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No. OF EMPLOYEES	30		
NOMBRE D'EMPLOYÉS	30		

COLLECTIVE AGREEMENT

BETWEEN

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

AND

FUNDY CABLE LTD./LTEE

Effective:

September 1, 1996 to December 30, 1999

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This AGREEMENT is made in duplicate this _____ day of _____

BETWEEN:

The Communications, Energy and Paperworkers Union of Canada (hereinafter referred to as "the Union")

of the First Part

AND

FUNDY CABLE LTD./LTEE (hereinafter referred to as "the Company")

of the Second Part

WHEREAS, the parties hereto are desirous of maintaining a harmonious relationship between the Company and its employees based upon understanding and confidence with due regard to their respective interests and joint obligation in providing services to the public;

NOW, therefore, this Agreement witnesseth that the parties here agree as follows:

ARTICLE 1 - PURPOSE, RECOGNITION AND SCOPE

1.01 The purpose of this Agreement is:

- (a) To establish the rates of pay, hours of work and other working conditions for employees covered by this Agreement.
- (b) To establish a procedure for final settlement of differences concerning the interpretation, administration, application or alleged violation of any of the provisions of this Agreement without stoppage of work.

1.02 The Company recognizes the Union as the sole bargaining agent for employees covered by this Agreement.

1.03 This Agreement shall apply to all employees of the Company covered by the certification order of the Canada Labour Relations Board dated January 14, 1992.

With respect to any new occupation established during the term of this Collective Agreement which can reasonably be considered a bargaining unit position, the following procedure will apply:

- (a) the Company will advise the Union as to the creation of the position, including the job description;
- (b) the Company and the Union will discuss whether the new position should be included in the bargaining unit with a view to resolving the question by agreement;
- (c) in the event of disagreement as to whether the new position should be included in the bargaining unit, either the Company or the Union may apply to the Canada Labour Relations Board for a determination of the issue;
- (d) in the event the parties agree (or the Canada Labour Relations Board determines) that the new position should be included in the bargaining unit, the Company and the Union will then discuss the appropriate wage scale for the position with a view to developing the wage scale by agreement;

(e) in the absence of agreement as to the wage scale for a new bargaining unit position, the Company may establish the wage scale but it will be open for bargaining in the next round of negotiations.

1.04 The Union, its members or its agents shall not intimidate or coerce an employee into membership and shall not, during working hours of an employee, conduct Union activities except as provided for in this Agreement.

1.05 Where this Agreement calls for notice to the Company, notice shall be sufficient if mailed or faxed to the Chief Operating Officer of the Company at 199 Chesley Drive, Saint John, NB E2K 4N5.

1.06 Where this Agreement calls for notice to the Union such notice shall be sufficient if mailed or faxed to the Communications, Energy and Paperworkers Union of Canada at Place 400, Suite 1064, 400 Main Street, Saint John, NB E2K 4N5.

ARTICLE 2 - DISCRIMINATION

2.01 The Company and the Union agree they will not discriminate against any employee contrary to the Canadian Human Rights Act.

2.02 The Company and the Union agree that employees are entitled to employment free from sexual harassment.

2.03 The Company will not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union or for exercising his/her rights under the Canada Labour Code or as provided by this Agreement.

ARTICLE 3 - UNION MEMBERSHIP AND
DEDUCTION OF REGULAR DUES

3.01 All employees who fall within the scope of this Agreement shall maintain payment of regular union dues.

3.02 The Company agrees to deduct from the wages of employees an amount equivalent to the regular union dues as specified by the Union.

3.03 The Company agrees that the regular dues deductions will be made on each and every payday of each and every month.

3.04 The Company agrees to remit the monies so deducted to the Secretary-Treasurer of the National Union no later than the fifteenth day of the following month in which the deduction was made. At the same time, the Company will provide the following information:

- (a) Name of each employee for whom the deduction was made,
- (b) Job title of each employee,
- (c) Basic earnings of each employee during the period for

which the deduction was made,

- (d) The amount of dues deducted from each employee.

3.05 The Company will cease to deduct dues when an employee is assigned to a position not covered by this Agreement except when an employee is assigned to an acting or temporary management position for any period of less than thirty (30) consecutive days.

3.06 The amount of regular dues shall be such amount as may from time to time be certified to the Company by the Secretary-Treasurer of the Union. At least sixty (60) days notice of any change in the amount to be deducted by the Company shall be provided in writing.

3.07 It is understood and agreed that the Union will save the Company harmless from any claim, demand, complaint or action arising from or by virtue of the deduction and remittance of dues to the Union. It is further agreed that the Company shall correct any errors in such remittances that are brought to its attention in writing by any Officer of the Union.

3.08 The Company agrees to include the amount of union dues paid by each employee on the employee's T-4 Slip.

ARTICLE 4 - UNION REPRESENTATION

4.01 The Union agrees to notify the Company in writing of the names of Local Officers, Chief Stewards and Stewards, and identify the work group each represents, and to inform the Company in the same manner of any changes. A Local Officer, Chief Steward or Steward shall not act as such

until the Company has been notified of his/her appointment. The Company agrees to recognize the Officers, Chief Stewards, Stewards and Bargaining Representatives who have been designated by the Union as the persons responsible for administration of the Local Union and the Collective Agreement, grievance handling and negotiating the Collective Agreement.

4.02 The Union National Representative representing employees covered by this Agreement may attend and participate in Union - Management meetings as necessary. He/she shall not conduct Union activities with employees during working hours unless with the permission of the General Manager, or his/her designate.

4.03 Before entering company property the National Representative shall clear his/her visit and the areas of Company property he/she may visit with the General Manager, or his/her designate. Such permission will not be unreasonably withheld.

4.04 Within the first two weeks of employment, an employee entering or re-entering the bargaining unit will be introduced by management to a Union Steward.

ARTICLE 5 - TIME ALLOWANCE

5.01 Unless otherwise specified in this Agreement, all requests for time off are subject to service requirements and are without pay.

