

CABLEVISION AGREEMENT

BETWEEN

ROGERS CABLE INC. – WHITE ROCK

AND

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

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
<u>Preamble</u>		
A	Purpose of Agreement	1
B	Effective Dates	1
C	New Agreement	1
D	Terms Used in Agreement	1
 <u>Article 1 – Non-Discrimination</u>		
1.01	Non-Discrimination	2
 <u>Article 2 – Scope and Recognition</u>		
2.01	Exclusive Agent	2
2.02	Payroll Inspection	2
2.03	Non-Union Workmen	3
2.04	Union Activity	3
2.05	Union Discipline	3
2.06	Removal of Conditions	3
2.07	Employee Discipline	3
2.08	Work Jurisdiction	3
2.09	Protection of Certification	6
2.10	Legal Picket Lines	7
2.11	Union Dues Check-Off	7
 <u>Article 3 – Management Rights</u>		
3.01	Management Rights	8
3.02	Settlement Without Stoppage of Work	8
3.03	Requirement for Valid Driver's License	8
3.04	Absence Without Leave	9
 <u>Article 4 – Union Security</u>		
4.01	Union Membership	9
4.02	Union Clearance	10
4.03	I.B.E.W. Jurisdiction	10
 <u>Article 5 – Union Stewards</u>		
5.01	Number of Stewards	10
5.02	Responsibility of Stewards	10
5.03	Steward Work Area	11
5.04	Persons Authorized to Represent the Parties	11

Article 6 – Seniority

6.01	Company Seniority	11
6.02	Loss of Seniority	12
6.03	Seniority Lists	13
6.04	Supplementary Seniority Information	13
6.05	Seniority Retention	13
6.06	Layoffs and Recalls	13
6.07	Employee Rotations	14
6.08	Promotions to Foremen	15
6.09	Seniority Portability	16
6.10	Reassignment	16

Article 7 – Duties and Definitions of Employees

7.01	Foreman	16
7.02	“A” Foreman	17
7.03	“B” Foreman	17
7.04	Wage Rates for Foremen	18
7.05	Journeyman C.A.T.V. Technician	18
7.06	Apprentice C.A.T.V. Technician	18
7.07	Installer	18

Article 8 – Grievance Procedure

8.01	Definition of a Grievance	18
8.02	Procedure	19
8.03	Steward and Employee Involvement	19
8.04	Time Limits	20
8.05	Classification Grievance	20
8.06	Jurisdiction Grievances	20
8.07	Employer and Union Grievances	20

Article 9 – Arbitration

9.01	Arbitration Board	21
9.02	Chairman	21
9.03	Procedure	21
9.04	Arbitration Decision	22
9.05	Expenses of Arbitration	22

Article 10 – Automation – Severance Pay

10.01-10.03	Automation/Severance Pay	22
-------------	--------------------------	----

Article 11 – Impact of Legislation

11.01	Impact of Legislation	23
11.02	Applicable Labour Standards Legislation	23

Article 12 – Labour Management Relations

12.01	Joint Consultations	23
-------	---------------------	----

<u>Article 13 – Safety</u>		
13.01	Hydro Wires	24
13.02	Safety Legislation	24
13.03	Hazardous Job	25
13.04	Hazard Pay	25
13.05	Climbing Equipment	26
13.06	Truck Equipment	27
13.07	Aerial Ladder Inspections	27
13.08	Ladder Inspections	27
13.09	Vehicle Maintenance	28
13.10	Ladder and Lift Safety	28
 <u>Article 14 – Apprenticeships</u>		
14.01	Apprentice Selection	28
14.02	Apprentice and Journeyman Training	28
14.03	Journeyman Supervision	29
 <u>Article 15 – Hours of Work, Premium Pay and Travel Expenses</u>		
15.01	Regular Work Week	29
15.02	Regular Work Day	29
15.03	Shift Work	30
15.04	Standby Time and Pay	32
15.05	Overtime	32
15.06	Staffing and Schedules for Shift Work	34
15.07	Report Pay	35
15.08	Call-Out Pay	35
15.09	Travelling Time, Expenses and Free Zone	35
15.10	Rest Breaks	36
 <u>Article 16 – Tools</u>		
16.01	Tools	36
 <u>Article 17 – Reserved for Future Use</u>		
 <u>Article 18 – Wage Schedule</u>		
18.01	Wage Schedule	36
18.02	Technical Wage Schedule	37
18.03	Wage Retention	39
 <u>Article 19 – Paid Holidays</u>		
19.01	Paid Holidays	39
19.02	Alternate Schedule	40
19.03	Holiday Entitlement	40

<u>Article 20 – Earned Vacations</u>		
20.01	Earned Vacations	40
20.02	Gazetted Vacations	41
20.03	Cut-Off Date	41
20.04	Annual Vacation Scheduling	41
20.05	Vacation Pay Reduction	42
20.06	Vacation Pay Recovery	42
<u>Article 21 – Payment for Time Not Worked</u>		
21.01	Sick Leave	43
21.02	Jury Duty and Court Leave	43
21.03	Bereavement Leave	43
<u>Article 22 – Health and Welfare</u>		
22.01	Company’s Contributions	43
22.02	Method of Payment	44
22.03	Contribution Calculations	44
22.04	Employee Status Change	45
22.05	Paid Time Off for Doctor’s Appointment	45
22.06	W.C.B. Wages	45
22.07	Absentee Reports	46
22.08	Payment of Contributions for New Employees	46
22.09	Contributions in Relation to Termination or Layoffs	46
<u>Article 23 – Pension and Retirement</u>		
23.01	Employer and Employee Contributions	47
23.02	Pension Contributions	47
<u>Article 24 – Guaranteed Days Off</u>		
24.01	Guaranteed Days Off	48
24.02	Discretionary Leave of Absence	49
24.03	Union Leave	49
24.04	Parental Leave	49
<u>Article 25 – Time Off Scheduling</u>		
25.01	Total Time Off	49
<u>Article 26 – No Other Agreement</u>		
26.01	No Other Agreement	50
<u>Appendix 1</u>	Letters of Understanding	51
<u>Appendix 2</u>	Technical Field Representatives	52

THIS AGREEMENT made and entered into this ____ day of _____, 2000:

BETWEEN:

ROGERS CABLE INC. (WHITE ROCK)
(hereinafter referred to as the "Company")

OF THE FIRST PART

AND

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

OF THE SECOND PART

A. PURPOSE OF AGREEMENT

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

B. EFFECTIVE DATES

Except where otherwise expressly provided herein, the terms and conditions of this Agreement shall become effective on the 9th day of September, 1997 and shall continue in full force and effect until Midnight on the 30th day of April, 2005, and thereafter they shall continue in full force and effect from year to year, unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party pursuant to this Article.

C. NEW AGREEMENT

- (a) Either party to this Agreement may, not more than four (4) months prior to the 30th day of April, 2005, or any subsequent anniversary of that date, present to the other party, in writing, notice of intent to commence collective bargaining for the purpose of renewing or revising the Agreement or entering into a new Agreement.
- (b) During the period of negotiations for a new Agreement, the provisions of Section 50 (b) of the *Canada Labour Code* shall be in effect.

