

# *Collective Agreement*

*between*



*and*



*Local 875*

## ARTICLE 1 - PURPOSE AND SCOPE

- 1.01 The purpose of this Agreement is:
- (a) to establish terms and conditions of employment and related matters 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 This Agreement applies to all employees of the Company covered by the certification order of the Canada Industrial Relations Board(CIRB) dated January 14, 1992 and as may be amended by the CIRB from time to time.
- 1.03 The Company acknowledges the Union as the sole bargaining agent for employees covered by this Agreement.
- 1.04 (a) The Company agrees that during the life of this collective agreement, it will not assign bargaining unit work to non-bargaining unit employees except under the following circumstances:
- In case of emergency affecting the safety of employees, damage to equipment, or to correct circumstances adversely affecting operations of the Company, for such time as is necessary to overcome such emergency or circumstances;
  - Work incidental to the performance of supervisory or management duties;
  - Instruction, training or job performance evaluation.
- (b) The Company agrees that during the life of this collective agreement, it will not assign bargaining unit work to Contractors to the extent that it will result in the layoff of a bargaining unit employee, and the Union agrees that the Company retains the right to contract out bargaining unit work.
- 1.05 Where this Agreement calls for notice to the Company, notice shall be sufficient if mailed to the Company's Regional Human Resources Manager.
- 1.06 Where this Agreement calls for notice to the Union, notice shall be sufficient if mailed to the National Representative of the Union at 55 Highfield Street, Moncton, New Brunswick E1C 5N2.
- 1.07 Employees will have the right to choose either French or English as the language to be used in all matters relating to the application of the grievance and Arbitration Procedure set out in Article 28 of this Agreement. However, the French version of this Agreement will

be considered an unofficial version, and the English version will govern in the event of dispute.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Company has and shall retain the exclusive right to manage its business and direct its working forces in the most economical manner possible. The Company has the right to hire, discipline and discharge for just cause, and promote employees in accordance with the provisions of this Agreement. These rights and authority are abridged or limited only by the express provisions of this Agreement. The foregoing shall not be deemed to exclude other rights of management not specifically set forth herein.
- 2.02 The Company reserves the right to require a medical examination of any present or future employee at any time by a medical practitioner of the Company's choosing, and to require certification from a medical practitioner that the employee or applicant for employment is physically fit to perform the duties of the job in question.

## **ARTICLE 3 - DISCRIMINATION**

- 3.01 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.
- 3.02 The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate in the workplace against any employee for reasons of race, national or ethnic origin, colour, religion, age, sex (including pregnancy and childbirth), marital status, family status, disability (as under the Canadian Human Rights Act), a conviction for which a pardon has been granted or political affiliation with a legitimate political party. Furthermore the Union and the Company are committed to a workplace environment that is free of harassment and where individuals are treated with respect and dignity.
- 3.03 The Company and union agree to work together to ensure a safe work environment, free from workplace harassment, violence and bullying. As per Company Policy HR 2.4, Workplace Harassment and Violence Prevention.

## **ARTICLE 4 - UNION DUES DEDUCTION**

- 4.01 The Company agrees to deduct from the wages of each employee in the bargaining unit the monthly union dues (or the equivalent thereof) as specified by the Union.
- 4.02 The Company agrees that the regular dues deductions will be made from each pay.

4.03 The Company agrees to remit the amounts deducted to the Secretary-Treasurer of the National Union before the end of the calendar month in which the deduction was made, together with the following information about each employee:

- (a) job title
- (b) home address
- (c) region
- (d) regular earnings
- (e) dues deduction made
- (f) classification
- (g) status (workers' compensation, LTD, etc.)

The Company agrees that a copy of the monthly report accompanying the Union dues will be sent to the President of the Local Union.

4.04 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.

4.05 The Secretary-Treasurer of the local Union will notify the Company of the amount of regular monthly dues and of any changes in that amount. At least Thirty (30) days' notice of any change in the amount to be deducted by the Company shall be provided in writing.

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

#### **ARTICLE 5 - UNION REPRESENTATION**

5.01 The Union agrees to notify the Company in writing of the names of its officers, chief stewards, stewards and bargaining representatives and to inform the Company in the same manner of any changes. A union officer, chief steward or steward shall not act as such until the Company has been notified of his/her appointment but thereafter, the Company shall conduct all its dealings with the Union through these designated representatives.

5.02 The National Representative of the Union representing employees covered by this Agreement may attend and participate in union-management meetings as necessary. He/she shall not conduct union activities with or meet with employees during working hours unless with the permission of the appropriate general manager or the general manager's designate.

5.03 Before entering Company property, the National Representative shall clear his/her visit and the areas of Company property he/she may visit with the appropriate general

manager or the general manager's designate. Such permission will not be unreasonably withheld.

5.04 The Company will provide 30 minutes of paid time mutually agreeable among all parties, within the first 60 days of employment, for a new Employee to meet with a member of the Unifor Executive to brief him/her on working at Rogers.

## **ARTICLE 6 - DEFINITIONS**

- "day": a calendar day unless otherwise stated in a particular article.
- "division": each of Edmundston, Fredericton, Miramichi, Saint John, Moncton and Bathurst is considered a division for the purposes of this Agreement. Employees working in smaller offices or outlying areas are considered to be working in the division to which he/she reports. The Company agrees that it will not change the division to which any employee reports without mutual agreement with the Union.
- "employee": an employee in the bargaining unit and covered by the provisions of this Agreement.
- "full-time employee": an employee who is hired to work forty (40) hours per week on a regularly scheduled basis and whose employment is reasonably expected to continue for more than six (6) months, although such employment may be terminated earlier by action on the part of the Company or the employee.
- "part-time employee": an employee who is hired to work fewer than forty (40) hours per week on a regularly scheduled basis and whose employment is reasonably expected to continue for more than six (6) months, although such employment may be terminated earlier by action on the part of the Company or the employee.
- "week": any period of seven (7) consecutive days.
- "Temporary employees": are employees in the bargaining unit whose employment is required for a defined period of not greater than 12 months and are covered by this collective agreement only as specified in Appendix "E".

## **ARTICLE 7 - PROBATIONARY EMPLOYEES**

- 7.01 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.
- 7.02 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.
- 7.03 Notwithstanding the other provisions of this Article 7, should the Company, in its opinion, be unable to properly assess the suitability or ability of an employee during the probationary period referred to in 7.01, hereinafter referred to as "the initial probationary period", the Company shall have the right upon written notice to such employee given not less than ten working days prior to the expiry of such employee's initial probationary period, to require the extension of the probationary period for an additional period not exceeding three months for that employee, commencing on the working day immediately following the expiry of the initial probationary period. During such extended probationary period, all the provisions of this Article 7 shall apply to such employee to the same extent as if such employee were within the initial probationary period. In cases where the Company intends to extend the probationary period of an employee, the union will be notified in writing of such decisions, this notification will include the reason for the probation extension.

