

**CABLEVISION AGREEMENT**

**BETWEEN**

**ROGERS CABLE INC. - VANCOUVER**

**AND**

**TELECOMMUNICATIONS WORKERS UNION**

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THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000

BETWEEN:

ROGERS CABLE INC. - VANCOUVER  
(hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

TELECOMMUNICATIONS WORKERS UNION  
(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, 1998 and shall continue in full force and effect until Midnight on the 23rd day of March, 2004, 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 four (4) months prior to the 23rd day of March, 2004, 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 sex.

## **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 President or an appointee 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 President or an appointee of the Union.

### 2.04 Union Activity

No Union Representative, 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 Removal of Conditions

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 Union Representative. An employee has the right to have a Union Representative present at any discussion with supervisory personnel which shall result in disciplinary action.
- (b) If discipline is noted in an employee's personnel file, the employee and the Union Representative shall be so advised by the Company.
- (c) Employees shall be entitled to review their personnel files upon request and with reasonable notice of at least one (1) week to the Company.

The Company shall remove disciplinary records from the employee's personnel file that are two (2) years or older, except for those considered to be serious by the Company.

## 2.08 Work Jurisdiction: Technical Employees

### (a) Purpose

The purpose of this Article is to present in detail the areas and categories of work which are to be performed exclusively by Technical Employees covered by this Agreement.

Technical Employees means Foremen, Journeyman Technicians, Installers, Apprentices and Technical Field Representatives.

### (b) The Company's C.A.T.V. System – Definition

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

- (i) The physical hybrid fibre-coax (HFC) system carrying C.A.T.V. signals to customers' premises which is owned or controlled, directly or indirectly, by the Company, from the point where these signals are received, through the distribution system, to and including multiple outlet splitters and wall plates within customers' premises.
- (ii) This includes all integral C.A.T.V. signal 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, and active and passive devices on the signal path.

### (c) Exclusive Work Jurisdiction – C.A.T.V. System

- (i) Except as qualified herein and in the Appendices, Technical

Employees shall have exclusive jurisdiction for the purposes of technical work to perform construction, installation, repair, service and maintenance work on the Company's C.A.T.V. System.

- (ii) In addition, Technical Employees shall be assigned to install in the customers' homes the following stand-alone devices: converters, Internet modems (excluding Network Interface Cards), and pay t.v. devices, where such installations are coincident with connection or service work.
- (iii) The following work shall not be within the exclusive work jurisdiction of the Technical Employees:
  1. installation, maintenance, service and repair of equipment on the C.A.T.V. system before the signals enter the HFC distribution system, or in primary hubs, in emergencies, or when competent Technical Employees are not readily available;
  2. design integration activities before the signals enter the HFC distribution system, or in primary hubs;
  3. installation, warranty maintenance, and service, for two (2) years after the completion of the installation, before the signals enter the HFC distribution system, or in primary hubs, of equipment and/or products not existing on the Company's C.A.T.V. System as of the date this Collective Agreement is signed;
  4. installation, warranty maintenance, and service, for two (2) years after the completion of the installation, before the signals enter the HFC distribution system, or in primary hubs, of components and/or equipment that increases the breadth and/or quality of the services provided on the Company's C.A.T.V. System;
  5. installation, maintenance, service and repair of equipment owned or controlled by a third party, or providing products and/or services of a third party;
  6. installation, application, maintenance and/or use of computers and software applications, monitoring or control systems;
  7. the SONET network and/or equipment before the signals enter the HFC distribution system or in primary hubs;
  8. telephony network and/or equipment with the exception of equipment that is part of the HFC system from the point where

the signals enter the HFC system to the wall plates in customers' homes, if the purpose of such equipment is to provide both C.A.T.V. and telephony services; and

9. security services and/or equipment.

Note: The installation referred to in points 3 and 4 above shall be deemed to be completed when the equipment is put into service.

- (iv) Nothing in the description of exclusive work jurisdiction in (c) (i) and (ii) shall give the Technical Employees any jurisdiction over programming, network monitoring and control, or any other work performed by employees who are not within the bargaining unit.

(d) Excluded and Discretionary Jurisdiction

The Technical Employees have no claim or control over other work on the Company's C.A.T.V. System or in relation to any aspect of the Company's physical plant, premises, vehicles, equipment or services except as provided in 2.08(c) above.

Further, at its discretion, the Company may use:

- (i) Collectors (including auditors) to disconnect cable for non-payment of services;
- (ii) Sales Persons to:
  1. connect patch cords and/or MTFs to existing cable in customers' premises for the purpose of new sales or resales, and/or;
  2. connect customer terminal devices, provided that such connections do not involve alterations to the existing service by changing wall plates, installing splitters, or relocating outlets, and/or;
  3. install or remove filters coincident with terminal device calls.

Sales Persons shall not perform any repair or maintenance work, nor shall they perform disconnects or reconnects other than those specified in (d)(ii) above.

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

- (e) Technical Employees who have the skills and abilities shall be involved in the installation, maintenance and restoration of equipment that is not within their exclusive work jurisdiction as described in 2.08 (c) (iii), 2, 3 and 4.
- (f)
  - (i) The Company further agrees that upon all electrical/electronic C.A.T.V. work within the exclusive jurisdiction of the Technical Employees, as described in this Article, done by, for, on behalf of, or at the instance of the Company, whether done directly or indirectly under contract or sub-contract, only members in good standing of the Telecommunications Workers Union or the International Brotherhood of Electrical Workers shall be employed.
  - (ii) Notwithstanding 2.08 (f) (i), and except as qualified in the Appendix, or in an emergency, maintenance work shall only be assigned to members of a Rogers' bargaining unit.
- (g) The Company is free to have electrical and electronic components and/or equipment repaired or overhauled by manufacturers, suppliers, or other outside service facilities, when such components and/or equipment are under warranty, or when it is not feasible for the Company to provide the facilities, equipment or materials to perform such tasks. This does not entitle the Company to cease doing repair and overhaul work traditionally assigned to the Technical Employees. The Company will continue to maintain a bench for the purpose of doing such repair and overhaul work.
- (h) The 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 Company, whether done directly or indirectly under contract or subcontract, only members in good standing of the Telecommunications Workers Union or the International Brotherhood of Electrical Workers shall be employed.

