SHAW CABLESYSTEMS G.P. (ABBOTSFORD)

and

TELECOMMUNICATIONS WORKERS UNION

April 1, 2009 to March 31, 2013



14402 (01)

This Agreement

made and entered into this 6th day of May, 2009.

between

SHAW CABLESYSTEMS G.P. (ABBOTSFORD) (hereinafter referred to as the "Company")

of the first part

and

TELECOMMUNICATIONS WORKERS UNION (hereinafter referred to as the "Union")

of the second part

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<u>ARTICLE 1 – PREAMBLE</u>

1.01 (a) <u>Duration of the Agreement</u>

Except where otherwise expressly provided herein, the terms and conditions of this Agreement shall become effective on the 1st day of April 2009, and shall continue in full force and effect until midnight on the 31st day of March 2013, and thereafter, shall continue in full force and effect unless written notice of the intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party pursuant to this article.

- (b) Either party to this Agreement may, not more than four (4) months prior to the expiry of the present Agreement, 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.
- (c) During the period of negotiations for a new Agreement, the provisions of Section 50(b) of the *Canada Labour Code* shall be in effect.
- 1.02 <u>Terms Used in the Agreement</u>

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.

1.03 Non-Discrimination

The Employer and the Union members of the Company endorse the United Nations Declaration of Human Rights, and in recognition thereof incorporate in their Agreement, the following two clauses.

- (a) That equal pay for work of equal value 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 gender.

ARTICLE 2 - WORK JURISDICTION: TECHNICAL EMPLOYEES

2.01 <u>Purpose</u>

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 Foreman, Headend Technicians, Journeymen, Apprentice Technicians, Installers, and Technical Field Representatives.

2.02 <u>The Company's Cable System – Definition</u>

For the purposes of this Article, "The Company's Cable System" shall be understood to mean the following:

- (a) The physical transmission system which provides services using signals to and from the headends, primaries, hubs or other distribution locations which are owned or controlled directly or indirectly by the Company, from the point where the signals are received, through the distribution system to and including multiple outlet splitters and wall plates within the customers premises. This also includes power supplies used to power the cable system.
- (b) This includes but is not limited to all signal receiving or transmitting components, wave guides, signal processing components, satellite receivers, two-way components in the system, optical signal processing equipment and cables, head-end encoders, primary (trunk) cable, secondary and drop cable, and active and passive devices on the signal path.

2.03 Exclusive Work Jurisdiction – Cable System

(a) 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 Cable System.

- (b) In addition, Technical employees shall be assigned to install in the customers' homes the following standalone devices: converters, Internet modems, (excluding network interface cards) and pay t.v. devices where such installations are coincident with a customer's cable connection order or a trouble service call.
- (c) Non-union persons will be allowed to work in the Headend and hubsites when working with a Headend Technician, or Journeyman and under the following circumstances:
 - 1. Training and instruction.
 - 2. Installation of equipment when working with a Headend Technician or Journeyman.
 - 3. Service and maintenance of equipment within the first year after installation of this equipment within the certification, and only while working with a Headend Technician, Journeyman or Apprentice Technician.
 - Note: The installation referred to in (c) (3) shall be from the first instance of installation of the equipment within the certification.
- (d) The company is free to continue with the following practices:
 - 1. Equipment owned and controlled by parties other than Shaw that resides in headends or hubsites will remain excluded from the provisions of article 2.03. Starchoice and Big Pipe equipment is deemed to be third party equipment if it is not used for delivery of services through the cable system to Shaw customers.
 - 2. Use of facilities service companies to support systems such as HVAC, fire suppression, security, UPS, standby generators, and janitorial services.
 - 3. Perform remote functions that may include operating systems software, firmware, or memory components.

(e) Nothing in the description of exclusive work jurisdiction in (c) (1) and (2) 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.

2.04 Excluded and Discretionary Jurisdiction

The Technical Employees have no claim or control over other work on the Company's Cable system or in relation to any aspect of the Company's physical plant, premises, vehicles, equipment or services except as provided in 2.03 above.

Further, at its discretion, the Company may use:

- (a) Collectors (including auditors) to disconnect cable for nonpayment of services. An auditor may disconnect cable services when they discover an address is active and company records indicate that it should be inactive. Auditors may not install or remove filters at any time.
- (b) Sales Persons to:
 - 1. Connect patch cords
 - 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 (b) 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. In the event that there are technical employees laid off with recall rights under the Collective Agreement, collectors may still collect but will not disconnect cable and auditors may still audit but will not disconnect cable.

- (c) (i) The Company further agrees that upon all electrical/electronic cable system work within the exclusive jurisdiction of the Technical Employees, as described in this Article, done by, for, on behalf of, or at the instance of the Company, whether done directly or indirectly under contract or sub-contract, only members in good standing of the Telecommunications Workers' Union or the International Brotherhood of Electrical Workers shall be employed.
 - (ii) Notwithstanding 2.04 (d), and except as qualified in the Appendix, or in an emergency, maintenance work shall only be assigned to members of a TWU Shaw bargaining unit.
- (d) 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.
- (e) The Company further agrees that upon all electrical/electronic cable system work, as described in this article, done by, for, on behalf of, or at the instance of the Company, whether done directly or indirectly under contract or subcontract, only members in good standing of the Telecommunications Workers' Union or the International Brotherhood of Electrical Workers shall be employed.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

The parties agree that all rights, powers and authority are vested in and retained by the Company except for those rights that are specifically abridged, granted or modified by this Agreement.

3.02 Persons Authorized to Represent the Parties

(a) <u>Union List</u>

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

(b) Company List

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

3.03 <u>Requirement for Valid Driver's License</u>

- (a) (i) 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 valid B.C. Driver's licenses.
 - (ii) Employees shall provide evidence of valid drivers' licenses upon request of the Company and shall notify the Company of any suspensions or losses of their driving privileges.
- (b) (i) In the event that an employee's driver's license is suspended, a reasonable effort shall be made to reassign the employee to work which does not necessitate the operation of a motor vehicle. Where such reassignment is

impractical, the Company may suspend the employee without pay.

- Suspension of an employee's driver's license for more than twelve (12) months may, at the discretion of the Company, result in termination of employment.
- (c) <u>Parking Violations</u>

The employee will be responsible for all fines and payment of same in relation to parking and moving violations while in charge of a Company vehicle. If, in the Company's opinion, there is a reasonable explanation for such fines and payments, the Company shall reimburse the employee. However, the Company will not normally reimburse employees for fines and payments incurred in moving violations or by parking in bus zones, taxi zones, emergency vehicle parking zones or fire hydrant zones.

(d) Driver's License Verification

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. The Company shall use these abstracts for the sole purpose of establishing that employees have valid British Columbia driver's licenses.

Employees driving without a valid British Columbia driver's license from the date of ratification onward, may, at the discretion of the Company have their employment terminated.

3.04 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 Company, or

(b) he is more than three (3) working days late in returning from an approved leave of absence without notifying the Company, and the Company and the Union have been unsuccessful in a reasonable attempt to contact the employee.

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

<u>ARTICLE 4 – UNION RIGHTS AND RESPONSIBILITIES</u>

4.01 Bargaining Agent

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

4.02 Union Activity

No Union member or executive member shall be discriminated against or jeopardized in standing or suffer loss of employment on account of membership or activity in the Union.