## **ARTICLE 8 - SENIORITY**

- 8.01 (a) The seniority and seniority dates of employees who are working in the bargaining unit on the signing date of this agreement shall be in accordance with the seniority list in effect on the date of signing.
- (b) Commencing on January 1, 2000, accrual of seniority for all employees shall be on the basis of uninterrupted service in the bargaining unit. For greater clarity, previous service in the bargaining unit will not be counted as seniority for employees who enter or re-enter the bargaining unit after January 1, 2000.
- 8.02 The Company agrees that in matters relating to filling vacancies and/or new jobs through job posting, and selection of employees for layoff and recall, where ability and qualifications are relatively equal, seniority will be the determining factor.

- 8.03 If two or more employees have the same seniority date, the eldest shall be deemed to have the most seniority.
- 8.04 The Company will prepare and post on appropriate Company bulletin boards, on January 1 and July 1 of each year, a list showing the seniority of employees. One copy of this list will be sent to the President of the local Union.

#### **ARTICLE 9 - JOB POSTING**

- 9.01 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.
- 9.02 The Company agrees to post, for a period of fifteen (15) days, in all offices where employees work, a notice of every bargaining unit vacancy 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. Applications received after the expiry date will not be considered.
- 9.03 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 no 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.
- 9.04 The Company shall send a copy of any posting to the President of the Local Union at the same time as the posting is sent to the various offices of the Company. The Company further agrees that, within seven (7) working days of its selection, the Local Union President will be notified, in writing, of the successful candidate for the posting.
- 9.05 An unsuccessful applicant will have ten (10) days from the date of the selection within which to discuss the selection with Human Resources and, if he/she decides to do so, to file a grievance at Step Two of the grievance procedure.
- 9.06 The Company will not be required to award a posting to an applicant where the position in question is in a division other than the division from or in which the applicant works, unless the applicant is prepared to cover all the expenses he/she will incur in connection with any necessary move.
- 9.07 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.

9.08 The Company may post for temporary vacancies of greater than three (3) months and will abide by the provisions of this article when filling the vacancy.

#### **ARTICLE 10 - LAYOFF, RECALL AND TERMINATION OF EMPLOYMENT**

10.01 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.

10.02 In order to minimize the need to lay off full-time employees, the Company will endeavour to combine existing part-time jobs where possible, having regard to customer service, to make full-time jobs.

10.03 Notice of layoff will be given in accordance with the provisions of the Canada Labour Code.

10.04 (a) When the company decides to reduce the full-time workforce in a particular classification in a division, the most junior full-time employee in that classification in the division affected shall have the right to displace either;

(i) the most junior full-time employee in another classification in the same division on the conditions that the displacing employee has the ability and qualifications to do the work of the employee he/she is displacing and that he/she is senior to the employee being displaced, or;

(ii) if there is not a junior employee in their division which they can displace, then the most junior full-time employee in the bargaining unit can be displaced with the condition that the displacing employee has the ability and qualifications to do the work of the employee he/she is displacing and he/she is senior to the employee being displaced.

(b) If the employee whose position is being eliminated is unable to displace another employee, he/she will be laid off subject to the provisions of Article 8.02. If he/she is able to displace another employee, the displaced employee will be laid off subject to the provisions of Article 8.02.

10.05 A full-time employee being laid off will be entitled to displace the most junior part-time employee in his/her division at the time of layoff. However, should the full-time employee choose not to take an available part-time position, he/she will be laid off.

10.06 Part-time employees will be laid off in accordance with the provisions of Article 8.02 by division.



- 10.07 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 and, if necessary, the willingness to travel or relocate at his/her own expense to the location of the work.
- 10.08 When the full-time bargaining unit workforce is being increased in a particular division and there is a recall list in that division, employees on the list will be recalled for work in reverse order of layoff subject to having the ability and qualifications to perform the work in question to the satisfaction of the Company.
- 10.09 Following layoff, recall rights for regular employees will be maintained for a period of twelve (12) months. It is the responsibility of each laid off employee to keep his/her division office 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 supervisor or general manager within three (3) days of receiving a recall notice that he/she is returning to work, and if he/she fails to return to work on the appointed day (which shall be no sooner than fifteen (15) 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.
- 10.10 An 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 pay per year of service at the employee's regular hourly rate in effect at the date of layoff, prorated for part years of service and with a maximum payout of 78 weeks:

<u>Length of service</u>	<u>Pay per year of service</u>
less than five years	two (2) weeks
five to ten years	three (3) weeks
more than ten years	four (4) weeks

An employee will have a period of fourteen (14) days from the date he/she is notified of his/her layoff to advise Human Resources as to his/her choice. Any employee who does not indicate his/her choice to Human Resources within this time period will be deemed to have elected layoff rather than termination.

- 10.11 An 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 for the

twelve (12) month period. Any premiums unused (due to recall or being struck from the recall list) will be repaid to the employee.

## **ARTICLE 11 - HOURS OF WORK**

11.01 a) The standard hours of work per week shall be forty (40) hours on the basis of a five (5) day week. The standard hours of work per day shall be eight (8) consecutive hours per day. The company shall have the right to schedule the working hours of the employees to meet the business needs, provided however, that all regular hours scheduled from 9 p.m. to 7 a.m., Monday to Sunday will be paid at a rate equal to the employee's normal hourly rate plus 20% of that hourly rate. All regular hours scheduled on Saturday and Sunday within 7 a.m. to 9 p.m. will be paid at a rate equal to the employee's normal hourly rate plus 15% of that hourly rate.

(b) An employee and his or her manager may mutually agree to work up to 10 hours per day at the basic pay provided that the maximum of 80 hours at basic pay is worked in any pay period.

11.02 Any regularly scheduled shift (apart from alternate arrangements made pursuant to 11.01) of other than 8:00 a.m. - 5:00 p.m. Monday - 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 five (5) working days at a time.

11.03 Apart from the circumstances of shift rotation referred to in Article 11.02, all employees shall have two (2) consecutive days of rest each week, unless mutually agreed between the employee and his/her supervisor.

11.04 At least three (3) 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 three (3) 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

11.05 Unless otherwise mutually agreed between the employee and the Company, the meal period for an employee shall be one hour (unpaid).

## **ARTICLE 12 - OVERTIME**

12.01 (a) 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 times the employee's regular hourly rate except in the case of

alternate arrangements established pursuant to Article 11.01 where overtime will only be paid for hours worked in excess of forty (40) hours in a week.

(b) For overtime occurring immediately following a regular shift without break, the first four (4) hours will be at the rate of time and one half of the regular hourly rate while continuous additional overtime will be paid at two (2) times the employee's regular hourly rate.

(c) All overtime worked on a Sunday or a Holiday listed in Article 15.01 will be paid at two (2) times the regular hourly rate. Once two (2) times pay has been established as per this Article, all continuous hours will be paid at two (2) times the regular hourly rate until the work is completed.

(d) For the purpose of this Article, paid sick leave will be considered time worked.

12.02 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 \$38.00 per day. When an employee is designated to be "on call" on a Holiday listed in Article 15.01, they will be paid an additional \$13 "on call" pay.