## 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 Telecommunications Workers Union or 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 C.I.R.B. 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) (i) 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.

- (ii) Each pay period, the Company shall deduct from each employee's pay cheque an amount equal to the membership dues of the Union.
- (b) The Company agrees further to deduct from the employees' pay cheques any lawful assessments which may be made against members of the Union, provided such assessments are made pursuant to Sec. 95 (e) of the *Canada Labour Code*
- (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 Licence

- (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 Licence.
- (b) In the event that an employee's Driver's Licence 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 Licence is restored or such reassignment or alternate job is available.

- (c) 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.
- (d) 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.
- (e) 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 Union Membership

- (a) (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 120 work days probationary period.
- (ii) 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.
- (iii) 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.

(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 Notification to Union

The Company agrees to inform new employees that a Collective Agreement is in effect. New employees will be introduced to a representative of the Union's choice within five (5) work days of reporting to work and shall be allowed thirty (30) minutes with the Union Representative.

4.03 T.W.U. Jurisdiction

The Company understands that jurisdiction relating to local matters is governed by the Union. The Company also agrees that, provided such jurisdiction matters do not adversely affect the legitimate business interests of the Company, the right is reserved to the Union to deal with such jurisdiction matters.



## **ARTICLE 5 - UNION REPRESENTATIVES**

### **5.01 Number of Representatives/Counsellors**

Within reason, the Union shall have the right to appoint such Union Representatives as are required to provide employees with adequate Union representation, as described in article 5.02.

### **5.02 Responsibility of Union Representatives**

#### **(a) Reasonable Time**

It is the responsibility of the Union Representative 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.

#### **(b) Time Away From Work**

In circumstances where a Union Representative 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 Union Representative to leave the immediate work area to which he is assigned, the Union Representative will advise a management representative before leaving and of the approximate time away from his duties, and when he returns to them.

#### **(c) 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 Representative Work Area**

Except as herein provided, or unless the Company and Union mutually agree, a Union Representative shall only conduct the proper business of the Union within the work area to which he is assigned by the Company. A Union Representative may conduct the proper business of the Union in another work area if the Company and the Union agree that he has special expertise which is required or if the Union Representative is absent and the Company has been so advised. Agreement shall not be withheld unreasonably.

#### 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 Representatives 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, excluding WCB absences, 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 19.01.

(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.

6.03 Seniority Lists

(a) Date and Information

The Company agrees to post seniority lists in January of 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

- (i) When there is a reduction in the workforce, prior to laying off any technical employees, the Company shall first terminate the services of contractors performing exclusive bargaining unit work or performing work that is normally performed by the Company's technical employees on a regular and ongoing basis, provided that the remaining employees are qualified and competent to perform the work remaining to be done. Furthermore, the Company will not contract out this work until all laid off employees have been given recall notice pursuant to the provisions of Articles 6.02 and 6.06 (b), provided that the laid off employees are qualified and competent to perform the work required to be done.
- (ii) Layoff of employees shall be by reverse order of seniority, provided that those employees not laid off are, in the Company's opinion, competent to perform the required work within a reasonable period of time and with reasonable training requirements and costs. Restrictions on work which can only be performed by journeymen under the provisions of Articles 7.05 and 7.07 shall not apply to those employees remaining. An installer assigned journey person work as described under the provisions of Articles 7.05 and 7.07 shall be paid at the applicable rate of pay. An employee in this category shall revert to work within his previous classification as soon as sufficient work is available in that classification.
- (iii) 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 Foremen

Temporary "A" Foreman positions which result from a scheduled absence of more than three (3) working days shall be staffed pursuant to Article 7.02(d).

(c) Foreman Replacements

(i) The Employer is not required to replace "B" Foremen.

(ii) The Employer is not required to replace an "A" Foreman who is on an unscheduled absence until the absence exceeds three (3) working days.

(d) 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.

(e) Foreman Trial Period

An employee who accepts a permanent Foreman position will be on a trial period for three (3) months. 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 as a Foreman, then he may return to his former position.

(f) Foreman Resignation

An employee who holds the position of a permanent Foreman may elect to return to his former position after serving written notice of thirty (30) days to the Employer.

(g) Foreman Training

A permanent Foreman may, on request, and with the mutual approval of the Employer, return to his former position for the purpose of maintaining his skills and knowledge as a Technical employee. A Foreman who utilizes this option will be paid the applicable wage rate for the Technical position he returns to and he will have up to three (3) months during which he can decide to resume his Foreman's role.

(h) Loss of Foreman Rate

If a Foreman, for any reason, stops holding the position of a foreman, he shall stop receiving the foreman premium and shall return to the wage rate of the classification for which he is qualified.

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 Reassignment

The Employer may reassign an employee to work in a lower classification. Where such reassignment occurs, the employee will continue to be paid the wage rate for his regular 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 (1) "A" Foreman.

(b) Maximum Supervised

An "A" Foreman shall direct and supervise the work of a maximum of eighteen (18) workmen.

(c) Working with Tools

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

1. Giving instruction to other Technical Employees, and/or
2. In emergency situations, and/or
3. Any unusual situation with the prior consent of the Union.

(d) 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 (d) 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) Working with Tools

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



(c) Foreman Selection

Employees who are interested in serving as a "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(d).

7.04 Wage Rates for Foremen

The wage rates payable to employees designated as Foremen will be those specified in Article 17.02 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

Two (2) Union representatives shall present a grievance to two (2) representatives of the Company within fourteen (14) days of the occurrence of the grievance or within fourteen (14) days of when the grievor could reasonably have known of the grievance.

The Company shall have fourteen (14) days to respond in writing to the grievance. If the Company responds after fourteen (14) days, the Union shall decide within fourteen (14) days after receiving the Company's response whether to proceed to Step 2 of the grievance procedure.

Should the Company not respond, the Union may at any subsequent time decide to proceed to Step 2 of the grievance procedure.

### Step 2

If the Union decides to proceed to Step 2 of the grievance procedure the Company shall meet with a minimum of two (2) Union representatives within twenty-one (21) days of being notified by the Union that the Union is advancing the grievance to Step 2 of the grievance procedure.

The Union shall identify the article or articles of the Agreement alleged to have been infringed upon or violated and the resolution sought at the time it notifies the Company that it is advancing the grievance to Step 2.