4.03 <u>Protection of Certification</u>

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sales, transfer, lease assignment, receivership or bankruptcy proceedings, or another limited Company is set up to perform any of the functions previously performed by the Employer covered herein, that portion of the operation which is covered by this Agreement shall continue to be subject to the terms and conditions of this Agreement for the life hereof.
- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract. Nor shall the Employer use owner operators of any description to contract or subcontract, or in any other way to perform work

done by employees covered by this Agreement, other than members in good standing of the Telecommunications Workers Union or the International Brotherhood of Electrical Workers. Nor shall the Employer require as a condition of continued employment that an employee purchase any truck or vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

- (c) If at any time, the Company intends to sell, transfer or lease the entire operation or any part thereof, it shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of that part of the operation which is covered by this Agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale.
- (d) The Company agrees that in the event of a change of name being made for the Company, the Company will notify the Union in writing, specifying the new company name. At the request of the Union, the Company will join in filing an application to the Canada Labour Board asking that the certification held by the Union be amended to reflect the new name of the Company.
- 4.04 Employee Discipline
 - (a) No employee may be disciplined in writing, suspended or discharged without the presence of a Union Representative. An employee has the right to have a Union Representative present at any discussion with supervisory personnel which shall result in disciplinary action. If discipline is noted in the employee's personnel file, the employee and the Union shall be so advised by the Company.
 - (b) Employees shall be entitled to review their personnel files upon request and with reasonable notice to the Company of a least one (1) week.
 - (c) After twenty-four (24) months, and provided that there have been no further incidents of a disciplinary nature in the intervening time, except for those offences considered to be serious by the Company, the Company shall, upon written

request from the employee, remove the record of discipline from the employee's file.

4.05 Legal Picket Lines

- (a) It will not be considered to be a violation of this Agreement, or a cause for discipline, if an employee refuses to cross a legal picket line.
- (b) The right is reserved to the Company to refuse to make payment for any time not worked as a result of the employee's refusal to cross a legal picket line.

4.06 Union Dues

- (a) The Company shall forward the names of all new employees affected by this Agreement to the Secretary-Treasurer of the Union within fourteen (14) days from the first day such employees begin work, and agrees to deduct an amount equal to the prevailing Union dues from such employees' pay cheques on their first full pay period and thereafter.
- (b) The Company agrees further to deduct from the employees' pay cheques any lawful assessments which may be made against members of the Union, provided such assessments are made pursuant to *Section 95(e) of the Canada Labour Code*.
- (c) All dues must be forwarded to the Union within thirty (30) days of due and payable date.

4.07 <u>Responsibilities of an Executive Member/Shop Steward</u>

(a) The duties and responsibilities of the Executive Member/Shop Steward must not interfere with her/his primary work duties and responsibilities. The individual will be allowed reasonable time during working hours, with straight-time pay, in which to perform the duties outlined in this Article.

The duties shall be to:

(i) Assist employees whom the Executive Member/Shop Steward represents by investigating and presenting grievances to the Company in accordance with the grievance procedure;

- (ii) Attend meetings called by Management.
- (b) The Executive Member/Shop Steward will advise her/his supervisor if she/he leaves her/his work area to perform duties under this Article. Whenever possible, the Executive Member/Shop Steward shall conduct Union business outside of the hours of work.

4.08 <u>Removal of Conditions</u>

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

4.09 Payroll Inspection

The President or an appointee of the Union may, by appointment, inspect the payroll of the Employer as to time and pay of the employees affected by this Agreement.

4.10 Non-Union Workmen

Members will not be allowed to work with non-union workmen of any craft except under the instruction of the President or an appointee of the Union.

ARTICLE 5 – UNION SECURITY

5.01 Union Membership

All employees covered by this Agreement shall apply for membership in the Union within thirty (30) days of commencing employment

All employees shall remain members in good standing as a condition of employment.

5.02 (a) <u>Probationary Period</u>

- (i) A newly hired employee shall serve a probationary period of one hundred and twenty (120) workdays.
- (ii) If an employee is absent from work for any reason for more than ten (10) 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.
- (iv) A probationary employee does not have any seniority rights or entitlements during the probation period.
- (b) <u>Trial Period</u>
 - (i) An employee in the bargaining unit appointed to a new position under this article shall serve a trial period of one hundred twenty (120) workdays.
 - (ii) If an employee is absent from work for any reason for more than ten (10) workdays 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, she/he shall be returned to her/his former position. Any other employee appointed to a new position because of (i) above shall also be returned to her/his former position.
 - (v) The members' seniority shall be continuous during this trial period.

5.03 Notification of Union

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

<u>ARTI CLE 6 – SENI ORI TY, LAYOFF AND RECALL</u>

6.01 (a) <u>Accumulation of Seniority</u>

Seniority shall be established only after an employee has successfully completed the probation period as defined in Article 5.02. Upon successful completion of the probation period, an employee's seniority shall be made effective from the date of hire into the bargaining unit.

- (b) <u>Computing Time</u>
 - 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 under (i) above shall retain their seniority but shall not accumulate seniority for absences over the six (6) month period, except for those who qualify under the provisions of Part III of the Canada Labour Code's maternity leave provisions.
- (c) Only those employees designated as "regular" shall be entitled to the rights and benefits of seniority.

6.02 Loss of Seniority

An employee shall forfeit her/his seniority, and her/his employment shall be terminated for any of the following reasons:

- 1. voluntary termination;
- 2. discharge for just and reasonable cause;

- 3. the loss of recall rights pursuant to this Agreement;
- 4. failure to accept a recall to work pursuant to this Agreement;
- 5. layoff for longer than twenty-four (24) months;
- 6. promotions outside of the bargaining unit.

6.03 Seniority Lists

(a) <u>Date and Information</u>

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

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

(b) Length of Posting

The seniority lists shall be posted by the Company for a minimum of sixty (60) days. Any objection to the accuracy of a posted seniority list must be lodged in writing with the Company 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) <u>Union Copy</u>

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

6.04 <u>Supplementary Seniority Information</u>

The Company agrees that in addition to producing and posting the seniority lists provided for in this Agreement, it shall also provide seniority information at other times when reasonably necessary to resolve or process a grievance. The Union agrees that such information will be sought only 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 <u>Seniority Retention</u>

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

6.06 <u>Seniority Portability</u>

- (a) The employee's anniversary date will be the basis upon which length of service and annual vacation time is calculated.
- (b) Employees who are assigned to work in a lower classification will continue to be paid the wages applicable to their regular classification.

6.07 Layoffs and Recalls

- (a) Order of Layoff
 - (i) When there is a reduction in the workforce, prior to laying off any technical employees, the Company shall first terminate the services of contractors performing exclusive bargaining unit work or performing work that is normally performed by the Company's technical employees on a regular and ongoing basis. Furthermore, the Company will not contract out this work until all laid off employees have been given recall notice pursuant to the provisions of Articles 6.02 and 6.07 (b).
 - (ii) Layoff of employees shall be by reverse order of union seniority.
 - (iii) The Company agrees to be bound by the applicable provisions of the *Canada Labour Code*, *Part III*, as it applies to notice of layoff.

(b) <u>Recalls</u>

(i) Order of Recall

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

(ii) <u>Employee Obligation</u>

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) <u>Recall Notification</u>

The Employer agrees that recall notification will be by telephone notice to both the recalled employee and the Union.

6.08 <u>Severance Pay</u>

- (a) The Employer shall provide eight (8) days severance pay for each year of service to employees who become redundant to automation, 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.
- (b) In the event that there is no such position vacant at the time of severance, the employee can elect to defer claiming severance pay for a period not to exceed six (6) months. During the deferment period, the person will be afforded an opportunity to be trained for other such suitable positions which become available.
- (c) At the end of the six (6) month deferment period, or at such other time within the deferment period which the person selects, severance pay will be given as per Article 6.08 (a). The Company is then under no further obligation to hire, employ, or train the person.

(d) At any time during the six (6) month deferment period, an employee may exercise an option to be treated as a laid off employee under the provisions of Article 6.07. If an employee chooses to exercise this option, the rights and benefits of this Article shall no longer apply.

ARTICLE 7 – GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Definition of a Grievance

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

7.02 Procedure

All grievances shall be dealt with in the following manner:

<u>STEP 1 – Grievance</u>

Where there arises a difference relating to the application, interpretation, or alleged violation of this Agreement, the Company and the Union shall confer within fourteen (14) days of the occurrence giving rise to the difference, in an effort to settle the difference.

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, provided that the grievance is initiated within fourteen (14) days after learning of the occurrence.

<u>STEP 2 – Grievance</u>

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 infringed upon alleged to have been violated. The Union shall then present the grievance to the Company within twenty-one (21) days after the Step 1 meeting. The Company and the Union shall immediately consider the written grievance and attempt to resolve it. If agreement is not reached within twenty-one (21) workdays from the time this step is initiated, the grievance shall be referred to the third step of this procedure.

