

THIS AGREEMENT made and entered into this ____ day of _____, 2010.

BETWEEN:

SHAW CABLESYSTEMS (PORT COQUITLAM)
(hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

A. PURPOSE OF AGREEMENT

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

B. EFFECTIVE DATES

Except where otherwise expressly provided herein, the terms and conditions of this agreement shall become effective on the 24th day of March, 2009, and shall continue in full force and effect until midnight on the 23rd day of March, 2013, and thereafter they shall continue in full force and effect from year to year, unless written notice of intent to terminate or amend the agreement at the expiration of any yearly period is given by either party to the other party pursuant to this Article.

C. NEW AGREEMENT

- (a) Either party to this Agreement, may not more than four (4) months prior to the 23rd day of March, 2013, 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.

ARTICLE 1.00 – HUMAN RIGHTS

- 1.01 The employer and the union members of the company endorse the United Nations declaration of non-discrimination, and in recognition thereof incorporate in their agreement, the following three clauses:
- (a) That equal pay for the same work be paid to male and female employees.
 - (b) That employment within the Company shall be equally available to all without distinction of race, creed, colour, religion or sex.
 - (c) 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 2.00 – SCOPE AND RECOGNITION

- 2.01 Bargaining Agent**
The Company recognizes the Union as the sole and exclusive bargaining agent for those employees covered by the Union's certification.
- 2.02 Payroll Inspection**
The Business Manager of the Union 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**
- (a) 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.

- (b) The employee, by appointment, shall have the right to review his/her personal file within one (1) week.

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, Technical Field Representatives, and Light Duty Technicians.

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

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

- (i) The physical hybrid fibre-coax (HFC) system carrying C.A.T.V. signals to customers' premises which is owned or controlled, directly or indirectly, by the Company, from the point where these signals are received, through the distribution system, to and including multiple outlet splitters and wall plates within customers' premises.
- (ii) This includes all integral C.A.T.V. signal antenna receiving components, wave guides, signal processing components, satellite receivers, two-way components in the system, head-end encoders, primary (trunk) cable, secondary and drop cable, and active and passive devices on the signal path.

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

- (i) Except as qualified herein and in the Appendices, Technical Employees shall have exclusive jurisdiction for the purposes of technical work to perform construction, installation, repair, service and maintenance work on the Company's C.A.T.V. System.
- (ii) In addition, Technical Employees shall be assigned to install in the customers' homes the following stand-alone devices: converters, internet modems (excluding Network Interface Cards), and pay t.v. devices, where such installations are coincident with connection or service work.
- (iii) The following work shall not be within the exclusive work jurisdiction of the Technical Employees:

1. installation, maintenance, service and repair of equipment on the C.A.T.V. system before the signals enter the HFC distribution system or in primary hubs, in emergencies, or when competent Technical Employees are not readily available;
2. design integration activities before the signals enter the HFC distribution system, or in primary hubs;
3. installation, warranty maintenance, and service, for two (2) years after the completion of the installation, before the signals enter the HFC distribution system, or in primary hubs, of equipment and/or products not existing on the Company's C.A.T.V. System as of the date this Collective Agreement is signed;
4. installation, warranty maintenance, and service, for two (2) years after the completion of the installation, before the signals enter the HFC distribution system, or in primary hubs, of components and/or equipment that increases the breadth and/or quality of the services provided on the Company's C.A.T.V. System;
5. installation, maintenance, service and repair of equipment owned or controlled by a third party, or providing products and/or services of a third party;
6. installation, application, maintenance and/or use of computers and software applications, monitoring or control systems;
7. the SONET network and/or equipment before the signals enter the HFC distribution or in primary hubs;
8. telephony network and/or equipment with the exception of equipment that is part of the HFC system from the point where the signals enter the HFC system to the wall plates in customers' homes, if the purpose of such equipment is to provide both C.A.T.V. and telephony services; and
9. security services and/or equipment.

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

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

(d) **Excluded and Discretionary Jurisdiction**

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

Further, at its discretion, the Company may use:

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

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

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

- (e) Technical Employees who have the skills and abilities shall be involved in the installation, maintenance and restoration of equipment that is not within their exclusive work jurisdiction as described in 2.08(c)(iii), 2, 3 and 4.
- (f) 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 Telecommunication 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) Binding on Successors

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) Leasing Device

It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract, nor shall the Employer use owner operators of any description to contract or subcontract, or in any other way to perform work done by employees covered by this Agreement, other than members in good standing of the International Brotherhood of Electrical Workers or the Telecommunications Workers Union. Nor shall the Employer require as a condition of continued employment than 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) Notification to Sell

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) Change of Company Name

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) Right to Refuse

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) **No Payment**

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) **Lawful Assessment**

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) **Due Date**

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

ARTICLE 3.00 – MANAGEMENT RIGHTS

3.01 **Inherent Rights**

(a) **Union Recognition**

The Union recognizes and agrees that except as specifically abridged, delegates, 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) **Reservation of Rights**

Without limiting the generality of the foregoing, the Company reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, discipline or discharge for just and reasonable cause, and to make and alter, from time to time, rules and regulations to be observed by the employees.

3.02

Settlement Without Stoppage of Work

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

3.03

Requirement for Valid Driver's License

(a) **Condition of Employment**

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) **License Suspension**

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) 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. However, the Company will not normally reimburse employees for fines and payments incurred by parking in a bus zone, taxi zone, emergency vehicle parking zone or fire hydrant zone.

(d) All employees shall, at the request of the Company, execute all the necessary documents to enable the Company to obtain driver's license abstracts from the Superintendent of Motor Vehicles.

(e) An employee shall immediately inform the Company if his driver's license is revoked. 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 of his employment.

3.03

Absence Without Leave

The Company 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 Company.

This time limit shall not apply if the employee can demonstrate he was unable to notify the Company that he would be late returning to work. However, it is

understood that the responsibility for advising the Company rests with the employee.

ARTICLE 4.00 – UNION SECURITY

4.01

(a) **Union Membership**

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

(b) **Probationary Period**

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

(c) **Trial Period**

- (i) An employee in the bargaining unit appointed to a new position under this Article shall serve a 120 work day trial period. An employee 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.

4.02

Union Clearance

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

4.03 **IBEW Jurisdiction**

(a) **Employer Recognition**

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) **Reserved to the Union**

For greater certainty, the Article is intended to reserve to the Union this right to deal with jurisdiction issues arising between the I.B.E.W. and any other Union or Local Union.

ARTICLE 5.00 – UNION STEWARDS

5.01 **Number of Stewards**

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

5.02 **Responsibility of Stewards**

(a) **Reasonable Time**

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

(b) **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 and of the approximate time away from his duties, and when he returns to them.

(c) **Proper Business**

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

5.03 **Steward Work Area**

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

5.04 **Persons Authorized to Represent the Parties**

(a) **Union List**

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

(b) **Employer List**

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

ARTICLE 6.00 – 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 periods in excess of six (6) months shall retain their seniority but will not accumulate seniority for absences over the six (6) month period. Cases of Workers' Compensation will not apply. Seniority accumulation will continue while on W.C.B.

(b) **Seniority Date**

The seniority date 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 vacation according to that established seniority as specified in Article 20.01.

(d) **Layoff and Recall**

Seniority is used to determine the order of the 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 Company agrees to post seniority lists in January of each year. The seniority lists shall contain the following information:

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

(b) **Length of Posting**

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

(c) **Union Copy**

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

6.04

Supplementary Seniority Information

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

6.05

Seniority Retention

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

Layoff and Recalls**(a) Order of Layoff**

- i) When there is a reduction in the work force, the Company will first terminate the services of any IBEW or TWU 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.
- ii) For all employees hired after March 24, 2009 there will be a single seniority list for the purpose of layoff and recall. This list will include all job classifications. For employees hired prior to March 24, 2009 there will be two separate seniority lists for the purpose of layoff and recall. One list will include TFRs and the second list will include journeymen, apprentices and installers. Journeymen, apprentices and installers hired before March 24, 2009 will not be laid off if any TFRs or Contractors are working in the Port Coquitlam IBEW certification.

(b) 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.

(c) 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 employee's Shop Steward.

(v) Recall Clearance

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

6.07

Employee Rotations

- (a) The Parties agree that it is in the best interests of the Employer and the employees that employees have an opportunity to work upon all aspects of the Employer's system for which their classification, as outlined in Article 7, allows.
- (b) **Rotation List**
The Employer shall post a list at each reporting station on which employees may indicate requests to be rotated to different categories of work within their classification.

6.08

Promotions to Foremen

- (a) **Selection**
Selection of Foremen is the right of the Employer. When filling or creating a permanent Foreman position, the Employer will post the vacancy at all reporting stations for at least ten (10) working days, in order to provide interested employees with an opportunity to apply.
- (b) **Temporary Foremen**
Temporary "A" Foreman positions which result from a scheduled absence of more than three (3) working days shall be staffed pursuant to Article 7.02(d).
- (c) **Foreman Replacements**
 - (i) The Employer is not required to replace "B" Foremen.
 - (ii) The Employer is not required to replace an "A" Foreman who is on an unscheduled absence until the absence exceeds three (3) working days.
- (d) **Foreman Qualifications**
Ability, efficiency, qualifications, and length of service with the Employer will be considered when appointing Foremen. However, the Employer is not required to appoint the senior applicant.
- (e) **Foreman Trial Period**
An employee who accepts a permanent Foreman position will be on a trial period as described in Article 4.01(c). Should the employee be unable to satisfy the Employer's work performance criteria during the trial period, he may be returned to his former position. Should the employee decide, during the trial period, that he does not want to continue as a Foreman, then he may return to his former position.

- (f) **Foreman Resignation**
An employee who holds the position of a permanent Foreman may elect to return to his former position after serving written notice of thirty (30) days to the Employer.
- (g) **Foreman Training**
A permanent Foreman may, on request, and with the mutual approval of the Employer, return to his former position for the purpose of maintaining his skills and knowledge as a Technical employee. A Foreman who utilizes this option will be paid the applicable wage rate for the Technical position he returns to and he will have up to three (3) months during which he can decide to resume his Foreman's role.
- (h) **Loss of Foreman Rate**
If a Foreman, for any reason, stops holding the position of a Foreman, he shall stop receiving the Foreman premium and shall return to the wage rate of the classification for which he is qualified.

6.09 **Seniority Portability**

- (a) **Change of Company**
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) **Same Parent Companies**
Where Companies bound by the 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.
- (c) **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 7.00 – DUTIES AND DEFINITIONS OF EMPLOYEES

7.01 **Foreman**

Definition

A Foreman shall be a member of the Union.

Responsibilities

A Foreman's responsibilities include the following:

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

7.02

"A" Foreman

- (a) **Minimum in Company**
The Employer shall have a minimum of one (1) "A" Foreman.
- (b) **Maximum Supervised**
An "A" Foreman shall direct and supervise the work of a maximum of eighteen (18) workmen.
- (c) **Working With Tools**
An "A" Foreman can be required to work with the tools by the Employer under normal circumstances.
- (d) **Foreman Replacement**
Employees who are interested in serving as temporary replacement "A" Foremen must indicate such interest by adding their names to the list posted by the Company. The appointments will be made in accordance with Article 6.08(d) except that the Company may rotate interested employees through these replacement positions. When the senior interested employee is not selected, he shall be given the reasons for the decision.

7.03

"B" Foreman

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

(b) **Working With Tools**

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

(c) **Foreman Posting**

Employees who are interested in serving as "B" Foremen must indicate such interest by adding their names to the list posted by the Company. The appointment will be made in accordance with Article 6.08.

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 Joint Apprenticeship Committee as a whole 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 and including the tap plate. Ability to change tap plate is restricted to IBEW Installers.

7.08 **Light Duty Technician**

A C.A.T.V. worker who performs work in accordance with the job description for this classification as described in Appendix "A".

7.09 **Technical Field Representative**

A worker who is able to perform all installation, reconnection and disconnection functions including wiring and drops from the tap to the customer's terminal. They will be paid in 15 minute increments for all wiring work. TFRs will not perform service calls, construction, maintenance, apartment rewires or rewiring. A TFR will be allowed to reconnect a disconnect in error and troubleshoot and correct any wiring problems associated with their own installation work.

ARTICLE 8.00 – 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.

8.02

Procedure

All grievances shall be dealt with in the following manner:

Step 1 – Within Ten (10) Working Days

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

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

Step 2 – Within Fifteen (15) Working Days

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 give rise to the grievance, and the date on which it occurred. The Union shall then present the grievance to the Company within fifteen (15) 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 – Reference to Arbitration

The third (3rd) 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 with 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.

8.03

Steward and Employee Involvement

(a) Continuing to Work

In all cases involving a grievance, all employees except the grievor(s) must continue to work. Where an employee or employees has or have been discharged by the Employer, he or they shall not remain in the employ of the Employer while his or their grievance is being processed in accordance with this grievance procedure.