The Company shall have twenty-one (21) days after the Step 2 grievance meeting to respond in writing to the Union. If the Company does not respond within twenty-one (21) days, the Union shall decide with twenty-one (21) days of the Company's response to Step 2 of the grievance procedure whether to proceed to Step 3 of the grievance procedure.

Should the Company not respond, the Union may at any subsequent time proceed to Step 3 of the grievance procedure.

### Step 3

The third step of the grievance procedure shall be a reference to Arbitration, which shall be conducted in accordance with the Arbitration provisions of this Agreement.

### 8.03 Union Representative 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, provided the time off is within the cap provided in Article 24.00. (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 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 grievance procedure, the Company and the Union shall, within five (5) work days, each appoint one (1) arbitrator who shall be a member of the Arbitration Board. This does not preclude either party from suggesting that the arbitration be adjudicated by a single person Board. Should a single person Board be mutually agreeable to the Company and the Union, the parties shall confer and agree upon a mutually agreeable arbitrator. In the event that the parties cannot agree upon a mutually agreeable arbitrator, then the grievance shall be heard by a three person arbitration board, and the procedure for selecting such an arbitration board outlined below shall apply.

### 9.02 Chairperson

Unless the parties mutually agree to a single person Board, the Company and the Union shall, within ten (10) work days, endeavour to agree upon and appoint an impartial Arbitrator who shall be a third member and the chairman of the Arbitration Board. In the event that the Parties fail to agree upon the selection of such an impartial Arbitrator, then the parties shall mutually request that an appointment be made pursuant to the provisions of the *Canada Labour Code*.

### 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 meeting. However, if either party brings forward new information that causes the other party to abandon or withdraw the grievance subsequent to the third step, the costs, fees and expenses of the Board Chair will be split by the parties.

### **ARTICLE 10 - AUTOMATION - SEVERANCE PAY**

10.01 The Company shall provide a minimum of eight (8) days severance pay for each year of service to employees who become redundant due to automation or 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, provided that the vacant position requires similar or less job skills. Severance pay shall be utilized only when an employee fails to assimilate the required training within a reasonable period of time, not to exceed three (3) months.

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 six (6) 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 six (6) 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.

10.04 At any time during the six (6) month deferment period, an employee may exercise an option to be treated as a laid off employee under the provisions of Article 6.06. If an employee chooses to exercise this option, the rights and benefits of this Article shall no longer apply.

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

11.01 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.

### **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 Representatives 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 Representative, 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 terms 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 employees, 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) qualified persons constitute a crew working together on a hazardous job location.

(b) Equipment Location

The Company recognizes that it is important when designing, constructing and maintaining physical plant components, to have regard for the specific placement of equipment, with a view to the elimination of hazardous work situations. Accordingly, wherever practical to do so, new installations, or the rebuild of existing installations, will be designed accordingly.

(c) 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 qualified persons 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) qualified persons shall constitute a crew.

(c) Dangerous Jobs

The parties recognize and agree that in addition to the work situations detailed in paragraphs (a) and (b) above, there are other work situations which, from time to time, may be dangerous because of particular locations, conditions, or circumstances. Where an employee reasonably considers a particular work situation to be dangerous as defined under the provisions of the *Canada Labour Code, Occupational Safety and Health*, the employee shall report the circumstances to the immediate managerial representative and a member of the Safety Committee. The requirements for investigating a report shall be followed.

(d) 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 the Canada Occupational Safety and Health Regulations and the Rogers Health and Safety Standards.

(e) 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* and the *Canada Occupational Safety and Health Regulations* shall apply.

Note: A qualified person shall be a person trained or experienced in the safety practices or procedures relevant to the work performed.

13.05 Climbing Equipment

The Company shall provide adequate training or retraining and a set of climbing gear to each employee it requires to climb. 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
8. Safety Vest

(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

- (a) 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.

- (b) The Company agrees that if it modifies the operational functions of its vehicles, it will provide information sheets in the vehicles and to the person the operator reports to; and training where required.

#### 13.10 Shift Safety

- (a) For the purpose of safety, a minimum of two (2) men shall constitute a shift.
- (b) The Company is not required to assign two (2) men to a vehicle.
- (c) If, in the opinion of the person working on shift, assistance is required, he shall not do any work requiring assistance until that help is available.

### **ARTICLE 14 - APPRENTICESHIP AND JOURNEYMAN TRAINING**

#### 14.01 Apprentice Joint Training Committee

An Apprentice Joint Training Committee composed of three (3) managerial members and three (3) technical members shall be established. The TWU shall appoint two (2) technical members, one each from the Vancouver and Surrey bargaining units. The third technical employee shall be appointed from another bargaining unit which has provisions for apprentices.

#### 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 the Union. 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

The Company shall provide the level of funding it deems sufficient to finance the Joint Apprenticeship Training Program.

Money left in the Trust when the current industry J.T.C. 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, Sunday through Saturday, for a total regular work week of forty (40) working hours, subject to the applicable premiums where provided for in this Agreement.

Notwithstanding the above, employees may volunteer to work schedules that fall outside of the regular work week of Sunday through Saturday and may do so, upon approval by the Company, and with no penalty cost to the Company, but with applicable premiums as 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

Employees scheduled for standby shall be paid three (3) hours of regular pay 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 thirteen dollars (\$13.00) (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 early morning start before regular starting time is entitled to a paid meal. The breakfast limit is ten dollars (\$10.00). Employees called out on overtime shall be paid for meals as above, after four (4) hours work.

(d) Overtime Rest

(i) An employee who works emergency overtime that continues past his scheduled regular start time, shall be paid overtime rates for all consecutive hours worked. If the employee does not complete his scheduled regular work day, he shall be paid his straight-time rate for the duration of the work day.

(ii) If the emergency overtime ends before the start of the employee's regular work day, the employee shall return to work after eight (8)



hours rest, but only if he can do so for four (4) hours or more of his scheduled work day. If the employee cannot return to work, he shall be paid eight (8) hours at straight-time rates for the day.

Example: An employee who is scheduled to work from 9:00 am to 5:30 pm, who works emergency overtime until 1:00 am, shall return to work at 9:00 am and work his regular day. If this employee works emergency overtime until 3:00 am, he shall return to work at 11:00 am, and be paid his straight-time rate for eight (8) hours. If this employee worked emergency overtime past 5:30 am, he would not have time to return to work, but would be paid his straight-time rate for eight (8) hours.