12.03 (a) An employee who is called out to work overtime which is not continuous with his/her regular shift shall be paid a minimum of four (4) hours at one and one-half times his/her regular hourly rate (three hours at two times their regular hourly rate on a Sunday or Holiday).

(b) Should a subsequent call-out occur prior to the completion of the initial call-out period, then a new four (4) hour minimum will apply to the subsequent call. Only the hours worked during the initial call and the time between call-outs will be paid for.

12.04 An employee who works overtime after midnight shall have his/her next scheduled shift reduced to the extent necessary to ensure that the employee has eight (8) hours rest between the end of the overtime period and the start of his/her next scheduled shift. When the overtime immediately precedes his/her next scheduled shift or if the Company requires the employee to commence his/her next scheduled shift without eight (8) consecutive hours off the job, the length of his/her shift shall be reduced by an amount of time equivalent to the overtime hours worked between midnight and 8 a.m. The employee will be paid on a straight time basis for any time on his/her next scheduled shift from which he/she is excused because of working overtime after midnight.

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

- 12.06 All overtime work shall be voluntary except that the Company reserves the right to require employees to work overtime when insufficient volunteers are forthcoming. This right of the Company to require that employees work overtime is limited as follows:
- (a) no employee shall be required to work overtime in excess of eight (8) hours per week, except in the event of emergency;
  - (b) no employee shall be required to work overtime in excess of sixteen (16) hours per month, except in the event of emergency.
- 12.07 Where possible, an employee will be given at least one (1) hour notification before the end of his/her shift if he/she is required to work overtime at the conclusion of the shift.
- 12.08 In lieu of payment for overtime worked, employees may choose to take time off. When the employee chooses this option, the following conditions shall apply:
- (a) time off will be granted at the rate of time and one-half for hours worked beyond forty (40) hours per week;
  - (b) no more than 10 days total may be banked in any one Calendar year;
  - (c) all unused banked time shall be paid out on the last pay of December;
  - (d) all time must be mutually agreed upon with the supervisor.
- 12.09 A meal period shall be authorized in connection with overtime work and, provided the time taken does not exceed twenty (20) minutes, this time shall be considered a part of the time worked.
- 12.10 When an employee works overtime for two (2) hours or more either at the beginning or at the end of his/her regular shift, he/she will be allowed an overtime meal allowance in a reasonable amount, not to exceed \$15.00, if a receipt for the cost of the meal is provided by the employee.

### **ARTICLE 13 - WAGE ADMINISTRATION**

- 13.01 The basic rates of pay for the employees covered by this Agreement shall be as set forth in the wage schedules in Appendix A attached hereto and forming part of this Agreement.
- 13.02 New employees having experience useful to the Company, or experienced former employees, may be hired or rehired at starting rates which take into consideration the value of their experience in the position in which they are to be employed.
- 13.03 Effective July 1 of each contract year, non-probationary employees shall advance one (1) performance step in their respective classifications. Employees are expected to maintain performance at or above the level necessary to adequately perform their duties.

Performance shall be documented in the written performance review. A concerted effort shall be made by the Immediate Manager through performance management to assist the employee so that his/her performance does not drop below the standard.

- 13.04 Increases in rate of pay which an employee would have received had he/she been on the job shall be made effective while he/she is absent due to illness, injury or any leave taken under Article 18 so long as the total period of absence does not exceed six (6) months.
- 13.05 Service Technicians who are scheduled as being "On Call" and responsible for Maintenance work, will be paid at their same step on the Maintenance Technician's Wage Schedule for all such time scheduled as "On Call", including regular work hours. For clarity, if a Service Technician is on Step 4 of the Service Technician Wage Schedule for the time on call, where responsible for Service and Maintenance work, the individual will be paid at Step 4 of the Maintenance Technician Wage Schedule.

**ARTICLE 14 - PENSION**

- 14.01 The Company agrees that there will continue to be a pension plan in place for the benefit of the employees, and that the Company's financial contribution to the pension plan will not be reduced below current levels.

**ARTICLE 15 - HOLIDAYS**

- 15.01 The following are recognized as paid holidays:

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

Plus 1 floater day to be taken at any time mutually agreeable between the employee and his or her manager. New employees hired after September 30 will not be eligible for a Floater Day in that Calendar year. Floaters can be taken in half day increments.

- 15.02 When a day listed in 15.01 falls on a Saturday or Sunday, the Company will choose another day to 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. However, employees required to work on the actual holiday (Saturday or Sunday) will be compensated at a rate of time plus two times their regular hourly rate for each hour worked on that day, and the rules of Article 15.04 will apply. For clarification, if an employee works a regularly

scheduled shift on the Actual day (Saturday or Sunday) and the Observed day (Monday), the employee will receive overtime status (2 x) for only one day.

- 15.03 An employee who would normally be at work on the paid holiday but who is not required to work that day will be paid holiday pay (a normal day's pay for that employee). An employee who is absent from work without the approval of his/her supervisor on the paid holiday will not be paid holiday pay.
- 15.04 If an employee is required to work and does work on a paid Holiday, he or she will have the following options:
- a) Holiday pay, plus two times the regular hourly rate for hours actually worked.
  - b) Holiday pay plus the regular hourly rate for the time actually worked plus additional time off, paid at the regular hourly rate, equal to the amount of hours actually worked at a time to be mutually agreed between the employee and his or her supervisor. Employee requests, for the purpose of scheduling the additional day off, will not be unreasonably denied.
- 15.05 Where a paid holiday occurs during an employee's vacation, the employee will not receive holiday pay for that holiday but will be permitted to take an additional day off with pay, at a time to be mutually agreed between the employee and his/her supervisor.
- 15.06 An employee who works on Christmas Eve or New Year's Eve shall be paid two and one-half times his regular hourly rate for all time worked between the hours of 5 p.m. and midnight. A separate overtime premium will not be paid even if the hours worked constitute overtime for the employee.

## **ARTICLE 16 - VACATIONS**

- 16.01 The vacation year is the period January 1 to December 31.
- 16.02 Vacation entitlement is granted at the beginning of the year. Vacation is taken in the calendar year for which it is granted, beginning January 1st and ending December 31st. No vacation time may be granted from the following calendar year in advance of being earned without the prior approval of a Vice-President. In circumstances where the employee has taken all of their vacation entitlement and leaves the Company before the end of the year, the employee may have taken unearned vacation and owe funds to the Company. The Company will recover monies resulting from unearned vacation from employees' final pay.