- (b) An employee who has lodged a grievance may elect not to continue working while the grievance is being processed, without loss of seniority or benefit entitlement, provided the time off is within the cap provided in Article 25.00. (This provision has no application in cases involving the suspension or discharge of the employee, or where the subject of the grievance is the Employer's denial of a request for a discretionary leave of absence). A grieving employee who elects not to work while the grievance is being processed shall not be entitled to claim any compensation for the period in which he has elected not to work.
- (c) **Minimum Interruption**
The Union agrees that the processing of any grievance shall be carried out by all parties with the minimum possible interruption to the Company's operations.

8.04 **Time Limits**

- (a) **Mutual Agreement**
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) **Grievance Abandonment**
If a grievance has not been initiated or resolved within the time period specified for any step of the grievance procedure, and the time limit has not been extended by mutual agreement in writing, such failure to proceed within the time limits prescribed shall be deemed to constitute an abandonment of the grievance.

8.05 **Classification 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.

8.06 **Jurisdiction Grievance**

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

8.07 **Employer and Union Grievances**

- (a) **Method of Grieving**
The Company or the Union can raise a grievance by way of informal discussion with their respective representatives, or by resorting directly to setting the grievance out in writing and presenting it within three (3) working days after the occurrence of the alleged grievance. If the grievance is a policy grievance, or a continuing issue, it shall be raised by either party

within ten (10) days of the occurrence or of the Company or the Union becoming aware of the grievance.

(b) **Referral to Arbitration**

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 9.00 - 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) **Written Statement**

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) **Decision of the Board**

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) **Limited Jurisdiction**

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.

9.04 **Expenses of Arbitration**

- (a) The parties hereto will each bear the expenses of their own representative on the Arbitration Board, and the Board Chair shall determine, based on the decision rendered, how the costs, fees and expenses with respect to the arbitration proceedings shall be apportioned between the parties.
- (b) In addition, if a grievance is abandoned or withdrawn within seven (7) days of the hearing date, the party abandoning or withdrawing the grievance shall assume all of the costs, fees and expenses of the Board Chair with respect to the scheduled meeting. However, if either party brings forward new information that causes the other party to abandon or withdraw the grievance subsequent to the third step, the costs, fees and expenses of the Board Chair will be split by the parties.

ARTICLE 10.00 – AUTOMATION – SEVERANCE PAY

10.01 **Procedure**

The Company shall provide a minimum of eight (8) days severance pay for each year of service to employees who become redundant due to automation or the introduction of new methods, equipment or organization. Nevertheless, the principle shall be that employees shall first be trained for other positions then vacant within the bargaining unit, provided that the vacant position requires similar or less job skills. Severance pay shall be utilized only when an employee fails to assimilate the required training within a reasonable period of time, not to exceed three (3) months.

10.02 **Deferment Period**

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 **Limitations**

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 11.00 – IMPACT OF LEGISLATION

- 11.01 (a) **Invalidated Conditions**
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) **Mutually Agreeable Provisions**
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) **Incorporation**
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) **Purpose of Incorporation**
The parties agree that the specific purpose of incorporating the provisions of the Labour Code and the regulations into their Agreement is not to create new or additional rights or obligations. The purpose is to allow for the enforcement of the applicable legislated rights and obligations through the grievance and arbitration provisions of this Agreement.

ARTICLE 12.00 – 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.

- (c) **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 the Agreement or any part of it. The terms and conditions of the Agreement shall in all events continue to be effective throughout the express term of this Agreement except where amendments are mutually agreed to in writing and appended to this Agreement.

ARTICLE 13.00 – SAFETY

13.01 **Hydro Wires**

No member shall be allowed to work on Hydro distribution wires unless certified by the Province of B.C.

13.02 **Legislation, Transportation and Reports**

(a) **Safety Legislation**

The Union and Company agree that any applicable Federal legislation, or regulations issued pursuant to such legislation pertaining to the work place of the employees, shall be fully complied with.

(b) **Transportation**

Transportation to the nearest physician or hospital facility will be provided by the Company for employees who require medical attention during working hours, and any expense 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 reasonably opportunity, any injury or any accident which did or could have resulted in an injury, or any unsafe or unsanitary condition.

13.03

Crew, Equipment Installation and Circuit Breakers

(a) **Two Man Crew**

Two (2) technicians constitute a crew working together on a hazardous job location. One (1) technician must be a fully qualified Journeyman.

(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 Workers**

No employee shall report 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 B.C.

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

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 which, from time to time, 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 immediate supervisor/foreman. The immediate supervisor shall determine whether or not 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 Shaw 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

(a) **Climbing Equipment**

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

(b) **Pole Climbing Training**

All new employees required to climb shall, within a reasonable time, be provided formal training. Experienced employees will be provided with re-training as required.

13.06

Truck Equipment

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

(a) **Safety List**

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.

13.07 **Aerial Ladder Inspections**

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

13.08 **Ladder Inspections**

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

13.09 **Vehicle Maintenance**

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

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

13.10 **Shift Safety**

(a) **Mainimum Manpower**

For purposes of safety, a minimum of two (2) men shall constitute a crew.

(b) **Vehicle Manpower**

The Company is not required to assign two (2) men to a vehicle.

(c) **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 14.00 – APPRENTICESHIP AND JOURNEYMAN TRAINING

14.01 **Apprentice Joint Training Committee**

A Shaw Joint Training Committee shall be established by the Union and the Company. The Committee shall be comprised of equal representation from the Company and its technical employees. The committee shall include one bargaining unit representative from Port Coquitlam.

14.02 **Journeyman Status**

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

14.03 **Registration**

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

14.04 (a) **School Attendance**

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

(b) **Reclassification Date**

Upon receiving written confirmation from the Training Committee that employees have been classified as qualified journeymen, the Company shall begin paying the journeyman wage rates to the employees. The journeyman wage rate shall be effective the date the employee is classified as a qualified journeyman.

14.05 **Apprentices' Wages**

An apprentice attending a provincially sponsored day school shall receive his normal weekly earnings. The apprentice shall apply for any available grants or funding, and immediately remit any monies received to the Company.

14.06

Committee Member's Wages

The Company agrees that one of its employees from each participating system may serve as a member of the Shaw Joint Training Committee.

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

14.07

Supplemental Training

- (a) The Company has the right to conduct training which is supplemental to the training provided under the J.T.C. program. The Parties agree that the right of the Company to conduct such supplemental training is in no way restricted by the Collective Agreement or any other Agreements between the two Parties.
- (b) For the purpose of conducting supplemental training, the Company can assign a non-union instructor who will have access to the cable t.v. plant in relation to such training. This access is limited to training only and is not for purposes of performance of job tasks which fall within the jurisdiction of the technical employees.

14.08

Funding

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

Money left in the Trust when the current industry J.T.C. is disbanded shall be disbursed according to the provisions of that Trust.

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

15.01

Regular Work Week

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

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

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 ½) consecutive hours of schedule 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 schedule time, made up on seven and one-half (7 ½) hours of paid work time and one-half (1/2) hour of paid time for a lunch break.

(b) **Scheduling**

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

(c) **Premium**

A premium of ten percent (10%) of the hourly rate (straight-time 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) **Definition**

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 ½) consecutive hours of scheduled time, made up of eight (8) hours of paid work time and one-half (1/2) hour of unpaid time for a lunch break. This shift shall be scheduled between 12:00 hours and 24:00 hours.

(ii) **Premium**

A premium of nine percent (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 overtime payment replaces any shift premium.

(c) **Shift B – Night Shift**

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

This shift shall be scheduled between 23:00 hours and 10:00 hours.

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

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

15.04

Standby Time and Pay

- (a) **Participation and Assignment**

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

- (b) **Standby Pay**

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**

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

- (ii) When called out during standby hours, overtime begins when the employee leaves his home to attend to the call.

- (iii) Overtime stops when the employee returns to his home.

- (d) **Phone**

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

- (e) **Exemption from Standby**

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

- (f) **Availability During Standby**

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

- (g) **Loss of Standby Pay**
In the event that an employee fails to respond to a call during an assigned standby period, the employee then forfeits his standby pay for that calendar day.

15.05 Overtime

- (a) **Definition**
Any time worked in excess of the schedule 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 two hundred percent (200%) of the regular rate.
 - (ii) All overtime shall be calculated to the nearest one-quarter (1/4) hour.
 - (i) Premiums paid for shift work shall not be included in the calculation of overtime pay.
- (c) **Overtime Meals**
When employees are required to work two (2) hours or more beyond their regular work days, the Employer will provide hot meals at no cost to the employees, up to maximum of fourteen dollars and seventy five cents (\$14.75) (receipts to be submitted) plus paid meal periods of one-half (1/2) hour at the prevailing rate and thereafter at four (4) hour intervals. Any unscheduled early morning start before regular starting time is entitled to a paid meal. The breakfast limit is eleven dollars and seventy five cents (\$11.75). Employees called out on overtime shall be paid for meals as above after four (4) hours work.
- (d) **Overtime Rest**
An employee who has worked emergency overtime shall return to work after eight (8) hours rest, but only if he can do so by 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**
 - (1) Employees shall have the option of being compensated for overtime in case or time off, to a maximum of ten (10) banked days per annum, provided that:
 - (i) they indicate to their direct supervisor they wish to bank the time at the time the overtime is worked;
 - (i) the time off can be scheduled at a time that is mutually agreeable to the employee and the Company; and

- (ii) the total number of days taken by an employee under this clause and 24.01(a) does not exceed the total number of guaranteed days off allowed in a year.
- (2) If such mutual agreement cannot be reached, the employee shall be paid out for any banked overtime in January of the following calendar year. Banked time cannot be carried forward from one calendar year to another.

15.06

Staffing and Schedules for Shift and Standby Work

(a) **Employees Assigned**

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

(b) **Schedules**

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

1. The Company may exclude employees from shifts due to operational requirements.
2. All qualified employees shall participate.
3. Consideration shall be given to employees interested in permanent assignment to a shift.
4. Entitlement of employees to exchange shifts, subject to approval by the affected "A" Foremen and no additional cost to the Company.

(ii) **Standby**

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

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

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

(c) **Shift Posting**

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

(ii) In the event that the shift schedule is not adhered to for reasons that are within the control of the Company and an employee is assigned

to shift overage, then that employee shall be paid overtime for the first eight (8) hours worked.

- (iii) No employee shall be assigned to a shift for a period of less than ten (10) work days duration except where rearrangements of shifts are necessary in order to distribute holidays or annual vacations equitably, or when it is necessary to cover temporary absence of an employee due to sickness or accident disability, or to meet emergent business requirements.
- (d)
 - (i) The Company shall endeavour to minimize the number of shifts each individual is required to work. However, no individual shall be required to work more than 18 weeks of shifts a year.
 - (ii) Individuals hired after March 17, 1994, shall not be protected by the cap on the number of shifts worked.
- (e) **Emergency Changes**
In 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) hours change-over time period.

15.07

Report Pay

- (a) **Four (4) Hours Pay**
An employee who reports to work at his regularly scheduled time will receive four (4) hours pay if no work is available.
- (b) **Project Cancellation Notice**
Employees on special project shifts will not receive report pay if they receive at least twenty-four (24) hours notice to report to work at their regular time.
- (c) **Shift Cancellation Notice**
No report pay will be paid if the employee is advised at least twenty-four (24) hours preceding his scheduled shift, not to report to work.

15.08

Call-Out Pay

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

15.09

Free Zone and Reporting Stations

(a) **Free Zone**

The Free Zone shall be the licensed area encompassed within a radius of 13.75 kilometers from the intersection of Harris Road and Loughheed Highway.

(b) **Reporting Stations**

(i) Employees shall report to work at their regular starting time at any reporting station designated by the Company within the free zone. When they are required to report at the regular start time to a location which is not within the free zone, Article 15.10 (b) shall apply.

(ii) If the Company established a reporting station outside of a free zone, the Company shall give preference to those employees who live closest to the reporting station, provided that they have the skills and ability to perform the required job functions within the required classifications.

15.10

Travelling Time and Expenses

(a) **Reporting Stations**

Employees shall report for work at the regular starting time at any reporting station designated by the Employer within the Free Zone, or any reporting station established in accordance with Article 15.09(b).

(b) **Travelling Expenses**

Any occasion when employees are required to report at the regular starting time to a work locations which is not a reporting station or not within the Free Zone, each employee required to do so shall be paid at the rate of forty (40) cents per direct line kilometer for travelling time, and if transportation is not provided by the Employer, an additional twelve and one-half (12 ½) cents per direct line kilometer will be paid for travelling expenses. Where applicable, these allowances will be paid both to and from the location in question.

(c) **Travelling Expense Calculation**

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

15.11 **Rest Breaks**

(a) **Break Time**

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

(b) **Travel Time**

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

15.12 **Personal Vehicles**

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

ARTICLE 16.00 – TOOLS

16.01 **Provision and Responsibility of 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 17.00 – TECHNICAL FIELD REPRESENTATIVES

The purpose of this Article is set to set out the terms and conditions of employment for the Technical Field Representatives.

17.01 (a) The following clauses of the main body of the agreement shall not apply to TFRs.