<u>STEP 3 – Arbitration</u>

The third step of this procedure shall be a reference to arbitration. Notice of a reference to arbitration must be served within fourteen (14) workdays of the expiry of the time period provided in Step 2 above. If notice is not given within this time period, the grievance shall be deemed to be abandoned.

The Company and the Union shall, within fourteen (14) workdays of the receipt of the Step 3 notice, endeavor to agree upon and appoint an Arbitrator. In the event that the Company and the Union fail to agree upon the selection of such an Arbitrator, either party may request that an appointment be made by the Federal Minister of Labour.

The arbitrator shall determine his/her own procedures in accordance with applicable legislation, and shall give full opportunity to all parties to present evidence and make representation. The Arbitrator shall hear and determine the dispute or allegation and shall make every effort to render a decision within fourteen (14) days.

The Arbitrator shall not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement, or to substitute any new provisions for any that exist, and in reaching his/her decision, he/she shall be bound by the terms and conditions of this Agreement.

The decision of the Arbitrator shall be final and binding upon both parties.

Scheduled arbitrations will not be rescheduled without the mutual agreement of the parties.

7.03 <u>Time Limits</u>

- (a) The time limits prescribed for the performance of any step or proceeding in the grievance procedure are deemed to be matters of substance, not mere technicalities. These time limits may be extended only by mutual agreement in writing between the Union and the Company.
- (b) If a grievance has not been initiated or resolved within the time period specified for any step of the grievance procedure, and the time limit has not been extended by mutual agreement, in writing, such failure to proceed within the time limits prescribed shall be deemed to constitute an abandonment of the grievance.
- (c) Notwithstanding (a) or (b) above, the Company does not respond to the grievance at either Step 1 or Step 2, the grievance shall not be deemed to be abandoned and the Union shall have twenty-one (21) days to proceed with the grievance if a response is later received.
- 7.04 Company and Union Grievances
 - (a) The Company or the Union can raise a grievance by way of informal discussion with its respective representatives or by resorting directly to setting the grievance out in writing and presenting it within three (3) workdays after the occurrence of the alleged grievance. If the grievance is a policy grievance, or a continuing issue, it shall be raised by either party within ten (10) days of the occurrence or of the Company or the Union becoming aware of the grievance.
 - (b) The Company and the Union shall immediately consider the written grievance and make a serious effort to resolve it. If agreement is not reached within five (5) workdays from the time this step is initiated, the grievance may be referred to arbitration. If notice is not given within this time period, the grievance shall be deemed to be abandoned, unless the parties mutually agree, in writing, to extend the time period.

7.05 Grievance and Discharge

Where an employee has been discharged by the Company, he/she shall not remain in the employ of the Company while his/her grievance is being processed in accordance with the grievance procedure outlined in Article 7.

7.06 Expenses of Arbitration

- (a) The parties shall each bear their own expenses and each party shall bear an equal proportion of the expenses and fees of the single Arbitrator.
- (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 single Arbitrator with respect to the scheduled hearing. However, if either party brings forward new information that causes the other party to abandon or withdraw the grievance subsequent to the third step, the costs, fees and expenses of the Board Chair will be split by the parties.

ARTICLE 8 – DUTIES AND CLASSIFICATION OF EMPLOYEES AND PAY RATES

8.01 <u>Classification</u>

<u>Technical Field Representative (TFR)</u> – A worker who is able to perform all installation, reconnection, and disconnection functions' including wiring and drops, from the tap to the subscriber's terminal. They will be paid in 15 minute increments for all wiring work. TFR's will not be able to perform service calls, construction, maintenance or prewiring

<u>Installer</u> – A worker who is able to perform connection, construction, installation and service work from the subscriber terminal up to the tap. Three existing Installers – Jim Griffiths, Roy Stagg and Don Schulz – continue to be grandfathered. They will be able to perform work up to the node and will be paid 95% of the journeyman rate when working past the tap.

<u>Apprentice</u> - A worker who is serving an apprenticeship to become a journeyman technician, but who has not yet qualified as a journeyman technician.

<u>Journeyman Technician</u> – A worker who has successfully completed their apprenticeship training program to the satisfaction of the Joint Training Committee as a whole is entitled to Journeyman status. Journeymen can perform any work in the cable system.

<u>Head End Technician</u> – A journeyman who performs any work in the Cable System, and has specialized expertise in the Head End.

<u>Foreman</u> – A worker who may direct and coordinate the activities of other employees. Foreman can perform work on the cable system that may be performed by an installer. If a foreman enters the position from higher classification, then they will be allowed to work on the cable system consistent with previous classifications.

The 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 standard

The Foreman will not be required to approve and sign off crew timesheets, AV Calendars or employee expense claims.

When a Foreman is absent for more than one day, the company shall designate a replacement from the bargaining unit.

8.02 <u>Technical Wage Rates</u>

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

a. <u>Technical Wage</u>	<u>Scales</u>	
Entry Position Wa	ge Scales	– Based on Journeyman
Headend Technician	1	
April 1, 2009	\$34.50	
April 1, 2010	\$35.19	
April 1, 2011	\$35.89	
April 1, 2012	\$36.61	
Foreman		
April 1, 2009	\$34.50	1 st Term – 6 mos – 5 th Term – 6 mos – 90% 70%
April 1, 2010	\$35.19	2 nd Term – 6 mos – 6 th Term – 6 mos – 95% 75%
April 1, 2011	\$35.89	3 rd Term – 6 mos – 7 th Term – 6 mos – 100% 80%
April 1, 2012	\$36.61	4 th Term – 6 mos – 8 th Term – 6 mos – 105% 85%
Journeyman Technician		
April 1, 2009	\$32.85	
April 1, 2010	\$33.51	
April 1, 2011	\$34.18	
April 1, 20012	\$34.87	
Apprentice Technician		
April 1, 2009	\$29.57	1 st Term – 6 mos – 5 th Term – 6 mos – 80% 60%
April 1, 2010	\$30.16	2 nd Term – 6 mos – 6 th Term – 6 mos – 85% 65%
April 1, 2011	\$30.76	3 rd Term – 6 mos – 7 th Term – 6 mos – 90% 70%
April 1, 2012	\$31.38	4 th Term – 6 mos – Last 6 mos – 95% 75%
Installer		
April 1, 2009	\$29.57	1 st Term – 6 mos – 5 th Term – 6 mos – 70% 50%
April 1, 2010	\$30.16	2 nd Term – 6 mos – 6 th Term – 6 mos – 75% 55%
April 1, 2011	\$30.76	3 rd Term – 6 mos - 7 th Term – 6 mos – 80% 60%
April 1, 2012	\$31.38	4 th Term – 6 mos – 8 th Term – 6 mos – 85% 65%
		9 th Term – 6 mos – 90%

- b. The temporary In-Charge rate shall be:
 - 1. For Installers the prevailing Journeyman rate.
 - 2. For Journeymen a 5% premium on the prevailing Journeyman rate.
 - 3. The In-Charge premium shall not apply to anyone earning above the prevailing Journeyman rate.

ARTICLE 9 - HOURS OF WORK

9.01 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.

Employees who volunteer to work schedules which fall outside of the regular workweek may do so with the Company's approval, at no penalty cost to the Company other than applicable premiums as provided in this Agreement.

- 9.02 <u>Regular Workday</u>
 - (a) (i) Monday through Saturday

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

(ii) <u>Sunday</u>

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

(b) <u>Scheduling</u>

The regular workday shall be scheduled between 06:00 and 18:30 hours. The Company will provide ten (10) days notice on any changes to schedules. If a schedule needs to be changed in less than ten (10) days, then the Company may ask for volunteers and make changes within the regular workday without overtime. If the Company requires a change in less than ten (10) days and cannot find a volunteer, then overtime will be paid on the changed hours.