Regular Full Time employees are entitled to vacation days in accordance with the following table:

**Table 1:**

<b>Years of Service (in which service anniversary date occurs)</b>	<b>Number of Business Days</b>	<b>Equivalent Number of Weeks</b>
During first year of Service	1 day per month to a maximum of 10 days	2 or less depending on number of months worked
1-2 years of service	10	2
3-5 years of service	15	3
6 years of service	16	3 + 1 day
7 years of service	17	3 + 2 days
8 years of service	18	3 + 3 days
9 years of service	19	3 + 4 days
10 years of service	20	4
11 years of service	21	4 + 1 day
12 years of service	22	4 + 2 days
13 years of service	23	4 + 3 days
14 years of service	24	4 + 4 days
15-20 years of service	25	5
21 years of service	26	5 + 1 day
22 years of service	27	5 + 2 days
23 years of service	28	5 + 3 days
24 years of service	29	5 + 4 days
25 years of service and beyond	30	6

For temporary employees and regular part time employees, vacation is paid bi-weekly, based on government legislation and employees may request the equivalent number of days as unpaid days off (e.g., 4% = 2 weeks, 6% = 3 weeks). Requests for vacation must be approved in advance by the employee's manager.

- 16.03 For employees with one (1) or more years worked, vacation pay entitlement is the applicable percentage of the vacation year's earnings or the applicable number of weeks of vacation times the same number of weeks of current earnings, whichever is greater. Where an employee's vacation pay exceeds their regular earnings, the extra vacation pay will be paid to the employee no later than March 30 of each year. For employees with less than one (1) year worked, vacation pay entitlement is 4% of the employee's earnings in that less than one (1) year period.

16.04 The following will count as time worked for the purpose of determining entitlement to vacation leave and vacation pay: child care leave, bereavement leave, sick leave, absence while in receipt of short-term disability benefits, and absence while in receipt of workers' compensation benefits and vacation leave. No vacation leave or vacation pay will be granted or payable in relation to any period of absence in excess of 12 consecutive months. However, employees on approved absences will continue to be credited for service and seniority during the period of the absence.

16.05 Employees can carry over up to five (5) days of earned vacation into the next calendar year with management approval. This provision is intended for those extenuating circumstances where employees cannot take all their vacation during the year (for example, due to timing of a leave), or where the nature of the employee's workload does not permit them to take all of their vacation during the calendar year.

Deferred vacation days are to be used by March 31st of the following year or at the end of an approved leave. Deferred vacation not taken by March 31st of the following year will be forfeited.

16.06 The scheduling of vacations will continue to be handled on a divisional basis in accordance with the general principle that seniority will determine vacation selection. Initial vacation selections by seniority will be limited to two (2) weeks for each employee until all employees have selected two (2) weeks. An employee's initial two (2) weeks will be booked by February 14<sup>th</sup> to guarantee seniority based pick. An employee who does not submit their vacation request by this date will have to pick their vacation after the employee with the lowest seniority. The first two (2) weeks of vacation selections will be approved by the supervisor no later than March 15th. Employees entitled to more than two (2) weeks of vacation may then select the balance of their vacation entitlement by seniority. In order to assist Employees with their vacation scheduling a draft of the proposed work schedule for the year will be made available to technicians by January 15<sup>th</sup> of each year. Vacation time must be exhausted or scheduled prior to submitted banked time off. Depending on operational requirements, the Company shall allow employees to change scheduled vacation with reasonable advance notice.

16.07 During the school vacation period, each employee will be limited to a maximum of two (2) weeks of vacation in order to ensure that all employees have the opportunity to take vacation during the summer months. If any summer vacation weeks remain after all employees in a division have had the opportunity to take two (2) weeks in the summer, employees entitled to additional vacation may take in excess of two (2) weeks in the summer, picking in accordance with seniority.

16.08 When an employee becomes ill or meets with an accident while on vacation and advises the Company of this immediately, the Company may reschedule all or any part of the vacation if, in the judgment of the Company, the circumstances warrant. If the decision is



made to reschedule the vacation, due consideration will be given to the wishes of the employee concerning the timing of the rescheduled vacation.

16.09 An employee who resigns, is dismissed or is laid off shall be granted vacation pay as follows:

- (a) if all earned vacation has been taken, the employee is not entitled to any further vacation pay;
- (b) if some or all of the earned vacation has not been taken, the employee shall be paid any balance owing on account of vacation pay already earned (but not paid) calculated at 4% of earnings from the January 1 immediately preceding the date of resignation, dismissal or layoff to the date of resignation, dismissal or layoff (6% of earnings if the employee has completed six (6) consecutive years of employment at the date of resignation, dismissal or layoff).

#### **ARTICLE 17 - SICK LEAVE AND GROUP INSURANCE BENEFITS**

Existing STD Schedule to form part of this agreement as in attached Appendix "B"

- 17.01 Full-time employees unable to work due to illness or injury will be indemnified for lost earnings within the limitations contained in this Article.
- 17.02 For absences from work of less than three (3) days in duration, or for the first three (3) days of a longer absence, an employee's regular pay will be continued as though he/she was working his/her regularly scheduled shifts.
- 17.03 For absences longer than three (3) days 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. Please refer to Appendix "B".
- 17.04 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.
- 17.05 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.

- 17.06 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.
- 17.07 The Company agrees that during the term of this agreement it will not diminish the general level of group benefits currently provided to employees including but not limited to disability benefits (short term as per clause 17.03 and Long term), life insurance (including AD&D), and health(including prescription drugs, vision and dental care).
- 17.08 The Company will reimburse employees for the receipted cost of an annual flu vaccination to a maximum amount of \$25.00 in circumstances where the employee cannot reasonably take advantage of company sponsored vaccination clinics.

#### **ARTICLE 18 - CHILD CARE LEAVE**

- 18.01 Every employee who has completed six (6) months of continuous service with the Company is entitled to and shall be granted child care leave in accordance with the provisions of the Canada Labour Code.

#### **ARTICLE 19 - PERSONAL LEAVE**

- 19.01 Subject to operational requirements, the Company will grant time off (unpaid) to any employee for legitimate personal reasons. The employee shall give his/her supervisor 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 employee may be absent for any reason at any one time.
- 19.02 The Company will continue its practice of permitting employees to take time off with pay to attend appointments for medical examinations, so long as the examinations are scheduled as closely as possible to either end of the employee's shift or during the employee's lunch break and the employee does not make unreasonable use of this privilege.

#### **ARTICLE 20 - BEREAVEMENT LEAVE**

- 20.01 The Company will indemnify employees against loss of pay and benefits for regularly scheduled shifts missed on a maximum of five (5) days immediately following the death of the employee's spouse (including common-law spouse), parent, child (including adopted child), sister, brother, father-in-law, mother-in-law, and any relative permanently residing in the employee's household or with whom the employee permanently resides.

- 20.02 The Company will indemnify employees against loss of pay and benefits for regularly scheduled shifts missed on a maximum of three (3) days immediately following the death of the employee's parent's spouse (including common-law spouse), grandfather, grandmother, father-in-law's spouse (including common-law spouse), and mother-in-law's spouse (including common law spouse).
- 20.03 Employees will be granted one (1) day off with basic pay to attend the funeral of a sister-in-law, brother-in-law, aunt, uncle, or when requested to act as a pallbearer.
- 20.04 The Company may extend the periods of bereavement leave provided in 20.01, 20.02 and 20.03 up to two (2) days when, in the opinion of the Company, sufficient travel is involved to justify an extension.
- 20.05 An employee who is on vacation when a death or funeral occurs that would have been covered by Article 20.01, 20.02, or 20.03, shall receive one (1) day of Bereavement leave to attend the funeral and one (1) day of vacation shall be returned to the employee. Employees will be expected to advise the Company immediately of this change.