5.02 Provided that on each occasion approval of Management is granted beforehand, the Company shall pay for reasonable time spent during normal working hours on Company premises and without loss of seniority for:

- (a) Employees having a grievance to confer with their Union Steward,
- (b) Employees involved in grievance meetings with Management.

5.03 Subject to operational and other business requirements, the Company will grant leave of absence without pay as requested by the Union, for employees to attend a national union conference or other union conference or a union educational seminar. Such leave of absence shall be limited to a maximum of two (2) employees at one time.

5.04 Requests for leave under Article 5.03 must be submitted to the Company, in writing, at least ten (10) working days in advance. A reply will be provided within one (1) week of receipt of the request.

5.05 An employee granted a leave under Article 5.03 shall accumulate seniority while on such leave. While on such leave, the Company will continue to pay the employee his/her regular salary or wage and the Union shall reimburse the Company for the actual costs, including the salary or wage, benefit costs, and any other employment related costs.

5.06 One (1) authorized employee bargaining representative of the Union may have time off work with regular pay for the purpose of collective bargaining, provided that such time is actually devoted to collective bargaining meetings as mutually agreed by the Union and the Company.

ARTICLE 6 - BULLETIN BOARD AND EMPLOYEE INFORMATION

6.01 The Company will provide a bulletin board on its property for use by the Union for posting of Union meeting notices and other notices of general information pertaining to Union activities. **All** posted material shall first be authorized by Human Resources.

6.02 The Company agrees to supply each member with a copy of this Agreement.

ARTICLE 7 - STRIKES AND LOCKOUTS

7.01 During the term of this Agreement, the Company agrees there will be no lockouts and the Union and its members agree there will be no strikes.

7.02 The words "strike" and "lockout" shall have the meaning given the words in the Canada Labour Code.

ARTICLE 8 - MANAGEMENT RIGHTS

8.01 The Union recognizes the right of the Company to operate and manage its business in all respects, and to make and alter when necessary the methods, procedures, work rules, and conditions. Such changes shall not be inconsistent with the provisions of this Agreement. The Company shall always have the right to hire, discipline and discharge for just cause, and promote employees, in accordance with the provisions of this Agreement.

All rights, power and authority that the Company had prior to the signing of this Agreement are retained by the Company, except as specifically modified or restricted in this Agreement.

8.02 The Company reserves the right to require a medical examination of any employee, or applicant, at anytime, to establish the state of health of such employee or applicant, and certify that the employee or applicant is medically fit to perform the duties of the job. The Company may require this examination and certification be done by a doctor of its choice and of its expense.

ARTICLE 9 - PROBATIONARY EMPLOYEES

9.01 An employee shall be considered to be a probationary employee until he/she has been employed by the Company in the bargaining unit for a period of six (6) months. During the period of probation, the employee's suitability for permanent employment will be assessed by the Company.

9.02 At any time during the period of probation, an employee may be released by the Company if the Company judges the employee unsuitable for permanent employment. In the event a probationary employee grieves his/her release, the Company shall only be required to show that it acted reasonably in judging the employee unsuitable for permanent employment with the Company.

ARTICLE 10 - SENIORITY

10.01 The total length of service in the bargaining unit since his/her date of hire will establish an employee's seniority.

10.02 A seniority list will be prepared to December 31 each year, and posted on the Bulletin Board and sent to the President of the Local Union by February 28 each year. The list shall be open to adjustment or employee grievance procedures (burden of proof will be on the employee) for a period no later than March 31 of the same year. If no requests for adjustments or grievances are received by March 31, then the seniority list will be deemed accurate by all parties.

10.03 If two (2) or more employees have the same length of seniority with the Company, the eldest shall be deemed to have the most seniority.

10.04 An employee loses all seniority and the employee is terminated when;

- (a) He/she quits or otherwise voluntarily leaves his/her employment with the Company.
- (b) He/she is discharged for just cause, and is not reinstated.
- (c) He/she is laid off for a consecutive period of twelve (12) months.
- (d) He/she fails to report for work following lay off, on the date scheduled in writing prior to lay off.
- (e) He/she fails to report for work within five (5) working days of recall, when no scheduled return date was set prior to lay off.
- (f) He/she is absent from work for a period in excess of two (2) consecutive regularly scheduled days without contacting the Company, unless he/she has a reasonable excuse for being unable to contact the Company.

ARTICLE 11 - LAYOFF, RECALL AND TERMINATION

11.01 When any condition arises which reduces the workload to the extent that, in the Company's opinion, there must be a reduction in the size of the workforce and a layoff cannot be avoided, the provisions of this Article shall be applied.

11.02 Subject to the provisions of this Article, layoffs shall be on the basis of seniority within an affected job classification with the most junior employee being laid off first.

11.03 Regular full-time employees who have been designated for layoff will have the right to bump the most junior full-time employee in another classification provided the displacing employee has the skill and ability to do the work of the employee he/she is displacing and has more seniority.

11.04 Before any regular full-time employees are laid off, all probationary employees within the same job classification shall be laid off first, all temporary employees shall be laid off second, and all part-time employees shall be laid off third. These employees have no bumping rights.

11.05 When the workforce is being increased where employees are on layoff, employees will be recalled for work in reverse order of layoff subject to having the skill and ability to perform the work in question to the satisfaction of the Company.

11.06 Recall rights for regular full-time employees will be maintained for a period of twelve (12) months following layoff. It is the responsibility of each laid off employee to keep the Company informed as to his/her correct address and telephone number. Recall notices will be delivered to

employees by courier or registered mail. If an employee fails to inform his/her Manager within three (3) days of receiving a recall notice that he/she is returning to work, or if he/she fails to return to work on the appointed day (which shall be no sooner than five (5) working days from the date the recall notice was mailed or delivered to the employee by the Company), his/her name shall be struck from the recall list and he/she shall have no further claim to seniority or recall rights.