Article 10
13.04
13.05
13.06
13.07
13.09
15.01 through 15.12
18.01 through 18.03
19.02, paragraph 2
Article 25

(b) Notwithstanding the provisions of the collective agreement, TFRs are responsible to supply and maintain their own vehicles in a safe manner.

- 17.02 (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.
- The Company may not utilize temporary TFRs during times that the average regular TFR earnings per pay period falls below \$2,000 (excluding vehicle allowance). For the purpose of this average, the calculation will only use regular TFRs assigned work for a full pay period. In addition, Regular TFRs will have access to the project work in order to maximize earnings over and above their regular routes.
- While using Temporary TFRs, it is the Company's intention that Temporary TFR's will make an average of \$2,000 per pay period. If this is not the case, the Company will reduce the number of Temporary TFRs.
- (b) Regular TFRs shall be entitled to those benefits which have not been excluded in 17.01 above.
- 17.03 TFRs shall provide their own vehicles and shall be paid a vehicle allowance of \$2.85 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 safe and respectable condition.
- 17.04 The Company and the Union agree that all regular TFRs shall be rotated through routes and schedules in order to provide them with similar earning opportunities. Notwithstanding this, it is recognized that some employees may choose to work extra routes and schedules in order to maximize their earnings. Such extra work will only be available to TFRs after all regular TFRs have been assigned their schedules.
- The Parties agree that it is in the best interest of the Employer and the employees for TFRs to receive a fair distribution of work based on types of work and rotations through geographic areas in the cable system.
- 17.05 TFRs shall be paid on a piecework basis in accordance with the schedule of compensation.
- 17.06 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 twelve (12) weeks earnings divided by the number of days worked in the period. For the purposes of determining TFRs' incomes for WCB, the earnings will be based on gross pay including commissions, sick, vacation and statutory holiday pay.
- 17.07 Vacation pay shall be calculated on gross earnings, excluding the vehicle allowance.

- 17.08 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.
- 17.09 During the term of the Collective Agreement the Company agrees not to contract out work that falls within the TFR jurisdiction during times that the average TFR earnings per previous pay period falls below \$2,000 (excluding vehicle allowance). For the purpose of this average only TFRs working a full pay period will be included in the calculation.
- 17.10 It is the Company's intention that TFRs will earn a minimum of an average of \$2,000 per pay period. Notwithstanding Article 6, the Company will layoff TFRs hired after the date of ratification of this agreement if average earnings of all TFRs fall below \$2,000 in a pay period. This TFR continues to be protected with full recall rights and protection. Employees laid off under this provision will not trigger the layoffs of less senior installers, apprentices, or journeymen.
- 17.11 A regular TFR who becomes redundant due to automation, the introduction of new equipment, methods or reorganization, shall receive seven (7) days severance pay for each completed year of service. The Company is then under no further obligation to hire or employ that individual.
- 17.12 When TWU TFRs are assigned to work in the Port Coquitlam certification for more than 41 weeks in a 12 month period, they will be hired on a permanent basis.

Shaw Cablesystems – TFR Task Code Description

030	Reconnect Primary Outlet
<p>Description:</p> <ul style="list-style-type: none"> - Reconnect subscriber service where customer wants service. - Verify suitable signal levels and/or picture quality. Connect to subscriber's equipment if necessary. - Present offer for other products; cable, telephone, internet, digital, etc. - Ensure connectors are of the current approved connector type, upgrade if required & wrench tight - Rubber grommets MUST be used with all outdoor F-connectors and splices - Sealing of all entry holes used and unused 	
<p>NOTE</p> <ul style="list-style-type: none"> - Only one occurrence of this task may be used on a work order. - Please note on work order if cable is HOT on arrival. 	

Application:

- For use on work orders where an existing primary cable outlet has been disconnected and is now to be activated at CSE or panel to provide service.
- Includes splitter/filter activity.
- Includes connecting at service box and customer's closet.

031 Reconnect Primary Outlet at Pole or Pedestal

Description:

- Reconnect subscriber service where customer wants service.
- Verify suitable signal levels and/or picture quality. Connect to subscriber's equipment if necessary.
- Present offer for other products; cable, telephone, internet, digital, etc.
- Ensure connectors are of the current approved connector type, upgrade if required & wrench tight
- Rubber grommets MUST be used with all outdoor F-connectors and splices
- Sealing of all entry holes used and unused

NOTE

- Only one occurrence of this task may be used on a work order.
- Please note on work order if cable is HOT on arrival.

Application:

- For use on work orders where an existing primary cable outlet has been disconnected and is now to be activated at pole or pedestal to provide service.
- Includes splitter/filter activity. If filter activity requires technician to go to a second location (e.g. CSE) a second automotive code (800) may be claimed.
- Includes connecting at service box and customer's closet.

040 Reconnect Extra Outlet

Description:

- Reconnect subscriber service where customer wants service.
- Verify suitable signal levels and/or picture quality. Connect to subscriber's equipment if necessary.
- Present offer for other products; cable, telephone, internet, digital, etc.
- Ensure connectors are of the current approved connector type, upgrade if required & wrench tight
- Rubber grommets MUST be used with all outdoor F-connectors and splices
- Sealing of all entry holes used and unused

Application:

- For use on work orders where an existing extra cable outlet has been disconnected and is now to be activated to provide service.
 - Can be claimed for every extra outlet activated
 - Does not include filter activity
- Includes connecting at service box and customer's closet.

041 Exchange/Upgrade Equipment	
Description:	<ul style="list-style-type: none"> - Determine from subscriber the hook-up configuration desired. - Disconnect existing equipment and reinstall new equipment as requested. - Complete required paperwork. - Present offer for other products; cable, telephone, internet, digital, etc. - Ensure connectors are of the current approved connector type, upgrade if required & wrench tight
Application:	<ul style="list-style-type: none"> - For use on any work order where the exchange or upgrade of company equipment is required.

042 Add Service – DCT Box including Stereo Connection	
Description:	<ul style="list-style-type: none"> - Determine from subscriber the hook-up configuration desired. - Install equipment and explain operation of equipment to subscriber. - Ensure activation/authorization of equipment if necessary. - Complete required paperwork. - Includes programming remote control (sync) with TV. - Present offer for other products; cable, telephone, internet, digital, etc - Ensure connectors are of the current approved connector type, upgrade if required & wrench tight
Application:	<ul style="list-style-type: none"> - For use on any work order where the installation of equipment is specified along with other connection work - Includes installing AB switch. - This can also be claimed as a stand-alone function.

043 Add Service – Remove or Exchange Filter	
Description:	<ul style="list-style-type: none"> - At CSE or S/B, remove/exchange filter and patch cords/jumpers. - Reconnect subscriber lines if required or add drop saver to disconnected lines. - Verify all channels are working. - Present offer for other products; cable, telephone, internet, digital, etc. - Ensure connectors are of the current approved connector type, upgrade if required & wrench tight - Rubber grommets MUST be used with all outdoor F-connectors and splices
NOTE	<ul style="list-style-type: none"> - Filter removals as part of disconnect activities may not be charged separately. - This task/rate may only be charged if it is the primary job on the work order. - Note on Work Order if correct filter already in place.

Application:

- For use on work orders where a filter removal is specified to allow changes in service levels at that residence.

047 Install of Modem, Outlet, and PC

Description:

- Install combination appropriate splitter and wall place as required.
- Install and setup Modem and PC.
- Verify suitable signal levels and connect to subscriber's equipment.
- Present offer for other products; cable, telephone, internet, digital, etc.

NOTE

- Applies for exchanging or adding NIC cards.
- Must include Time In and Time Out on Work Order.
- Also applies to modem exchange.
- Includes reconnection, co-locate and cpw of outlet.
- Includes data filter.
- Must have checklist signed by customer and stapled to work order.
- Includes pick-up of 3rd party retail kits
- Ensure connectors are of the current approved connector type, upgrade if required.

050 Disconnect Extra Outlet(s)

Description:

- Disconnect at CSE location or remove/downgrade splitter as required.

NOTE

- Ensure cable service is secure from tampering.

Application:

- For use on work orders where an existing extra cable outlet that is working is to be disconnected to terminate service.

052 Remove Service – DCT Box

Description:

- Determine from subscriber the hook-up configuration desired.
- Disconnect equipment as requested.
- Complete required paperwork.

Application:

- For use on any work order where the pickup of equipment is specified along with other disconnection work. This code can be used for pick up of competitor's equipment.
- This can be charged as a stand-alone function.

053 Remove Service – Add or Exchange Filter	
Description:	<ul style="list-style-type: none"> - Attempt to contact subscriber before filter installation or exchange. - Advise subscriber of services to be deleted or leave card if not home. - At CSE, install filter at F-81 on ground block or before any splitter. - Use short jumper as required. - In S/B, install filter with a patch cord on subscriber's DT spigot. - Ensure connectors re of the current approved connector type, upgrade if required & wrench tight. - Rubber grommets MUST be used with all outdoor F-connectors and splices.
NOTE	<ul style="list-style-type: none"> - A specific filter may be called for depending on the circumstances i.e.: 10 or 18 channel filter. - Note on Work Order if correct filter already in place.
Application:	<ul style="list-style-type: none"> - For use on work orders where a filter is specified to change service level at that residence.

055 Remove Service – Shaw Internet	
Description:	<ul style="list-style-type: none"> - Determine from subscriber the hook-up configuration desired. - Disconnect equipment as requested. - Complete required paperwork.
Application:	<ul style="list-style-type: none"> - For use on any work order where the pickup of equipment is specified along with other disconnection work. This code can be used for pick up of competitor's equipment. - This can also be charged as a stand-alone function.

060 Disconnect Primary	
Description:	<ul style="list-style-type: none"> - Disconnection of service in a MDU or at the CSE. - Disconnection when configuration of services does not allow for disconnection at pole or pedestal (e.g. address hot via internal split). - Remove filter and/or splitter if one exists. - Attach appropriate disconnect tag to the drop with work order #, rep# and date.
NOTE	<ul style="list-style-type: none"> - Only one occurrence of this task code may be used on a work order.
Application:	<ul style="list-style-type: none"> - For use on work orders where an existing primary cable outlet that is working is to be disconnected at the panel or CSE to terminate service.

061	Disconnect Primary at Pole or Pedestal
<p>Description:</p> <ul style="list-style-type: none"> - All disconnects are to be performed at the tap. - Attach locking terminator to tap. - Reattach drop end to bottom of locking terminator. - Attach appropriate disconnect tag to the drop with work order #, rep# and date. 	
<p>NOTE</p> <ul style="list-style-type: none"> - Only one occurrence of this task code may be used on a work order. 	
<p>Application:</p> <ul style="list-style-type: none"> - For use on work orders where an existing primary cable outlet that is working is to be disconnected at the pole or pedestal to terminate service. 	
070	Non-Pay Disconnect Primary
<p>Description:</p> <ul style="list-style-type: none"> - Disconnection of service in a MDU or at the CSE. - Disconnection when configuration of services does not allow for disconnection at pole or pedestal (e.g. address hot via internal split) - Remove filter and/or splitter if one exists. - Attach appropriate disconnect tag to the drop with work order #, rep# and date. 	
<p>NOTE</p> <ul style="list-style-type: none"> - Only one occurrence of this task code may be used on a work order. 	
<p>Application:</p> <ul style="list-style-type: none"> - For use on work orders where an existing primary cable outlet that is working is to be disconnected at the CSE or panel to terminate service. 	
071	Non-Pay Disconnect at Pole or Pedestal
<p>Description:</p> <ul style="list-style-type: none"> - All disconnects are to be performed at the tap. - Attach locking terminator to tap. - Reattach drop end to bottom of locking terminator. - Attach appropriate disconnect tag to the drop with work order #, rep# and date. 	
<p>NOTE</p> <ul style="list-style-type: none"> - Only one occurrence of this task code may be used on a work order. - Ensure cable service is secure from tampering 	
<p>Application:</p> <ul style="list-style-type: none"> - For use on work orders where an existing primary cable service including primary and extra outlets that are working are to be disconnected at the pole or pedestal to terminate service. 	
225	Remove Service – Shaw Internet
<p>Description:</p> <ul style="list-style-type: none"> - Disconnect at CSE location or remove/downgrade splitter as required. 	
<p>Application:</p> <ul style="list-style-type: none"> - For use on work orders where an existing cable outlet that is working is to be disconnected to terminate service. 	