D. TERMS USED IN AGREEMENT

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

ARTICLE 1 – NON-DISCRIMINATION

1.01 (a) Non-Discrimination

Subject to the provisions of this Agreement, the Employer, the Union and the Employees endorse the United Nations Declaration on Human Rights in conjunction with the following:

- (i) neither the Employer, the Union or the Employees in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay off or discharge, or any other matter, because of race, color, creed, national origin, religion, age, sex, marital or family status or because of holding any office or activity in the Union; and
- (ii) the above provisions shall not affect the Employer's ability to select the most suitable candidate for employment or promotion where, in accordance with the provisions of this Agreement, the selection of such candidate or candidates is made on the basis of skill, ability, experience, qualifications, and efficiency to perform the work available. The Employer agrees that the selection criteria shall be applied in a reasonable manner.

(b) Equal Pay for Equal Work

The Parties hereto agree that all Employees performing identical work, in accordance with the terms of this Agreement, shall be paid the same rate of pay without regard to gender or marital status.

ARTICLE 2 – SCOPE AND RECOGNITION

BARGAINING AGENT

2.01 Exclusive Agent

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

2.02 Payroll Inspection

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

2.03 Non-Union Workmen

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

2.04 Union Activity

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

2.05 Union Discipline

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

2.06 Removal of Conditions

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

2.07 Employee Discipline

No employee may be disciplined in writing, suspended, or discharged without the presence of a Shop Steward. An employee has the right to have a Steward present at any discussion with supervisory personnel which shall result in disciplinary action, provided that this does not cause undue delay in performing the tasks at hand. If discipline is noted in the employee's personnel file, the employee and the Union Steward shall be so advised by the Company, in writing.

2.08 Work Jurisdiction: Technical Employees

(a) Purpose

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

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

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

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

- (i) The physical hybrid fiber-coax (HFC) system carrying C.A.T.V. signals to customers' premises which is owned or controlled, directly or indirectly, by the Company, from the point where these signals are received, through the distribution system, to and including multiple outlet splitters and wall plates within customers' premises.
 - (ii) This includes all integral C.A.T.V. signal antenna receiving components, wave guides, signal processing components, satellite receivers, two-way components in the system, head-end encoders, primary (trunk) cable, secondary and drop cable, and active and passive devices on the signal path.
- (c) Exclusive Work Jurisdiction – C.A.T.V. System
- (i) Except as qualified herein and in the Appendices, Technical Employees shall have exclusive jurisdiction for the purposes of technical work to perform construction, installation, repair, service and maintenance work on the Company's C.A.T.V. System.
 - (ii) In addition, Technical Employees shall be assigned to install in the customers' homes the following stand-alone devices: converters, Internet modems (excluding Network Interface Cards), and pay t.v. devices, where such installations are coincident with connection or service work.
 - (iii) The following work shall not be within the exclusive work jurisdiction of the Technical Employees:
 1. installation, maintenance, service and repair of equipment on the C.A.T.V. System before the signals enter the HFC distribution system, or in primary hubs, in emergencies, or when competent Technical Employees are not readily available;
 2. design integration activities before the signals enter the HFC distribution system, or in primary hubs;
 3. installation, warranty maintenance, and service for two (2) years after the completion of the installation, before the signals enter the HFC distribution system, or in primary hubs, of equipment and/or products not existing on the Company's C.A.T.V. System as of the date this Collective Agreement is signed;
 4. installation, warranty maintenance, and service, for two (2) years after the completion of the installation, before the signals enter the HFC distribution system, or in primary hubs, of components and/or

equipment that increases the breadth and/or quality of the services provided on the Company's C.A.T.V. System;

5. installation, maintenance, service and repair of equipment owned or controlled by a third party, or providing products and/or services of a third party;
6. installation, application, maintenance and/or use of computers and software applications, monitoring or control systems;
7. the SONET network and/or equipment before the signals enter the HFC distribution system in primary hubs;
8. telephony network and/or equipment with the exception of equipment that is part of the HFC system from the point where the signals enter the HFC system to the wall plates in customers' homes, if the purpose of such equipment is to provide both C.A.T.V. and telephony services; and
9. security services and/or equipment.

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

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

(d) Excluded and Discretionary Jurisdiction

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

Further, at its discretion, the Company may use:

- (i) Collectors (including auditors) to disconnect cable for non-payment of services;
- (ii) Sales Persons to:
 1. connect patch cords and/or MTFs to existing cable in customers' premises for the purpose of new sales or resales, and/or;

2. connect customer terminal devices, provided that such connections do not involve alterations to the existing service by changing wall plates, installing splitters, or relocating outlets, and/or;

3. install or remove filters coincident with terminal device calls.

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

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

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

2.09 Protection of Certification

- (a) This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings, or another limited Company is set up to perform any of the functions previously performed by the Employer covered herein, that portion of the operation which is covered by this Agreement shall continue to be subject to the terms and conditions of this Agreement for the life hereof.

- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract. Nor shall the Company use owner operators of any description to contract or subcontract, or in any other way to perform work done by employees covered by this Agreement, other than members in good standing of the International Brotherhood of Electrical Workers or Telecommunications Workers Union. Nor shall the Company require as a condition of continued employment that an employee purchase any truck or vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.
- (c) If at any time, the Employer intends to sell, transfer or lease the entire operation or any part thereof, he shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of that part of the operation which is covered by this Agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.
- (d) The Employer agrees that in the event of a change of name being made for the Employer's Company, the Employer will notify the Union in writing, specifying the new Company name. At the request of the Union, the Employer will join in filing an application to the Canada Industrial Relations Board asking that the certification held by the Union be amended to reflect the new name of the Company.

2.10 Legal Picket Lines

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

2.11 Union Dues Check-Off

(a) Notice of Employment

The Company shall forward the names of all new employees affected by this Agreement to the Secretary of the Union within one (1) week of such employees beginning work, and agrees to deduct an amount equal to the prevailing Brotherhood dues from such employees' pay cheques on their first full pay period and thereafter.

- (b) The Company agrees further to deduct from the employees' pay cheques, any lawful assessments which may be made against any member of the

Union, except that the Company can refuse to make such deductions if they are contrary to the interests of the Company.

- (c) All dues must be forwarded to the Union Hall within thirty (30) days of due and payable date.

ARTICLE 3 – MANAGEMENT RIGHTS

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

3.02 Settlement Without Stoppage of Work

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

3.03 Requirement for Valid Driver's License

- (a) For those employees who are required to drive in the performance of their job functions, it shall be a condition of employment that they have a valid B.C. Driver's License.
- (b) In the event that an employee's Driver's License is suspended, every reasonable effort will be made to reassign the employee to work which does not necessitate the operation of a motor vehicle. Where such a reassignment is impractical, or an alternate job is not available, the Company may suspend the employee until his Driver's License is restored or such reassignment or alternate job is available.
- (c) When an employee's license is revoked, he shall immediately inform the Employer. Failure to do so may result in disciplinary action.
- (d) All Employees shall, at the request of the Company, execute all the necessary documents to enable the Company to obtain driver's license abstracts from the Superintendent of Motor Vehicles.