11.07 A regular full-time employee who is to be laid off has the choice of taking the layoff and retaining recall rights, or having his/her employment terminated and taking severance pay in return for giving up his/her recall rights. Severance pay will be dependent on length of service with the Company and will be calculated on the basis of the weeks of pay for each full year of service, as set out in 11.09 (a), (b) and (c), to a maximum of *fifty-two* (52) weeks pay, at the regular hourly rate of pay he/she was receiving at time of layoff notice. An employee will have a period of fourteen (14) days from the date he/she is notified of his/her layoff to advise the Company as to his/her choice. An employee who does not indicate his/her choice to the Company within this time period will be deemed to have elected layoff rather than termination.

11.08 A regular full-time employee who has elected to remain on the recall list will be permitted to continue his/her participation in the medical and group life insurance programs during the time he/she remains on the recall list on the condition that the employee prepays to the Company, prior to the commencement of the layoff, all applicable premiums, both Company and employee's, for a six (6) month period. Any premiums unused (due to being recalled or being struck from the recall list) will be repaid to the employee.

11.09 A regular full-time employee who has completed three (3) consecutive months of continuous employment and is being laid off shall receive, in each case, the following minimum notice:

- (a) continuously employed for three (3) months or more but less than five (5) years - two (2) weeks' notice in writing or two (2) weeks' regular pay in lieu of notice.
- (b) continuously employed for five (5) years or more but less than ten (10) years - three (3) weeks' notice in writing or three (3) weeks' regular pay in lieu of notice.
- (c) continuously employed for ten (10) years or more - four (4) weeks' notice in writing or four (4) weeks' regular pay in lieu of notice.

The Union will be notified in writing of the layoff of the employee at the same time as the employee is notified.

11.10 The Company agrees that it will not contract out work normally done by members of the bargaining unit if there are employees on the recall list with the ability and qualifications to do the work in question.

ARTICLE 12 - TECHNOLOGICAL CHANGE

12.01 "Technological Change" in this Article means:

- (a) the introduction by the Company into its work, undertaking, or business of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of its business; and

- (b) a change in the manner in which the Company carries on the business that is directly related to the introduction of that equipment or material.

12.02 Whenever the Company proposes to effect a technological change that is likely to affect the location, earnings, or security of employment of a number of regular employees, it shall give notice of the technological change to the employees involved and the Union, where possible at least six (6) months prior to the date on which the technological change is to be effected, but in any event not less than one hundred and twenty (120) days.

12.03 The notice to the Union referred to in Article 12.02 shall be in writing and provide the following information:

- (a) a detailed description of the nature of the technological change,
- (b) the proposed implementation date,
- (c) names of the employees who will initially be likely to be affected by the technological change,
- (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.

12.04 Within thirty (30) days of the date of the notice referred to in Article 12.02, the Company will meet with the Union in an effort to reduce the adverse effects on employees of the proposed technological change.

12.05 Unless the implementation of the technological change results in their layoff, regular employees who are adversely affected by such technological change and require re-training will be given a reasonable period of time (not to exceed ninety (90) days) to acquire the skills and ability necessitated by the change.

12.06 An employee laid off as a result of technological change will have the option of retaining recall rights pursuant to the provisions of Article 11.06, or may opt to receive severance pay in accordance with the provisions of Article 11.07 in which case the employment relationship will be at an end and he/she will be deemed to have forgone any **right** to recall.

12.07 The Company and Union agree that Sections 52, 54 and 55 of the Canada Labour Code shall not apply to the parties during the term of this Agreement.

ARTICLE 13 - HEALTH AND SAFETY

13.01 The Company, the Union, and the employees acknowledge their shared responsibility in matters of health and safety, and agree to adhere to the provisions and regulations pertaining to Part II of the Canada Labour Code.

13.02 The parties recognize that employees have the **right** to refuse dangerous work. Any employee wishing to exercise this right shall notify his/her immediate Supervisor and Safety Representative who shall ensure compliance with ~~Part~~ II of the Canada Labour Code.

Inclement Weather:

13.03 An employee working outside and faced with extreme weather conditions or darkness is expected to use his/her best judgment as to whether to carry out a particular task (examples are climbing poles or towers in storms and running drops in dark locations) having regard to his/her own safety and the safety of any other employees involved in the work.

Clothing:

13.04 The Company shall supply or make available to those full-time employees deemed necessary by the Company, on an as-needed basis, the following:

- four (4) shirts (employee choice of long- or short-sleeved)
- two (2) pairs of pants
- one (1) summer jacket
- one (1) winter jacket (employee choice of parka, bomber, coveralls or ski pants)
- safety glasses
- hard hat with chin strap
- rain suit
- lineman gloves
- winter gloves
- boot liners
- helmet liners
- cap

These items, together with any additional items of clothing the Company might supply from time to time (for example, the polar fleece pullover recently provided), will constitute the uniform the employees are expected to wear.

13.05 Any clothing supplied under this Article, whether paid for by the Company in whole or in part, is to be kept clean and in good repair by the employee.

Footwear:

13.06 Where full-time employees are required by the Company to wear safety footwear, the Company will pay up to a maximum of one hundred dollars (\$100.00) towards the purchase of approved safety footwear on a once per year per employee basis.

Tools:

13.07 The Company shall decide what tools and equipment are required for the job and will supply or make them available to employees. The Company, in its judgment, shall replace such tools and equipment which become obsolete or worn out upon their return to the Company. Each employee shall be responsible for the proper use and care of all Company tools and equipment assigned to him/her, and their return to the Company when requested.

ARTICLE 14 - DISCIPLINE

14.01 No employee shall receive a written or verbal warning, be suspended or dismissed, except for just cause. All such actions may be subject to the grievance and arbitration procedures contained in this Agreement.

14.02 Whenever a meeting between the Company and an employee is held for the purpose of imposing discipline, or to investigate a matter which could result in the discipline of that employee, a Union Steward will be present where possible.