241	Install of Wiring (15 Min. Increments)
Description:	
<ul style="list-style-type: none"> - Install all wiring including drop. 	
NOTE	
<ul style="list-style-type: none"> - Must include Time In and Time Out on Work Order. 	
270	Upgrade/Replace CSE
Description:	
<ul style="list-style-type: none"> - When installing a CSE as part of a new installation, the installation of the CSE will be included in hourly billing charges. 	
271	Completion of Prewire – Primary
Description:	
<ul style="list-style-type: none"> - At CSE/SB location, remove F-81 splice from ground block and install splitter to ground block with a short patch cord. - Ensure drop end is securely attached to the ground block. - Install and label marker tag and weatherproof 56 fitting with rubber sealing boots to splitter on ground block. - Install F-81 splice with F-81 nut on wall plate. - Install non-weatherproof 56 fitting on cable and connect to wall place. - Mount wall plate. 	
NOTE	
<ul style="list-style-type: none"> - Install patch cord of suitable length to connect subscriber terminal to wall plate. - Verify suitable signal levels and/or picture quality. Connect patch cord to subscriber's equipment. 	
Application:	
<ul style="list-style-type: none"> - For use on work orders where the residence has been prewired. - Cannot be combined and coded with code 030 (Reconnect of Primary Outlet) - Includes tagging, tracing, and fittings. 	
272	Completion of Prewire – Extra Outlet
Description:	
<ul style="list-style-type: none"> - At CSE/SB location, remove F-81 splice from ground block and install splitter to ground block with a short patch cord. - Ensure drop end is securely attached to the ground block. - Install and label marker tag and weatherproof 56 fitting with rubber sealing boots to splitter on ground block. - Install F-81 splice with F-81 nut on wall plate. - Install non-weatherproof 56 fitting on cable and connect to wall place. - Mount wall plate. 	
NOTE	
<ul style="list-style-type: none"> - Install patch cord of suitable length to connect subscriber terminal to wall plate. - Verify suitable signal levels and/or picture quality. Connect patch cord to subscriber's equipment. 	
Application:	
<ul style="list-style-type: none"> - For use on work orders where the residence has been prewired and the extra outlet may be activated by identifying and connecting the outlet to a splitter. - Cannot be combined and coded with code 040 (Reconnect of Extra Outlet) 	

- This is applicable for each outlet CPW'd includes tagging, tracing, and fittings for each outlet.
- Most cases CPWs are in new homes.

273 New Outlet in MDU

Description:

- Install combination appropriate splitter and wall plate as required.
- Verify suitable signal levels and/or picture quality. Connect to subscribers' equipment.

NOTE

- Can be coded for back to back outlets.

274 Install Co-located Outlet

Description:

- Install combination appropriate splitter and wall plate as required.
- Verify suitable signal levels and connect to subscribers' equipment.

275 Install Ground Block

Description:

276 Install Drop AMP

Description:

277 Remove Drop Amp

Description:

310 Sell New Account BCAB

Description:

- The TFR sells basic cable service to a customer at an unsold address (hot or cold).
- If the address is not, but not on billing, this task/rate does not include the install of a filter.
- If the address is cold, add task code 030 (Reconnect Primary Outlet), for work performed.

320 Sell Extra Outlet

Description:

- The TFR sells an extra outlet to a customer.
- If the extra outlet is cold, add task code 040 (Reconnect) or task code 272 (CPW), as appropriate for work performed.
- Applicable to revenue generating non-bundled outlets only.

338 Sale of Discretionary Tier (s) (Filtered)

Description:

- The TFR sells a discretionary tier that requires a trap.
- If the customer is active and is upgrades to another tier, claim the sale and necessary filter activity.
- If the customer is cold and is upgraded to another tier, claim the sale but cannot claim filter activity.

339	Sale of Discretionary Tier (s)	(Unfiltered)
Description:		
<ul style="list-style-type: none"> - The TFR sells a discretionary tier that does not require a trap. - This task/rate does not include the removal of the filter. - This task/rate cannot be claimed if the discretionary tier is inclusive in a bundled service. 		
340	Lease Digital Converter	
Description:		
<ul style="list-style-type: none"> - The TFR leases a digital converter to a customer. - This task/rate is for new leases only, not for upgrades of customers who have an existing Shaw converter. 		
341	Sell Discretionary Service/Pay TV	
Description:		
<ul style="list-style-type: none"> - The TFR sells a discretionary service to a customer that requires decoding equipment. - This task/rate is for new discretionary customers, not for upgrades of customers with an existing decoder. - Also applies to: selling additional multiple ip (non-bundled), 10 PACK digital channels - Also applies to sale of 5 PACK digital channels - Also applies to upgrade SLSI to SHSI - Fairchild/Talentvision sold together is only one code 341 due to package - MC/EA and is classified as two code 341s. - 30 PACK digital channels are classified as two code 341s 		
350	Cheque Free (Formerly Pre-Authorized Chequing)	
Description:		
<ul style="list-style-type: none"> - TFR arranges for customer to be placed on pre-authorized chequing by obtaining the customer's signed approval on the work order and completing the necessary paperwork. 		
351	Annual Payment	
Description:		
<ul style="list-style-type: none"> - TFR arranges for customer to be placed on annual billing by obtaining the customer's signed approval on the work order. 		
410	Miscellaneous Task Code	
Description:		
<ul style="list-style-type: none"> - Miscellaneous code including: delivering and swapping power cords/remote controls, customer training, and installing, configuring and wiring A/B switches. - Disconnecting third party equipment (e.g. Telus, satellite) 		
NOTE		
<ul style="list-style-type: none"> - Only one occurrence of this task code may be used on a work order. 		

511	Non-pay Collection
Description:	
<ul style="list-style-type: none"> - Collecting money as instructed on work order. 	

520	Collect Administration Fee
Description:	
<ul style="list-style-type: none"> - As instructed by Shaw, the amount to be collected is the COD amount as stated on the work order. - The TFR will record the company number, account number, customer name and address and COD amount required on the envelope given to the customer. - CODs collected by the TFR must be returned to the office a daily basis. - To be applied to credit card payments, Credit card authorization must be written on work order. 	

521	Database Correction
Description:	
<ul style="list-style-type: none"> - TFR confirms that there is an error in Shaw's database and note on a work order. - The error must be called into Field Support to have changes done in the database. - Task code/rate can be claimed only once for any combination of the following: <ul style="list-style-type: none"> - incorrect phone number, name and/or postal code - key info - number of outlets prewired 	

522	Office Verification
Description:	
<ul style="list-style-type: none"> - A TFR is routed a work order to verify if an address is not or cold - If a verification work order results in other commissionable work, i.e., a sale, connect, disconnect, then this task rate <u>does not apply</u>. - Stand alone code. Work order must state the request of what is needed to be verified. 	

531	Follow-up Required – No Active Service
Description:	
<ul style="list-style-type: none"> - Scheduled work cannot be fully completed and must be referred to others for completion or follow-up. - Inside work is complete. - Only applies to reconnect work order. 	
Application:	
<ul style="list-style-type: none"> - For use on any work order where the TFR has travelled to the job site and is not able to activate the service due to a technical or plant problem. - Other work is completed such as a reconnect at the tap or CSE. 	

800	Vehicle Allowance
Description:	
<ul style="list-style-type: none"> - TFRs shall provide their own vehicles and shall be paid a vehicle allowance per street address when performing their duties. - This allowance shall be the company's full responsibility towards a vehicle and operating costs. 	

- Travel to a multi-dwelling unit (MDU) where there may be more than one work order counts as one street address.
- A TFR will not receive a vehicle allowance for a return visit to an address unless directed to do so by the office.

810 Patch Cord Manufacture

Description:

- May be claimed for every technician manufactured patch cord attached to customer/company equipment beyond the wall plate

Application:

- May not be used for jumpers in panel or CSE connections.

815 Cellular Phone Allowance

Description:

- For use bi-weekly to offset cellular expenses.

Application:

- Employees need to be available by cellular telephone during workday.

600 Installation of Shaw Digital Phone Terminal

Description:

- A. Install and connect the Digital Phone Terminal (DPT) and power supply with mounting bracket and/or enclosure.
- B. Install and connect the transition block to RJ-11 and CAT3 Line (co-located)
- C. Remove all existing telephone lines at distribution point from Telco's drop demark and reconnect (bean) with backfed or newly wired CAT3 line to DPT.
- D. Check and record levels at the CSE/panel and the DPT (channels 3, 70, 90).
- E. Includes reconnection or CPW of any existing co-axial or CAT3 wire from CSE to DPT location only.
- F. Perform the following phone calls to provision and test the DPT:
 1. A modem provisioning call made from the TFR's cell phone.
 2. A call made on the TFR's cell phone to "push the switch".
 3. A call made to "port" the number using the CPT is required.
 4. A call made to provisioning team to confirm outbound traffic using the DPT.
 5. Receive a call back from provisioning team to ensure inbound traffic on DPT.
 6. **Two calls** to the alarm company to advise **change/test** of customer DP service.
- G. Disconnect Telco feed (if disconnection of Telco feed takes greater than ten minutes this time should be added to the aggregate wiring time (Code 641) and not coded separately.
- H. Check all **accessible** connected phone jacks for dial tone and polarity. (Faults revealed during tone and polarity checks shall be repaired provided the repair can be completed behind the wall plate or at the beginning of the wiring run. Technicians may claim one code 710, paying \$6.60 for each faulty phone jack identified and repaired in this manner).
 - I. Must include "time in" and "time out" on work orders.
- J. Includes placement of SDP tag (white) in MDU panel and SFU CSE.
- K. Carry out administrative tasks (paperwork, terms of use, assist voicemail set-up/PIN, customer education)
- L. Includes installation of proper filter (SDP telephone filter only)
- M. Code may be used for SDP installations (**including transfers**) where the DPT is left from a previous customer. Transfers and DPT exchanges.

610	Miscellaneous Task Code
Description:	
<ul style="list-style-type: none"> - Miscellaneous code including: delivering and swapping power cords/SDP backup power supplies, customer training, disconnect extra phone jack(s) (i.e. suites) and education. 	
Note:	
<ul style="list-style-type: none"> - Only one occurrence of this task code may be used on a work order - Cannot be claimed in conjunction with 600 code. 	

614	SDP Provisioning/Alarm On Hold Time
Description:	
<ul style="list-style-type: none"> - For use when waiting for longer than 5 minutes to speak to SDP provisioning staff. - First code applied when wait exceeds 5 consecutive minutes with additional codes starting after 20 consecutive minutes, then in 15 minute increments thereafter. 	

615	SDP Pole/Pedestal Work
Description:	
<ul style="list-style-type: none"> - Placement or removal of a SDP tag (white) at the pole or pedestal. - To be used maximum once per work order in conjunction with a 600 or 650 code. - Includes trace and tag of line if required. 	

620	Second Phone Number Installation
Description:	
<ul style="list-style-type: none"> - To be used for connection and activation of a second phone number from a DPT to appropriate jacks. - Install and connect a second transition block and RJ11 jumper to DPT. - Wire CAT3 line from transition block to inside wire distribution point or nearest convenient telephone jack (this should be added to aggregate wiring time with 641 code). Second pair in existing CAT3 line will likely be used, in which case a jumper is installed between transition blocks. - Segregate appropriate telephone lines at distribution point and reconnect (bean) with backfed or newly wired CAT3 line to DEP. Second telephone number to be directed to specific jacks. - Includes standard provisioning calls to push to switch, port (if necessary) and test calls. - Check phone jacks for dialtone, polarity, and correct number. - Note: this code is not to be used in "Smart Ring" or "Distinctive Ring" application. - Note: A 710 code may be charged for each jack connected to the newly installed line, beyond the first one. - May be claimed in conjunction with 600 code. 	

641	Telephone Wiring (existing wiring code)
Description:	
<ul style="list-style-type: none"> - Installation of telephone wire for telephone jacks or backfeeding dialtone to inside wire distribution point. - Installation of coaxial wiring for DPT. - Includes confirmation of dialtone and polarity for newly installed jacks. - Includes prefielding time to determine optimum route. - On any newly installed lines, wiring codes should be claimed for entire job including connections at distribution point (beaning) and wallplate connection or installation. 	

- Paid in 15 minute increments.
- Must include time in and time out on work order.

650 Remove Service SDP

Description:

- Disconnect DPT, Power Supply, coax cable and jumper line.
- Includes removal of SDP tag (white) from MDU panel or SFU CSE (If at pole or panel also claim 615)
- Includes call to provisioning to confirm removal of DPT from customer's account.
- If coax outlet is to be disconnected, use code 050 in addition to 650.

663 Sell SDP Service

Description:

- Payable on confirmation of installation and billing
- Sale of second telephone number
- One commission if sold at the same time

670 Training – (based on 8-hour day)

Description:

- The trainer and trainee shall receive the training code rate when working in the field.
- Trainer may claim an additional three hours.
- Trainer may claim the training rate or the aggregate total for the day's codes, whichever is most beneficial to the trainer.

710 Completion of Connect Prewired Outlet/Wall Plate Repair

Description:

- Repair of faulty telephone jack discovered during SDP Installation
- Includes correction of faults at wall jack or inside wire distribution point.
- Include check of corrected jack for dialtone and polarity.
- May only be used in conjunction with 600 codes.

OR:

- Activation of additional phone line using previously installed wiring.
- Includes installation of wall plate and connection at inside wire distribution point (re-beaning).
- Includes tracing and identifying the line.
- Includes confirming operation of jack for dial tone and polarity.

780 Enterphone Integration – SDP

Description:

- Determine (tone) the correct spare pair of telephone wires to backfeed dialtone from the customer's inside wire distribution point to Enterphone location.
- Cross connect the spare pair in any secondary riser closets if necessary to complete continuity to Enterphone room.
- Verify tone from customer suite is present.
- Remove Telco jumper from Enterphone terminal block only.