- (e) An employee driving without a valid British Columbia Driver's License may, at the discretion of the Company, face disciplinary action, up to and including termination.
- (f) The employee will be responsible for all fines for driving (moving) violations and municipal parking violations. If, in the opinion of the Company, there is a reasonable explanation for such fines and payments, the Company will reimburse the employee.

3.04 Absence Without Leave

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

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

This time limit shall not apply if the employee can demonstrate he was unable to notify the Employer that he would be late returning to work. However, it is understood that the responsibility for advising the Employer and the Union rests with the employee.

ARTICLE 4 – UNION SECURITY

4.01 (a) Union Membership

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

(b) Probationary Period

Newly hired employees shall serve a probationary period of one hundred and eighty (180) calendar days.

(c) Trial Period

- (i) An employee in the bargaining unit appointed to a new position under this article shall serve a 120 work day trial period. An employee in the bargaining unit appointed to a new position in the same classification with the same Company will not be required to serve a trial period.
- (ii) If an employee is absent from work for any reason for more than five (5) work days during this period, the trial period shall be extended by the total number of days of absence.
- (iii) Upon successful completion of the trial period, the employee shall be confirmed in the position.
- (iv) In the event that the employee proves unsatisfactory during the trial period, he shall be returned to his former position. Any other employee appointed to a new position because of (i) above shall also be returned to his former position, or, if newly hired, dismissed.

4.02 Union Clearance

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

4.03 I.B.E.W. Jurisdiction

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

ARTICLE 5 – UNION STEWARDS

5.01 Number of Stewards

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

5.02 Responsibility of Stewards

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

Time Away From Work

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

Proper Business

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

5.03 Steward Work Area

Except as herein provided, or unless the Company and the Union mutually agree, a shop steward shall only conduct the proper business of the Union within the work area to which he is assigned by the Company. A shop steward may conduct the proper business of the Union in another work area if the Company and the Union agree that he has special expertise which is required or if the shop steward is absent, and the Company has been so advised.

5.04 Persons Authorized to Represent the Parties

(a) Union List

The Union agrees to provide to the Company a written list of the names of any persons who are authorized by the Union to deal with the Company in relation to the Union's representation of the members of the bargaining unit, and to provide written advice of any changes.

(b) Company List

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

ARTICLE 6 – SENIORITY

6.01 (a) Company Seniority

An employee's total accumulated time of employment with the Company which has not been interrupted by a continuous period in excess of six (6) months, except in cases of Workers' Compensation.

Computing Time

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

Employees who are absent for a period in excess of six (6) months shall retain their seniority but will not accumulate seniority for absences over the six (6) month period. Seniority accumulation will continue while the employee is on Workers' Compensation.

(b) Seniority Date

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

(c) Annual Vacation

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

(d) Layoff and Recall

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

6.02 Loss of Seniority

An employee will forfeit his seniority for the following reasons:

1. Voluntary termination.
2. Discharged for just and reasonable cause and is not reinstated through the provisions of this Agreement.
3. The loss of recall rights pursuant to this Agreement.
4. Failure to accept a recall to work pursuant to this Agreement.
5. Promotions outside of the bargaining unit for a period of over six (6) months.

6.03 Seniority Lists

(a) Date and Information

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

- (i) the employee's name
- (ii) the date of hire and the adjusted seniority date if different from the date of hire
- (iii) the employee's current job classification.

(b) Union Copy

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

6.04 Supplementary Seniority Information

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

6.05 Seniority Retention

Employees in the bargaining unit who accept positions which are outside of the bargaining unit shall continue to accrue bargaining unit seniority for a maximum of six (6) months.

6.06 Layoffs and Recalls

(a) Order of Layoff and Recall

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

right to replace a more junior employee in these job classifications. This process shall continue until the most junior employee is laid off.

Layoff Notice

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

(b) Recalls

(i) Order of Recall

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

(ii) Employee Obligation

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

(iii) Recall Notification

The Employer agrees that recall notification will be by direct contact (personal contact or telephone contact), or registered mail to the recalled employee, the Union and the employee's Shop Steward.

(iv) Time to Report

Any employee failing to report for duty within fifteen (15) days, excluding Saturday and Sunday, from the date of the registered mail or telex, shall be considered to have resigned without notice.

(v) Interim Recall

In circumstances where the work requirements which require a recall cannot be delayed and the most senior person entitled to recall cannot be contacted, the Employer will give the Union Steward an opportunity to contact the employee. If contact is not made, the Employer can then recall the next employee on the recall list who is available. This employee can be used for the balance of the recall period until the more senior employee responds to the recall and indicates that he will return. Should it be necessary to use this process, the Employer will immediately advise the Union of the action taken.

6.07 Employee Rotations

(a) The parties agree that it is in the best interests of the Employer and the employees that employees have an opportunity to do work in accordance with their job classification as defined in Article 7.

(b) Rotation List

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

6.08 Promotions to Foremen

(a) Selection

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

(b) Temporary Foremen

Temporary "A" Foreman positions due to scheduled absences of a permanent foreman, or for a specified project, shall be posted for at least three (3) working days prior to selection.

(c) Acting Foremen

The Employer has the discretion to appoint an Acting Foreman to fill a temporary vacancy or during the period in which a Foreman position is being posted.

(d) Foreman Replacement

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

(e) Foreman Qualifications

Ability, efficiency, qualifications, and length of service with the Employer will be considered when appointing Foremen. However, the Employer is not required to appoint the senior applicant.

(f) Foreman Trial Period

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

(g) Foreman Resignation

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

6.09 Seniority Portability

- (a) Subject to paragraph (b), in the event that an employee changes Employers, seniority rights and seniority time which an employee acquires in the employment of one Employer are not portable and are not credited to the employee by another Employer.
- (b) Where Companies bound by this Agreement are wholly owned subsidiaries of the same Parent Company, an employee who transfers from one such Company to another shall retain his seniority for the purpose of annual vacation time and pay entitlements.

6.10 Reassignment

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

ARTICLE 7 – DUTIES AND DEFINITIONS OF EMPLOYEES

7.01 Foreman

Definition

A Foreman shall be a member of the Union.

A non-union manager or supervisor may carry out bargaining unit work under the following circumstances:

- instruction and training;
- emergencies;
- temporary work overloads.

It is not intended that such work will impede the natural growth of the bargaining unit.

Responsibilities of the Foreman:

A foreman's responsibilities to include the following:

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

7.02 "A" Foreman

(a) Minimum in Company

Rogers Cable Inc. – White Rock shall have a minimum of one (1) "A" Foreman.

(b) Foreman Replacement

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

(c) Working With Tools

The "A" Foreman can work with tools up to a maximum of 100% of the time (time to be calculated on a monthly basis).

7.03 "B" Foreman

(a) Number Required

A "B" Foreman will be assigned supervisory responsibilities and be appointed whenever 16 or more workmen regularly report to an "A" Foreman.

(b) Working With Tools

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

(c) Maximum Supervised

On other than single projects, a "B" Foreman may supervise up to 6 workmen.

(d) Foreman Replacement

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

7.04 Wage Rates for Foremen

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

7.05 Journeyman C.A.T.V. Technician

A Cable T.V. worker who has successfully completed his apprenticeship training program to the satisfaction of the Company is entitled to Journeyman status.

