the Union are employed.

(b) Length of Posting

The calendar will remain posted until November 15th.

c) Vacation Selection

Employees who have not selected their vacation periods by November 15th shall not be entitled later to select vacation periods by seniority.

Employees who do not select all of their vacation entitlements on the calendar will be allowed to schedule vacation at a later date, provided that this selection does not effect the scheduled vacations of other employees.

(d) Employer Approval

The Company shall approve the calendar no later than December 1st.

(e) Approval Criteria

Approval of the Vacation Calendar will be done on the following criteria:

(1) Proper selection by seniority

(a) Technical . . by seniority in each classification at each reporting station.

(b) Non-Technical . . by seniority in each department.

(2) Compliance with Article 25.

(f) Calendar Changes

Changes may not be made to the schedule after December 1, except by mutual agreement of the Manager and the employee.

20.05 Vacation Pay Reduction

Vacation pay shall be reduced on a pro-rated basis if an employee is absent for more than a total of fifteen (15) days due to temporary lay-off, G.D.O.'s, weekly indemnity, long-term disability, unauthorized absence, or unpaid leave of absence. The first fifteen (15) days absence for any one or more of the above reasons shall not be counted when determining the pro-rated reduction of vacation pay due to such absences.

20.06 Transfer of Entitlements

Where Companies bound by this Agreement are wholly **owned** subsidiaries of the same parent Company, an

employee who transfers from one such Company to another shall retain his seniority for purposes of annual vacation time and pay entitlements.

- 20.07 Within the vacation year, an employee may take his vacation with pay in advance of having earned it. If vacation taken with pay exceeds the employee's vacation earned for that year, the Company shall recover from the employee's pay, any money paid for vacation but not earned.

#### ARTICLE 21 - PAYMENT FOR TIME NOT WORKED

21.01 Jury Duty and Court Leave

Leave of absence with pay will be granted to an employee for jury duty or to appear in Court in the interests of the Employer. In addition, a leave of absence with pay will be granted to an employee for a maximum of three (3) days, when the employee is subpoenaed to Court to serve as a witness. Any compensation received from the Court for this service will be turned over to the Employer.

21.02 Bereavement Leave

- (a) In the event of death in the employee's immediate family, compassionate leave with pay of three (3) days will be granted by the Employer. If the death requires the employee to travel outside of the Province, compassionate leave will be extended to five (5) days with pay.

(b) Definition of Family

Immediate family is defined as an employee's parents, **spouse**, children, brothers, sisters, mother-in-law, father-in-law, grandparents, and spouse's grandparents. Blood relatives living under the same roof as the employee shall be considered as immediate family.

(c) Spouse's Family

Bereavement leave (not to exceed three (3) days) without pay will be granted in the event of a death in the immediate family of the employee's spouse.

21.03 Sick Time

- (a) Each regular full-time employee who is not in receipt of any other income is entitled to a maximum of five (5) sick days a year. The rate of pay for these sick days shall be  $66\frac{2}{3}\%$  daily

wages to a maximum of eight-five dollars (\$85.00) per day.

Sick time may not be taken in increments of less than one (1) hour.'

- (b) Employees may carry forward unused sick days to a maximum of five (5) banked sick days in any one calendar year.

## ARTICLE 22 - HEALTH AND WELFARE BENEFITS

### 22.01 Employer's Contribution

- (a) The Employer's obligation in relation to the continuation of the B.C. Medical Services Plan and the Union's Health and Welfare Plan is limited to making contributions toward the costs of maintaining the coverages under the Plans.

### (b) Maximum Payment

The Company's monthly contributions towards the total premium costs for the employees shall be:

Family -	\$232.41
Couple -	\$226.41
Single -	\$146.76

- Subject to receiving the notice provided for in Article 22.04, the Company's contribution shall be changed when an employee's status for coverage changes (marital status or dependents). The new contribution shall commence effective the first of the month following the date of the change.

### (c) Maximum Increase

The contributions paid by the Employer shall be increased by \$10.00 a month, effective March 24, 1995.

**Any** amounts in excess of the above will be paid by the employees through payroll deduction and submitted to the Health and Welfare Plan.

### 22.02 Changes in Employee Information

- (a) The Company shall forward all pertinent information regarding rehired, transferred, or new employees, within fifteen (15) days of the employment starting date. Notification will be **made** on Advice of Change notice with the proper application cards attached.



- (b) The Company shall forward all pertinent information regarding employees who are terminated, laid off, or on approved leave of absence to the CATV Health and Welfare Benefits Administrator within fifteen (15) days of its being notified of the changes.

22.03 Contribution Calculations

For the purpose of determining the contributions, time off for annual vacation, statutory holidays, workers' compensation, sick leave, designated days off or guaranteed days off is to be considered as time worked.

22.04 Employee Status Change

Members must inform the Company and the C.A.T.V. Plan Office of any change in status (addition or deletion of children or spouse), change of address, change of Employer, and any request for "Loss of Income" forms. The Employer and the CATV Health and Welfare Plan cannot be held responsible for an employee's failure or refusal to provide the foregoing information.