(c) <u>Premium</u>

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

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

- 9.03 Shift Work
 - (a) Shift work is defined as a scheduled work period within a regular work week which falls outside the regular work day as set out in 9.02 above.
 - (b) <u>Shift A Afternoon Shift</u>
 - (i) The afternoon shift consists of eight and one-half (8 1/2) consecutive hours of scheduled time, made up of eight (8) hours of paid work time and one-half (1/2) hour of unpaid time for a lunch break. This shift shall be scheduled between 12:00 hours and 24:00 hours.
 - (ii) A premium of nine percent (9%) of the hourly straight-time rate shall be paid for all hours worked.

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

(c) <u>Shift B - Night Shift</u>

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

This shift shall be scheduled between 23:00 hours and 08:00 hours.

(ii) A premium of twelve percent (12%) of the hourly straighttime 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.

9.04 <u>Staffing and Scheduling for Shift and Standby Work</u>

(a) <u>Employees Assigned</u>

The Company in consultation with the Union will determine the number and classification of employees required for shift work. All such decisions are subject to the provisions of this Agreement.

(b) <u>Schedules</u>

The Company and the Union designated 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 Foremen and no additional cost to the Company.

(c) <u>Shift Posting</u>

- (i) In the event that the shift schedule is not adhered to for reasons that are within the control of the Company and the employee is assigned to shift coverage, then that employee shall be paid overtime for the first eight (8) hours worked.
- (ii) Where possible, shift schedules shall be posted ten (10) workdays in advance of the date on which they become effective.
- (iii) Employees shall not be assigned shift schedules for less than five (5) consecutive workdays except for where rearrangement of shifts are necessary in order to distribute holidays or annual vacations equitably or it is necessary to cover temporary absences of employees due to sickness or accident disability. The start or stop times of shifts may be changed by up to one (1) hour to provide statutory holiday and weekend coverage.

(d) <u>Emergency Changes</u>

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

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

9.05 Call Time and Pay

- (a) Call time applies to employees who are scheduled to make themselves available for work outside of their normal work schedules.
- (b) An employee scheduled for call time shall remain within a maximum of twenty (20) minutes travel time of the office.
- (c) An employee on call shall receive three (3) hours regular pay for each day the employee is on call time.
- (d) When an employee on call time is called out beyond the hours of the normal workday, the work time shall be paid at overtime rates. Overtime rates shall apply from the time the employee leaves home to attend to the call until the time the employee returns home, provided that the employee returns home directly upon finishing work.
- (e) In the event that an employee fails to respond to a call while on call time, she/he shall forfeit the stipend for that day.
- (f) The Company will provide a communication device to an employee on call time.
- (g) 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 she/he leaves her/his home, until she/he arrived back at her/his home.
- 9.06 <u>Overtime</u>
 - (a) (i) Overtime rates shall apply after an employee has worked eight (8) hours in a day or forty (40) hours in a calendar week.
 - (i) However, when an employee is in transition from one (1) scheduled period to another, the employee shall not be entitled to overtime provided that there is at least eight (8) hours between the scheduled periods.

- (b) Overtime shall be paid at two hundred percent (200%) of an employee's regular rate.
- (c) Overtime shall be calculated in fifteen (15) minute increments. However, an employee shall not be entitled to overtime compensation for periods of less than five (5) minutes a day.
- (d) Premiums shall not be included in the calculations of overtime pay.
- (e) <u>Overtime Options</u>
 - (i) Employees shall have the option of being compensated for overtime in cash or time off, to a maximum of ten (10) banked days per annum.
 - 1. they indicate they wish to bank the time at the time the overtime is worked;
 - 2. the time off can be scheduled at a time that is mutually agreeable to the employee and the Company; and
 - (ii) If such mutual agreement cannot be reached, the employee shall be paid out for any banked time. Banked time cannot be carried forward from one calendar year to another.
- (f) <u>Overtime Meals</u>
 - (i) When employees are required to work more than two (2) hours beyond their regular workdays, the employer will provide hot meals at no cost to the employees, up to a 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 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).

(ii) Employees called out or scheduled on overtime shall be paid for meals as above after four (4) hours work.

(g) <u>Overtime Rest</u>

An employee who has worked emergency overtime shall return to work after (8) hours rest, but only if she/he can do so within the first four (4) hours of her/his scheduled workday. Whether or not she/he does return, she/he shall be paid not less than eight (8) hours at straight-time rates for that day.

9.07 <u>Breaks</u>

An employee who works more than four (4) hours in a day is entitled to one (1) fifteen (15) minute break. An employee who works more than six (6) hours in a day shall be entitled to two (2) fifteen (15) minute breaks.

9.08 Report Pay

- (a) An employee who reports to work at her/his scheduled time shall receive four (4) hours pay if no work is available.
- (b) No report pay shall be paid if a regular employee is advised at least twenty-four (24) hours preceding her/his scheduled reporting time not to report to work.

9.09 <u>Travelling Time and Expenses</u>

(a) <u>Reporting Stations</u>

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

(b) (i) <u>Travelling and Expenses</u>

When employees are required to report to work outside of the Abbotsford licensed area in order to reach a designated reporting station or job at their regular starting times, they shall be paid at the rate of forty cents (\$0.40) per direct line kilometer for traveling outside of the free zone. If transportation is not provided by the Company, an additional twelve and one-half cents (\$0.125) per direct line kilometer will be paid for traveling expenses while traveling outside of the free zone. Where applicable, these allowances will be paid both to and from the location in question.

(ii) For the purpose of determining the application of traveling expenses, a free zone is established. This free zone is defined by the border of the City of Abbotsford.

ARTICLE 10 – VACANCY AND JOB POSTING PROCEDURES

10.01 Job Postings

When the Company decides to fill a new or vacant regular full-time position within the bargaining unit, the Company shall post notice of the position for at least ten (10) workdays.

10.02 Appointment Policy

- (a) Positions shall be awarded on the basis of the qualifications needed, as determined by the Company, to perform fully the available job. The factors used to determine qualifications shall include education, skills, ability and knowledge.
- (b) (i) In the event that the qualifications of an internal candidate and an external candidate are substantially equal, the position shall be awarded to the internal candidate.
 - (ii) When two or more internal candidates are substantially equal, then seniority shall be the deciding factor.
- 10.03Provided that there is bargaining unit work available, the Company agrees that it will replace employees that leave the bargaining unit within six (6) months of their departure.

ARTICLE 11 – IMPACT OF LEGISLATION

11.01 Impact of Legislation

Should any part hereof or any condition herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining proposals hereof and such remaining provisions shall continue in full force and effect.

11.02 Application Labour Standards Legislation

The Company agrees that the minimum labour standards provisions of the *Canada Labour Code* 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.

ARTICLE 12 – LABOUR MANAGEMENT RELATIONS

12.01(a) <u>Joint Consultation</u>

The Company and the Union recognize the mutual value of ongoing joint consultations in matters pertaining to working conditions, supervision, safety, labour-management and relations generally. To this end, Company representatives and the Union Executive Members/Shop 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 interpretation and possible violations application, of the Agreement, and any other matters of mutual concern and benefit.

(b) <u>Minimum Meetings</u>

Such meetings shall be held, as required, at the request of either party.

12.02No 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.

<u>ARTICLE 13 – SAFETY</u>

13.01<u>Hydro Wires</u>

No member shall be allowed to work on Hydro distribution wires.

13.02(a) <u>Safety Legislation</u>

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

(b) <u>Transportation</u>

Transportation to the nearest physician or hospital facility shall be provided by the Company for employees who require medical attention during working hours. Any expenses of such transportation shall be borne by the Company. However, if the employee is entitled to recoup such expenses through an insurance plan, the employee shall do so and reimburse 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 obliged to comply with all reasonable rules of conduct established by the Company bearing on safety and health. Specifically, every employee is obligated to report at the first reasonable opportunity any injury or accident which did or could have resulted in an injury, or any unsafe or unsanitary condition.

13.03<u>Hazardous Job</u>

- (a) Two (2) qualified people constitute a crew working together on a job defined as hazardous under Part II of the *Canada Labour Code* or the *Canada Occupational Safety and Health Regulations.*
- (b) <u>Electrical Work</u>

No employee shall repair or replace defective circuit breakers in power supply boxes, without first having the service disconnected.