14.03 The Company agrees to give as much prior notice as possible of the meeting referred to in Article 14.02 *to* the Union Steward concerned.

14.04 The Company agrees to provide the employee and if requested by the employee, his/her Steward, with written notification of the imposition of dismissal or suspension, and the reasons for such measure, at the time it is taken or as soon thereafter as possible.

14.05 After making suitable arrangements with his/her Department Manager, an employee shall be entitled to receive a copy of his/her Staff Evaluation & Performance Review and a record of any disciplinary action.

14.06 The Company agrees that it will not rely on those elements of an employee's disciplinary record that are in excess of twenty-four (24) months old. However, all disciplinary measures on an employee's record may be relied upon until a period of twenty-four (24) months has elapsed without any additional disciplinary measures being taken against that employee.

ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE

15.01 A grievance is defined as any difference rising out of the interpretation, application, administration, or alleged violation of the provisions of this Agreement. The Company, the Union, or an employee may file a grievance.

15.02 "Day" for the purposes of this Article shall mean any day that is not Saturday, Sunday or one of the holidays described in Article 19.01 of this Agreement.

15.03 It is agreed that there shall be no stoppage of work but a final and binding settlement of all grievances shall be arrived at in the following manner:

Step 1: An employee who believes he/she has a grievance shall discuss the matter with his/her immediate supervisor (or his/her designate) within five (5) days from the time the incident or event occurred giving rise to such alleged grievance or the employee knew or could reasonably be expected to have known of the event. The employee may be accompanied by the Union Steward if he/she so desires. The immediate supervisor or his/her designate shall reply within five (5) days of the discussion.

Step 2: Failing satisfactory settlement under Step 1, then within ten (10) days after receipt of the decision in Step 1, the employee and/or the Union Steward may present the grievance in writing to the Department Manager concerned, stating the event alleged giving rise to the grievance, the Agreement provision alleged violated, and the redress sought. The Department Manager shall render his/her decision in writing within five (5) days from the receipt of the written grievance.

Step 3: Failing satisfactory settlement under Step 2, within ten (10) days after receipt of the decision in Step 2, the employee and/or his/her Union Steward may present the grievance in writing to the General Manager. The disposition of the grievance at Step 2 and any replies must accompany the grievances. The General Manager shall render his/her decision in writing within five (5) days from his/her receipt of the grievance.

Step 4: Failing satisfactory settlement under Step 3, the party having initiated the grievance may within twenty (20) days of receiving the decision under Step 3 and following written notice to the other party, refer the matter to arbitration as provided for in this Article.

15.04 A grievance alleging unjust dismissal of any employee shall be submitted at Step 3 of the procedure within ten (10) days from the effective date of such dismissal.

15.05 Where a group of employees, or the Union, or the Company has or initiates a grievance, the grievance may commence at Step 3. Company grievances will be submitted to the Local Union President or Shop Steward. A grievance filed pursuant to this Article must be made within fifteen (15) days from the time the incident or event occurred.

15.06 If advantage of the provisions of this Article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened. Time limits specified in this Article may be extended only by mutual agreement in writing.

15.07 When a grievance is under negotiation through a representative of the Union, the Company will not attempt to settle the grievance with the employee involved without prior notice to that Union representative. No grievance shall be considered settled without the concurrence of the Union representative.

Arbitration

15.08 The parties agree that in most cases, arbitrations will be heard by single arbitrators, appointed by agreement of the parties. However, both parties reserve the right to require the appointment of a three-person arbitration board.

15.09 The **party** referring a grievance to arbitration shall, in accordance with the time limits set out in Article 15.03, give written notice of the referral to the other party and shall indicate in the notice whether a single arbitrator or three-person board is desired. If the referring **party** selects a single

arbitrator, the notice shall contain the name of the suggested arbitrator. If the referring party suggests a three-person board, the notice shall contain the name of that party's nominee to the board.

15.10 The party receiving notice of the referral of a grievance to arbitration must respond in writing to the notice within five (5) days of receiving it. If arbitration by single arbitrator has been suggested, and the receiving party agrees, the receiving party shall so indicate in its response, and shall indicate agreement with the arbitrator proposed by the referring party or suggest another arbitrator for consideration by the referring party. In the event of agreement on arbitration by single arbitrator but disagreement on the arbitrator suggested by the referring party, the parties shall have a further five (5) days to agree on the appointment of an arbitrator, and shall make every effort to agree on an arbitrator who can hold the hearing within thirty (30) calendar days of appointment. If agreement on an arbitrator is not reached within this further five (5) day period, either party may apply to the Minister of Labour for the appointment of an arbitrator.

15.11 If the referring party has suggested arbitration by a three-person board, the receiving party shall indicate in its response within the time limit set out for response in Article 15.10 the name of its nominee to the board. If the receiving **party** wishes arbitration by a three-person board, it shall so indicate to the referring party within the time limit for response set out in Article 15.10 and shall indicate in its response the name of its nominee to the board. The referring party shall then have five (5) days from its receipt of the response to name its nominee to the board, and the nominees shall have a further five (5) days within which to agree on the appointment of a board chair. The nominees shall make every effort to agree on a chair who can hold the hearing within thirty (30) calendar days of appointment. If agreement on a chair is not reached within this further five (5) day period, either nominee may apply to the Minister of Labour for appointment of a chair.

15.12 A single arbitrator or a Board of Arbitration shall not have the power to amend, cancel or add to the terms of the Agreement, and in rendering a decision shall be bound by the terms of this Agreement. The single arbitrator or Board shall, however, have authority to alter or amend or substitute the penalty in a disciplinary grievance.

15.13 The single arbitrator or Board shall meet as soon as possible with both parties to hear evidence and receive representations, and shall render a decision within thirty (30) days of hearing.

15.14 The decision of the majority of the Board, or of the single arbitrator, shall be final and binding on the parties hereto.