22.05 Paid-time Off for Doctor's Appointment

- (a) **An** employee who has been injured at work and has returned will be granted reasonable paid-time off work for necessary return visits to **his** doctor for treatment in relation to the on-the-job injury. The payment for such time off will be conditional upon the Company receiving a doctor's certificate and confirmation that the Workers' Compensation Board recognizes the injury as a compensable on-the-job injury. It is the responsibility of the employee to provide the Company with notice of the necessity for leave as soon as the employee knows of the doctor's appointment.

(b) Reasonable Time Off

'Reasonable Time Off' shall be understood to be limited to only that time off which is required to attend at the doctor's office for an appointment made in advance and the related time required to travel to and from the doctor's office. The affected employee is obligated to cooperate in keeping this paid-time absence to the minimum time actually required.

(c) Pay for Day of Accident

An employee who is injured at work and is unable to continue working will receive a full day's pay for the day of the accident.

22.06 Workers' Compensation Supplement

(a) In cases where employees are on compensation and receiving Workers' Compensation benefit payments, the Company will pay the difference between such payments and eighty percent (80%) of the employee's gross normal forty (40) hour weekly straight-time wages for the period the employee is covered by compensation, to a maximum of six (6) months.

(b) Benefit Changes

In all cases when a member goes from W.C.B. to W.I. the member must fill out the proper forms and have a physician's signature before any further advances can be forwarded.

(c) Long Term Disability

Forms for L.T.D. must be filled out and delivered to the Administration Office before any advances are forwarded.

(d) Immediate Claims

All Health & Welfare Claims must be made within seventy-two (72) hours of injury or sickness.

(e) Claim Resister Requirements

Claim forms can be delivered or mailed to:

C.A.T.V. Health and Welfare Trust Plan  
P.O. Box 2236  
New Westminster, B.C. V3L 5A5  
Phone: (604) 521 - 6493

22.07 Absentee Reports

(a) Every employee who is unable to report for work due to illness or injury is obligated to notify his immediate Supervisor, or to have someone else notify his immediate Supervisor on his behalf, prior to the Employee's normal reporting time, or as soon after that time as is possible in the circumstances.

(b) Employees may be required by the Employer to complete and sign a prescribed absence form in which the employee will provide details of the reasons for an unscheduled absence.

## ARTICLE 23 - PENSION AND RETIREMENT

### 23.01 Employer and Employee Contributions

(a) The Employer will contribute on behalf of each employee 7.51% of annual earnings and the employee will contribute three percent (3%) of annual earnings to a Registered Retirement Savings Plan. In addition, each will make their contributions to the Canada Pension Plan. All contributions belong to the employees from the first (1st) day of employment.

### (b) Additional Employee Contributions

#### Employee Option

Upon written request from individual employees, the Employer will deduct and submit additional contributions in addition to those in Article 23.01 (a).

#### Employee Contribution

Such contributions are made only by the employee and not matched by the Employer.

#### Restriction on Changes

The option to deduct, or to increase or decrease employee contributions can only be requested once per year.

### 23.02 Pension Contributions

#### (a) Financial Institutions

Pursuant to Article 23.01, the Employer will deposit all pension funds in the banking institution designated by the Union. All funds will be deposited within thirty (30) days following the month in which the funds were earned.

#### (b) Union Notice Required

The Union must provide, in writing, at least two (2) months notice if there is to be a change in the designated institution.

#### (c) Restriction on Changes

The Union may not change the designated institution more than once a **year**.

(d) Union Responsibility

The Union will attend to any necessary documentation required as a result of a change in the designated institution.

ARTICLE 24 - GUARANTEED DAYS OFF

24.01 Maximum Days

(a) Guaranteed days off without pay to include a total of twenty-two (22) working days in a calendar year are guaranteed by the Company subject to the conditions contained herein.

(b) Block of Days

Subject to 24.01(e) the twenty-two (22) guaranteed days off may be taken in blocks of any number of days (1-10).

(c) Notice

Employees shall provide a minimum of one (1) month's notice for blocks of five (5) or more days, and two (2) weeks notice for blocks of less than five (5) days.

(d) Unused Days

Employees cannot carry forward into a new calendar year, any unused portions of their guaranteed days off.

(e) Restrictions

i) Guaranteed days off in the months of **June**, July, August, September and December cannot be scheduled unless approved by the Company.

ii) A maximum of five (5) guaranteed days off may be taken in advance of scheduled annual vacation. All outstanding vacation days must be scheduled and taken before any additional guaranteed days off can be scheduled.

24.02 Discretionary Leave of Absence

Leave of absence to be granted upon approval of Company and Union. Term of leave up to six (6) months in a calendar year with no loss of seniority.

This leave of absence is discretionary by the Employer and unpaid.

.03 Union Leave

The Company will grant an unpaid leave of absence to employees to allow them to attend conventions or educational institutions on behalf of the Union, subject to the following conditions:

(i) Number of Employees

Not more than two (2) employees can be absent on such leave at one time.

(ii) Maximum Leave

No employee can take more than five (5) working days of such leave in a calendar year.

(iii) Notice

Notice of such leave will be given to the Company, in writing, at least thirty (30) calendar days in advance.