- Tag Telco jumper with suite number and leave jumper to ensure it does not short.
- Install new jumper from enterphone block to designated spare pair to restore dialtone to input of enterphone panel.
- Verify enterphone system is working on call completion.
- If enterphone integration exceeds 30 minutes, the 641 wiring codes will be used to compensate for time beyond 30 minutes.
- This is not applicable to "dialer" or stand alone style enterphone systems.

Current Company Incentives: (subject to change at any time)

TFR – TASK CODE SUMMARY	
CNT Code	Description of Service
030	Reconnect Primary Outlet
031	Reconnect Primary Outlet at Pole or Pedestal
CNT Code	Description of Service
040	Reconnect Extra Outlet
041	Exchange / Upgrade Equipment
042	Add Service – DCT Box Including Stereo Connection
043	Add Service – Remove or Exchange Filter
047	Install of Modem, Outlet, and PC
050	Disconnect Extra Outlet(s)
052	Remove Service – DCT Box
053	Remove Service – Add or Exchange Filter
055	Remove Service – Shaw Internet
060	Disconnect Primary
061	Disconnect Primary at Pole or Pedestal
070	Non-Pay Disconnect Primary
071	Non-Pay Disconnect at Pole or Pedestal
225	Remove Service – Shaw Internet
241	Install of Wiring (15 minute increments)
270	Upgrade / Replace CSE
271	Completion of Prewire - Primary
272	Completion of Prewire – Extra Outlet
273	New Outlet in MDU
274	Install Co-located Outlet
275	Install Ground Block
276	Install Drop Amp
277	Remove Drop Amp
350	Cheque Free (Formerly Pre-authorized Chequing)
351	Annual Payment
511	Non-Pay Collection
520	Collect Administration Fee
521	Database Correction
522	Office Verification
531	Follow-up Required – No Active Service
553	Meetings/Training (15 minute increments)
800	Vehicle Allowance
810	Patch Cord Manufacture
815	Cell Phone Allowance
600	Installation of Shaw Digital Phone
610	Miscellaneous Task Code
614	SDP Provisioning/Alarm On Hold Time
615	SDP Pole/Pedestal Work
620	Second Phone Number Installation
641	Install SDP Wiring (15 minute increments)
650	Remove Service SDP

670		Training – (based on 8-hour day)
710		Completion of Prewired Outlet/Wall Plate Repair
780		Enterphone Integration
410		Service Call Without Equipment

ARTICLE 18.00 – WAGE SCHEDULE

18.01 Hours of Work Per Week

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

18.02 Technical Wage Scale

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

Effective Date:

March 24, 2009	\$32.85 per hour
March 24, 2010	\$33.51 per hour
March 24, 2011	\$34.18 per hour
March 24, 2012	\$34.86 per hour

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

Effective Date:

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

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

Effective Date:

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

(d) **"A" Foremen**

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

(e) **"B" Foremen**

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

(f) **In Charge Premium**

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

(g) **Light-Duty Technician**

(Percentage of Journeyman Rate)

Start	50%
After 6 months	55%
After 12 months	60%
After 24 months	65%
After 36 months	70%
After 48 months	75%

18.03

Wage Retention

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

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

(b) **Classification Change**

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

18.04 **Incentive or Commission Pay**

The Company may, at its discretion, offer technical employees incentives or commissions for sales activities.

Participation in sales incentive programs is not mandatory.

ARTICLE 19.00 – STATUTORY HOLIDAYS

19.01 **Statutory Holiday List**

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

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	½ day – Christmas Eve
	½ Day – New Years' Eve

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

19.02 **Alternate Schedule**

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

Holiday Pay

Employees required to work on any of these days shall be paid as per Article 15.05(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 20.00 – EARNED VACATIONS

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

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

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

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

- 20.02 **Gazetted 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 employee shall select, by Company seniority, his vacation period for the vacation year commencing January 1. A calendar will be posted in each of the Company's reporting stations or departments where members of the Union are employed.
 - (b) **Length of Posting**
The calendar will remain posted until November 15th.
 - (c) **Vacation Selection**
Employees who have not selected their vacation periods of 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 affect the scheduled vacations of other employees.
 - (d) **Employer Approval**
The Company shall approve the calendar no later than December 1st.
 - (e) **Approval Criteria**
Approval of the Vacation Calendar will be done on the following criteria:
 - (1) Proper selection by seniority:
 - (a) Technical – by seniority in each classification at each reporting station.
 - (b) Non-Technical – by seniority in each department.
 - (2) Compliance with Article 25.01.
 - (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) work days due to temporary lay-off, GDOs, weekly indemnity, long-term disability, unauthorized absence, or unpaid leave of absence. The first fifteen (15) work 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) work days due to Workers' Compensation claims.

20.06 **Transfer of Entitlements**

Where Companies bound by this Agreement are wholly owned subsidiaries of the same Parent Company, an employee who transfers from one Company to another shall retain his seniority for purposes of annual vacation time and pay entitlements.

20.07 **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, any money paid for vacation but not earned.

ARTICLE 21.00 – PAYMENT FOR TIME NOT WORKED

21.01 **Jury Duty and Court Leave**

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

21.02 **Bereavement Leave**

(a) **Immediate Family**

In the event of death in the employee's immediate family, compassionate leave with pay of three (3) days will be granted by the Employer. If the

death requires the employee to travel outside of the province, compassionate leave will be extended to five (5) days with pay.

(b) **Definition of Family**

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

(c) **Spouse's Family**

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

21.03

Sick Time

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

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

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

ARTICLE 22.00 – HEALTH AND WELFARE

22.01

Employer's Contribution

The Company will make a one time payment of \$38,000 to the IBEW Local 213 Health and Welfare Plan.

(a) **Employer's Obligation**

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

(b) **Maximum Payment**

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

Family	\$292.41
Couple	\$286.40
Single	\$206.76

Subject to receiving the notice provided for in Article 22.07, the Company's contribution shall be changed when an employee's status for coverage changes (marital status or dependents). The new contribution shall commence effective the first day of the month following the day of the change.

- (c) Any amount in excess of the above will be paid by the employees through payroll deduction and submitted to the Health and Welfare Plan.

22.02 **Changes in Employee Information**

- (a) The Company shall forward all pertinent information regarding rehired, transferred, or new employees, within fifteen (15) days of the employment starting date. Notification will be made on Advice of Change notice with the proper application cards attached.
- (b) The Company shall forward all pertinent information regarding employees who are terminated, laid off, or on approved leave of absence to the C.A.T.V. Health and Welfare Benefits Administrator within fifteen (15) days of its being notified of the changes.

22.03 **Payment of Contributions for New Employees**

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

22.04 **Contributions and Coverage in Relation to Terminations or Layoffs**

- (a) **Payment for Month Laid Off**
When an employee terminates, or is laid off, the Employer will make full payment for the entire month regardless of the number of days worked.
- (b) **Employee's Reserve**
An employee will receive coverage for the following month after termination or layoff. The premium payment for this additional month's coverage comes from the employee's reserve. Therefore, when the employee returns to work, their Health and Welfare coverage will begin on the first (1st) day of the month following the month they were rehired.

- 22.05 **Prorata Contributions**
When an employee works for more than one (1) Employer in the same month, costs for a full months' coverage will be divided on a prorata basis.
- 22.06 **"Time Worked" and Prepayments**
- (a) **Amount of Contributions**
For the purpose of determining the amount of contributions, time off for Annual Vacation, Statutory Holidays, Workers' Compensation, Sick Leave or any authorized leave of absence is to be considered as time worked.
- (b) **Pre-Paid Coverage**
Employees going on approved extended leave of absence are REQUIRED TO PREPAY for all coverage wanted BEFORE leaving. Payments are to be made directly to the administration office of the Plan. If this is not done, all coverage will cease one (1) month after the last full months' of Employer's contributions.
- 22.07 **Employee's Obligation for Notification of Changes of Status for Coverage**
Employees must inform the Employer and the Administrator of any change in status which affects the employees' coverages. This includes change in marital status and addition or deletion of dependents. The Employer and the C.A.T.V. Health and Welfare Plan are absolved of any and all responsibilities in relation to an employee's failure to provide change of status information.
- 22.08 **Workers' Compensation Supplement**
In cases where employees are on compensation and receiving Workers' Compensation benefit payments, the Company will pay the difference between such payments and eighty percent (80%) of the employee's gross normal forty (40) hour weekly straight-times wages for the period the employee is covered by compensation, to a maximum of six (6) months.
- 22.09 **Time Off for Visit to Doctor**
- (a) **Paid Time Off**
An employee who has been injured at work and has returned will be granted reasonable paid time off work for necessary return visits to his doctor for treatment in relation to the on-the-job injury. The payment for such time off will be conditional upon the Company receiving a doctor's certificate and confirmation that the Workers' Compensation Board recognizes the injury as a compensable on-the-job injury. It is the responsibility of the employee to provide the Company with notice of the necessity for leave as soon as the employee knows of the doctor's appointment.
- (b) **Reasonable Time Off**
"Reasonable Time Off" shall be understood to be limited to only that time off which is required to attend at the doctor's office for an appointment made in advance and the related time required to and from the doctor's office. The

affected employee is obligated to cooperate in keeping this paid-time absence to the minimum time actually required.

(c) **Pay for Day of Accident**

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

22.10 **Absentee Reports**

(a) **Report of Absenteeism**

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

(b) **Absence Form**

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

ARTICLE 23.00 – PENSION AND RETIREMENT

23.01 (a) **Employer and Employee Contributions**

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

(b) **Additional Employee Contributions**

Employee Option

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

Employee Contribution

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

Restriction on Changes

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

23.02

Pension Contributions

- (a) **Financial Institutions**
Pursuant to Article 23.01, the Employer will deposit all pension funds in the banking institution designated by the Union. All funds will be deposited within thirty (30) days following the month in which the funds were earned.
- (b) **One Institution**
The Employer will deposit funds for all of its employee into the designated institution. Employees may not individually request that these funds be deposited in a separate financial institute.
- (c) **Union Notice Required**
The Union must provide, in writing, at least two (2) months notice, if there is to be a change in the designated institution.
- (d) **Restriction on Changes**
The Union may not change the designated institution more than one a year.
- (e) **Union Responsibility**
The Union will attend to any necessary documentation required as a result of a change in designated institutions.

ARTICLE 24.00 – LEAVES OF ABSENCE

24.01

Guaranteed Days Off

- (a) **Maximum Days**
Guaranteed days off without pay to include a total of twenty-six (26) working days in a calendar year are guaranteed by the Company subject to the conditions contained herein. This provision to become effective January 1, 1987.
- (b) **Block of Days**
Subject to 24.01(e), the twenty-six (26) guaranteed days off may be taken in blocks of any number of days (1-26).
- (c) **Notice**
The employee must provide a minimum of one (1) month's notice for blocks of five (5) days or more, and two (2) weeks' notice for blocks of less than five (5) days. Single days may be scheduled by mutual agreement between the employee and supervisor.
- (d) **Unused Days**
An employee cannot carry forward into a new calendar year, any unused portion of their guaranteed days off.

(e) **Restrictions**

- (i) Guaranteed days off in the months of June, July, August, September and December, cannot be scheduled unless approved by the Company.
- (ii) A maximum of five (5) guaranteed days off may be taken in advance of scheduled annual vacation. All outstanding vacation days must be scheduled before any additional guaranteed days off can be scheduled.

24.02 **Discretionary Leave of Absence**

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

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

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:

(i) **Number of Employees**

Not more than two (2) employees can be absent on such leave at one (1) time.

(ii) **Maximum Leave**

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

(iii) **Notice**

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

24.04 **Maternity Leave and Parental Leave**

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

ARTICLE 25.00 – TIME OFF

25.01 **Time Off Scheduling**

(a) **Total Time Off**

Within a department in a reporting station, the Company has the right to impose a cap of thirty-five percent (35%) on the total number of employees that can be absent at one time for any reason.

(b) **Priorities**

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

1st priority – Annual Vacation schedules

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

(c) **Qualifications**

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

ARTICLE 26.00 – NO OTHER AGREEMENT

26.01 Terms and Conditions

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 in 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 _____, 2009.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART:

SHAW CABLESYSTEMS GP

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

APPENDIX A PROCEDURES

1. WORK JURISDICTION (ARTICLE 2.08)

(a) **System Tests**

The Employer is free to carry out technical tests of the C.A.T.V. system to either meet the requirements of their operating licence as issued by the C.R.T.C. or to determine that the system satisfies the technical standards of the Employer. A bargaining unit Journeyman Technician will be assigned to assist in the testing.

(b) **Work Jurisdiction**

(i) Pursuant to Article 2.08(f), the Company is free to utilize Telus and AT & T for the placing of primary (trunk) and secondary (distribution) cable.

(ii) If the Company is required to utilize a third party other than state in (a) above for the placing of fibre optic cable, then the Company and the Union will consult jointly on a case by case basis, as to the placing, maintenance and repair of the fibre cable.