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

13.04<u>Hazard Pay</u>

(a) <u>Pole or Tower</u>

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) qualified persons shall constitute a crew.

(b) <u>Scaffolds</u>

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

(c) <u>Dangerous Jobs</u>

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 tome, may be dangerous because of particular locations, conditions or circumstances. Where an employee reasonably considers a particular work situation to be dangerous as defined under the provisions of the *Canada Labour Code*, *Occupational Safety and Health*, the employee shall report the circumstances to the immediate managerial representative and a member of the Safety Committee. The requirements for investigating a report shall be followed.

(d) Occupational Safety and 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 Part II of the *Canada Labour Code, Canada Occupational Safety and Health Regulations* and the Shaw Health and Safety Guide.

(e) <u>No Discipline</u>

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*, *Canada Occupational Safety and Health Regulations* shall apply.

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

13.05<u>Climbing Equipment</u>

The Company shall provide adequate training or retraining and a set of climbing gear to each employee it requires to climb. For purposes of this Agreement, "climbing gear" shall be understood to mean a body belt, a pole strap, and a set of climbers. Each employee is responsible for the care and maintenance of such equipment and any loss or damage which results from the employee's negligence or abuse, will be at the expenses of that employee. The Company retains the right to inspect the equipment at any time and to require the employee to provide an accounting of any loss or abuse.

13.06<u>Truck Equipment</u>

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

- (a) Except as qualified herein, all trucks must be equipped with:
 - 1. Bulkhead screens (van type units only).
 - 2. Fire Extinguisher.
 - 3. First Aid Kit.
 - 4. Road Safety Devices, including warning cones, flags, stop signs and amber warning lights (note that amber warning lights will be provided only subject to regulatory approval).
 - 5. Chock Blocks (for aerial ladder vehicles only).
 - 6. Manhole lifter.
 - 7. Safety Glasses.
 - 8. Safety Vests.
- (b) <u>Aerial Ladder Vehicle</u>

Each aerial ladder vehicle will be equipped with a fall arresting belt and safety lanyard, in accordance with the requirements of the applicable legislation.

(c) <u>Non-Aerial Vehicles</u>

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

(d) <u>Employee Responsibility</u>

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

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

13.07 Aerial Ladder Inspections

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

13.08Ladder Inspections

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

13.09 Vehicle Maintenance

- (a) The Company agrees to maintain all vehicles up to standards which will insure that the employees who operate such vehicles are not exposed to such hazards as rise out of lack of proper maintenance. Each employee who operates a Company vehicle bears the direct responsibility for its safe and proper operation. Each such employee is also responsible for reporting any malfunction of equipment, mechanical defect, and any accident involving the vehicle.
- (b) The Company agrees that if it modifies the operational functions of its vehicles, it will provide information sheets in the vehicles, and to the person the operator reports to; and training where required.

13.10<u>Safety Equipment</u>

It is understood and agreed by both parties that all employees are required to utilize safety equipment on the job as provided by the Company.

Failure to do so may result in disciplinary action by the Employer.

ARTICLE 14 – TOOLS

14.01 Replacement of Tools

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

14.02List of Tools/Test Equipment

Where employees are authorized to take Company vehicles home, a list of tools and test equipment will be provided that must be removed from the vehicle and properly secured.

ARTICLE 15 – PAID GENERAL HOLIDAYS

15.01 Statutory Holidays

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

- New Year's Day Good Friday Easter Monday Victoria Day Canada Day B.C. Day ¹/₂ day New Year's Eve
- Labour Day Thanksgiving Day Remembrance Day Christmas Day Boxing Day 1/2 day Christmas Eve

and any additional holiday not related to the above holidays but gazetted by the Provincial and 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.

15.02When a holiday falls on a Saturday, Sunday or scheduled day off, the closest workday mutually acceptable by the employee and the Company shall be observed as a holiday, except where observance on a specific day is dictated by the Government.

- 15.03Employees required to work on any of these days shall be paid as outlined in Article 9.06.
- 15.04(a) Employees who are laid off within seven (7) workdays (unless dismissed for just cause) prior to a general holiday shall be entitled to such holiday with pay.
 - (b) Also, employees who are absent either the day before or the day after a general holiday or both shall be entitled to such holiday with pay provided that they are absent for reasons of sickness or accident and are not receiving any other form of compensation for the general holiday.

ARTICLE 16 – ANNUAL VACATION

16.01 Annual Vacation Entitlement

(a) Effective April 1, 2004, employees hired before January 1, 1993 shall become entitled to vacation with pay as set out below:

Length of Service	Vacation Time	Vacation Pay
1 year	3 weeks	6.00%
6 years	3 weeks + 1 day	6.40%
7 years	3 weeks + 2 days	6.80%
8 years	3 weeks + 3 days	7.20%
9 years	3 weeks + 4 days	7.60%
10 years	4 weeks	8.00%
11 years	4 weeks + 1 day	8.40%
12 years	4 weeks + 2 days	8.80%
13 years	4 weeks + 3 days	9.20%
14 years	4 weeks + 4 days	9.60%
15 years	5 weeks	10.00%
16 years	5 weeks + 1 day	10.40%
17 years	5 weeks + 2 days	10.40%
18 years	5 weeks + 3 days	11.20%
19 years	5 weeks + 4 days	11.60%
20 years	6 weeks	12.00%

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

Length of Service	Vacation Time	Vacation Pay
Less than 1 year	Prorated at 2 weeks	4.00%
After 1 year	3 weeks	6.00%
6 years	3 weeks + 1 day	6.40%
7 years	3 weeks + 2 days	6.80%
8 years	3 weeks + 3 days	7.20%
9 years	3 weeks + 4 days	7.60%
10 years	4 weeks	8.00%
11 years	4 weeks + 1 day	8.40%
12 years	4 weeks + 2 days	8.80%
13 years	4 weeks + 3 days	9.20%
14 years	4 weeks + 4 days	9.60%
15 years	5 weeks	10.00%
21 years	5 weeks + 1 day	10.40%
22 years	5 weeks + 2 days	10.40%
23 years	5 weeks + 3 days	11.20%
24 years	5 weeks + 4 days	11.60%
25 years	6 weeks	12.00%

16.02<u>Cut-off Date</u>

The annual cut-off date for the accumulation of annual vacation time and pay is December 31. After employees successfully complete their probationary periods, vacations may be scheduled and taken in the year in which they are earned. 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.

16.03 Annual Vacation Scheduling

(a) Prior to November 1st of each year, the Company shall post a calendar upon which each employee shall select vacation for the coming vacation year.

- (b) The following limits and conditions apply to the scheduling of vacation time:
 - (i) The scheduling of annual vacation time takes priority over all other forms of scheduled time off.
 - (ii) Within the Technician, Head End Journeyman and Apprentice classifications combined, three (3) employees may be absent on annual vacation at the same time. Additional vacation requests may be granted at the Company's discretion.
 - (iii) Within the Installer classification combined, three (3) employees may be absent on annual vacation at the same time. Additional vacation requests may be granted at the Company's discretion.
 - (iv) Within the TFR classification combined, four (4) employees may be absent on annual vacation at the same time. Additional vacation requests may be granted at the Company's discretion.
- (c) Employees shall exercise their seniority rights for their vacation periods before December 15th. After December 15th, any further scheduling of annual vacation time shall be on a first-come, first-served basis, provided that it does not affect the scheduled vacation time of other employees.
- (d) Annual vacation shall be taken before December 31st. If employees have not scheduled their vacation by May 31st, the Company shall designate the times at which employees shall take their vacations.
- (e) The Company shall approve the vacation calendar no later than December 31st.

16.04 Transfer of Entitlement

An employee who transfers from one Shaw division to another shall retain her/his seniority for purposes of annual vacation time.

ARTICLE 17 – PAYMENT FOR TIME NOT WORKED

17.01 Jury Duty and Court Leave

Leaves of absence with pay shall be granted for jury duty or to appear in Court in the interests of the Company. Also, a leave of absence with pay shall be granted for a maximum of three (3) days when the employee is subpoenaed to Court to serve as a witness. Any compensation received from the Court for these services shall be turned over to the Company.