24.04 Maternity Leave

The Company agrees to be bound by the applicable provisions of the Canada **Labour** Code, Part III, as it applies to maternal leave.

**ARTICLE 25 - TIME OFF SCHEDULING**

(a) Total Time Off

within the work force in a particular Reporting Station, the Employer has the right to impose a cap on the total number of employees that can be absent on all forms of scheduled time off, as follows:

(i) Thirty-three and one-third (33-1/3%) of the employees in a particular classification, and

(ii) a maximum of forty percent (40%) of the total work **force** within the particular reporting station.

(b) Priorities

Within the caps provided in (a) above, the following priorities apply:

1st priority - annual vacation schedules

2nd priority - All other forms of scheduled time off provided for in the Agreement.

(c) Qualifications

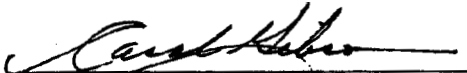

In the event that the requests for time-off exceed the caps provided in (a) above for a particular period of time, approvals will be granted according to the specific priorities, and by seniority.

ARTICLE 26 - NO OTHER AGREEMENT

26.01 Except for the provisions of applicable legislation, this Agreement represents all the terms and conditions which govern the relations between the Union, the Company and those employees of the Company to whom **this** Agreement applies. No other or further terms and conditions, express or implied are applicable, except where, and to the extent of, further mutual Agreements which are committed to writing by the Parties and expressly appended to this Agreement.


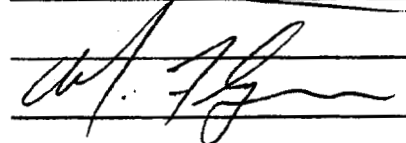
IN WITNESS WHEREOF the **Parties** have hereunto affixed their hands and seals this 27 day of September, 1994.

PARTY OF THE FIRST PART

  
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\_\_\_\_\_

ROGERS CABLE T.V. LTD, - SURREY

PARTY OF THE SECOND PART

  
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LOCAL 213, I.B.E.W.

## APPENDIX ONE

### TECHNICAL FIELD REPRESENTATIVES (TFRs)

The purpose of this Appendix is to set out the terms and conditions of employment for the Technical Field Representatives (TFRs)

1. The following clauses of the main body of the Collective Agreement shall NOT apply to Technical Field Representatives (TFRs) :

2.03	Non-union workmen
2.06	Removal of Conditions
2.08	Work Jurisdiction: Technical Employees
2.09	Protection of Certification
4.03	I.B.E.W. Jurisdiction
5.01	<b>Number</b> of Stewards
6.06	Layoff and Recall
6.07	Employee Rotations
6.08	Promotions to Foreman
6.10	Classifications Change
Article 7	Duties and Definitions of Employees
8.06	Jurisdiction Grievance
Article 10	Automation - Severance Pay
13.03 through 13.07	
13.09 & 13.10	
Article 14	Joint Apprentice Training
15.01 through 15.11	
18.01 through 18.03	Wage Schedule
19.02 paragraph #2	Holiday Pay
22.06(i)	W.C.B. Wages
24.01	Guaranteed <b>Days</b> Off
Article 25	
Appendix Two #1, 3, 4, 5, 7, 8	
Appendix Three	

2. At the discretion of the Company, the TFR shall perform connects, reconnects and disconnects on drops and outlets in all types of buildings (example: MDU, SFU, commercial, etc.) for the purpose of providing cable sales and services between the **tap** and the terminal device, including installation of wallplates, patchcords, MTFs, splitters, drop amps, filters, converters, descramblers, etc., or any other terminal device.
3. (a) Temporary Technical Field Representatives shall be hired for specific periods of time, not to exceed forty-one (41) weeks. Temporary TFRs do not accrue seniority and are not entitled to benefits other than those which are legislated.

- (b) Regular TFRs shall be entitled to those benefits which have not been excluded in 1. above.
4. TFRs shall provide their **own** vehicles and shall be paid a vehicle allowance of \$1.50\* a street address, when performing their duties. This allowance shall be the Company's full responsibility towards a vehicle and operating costs. The TFR shall be required to ensure that the vehicle is properly insured in accordance with the Provincial regulations and to provide proof of insurance to the Company. Vehicles shall be appropriate to perform the work required and shall be maintained in a respectable condition.
  5. The Company agrees to be bound by the applicable provisions of the Canada Labour Code, Part III, as it pertains to notice of layoff. TFRs shall be laid off in reverse order of seniority. A regular TFR who has been laid off shall retain recall rights for six (6) months. Recall shall be in reverse order of the order of layoff.
  6. A regular TFR who becomes redundant due to automation, the introduction of new equipment, methods or reorganization, shall receive one (1) week's severance pay for each completed year of service. The Company is then under no further obligation to hire or employ that individual.
  7. Technical Field Representatives shall be paid on a commission basis in accordance with the schedule of compensation included in this Appendix.
  8. For the purpose of calculating pay for Statutory Holidays or other payment for time not worked, a day's pay shall be considered as the previous four weeks earnings divided by the number of days worked in **the** period.
  9. Vacation pay shall be calculated on gross earnings, excluding the vehicle allowance.

\* increase to \$1.75; March 24, 1996.