(iii) Maintenance and repair by a third party will not be used to erode IBEW bargaining unit work.

(c) **Tap Audits**

The Employer expressly agrees that any tap audits performed by bargaining unit employees other than the Technical employees will be "visual" only and will involve no physical work component performed on the C.A.T.V. system.

In the event that there is any violation of this "visual only" limitation, the Union has the right to grieve the violation through the grievance and arbitration procedure in the Main Agreement.

The Employer further agrees that there is no intention to alter the practice of assigning tap audits to Technical employees where it is practical to do so, for example, as "light work" assignments for employees returning from Workers' Compensation absences when they are physically incapable for an immediate return to normal duties.

2. "B" FOREMAN (ARTICLE 7.03)

The Employer has agreed that during the term of this Agreement, there shall continue to be two (2) employees assigned to the "B" Foreman classification.

3. LIGHT DUTY TECHNICIAN (ARTICLE 7)

(a) It is agreed by both parties that as soon as is practical following the return to work, they will enter into discussions with a view to agreeing on the applicable terms and

conditions for the introduction of a new Light Duty Technician classification into the Collective Agreement.

- (b) The thirteen (13) points in the attached document will serve as a framework for those discussions, but the parties are not limited to those thirteen (13) points.
- (c) The timing of the discussions and the involvement of any of the Employer's employees will be scheduled to minimize the costs and disruption to the Employer's normal operation.
- (d) In the event that the parties have not established mutually acceptable terms and conditions before July 1, 1987, then the Employer is at liberty to introduce the new Light Duty Technical classification in accordance with the thirteen (13) points contained in the attached document.
- (e) Whether produced by mutual agreement or by adopting the thirteen points in the attached document, the terms and conditions then become a supplement to the Main Collective Agreements and are an integral part of that Agreement.

NEW LIGHT-DUTY TECHNICAL EMPLOYEE CLASSIFICATION

1. A new technical employee classification, called LIGHT DUTY TECHNICIAN, to be established. This classification will be used for purposes which include providing useful employment for older Technicians at their choice; and labour cost savings to the Employer, within no threat to the job security of the existing Technical employees.
2. The work tasks for this classification are limited to those which can be completed with either no ladder, or a ladder of not more than six (6) feet in height.
3. The work would include activities in single family and multi-dwelling units, typically including from the residential IPB or apartment panel box to the subscriber's equipment.
4.
 - (a) The work would include: installing or replacing IPB boxes, and reconnects, disconnects, extra outlets, relocates, and the repair of service problems occurring between the panel box (or IPB) and the subscriber's equipment.
 - (b) The work also includes connections, reconnections and disconnects at the tap provided that a vehicle with a versalift (bucket) is provided.
 - (c) This work will not include prewires or rewires.
5. The creation of this position does not imply that individuals performing in this classification or other job classifications are not obliged to maintain adequate job standards.

6. The applicable job standards for this position will be no less than the job standards for the other Technical classifications. The difference is that the job involves less severe work conditions (e.g. – excludes lifting heavy ladders, the placement of aerial drops, and includes more inside work.)
7. The Employer has the right to either not accept into, or not remain in this job classification, individuals who in the Employer's opinion, are not able to maintain adequate job standards.
8. The rate of pay would be a progressive range from fifty percent (50%) to seventy-five percent (75%), using a four (4) year progression. Employees who move into this classification from another Technical classification will be credited for their time service in their former classification for purposes of placement in this new wage rate progression.
9. The number of positions used for this classification will be at the discretion of the Employer, up to the maximum specified in this document.
10. Applications will first be taken from existing IBEW employees, on a seniority basis. If no existing IBEW employee wishes to take a position that is available in this classification, the Employer can then hire from other applicants.
11. Not more than twenty percent (20%) of the total Technical employee workforce can be employed in this classification.
12. In the month of January of each year, Journeyman or Installers can opt to move into this classification to fill any positions which the Employer may choose to fill, or to bump persons who have been hired to this position who did not previously serve in other Technical classifications. Any employee who is bumped through this process will be laid off in accordance with the terms of this Agreement.
13. Any Technical employee who chooses to move into this classification must commit to a minimum of one (1) year in the position before he can change his mind and apply for a position in his former classification when the Employer is seeking to hire into that former classification.

4. **JOINT TRAINING COMMITTEE (ARTICLE 14)**

- (a) The Parties agree to meet within one hundred eighty (180) days of signing of the Agreement with the purpose of conducting discussions on all of the issues of concern to both parties regarding the J.T.C.
- (b) The Employer has the right to conduct training which is supplemental to the training provided under the J.T.C. program. The Parties agree that the right of the Employer to conduct such supplemental training is in no way restricted by the Collective Agreement or any other Agreements between the two Parties.

- (c) For purposes of conducting supplemental training, the Employer can assign a Non-Union Instructor who will have access to the cable T.V. plant in relation to such training. This access is limited to training only and is not for purpose of performance of job tasks which fall within the jurisdiction of the Technical Employees.

5. **HEADEND [ARTICLE 15.04(d)]**

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

6. **RECIPROCAL PAY T.V. SERVICE**

The Employer agrees to continue the arrangements whereby an employee of one of the Companies. Living within the service area of one of the other Companies, will continue to receive Pay T.V. service at their residence on the same terms as the employees of the Company providing the service.

These arrangements will continue so long as the Pay T.V. suppliers are prepared to continue to provide these connections at no charge to the Employers.

7. **PROCEDURAL DIRECTIVES**

The Employer agrees to re-issue the following directives as noted:

(a) **Procedural Directive: Pay T.V. and Converter Devices**

The Employer will issue a procedural directive to Department Heads and Sales Managers directing them to ensure that any time when Pay T.V. or converter devices are to be installed in response to one transaction which also requires a service connection or trouble service, the work must be assigned to the Technical employees.

(b) **Procedural Directive: Dispatch Functions**

The Employer will issue a procedural directive to the Dispatch Department to ensure that the following guidelines are followed in responding to subscriber trouble calls where Pay T.V. and converter devices are involved:

- (i) In cases where the Dispatcher is left in doubt about whether the trouble call is service related or equipment related, a Technical employees will be dispatched to respond to the call.
- (ii) In cases where the Dispatcher is satisfied that the trouble call is only equipment related and requires only a switch-out of the Pay T.V. or converter device, a Non-Technical employee may be dispatched to respond to the call.

8. **SERVICE ORDERS**

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

9. **EDUCATIONAL REIMBURSEMENT**

The Company shall reimburse an employee's tuition and required text books costs to a maximum of twelve hundred dollars (\$1200.00) a calendar year, for approved, accredited courses under the following conditions:

- (a) 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.
- (b) 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.
- (c) The Joint Training Committee shall advise the employee of its decision prior to registration.

10. **PURCHASE PLANS**

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

- (a) Canada Savings Bond Purchase Plan

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals this _____ day of _____, 2009.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART

SHAW CABLESYSTEMS, PORT COQUITLAM

LOCAL 213 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

APPENDIX B
SUPERVISION OF THE TECHNICAL WORKFORCE (ARTICLES 6 AND 7)

1. The Union and the Company agree that, notwithstanding the provisions of Article 6 and 7 of the Collective Agreement, supervision of the Technical workforce is the right and responsibility of the Company. It is also agreed by both parties that the Company can hire and assign this responsibility to either "A" foremen, who are members of the bargaining unit, or to non-union supervisors.
2. The parties further agree that the "A" foremen have a responsibility to protect and promote the legitimate interests of the Company, and the Company has the responsibility to support the "A" foreman in the execution of their duties and responsibilities. To this end, the Company, together with the Union and the "A" foremen, shall meet to establish reasonable criteria necessary for the successful performance of an "A" foreman's duties.
3. Furthermore, the Company will send all current "A" foremen to a supervisory skills training program.
4. After the criteria have been developed, and the "A" foremen have received the training detailed above, the "A" foremen shall meet regularly with their immediate supervisors to review their performances, discuss ways of meeting the criteria and resolving any problems. The Company representatives and the Union will also meet regularly to discuss any problems that may have arise which would prevent the "A" foremen from successfully performing their duties and responsibilities.

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

- Promoting the interests and values of the Company.
- Motivating the workforce to meet their required job standards by providing constructive comments and coaching designed to improve performance.
- Efficient and effective deployment of the Company's resources, including manpower.
- Identifying problems and developing plans to correct the problem.
- Demonstrating leadership in developing a cohesive and effective team of employees.
- Identifying and dealing appropriately with disciplinary or potential disciplinary problems.
- Communicating with management to identify problems and recommending and implementing solutions.

- Communicating effectively with employees to ensure that they have the information required to perform their jobs effectively and efficiently.
 - Training employees as required.
5. The Company may replace an "A" foreman who does not meet the criteria following the steps necessary for progressive discipline. The "A" foreman shall, upon being replaced, receive the current wage rate of his former classification.
6. (i) Positions for "A" foremen or non-union supervisors shall be posted for ten work days and may be advertised externally.
- (ii) If the successful applicant is a member of the bargaining unit, the position and responsibilities shall be that of an "A" foreman. If not, the position and responsibilities shall be that of a non-union supervisor.

However, if "A" foreman's position is vacated due to promotion outside of the bargaining unit, retirement, resignation from the bargaining unit, death, permanent disability or under Article 6.08(e) of the Collective Agreement, and the Company decides to fill the position, it shall position the position as an "A" foreman position. This does not preclude the Company's right to reorganize the work force by reassigning the previous incumbent's work to another foreman or to current non-union supervisory personnel.

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

**APPENDIX C
NON TECHNICAL EMPLOYEES**

ARTICLE C.1.00 – APPLICATION OF APPENDIX

C.1.01 Terms, Conditions and Definitions

(a) Terms and Conditions

The purpose of this Appendix is to set out the terms and conditions of employment for the Non-Technical employees, not including the Technical Field Representatives, who are within the scope of the certification held by the Union. The terms and conditions of employment for the Technical Field Representatives are set out in a separate appendix, Appendix “D”.

(b) Definition of Non-Technical Employees

The term “Non-Technical Employees” shall be understood to mean those employees not described in Article 2.08(a) of the main body of the Agreement.

ARTICLE C.2.00 – APPLICATION OF MAIN AGREEMENT

C.2.01 Applicable and Non-Applicable Articles

(a) Main Agreement Application

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

(b) Non-Applicable Articles

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

- 2.03
- 2.06
- 2.08
- 2.09 (b)
- 4.01 (a) (c)
- 4.02
- 4.03
- 5.01
- 6.06 (a)
- 6.06 (b) (iv)
- 6.07 through 6.10
- 7.01 through 7.08
- 8.06

13.01
13.03 through 13.06
13.10 through 13.11
14.01 through 14.08
15.01 through 15.08
16.01
18.01 through 18.03
24.01
25.01
Appendix A – 1(a), 1(b), 2, 3, 4, 5
Appendix B

ARTICLE C.3.00 – UNION CERTIFICATION

C.3.01 Integral Part of Collective Agreement
For all purposes related to the certification held by the Union for the employees of Shaw Cablesystems – Port Coquitlam, this Appendix forms an integral part of the Collective Agreement.

ARTICLE C.4.00 – EMPLOYEE CATEGORIES AND DEFINITIONS

C.4.01 Categories and Definitions
For the purpose of the administration of this Appendix, the following categories and definitions of employees will apply:

- (a) **Regular full-time employee:** An employee hired to work on the basis of the total weekly hours of work described in Article C.11.04(b).
- (b) **Regular part-time employee:** An employee hired to work less than full-time, but a minimum of nineteen and one-half (19 ½) hours per work week.
- (c) **Probationary employee:** A newly hired employee who has not successfully completed the probation period provided.
- (d) **Casual employee:** An employee who is hired to work less than nineteen and one-half (19 ½) hours per work week, or who works from time to time on an “on call basis”.
- (e) **Temporary employee:** An employee hired for a specific term or project, for a period not to exceed forty-one (41) weeks. Such period cannot be repeated or extended.

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

ARTICLE C.5.00 – NEW JOB CLASSIFICATIONS

C.5.01 Job Creation

- (a) The Company can create and fill new job classifications within the bargaining unit subject to the right of the Union to negotiate the wages rates which apply.
- (b) In the event that the parties do not agree on the wage rate for a new classification, the Company may fill the position, subject to the Union's right to refer the matter to arbitration pursuant to the grievance procedure. The grievance then becomes an interest arbitration.

ARTICLE C.6.00 – UNION SECURITY

C.6.01 Union Membership

- (a) All employees who fall within the scope of the certification held by the Union shall become and remain members in good standing of the Union as a condition of employment.
- (b) All new employees who fall within the scope of the Union's certification must, within thirty (30) days, join the Union and maintain their membership in good standing.
- (c) It is agreed that the parties hereto shall not use any leasing or contracting device to a third (3rd) part to evade this contract.

C.6.02 Union Steward

The Union shall have the right to appoint one (1) Union Steward from the Non-Technical employees.