7.06 Apprentice C.A.T.V. Technician

A Cable T.V. worker who is serving an apprenticeship to become a Journeyman C.A.T.V. Technician, but who has not yet qualified as a Journeyman C.A.T.V. Technician.

7.07 Installer

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

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Definition of a Grievance

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

8.03 Procedure

All grievances shall be dealt with in the following manner:

Step 1

It is expressly understood and agreed that any employee having a grievance against the Employer as a first step, make an earnest effort to resolve the problem by direct and immediate discussion with the Employer, in the presence of a Union Steward. This attempt at resolution must be made by the aggrieved party within ten (10) working days after the occurrence of the alleged grievance.

The time restriction is not intended to preclude the initiation of a grievance where the grievor or the Union could not reasonably have known of the occurrence of the alleged grievance, but does then initiate the grievance within ten (10) working days after learning of the occurrence.

Step 2

If a satisfactory solution is not reached in Step 1, then the aggrieved party shall immediately give a full written statement of the facts and circumstances of the grievance to the Union. The statement shall identify the article or articles of the Agreement alleged to be infringed upon or violated, the remedy sought, the action or incident that gave rise to the grievance, and the date on which it occurred. The Union shall then present the grievance to the Company within fifteen (15) working days after the occurrence of the alleged grievance. The Company and the Union shall immediately consider the written grievance and attempt to resolve the grievance. If agreement is not reached within five (5) working days from the time this step is initiated, the grievance may be referred to the third step of this procedure.

Step 3

The third step of the grievance procedure shall be a reference to arbitration, which arbitration shall be conducted in accordance with the arbitration provisions of this Agreement. Notice of a reference to arbitration must be served within ten (10) working days of the expiry of the time provided in Step Two (2) above, and if this notice is not given within this time period, the grievance will be deemed to have been abandoned.

8.04 Steward and Employee Involvement

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

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

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

8.05 Time Limits

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

8.06 Classification Grievance

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

8.07 Jurisdiction Grievances

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

8.08 Employer and Union Grievances

- (a) The Company or the Union can raise a grievance by way of informal discussion with their respective representatives, or by resorting directly to setting the grievance out in writing and presenting it within three (3) working

days after the occurrence of the alleged grievance. If the grievance is a policy grievance, or a continuing issues, it shall be raised by either party within ten (10) days of the occurrence or of the Company or the Union becoming aware of the grievance.

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

ARTICLE 9 – ARBITRATION

9.01 Arbitration Board

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

9.02 Chairman

The Board members so appointed shall, within five (5) working days of their appointment, endeavour to agree upon and appoint an impartial Arbitrator who shall be a third (3rd) member and chairman of the Arbitration Board. In the event that the two (2) board members fail to agree upon the selection of such an impartial Arbitrator, then the parties shall mutually request that an appointment be made by the Federal Minister of Labour.

9.03 Procedure

- (a) Prior to the date on which the Arbitration hearing is to commence, the Union and the Company shall confer and prepare a complete written statement of the facts which are relevant to the subject of the arbitration. This written statement shall also contain any matters of evidence upon which the parties are agreed. This written statement shall be presented to the Board of Arbitration on the opening of the hearing.
- (b) The Arbitration Board so constituted will determine its own procedure in accordance with applicable legislation, and shall give full opportunity to all parties to present evidence and make representation. The Board shall hear and determine the dispute or allegation and shall make every effort to render a decision within fourteen (14) days.
- (c) The Arbitration Board shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of the grievance referred to the Arbitration Board, but shall not

have the jurisdiction and authority to alter or amend any of the provisions of the Agreement.

9.04 Arbitration Decision

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

9.05 Expenses of Arbitration

- (a) The parties hereto will each bear the expenses of their own representative on the Arbitration Board, and each party shall further bear an equal proportion of the expenses and fees of the Chairman and any miscellaneous expenses.
- (b) If a grievance is abandoned or withdrawn within seven (7) days of the hearing date, the party abandoning or withdrawing the grievance shall assume all the costs, fees and expenses of the Board Chair with respect to the scheduled hearing. However, if either party brings forward new information that causes the other party to abandon or withdraw the grievance subsequent to a third step, the costs and fees and expenses of the Board Chair will be split by the parties.

ARTICLE 10 – AUTOMATION - SEVERANCE PAY

- 10.01 The Company shall provide eight (8) days severance pay for each completed year of service to employees who become redundant due to automation or the introduction of new methods, equipment or organization. Nevertheless, the principle shall be that employees shall first be offered other vacant positions within the bargaining unit, provided that the vacant positions require job skills, knowledge and training similar to that possessed by the redundant employees. Severance pay shall be utilized only when there are no vacant positions or when the employees fail to demonstrate the requisite skills and qualifications within a reasonable period of time.
- 10.02 In the event that there is no such position vacant at the time of severance, the employee can elect to defer claiming severance pay for a period not to exceed three (3) months. During the deferment period, the person will be afforded an opportunity to be trained for other such suitable positions which become available.
- 10.03 At the end of the three (3) month deferment period, or at such other time within the deferment period which the person selects, severance pay will be given as per Article 10.01. The Company is then under no further obligation to hire, employ, or train the person.

ARTICLE 11 – IMPACT OF LEGISLATION

- 11.01 (a) Should any part hereof or any condition herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining proposals hereof and such remaining provisions shall continue in full force and effect.
- (b) The Company and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

11.02 Applicable Labour Standards Legislation

- (a) The Company agrees that the minimum labour standards provisions of the Labour Code of Canada and the supporting regulations, which are otherwise applicable to the Company and the employees within the bargaining unit, and any changes made in those provisions and regulations from time to time, are incorporated by reference into this Agreement.
- (b) The parties agree that the specific purpose of incorporating the provisions of the Labour Code and the regulations into their Agreement, is not to create new or additional rights or obligations. The purpose is to allow for the enforcement of the applicable legislated rights and obligations through the grievance and arbitration provisions in this Agreement.

ARTICLE 12 – LABOUR MANAGEMENT RELATIONS

12.01 (a) Joint Consultations

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

(b) Union Representative

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

(d) Maximum Meetings

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

12.02 No Changes to Agreement

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

ARTICLE 13 – SAFETY

13.01 Hydro Wires

No member shall be allowed to work on Hydro distribution wires unless properly certified by the Province of British Columbia and only for the purpose of working on Rogers' premises and/or equipment.

13.02 (a) Safety Legislation

The Union and the Company agree that any applicable Federal or Provincial Legislation or regulations issued pursuant to such legislation, pertaining to the working environment of the Employees, shall be fully complied with.

(b) Transportation

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

(c) Work Safety and Injury Report

The parties mutually recognize the benefits to be derived from maintaining a safe and sanitary work environment, and that the Company, the Union, and the employees must cooperate in striving to improve health and safety conditions. The maintenance of a safe and sanitary work environment requires the contribution of every employee. Accordingly, the employees are obligated to comply with all reasonable rules of conduct established by the Employer pursuant to this Agreement, bearing on safety and health. Specifically, every employee is obligated to report at the first reasonable opportunity, any injury or any accident which did or could have resulted in an injury, or any unsafe or unsanitary condition.