**SCHEDULE OF COMPENSATION PAYABLE TO TFRs**

1. SALES AND LEASE

<u>Activity Category</u>	<u>Activity Description</u>	<u>Compensation Per Unit</u>
Sales & Lease	(a) Basic cable service	\$ 4.00
	(b) Full cable service	\$ 7.00
	(c) Extra outlet service	\$ 8.00
	(d) Discretionary service	\$ 7.00
	(e) Converter lease	\$ 6.00



.. HOME VISITS

<u>Activity Category</u>	<u>Activity Description</u>	<u>Compensation per Transaction</u>
Home Visits	(a) Connects, Disconnects or Reconnects	\$ 5.25
	(b) Install or Remove Drop	\$ 5.25
	(c) Equipment pickup	\$ 5.25
	(d) Equipment delivery	\$10.00
	(e) Non-pay collection	\$10.00
	(f) Pre-authorized cheque	\$ 3.00
	(g) Annual payment	\$ 3.00
	(h) Service call without equipment	\$ 7.50
	(i) Office Verification	\$ 5.00
	(j) Collection of Administration Fee	\$ 2.50
	(k) Data Base correction	\$ 2.50


All rates listed above will be increased by the following:

- March 24, 1995 - 1.00%
- March 24, 1996 - 0.05%

3. HOURLY RATE: All assigned **work** requiring an hourly rate \$10.00

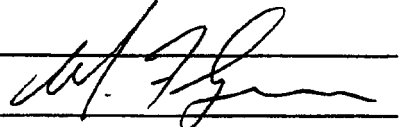
IN WITNESS WHEREOF **the** Parties have hereunto affixed their hands and seals this 27 day of September, 1994.

PARTY OF THE FIRST PART

  
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\_\_\_\_\_

ROGERS CABLE T.V. LTD. - SURREY

PARTY OF THE SECOND PART

  
\_\_\_\_\_  
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LOCAL 213, I.B.E.W.

**APPENDIX TWO**

**LETTERS OF UNDERSTANDING**

**#1 - ARTICLE 2.08 - WORK JURISDICTION**

The Parties agree to the following as it pertains to Article 2.08-Work Jurisdiction.

1. The Employer is free to carry out technical tests of the CATV system to either meet the requirement of their operating license as issued by the C.R.T.C, or to determine that the system satisfies the technical standards of the Employer. A bargaining unit Journeyman Technician will be assigned to assist in the testing.
2. (a) Pursuant to Article 2.08(h), the Company is free to utilize B.C. Telephone Company and CN/CP for the placing of primary (trunk) and secondary (distribution) cable.  
  
(b) If the Company is required to utilize a third party other than stated in (a) above for the placing of fiber optic cable, then the Company and the Union will consult jointly on a case by case basis, as to the placing, maintenance and repair of the fiber cable.  
  
(c) Maintenance and repair by a third party will not be used to erode IBEW bargaining unit work.

**#2 - RECIPROCAL PAY T.V. SERVICE**

- (a) The Employer agrees to continue the arrangements whereby an employee of one of the Companies, living within the service area of one of the other Companies, will continue to receive Pay T.V. service at his residence on the same terms as the employees of the Company providing the service.
- (b) These arrangements will continue so long as the Pay T.V. suppliers are prepared to continue to provide these connections at no charge to the Employer.

**#3 - ARTICLE 14 - CATV JOINT TRAINING COMMITTEE**

The Parties agree that the provisions of Article 14 (14.01 through 14.08) are specifically qualified to the extent of the following:

1. The Parties agree to meet within one hundred eighty (180) days of signing of this Agreement with the purpose of conducting discussions on all of the issues of concern to both parties regarding the J.T.C.,

2. The Employer has the right to conduct training which is supplemental to the training provided under the J.T.C. program. The Parties agree that the right of the Employer to conduct such supplemental training is in no way restricted by **the** Collective Agreement or any other Agreements between the two Parties.
3. For the purposes of conducting supplemental training, the Employer can assign a Non-Union Instructor who will have access to the cable T.V. plant in relation to such training. This access is limited to training only and is not for purposes of performance of job tasks which fall within the jurisdiction of the Technical Employees.

#### #4 - LIGHT DUTY TECHNICAL CLASSIFICATION

1. This classification will:
  - Provide additional positions where some technicians who no longer wish to perform heavy physical labour can continue to provide useful service to the Company if they choose to post into this position.
  - Provide cost savings to the Company.
2. The work would include **job** functions which can be completed using a step ladder that is a maximum of six (6) feet in height.
3. The work would include:
  - a. Reconnects, disconnects, and the repair of service problems occurring between the panel **box** (or IPB) and the subscriber's television.
  - b. **The** work also includes connections, reconnections, and disconnections at the tap provided that a vehicle with an aerial bucket is provided.
  - c. **The service** related work would be restricted to Journeymen who are successful in posting into this classification.
4. **The work** WOULD NOT include prewires or rewires.
5. **The** applicable **job** standards for this position will be no **less** than the job standards for the other technical classification. The difference is that the **job** involves less severe work conditions (e.g. excludes lifting heavy ladders, excludes the placement of aerial drops, involves more inside work).