15.15 Each party shall be responsible for their own expenses, and the compensation and expenses of its appointee to the Board. Both parties shall share equally the compensation and expenses of the Chairman or single arbitrator.

ARTICLE 16 - WAGE ADMINISTRATION

16.01 The basic rates of pay for the occupations in which the employee is engaged, shall be as set forth in the Wage Schedules in Appendix A attached hereto and forming a **part** of this Agreement.

16.02 New employees having experience useful to the Company or experienced former employees may be hired or rehired at a starting rate which takes into consideration the value of their experience in the position in which they are to be employed.

16.03 Faster progression than provided for on the Wage Schedules forming part of this Agreement may be granted to individual employees when, at the sole discretion and judgment of the Company, such faster progression is merited.

16.04 (a) Employees shall normally be paid every alternate Thursday. When a pay day falls on a paid Holiday, employees shall normally be paid on the preceding working day.

(b) When an employee is required to go to the office of the Company to receive his/her paycheque, he/she may do so during working hours as directed by his/her Supervisor.

16.05 After informing the Union, the Company may implement an electronic funds transfer method of paying employees, provided however that:

(a) Such form of payment must be to the Canadian financial institution chosen by the employee,

(b) The Company shall, at the time of making payment of wages to an employee, furnish a pay statement outlining the period for which payment is made, the rate of wages, details of any additional payment such as premiums, overtime, differentials and details of any deductions made.

ARTICLE 17 - HOURS OF WORK

17.01 The normal hours of work per week shall be forty (40) hours on the basis of a five (5) day week. The normal hours of work per day shall be eight (8) hours, exclusive of meal periods. Alternate arrangements may be mutually agreed upon between the Union and the Company.

17.02 Any regularly scheduled shift (apart from alternate arrangements made pursuant to Article 17.01) of other than between 7:30 am - 5:30 pm, Monday to Friday will be assigned on a rotational basis to all employees in the work group affected. An employee shall not be required to work such a shift for more than six (6) working days at a time.

17.03 Apart from the circumstances of shift rotation referred to in Article 17.02, all employees shall have two (2) consecutive days of rest each week, unless mutually agreed between the employee and the Company.

17.04 At least seven (7) days notice, in writing, shall be given by the Company to an employee whose scheduled shift is to be changed, except when it is necessary to schedule an employee to work due to unforeseen circumstances. Where the Company is unable to provide at least seven (7) days notice, except in unforeseen circumstances, the employee shall be paid on an overtime basis for the hours worked on the first day of the changed shift.

17.05 **An** employee who works on Christmas Eve or New Year's Eve shall be paid two and one-half (2 - 1/2) times his/her regular hourly rate for all time worked between the hours of 5:00 pm and midnight. A separate overtime premium will not be paid even if the hours worked constitute overtime for the employee.

ARTICLE 18 - OVERTIME

18.01 Because of the service nature of the operations of the Company, it is understood and agreed that the Company shall have the right to require employees to work overtime, except as otherwise provided herein.

18.02 The opportunity to work scheduled overtime shall be equitably distributed among those normally performing the work to be done.

18.03 All hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at one and one-half (1 - 1/2) times the employee's regular hourly rate except:

- (a) In the case of alternate arrangements established pursuant to Article 17.01, where overtime will only be paid for hours worked in excess of forty (40) hours in a week,
- (b) No overtime shall be payable for hours worked in excess of forty (40) hours in any week where such excess hours are necessitated by changes in shift schedules, provided that the regular hours worked in the two (2) week period in which the shift change occurs does not exceed eighty (80) hours.

18.04 **An** employee who is called out to work overtime which is not continuous with his/her regular shift shall be paid a minimum of three (3) hours at his/her regular hourly rate.

18.05 An employee who works on his/her scheduled day or days off (days of rest) at his/her own request or employees who were authorized to exchange tours of duty at their own request, shall not be paid on an overtime basis for such.

- (a) All overtime banked for time off purposes shall be at a rate of one and one-half times (1 - 1/2) the employee's regular rate,
- (b) All banked time must be taken within sixty (60) days of the time worked,
- (c) An employee may only accumulate up to three (3) days of banked time,
- (d) Banked time off cannot be used to extend vacation, or when the employee is on-call/standby, or when the employee is working a shift of other than between 7:30 am - 5:00 pm, Monday - Friday, unless special permission is received from the Company.

ARTICLE 19 - HOLIDAYS

19.01 There shall be ten (10) paid holidays as follows:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
New Brunswick Day	Boxing Day

19.02 When a paid holiday falls on a Saturday or Sunday, either the Friday immediately preceding or the Monday following the holiday shall be observed as the paid holiday and the day upon which the paid holiday would otherwise have fallen shall be deemed to be a normal work day.

19.03 If a paid holiday falls within the employee's vacation, an additional day of vacation shall be granted. The additional day shall be granted when work conditions permit, due consideration being given to the request of the employee.

19.04 When a paid holiday falls on a day on which an employee would normally be scheduled to work, the employee may be granted the day off with pay at his/her regular basic rate, this pay to be known as holiday pay.

19.05 An employee who works on a paid holiday shall, in addition to holiday pay, be permitted to choose one of the following options:

- (a) be paid one and one-half (1-1/2) times his/her basic rate for the actual hours worked,
or
- (b) take a full day off with basic pay on another day, provided that he/she worked a full day on the paid holiday. This day off with pay is to be taken on a day mutually agreeable to the Company and the employee.

19.06 An employee absent from his/her scheduled tour of duty on the paid holiday shall not be entitled to holiday pay.

19.07 Employees who are on unpaid leave of absence, lay off, workers' compensation, or suspension shall not be entitled to pay for any holiday occurring within such period.

19.08 **An** employee is not entitled to holiday pay for any holiday that occurs in his/her first thirty (30) days of employment with the Company.

ARTICLE 20 - ANNUAL VACATION

20.01 The vacation year is from July 1 of one year to June 30 inclusive of the following year. All regular full-time employees receive annual vacation. Part-time employees shall receive annual vacation on a pro-rata basis to time worked, and vacation pay as per the Canada Labour Code.