(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 23.01(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 overtime in January of the following calendar year. Upon written request and the submission of required documents, an employee may authorize the payout to be directed to his registered retirement savings plan (RRSP). 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.
- (d) (ii) Individuals hired after March 17, 1994, shall not be protected by the cap on the number of shifts worked.
- (e) Emergency Changes

In an emergency, the immediate supervisor or designate 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) No report pay will be paid if the employee is advised at least twenty-four (24) hours preceding his scheduled shift, not to report to work.

#### 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 Free Zone

The area designated as the Free Zone shall be the Vancouver licensed area.

#### 15.10 Travelling Time and Expenses

- (a) Reporting Stations

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

- (b) Travelling and Expenses

Any occasion when employees are required to report at the regular starting time to a work location which is not a reporting station or not within the Free Zone, each employee required to do so shall be paid at the rate of forty (40) cents per direct line kilometer for travelling time, and if transportation is not provided by the Employer, an additional twelve and one-half (12 1/2) cents per direct line kilometer will be paid for travelling expenses. Where applicable, these allowances will be paid both to and from the location in question.

(c) Expense Calculation

Direct line kilometers are determined by calculating the distance in a direct line from the circumference of the Free Zone, or from a Reporting Station outside of the Free Zone, whichever is applicable, to the location where the employee is required to report for work along a straight line drawn from the center of the Free Zone, or from the Reporting Station, 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.

15.11 Rest Breaks

- (a) 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.
- (b) Technical field employees will take such rest breaks en route between jobs. Any excess travel time to rest break locations, which are not en route, between jobs, will be part of the rest break time.

15.12 Personal Vehicles

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

**ARTICLE 16 - TOOLS**

- 16.01 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 - WAGE SCHEDULE**

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

### 17.02 Technical Wage Scales

(a) Journeyman C.A.T.V. Technicians

Effective Date:

March 24, 1999 - \$25.92 per hour

March 24, 2000 - \$26.70 per hour

March 24, 2001 - \$27.50 per hour

March 24, 2002 - \$28.32 per hour

March 24, 2003 - \$29.17 per hour

(b) C.A.T.V. Apprentices

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) C.A.T.V. Installers

An Installer shall be paid an hourly rate calculated as percentage of the hourly rate for C.A.T.V. 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 C.A.T.V. Journeyman Technician.

(e) "B" Foremen

"B" Foremen shall receive a rate of five percent (5%) above a C.A.T.V. Journeyman Technician.

17.03 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 17.02.

(c) Classification Change

Journeymen will not have their hourly rate reduced as a result of a change in technical classification in reference to Article 6.06.

**ARTICLE 18 - PAID HOLIDAYS**

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

New Years' Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
B.C. Day  
Labour Day

Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day  
Half day Christmas Eve  
Half day New Year's 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.

18.02 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(a).

18.03 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 19 - EARNED VACATIONS**

19.01 (a) Employees hired before January 1, 1993 shall be 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 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%
16 years	5 weeks & 1 day	10.4%
17 years	5 weeks & 2 days	10.8%
18 years	5 weeks & 3 days	11.2%
19 years	5 weeks & 4 days	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	Prorated at 3 weeks	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%

#### 19.02 Earned Vacations

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.

#### 19.03 Cut-Off Date

The annual cut-off date for the accumulation of vacation time/pay under Article 19.01 above, is December 31st.

#### 19.04 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 shall 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 24.01.

(f) Calendar Changes

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

(g) Schedule Cut-Off Date

The Company shall notify employees who have not scheduled vacation by June 1st and, in consultation, will then schedule their unused vacation periods, which shall be taken before December 31st.

If vacation periods cannot be mutually agreed upon, the Company shall designate them.

#### 19.05 Vacation Pay Reduction

- (a) 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.
- (b) Vacation pay shall be reduced on a pro-rated basis if an employee is absent for more than a total of thirty (30) days due to Workers' Compensation. The first thirty (30) days absence for Workers' Compensation shall not be counted when determining the pro-rated reduction of vacation pay due to such absence.

#### 19.06 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.

19.07 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 20 - PAYMENT FOR TIME NOT WORKED**

#### 20.01 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.

#### 20.02 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.

20.03 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 66-2/3% daily wages.

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 21 - HEALTH AND WELFARE BENEFITS**

21.01 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

Effective March 24, 1999, the Company's monthly contributions towards the total premium costs for the employees shall be:

Family	-	\$252.41
Couple	-	\$246.41
Single	-	\$166.76

Subject to receiving the notice provided for in Article 21.07, 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 Company's monthly contributions to premium costs for employees shall be increased as follows:

March 24, 2000	\$10.00 per employee per month
March 24, 2001	\$10.00 per employee per month
March 24, 2002	\$10.00 per employee per month

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

#### 21.02 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 Union's Health and Welfare Benefits Administrator within fifteen (15) days of its being notified of the changes.

#### 21.03 Payment of Contributions for New Employees

- (a) If employment commences from the first (1st) to the fifteenth (15th) of the month, the Employer will contribute for the full months' payment and coverage will commence on the first day of the month following three (3) months of employment.
- (b) If employment commences after the fifteenth (15th) of the month, the Employer makes no payment to the Plan until the first day of the month following, and coverage will commence on the first day of the month following three (3) months of employment.

#### 21.04 Contributions and Coverage in Relation to Terminations or Layoff

- (a) When an employee terminates, or is laid off, the Employer will make full payment for the entire month regardless of the number of days worked.
- (b) An employee will receive coverage for the following month after termination or layoff. The premium payment for this additional months' coverage comes from the employee's reserve. Therefore, when the employee returns to work his health and welfare coverage will begin on the first day of the month following the month he was rehired.

#### 21.05 Prorate Contributions

When an employee works for more than one Employer in the same month, costs for a full month's coverage will be divided on a prorata basis.

#### 21.06 "Time Worked" and Prepayments

- (a) For the purpose of determining the amount of contributions, time off for annual vacation, statutory holidays, Workers' Compensation, sick leave, or any authorized leave of absence is to be considered as time worked.
- (b) Employees going on approved extended leave of absence are REQUIRED TO PRE-PAY for all coverage wanted BEFORE leaving. Payments are to be made directly to the administration office of the Plan. If this is not done, all coverage will cease one month after the last full month's of Employer's contributions.