6. The Company has the right either to not accept into, or not retain in this job classification, individuals who in the Employer's opinion are not able to maintain adequate **job** standards.
7. The rate of pay would be a progressive range from fifty percent (50%) to seventy-five percent (75%), using a four (4) year progression. Employees who move into this classification from another technical classification will be credited for their time served in their former classification for purposes of placement in this new wage rate progression.
8. Applications will only be taken from existing Roger's I.B.E.W. employees, on a seniority basis.
9. Any Technical Employee who chooses to move into this classification must commit to a minimum of six (6) months in this position before **he** can change his mind and apply for a position in his former classification when the Employer is seeking to hire into that former classification.

#5 - ARTICLE 15.04(d) - HEADEND

When headend employees on standby are called after 10:00 p.m., Dispatch will first page them. If there is no response in five minutes, they will be telephoned.

#6 - SERVICE ORDERS: PAY T.V. AND CONVERTER ACTIVITIES

The Employer is prepared to review month-end Pay T.V. and converter service order statistics with the Union, on request.

#7 - ARTICLES 6 and 7 - SUPERVISION OF THE TECHNICAL WORKFORCE:-

1. The Union and the Company agree that, notwithstanding the provisions of Articles 6 and 7 of the Collective Agreement, supervision of **the** technical work force is the right and the responsibility of the Company. It is also agreed by both parties that the Company can hire and assign this responsibility to either "A" foremen, who are members of the bargaining unit, or to non-union supervisors.
2. The parties further agree that the "A" foremen have a responsibility to protect and promote the legitimate interests of the Company, and the Company has the responsibility to support the "A" foremen in the execution of their duties and responsibilities. To this end, the Company, together with the Union and the "A" foremen, shall meet to establish reasonable criteria necessary for the successful performance of an "A" foreman's duties.

Furthermore, the Company will send all current "A" foremen to a supervisory skills training program.

4. After the criteria have been developed, and the "A" foremen have received the training detailed above, the "A" foremen shall meet regularly with their immediate supervisors to review their performances, discuss ways of meeting the criteria and resolving any problems. The Company representatives and the Union will also meet regularly to **discuss** any problems that may have arisen which would prevent the "A" foremen from successfully performing their duties and responsibilities.

The criteria for an "A" foreman shall include but not be limited to:

- promoting the interests and values of the Company.
  - motivating the workforce to meet their required job standards by providing constructive comments and coaching designed to improve performance.
  - efficient and effective deployment of the Company's resources, including manpower.
  - identifying problems and developing plans to correct the problem.
  - demonstrating leadership in developing a cohesive and effective team of employees.
  - identifying and dealing appropriately with disciplinary or potential disciplinary problems.
  - communicating with management to identify problems and recommending and implementing solutions.
  - communicating effectively with employees to ensure that they have the information required to perform their jobs effectively and efficiently.
  - training employees as required.
5. The Company may replace an "A" foreman who does not meet the criteria following the steps necessary for progressive discipline. The "A" foreman shall, upon being replaced, receive the current wage rate of his former classification.
  6. (i) Positions for "A" foremen or non-union supervisors shall be posted for ten work days and may be advertised externally.  
  
(ii) If the successful applicant is a member of the bargaining unit, the position and responsibilities shall be that of an "A" foreman. If not, the position and responsibilities shall be that of a non-union supervisor.

However, if an "A" foreman's position is vacated due to promotion outside of the bargaining unit, retirement, resignation from the bargaining unit, death, permanent

disability or under Article 6.08(f) of the Collective agreement, and the Company decides to fill the position, it shall post the position as an "A" foreman position. This does not preclude the Company's right to reorganize the work force by reassigning the previous incumbent's work to another foreman or to current non-union supervisory personnel.

7. Without restricting the generality of Article 2.08(e), non-union supervisors shall work with tools and have access to the cable t.v. plant to:
- audit the quality of the work performed and the performance of the work force,
  - train the work force, and
  - perform work in an emergency or when there is no technical employee readily available who has **the** skills and ability to perform the work.

#8 **"B" FOREMAN SITION**

The Company and the Union agree that the Employer will continue to maintain at least (2) "B" Foremen positions during the term of this Agreement.

#9 **PURCHASE PLANS**

Bargaining Unit employees shall be allowed to participate in the following Company purchase plan offers, under the terms and conditions of each plan:

- a) Employee Share Purchase Plan
- b) Personal Computer Purchase Plan
- c) Canada Savings Bond Purchase Plan

#10 **EDUCATIONAL REIMBURSEMENT**

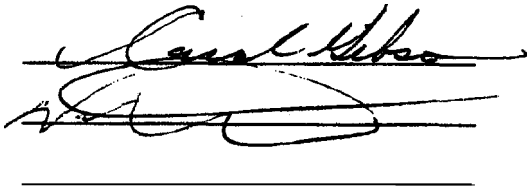
The Company **shall** reimburse an employee's tuition coats for approved, accredited courses under the following conditions:

- 1) A course must be approved, in writing, by the Joint Training Committee prior to registration for said course.
- 2) The Joint Training Committee shall advise the employee prior to registration of **the** reimbursement percentage of the tuition fee.
- 3) Employees may only be reimbursed for one course a semester, or two courses within a twelve month period.
- 4) To receive reimbursement, an employee shall submit the written approval, the original tuition receipt and the

original transcript or proof of successful completion. Educational reimbursement is considered a taxable benefit by Revenue Canada and the amount of reimbursement shall be shown on the employee's T-4 form.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this 27 day of September, 1994.