ARTICLE C.7.00 – BARGAINING UNIT WORK

C.7.01 Non-Union Involvement

- (a) The parties recognize and agree that the operation of the Employer's affairs and processes necessarily involves persons in positions which are excluded from the bargaining unit from time to time doing work within the scope of the certified bargaining unit. It is further understood and agreed that such involvement in bargaining unit work will not be used to erode the bargaining unit or eliminate jobs for Union members.
- (b) Specific Situations
For greater certainty, but without detracting from the generality of the foregoing paragraph, the parties specifically agree that excluded personnel may perform bargaining unit work in the following situations:

- i. setting up, calibration, adjusting, maintaining, repairing or installing equipment or tools. The Company will notify the Shop Steward of the type and duration of work to be done.
- ii. training or instruction which is not provided through the Trainer within the bargaining unit.
- iii. experimentation, and
- iv. in the event of any emergency where other bargaining unit employees with the demonstrated skills and abilities are not immediately or readily available to perform the work.
- v. overload relief of a temporary nature, not to exceed five (5) continuous working days
- vi. to cover off rest breaks and meal breaks when a bargaining unit employee is not readily available
- vii. equipment performance or standards testing; and the auditing of all processes, systems, and functions

(c) Emergency Situations

An "emergency shall be deemed to exist where action by non-bargaining unit personnel is necessary to:

- i. avoid or eliminate a dangerous or hazardous condition,
- ii. avoid loss or damage to the Company's property, equipment, operations, production or product
- iii. staff work stations until sickness or illness replacements or injury replacements can be arranged.

ARTICLE C.8.00 – SENIORITY

C.8.01 Seniority Entitlement

(a) Regular Employees

Only those employees who have the status of a "regular" employee (regular full-time or regular part-time) are entitled to the rights and benefits of seniority.

(b) Casual Employee

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

C.8.02 Seniority Application: Layoff and Recall Procedures

Staff Reductions

When the Employer determines that a reduction in the work force in a particular classification within a department is required, the following processes will be applied:

- (a) within the affected classification and department, the priorities for layoff shall be as follows:
- temporary employees, then
 - probationary employees, then
 - casual employees, then
 - regular employees
- (b) In the event that a regular employee is subject to a layoff, the provisions of Article 6.06 of the Main Agreement shall apply, except for those portions referred to in C.2.01 (b), Non-Applicable Articles.

ARTICLE C.9.00 – JOB POSTING PROCESS

C.9.01 Job Posting

- (a) Ten (10) Day Posting
When the Employer decides to fill a regular employee position, whether vacant or newly created, the position will be posted for at least ten (10) working days in order to provide existing employees with an opportunity to apply. Positions for casual or temporary employees need not be posted.
- (b) Reassignment
During the posting and selection period the Employer can fill this position with a casual employee or reassign an existing employee to the position.

C.9.02 Most Suitable Candidate

- (a) Employer's Discretion
The Employer maintains a policy of affording existing employees with an opportunity for promotion and advancement. However, the Employer retains the discretion to choose the most suitable candidate from internal or external applicants based on the criteria of ability, knowledge and qualifications.
- (b) Assignment
In the event that the internal posting process and external hiring efforts do not produce a suitable candidate for a position, the Employer reserves the right to reassign an existing employee to the position.
- (c) External Hiring
External hiring efforts may be conducted during and after the posting process.

- (d) Lateral Transfer
Applications for a posted position from employees desiring a lateral transfer to another position within the same wage grouping will be considered on the same basis as applications from employees desiring a promotion.
- (e) Bargaining Unit Candidates
In selecting the successful applicant, the Company shall consider ability, knowledge and qualifications of each applicant. In the event that the applicants considered are two (2) or more existing bargaining unit employees and their qualifications are in relative balance, the appointment shall be awarded to the applicant with the most seniority.

C.9.03 Trial Period for Existing Employees

- (a) An employee in the bargaining unit appointed to a new position under this article shall serve a trial period of one hundred and twenty (120) work days.
- (b) If an employee is absent from work for any reason for more than five (5) work days during this period, the trial period shall be extended by the total number of days of absence.
- (c) Upon successful completion of the trial period, the employee shall be confirmed in the position.
- (d) 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 (a) above shall also be returned to his former position.

C.9.04 Probation Period for Newly Hired Employees

All newly hired employees must serve a probation period as provided for in Article 4.01(b) of the Main Agreement.

ARTICLE C.10.00 – EDUCATION AND TRAINING

C.10.01 Employer's Responsibility

It is the responsibility of the Employer to ensure that all employees either possess the necessary training, qualifications, skills and abilities at the time of their hire and/or that they are provided with ongoing training or retraining to equip them to properly perform the full range of duties and responsibilities which are assigned to their respective job classifications.

C.10.02 Joint Training Committee

J.T.C. Assistance: The Non-Technical employees may apply for financial assistance for educational and training courses under the terms of the Letter of Understanding, Educational Reimbursement.

ARTICLE C.11.00 – HOURS OF WORK

C.11.01 Hours of Work – General

- (a) Daily Hours / Work Week
Except as otherwise specifically provided herein, the daily hours of any full time shift shall be seven and one-half (7 ½) consecutive working hours, excluding the unpaid meal break. The regular work week will be five (5) consecutive days, only one (1) of which can be a Saturday or Sunday.
- (b) Warehouseman/Planner – Daily Hours / Work Week
The daily hours of any full time shift for Warehouseman/Planners, shall be eight (8) consecutive working hours, excluding the unpaid meal break. The regular work week will be five (5) consecutive days, only one (1) of which can be a Saturday or Sunday.
- (c) Casual and Temporary – Daily Hours
The daily hours of casual and temporary employees will be as required to meet the needs of the operation, with a minimum of four (4) and up to seven and one-half (7 ½) consecutive straight-time hours of work in a working day, excluding the unpaid meal break.

C.11.02 Shifts

Shifts may be scheduled, according to the following:

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

C.11.03 Meal Breaks – General

- (a) Scheduling
Meal breaks will be scheduled to occur between the third (3rd) and fifth (5th) hours of work, with the right reserved to the Employer to stagger meal breaks in order to insure the continuity of coverage in all job functions.
- (b) Duration
The duration of meal breaks will be a minimum of one-half (1/2) and a maximum of one (1) hour, except in the case of Warehousemen who will have a one-half (1/2) hour meal break. The duration of the meal breaks will be specified in the shift and staffing schedules posted pursuant to Article C.11.09.
- (c) Unpaid Meal Breaks
All meal break time is unpaid unless otherwise specifically provided in this Agreement.

C.11.04 Work Week – General

(a) Consecutive Work Days

Except as otherwise specifically provided, the regular full time work week shall consist of five (5) consecutive working days in a seven (7) day period, and only one (1) of the working days can be a Saturday or a Sunday.

(b) Weekly Hours

The total weekly hours of work for a regular full time employee are:

Warehouseman/Planner – Forty (40) hours

All other classifications – Thirty-seven and one-half (37 ½) hours

C.11.05 Split Schedule Limitations – General

(a) Regular Employees

No regular full time employees, including those on probationary status, can be required to work a split schedule (a schedule in which the shifts are not consistent from day to day within a work week).

(b) Other Employees

Split schedules may be assigned to all other employees.

(c) Split Shifts

No split shifts can be utilized.

C.11.06 Shift Premiums

(a) Premium Application

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

(b) Application – Part Time, Casual, Temporary

Shift premiums are payable to part-time, casual and temporary employees only as follows:

- i For all hours of shifts terminating after 18:00 hours of the same day, a premium of six and one-half percent (6½%) of the straight-time hour rate paid.
- ii For all hours worked between the hours of 08:00 on Sunday to 24:00 midnight Sunday night, a premium of six and one-half percent (6½%) of the straight-time hourly rate paid.

iv. No more than one (1) premium is payable at one (1) time – premiums are never compounded or pyramided. In any situation where two (2) premiums would appear to apply at the same time, only the larger premium is applicable.

(c) Application – Full Time

Shift premiums are payable to full-time employees at the rate of six and one-half percent (6 ½%) for afternoon shifts, for the full shift worked during the prescribed and applicable hours specified in Article C.11.02.

C.11.07 Overtime – General

(a) Application

Overtime occurs only where the daily working hours exceed those specified in Article C11.01, or for work performed on the sixth (6th) or seventh (7th) day in one (1) work week.

(b) Premium

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

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

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

(d) Statutory Holiday

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

(e) Fair Distribution

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

C.11.08 Hours of Work, Shift Premiums, Scheduling and Overtime for Programming Department

(a) Agreed Flexibility

The parties agree that there is a need for flexibility in the hours of work in the Programming Department. Therefore, specific articles in this Agreement

pertaining to hours of work and scheduling will not apply to the Programming Department.

C.11.01(a) – last sentence

C.11.03

C.11.04(a) – last half of sentence "...and only one (1) of the working days can be a Saturday or Sunday"

C.11.05

C.11.09

C.11.13

(b) Special Provisions

The following particular provisions apply for the Programming Department:

i) Hours of Work

Hours of work for the Programming Department will be assigned by the Program Manager on an as required basis having first reviewed the situation and needs with the employee.

In the event that an employee is required to work a Saturday and/or Sunday, the employee will be given two (2) weeks notice prior to the beginning of the work week to be altered.

ii) Meal Breaks

Meals breaks will be a minimum of one-half (1/2) hour and a maximum of one (1) hour. All meal breaks are unpaid unless otherwise provided for and the length can be directed by the Program Manager, if necessary.

iii) Split Schedule

Split schedules may be utilized in the Programming Department with a maximum of two (2) variances (splits) within the regular work week having first been reviewed by the Program Manager and the affected employees.

iv) Split Shifts

No split shifts may be assigned by the Program Manager without the employee's approval, but an employee may request to schedule a split shift subject only to the Program Manager's approval and at no additional cost to the Employer.

v) Premiums

Premiums in Article C.11.06(b)(i) are payable only to those employees who start work on or after 12:00 hours.

C.11.09 Staffing and Schedules – General

(a) Determination of Levels

Management will determine the staffing levels, work-time periods and usage of shifts, according to the needs of the operation from time to time. All such decisions are subject to the provisions of this Agreement.

(b) (i) Preparation of Schedules

Management will prepare and post work-time, shift and staffing schedules for all regular employees, full-time and part-time, by the fifteenth (15th) of each month for the following month, subject only to emergency situations. In preparing these schedules, the Company will consult with all affected employees and where practical, the employees will be given preference for shift assignments within their respective departments. In the event that two (2) or more employees within the same classification request the same shift, the Company will assign the shift to the senior employee.

(ii) Emergency Situations

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

(iii) Short Notice

When an employee is required to change shifts resulting in less than sixteen (16) hours between shifts, the employee will be paid overtime rates for all hours which fall within the sixteen (16) hours changeover period.

(iv) Employee Consultation

The Company will consult with all affected employees when a shift change is contemplated, and where practical, the employees will be given preference for shift assignments. In the event that two (2) or more employees within the same classification request the same shift, the Company will assign the shift to the senior employee.

(v) Mutual Shift Change

Subject to approval by the Company, employees can exchange shifts or arrange to cover for each other on particular shifts, as long as no additional costs are incurred.

C.11.10 Travelling Time and Expenses

Application of Article 15.10

Subject to the provisions of this Article, Article 15.10 of the Main Agreement shall apply to the employees covered by this Appendix.

C.11.11 Employee's Use of Personal Vehicle in Employer's Business
Employees cannot use their personal vehicles to conduct business for the Company.

C.11.12 Rest Breaks

(a) Number and Length

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

(b) Short Shifts

Employees who work four (4) or more, but less than six (6) hours in a shift are entitled to one (1) paid time rest break.

(c) Staggered Breaks

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

(d) Waiving Breaks

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

C.11.13 Single Employee Assignments: Meal and Rest Breaks

(a) On Duty Breaks

In work situations assigned by the Employer, where there is only one (1) Dispatcher, or one (1) Customer Service Representative, or one (1) Playback Operator on duty, that employee will take any meal and rest breaks which he is entitled to, at his work station. During such breaks, the employee will remain "on duty", but need only perform essential functions for the duration of the break.

(b) Payment

For remaining on duty during such breaks, the employee will be paid an extra one-quarter (1/4) hour at straight-time pay for each such rest break and an extra one-half (1/2) hour at straight-time pay for each such meal break. This extra time does not count toward overtime pay entitlements.

(c) Adequate Security

The Employer shall maintain adequate security on the Employer's property to insure safety for employees working alone on a shift.