#### **ARTICLE 21 - WITNESS AND JURY DUTY**

- 21.01 The Company will indemnify employees against loss of pay and benefits for regularly scheduled shifts on account of absence due to jury duty or witness duty (in cases where the employee is under subpoena in court proceedings), and any employee so indemnified will, in turn, remit any fees received on account of such service as a juror or witness to the Company.

#### **ARTICLE 22 - TIME ALLOWANCE (UNION BUSINESS)**

- 22.01 The Company shall pay for reasonable time spent during normal working hours on Company premises for employees, stewards and officers when involved in grievance meetings with management.
- 22.02 The Company will grant time off with pay for two (2) employees on the Union bargaining committee, for collective bargaining with the Company. This time off with pay is limited to face-to-face, direct bargaining with the Company until the date that a new collective agreement is signed or a legal strike/lockout position is reached.
- 22.03 Subject to operational and other business requirements, the Company will grant leave of absence without pay, as requested by the Union, to be absent on Union business.

22.04 Requests for leave under Article 22.03 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.

22.05 An employee granted a leave under this Article 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.

### **ARTICLE 23 - CLOTHING AND TOOLS**

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

- four (4) long sleeve shirts
- four (4) short sleeve shirts
- three (3) pairs of pants
- one (1) summer jacket
- one (1) winter jacket or one (1) pair winter coveralls
- safety glasses
- hard hat with chin strap
- rain suit
- lineman gloves
- winter gloves
- summer coveralls
- boot liners
- one (1) pair of overshoes

23.02 Employees will be responsible for the cleanliness and repair of all such apparel. The Company agrees to pay for dry cleaning of one winter parka as needed, subject to Supervisory/Managerial approval.

23.03 The Company will compensate employees to a maximum of \$250.00 per calendar year towards the receipted cost of safety footwear. Safety footwear shall include safety boots, safety shoes, line boots and rubber boots. Compensation will be provided toward the cost of each of the above described safety footwear. However, the total compensation per employee per calendar year will not exceed the total receipted cost of \$250.00.

23.04 The Company will replace employees' clothing damaged under unusual job conditions.

23.05 When an employee leaves the employ of the Company, he/she must return to the Company, from any clothing provided under this Article, any removable patch or crest which has on it the Company's name, logo or any other markings identifying it with the Company.

23.06 The Company shall continue its practice of deciding what tools are required for the job and supplying them to employees. The Company shall, in its judgment, replace tools which become obsolete or worn out. Each employee shall be responsible to the Company for all tools assigned to him/her.

#### **ARTICLE 24 - HEALTH AND SAFETY**

24.01 The Company, the Union and the employees acknowledge their shared responsibilities in matters of health and safety, and agree to adhere to the provisions of Part II (including any regulations) of the Canada Labour Code - Occupational Safety and Health.

24.02 There is and will continue to be a safety committee or safety representative in each workplace in accordance with the provisions of Part II of the Canada Labour Code.

24.03 The parties recognize that employees have the right to refuse dangerous work. Any employee wishing to exercise this right shall inform his/her supervisor and a member of his/her safety committee (or safety representative) and shall proceed pursuant to the provisions of Part II of the Canada Labour Code.

24.04 Work in extreme weather conditions or in the dark will be handled in accordance with Company policy, which recognizes the importance of the judgment of individual employees in matters affecting their own safety.

#### **ARTICLE 25 - TRAVEL TIME**

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

(a) normally, travel time will be during normal working hours and paid for at 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 26 - TRAVEL EXPENSES**

26.01 An employee required to travel on Company business will be reimbursed for expenses incurred by him/her in accordance with Company policy, which provides for reimbursement of reasonable expenses for meals, accommodation and mileage. A travel

expense report must be submitted to the employee's supervisor for approval and transmission to the accounting department.

- 26.02 Meal reimbursement: Actual cost incurred supported by a receipt. All employees will be expected to use their own judgment as to what is a reasonable cost.
- 26.03 Accommodation: Actual cost incurred of approved hotel/motel room rental. In most cases, the room is to be billed to the Company. It will be the responsibility of the employee to ensure that billing arrangements have been made. If the bill is paid by the employee, the receipt must be included with the travel expense report.
- 26.04 Mileage: A mileage rate of \$.39 per kilometer will be paid to employees who are authorized to drive their own vehicles on Company business.

#### **ARTICLE 27 - DISCIPLINE**

- 27.01 No employee shall receive a written reprimand or warning, be suspended or be dismissed, except for just cause.
- 27.02 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.
- 27.03 The Company agrees to give as much prior notice as possible of the meeting referred to in Article 27.02 to the steward or chief steward concerned.
- 27.04 The Company agrees to provide the employee and if requested by the employee, his/her steward, with written notification of the imposition of a suspension or dismissal and the reasons therefor, at the time of imposition or as soon thereafter as possible.
- 27.05 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. The date the discipline was imposed, as documented on a disciplinary letter, shall be used to determine the 24 month period.

#### **ARTICLE 28 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 28.01 "Grievance" shall mean a statement in writing that is submitted in accordance with the applicable procedure contained in this Article and which sets out any difference relating to

the interpretation, application, administration or alleged violation of any provision of this Agreement.

- 28.02 "Day", for the purposes of this Article, shall mean any day that is not Saturday, Sunday or one of those holidays described in Article 15 of this Agreement.
- 28.03 "Grievor" shall mean the employee(s) concerned, the Union or the Company as the case may be.
- 28.04 It is agreed that a final and binding settlement of all grievances shall be arrived at in accordance with the terms of this grievance and arbitration procedure.
- 28.05 Before presenting a grievance, an employee shall first discuss the matter with his/her immediate supervisor. If the employee is not satisfied with the supervisor's reply, a grievance may be advanced in accordance with the steps set out in this Article.
- 28.06 No grievance will be considered where the circumstances giving rise to it were known or ought reasonably to have been known by the grievor more than ten (10) days before the filing of the grievance.
- 28.07 **Step One:** The employee shall take the matter up with his/her immediate Team Manager/Manager (or their designate). The employee may have the assistance of a Steward/Chief Steward.
- 28.08 **Step Two:** If the matter is not settled by the immediate Team Manager/Manager (or their designate) within 7 working days from the date on which it was taken up with him/her, the union may investigate the employee's grievance. In order to pursue it further, the grievance will be put in writing and be signed by the employee concerned and Steward/Chief Steward. The grievance shall contain a statement of the facts complained of and the adjustment requested. The union representative and the employee will meet with the Director (or their designate) and he/she will render his/her decision to the employee and union within 7 working days of receiving the written grievance.
- 28.09 **Step Three:** If the matter is not settled in Step Two, the employee may within 7 working days of the response, refer the grievance in writing to the Vice President and he/she or his/her representative shall meet with the employee and Local President to review the grievance and shall render a decision in writing to the employee and the union within 7 working days.
- 28.10 **Step Four:** If the matter is not settled in Step Three, the employee may within 7 working days refer the grievance to the Vice President of Human Resources and he/she or his/her representative shall meet with the employee, and Local President and National Representative to review the grievance and shall render a decision in writing to the employee and the union within 7 working days.