#### 21.07 Employee's Obligation for Notification of Changes of Status for Coverage

Employees must inform the Employer and the Administrator of any change in status which affects the employees' coverages. This includes change in marital status and addition or deletion of dependents. The Employer and the Union's Health and Welfare Plan are absolved of any and all responsibility in relation to an employee's failure to provide change of status information.

#### 21.08 Workers' Compensation Supplement

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.

#### 21.09 Time Off for Visit to Doctor

##### (a) Paid Time Off

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.

21.10 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 22 - PENSION AND RETIREMENT**

22.01 (a) The Employer will contribute on behalf of each employee 7.51% of annual earnings and the employee will contribute one percent (1%) of gross 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 22.01(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.

22.02 Pension Contributions

(a) Financial Institutions

Pursuant to Article 22.01, 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) One Institution

The Employer will deposit funds for all of its employees into the designated institution. Employees may not individually request that these funds be deposited in a separate financial institute.

(c) 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.

(d) Restriction on Changes

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

(e) Union Responsibility

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

**ARTICLE 23 - GUARANTEED DAYS OFF**

23.01 Maximum Days

- (a) Guaranteed days off without pay to include a total of twenty-six (26) working days in a calendar year are guaranteed by the Company subject to the conditions contained herein. This provision to become effective January 1, 1987.

(b) Block of Days

Subject to 23.01(e), the twenty-six (26) guaranteed days off may be taken in blocks of any number of days (1 - 26).

(c) Notice

The employee must provide a minimum of one (1) month's notice for blocks of five (5) days or more, 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.

23.02 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.

23.03 Union Leave

An employee shall be allowed time off without pay for Union business subject to the following conditions:

(a) Number of Employees

Not more than two (2) employees from a department can be absent on Union leave at one time, and not more than three (3) employees in total can be absent on such leave at one time.



(b) Maximum Leave

- (i) No employee can take more than ten (10) work days of leave in a calendar year. This limit shall not apply to members of the bargaining committee.
- (ii) An employee may take up to an additional twenty (20) days under the provisions of Article 23.01. Such days shall not be subject to the restrictions of Article 23.01 (e).

(c) Notice

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

23.04 Maternity and Parental Leave

The Company agrees to be bound by the applicable provisions of the *Canada Labour Code*.

**ARTICLE 24 - TIME OFF SCHEDULING**

24.01 (a) Total Time Off

Within a department in a reporting station, the Company has the right to impose a cap of thirty-five percent (35%) on the total number of employees that can be absent at one time for any reason (e.g., .49 of an employee rounds down; .50 of an employee rounds up).

(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 25 - NO OTHER AGREEMENT**

25.01 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 \_\_\_\_\_ day of \_\_\_\_\_, 2000.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
ROGERS CABLE INC. – VANCOUVER

\_\_\_\_\_  
TELECOMMUNICATIONS WORKERS  
UNION

**APPENDIX "A"**

**NON-TECHNICAL EMPLOYEES**

**WAREHOUSEMAN (MAINTENANCE AND CONSTRUCTION)**

**ARTICLE 1**

**Hiring Practice**

The Corporate Group will notify the Union in the event additional or replacement Warehousemen are to be hired. If there are no unemployed members of the Union who have previously worked for the Corporate Group who are available for recall, the Corporate Group shall recruit such new employees who shall secure a work clearance from the Union before commencing work. Recall shall be on the basis of seniority.

In the event there are no unemployed members of the Union available for recall as per above, the Corporate Group may hire a Warehouseman, who shall secure a work clearance from the Union and pay dues.

There will be a probationary period of ninety (90) days before seniority is established.

In the case of curtailment of work necessitating a layoff of Warehousemen, seniority within the classification shall be the governing factor except that part-time employees shall be laid off before full-time employees who have established seniority.

**ARTICLE 2**

**Seniority**

The provisions in Article 6.06(a) covering seniority rights in the event of layoffs, shall not be extended to provide that a layoff in the outside technical work force will result in a junior Warehouseman being replaced by an outside technical worker (or vice-versa).

**ARTICLE 3**

**Hours of Work**

- (a) Seven and one-half (7 1/2) consecutive hours shall constitute a work day between 7:30 and 23:30 hours. Five (5) consecutive days shall constitute a work week, Monday through Sunday.
- (b) Warehousemen working on shifts that start at times other than between the hours of 7:30 - 9:30 shall receive (1) additional half-hours' (1/2) pay at straight-time for each day worked on such shift.
- (c) Shift work shall be rotated every ten (10) working days unless otherwise agreed to by the Company and the Union.

(d) Start times for shifts will not change for the length of the shift.

ARTICLE 4

Wage Schedule

**Warehouseman**

	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
Start	12.93	13.32	13.72	14.13	14.55
6 – 12 months	14.07	14.49	14.92	15.37	15.83
12 – 18 months	15.54	16.01	16.49	16.98	17.49
18 – 24 months	17.07	17.58	18.11	18.65	19.21
24 months or more	18.79	19.35	19.93	20.53	21.15
<b>Senior Warehouseman</b>	19.72	20.31	20.92	21.55	22.20

ARTICLE 5

Transportation

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 therefore at the standard company mileage rate (30 cents/mile or 18 cents/kilometer), plus parking expenses.

ARTICLE 6

Application of Main Agreement

With the exception of the foregoing changes, the terms and conditions of the Cablevision Agreement may be applied to the Warehouseman.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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ROGERS CABLE INC. – VANCOUVER

TELECOMMUNICATIONS WORKERS  
UNION

**APPENDIX "B"**

**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 Telus and CNCP 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 work by a third party will not be used to erode TWU bargaining unit work.

**2. 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.
- 3) 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(e) 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(d), 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.

**3. ARTICLE 7 - "B" FOREMEN**

The Employer has agreed that during the term of this Agreement there shall continue to be three (3) "B" Foremen.

**4. ARTICLE 14 - CATV JOINT TRAINING COMMITTEE**

The Parties agree that the provisions of Article 14 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.