13.03 (a) Hazardous Job

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

(b) Equipment Location

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

(c) Electrical Work

No employee shall repair or replace defective circuit breakers in power supply boxes, without first having the service disconnected unless he or she is properly certified by the Province of British Columbia.

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

Note: Technicians shall be trained or experienced in the safety practices or procedures relevant to the work being performed.

13.04 Hazard Pay

(a) Pole or Towers

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

(b) Scaffolds

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

(c) Hazardous Jobs

The parties recognize and agree that in addition to the work situations detailed in paragraphs (a) and (b) above, there are other work situations from time to time which may be hazardous because of particular locations,

conditions or circumstances. Where an employee reasonably considers a particular work situation to be hazardous, he shall report the situation to his Foreman. The Foreman, after consultation with his Supervisor, shall decide whether the particular work situation is hazardous.

(d) Hazardous Work

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

(e) Occupational Safety & Health Regulations

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

(f) No Discipline

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

13.05 Climbing Equipment

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

13.06

13.07 Truck Equipment

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

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

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

(b) Aerial Ladder Vehicles

Each aerial ladder vehicle will be equipped with appropriate fall arresting equipment in accordance with the requirements of the applicable legislation.

(c) Non-Aerial Vehicles

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

(d) Employee Responsibility

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

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

13.08 Aerial Ladder Inspections

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

13.09 Ladder Inspections

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

13.10 Vehicle Maintenance

The Company agrees to maintain all vehicles up to the standards which will insure that the employees who operate such vehicles are not exposed to such hazards as arise out of lack of proper maintenance. Each employee who operates a Company vehicle bears the direct responsibility for its safe and proper operation.

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

13.11 Ladder and Lift Safety

When working, or at the time of call-out, if an employee has a reasonably held belief that for safety reasons assistance is required, he shall not perform any work requiring assistance until help is available.

ARTICLE 14 – APPRENTICESHIPS

14.01 Apprentice Selection

- (a) A C.A.T.V. Training Program Committee shall be established. It shall include a representative of Local 213 of the I.B.E.W. The Committee shall be composed of equal representation from the Employer and the Employer's Technical Employees.
- (b) Consistent with its management rights, the selection and determination of apprenticeships shall be the sole discretion of the Employer.

14.02 Apprentice and Journeyman Training

- (a)
 - (i) The Company will pay the registration fee for Apprentices enrolled in the National Radio Institute's (NRI's) correspondence course program entitled "Master Course in Video/Audio Servicing with hands-on Audio Training", or such other programs as the Company deems appropriate.
 - (ii) In the event that the Apprentice does not successfully complete the first enrollment in the course, the Apprentice will reimburse the Company 50% of the registration/course cost.
 - (iii) Apprentices shall complete the NRI course within two years of the receipt of the course materials or any other program within the time specified for the program. The Apprentice shall provide the Company with a program report every six months until the completion of the course.

- (iv) If an Apprentice fails to complete the course within the two year period, or is unsuccessful in attaining passing grades, the apprenticeship is terminated and the employee will revert to the installation category and be paid the current installer's rate.

(b) Provincially Sponsored School Attendance

The Company will gross-up, to a maximum of 85% of the apprentice's regular day rate, for all regular work days he or she attends a Provincially sponsored day school such as C.A.T.V. I or II or equivalent. The Company reserves the right to determine the equivalency of these day school courses. Such payments, including Provincial contributions, shall not exceed 85% of the Apprentice's regular day rate.

14.03 Journeyman Supervision

Apprentices shall receive a combination of both direct and indirect training from Journeyman Technicians or Company designated trainers.

ARTICLE 15 – HOURS OF WORK, PREMIUM PAY AND TRAVEL EXPENSES

15.01 Regular Work Week

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

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

15.02 Regular Work Day

(a) (i) Monday through Saturday

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

(ii) Sunday

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

(c) Scheduling

The regular work day will be scheduled within the following time periods:

(1) Construction Crews: 06:00 hours & 16:30 hours

(2) All other Crews: 08:00 hours & 20:00 hours

(d) Premium

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

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

15.03 Shift Work

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

(b) Shift A - Afternoon Shift

(i) Shift Hours

The afternoon shift consists of eight and one-half (8 1/2) consecutive hours of scheduled time, made up of eight (8) hours of paid work time and one-half (1/2) hour of unpaid time for a lunch break. This shift shall be scheduled between 12:00 hours and 23:00 hours.

(ii) Premium: A premium of nine per cent (9%) of the hourly rate (straight time) will be paid for all hours worked.

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

(c) Shift B – Special Projects Shift

(i) Project Use

A special projects shift may be assigned to those employees working on plant maintenance, construction and head end work. On a project by project basis, a 4:00 hours to 12:00 hours shift may be scheduled.

(ii) Hours of Shift

The special projects shift consists of eight (8) consecutive hours of scheduled time, made up of seven and one-half (7-1/2) hours of paid work time and one-half (1/2) of paid time for a meal break.

(iii) Usage

The special project shift will only be utilized whenever it is necessary to minimize service interruptions to subscribers.

(iv) Notice

The minimum notice to be given to affected employees, of the usage of shift, will be five (5) days. The notice will include the estimated number of days the special shift will run.

(v) Premium

A premium of fifteen percent (15%) of the hourly rate (straight time) will be paid for all hours worked on this shift.

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

(d) Shift C – Night Shift

(i) The night shift consists of eight and one-half (8 1/2) consecutive hours of scheduled time, starting on or after 23:00 hours and ending at or before 08:00 hours. The shift is made up of eight (8) hours of paid work time and one-half (1/2) hour of unpaid time for a lunch break.

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

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

15.04 Standby Time and Pay

(a) Participation and Assignment

When the decision is made to schedule standby duties, where possible, preference will be given to those employees who have indicated willingness to standby. The Company will post a standby schedule.

(b) Standby Pay

Every employee who is scheduled to standby shall be paid three (3) hours pay at straight-time rates for each twenty-four (24) hours of standby.

(c) Standby Callout

When an employee on standby is called out beyond the hours of his regular work day, the additional work time will be paid at overtime rates.

(e) Pager

The Company shall supply a communications device to employees on standby.

(f) Availability During Standby

Any employee on standby must attend at the reporting station if he needs a vehicle or, if not, at the outage location, within thirty (30) minutes of being called, or such other time as is reasonable.

(g) Loss of Standby Pay

In the event that an employee fails to respond to a call within the required time during an assigned standby period, the employee shall forfeit his standby pay for that calendar day.

15.05 Overtime

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

(b) Payment of Overtime

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

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

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

(c) Overtime Meals

When an employee is required to work more than two (2) hours beyond his regular work day, the Company will provide a hot meal at no cost to the employee, up to a maximum of thirteen dollars (\$13.00) (receipts to be submitted) plus a paid meal period of one-half (1/2) hour at the prevailing rate, and thereafter at four (4) hour intervals. Any unscheduled early morning start before regular starting time entitles the employee to a paid meal. The breakfast limit is ten dollars (\$10.00). An employee called out on overtime shall be paid for a meal as above after four (4) hours work.