- 28.11 **Step Five:** If the decision to the grievance as set out in Step Four is not acceptable to the grievor, the union may request the grievance proceed to arbitration at any time within 30 working days following the decision at Step Four. The arbitrator shall be selected by agreement of the parties, or failing that, appointment by the Federal Minister of Labour.
- 28.12 A Group Grievance is a common grievance being filed by more than one employee and will automatically proceed to Step Two.
- 28.13 An Executive Grievance is a grievance tabled by the Union and will automatically proceed to Step Three.
- 28.14 A Management Grievance is a grievance tabled by Management and will automatically proceed to Step Three.
- 28.15 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 that Union representative.
- 28.16 The parties agree that in most cases, arbitrations will be heard by single arbitrators, appointed by agreement of the parties. However, both parties reserve their right to require the appointment of a three-person arbitration board.
- 28.17 The party referring a grievance to arbitration shall, in accordance with the time limits set out in 28.11, 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.
- 28.18 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.



- 28.19 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 28.15 the name of its nominee to the board. If the receiving party wishes arbitration by three-person board, it shall so indicate to the referring party within the time limit for response set out in Article 28.15 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 the appointment of a chair.
- 28.20 Each party shall be responsible for its own expenses (including the cost of its nominee in the case of a three-person board) and the parties shall share equally the compensation and expenses of the single arbitrator (or board chair).
- 28.21 If advantage of the provisions of this Article has not been taken within the time limits specified herein, the grievance shall be deemed to have been abandoned and cannot be reopened. The last written reply that was presented within the required time limits will be considered the resolve to the grievance on a without prejudice basis. Time limits in this Article may be extended only by mutual written agreement between the Company and the Union.

#### **ARTICLE 29 - UNION EXPENSES**

- 29.01 Unless otherwise specified in this Agreement the Union shall bear the expenses incurred by its own representatives in attending meetings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings shall be borne by the parties in equal shares.

#### **ARTICLE 30 - BULLETIN BOARD**

- 30.01 The Company will provide a bulletin board in each division 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 the Vice-President, Human Resources.

### **ARTICLE 31 - TECHNOLOGICAL CHANGE**

31.01 The Company and the Union agree that sections 52, 54 and 55 of Part I of the Canada Labour Code shall apply to the parties to this Agreement during its term.

### **ARTICLE 32 - STRIKES AND LOCKOUTS**

32.01 The Union agrees there will be no strikes and the Company agrees there will be no lockouts, except as permitted by the provisions of the Canada Labour Code.

32.02 The words "strike" and "lockout" shall have the meanings given the words in the Canada Labour Code.

### **ARTICLE 33 - BARGAINING PROCEDURE**

33.01 When notice to bargain is given pursuant to the provisions of Article 34.01 of this Agreement, the parties shall meet, through their designated bargaining representatives, within twenty (20) days to exchange proposals, unless a later date is mutually agreed. It is understood that the agreement to exchange proposals is not intended to limit either party's ability to later amend or add to its original proposals.

33.02 No agreement resulting from collective bargaining shall be deemed to have been concluded until it is in writing and signed by the authorized representatives of the Union and the Company.

33.03 The Company and the Union will share equally the cost of printing the new collective agreement in English and French.

### **ARTICLE 34 - DURATION, RENEWAL AND VALIDITY**

34.01 This Agreement shall take effect the 1<sup>st</sup> day of March, 2015, and shall remain in full force and effect until the 28<sup>th</sup> day of February, 2019, and from year to year thereafter unless written notice to bargain is given by either party to the other during the four (4) month period immediately preceding the expiry of this Agreement.

34.02 In the event that any provision of this Agreement is held to be contrary to the provisions of any law now in effect or hereinafter enacted, this Agreement shall be amended by agreement of the parties to make it conform to the requirements of any such law.

34.03 Once notice to bargain has been given, this Agreement will continue in effect unless terminated in accordance with the provisions of the Canada Labour Code.

**ARTICLE 35 - EDUCATION**

35.01 Employees covered by this agreement are eligible to participate in the Company's Educational Assistance Program in accordance with HR Policy 6.1 EDUCATIONAL ASSISTANCE.

**ARTICLE 36. - RETIREE BENEFIT**

36.01 "All retirees will continue to receive existing discounts on Rogers' products for a period of two years after their last day of employment. This is subject to change as per company policy".

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 29<sup>th</sup> day of MAY, 2015, at Saint John, New Brunswick.

ROGERS		UNIFOR, LOCAL 875	
_____ Terry Hearn VP, Human Resources	_____ Date	_____ Mike MacMullin National Representative, Unifor	_____ Date
_____ Lawrence Johnson Director, Field Operations	_____ Date	_____ Mark Macaulay Union President	_____ Date
_____ Tracey Birmingham Manager, Human Resources	_____ Date	_____ Peter Fillmore Union Vice President	_____ Date

**Appendix "A" - Wages**

**Service Tech**

Current		2.00%	2.25%	2.50%	3.00%
1					
2	\$21.44				
3	\$22.33				
4	\$23.07				
5	\$23.94				
6	\$24.95				
7	\$26.33				
8	\$26.72				
9	\$27.13				
10	\$27.52				
11	\$28.01				

  

	2.00%	2.25%	2.50%	3.00%
Step	Mar-15	Mar-16	Mar-17	Mar-18
1	\$23.53	\$24.06	\$24.66	\$25.40
2	\$24.42	\$24.97	\$25.59	\$26.36
3	\$25.45	\$26.02	\$26.67	\$27.47
4	\$26.86	\$27.46	\$28.15	\$28.99
5	\$27.25	\$27.86	\$28.56	\$29.42
6	\$27.67	\$28.29	\$29.00	\$29.87
7	\$28.08	\$28.71	\$29.42	\$30.31
8	\$28.57	\$29.21	\$29.94	\$30.84
9	\$28.99	\$29.65	\$30.39	\$31.30

**Maintenance Tech / Planner / Construction / Fiber Tech**

Current		2.00%	2.25%	2.50%	3.00%
1					
2	\$24.24				
3	\$24.97				
4	\$25.86				
5	\$26.87				
6	\$27.82				
7	\$28.66				
8	\$29.09				
9	\$29.53				
10	\$30.35				
11	\$30.80				

  