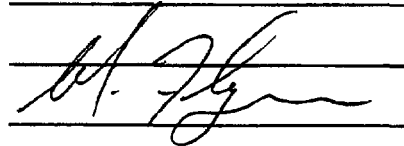
PARTY OF THE FIRST PART



A handwritten signature in cursive script, appearing to read "Carol Miko", is written over three horizontal lines.

ROGERS CABLE T.V. LTD. - SURREY

PARTY OF THE SECOND PART



A handwritten signature in cursive script is written over three horizontal lines.

LOCAL 213, I.B.E.W.

**APPENDIX THREE**

**WAREHOUSEMEN**

**ARTICLE 1.00 - APPLICATION OF APPENDIX**

**1.01 TERMS AND CONDITIONS**

The purpose of this Appendix is to set out the terms and conditions of employment for the Warehousemen who are within the scope of the certification held by the **Union**.

**ARTICLE 2.00 - APPLICATION OF MAIN AGREEMENT**

**2.01 APPLICABLE AND NON-APPLICABLE ARTICLES**

(A) **Main Agreement Application**

The parties agree that the Main Agreement for Technical employees shall apply to the Warehousemen except certain articles specified herein.

(b) **Non-Applicable Articles**

The following articles of the Main Agreement shall **not apply** to **the** Non-Technical employees:

2.03  
2.06  
2.08  
2.09 (b)  
4.01 (a) (c) (d)  
4.02  
4.03  
5.01  
6.06 through 6.08 **and** 6.10  
7.01 through 7.07  
8.06  
13.01  
13.03 through 13.08  
13.10  
14.01 through 14.08  
15.01 through 15.05 (b)  
15.05 (d) through 15.11  
16.01  
18.01 through 18.03  
Appendix One - TFRs  
**Appendix Two - 1, 3, 4, 5, 6, 7, 8, 10**



## ARTICLE 3.00 - EMPLOYEE CATEGORIES AND DEFINITIONS

### 3.01 CATEGORIES AND DEFINITIONS

For the purpose of the administration of this Appendix, the following categories and definitions of employees will apply:

- (a) Regular full-time employee: **An** employee hired to work on the basis of the total weekly hours of work described in Article 7.01(a).
- (b) Regular Part-time employee: **An** employee hired to work less than full-time, but a minimum of twenty-one (21) hours per work week.
- (c) Probationary employee: A newly hired employee who has not successfully completed the probation period provided.
- (d) Casual employee: **An** employee who is hired to work less than twenty-one (21) hours per work week, or who works from time to time on an "on call basis". Casual employees shall not receive the provisions and benefits of Articles 21, 22, 23, 24.01 and 24.03.
- (e) Temporary employee: **An** employee hired for a specific term or project, for a period not to exceed one hundred and eighty (180) consecutive work days. Such period can only be repeated or extended by mutual agreement of the parties. Temporary employees shall not receive the provisions and benefits of Articles 21, 22, 23, 24.01 and 24.03.

Temporary employees may **be** used where there are no qualified part-time or casual employees available to fill a vacancy due to a leave of absence, vacation, or for a temporary short-term project.

## ARTICLE 4.00 - SENIORITY

### 4.01 SENIORITY ENTITLEMENT

- (a) Regular Employees

Only "**regular**" employees (regular full-time or regular part-time) are entitled to the rights and benefits of seniority.

(b) Casual Employees

"Casual" employees shall be entitled to seniority benefits for the purpose of layoff and recall. In the event a casual employee is awarded a regular position, the employee will be credited seniority for all time worked as a casual.

4.02 SENIORITY APPLICATION: LAYOFF AND RECALL PROCEDURES

(a) Staff Reductions

When the Employer determines that a reduction in the **work** force is required within the affected classification, the priorities for layoff shall be as follows:

- temporary and casual employees, then
- probationary employees, then
- regular employees.

(b) Order of Layoff

The most junior employee(s) in the **job** classification being reduced shall be laid off first.

(c) Order of Recall

Recall shall be by seniority within a classification.

ARTICLE 5.00 - JOB POSTING PROCESS

5.01 JOB POSTING

(a) Posting

When the Employer decides to fill a regular employee position, whether vacant or newly created, the position will be posted for at least ten (10) working days in order to provide existing employees with an opportunity to apply. Positions for casual or temporary employees need not be posted.

(b) Reassignment

During the posting and selection period the Employer can fill the position with a casual employee or reassign an existing employee to the position.

## 5 02 MOST SUITABLE CANDIDATE

### (a) Employer's Discretion

The Employer maintains a policy of affording existing employees with an opportunity for promotion and advancement. However, the Employer retains the discretion to choose the most suitable candidate from internal or external applicants based on the criteria of ability, knowledge and qualifications.