17.02 Bereavement Leave

- (a) In the event of death in the employee's immediate family, bereavement leave with pay of three (3) days shall be granted by the Company. Up to two (2) additional days, with pay, shall be granted if the death requires the employee to travel outside of the Province.
- (b) <u>Definition of Family</u>

Immediate family is defined as an employee's parents, spouse, children, brothers, sisters, mother-in-aw, father-in-law, grandparents, and spouse's grandparents and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

(c) <u>Spouse's Family</u>

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 not covered in 17.02 (b).

ARTICLE 18 – WORKERS' COMPENSATION

18.01 WCB Payment of Benefits

Workers' Compensation benefits shall be paid directly to the employee by the Workers' Compensation Board. Upon submission of proof of payment from the WCB, the Company shall pay the difference between such payments and eighty (80%) of the employee's normal forty (40) hour weekly straight-time wages for the period an employee is covered by WCB, to a maximum of six (6) months.

18.02<u>Time Off to Visit Doctor</u>

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

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

18.03 Reasonable Time Off

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

ARTICLE 19 – DOCTOR'S AND ABSENTEE REPORTS

19.01 Absentee Report

Every employee who is unable to report for work due to illness or injury is obligated to notify her/his immediate supervisor or, if

incapacitated, to have someone else notify her/his immediate supervisor on her/his behalf, prior to the employee's normal reporting time, or as soon after that time as is possible in the circumstances.

An employee may be required by the Company to complete and sign a prescribed absence form authorizing the employee's doctor to provide details of the reasons for absence.

ARTICLE 20 – BENEFITS AND RETIREMENT

20.01 Mandatory Retirement

An employee shall retire no later than the last day of the month in which she/he reached age sixty-five (65).

20.02 Benefits and Company Pension

(a) Employees shall be covered by and receive the benefit package as outlined in the *Full-time (Class 25) & Part-time (Class 26) Unionized Employees of Shaw Cablesystems G.P., Abbotsford, BC.*

All permanent full-time employees (working 30+ hours per week) are eligible for the following benefits, effective the first day of employment:

BENEFIT	SUMMARY
Life Insurance	200% of base salary, rounded to nearest 1,000.
Accidental Death & Dismemberment	400% of base salary or lump sum amounts for specific injuries.
Dependent Life	\$10,000 coverage for spouse.\$8,000 coverage for each child.
Optional Life Insurance	You may apply for additional life insurance, for you and your spouse, in units of \$10,000, up to a maximum of \$500,000.
Medical Services	Covers basic medical services within B.C.

(Premiums subject to change)

Plan of B.C.	Coot. ¢[4.00 (Cinc		
(Based on Provincially Regulated Rates)	Cost: \$54.00 (Single) (75/25 cost-share) \$96.00 (Spouse) \$108.00 (Family)		
	Pharmacare deductible: (\$600) Variable		
Extended Health & Hospital	100% reimbursem Deductible:	ent for eligible expenses. \$25.00 (Single) \$50.00 (Family)	
	Chiropractor:	\$500/calendar year	
	Osteopath:	\$500/calendar year	
	Podiatrist:	\$500/calendar year	
	Masseuse:	\$500/calendar year	
	Naturopath:	\$500/calendar year	
	Speech Therapist:	\$1,000/calendar year	
	Acupuncturist:	\$500/calendar year	
	Physiotherapist:	\$500/calendar year	
	Psychologist:	\$1,000/calendar year	
	Nursing Care:	\$10,000/calendar year	
	Orthotics:	\$500 for five (5) years	
	Current Costs: (75/25 cost-share)	\$34.00 (Single) \$98.00 (Family)	
Vision Care	•	rsement for eyeglasses or ny two (2) year period.	
Travel Assistance	Whether travelling out of province or outside of Canada, a world wide service providing on-the- spot assistance in the event of a medical emergency. Cost: \$18.83 (Single) (75/25 cost-share) \$50.21 (Family)		
Dental Plan		ent of eligible expenses for with no maximum. (Based on e.)	
		nt for major restorative care to 500 per person per calendar	

	year.
	50% reimbursement for orthodontic care to a lifetime maximum of \$1,500 per dependent child. Deductible: \$25.00 (Single) \$50.00 (Family) Cost: \$31.48 (Single) (75/25 cost-share) \$76.00 (Family)
Short Term Disability	If you have completed 90 consecutive days as a full-time employee and you are absent from work due to illness or injury that is not work-related, you are eligible for salary continuance for up to 105 calendar days, based on the following schedule:
	Full-time Employees Hired after January 1, 1993:
	First 30 days:100% of regular rate31st to 105th day:\$70% of regular rate
	To be eligible for sick pay, you must notify your supervisor, prior to the beginning of your shift, that you will be absent. Absences of more than three (3) days require a medical report.
Long Term Disability	After 105 days of continuous absence, you will be eligible to receive LTD benefits at 70% of your regular monthly earnings (less any amount paid by WCB and/or CPP), up to a maximum of \$5,000 per month. Cost: \$2.08/\$100 of coverage.
Employee Assistance Program	You and your eligible dependents are entitled to confidential professional counselling for a broad range of personal problems. Services are provided free of charge.
Educational Assistance	You are eligible for 100% reimbursement of course fees if you successfully complete a course

	that is directly applicable to your current position. Reimbursement of 75% of course fees is provided for successful completion of any other courses related to your career development within the Company.
Hearing Aids Wigs for Cancer Patients	\$1,000.00 per four (4) years \$500.00 lifetime

(b) The Employer will not make any changes to the Health, Welfare and Pension benefits, without the express written permission of the Union.

20.03 Employer and Employee Contributions

- (a) The Employer will contribute on behalf of each employee 7.51% of annual earnings and the employee will contribute four percent (4%) of annual earnings to a Registered Retirement Savings Plan. In addition, each will make their contributions to the Canada Pension Plan. All contributions belong to the employees from the 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 20.03 (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.

20.04 Pension Contributions

(a) Financial Institutions

Pursuant to Article 20.03 (a), the Employer will deposit all pension funds in the banking institution of the employee's choice. All funds will be deposited within thirty (30) days following the month in which the funds were earned.

(b) <u>Union Notice Required</u>

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

(c) <u>Restriction on Changes</u>

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

(d) <u>Union Responsibility</u>

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

ARTICLE 21 – LEAVES OF ABSENCE

21.01 Discretionary Leave of Absence

- (a) An unpaid leave of absence may be granted to an employee requesting such leave for emergency or other circumstances. The granting of this leave of absence is discretionary by the Company. Such requests shall be made in writing.
- (b) Seniority shall not accrue on leaves of absence of over six (6) months.
- (c) Employees are required to pre-pay for all health and welfare benefit coverage wanted before leaving. Otherwise, coverage shall cease at the end of the last month for which contributions were made.

21.02<u>Union Leave</u>

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

(a) <u>Number of Employees</u>

Not more than one (1) employee can be absent on such leave at any one time.

(b) <u>Maximum Leave</u>

No employee can take more than ten (10) workdays of such leave in a calendar year.

(c) <u>Notice</u>

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

21.03 Guaranteed Days Off

The employees have the option of ten (10) days off in a calendar year, without pay, subject to the following conditions:

- (a) The total days taken off for guaranteed days off shall not exceed ten (10) days.
- (b) The employee shall provide a minimum of one month's notice for blocks of five (5) days or more, and two (2) weeks' notice for blocks of less than five (5) days.
- (c) Days off in the months of June, July, August, September and December can only be taken with management's approval.
- (d) All vacation must be scheduled prior to applying for days off under this clause.

21.04 Maternity and Parental Leave

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

Party of THE FIRST PART	Party of THE SECOND PART	
SHAW CABLE SYSTEMS G.P. (ABBOTSFORD)	TELECOMMUNICATIONS WORKERS UNION	

<u>APPENDI X ONE</u>

TECHNICAL FIELD REPRESENTATIVES (TFR'S)

The purpose of this Appendix is to set out the terms and conditions of employment for the Technical field Representatives (TFR's).