(d) Overtime Rest

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

(e) Overtime Options

- (i) Employees shall have the option of being compensated for overtime in cash or time off, to a maximum of ten (10) banked days per year, provided that:
 - (1) they indicate it is to be banked at the time;
 - (2) the time off can be scheduled at a time that is mutually agreeable to the employee and the Company; and
 - (3) the total number of days taken by an employee under this clause and Article 24.01(a) does not exceed the total number of days off allowed in a year.
- (ii) If such mutual agreement cannot be reached, the employee shall be paid out for any banked overtime in January of the following calendar year.

Banked overtime cannot be carried forward from one calendar year to the next.

15.06 Staffing and Schedules for Shift Work

(a) Employees Assigned

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

(b) Schedules

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

(i) Shift

1. All employees shall participate.
2. Consideration shall be given to employees interested in permanent assignment to a shift.
3. Rotation in two week periods for afternoon and night shifts.
4. Only employees agreed to by the Company and the Union will be exempt from the shift schedule.
5. Entitlement of employees to exchange shifts subject to approval.

(ii) If the Company and the Union representative are unable to agree to the scheduling as noted in (i) above, the Company retains the right to implement a shift, subject to the criteria in (i) above.

(c) Shift Posting

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

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

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

(e) Emergency Changes

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

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

- (e) (i) No employee shall be required to work more than a total of eighteen weeks of shifts in a year.
- (ii) Employees hired after January 1, 2000, shall not be protected by the cap on the number of shifts worked.

15.07 Report Pay

- (a) An employee who reports to work at his regularly scheduled time will receive four (4) hours pay if no work is available.
- (b) Employees on special project shifts will not receive report pay if the employees receive at least twenty-four (24) hours notice to report to work at their regular times.

15.08 Call-Out Pay

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

15.09 Travelling Time, Expenses and Free Zone

(a) Free Zone

Employees will report to work at their regular starting time at the Employer's normal place of business or to an alternate reporting station established within the Employer's licensed area.

(b) Travelling Expenses

When employees are required to report to work outside of the Free Zone in order to reach a designated reporting station or job at their regular starting

times, they shall be paid at the rate of forty (40) cents per direct line kilometre for travelling time, and if transportation is not provided by the Company, an additional twelve and one-half (12 1/2) cents per direct line kilometre will be paid for travelling expenses. Where applicable, these allowances will be paid both to and from the location in question.

(c) Travelling Expense Calculation

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

15.10 Rest Breaks

- (a) All employees are entitled to a fifteen (15) minute paid rest break during the first half of their regular work day and another fifteen (15) minute paid break in the second half of the regular work day.
- (b) Technical field employees will have such breaks en route between jobs. Any excess travel time to rest break locations, which are not en route, between jobs, will be part of the rest break time.

15.11 Personal Vehicles

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

ARTICLE 16 - TOOLS

16.01 Tools

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

ARTICLE 17 – RESERVED FOR FUTURE USE

ARTICLE 18 - WAGE SCHEDULE

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

18.02 (a) Technical Wage Scale

Journeyman C.A.T.V. Technicians:

Effective Date:

- May 1, 2000 - \$26.14 per hour
- May 1, 2001 - \$26.92 per hour
- May 1, 2002 - \$27.73 per hour
- May 1, 2003 - \$28.56 per hour
- May 1, 2004 - \$29.13 per hour

Technical Wage Schedule – Incentives and Commissions

The Company may, at its discretion, offer Technical Employees incentives or commissions for sales activities.

In addition, the Company will pay a productivity bonus to each service technician who completes more than 12 service work orders each day. This productivity bonus will be equivalent to the service call unit rate which is set out in the table below. Each service call over the daily standard will result in a productivity bonus.

The Company will also agree to pay a productivity bonus each day for every installation function which is completed beyond the 450 minute per day level. The per minute totals associated with each installation function are set out below. Table A sets out the productivity bonus which will be paid for each function which is completed beyond the standard 450 minute (seven and one-half hours) threshold.

In addition to the above incentives, the Company will agree to pay a sales commission for each product which is sold by our Technical Employees. These sales commissions are set out in Table A, below.

Table A. Incentive and Commission Rate Schedule

W.O. TYPE	TIME PER JOB	DESCRIPTION	RATE
		PRIMARY FUNCTIONS	
1	65	NEW INSTALLATION	\$ 25.35
2	15	HOT CONNECTION	5.85
3	30	COLD CONNECTION	11.70
4	25	ADD OR RELOCATE	9.75
5	15	MINUS SERVICE	5.85
6	12	PHYSICAL DISCONNECT	4.68

10	25	PREWIRE ADDITIONAL	9.50
11	12	REINSTATE ACCOUNT	4.68
		SECONDARY FUNCTIONS	
21	15	ADD SERVICE(S)/RELO	5.85
22	8	MINUS SERVICE	3.12
23	15	RELOCATE OUTLET	5.85
		SALES COMMISSIONS	
31		BASIC (SALE OR SAVE)	7.00
32		ADDITIONAL OUTLET(S)	4.00
33		FCS SALE OR SAVE	4.00
34		PAY/CONVERTOR SALE& INSTALL	6.00
35		CHEQUE FREE	2.00
36		BASIC & FCS SALE	11.00
		SERVICE WORK	
41	30	SERVICE CALL	13.80
42	25	DROP REPLACEMENT	11.50
43	25	REWIRE	11.50

(b) Apprentice C.A.T.V. Technicians

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

(c) C.A.T.V. Installers

An Installer shall be paid an hourly rate calculated as a percentage of the hourly rates for C.A.T.V. Journeyman Technicians in accordance with the following.

- 1st term – 6 months – 50%
- 2nd term – 6 months – 55%
- 3rd term – 6 months – 60%
- 4th term – 6 months – 65%
- 5th term - 6 months – 70%
- 6th term - 6 months – 75%
- 7th term - 6 months – 80%
- 8th term – 6 months – 85%

9th term - 6 months – 90%

(e) “A” Foreman

“A” Foremen shall receive a rate of ten percent (10%) above a C.A.T.V. Journeyman Technician.

(e) “B” Foreman

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

(f) In-Charge Premium

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

18.03 Wage Retention

(a) C.A.T.V. Industry Seniority

A technical employee shall be paid at the rate for the term equivalent to the employee’s length of service within the classification, provided that there has not been a break of more than twenty-four (24) months between the employee’s last employment in the industry and date of hire.

(b) Classification Change

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

ARTICLE 19 – PAID HOLIDAYS

19.01 Employees shall be entitled to pay at regular rates for all statutory holidays, as follows:

New Year’s Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	½ day Christmas Eve
½ day New Year’s Eve	

and any additional holiday not related to the above holidays but gazetted by the Provincial or Federal Governments. To be entitled to statutory holiday pay, an employee must have worked the full working day preceding and following the holiday unless permission to be absent is granted by the Employer.

19.02 Alternate Schedule

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

Holiday Pay

Employees required to work on any of these days shall be paid as per 15.05(a).