	2.00%	2.25%	2.50%	3.00%
Step	Mar-15	Mar-16	Mar-17	Mar-18
1	\$26.37	\$26.97	\$27.64	\$28.47
2	\$27.41	\$28.02	\$28.72	\$29.58
3	\$28.37	\$29.01	\$29.74	\$30.63
4	\$29.23	\$29.89	\$30.63	\$31.55
5	\$29.67	\$30.34	\$31.09	\$32.03
6	\$30.12	\$30.80	\$31.57	\$32.51
7	\$30.95	\$31.65	\$32.44	\$33.41
8	\$31.41	\$32.12	\$32.92	\$33.91
9	\$31.89	\$32.60	\$33.42	\$34.42

**Head End Tech / Network Operations Specialist**

Current		2.00%	2.25%	2.50%	3.00%
1	\$26.15				
2	\$27.03				
3	\$28.04				
4	\$29.41				
5	\$30.01				
6	\$30.60				
7	\$31.23				
8	\$31.92				
9	\$32.56				
10	\$33.05				

  

	2.00%	2.25%	2.50%	3.00%
Step	Mar-15	Mar-16	Mar-17	Mar-18
1	\$28.60	\$29.25	\$29.98	\$30.88
2	\$30.00	\$30.67	\$31.44	\$32.38
3	\$30.61	\$31.30	\$32.08	\$33.05
4	\$31.22	\$31.92	\$32.72	\$33.70
5	\$31.85	\$32.57	\$33.38	\$34.39
6	\$32.56	\$33.29	\$34.12	\$35.15
7	\$33.22	\$33.96	\$34.81	\$35.86
8	\$33.71	\$34.47	\$35.33	\$36.39
9	\$34.22	\$34.99	\$35.86	\$36.94

**APPENDIX “B” - SHORT TERM DISABILITY POLICY**

Coverage for this benefit is provided by Rogers Cable.

**ELIGIBILITY**

All permanent full-time employees with at least one (1) full calendar month of continuous service on the first day of absence due to illness or an outside of work accident are entitled to benefits as per the following schedule:

<b>LENGTH OF SERVICE</b>	<b>100% WAGES</b>	<b>66 2/3 WAGES</b>
<b>Less than 3 months</b>	1 week	---
3 months but less than 1 year	2 weeks	15 weeks
1 year but less than 2 years	3 weeks	14 weeks
2 years but less than 3 years	4 weeks	13 weeks
3 years but less than 4 years	8 weeks	9 weeks
4 years but less than 5 years	10 weeks	7 weeks
5 years but less than 6 years	12 weeks	5 weeks
6 years but less than 7 years	14 weeks	3 weeks
7 years but less than 8 years	16 weeks	1 week
8 years or more	17 weeks	---

**SUCCESSIVE DISABILITIES**

Successive absences from work are considered to be in the same period of disability unless separated by:

- 1) one (1) month, if they resulted from unrelated causes;
- 2) three (3) continuous months, if they result from the same or related causes.

In the case where disability is due to an occupational injury, this policy cannot apply. Occupational injuries fall under the jurisdiction of Workplace Health, Safety and Compensation Commission (WHSCC), formerly Workers’ Compensation Board (WCB).

Claims must be filed immediately with the WHSCC to facilitate prompt issue of claim cheques. All employees should inform their supervisor immediately of any occupational injury.

## **LIMITATIONS**

Payments will not be made under this policy for any period of disability:

- for any occupational injury;
- during which you are not under the regular care of a doctor or;
- during which you engage in an occupation or employment for wage or profit, other than rehabilitative employment, or;
- beyond the normal retirement age (70 years old).

The payment of benefits can only cease on the date of layoff or separation when the disability started within the two months preceding this date, and that notice of layoff or separation was given prior to the beginning of the disability. In all other situations relating to layoff or separation, benefits must be paid for the lesser of the duration of the disability or 15 weeks.

Weekly indemnity benefits, which begin to be paid prior to age 65, will continue until the employee has received a total of at least 15 weeks of benefits or until the employee is no longer disabled or retires, whichever comes first.

## **PROCEDURE**

Employee's responsibilities:

- To notify your supervisor promptly that you will be unable to report for work.
- To obtain proper medical care to ensure rapid and complete recovery.
- To provide medical evidence of your disability if requested.
- To comply with company requests to furnish additional medical information and/or to be examined by a physician designated by the company.
- To inform the Company of the address and telephone number as to where you can be reached during your absence, if different from your residence.

Note: Failure to comply with these responsibilities shall constitute just cause for termination of benefit payments.

## APPENDIX "C"



March 20, 2015

### **Letter of Understanding**

Mike MacMullin  
National Representative, Unifor  
Moncton Office  
55 Highfield Street  
Moncton, NB E1C 5N2

Dear Mike:

### **Re: Rogers Cable use of Contractors**

Further to discussions during contract negotiations concerning Rogers Cable's use of contractors in New Brunswick, this letter serves to clarify the Company's position on the matter.

Rogers Cable appreciates the concern of the membership with respect to contracting out, and further recognizes that the membership acknowledges that Rogers Cable has a right to utilize Contractors, subject to Clause 1.04 of the Agreement.

While Rogers Cable is not in a position to commit to any Collective Agreement limitations surrounding its use of contractors during the life of this Agreement which may impede the goals of *Customer First*, we can state that it is our intention to utilize contractors primarily in times of cyclical demand where pressure is placed on lead times, as well as for vacation and disability coverage, and instances of specific project activity.

Through the life of this Collective Agreement, Rogers Cable will fill vacancies in the bargaining unit with bargaining unit employees, according to the provisions of Article 9 – Job Posting.

Sincerely,

Terry Hearn  
VP, Human Resources  
Rogers Communications



APPENDIX "D"



March 20, 2015

**Letter of Understanding**

Mike MacMullin  
National Representative, Unifor  
Moncton Office  
55 Highfield Street  
Moncton, NB E1C 5N2

**Re: Proof of Illness**

During the life of this collective agreement, the Company will fully reimburse employees for any receipted reasonable expense, to a maximum frequency of once per calendar year, incurred in providing proof of illness or injury.

Furthermore, when the company chooses to exercise its right to require a medical examination of an employee by a medical practitioner of its choosing, as per Article 2.02, the Company will pay for such examination as has been the practice to date.

Sincerely,

Terry Hearn  
VP, Human Resources  
Rogers Communications

**APPENDIX "E"**  
**TEMPORARY EMPLOYEES**

The provisions of this Appendix "E" shall apply to all temporary employees for whom the Union is the bargaining agent. The other provisions of the Collective Agreement shall apply to such employees, except as specifically provided for or modified by this Appendix "E".

Articles 7 through 10, 13.03, 13.04, 14, and 16 through 22 shall not apply to temporary employees.

Articles 27 and 28 shall only apply in reference to articles not listed above.

The union will be notified for the reason of hiring and the duration of employment.

In the event that the Company decides to extend the employment of a temporary employee beyond the specific term or project, it will notify the Union in advance. The company and union may agree to extend a temporary employment contract for up to an additional 12 months if the need still exists. For extensions beyond the original 12 months, the Company agrees to extend Rogers benefits (excluding STD, LTD, and employee discounts) to the temporary employee, where appropriate.