### (b) Assignment

In the event that the internal posting process and external hiring efforts do not produce a suitable candidate for a position, the Employer reserves the right to reassign an existing employee to the position.

### (c) External Hiring

External hiring efforts may be conducted during and after the posting process.

## 5.03 Probation Period

- (a) A newly hired employee shall serve a probationary period of 120 workdays.
- (b) If an employee is absent from work for any reason for more than five (5) work days during this period, the probation period shall be extended by the total number of days of absence.
- (c) **An** employee's employment may be terminated at any time within the probation period, if, in the Company's opinion, the employee would not be suitable for permanent employment.

## ARTICLE 6.00 - EDUCATION AND TRAINING

6.01 The Company shall reimburse an employee's tuition costs for approved, accredited courses under the following conditions:

1. A course must be approved, in writing, by **the** Joint Training Committee prior to registration for said course.
2. The Joint Training Committee shall advise the employee prior to registration of the reimbursement percentage of the tuition fee.

3. Employees may only be reimbursed for one course a semester, or two courses within a twelve month period.
4. To receive reimbursement, an employee shall submit the written approval, the original tuition receipt and the original transcript or proof of successful completion. Educational reimbursement is considered a taxable benefit by Revenue Canada and the amount of reimbursement shall be shown on the employee's T-4 form.

**ARTICLE 7.00 - HOURS OF WORK**

7.01 (a) **Warehousemen - Daily Hours/Work Week**

The daily hours of any full time shift for Warehousemen, shall be eight (8) consecutive working hours, excluding the unpaid meal break. The regular work week shall consist of five (5) consecutive work days in a seven day period, only one (1) work day of which can be a Saturday or Sunday.

(b) **Casual and Temporary - Daily Hours**

The daily hours for casual and temporary employees shall be as required to meet the needs of the operation, with a minimum of three (3) and up to eight (8) consecutive straight-time hours of work in a working day, excluding the unpaid meal break.

7.02 **SHIFTS**

Shifts may be scheduled, according to the following:

<u>Work Shift</u>	<u>Between the Hours of</u>
Day shift	07:00 and 18:00
Afternoon shift	12:00 and 23:00

7.03 **MEAL BREAKS - GENERAL**

(a) **Scheduling**

Meal breaks shall be unpaid. The Employer reserves the right to stagger meal breaks in order to insure the continuity of coverage in all **job** functions.

(b) **Duration**

The duration of meal breaks will be a minimum of one-half (1/2) and a maximum of one (1) hour, depending on the operational requirements of the department.

#### 7.04 SHIFT PREMIUMS

(a) Premium Application

**Any** applicable shift premium is payable on the straight-time hourly earnings for the applicable hours actually worked. Where authorized overtime is worked before or after a scheduled shift, the applicable overtime premium replaces the shift premium.

(b) Application - Part-Time, Casual, Temporary

Shift premiums are payable only as follows:

- (i) For all hours on shifts terminating after 18:00 hours of the same day or starting before 07:00, a premium of **six** and one-half percent (6 1/2%) of the straight-time hourly rate paid.
- (ii) For all hours worked between the hours of 07:00 on Sunday to 23:00 Sunday night, a premium of six and one-half percent (6 1/2%) of the straight-time hourly rate paid.
- (iii) No more than one (1) premium is payable at one (1) time. Premiums are never compounded or pyramided. In any situation where two (2) premiums would appear to apply at the same time, only the larger premium is applicable.

(c) Application - Regular Full-Time

Shift premiums are payable to regular full-time employees at the rate of six and one-half percent (6 1/2%) for afternoon shifts, for the full shift worked during the prescribed and applicable hours specified in Article 7.02.

#### 7.05 OVERTIME - GENERAL

(a) Application

Overtime occurs only **where** the daily working hours **exceeds** eight (8) in one shift or for work performed on the employee's sixth (6th) or seventh (7th) work **day** in one (1) work week.

(b) Premium

All overtime pay is to be at straight-time, plus a premium of one hundred percent (100%), making a total of two hundred percent (200%) of the employee's regular straight-time rate.

(c) Nearest One-Quarter (1/4) Hour

All overtime to be calculated to the nearest one-quarter (1/4) hour.

(d) Statutory Holiday

All time worked on such Statutory Holidays as are provided for in this Agreement shall be considered as overtime and shall be paid at two hundred percent (200%) of the employee's regular straight-time rate, or the employee may elect to be paid straight-time rates for the overtime hours and take an equal number of hours as time off. Such time off must be taken according to a schedule acceptable to the employee's Supervisor within thirty (30) days of the end of the pay period in which the overtime was worked.

(e) Fair Distribution

Where overtime is necessary, the Employer shall make every effort to see that such overtime is distributed among employees on a fair and equitable basis, provided they are qualified and available to do the work. Wherever possible, employees will be advised in advance when overtime is required.

7.06 REST BREAKS

(a) Number and Length

All employees are entitled to two (2) paid-time rest **breaks** during the course of each full shift of six (6) hours or more. Each rest break will be a maximum of fifteen (15) minutes in total duration from the time that **productive** work stops **until** productive **work begins** again.