19.03 Holiday Entitlement

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

ARTICLE 20 – EARNED VACATIONS

20.01 With the exception of those employees hired on or after September 9, 1993, employees shall become entitled to vacation time with pay at their regular straight-time rate or the applicable percentage of weekly gross earnings (whichever is the greater) as specified in the following schedule, after they have completed the full years of service with the Company, which are set out in the left hand column.

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

20 years

6 weeks

12%

The qualifying period and the vacation year shall run from January 1st to December 31st each year.

Employees hired on or after September 9, 1993, shall be entitled to vacation time and pay at their regular straight time rate or applicable percentage of weekly gross earnings as specified in the above schedule to a maximum entitlement of 5 weeks following 15 years of service.

20.02 Gazetted Vacations

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

20.03 Cut-Off Date

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

20.04 Annual Vacation Scheduling

(a) Vacation Calendar

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

(b) Length of Posting

The calendar will remain posted until November 15th.

(c) Vacation Selection

Employees who have not selected their vacation periods by November 15th shall not be entitled later to select vacation periods by seniority. Employees who do not select all of their vacation entitlements on the calendar shall be allowed to schedule vacation at a later date, provided that this selection does not effect the scheduled vacations of other employees.

(d) Employer Approval

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

(f) Approval Criteria

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

- (1) Proper selection by seniority
 - (a) Technical – by seniority in each classification at each reporting station.
 - (b) Non-Technical – by seniority in each department.
- (2) Compliance with Article 25.01.

(f) Calendar Changes

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

(g) Schedule Cut-Off Date

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

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

20.05 Vacation Pay Reduction

- (a) Vacation pay shall be reduced on a pro-rated basis if an employee is absent for more than a total of fifteen (15) working days due to temporary lay-off, GDOs, weekly indemnity, long-term disability, unauthorized absence, or unpaid leave of absence. The first fifteen (15) working days absence for any one or more of the above reasons shall not be counted when determining the pro-rated reduction of vacation pay due to such absences.
- (b) Vacation pay shall be reduced on a pro-rated basis if an employee is absent for more than a total of thirty (30) working days due to Workers' Compensation claims.

20.06 Vacation Pay Recovery

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

ARTICLE 21 – PAYMENT FOR TIME NOT WORKED

21.01 Sick Leave

The Company shall provide each full-time employee a maximum of seven (7) sick days a year. The rate of pay for these sick days shall be at 66.6% of daily straight-time wages, to a maximum of \$100. Sick time may be taken in increments of one (1) or more hours.

21.02 Jury Duty and Court Leave

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

21.03 Bereavement Leave

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

(b) Definition of Family

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

(c) Spouse's Family

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

ARTICLE 22 – HEALTH AND WELFARE

22.01 (a) Company's Contributions

The Company's obligation in relation to the continuation of the B.C. Medical Services Plan and the Union's Health and Welfare Plan is limited to making contributions as follows toward the costs of maintaining coverage under the Plan.

Company Contributions:

May 1, 2000	Family	\$262.41
	Couple	\$256.41
	Single	\$176.76
May 1, 2001	Family	\$272.41
	Couple	\$266.41
	Single	\$186.76
May 1, 2002	Family	\$282.41
	Couple	\$276.41
	Single	\$196.76
May 1, 2004	Family	\$292.41
	Couple	\$286.41
	Single	\$206.76

- (b) Increases in contributions as a result of the change of dependent status of individual employees will continue to be paid by the Company. In addition, any decrease realized by employee status change will be returned to the Company.
- (c) Any amount in excess of the above will be paid by the employee through payroll deductions and submitted to the Union's Health and Welfare Plan.

22.02 (a) Method of Payment

All payments, in full, are to be made by the 15th of each month. Interest, at the prevailing rates, will be charged if payments are received later than the 28th of the month of invoicing.

(b) Employee Information

The Employer shall forward all pertinent information regarding re-hired, transferred, or new employees, within 15 days of the employment starting date. Notification will be made on an Advice of Change notice with the proper application cards attached.

22.03 Contribution Calculations

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

22.04 Employee Status Change

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

22.05 (a) Paid Time Off for Doctor's Appointment

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

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

(b) Reasonable Time Off

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

22.06 W.C.B. Wages

(a) Workers' Compensation Settlements

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

(b) Benefit Changes

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

(c) Long Term Disability

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

(d) Immediate Claims

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

(e) Claim Register Requirements

Claim forms can be delivered or mailed to:

C.A.T.V. Health and Welfare Trust Plan,
117 3rd Avenue,
New Westminster, B.C.
V3L 5A5

Phone: 525-0972

22.07 Absentee Reports

- (a) Every employee who is unable to report for work due to illness or injury is obligated to notify his immediate supervisor, or to have someone else notify his immediate supervisor on his behalf, prior to the employee's normal reporting time, or as soon after that time as it is possible in the circumstances.
- (b) Employees may be required by the Employer to complete and sign a prescribed absence form in which the employee will provide details of the reasons for an unscheduled absence.

22.08 Payment of Contributions for New Employees

If employment commences from the first (1st) to the fifteenth (15th) of the month, the Employer will contribute for the full months' payment and coverage will commence on the first (1st) day of the month following three (3) months of employment.

22.09 Contributions in Relation to Termination or Layoffs

When an employee terminates or is laid off the Employer will make full payment for the entire month regardless of the number of days worked.

ARTICLE 23 – PENSION AND RETIREMENT

23.01 (a) Employer and Employee Contributions

The Employer will contribute on behalf of each employee 9.795% of annual earnings, and the employee will contribute three percent (3%) of annual earnings to a Registered Retirement Savings Plan. In addition, each will make their contributions to the Canada Pension Plan. All contributions belong to the employees from the 1st day of employment.

(b) Additional Employee Contributions

Employee Option

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

Employee Contribution

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

Restriction on Changes

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

23.02 Pension Contributions

(a) Financial Institution

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

(b) One Institution

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

(c) Union Notice Required

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

(e) Restriction on Changes

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

(f) Union Responsibility

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

ARTICLE 24 – GUARANTEED DAYS OFF

24.01 (a) Maximum Days

Guaranteed days off without pay to include a total of twenty-five (25) working days in a calendar year are guaranteed by the Company subject to the conditions contained herein.

(b) Block of Days

The twenty-five (25) guaranteed days off can only be taken as follows:

1. A minimum of one (1) block of five (5) days.
2. Any combination of blocks of two (2) days or blocks of five (5) days that does not exceed twenty (20) days.

(c) Notice

The employee must provide a minimum of one (1) months notice for blocks of five (5) days, and two (2) weeks notice for blocks of two (2) days.

(d) Unused Days

An employee cannot carry forward into a new calendar year, any unused portion of their guaranteed days off.

(e) Consecutive Days

The block of days in (b) above need not be scheduled in the same week, but must be consecutive work days.

(g) Restrictions

Guaranteed days off in the months of July and August cannot be scheduled unless approved by the Employer.

24.02 Discretionary Leave of Absence

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

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

24.03 Union Leave

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

(a) Number of Employees

No more than two (2) employees can be absent on such leave at one time.