Temporary employment can be ended at any time with 2 weeks written notice or immediately with just cause. Temporary employees will not be terminated for the sole purpose of rehire to maintain their temporary status.

Temporary employees will be given full consideration by the Company when filling job vacancies. The Company will consider the ability and qualifications of the applicants for the job and where all of these factors are equal, as determined by the Company, temporary employees will be given preference over outside applicants.

When a temporary employee becomes employed as a regular full or part-time employee, upon completion of the probationary period, service shall be effective from the original date of continuous employment as a temporary employee.

Vacation is paid bi-weekly, based on government legislation and employees may request the equivalent number of days as unpaid days off (e.g., 4% = 2 weeks, 6% =3 weeks). Requests for vacation must be approved in advance by the employee's manager

**APPENDIX "F"**  
**LETTER OF UNDERSTANDING – PERMANENT WORKPLACE ACCOMODATION**

April 9, 2015

This is a letter of understanding between Rogers Communications and the Unifor, Local 875 regarding 'workplace accommodation' as a result of a substantiated disability (STD, LTD and or WHSCC) which prevents an employee from carrying out their normal job duties.

Effective the signing date of this letter, both parties agree to co-operate in any employee's safe return to suitable and available employment in accordance with the usual applicable policies, recognizing that each case must be dealt with having regard to the individual employee's needs.

**Process for Permanent Accommodation:**

**Stage 1- Accommodation in 'Pre-disability position'**

- The Company will make every attempt reasonable to try and accommodate the employee in their pre-disability position.
- If accommodation within the employee's 'pre-disability position' is feasible, all working conditions will remain unchanged.

**Stage 2 - Explore feasibility of accommodation in an alternative position within the bargaining unit**

- If reasonable accommodation at 'Stage 1 ' is not feasible, the Company will explore alternative options for accommodating the employee in an alternative position within the bargaining unit.
- If an alternative position is reasonably possible within the Bargaining Unit all working conditions (i.e. employee's pay, etc.) will be adjusted to align with that of the accommodated position, from the date of the accommodation.

**Stage 3 - Explore feasibility of accommodation in an alternative position outside the Bargaining Unit and within the employee's existing operating group**

- If reasonable accommodation at 'Stages 1 and 2' is not feasible, the Company will explore alternative options for accommodating the employee in an alternative position that is outside of the bargaining unit and within their existing operating group.

- Should Stage 3 be initiated, the Company and Union agree that upon completion of a twelve (12) month period from the date of the initial permanent accommodation, hereafter referred to as the "Checkpoint", should the accommodated position be deemed suitable, all working conditions including compensation and bargaining unit membership etc. will be adjusted to align with that of the accommodated position. Should there be any dispute among the parties regarding the suitability of the accommodation; the parties agree to follow the Grievance Procedure as outlined in the Collective Agreement.

**Stage 4 - Explore feasibility of accommodation in an alternative position outside the bargaining unit and outside the employee's existing operating group**

- If reasonable accommodation at 'Stages 1, 2 or 3' is not feasible, the Company will explore alternative options for accommodations the employee in an alternate position outside the bargaining unit and outside their existing operating group.
- Should Stage 4 be initiated, the Company and Union agree, as in Stage 3, at the point in time 12 months after the Checkpoint should the accommodated position be deemed suitable, all working conditions including compensation and bargaining unit membership, etc. will be adjusted to align with that of the accommodated position. Should there be any dispute among the parties regarding the suitability of the accommodation the parties agree to follow the Grievance Procedure as outlined in the Collective Agreement.

**Additional Terms:**

1.01 It is further agreed and understood that adjustments in compensation will be made over a 90 day period, from the date of the accommodation, in equal monthly increments.

1.02 If an employee is accommodated outside of the bargaining unit, the employee will retain their existing Union seniority prior to the period of accommodation. The parties agree that where an employee leaves the bargaining unit due to accommodation requirements and later re-enters the bargaining unit, Article 8.01 (b) will not deprive the employee of seniority based on previous service in the bargaining unit and the employee will be inserted on the seniority list based on the years of service prior to the period of accommodation.

1.03 The Company reserves the right to request on a reasonable basis updated medical documentation, at the Company's expense, and or recommend that the employee undergo reassessment with their attending Physician and provide the updated information to the Disability Management Team/ HR Advisor and/or Rogers Third Party Disability Management Provider for review to confirm the extent of the limitations to support the continuation of the accommodation.

1.04 The Company reserves the right to request an employee to participate in an Independent Medical Examination (IME) with a medical physician appointed by the Company and/or a Functional Abilities Evaluation (FAE) with a skilled evaluator if required. The Company must have reasonable and probable grounds to make the request. If there is any dispute between the parties regarding such request or whether it is reasonable and probable, the parties will follow the Grievance Procedure in the collective agreement. In accordance with the Company's policies, the Company will explore all feasible options for reasonable work accommodation for qualified employees with a validated disability. The employee with a disability must be reasonably qualified for the accommodated position with or without the provision of reasonable training and development by the Company. This means the employee (1) satisfies the requisite skill, experience, education, and other job-related requirement of the accommodation position; and (2) can perform the essential functions of the position with or without reasonable accommodation in a competent manner.

1.05 Specific assessments for reasonable accommodation will be made on a case by- case basis and will consider factors such as the nature and cost of the accommodation requested, and the impact of the accommodation on safety and other operations of the organization.

1.06 Nothing in this Letter of Understanding will affect the accommodation provided to employees who are working in accommodated positions as of the date of this agreement.

1.07 The term “operating unit” refers to the line of business that has financial responsibility and directs the work functions. This can refer to Operations, Network, Call Centre, Retail, Finance, etc.

**On behalf of the Company:**

**On behalf of Unifor, Local 875:**

\_\_\_\_\_  
Terry Hearn  
Vice President, Human Resources

\_\_\_\_\_  
Mike MacMullin  
Unifor National Representative

\_\_\_\_\_  
Date (DD/MM/YY)

\_\_\_\_\_  
Date (DD/MM/YY)

**Appendix "G"**  
**WOMEN'S ADVOCATE**



Memorandum of Agreement  
Between  
Unifor Local 875  
And  
Rogers Communications Partnership

**Women's Advocate**

The Company and the Union agree to work together in supporting women's advocacy and programs. We will work in conjunction to support the ongoing efforts of Unifor Women's Advocate Program with Rogers existing programs.

**On behalf of the Company:**

**On behalf of Unifor, Local 875**

\_\_\_\_\_  
Terry Hearn  
Vice President, Human Resources

\_\_\_\_\_  
Mike MacMullin  
Unifor National Representative

\_\_\_\_\_  
Date (DD/MM/YY)

\_\_\_\_\_  
Date (DD/MM/YY)

**Appendix "H"**  
**CONDITIONS OF AGREEMENT**

Conditions of Agreement

A signing bonus of \$425.00 for active bargaining union employees on March 1, 2015.