20.02 Entitlement to vacation leave and vacation pay is earned through time worked from an employee's date of hire or anniversary date to June 30 in each year. Entitlement is as follows:

<u>Time Worked</u>	<u>Vacation</u>	<u>Pay</u>
less than one year	one day for each month worked	4%
one year, but less than three years	two weeks	4%
three years, but less than ten years	three weeks	6%
ten years or more	four weeks	8%

“Time worked”, as referred to in this 20.02, includes periods of layoff, sick leave, bereavement leave, union business leave, maternity and child care leave and absence while receiving workers' compensation benefits.

20.03 Carry over of vacation from year to year is not permitted. All vacation time must be taken before June 30 of the vacation year following the year in which it was earned.

20.04 During the period from June 1 to Labour Day, no more than two (2) weeks in a row may be taken for those with three (3) weeks vacation, and for those with four (**4**) weeks vacation, no more than three (3) weeks may be taken in a row.

20.05 Vacation pay is paid on the next regularly scheduled pay day. However, if requested, employees taking at least one (1) week vacation may receive an advance approximating their net regular pay for such time. This advance request must be received at least four (4) days prior to the preceding regular pay day.

20.06 Should **an** employee be hospitalized while on vacation, the time spent in hospital may be considered sick leave if the employee has unused sick leave, and the days of vacation lost as a result of such hospitalization rescheduled at a later date. To be eligible under this provision, the employee must submit a written request and must supply to the Company written confirmation of details of the hospitalization in a form satisfactory to the Company.

- 20.07 (a) Vacation schedules shall be arranged by the Company and the vacation selections of employees will be granted on the basis of seniority within each job classification.
- (b) Except where otherwise limited in Article 20, and with due consideration to the service requirements and the efficient operation of the Company, the vacation selection of employees will not unreasonably be denied.
- (c) Vacation schedules will be circulated to employees by March 1 each year, Each employee is to submit his/her preferred vacation dates request to their Manager by March 15. A finalized vacation schedule shall be posted by April 1.

ARTICLE 21 - ON-CALL/STANDBY

21.01 The Company shall have the right to require employees to be on-call and be available to work on a standby basis.

21.02 The on-call/standby requirement will be equitably rotated among the trained employees in the work group and, unless mutually agreed between the employee and the Company, no employee will be required to be on-call more than seven (7) consecutive days.

21.03 On-call schedules shall normally be posted thirty (30) days in advance. Where such notice is not possible or practical, the Company will give as much notice as the situation allows.

21.04 Employees who are designated as on-call/standby will be permitted to take a company vehicle home during his/her off normal hours.

21.05 **An** employee who is designated to be “on call” during his/her normal off hours will be paid an “on call” allowance for each day, or portion thereof, that they are designated as “on call” in the amount of \$17.50.

21.06 No more than two (2) employees will be designated as on-call/standby during the same time period, except under emergency or exceptional conditions, or unless mutually agreed between the employee and the Company. However, the Company and the Union agree that should circumstances arise whereby it would be desirable to have more than two (2) employees designated as on-call/standby during the same time period, they will meet to discuss the issue with a view to achieving a solution satisfactory to the Company and to the employees.

ARTICLE 22 - TRAVEL TIME

22.01 Travel time on Company instructions shall be governed as follows:

- (a) normally, travel time will be during normal working hours and paid for a straight time;
- (b) when an employee is required to travel during off-normal working hours, he/she will be paid at a rate of time plus one half for all time spent travelling;
- (c) if the travel under paragraph (b) is to an out-of-town location for a course of instruction, the employee will be paid on a straight time basis.

ARTICLE 23 - TRAVEL EXPENSES

23.01 An employee required to travel on Company business will be reimbursed for reasonable receipted expenses incurred by him/her for meals and accommodations, and a mileage rate of twenty-five cents (\$0.25) per kilometre when driving their own vehicle.

ARTICLE 24 - SICK LEAVE AND GROUP INSURANCE BENEFITS

24.01 Full-time employees unable to work due to illness or injury will be indemnified for lost earnings within the limitations contained in this Article.

24.02 For absences from work of less than two (2) weeks in duration, or for the first two (2) weeks of a longer absence, an employee's regular pay will be continued as though he/she was working his/her regularly scheduled shifts.

24.03 For absences longer than two (2) weeks in duration, employees are eligible to receive benefits pursuant to the short-term disability insurance program. This program applies until an employee has been absent for a total of seventeen (17) weeks.

24.04 In the case of either Company-paid sick leave or short-term disability insurance, proof of illness or injury sufficient to prevent an employee from working, in a form satisfactory to the Company, may be required by the Company in its discretion. Satisfactory proof may include a requirement for a medical examination by a doctor appointed by the Company.

24.05 In the event the Company decides to turn over administration of the short-term disability insurance program to an outside administrator, compliance with the rules and procedures established by that administrator will be a condition precedent to eligibility for benefits.

24.06 For absences longer than seventeen (17) weeks in duration, employees are eligible to receive benefits under the long-term disability insurance program, which is fully administered by the insurer.

24.07 The Company agrees to maintain in force a program of insured group benefits providing coverage comparable to that which is in force as at January 1, 1993. This program consists of disability benefits (short-term and long-term), life insurance (including AD&D), and health (including prescription drugs, vision and dental care). The Union acknowledges that the employees derive considerable advantage from their participation in the insured benefit plans covering the

Company's employees as a whole, and that changes to benefit coverage will continue to be handled through the Benefits Committee, on which the employees have representation.

ARTICLE 25 - JOB POSTING

25.01 The Company shall determine whether or not it is necessary to fill a vacancy and/or establish new or additional jobs. When selecting employees to fill bargaining unit vacancies and newly created positions within the bargaining unit, the Company will recognize seniority, ability and qualifications. Where ability and qualifications are relatively equal, the senior employee will be selected.