(b) Maximum Leave

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

(c) Notice

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

24.04 Parental Leave

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

ARTICLE 25 – TIME OFF SCHEDULING

25.01 (a) Total Time Off

Within a department in a reporting station, the Company has the right to impose a cap of thirty-five percent (35%) of the total number of employees that can be absent on all forms of scheduled time off work. Until there are more than eight (8) employees, the work force shall be considered as one (1) department for the purposes of this Article.

(c) Priorities

Within the cap, the following priorities apply:

- (1) First Priority: annual vacations
- (2) Second Priority: all other forms of scheduled time off provided for in the Agreement.

(c) Qualifications

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

ARTICLE 26 – NO OTHER AGREEMENT

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

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals this _____ day of _____, 2000

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

ROGERS CABLE INC. – WHITE ROCK

LOCAL 213, I.B.E.W.

APPENDIX 1

LETTERS OF UNDERSTANDING

#1 – WORK JURISDICTION

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

1. The Company is free to carry out technical tests of the C.A.T.V. system either to meet the requirement of its operating license as issued by the C.R.T.C. or to determine that the system satisfies the technical standards of the Company.
2. (a) Pursuant to Article 2.08(f), the Company is free to utilize Telus or another utility company for the placing of primary (trunk) and secondary (distribution) cable.

(b) If the Company is required to utilize a party other than stated in (a) above for the placing of fiber optic cable, then the Company and the Union will consult jointly as to the placing, maintenance and repair of the fiber cable.

(c) Maintenance and repair by a third party will not be used to erode I.B.E.W. bargaining work unit.

#2 – EDUCATIONAL REIMBURSEMENT

The Company shall reimburse an employee's tuition and required textbook costs to a maximum of twelve hundred dollars (\$1,200.00) a calendar year, for approved, accredited courses under the following conditions:

1. A course must be approved, in writing, prior to registration for said course. The sole criteria to be used in determining whether to approve the course is whether the course will provide skills and knowledge useful to both the employee and the Company. Approval shall not be unreasonably withheld.
2. To receive reimbursement, an employee shall submit the written approval, the original tuition receipt and the original transcript or proof of successful completion to the Human Resources Department. Educational reimbursement is considered a taxable benefit by Revenue Canada and the amount of reimbursement shall be shown on the employee's T-4 form.
3. The Joint Training Committee shall advise the employee of its decision prior to registration.

#3 – ADVANCEMENT OF SKILLS/ABILITIES

Where practical, the Company will provide employees with opportunities in the course of their work to advance their skills and abilities.

APPENDIX 2

TECHNICAL FIELD REPRESENTATIVES

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

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

2.03	Non Union workmen
2.06	Removal of Conditions
2.08	Work Jurisdiction: Technical Employees
2.09	Protection of Certification
4.03	I.B.E.W. Jurisdiction
5.01	Number of Stewards
6.06	Layoffs and Recalls
6.07	Employee Rotations
6.08	Promotions to Foreman
Article 7	Duties and Definitions of Employees
8.06	Jurisdiction Grievance
Article 10	Automation – Severance Pay
13.03 through 13.07	
13.09 and 13.10	
Article 14	Apprenticeships
15.01 through 15.11	
18.01 through 18.03	Wage Schedule
19.02 paragraph #2	Holiday Pay
22.06	W.C. Wages
24.01	Guaranteed Days Off
Article 25	
Appendix 1	

In the event such work is assigned to employees outside the bargaining unit or to non-union contractors, the provisions of Article 2.03 are waived.

2. At the discretion of the Company, the TFR shall perform connects, reconnects and disconnects on drops and outlets in all types of buildings (example, MDU, SFU, commercial, etc.) for the purpose of providing cable sales and services between the tap and the terminal device, including changing or installation of ground blocks

coincident with a change of service, new and completion of prewire outlets in MDUs, customer service enclosures, wallplates, patchcords, MTFs, splitters, drop amps, filters, converters, descramblers, etc., or any terminal device.

3. (a) Temporary Technical Field Representatives shall be hired for specific periods of time, not to exceed forty-one (41) weeks. Temporary TFRs do not accrue seniority and are not entitled to benefits other than those which are legislated.

(b) Regular TFRs shall be entitled to those benefits which have not been excluded in 1, above.
4. TFRs shall provide their own vehicles and shall be paid a vehicle allowance of \$1.84 per street address, when performing their duties. This allowance shall be the Company's full responsibility towards a vehicle and operating costs. The TFR shall be required to ensure that the vehicle is properly insured in accordance with Provincial regulations and to provide proof of insurance to the Company. Vehicles shall be appropriate to perform the work required and shall be maintained in a respectable condition.
5. The Company agrees to be bound by the applicable provisions of the *Canada Labour Code, Part III*, as it pertains to notice of layoff. TFRs shall be laid off in reverse order of seniority. A regular TFR who has been laid off shall retain recall rights for six (6) months. Recall shall be in reverse order of the order of layoff.
6. A regular TFR who becomes redundant due to automation, the introduction of new equipment, methods or reorganization, shall receive one (1) week severance pay for each completed year of service. The Company is then under no further obligation to hire or employ that individual.
7. Technical Field Representatives shall be paid on a commission basis in accordance with the Schedule of Compensation included in this Appendix.
8. For the purpose of calculating pay for Statutory Holidays or other payment for time not worked, a day's pay shall be considered as the previous two (2) pay periods earnings divided by the number of days worked in the period.
9. Vacation pay shall be calculated on gross earnings, excluding the vehicle allowance.

SCHEDULE OF COMPENSATION PAYABLE TO TFRs

1. SALES AND LEASE:

<u>Activity Compensation Category</u>	<u>Activity Description</u>	<u>Per Unit</u>
Sales & Lease	(a) Basic cable service	\$10.82
	(b) Sale of discretionary tier (filtered)	\$ 5.15
	(c) Sale of discretionary tier (unfiltered)	\$10.82
	(d) Extra outlet service	\$ 8.65
	(e) Discretionary Service (Pay TV)	\$ 7.57
	(f) Equipment lease	\$ 6.49

2. HOME VISITS:

<u>Activity Compensation Category</u>	<u>Activity Description</u>	<u>Per Transaction</u>
Home Visits	(a) Connects, Disconnects or Reconnects	\$ 5.68
	(b) Install or Remove Drop amp	\$ 5.68
	(c) Equipment pickup	\$ 5.68
	(d)(i) Equipment installation	\$10.83
	(ii) DSTB installation	\$23.69
	(iii) Equipment exchange	\$10.83
	(e) Non-pay collection	\$10.83
	(f) Pre-authorized cheque	\$ 3.24
	(g) Annual payment	\$ 3.24
	(h) Service call without equipment	\$ 8.12
	(i) Office Verification	\$ 5.41
	(j) Collection of Administration Fee	\$ 2.71
	(k) Data Base collection	\$ 2.71
	(l) New outlet in MDU	\$10.82
	(m) Ground block	\$ 2.71
	(n) Upgrade or replace CSE	\$ 2.16
	(o) CPW outlet	\$ 5.68

3. HOURLY RATE: All assigned work requiring an hourly rate \$15.45

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals this _____ day of _____, 2000

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

ROGERS CABLE INC. – WHITE ROCK

LOCAL 213, I.B.E.W.