ARTICLE C.12.00 – WAGE RATES AND CLASSIFICATIONS

- C.12.01 Wage Rates
The wage rates payable under this Appendix will be those set out in Appendix C-WR-2.
- C.12.02 Classifications
Each of the Non-Technical classifications contained in Appendix C-WR-2 represent a discrete classification and there is no automatic progression from one rank to another.
- C.12.03 Employee Changing Classifications
- (a) Wage Rate Level
In cases where an employee changes job classifications as a result of a job posting or assignment by the Employer, placement within the time progression gradients in the new rank will be at a level where the hourly wage rate is at least equal to his existing hourly wage rate.
 - (b) Lateral Transfer
In the event of a lateral transfer within the same wage group, the employee shall receive a rate of pay not less than his rate at the time of the transfer.
 - (c) Right to Advance
The Employer has the right to advance an employee into other gradients in recognition of demonstrated aptitude, skills and abilities.
 - (d) Demotion
In the event of a demotion to a lower wage group, the employee shall receive the rate of pay to which he would have been entitled had all of his service been spent within that wage group.
- C.12.04 Temporary Assignments to Different Classifications
- (a) Training Assignments
The Employer may assign an employee to perform the core duties of a higher job classification on a temporary basis. Where such assignment is only for training purposes, not to exceed ten (10) working day, the employee will continue to receive the wage rate applicable to his regular job classification.
 - (b) Non-Training Assignment
Where the temporary assignment is for purposes other than training, and the assignment continues for more than two (2) hours in any one (1) day, the employee will be paid the wage rate for the higher job classification for the hourly actually worked in that classification, at the next higher wage level than the wage rate for his own regular classification.

- (c) Assignment to Lower Classification – Temporary
The Employer may assign an employee to work in a lower job classification on a temporary basis. In such cases, the employee will suffer no wage rate reduction.

C.12.05 Employment Reassignment to Different Classification
An employee may be reassigned to a lower job classification on a continuing basis, in which case the employee will be paid at the wage rate which is applicable to the lower classification. Such reassignments may occur in the following circumstances:

- (a) As a result of a job posting.
- (b) As an alternative to laying the employee off.

ARTICLE C.13.00 – STATUTORY HOLIDAYS

C.13.01 Statutory Holiday Schedule

- (a) Regular Full-Time Employees
Regular full-time employees shall be entitled to pay at regular rates for all Statutory Holidays in accordance with Article 19.01 of the Main Agreement.
- (b) Casual, Part-Time and Temporary Employees
Casual, Part-Time and Temporary employees will receive four point eight percent (4.8%) of the regular straight-time earnings, not including overtime or premiums, in lieu of all other forms of Statutory Holiday pay or entitlements. This Statutory Holiday pay will be calculated and paid in each pay period. Part-time employees are also entitled to time off on Statutory Holidays and to receive overtime pay for time worked on Statutory Holidays.

ARTICLE C.14.00 – ANNUAL VACATIONS

C.14.01 Annual Vacation Time and Pay Entitlements

- (a) Regular Employees
Regular employees shall become entitled to vacation time and to vacation pay in accordance with Article 20.01 of the Main Agreement.
- (b) Part-Time Employees
Regular part-time employees will receive vacation time in accordance with Article 20.01 of the Main Agreement. They will also receive vacation pay, but calculated only by percentage of weekly gross earnings in accordance with length of service and percentage schedule in Article 20.01 of the Main Agreement.

- (c) Casual and Temporary
Casual and Temporary employees will receive six percent (6%) of their gross earnings in lieu of any and all other forms of vacation pay or entitlements. This vacation pay will be calculated and paid in each pay period.

ARTICLE C.15.00 – HEALTH AND WELFARE BENEFITS

- C.15.01 Health and Welfare Plan: Employer's Contribution
Contributions will not be made for casual or temporary employees.
- C.15.02 Pension Plan
The Company and the Union will cooperate in the effort to have the present pension plan contributions of employees rolled over into the employee's R.R.S.P., providing this can be done under the plan and the income tax law without terminating an amending the plan or in any way affecting the rights of other participants in the plan.
- C.15.03 Doctor's Appointment
Whenever possible, employees shall schedule their medical or dental appointments outside of the regularly scheduled work hours. In those cases where it is not possible to do so, regular employees are entitled to a maximum of seven and one-half (7 ½) hours of paid time off in each calendar year for the purpose of seeing their doctors or dentists. Upon request, appointment slips shall be provided to the Company.

ARTICLE C.16.00 – TIME OFF SCHEDULING

- C.16.01 Time Off Scheduling Process
 - (a) Time Off Caps
Within the work force in a particular department, the Employer has the right to impose a cap on the total number of employees that can be absent on all forms of scheduled time off of the greater of one (1) employee or thirty-three and one-third percent (33 1/3%) of the employees in a particular classification within a department.
 - (b) Priorities
Within the cap provided in (a) above, the following priorities apply:

First priority – Annual Vacation schedules
Second priority – All other forms of scheduled time off provided for in the Agreement.

- (c) Excessive Requests
In the event that the requests for time off exceed the cap provided in (a) above, for a particular period of time, approvals will be granted according to the specified priorities, and by seniority, up to the capped limit.
- (d) Department Identification
The Departments referred to in this article are those that are listed in Article C.17.01(a).

ARTICLE C.17.00 – DEPARTMENT LIST

C.17.01 Non-Technical Lists

- (a) Existing Departments
For the purpose of this Appendix, the Company’s non-technical departments are:

Programming
Customer Service
Engineering
- (b) New Departments
The Employer retains the right to rename, reorganize, consolidate, delete or add departments to meet the needs of the Operation. Any changes contemplated by the Employer will be the subject of consultation with the Union prior to implementation.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals this _____ day of _____, 2009.

PARTY OF THE FIRST PART:

PARTY OF THE SECOND PART

SHAW CABLESYSTEMS, PORT COQUITLAM

LOCAL 213 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

**APPENDIX “C-WR-2”
WAGE RATES (HOURLY)
(REFERENCE: ARTICLE C.12.01)**

The wage rates in Appendix C will be increased by the same percentage as the increases to the hourly rate for journeymen.

PART 1

Group 1

Customer Service Rep. Dispatcher Junior Accounting Clerk	March 24, 2008	March 24, 2009	March 24, 2010	March 24, 2011	March 24, 2012
-Start	15.13	15.43	15.74	16.05	16.37
-3 months	15.82	16.14	16.46	17.79	17.12
-7 months	16.79	17.12	17.46	17.81	18.17
-12 months	17.93	18.29	18.65	19.02	19.40
-18 months	19.30	19.69	20.08	20.48	20.89
-24 months	20.76	21.17	21.59	22.02	22.46

Group 2

Senior Accounting Clerk Super System Analyst Trainer Senior Clerk Typist	March 24, 2008	March 24, 2009	March 24, 2010	March 24, 2011	March 24, 2012
-Start	17.53	17.88	18.24	18.60	18.97
-3 months	18.69	19.06	19.44	19.83	20.23
-7 months	19.85	20.25	20.65	21.06	21.48
-12 months	21.03	21.45	21.88	22.32	22.77
-18 months	22.18	22.62	23.07	23.53	24.00
-24 months	23.35	23.82	24.30	24.79	25.28

Group 3

System Planner	March 24, 2008	March 24, 2009	March 24, 2010	March 24, 2011	March 24, 2012
-Start	19.30	19.69	20.08	20.48	20.89
-3 months	19.96	20.36	20.77	21.18	21.60
-7 months	20.77	21.18	21.60	22.03	22.47
-12 months	21.58	22.01	22.45	22.90	23.36
-18 months	22.80	23.26	23.72	24.19	24.67
-24 months	24.00	24.48	24.97	25.47	25.98
-36 months	26.58	27.11	27.65	28.20	28.76

Group 4

Warehouseman	March 24, 2008	March 24, 2009	March 24, 2010	March 24, 2011	March 24, 2012
-Start	15.61	15.92	16.24	16.56	16.89
-6 months	16.97	17.31	17.66	18.01	18.37
-12 months	18.75	19.13	19.51	19.90	20.30
-18 months	20.60	21.01	21.43	21.86	22.30
-24 months	22.67	23.12	23.58	24.05	24.53

Group 5

Assistant Warehouseman	March 24, 2008	March 24, 2009	March 24, 2010	March 24, 2011	March 24, 2012
-Start	12.47	12.72	12.97	13.23	13.49
-6 months	13.04	13.30	13.57	13.84	14.12
-12 months	14.67	14.96	15.26	15.57	15.88
-18 months	15.49	15.80	16.12	16.44	16.77
-24 months & over	18.36	18.73	19.10	19.48	19.87

Group 6

Playback Operator	March 24, 2008	March 24, 2009	March 24, 2010	March 24, 2011	March 24, 2012
-Start	12.10	12.34	12.59	12.84	13.10
-3 months	12.90	13.16	13.42	13.69	13.96
-6 months	13.71	13.98	14.26	14.54	14.83
-12 months	14.51	14.80	15.10	15.40	15.71
-18 months	15.38	15.69	16.00	16.32	16.65
-24 months	16.13	16.45	16.78	17.11	17.45

Group 7

Programmer I	March 24, 2008	March 24, 2009	March 24, 2010	March 24, 2011	March 24, 2012
-Start	15.62	15.93	16.25	16.57	16.90
-3 months	16.34	16.67	17.00	17.34	17.69
-7 months	17.33	17.68	18.03	18.39	18.76
-12 months	18.53	18.90	19.28	19.66	20.05
-18 months	20.00	20.40	20.81	21.23	21.65
-24 months	21.46	21.89	22.33	22.78	23.23

Group 8

Programmer II	March 24, 2008	March 24, 2009	March 24, 2010	March 24, 2011	March 24, 2012
-Start	20.20	20.60	21.01	21.43	21.86
-3 months	20.97	21.39	21.82	22.26	22.70
-7 months	21.28	21.70	22.13	22.57	23.02
-12 months	22.07	22.51	22.96	23.42	23.89
-18 months	22.98	23.44	23.90	24.37	24.86
-24 months	23.93	24.41	24.90	25.40	25.91
-over 36 months	25.75	26.26	26.78	27.31	27.86
-over 48 months	27.69	28.24	28.80	29.35	24.97

Group 9

General Clerk	March 24, 2008	March 24, 2009	March 24, 2010	March 24, 2011	March 24, 2012
-Start	13.02	13.28	13.54	13.81	14.09
-3 months	13.64	13.91	14.19	14.47	14.76
-7 months	14.44	14.73	15.02	15.32	15.63
-12 months	15.43	15.74	16.05	16.37	16.70
-18 months	16.65	16.98	17.32	17.67	18.02
-24 months	17.87	18.23	18.59	18.96	19.34

LETTER OF AGREEMENT

EARLY RETIREMENT INCENTIVE

The Company will agree to offer employees age 60 and over the 20 or more years of service, an early retirement incentive as outlined below:

Age 60 12 months regular salary

Age 61 10 months regular salary

Age 62 8 months regular salary

Age 63 6 months regular salary

(The regular monthly salary is the hourly rate time 173.3 hours)

Persons in receipt of STD or LTD shall not be eligible for the early retirement incentive.

This Letter of Agreement comes into effect upon the ratification date of the new four-year agreement and expires on _____ .

DATED Vancouver, British Columbia this . day of _____ , 2009.

Local 213, IBEW Local 213

Shaw Cablesystems GP (Port Coquitlam)

LETTER OF AGREEMENT

TIME OFF REQUEST FOR BARGAINING

The Company and the Union agree that any employee requesting unpaid time off to attend collective bargaining must do so in writing at least seven (7) calendar days in advance of the requested time off.

This Letter of Agreement comes into effect upon the date of ratification of the new Collective Agreement.

Dated June 2, 2009.

IBEW Local 213

Shaw Cablesystems

"Mirko Varga"

"Richard Morris"

**SHAW CABLESYSTEMS (PORT COQUITLAM)
LETTER OF AGREEMENT**

Shaw and the I.B.E.W. agree that the company can choose to use TFRs to work on a system audit under the following conditions:

- TFRs will be paid at the 85% Journeyman rate from the time the TFR begins his first audit and for all continuous time spent auditing up until the time of the last audit and will not be paid any home visit codes or vehicle allowance under Appendix D and the Schedule of Compensation Payable to TFR's. The TFR will be paid a flat daily fee of \$10 to help with fuel expenses while working exclusively on the audit program. In addition to the 85% Journeyman rate, the TFR will be eligible for any sales commission while working on the audit. The sales commissions are set out in the Schedule of Compensation (Sales and Lease) in the Collective Agreement. The Company can choose to pay more as long as it advises the I.B.E.W. of the higher rates along with the timeframe that will be in place and ensures that the higher rates will be paid to all TFRs sales commissions.
- As part of TFRs hourly paid work, they will be expected to perform the following work as part of the audit:
 - Disconnects at the Tap
 - Upgrade CSE's
 - Upgrade splitters
 - Remove/Install Filters
 - Correct data errors
 - Wire new outlets providing that the wiring of each outlet would take less than 20 minutes. In the event that it would take more, the TFR could choose to complete the job or book as a work order.
- TFRs will not be required to work on this program and can at their option choose not to work the audit. If a TFR does not want to work the audit program, they will simply return to regular duties.
- Nothing in this Agreement changes any of the provisions of 2.08 in the Collective Agreement with respect to the Company's right to use non-union auditors at their discretion.

Signed on behalf of:

Local 213, I.B.E.W.

Shaw Cablesystems G.P.

Mirko Varga

Richard Morris