**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. ARTICLE 17 - LIGHT DUTY TECHNICAL CLASSIFICATION**

It is agreed by both parties that new articles will be included in the Collective Agreement that provide for a new Light Duty Technical Classification. The new classification will be based on the following points which are subject to discussion. However, in the event that the parties have not established mutually acceptable terms and conditions before July 1, 1987, then the Employer is at liberty to introduce the new classification in accordance with the points listed below.

- 1) A new technical classification, called LIGHT DUTY TECHNICIAN, to be established. 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 to either 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 Rogers T.W.U. 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.

## **7. SERVICE ORDERS**

### 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.

## **8. RECIPROCAL PAY T.V. SERVICES**

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.

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.

## **9. EDUCATIONAL REIMBURSEMENT**

The Company shall reimburse an employee's tuition and required textbook costs to a maximum of twelve hundred dollars (\$1,200.00) a calendar year, 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. The sole criteria to be used in determining whether to approve the course is whether the course will provide skills and knowledge useful to both the employee and the Company. Approval shall not be unreasonably withheld.
2. The Joint Training Committee shall advise the employee of its decision prior to registration.

3. To receive reimbursement, an employee shall submit the written approval, the original tuition receipt and the original transcript or proof of successful completion to the Human Resources Department. 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.

**10. 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 Payroll Plan

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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ROGERS CABLE INC. – VANCOUVER

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TELECOMMUNICATIONS WORKERS  
UNION

## APPENDIX "C"

### TECHNICAL FIELD REPRESENTATIVES

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	TWU Jurisdiction
5.01	Number of Representatives
6.06	Layoff and Recall
6.07	Employee Rotations
6.08	Promotions to Foreman
6.10	Reassignment
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 15.12	
17.01 through 17.03	Wage Schedule
18.02 paragraph #2	Holiday Pay
21.08 W.C.B. Wages	
23.01 Guaranteed Days Off	
Article 24	
Appendix "B" #1, 2, 3, 4, 5, 6	

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 changing or installation of ground blocks coincident with a change of service, new and completion of prewire outlets in MDUs, wallplates, patchcords, MTFs, splitters, drop amps, filters, converters, descramblers, etc., or any 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 \$1.84 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.

TFR's vehicle allowance shall be increased by the same percentage, for the term of the Collective Agreement, as shall the wages of the employees: i.e.,

March 24, 2000	3.0%	\$1.90
March 24, 2001	3.0%	\$1.95
March 24, 2002	3.0%	\$2.01
March 24, 2003	3.0%	\$2.07

5. Scheduling

The Company and the Union agree that all regular employees shall be rotated through routes and schedules in order to provide them with similar earning opportunities. Notwithstanding this, it is recognized that some employees may choose to work extra routes and schedules in order to maximize their earnings. Such extra work will only be available to employees after all regular employees have been assigned their schedules.

The Union shall be provided with information on the annual earnings for the TFRs on request and with a minimum of fifteen (15) days written notice.

6. 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.
7. A regular TFR who becomes redundant due to automation, the introduction of new equipment, methods or reorganization, shall receive one (1) week severance pay for each completed year of service. The Company is then under no further obligation to hire or employ that individual.
8. Technical Field Representatives shall be paid on a commission basis in accordance with the schedule of compensation included in this Appendix.

9. 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.
10. Vacation pay shall be calculated on gross earnings, excluding the vehicle allowance.

### **SCHEDULE OF COMPENSATION PAYABLE TO TFRs**

#### 1. SALES AND LEASE:

<u>Activity Category</u>	<u>Activity Description</u>	(Mar 24, 1999) <u>Compensation Per Unit</u>
Sales & Lease	(a) Basic cable service	\$10.50
	(b) Sale of discretionary tier (filtered)	\$ 5.00
	(c) Sale of discretionary tier (unfiltered)	\$10.50
	(d) Extra outlet service	\$ 8.40
	(e) Discretionary Service (Pay TV)	\$ 7.35
	(f) Equipment lease	\$ 6.30

#### 2. HOME VISITS:

<u>Activity Category</u>	<u>Activity Description</u>	(Mar 24, 1999) <u>Compensation Per Transaction</u>
Home Visits	(a) Connects, Disconnects or Reconnects	\$ 5.52
	(b) Install or Remove Drop amp	\$ 5.52
	(c) Equipment pickup	\$ 5.52
	(d)(i) Equipment installation	\$10.51
	(ii) DSTV installation	\$23.00
	(iii) Equipment exchange	\$10.51
	(e) Non-pay collection	\$10.51
	(f) Pre-authorized cheque	\$ 3.15
	(g) Annual payment	\$ 3.15
	(h) Service call without equipment	\$ 7.88
	(i) Office Verification	\$ 5.25
	(j) Collection of Administration Fee	\$ 2.63
	(k) Data Base collection	\$ 2.63

<u>Activity Category</u>	<u>Activity Description</u>	<u>Compensation Per Transaction</u>
	(l) New outlet in MDU	\$10.50
	(m) Ground block	\$ 2.63
	(n) Upgrade or replace CSE	\$ 2.10
	(o) CPW outlet	\$ 5.51
3. <u>HOURLY RATE</u>	All assigned work requiring an hourly rate	\$15.00

All rates shall be increased by the same percentage effective March 24, 2000, and thereafter for the term of the Collective Agreement, as shall the wages of the employees: i.e.,

March 24, 2000	3.0%
March 24, 2001	3.0%
March 24, 2002	3.0%
March 24, 2003	3.0%

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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ROGERS CABLE INC. – VANCOUVER

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TELECOMMUNICATIONS WORKERS  
UNION

## APPENDIX "D"

### HOME TERMINAL DEVICE REPAIR

#### 1. 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 Home Terminal Device Repair (HTDR) employees who are within the scope of the certification held by the Union.

#### 2. APPLICATION OF MAIN AGREEMENT

##### 2.01 Applicable and Non-Applicable Articles

###### (a) Main Agreement Application

The parties agree that except certain articles specified herein, the Main Agreement for Technical Employees shall not apply to the HTDR employees.