1. <u>Collective Agreement Application</u>

The following clauses of the main body of the Collective Agreement shall NOT apply to the Technical Field Representatives (TFR's).

8.02	Wage Rates
Article 9	Hours of Work
13.03 (a)	Safety
13.04 (a) (b)	Safety
13.05	Safety
13.06	Safety
13.09	Safety
15.03	General Holiday Payment
18.01	WCB benefits
21.03	Guaranteed Day Off

Notwithstanding the provisions of this Collective Agreement, TFR's are responsible to supply and maintain their own vehicles.

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

The Company may not utilize temporary TFR's during times that the average regular TFR earnings per pay period fall below \$2,000. (excluding vehicle allowance). For the purpose of this average, the calculation will only use regular TFR's assigned work for a full pay period. In addition, Regular TFR's will have access to the project work in order to maximize earnings over and above their regular routes.

While using Temporary TFR's 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 TFR's.

- 3. Regular TFR's shall be entitled to those benefits which have not been excluded in (1) above.
- 4. TFR's 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. The TFR shall be required to ensure that the vehicle is properly insured in accordance with the Provincial regulations and to provide poof of insurance to the Company. Vehicles shall be appropriate to perform the work required and shall be maintained in a respectable condition.

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

5. <u>Scheduling</u>

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

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

Technical Field Representatives shall be paid on a commission basis in accordance with the schedule of compensation.

5. For the purpose of calculating pay for Statutory Holidays or other payment for time not worked, a day's pay shall be considered as the previous four weeks earnings, divided by the number of days worked in the period. For the purposes of determining Technical Field

Representatives' incomes for WCB, the earnings will be based on gross pay including commissions, sick, vacation and statutory holiday pay.

- 6. Vacation pay shall be calculated on gross earnings, excluding the vehicle allowance.
- 7. During the term of the Collective Agreement the company agrees not to contract out TFR work 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 TFR's working a full pay period will be included in the calculation.
- 9. It is Company's intention that TFR's will make a minimum of an average of \$2,000 per pay period. Notwithstanding Article 6, the company will layoff TFR's hired after the ratification date of this agreement if average earnings per TFR fall below \$2,000 in a pay period. This employee 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.
- 10. If the Company modifies the work that is expected as part of a function, then it will perform a time study of 100 completed work orders on the revised expectations and adjust the code for the function based on the number of incremental minutes involved at the top Installer rate. The Company and union will agree prior to implementation of the new rate. Agreement will not be unreasonably withheld. The Company will not use this provision to lower current rates in the Collective Agreement.
- 11. Shaw Employees who are Technical Field Representatives in IBEW certifications may not perform any work on the cable system, without the consent of the TWU.

<u>ARTICLE 2 – WORK JURISDICTION</u>

The Parties agree to the following as it pertains to Article 2 – Work Jurisdiction.

- 1. The Employer is free to carry out technical tests of the CATV system to either meet the requirement of their operating license as issued by the CRTC or to determine that the system satisfies the technical standards of the Employer. A bargaining unit Technician will be assigned to assist in the testing.
- 2. (a) Pursuant to Article 2.04 (f), the Company is free to utilize TELUS and CNCP for the placing of primary (trunk) and secondary (distribution) cable.
 - (b) If the Company is required to utilize a third party other than stated in (a) above for the placing of fiber optic cable, then the Company and the Union will consult jointly on a case by case basis, as to the placing, maintenance and repair of the fiber cable.
 - (c) Maintenance and repair by a third party will not be used to erode TWU bargaining unit work.

Party of THE FIRST PART

Party of THE SECOND PART

SHAW CABLE SYSTEMS G.P. (ABBOTSFORD)

EMERGENCY MAINTENANCE AND SERVICE WORK

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

Party of THE FIRST PART

Party of THE SECOND PART

SHAW CABLE SYSTEMS G.P. (ABBOTSFORD)

TEMPORARY HOURLY EMPLOYEES

1. <u>APPLICATION</u>

Temporary hourly employees may be hired:

- (a) to replace regular employees who are absent from work for any reason; or
- (b) for summer projects during the months of May, June, July, August and September.

2. <u>COLLECTIVE AGREEMENT APPLICATION</u>

The following Articles shall apply to temporary employees:

Article 4.06	- Union Dues
Article 7	- Grievance and Arbitration Procedure
Article 9.06 (a) to (3)	- Overtime

All other terms and conditions of employment shall be as set down in this Appendix.

3. HOURS OF WORK

- (a) The daily hours for temporary employees shall be as required to meet the needs of the operation, with a minimum of three (3) and a maximum of eight (8) consecutive straight-time hours of work in a workday, excluding the unpaid meal break.
- (b) The paid-time work hours include scheduled fifteen (15) minute breaks. There shall be one (1) break in a workday of more than four (4) hours, and two (2) breaks in a workday of more than six (6) hours.
- 4. A temporary employee hired under 1 (a) above shall be hired to the same or a lower job classification as the employee replaced.

- 5. A temporary employee shall apply for membership in the union prior to starting work.
- 6. A temporary employee may be laid off before a contractor, or viceversa. The Company may also terminate the employment of a temporary employee at any time if the Company considers the employee not suitable.
- 7. Temporary employees earn four percent (4) vacation pay. Vacation pay shall be paid each pay period.
- 8. Temporary employees earn statutory holiday pay of four point eight percent (4.8%) of regular straight-time earnings in lieu of all other statutory holiday pay or entitlements. Statutory holiday pay shall be calculated and paid each pay period.
- 9. Temporary employees shall be paid wages for the classification of work performed as outlined under the Schedule of Wages in the Collective Agreement.
- 10. Other than the benefits detailed in this Appendix, temporary employees are eligible only for statutory benefits prescribed by the application legislation.

Party of THE FIRST PART

Party of THE SECOND PART

SHAW CABLE SYSTEMS G.P. (ABBOTSFORD)

CANADA SAVINGS BONDS

Bargaining Unit employees shall be allowed to participate in the Canada Savings Bond Payroll Plan, under the terms and conditions of the plan.

Party of THE FIRST PART

Party of THE SECOND PART

SHAW CABLE SYSTEMS G.P. (ABBOTSFORD)

CONTRACTOR VEHICLE SIGNAGE

The Company agrees that it will ensure that all vehicles used by employees of contractors doing work on behalf of Shaw Cablesystems G.P. Abbotsford, will have identification of their contracting company.

Party of THE FIRST PART

Party of THE SECOND PART

SHAW CABLE SYSTEMS G.P. (ABBOTSFORD)

TFR AUTO ALLOWANCE ANNUAL ADJUSTMENT

If a TFR earns less than \$55,000.00 including automotive allowance per calendar year, the Company will top up the automotive allowance to \$7,000.00 for the calendar year.

Party of THE FIRST PART

Party of THE SECOND PART

SHAW CABLE SYSTEMS G.P. (ABBOTSFORD)

CBS SCHEDULED APPOINTMENT TIMES

The Company agrees to adjust the CBS timeframes for TFR's in Abbotsford to more accurately reflect their scheduled shift. We will not knowingly schedule TFR's work timeframes that are outside of their scheduled shift on a daily basis.

Party of THE FIRST PART

Party of THE SECOND PART

SHAW CABLE SYSTEMS G.P. (ABBOTSFORD)

EARLY MORNING START - ABBOTSFORD

During an early morning start the Company intends for employees to complete eight and one-half hour $(8 \frac{1}{2})$ 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 meal break.

During an early morning start, employees will be paid an amount equal to double the straight time rate for the time worked before their regular scheduled start time. Time worked after their regular scheduled start time up to a maximum of eight (8) paid work time hours will be regular straight time rates. If the company requires employees to work more than eight (8) paid work time hours, any additional time worked after eight and one half (8 $\frac{1}{2}$) consecutive hours including the half-hour (1/2) unpaid meal break, will be paid at double the straight time rate.

This agreement is without prejudice to the parties, the terms of the Collective Agreement and any other agreement between the parties, and will not be used by either part in any future grievances, arbitrations of other hearings between the parties, except for the enforcement of the terms herein.