25.02 The Company agrees to post, for a period of fifteen (15) days, on the bulletin board, a notice of every bargaining unit vacancy being filled and/or newly created position within the bargaining unit. The notice will specify the minimum qualifications required for every vacancy and/or newly created position along with the expiry date for the posting. Applications received after the expiry date will not be considered.

25.03 Any employees with more than twelve (12) months continuous experience in his/her present position with the Company may apply for a posting. When, in the judgment of the Company, there are not suitable applicants, the Company may consider an employee with less than the required number of months in his/her present position or alternatively, at the discretion of the Company, may advertise the position outside the Company and hire a new employee to fill the position.

25.04 The Company shall send a copy of any posting to the President of the Local Union at the same time as the posting is placed on the bulletin board.

25.05 An unsuccessful applicant will have ten (10) days from the date of the selection within which to discuss the selection with the Company and, if he/she decides to do so, to file a grievance at Step Two of the grievance procedure.

25.06 The Company will not be required to award a posting to an applicant where the position in question requires the applicant to move, unless the applicant is prepared to cover all the expenses he/she will incur in connection with any necessary move.

25.07 The Union agrees that the Company has the right to temporarily fill vacancies and newly created positions when, in the Company's judgment, it becomes necessary to do so while this job posting and selection procedure is being followed.

ARTICLE 26 - GROUP RRSP

26.01 The Company agrees to maintain, with its current terms and conditions, the existing Group Registered Retirement Savings Plan (RRSP).

26.02 The Company shall provide the Union with a copy of the Group Registered Retirement Savings Plan (RRSP).

ARTICLE 27 - JURY DUTY

27.01 Any employee under subpoena for jury duty shall be entitled to regular pay during the necessary reasonable absence provided he/she reimburses the Company with any monies paid to the employee as a result of the trial.

27.02 **An** employee excused under this Article shall return as soon as possible to his/her regularly scheduled tour of duty or part thereof, following release from such service.

ARTICLE 28 - BEREAVEMENT & PERSONAL LEAVE

28.01 Employees will be granted bereavement leave with regular pay as follows:

- (a) In the event of the death of a spouse, common-law spouse, child, or adopted child, leave on any of his/her scheduled tours of duty that occurs during the five (5) days immediately following the day of death.
- (b) In the event of the death of a parent, brother, sister, father-in-law, mother-in-law, or other relative residing in the same permanent residence as does the employee, leave on any of his/her scheduled tours of duty that occurs during the three (3) days immediately following the day of death.
- (c) In the event of the death of a grandparent, brother-in-law, sister-in-law, aunt or uncle, or when required to act as a pallbearer, leave on his/her scheduled tour of duty that occurs on the day of the funeral.

28.02 Subject to operational requirements, the Company will grant unpaid time off to any employee for legitimate personal reasons. The employee shall give the Company reasonable notice when such time off is needed and shall limit the duration to no more than three (3) consecutive days. Normally no more than one (1) employee may be absent for any reason at anytime.

28.03 Employees will be permitted time off with pay to attend in-city appointments for personal medical examinations, so long as the appointments are scheduled as closely as possible to the end of the employee's shift and the employee does not make unreasonable use of this privilege. The employee shall give the Company as much notice as possible of such appointments.

ARTICLE 29 - MATERNITY AND CHILD CARE LEAVE

29.01 The Company agrees to abide by and adhere to all requirements provided by the Canada Labour Code Part III with respect to leave for employees with child care responsibilities.

ARTICLE 30 - BARGAINING PROCEDURE

30.01 All negotiations with a view to effecting changes or modifications in this Agreement shall be conducted between the designated Bargaining Representatives of the Union on the one hand and the designated Bargaining Representatives of the Company on the other.

ARTICLE 31 - DURATION AND RENEWAL

31.01 This Agreement shall become effective as of September 1, 1996, and shall remain in full force and effect until December 30, 1999, and shall be renewed from year to year thereafter unless notice in writing is given by either party to the other to negotiate a new Agreement, with proposed amendments when possible or to terminate this Agreement, not less than sixty (60) days nor more than one hundred and twenty (120) days prior to the expiry date of this Agreement.

31.02 Where notice to negotiate a new Agreement has been given, the first negotiating meeting shall be held within thirty (30) days after such notice is given. This Agreement shall continue in full force and effect until a new Agreement has been executed, the Union is lawfully entitled to strike or the Company is lawfully entitled to lock-out.

31.03 All Articles come in to full force and effect upon the signing of this Agreement; except for wages only, as set out in Appendix A, which are retroactive to January 2, 1997.

ARTICLE 32 - VALIDITY OF AGREEMENT

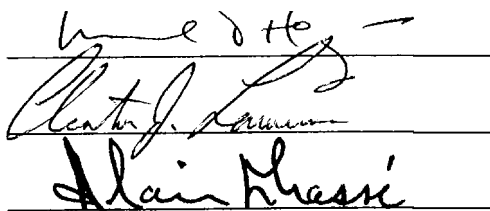
32.01 In the event that any provision of this Agreement is or is held to be contrary to the provisions of any law, now or hereinafter enacted, this Agreement shall be amended so as to make it conform to the requirements of any such law.

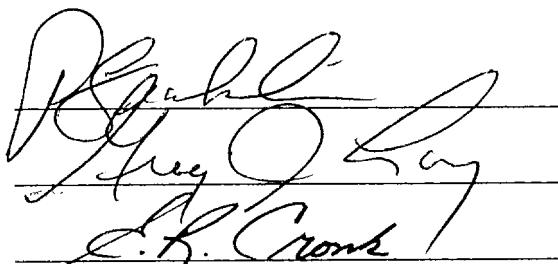
WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives, at Moncton, NB on the 28 day of November, 1997.

For FUNDY CABLE LTD./LTEE

For THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION OF CANADA
ITS LOCAL 412.