###### (b) Only those clauses in the Vancouver Collective Agreement listed below **shall apply** to the HTDR employees.

A.	Purpose of Agreement
B.	Effective Dates
C.	New Agreement
D.	Terms Used in Agreement
1.01	Non-Discrimination
2.01	Bargaining Agent
2.02	Payroll Inspection
2.04	Union Activity
2.05	Union Discipline
2.07	Employee Discipline
2.09(a)(c)(d)	Protection of Certification
2.10	Legal Picket Lines
2.11	Union Dues Checkoff
3.01	Management Rights
3.02	Settlement Without Stoppage of Work
3.03	Requirement for Valid Drivers License
3.04	Absence without Leave
4.01(a)(b)(c)	Union Membership; Probationary Period; Trial Period
4.02	Union Clearance
4.03	TWU Jurisdiction
5.01	Number of Union Representatives
5.02	Responsibilities of Union Representatives
5.03	Union Representatives Work Area

5.04	Persons Authorized to Represent Parties
6.01(a)(b)(c)	Company Seniority; Seniority Date; Annual Vacation
6.02	Loss of Seniority
6.03	Seniority Lists
6.04	Supplementary Seniority Information
6.05	Seniority Retention
6.09(a)(b)	Seniority Portability
6.10	Reassignment
Article 8	Grievance Procedure
Article 9	Arbitration
Article 10.01	Automation – Severance Pay
Article 10.02	
Article 10.03	
Article 11	Impact of Legislation
Article 12	Labour Management Relations
13.02	Safety Legislation
13.04(d)(e)	Occ. Safety & Hlth Regs; No Discipline
13.08	Ladder Inspection
13.09	Vehicle Maintenance
Article 18	Paid Holidays
Article 19	Earned Vacations
Article 20	Payment for Time Not Worked
Article 21	Health & Welfare Benefits
Article 22	Pension & Retirement
Article 23	Guaranteed Days Off
Article 24	Time Off Scheduling
Article 25	No Other Agreement
App. B, #8	Reciprocal Pay TV Service
App. B, #10	Purchase Plans

### **3. EMPLOYEE CATGORIES AND DEFINITIONS**

#### **3.01 Regular Full-Time Employee**

An employee hired to work full-time hours as described in Article D.9.01(a).

#### **3.02 Regular Part-Time Employee**

An employee hired to work less than full-time, but a minimum of twenty-one (21) hours within a regular work week.

Prior to calling in a temporary employee, a regular part-time employee performing work in the required classification shall be given the opportunity for the work, provided it does not result in overtime eligibility, and the work can be performed within the Company's schedule.



3.03 Probationary Employee

A newly hired employee who has not completed the probation period provided.

3.04 Temporary Employee

An employee hired for a specific term or project, or to fill a temporary vacancy.

Temporary employees shall be offered work by seniority within classifications provided that they have worked within the last twelve (12) months.

Temporary employees shall not receive the benefits of Articles 20, 21, 22 and 23.01 of the Main Agreement

3.05 Classifications

The following positions are covered by Appendix D – HTDR:

- (a) Cleaner/Tester: An employee whose primary duties involve cleaning and testing converters.
- (b) Inventory Clerk: An employee whose primary duties involve keeping track of and recording the dispensing of converters/pay TV equipment and inventory required by Technical Field Representatives.
- (c) Quality Control Repairer: An employee whose primary duties are to test and make minor repairs to home terminal cable television devices.

**4. 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) Temporary Employees

Temporary employees shall be entitled to seniority benefits for the purpose of layoff and recall after they have completed 225 hours of work. In the event a temporary employee is awarded a regular position, the employee will be credited seniority for all time worked as a temporary employee.

**5. ANNUAL VACATIONS**

5.01 Annual Vacation Time and Pay Entitlements

(a) Regular Employees

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

(ii) Vacation scheduling shall be by seniority within a classification.

(b) Regular Part-Time Employees

Regular part-time employees shall receive vacation time and pay in accordance with Article 20.01 of the Agreement. Vacation pay will be calculated and paid in each pay period. Employees shall, at a minimum, take the statutory vacation time requirement.

(c) Temporary Employees

Vacation pay shall be in accordance with the provisions of the *Canada Labour Code* and shall be calculated and paid in each pay period.

**6. HEALTH AND WELFARE BENEFITS**

6.01 Health and Welfare Plan

Contributions will not be made for temporary employees.

6.02 Registered Retirement Savings Plan

Contributions will not be made for temporary employees.

**7. EDUCATION AND TRAINING**

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

(a) A course must be approved, in writing, by the Joint Training Committee prior to registration for said course.

- (b) The Joint Training Committee shall advise the employee prior to registration of the reimbursement percentage of the tuition fee.
- (c) Employees may only be reimbursed for one course a semester, or two courses within a twelve month period.
- (d) To receive reimbursement, an employee shall submit the written approval, 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.

## **8. GUARANTEED DAYS OFF**

8.01 The following qualifications apply to the application of Article 23, Guaranteed Days Off, and Article 24, Time Off Scheduling.

- (a) Guaranteed days off cannot be scheduled during the preparation for or taking of inventory.
- (b) Within the H.T.D.R. group, no more than 25% of the 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 23.02 shall not be withheld unreasonably.

## **9. HOURS OF WORK**

9.01 Regular Work Week

- (a) Daily Hours/Work Week

The daily hours of any full time shift shall be seven and one-half (7-1/2) consecutive working hours, excluding the unpaid meal break. The regular work week shall consist of five (5) consecutive work days, only one (1) work day of which can be a Saturday or Sunday.

(b) Temporary - Daily Hours

The daily hours for temporary employees shall be as required to meet the needs of the operation, with a minimum of three (3) and up to seven and one-half (7-1/2) consecutive straight-time hours of work in a working day, excluding the unpaid meal break.

9.02 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

9.03 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, 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 D.9.02.

9.04 OVERTIME

(a) Application

Overtime occurs only where the daily working hours exceeds seven and one-half (7-1/2) in one day or for work performed on the employee's sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) 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 shall 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 Company 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.

## 9.05 Meal Breaks – General

### (a) Scheduling

Meal breaks shall be unpaid. The Company 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.

## 10. **REST BREAKS**

### 10.01 Six Hours or More

All employees are entitled to two (2) paid-time rest breaks if they work six (6) hours or more in a day. 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.

### 10.02 Less than Six Hours

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

### 10.03 Scheduling Breaks

(a) The Company shall schedule breaks in order to insure continuity of coverage in all job functions. However, every effort will be made to ensure employees are not required to work in excess of two (2) hours without a break.

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

## 11. **JOB POSTING PROCESS**

### 11.01 JOB POSTING

#### (a) Posting

When the Company 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 temporary employees need not be posted.