(b) Short Shifts

Employees who work three (3) or more, but less than **six (6)** hours in a shift are entitled to one (1) paid-time rest break.

(c) Staggered Breaks

The right is reserved by the Employer to stagger rest breaks in order to insure continuity of coverage in all **job** functions. However, every effort will be made to insure that employees are not required to work in excess of two (2) hours without a break.

(d) Waiving Breaks

The employee cannot choose to waive the rest break and add the rest break time to lunch breaks.

**ARTICLE 8.00 - TRANSPORTATION**

8.01 When an employee is required to travel more than three (3) blocks on Company business, transportation shall be provided or paid for by the Company. When mutually agreeable, an employee may use his own vehicle and be compensated at the mileage rate of 25 cents/kilometer, plus parking expenses.

**ARTICLE 9.00 - STATUTORY HOLIDAYS**

9.01 **STATUTORY HOLIDAY SCHEDULE**

(a) Regular Full-Time Employees

Regular full-time employees shall be entitled to pay at regular rates for all statutory holidays in accordance with Article 19.01 of the Main Agreement.

(b) Part-Time, Casual, and Temporary Employees

Part-Time, Casual and Temporary employees will receive four point eight percent (4.8%) of the regular straight-time earnings, not including overtime or premiums, in lieu of all other forms of Statutory Holiday pay or entitlements.

**: 1 - ANNUAL VACATION**

10.01 **ANNUAL VACATION TIME AND PAY ENTITLEMENTS**

(a) Regular Employees

Regular employees shall become entitled to vacation time and to vacation pay in accordance with Article 20.01 of the Main Agreement.

(b) Regular Part-Time Employees

Regular part-time employees shall receive vacation time in accordance with Article 20.01 of the Main Agreement. They will also receive vacation pay, but calculated only by percentage of weekly gross earnings in accordance with the length of service and percentage schedule in Article 20.01 of the Main Agreement.

(c) Casual and Temporary

**Casual** and Temporary employees will receive four percent (4%) of their gross earnings in lieu of any and all other forms of vacation pay or entitlements. This vacation pay will be calculated and paid in each pay period.

**ARTICLE 11.00 - HEALTH AND WELFARE BENEFITS**

11.01 HEALTH AND WELFARE PLAN: EMPLOYER'S CONTRIBUTION

Contributions will not be made for casual or temporary employees.

11.02 REGISTERED RETIREMENT SAVINGS PLAN

Contributions will not be made for casual or temporary employees.

**ARTICLE 12.00 - GUARANTEED DAYS OFF**

12.01 The following qualifications apply to the application of Article 24, Guaranteed Days off, and Article 25, Time off Scheduling.

- (a) Guaranteed days off cannot be scheduled during the preparation for or taking of inventory.
- (b) Within the warehouse, no more than 25% of the warehouse employees can be absent at any one time on any form of scheduled time off, without the express approval of management.
- (c) No more than five (5) guaranteed days off may be taken in advance of scheduled annual vacation. All outstanding vacation days must be scheduled and taken before any additional guaranteed days off can be scheduled. Provided that annual vacation has been scheduled, requests for discretionary leaves of absence under Article 24.02 shall not be withheld unreasonably.

**ARTICLE 13.00 - UNION SECURITY**

13.01 UNION MEMBERSHIP

- (a) All employees who fall within the scope of the certification held by the Union shall become and remain members in good standing of the Union as a condition of employment.
- (b) All new employees who fall within the scope of the Union's certification must, within thirty (30) days, join the Union and maintain their membership in good standing.



WAGE SCHEDULE

	<u>Mar. 24</u> <u>1994</u>	<u>Mar. 24</u> <u>1995</u>	<u>Mar. 24</u> <u>1996</u>	<u>Mar. 24</u> <u>1997</u>
<u>Warehouseman I</u>				
Start	9.69	9.69	9.74	9.74
6 months (1040 hrs.)	10.13	10.13	10.18	10.18
12 months (2080 hrs.)	11.40	11.40	11.46	11.46
18 months (3120 hrs.)	12.04	12.04	12.10	12.10
24 months (4160 hrs.)	14.27	14.27	14.34	14.34

Warehouseman II

Start	12.13	12.13	12.19	12.19
6 months (1040 hrs.)	13.19	13.19	13.26	13.26
12 months (2080 hrs.)	14.57	14.57	14.64	14.64
18 months (3120 hrs.)	16.01	16.01	16.09	16.09
24 months (4160 hrs.)	17.61	17.61	17.70	17.70

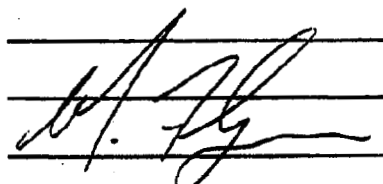
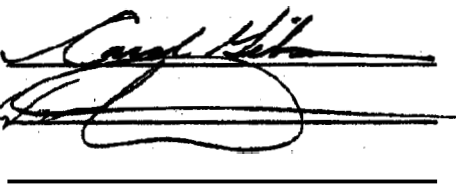
NOTE :

Employees shall progress through the wage schedule when they have worked the number of straight-time hours equivalent to full-time employment.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this 27 day of September, 1994.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART



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