APPENDIX "A"

			Step	1-Sep-96	2-Jan-97	1-Jan-98	31-Dec-98
PART-TIMEEMPLOYEES			0	\$ 11.30	\$ 12.05	\$ 12.81	\$ 13.33
			1	\$ 12.56	\$ 12.81	\$ 13.07	\$ 13.33
			2	\$ 12.93	\$ 13.19	\$ 13.45	\$ 13.72
			3	\$ 13.29	\$ 13.56	\$ 13.83	\$ 14.10
			4	\$ 13.66	\$ 13.93	\$ 14.21	\$ 14.50
			5	\$ 14.03	\$ 14.31	\$ 14.60	\$ 14.89
			6	\$ 14.40	\$ 14.69	\$ 14.98	\$ 15.28
			7	\$ 15.00	\$ 15.30	\$ 15.61	\$ 15.92
			8	\$ 15.47	\$ 15.78	\$ 16.09	\$ 16.42
			9	\$ 15.90	\$ 16.22	\$ 16.54	\$ 16.87
			10	\$ 16.33	\$ 16.66	\$ 16.99	\$ 17.33
			11	\$ 16.76	\$ 17.10	\$ 17.44	\$ 17.79
			12	\$ 17.00	\$ 17.34	\$ 17.69	\$ 18.04
Roland	Gaudet	PFT	7	\$ 17.00	\$ 17.34	\$ 17.69	\$ 18.04
Paul	Godbout	PFT	1	\$ 14.61	\$ 14.69	\$ 15.61	\$ 16.42
Robert	Gray	PFT	7	\$ 17.00	\$ 17.34	\$ 17.69	\$ 18.04
Guy	LeBlanc	PFT	7	\$ 17.00	\$ 17.34	\$ 17.69	\$ 18.04
Armand	LeBlanc	PFT	7	\$ 17.00	\$ 17.34	\$ 17.69	\$ 18.04
Marcel	Auffrey	PFT	4	\$ 13.66	\$ 13.93	\$ 14.60	\$ 15.28
Paul	Bourgeois	PFT	5	\$ 14.03	\$ 14.31	\$ 14.98	\$ 15.92
Michel	Despres	PFT	5	\$ 14.03	\$ 14.31	\$ 14.98	\$ 15.92
Paul	Franklin	PFT	4	\$ 13.66	\$ 13.93	\$ 14.60	\$ 15.28
Brian	Leger	PFT	4	\$ 13.66	\$ 13.93	\$ 14.60	\$ 15.28
Nancy	Levesque	PFT	2	\$ 12.93	\$ 13.19	\$ 13.83	\$ 14.50
Greg	Long	PFT	6	\$ 14.40	\$ 14.69	\$ 15.61	\$ 16.42
Andrew	MacPherson	PFT	7	\$ 15.00	\$ 15.30	\$ 15.61	\$ 16.42
Andre	McDonald	PFT	7	\$ 15.00	\$ 15.30	\$ 15.61	\$ 16.42
Simon	Melanson	PFT	1	\$ 12.56	\$ 12.81	\$ 13.45	\$ 14.10
Michel	Morin	PFT	5	\$ 14.03	\$ 14.31	\$ 14.98	\$ 15.92
Graham	Stultz	PFT	7	\$ 15.00	\$ 15.30	\$ 15.61	\$ 16.42
Terry	Wheaton	PFT	4	\$ 13.66	\$ 13.93	\$ 14.60	\$ 15.28
Eric	Eagles	PFT	0	\$ 12.56	\$ 12.81	\$ 13.45	\$ 14.10
Pat	Daigle	PPT	0	\$ 11.30	\$ 12.05	\$ 12.81	\$ 13.33
Jim	Davidson	PPT	0	\$ 11.30	\$ 12.05	\$ 12.81	\$ 13.33
Stéphane	Lemay	PPT	0	\$ 11.30	\$ 12.05	\$ 12.81	\$ 13.33
Guy	Daigle	PPT	0	\$ 11.30	\$ 12.05	\$ 12.81	\$ 13.33

NOTE: Full-time employees hired after the date of signing will be paid at step 1.
 Progress through the steps for new full-time employees will be on annual basis, on the anniversary of the employees' date of hire

Part-time employees will be paid at step 0.

LETTER OF UNDERSTANDING

BETWEEN: Fundy Communications Inc.

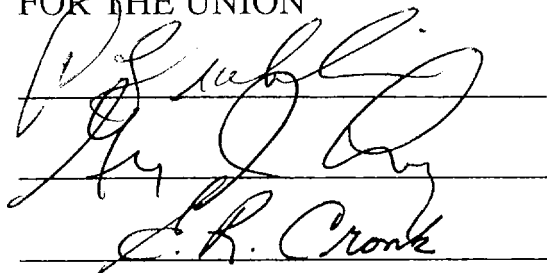
and

Communications, Energy and
Paperworkers Union of Canada
Local 412

The Company agrees that in the event the Union makes an application to the Canada Labour Relations Board to merge this bargaining unit with the Company's other technical department bargaining unit, the Company will not oppose the application. However, the Company reserves the right to make representations and submissions with respect to the positions that are unique to this bargaining unit (CAD, dispatch and stockroom) as to whether any or all of these positions will be included in or excluded from the combined bargaining unit.

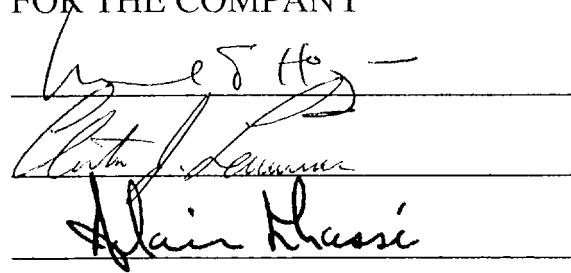
This letter of understanding is signed at Moncton, New Brunswick, this 28 day of November, 1997

FOR THE UNION



L.R. Cronk

FOR THE COMPANY



Alain Housie