(b) Reassignment

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

11.02 MOST SUITABLE CANDIDATE

(a) Company's Discretion

The Company maintains a policy of affording existing employees with an opportunity for promotion and advancement. However, the Company 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 Company 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.

11.03 PROBATION PERIOD

(a) A newly hired employee shall serve a probationary period of 120 work days.

(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.

## **12. LAYOFF AND RECALL PROCEDURES**

### 12.01 Staff Reductions

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

- temporary employees, then
- probationary employees, then
- regular employees

### 12.02 Order of Layoff

The most junior employees in the job classification being reduced shall be laid off first.

### 12.03 Order of Recall

Recall shall be by seniority within a classification.

## **13. STATUTORY HOLIDAYS**

### 13.01 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 18.01 of the Main Agreement.

#### (b) Part-Time and Temporary Employees

Part-Time 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.

## **14. TOOLS**

14.01 The Company shall provide tools it deems to be required to perform the work, and shall replace tools broken or worn out in the normal course of duties.



**15. TRANSPORTATION**

15.01 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 31 cents/kilometer, plus parking expenses.

**16. WAGE SCHEDULE**

16.01 (a)

	<u>Start</u>	<u>6 Months</u>	<u>12 Months</u>	<u>18 Months</u>
Cleaner/Tester	\$12.30	\$12.80	\$13.31	\$13.74
Inventory Clerk	\$13.40	\$13.80	\$14.22	\$14.64
Quality Control Repairer (Effective March 24, 1999)	\$13.40	\$13.80	\$14.22	\$14.64

Wages shall be increased in years two (2) through five (5) by the same percentage as the technical employees:

March 24, 2000	3%
March 24, 2001	3%
March 24, 2002	3%
March 24, 2003	3%

- (b) Temporary employees shall be entitled to salary increases once they have completed the equivalent number of hours (i.e. after completing 975 hours at each salary level.
- (c) If the Company designates or appoints an employee to a lead hand position, the employee so designated shall be paid a premium of five percent (5%) above his current rate.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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ROGERS CABLE INC. – VANCOUVER

TELECOMMUNICATIONS WORKERS  
UNION

**LETTER OF AGREEMENT**  
**GUARANTEED EMPLOYMENT**

The Employer agrees that each of the existing Technical Employees in the bargaining unit on the date this Agreement is ratified shall have his or her employment guaranteed under the following terms and conditions.

1. The guaranteed employment is effective until midnight, March 23, 2004.
2. The Employer retains the right to discharge employees for just and reasonable cause, subject only to the grievance and arbitration procedures in this Collective Agreement.
3. The employment guarantees are in effect only so long as the Employer's basic subscriber service penetration in the area covered by the certification does not fall below ninety-five percent (95%) of the basic subscriber level that existed December 1, 1999.
4. In the event that the basic subscriber level does fall below that ninety-five percent (95%) level, the Employer would then be free to layoff employees in accordance with the provisions of the Collective Agreement.

This Letter of Agreement will have no force or effect beyond March 23, 2004.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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ROGERS CABLE INC. – VANCOUVER

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TELECOMMUNICATIONS WORKERS  
UNION

**LETTER OF AGREEMENT**

**REPATRIATION OF INSTALLATION WORK**

Within twelve (12) months of signing the Collective Agreement, and each subsequent year thereafter until March 23, 2004, the Company shall repatriate ten percent (10%) of the installation work contracted out over the preceding twelve (12) month period. To determine the amount of work contracted out, the Company will average the number of installation routes used per day in the preceding six (6) month period.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

PARTY OF THE FIRST PART

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ROGERS CABLE INC. – VANCOUVER

TELECOMMUNICATIONS WORKERS  
UNION

**LETTER OF AGREEMENT**

**REPLACEMENT OF EMPLOYEES**

1. Provided that there is bargaining unit work available, the Company agrees that it will replace employees that leave the bargaining unit before March 23, 2004.
2. The commitment to replace employees does not obligate the Company to hire new employees into the same classifications occupied by the departing employees. However, employees replacing journeymen or installers will be hired into either the installer or apprentice/journeyman classifications.
3. In addition, provided that there is sufficient bargaining unit work available, a minimum of ten (10) additional employees shall be hired into the bargaining unit between March 1, 2000 and March 31, 2001. The employees shall be hired as either installers or apprentices/journeymen.
4. One head-end position shall be posted and filled within six (6) months of ratification.
5. During the term of the Agreement, a minimum of five (5) employees shall be indentured as apprentices.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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ROGERS CABLE INC. – VANCOUVER

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TELECOMMUNICATIONS WORKERS  
UNION

**LETTER OF AGREEMENT**

**EMERGENCY MAINTENANCE AND SERVICE WORK**

The Company agrees that no contractors will be called in an emergency until the Company has first attempted to contact all employees on the Vancouver call-out list who are qualified to perform the work.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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ROGERS CABLE INC. – VANCOUVER

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TELECOMMUNICATIONS WORKERS  
UNION

**LETTER OF AGREEMENT**

**SERVICE WORK**

The Company has the right to contract out service work. However, the Company agrees its Technical Employees will continue to be its primary providers of service work.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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ROGERS CABLE INC. – VANCOUVER

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TELECOMMUNICATIONS WORKERS  
UNION

**LETTER OF AGREEMENT**

**HEADEND INSTALLATION LOG**

A log shall be maintained at each headend site, pursuant to Article 2.08(c)(iii) 3 and 4 for the purpose of determining the installation date of equipment.

Pursuant to Article 2.08(c)(iii) 3 and 4, where installation has been completed prior to the signing of the Collective Agreement, the date of installation shall be deemed to be the date of ratification of this Agreement.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

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ROGERS CABLE INC. – VANCOUVER

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TELECOMMUNICATIONS WORKERS  
UNION

**LETTER OF AGREEMENT**  
**HOME TERMINAL DEVICE REPAIR**  
**CONTRACTING OUT**

The Company is free to contract out work performed by employees provided contracting out does not result in the lay-off of regular employees.

This Letter of Agreement shall be in force and effect for the term of the Collective Agreement only and shall expire on March 23, 2004.

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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ROGERS CABLE INC. – VANCOUVER

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TELECOMMUNICATIONS WORKERS  
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