Party of THE FIRST PART

Party of THE SECOND PART

SHAW CABLE SYSTEMS G.P. (ABBOTSFORD)

EARLY RETIREMENT INCENTIVE

The Company will agree to offer employees age 60 and over with 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 times 173.3 hours)

This letter will come into effect upon the ratification of the new four-year agreement, and expire on March 31, 2013.

Persons in receipt of Short-Term or Long-Term Disability shall not be eligible for the Early Retirement Incentive.

Party of THE FIRST PART	
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Party of THE SECOND PART

SHAW CABLE SYSTEMS G.P. (ABBOTSFORD)

HEAD END STANDBY ROTATION - ABBOTSFORD

The Company agrees that Headend Technicians from the Abbotsford bargaining unit will be permitted to do Headend emergency after hours maintenance work in the Surrey Headend Callout List. Journeymen from the Surrey Headend Callout List will be permitted to do Headend emergency after hour maintenance work within the Abbotsford bargaining unit.

This will be for the mutual benefit of a larger group of skilled technicians to cover the standby time, so that each employee has additional time off between standby rotation assignments.

The Company agrees to provide additional Headend training and/or familiarization within the Surrey and Abbotsford bargaining units to support Headend emergency maintenance work as required.

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 CABLE SYSTEMS G.P. (ABBOTSFORD)

		Abbotsford TFR - Task Code Summary	
<u>CNT Code</u>		Description of Service	<u>Rate</u>
		Customer service is included in all task code/rates. For example: billing questions.	
		Must have time in/outs on all work orders and commission sheets.	
Reconnect	030	Reconnect Primary Outlet	\$6.08
	031	Reconnect Primary Outlet at Pole or Pedestal	\$8.83
	040	Reconnect Extra Outlet	\$6.98
Equipment	041	Exchange / Upgrade Equipment	\$13.60
	042	Add Service - DCT Box including Stereo Connection	\$29.73
	052	Remove Service - DCT Box	\$7.12
	055	Remove Service - Shaw Internet (Modem)	\$7.12
Disconnect	060	Disconnect Primary	\$6.98
	061	Disconnect Primary at Pole or Pedestal	\$8.83
	070	Non-Pay Disconnect Primary	\$6.98
	071	Non-Pay Disconnect at Pole or Pedestal	\$8.83
	050	Disconnect Extra Outlet(s)	\$6.66
	225	Remove Service - Shaw Internet (Outlet)	\$6.98
	511	Non-Pay Collection	\$13.32
Filter Activity	043	Add Service-Remove or Exchange Filter	\$6.98
	053	Remove Service – Add or Exchange Filter	\$6.98
Installs	271	Completion of Prewire - Primary	\$6.98
	272	Completion of Prewire - Extra Outlet	\$6.98
	273	New Outlet in MDU	\$13.32
	274	Install Co-located Outlet	\$6.98
	275	Install Ground Block	\$3.33
	276	Install Drop Amplifier	\$6.98
	277	Remove Drop Amplifier	\$6.98
	270	Upgrade/Replace CSE	\$2.66
Internet	047	Install of Modem, Outlet, and PC	\$41.81
	241	Install of Wiring (14 minute increments)	\$7.39
Sales	310	Sell New Account BCAB	\$13.32
	320	Sell Extra Outlet	\$10.64
	363	Full Cable Sale or Save	\$28.71
	341	Sell Discretionary Service/Pay TV	\$9.32
	340	Lease Digital Converter	\$7.98
	338	Sale of Discretionary Tier(s) (Filtered)	\$6.33
	339	Sale of Discretionary Tier(s) (Unfiltered)	\$13.32
	522	Office Verification	\$6.66

	350	Cheque Free (Formerly Pre-authorized Chequing)	\$3.98
	351	Annual Payment	\$3.98
	520	Collect Administration Fee	\$3.33
	521	Database Correction	\$3.33
	345	Internet Sale (Payable upon confirmation of installation and billing)	\$28.71
	540	DCT Sales	\$8.83
	559	Modem Sale	\$8.83
Service Call or Special	531	Follow-up Required – No Active Service	\$6.98
	410	Miscellaneous Task Code	\$9.99
Digital Phone	600	Install of Shaw Digital Phone Terminal	\$40.19
	606	Phone Jack Fault Repair	\$6.42
	615	SDP Pole/Pedestal Work	\$6.72
	620	Second Phone # Installation	\$14.26
	641	Install of SDP Wiring (15-minute increments)	\$7.10
	710	Connect Prewired Outlet/Wall Plate Repair	\$6.72
	780	Enterphone Integration – SP	\$15.30
Miscellaneous	800	Vehicle Allowance per Street Address	\$2.75
	815	Two Week Cell Phone Allowance (Paid Automatically through Payroll)	\$40.00
	810	Patch Cord Manufacture	\$0.55
	811	Trace and Tag	\$3.33
	812	Fitting Replacement	\$0.55
	553	Meetings/Training (15 minute increments) (See Note #4)	\$5.59
	813	Waiting in Line for Warehouse (15 minute increments)	\$7.39
	814	Waiting for Field Support (15 minute increments)	\$7.39
		Rate as per Current collective (2009)	

Shaw Cablesystems – TFR Task Code Description

Reconnect Primary Outlet

Description:

030

- Reconnect subscriber service where customer wants service.
- Verify suitable signal levels and/or picture quality. Connect to subscriber's equipment if necessary.

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 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.

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 and splitter/filter activity. If filter activity requires technician to go to a second location (E.G. CSE) a second automotive code (710) 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.

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.

Exchange/Upgrade Equipment

Description:

041

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

Application:

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:

- 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.

Application:

- 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:

- At CSE or S/B, remove / exchange filter and patch cords/jumpers.
- Reconnect subscriber lines if required or add drop saver to disconnected lines.

NOTE:

- 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.

Install of Modem, Outlet, and PC

Description:

047

- Install combination appropriate splitter and wall plate as required.
- Install and setup Modem and PC.
- Verify suitable signal levels and connect to subscriber's equipment.

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.

Disconnect Extra Outlet(s)

Description:

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

NOTE:

050

- 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 competitors' equipment.
- This can be charged as a stand alone function.

053 Remove Service – Add or Exchange Filter

Description:

- 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.

NOTE:

- 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:

- For use on work orders where a filter is specified to change service level at that residence.

055 Remove Service – Shaw Internet

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 competitors' equipment.
- This can also be charged as a stand alone function.

Disconnect Primary

Description:

060

- 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.

NOTE:

- Only one occurrence of this task code may be used on a work order.

Application:

- 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

Description:

- All disconnects are to be performed at the tap.
- Attach locking terminator to tap.
- Reattach drop end to bottom of locking terminator.

NOTE:

- Only one occurrence of this task code may be used on a work order.

Application:

- 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.

Non-Pay Disconnect Primary

Description:

070

- 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.

NOTE:

- Only one occurrence of this task code may be used on a work order.

Application:

- 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.

Non-Pay Disconnect at Pole or Pedestal

Description:

- All disconnects are to be performed at the tap.
- Attach locking terminator to tap.
- Reattach drop end to bottom of locking terminator.

NOTE:

071

- Only one occurrence of this task code may be used on a work order.
- Ensure cable service is secure from tampering.

Application:

- For use on work orders where an existing 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

Description:

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

Application:

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

241 Install of Wiring (15 Min. Increments)

Description:

- Install all wiring including drop.

NOTE:

- Must Include Time In and Time Out on Work Order.

270 Upgrade / Replace CSE

Description:

• 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:

- 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 plate.
- Mount wall plate.

NOTE:

- 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 subscribers equipment.

Application:

- 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.

Completion of Prewire – Extra Outlet 272 Description: 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 plate. Mount wall plate. NOTE: 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 subscribers' equipment. Application: 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.

Install Co-located Outlet 274

Description:

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

Install Ground Block

Description:

275

276 Install Drop AMP

Description:

Remove Drop Amp

Description:

277

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 hot, 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

- 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 upgraded to another tier, claim the sale <u>and</u> necessary filter activity.
- If the customer is cold and is upgraded to another tier, claim the sale but <u>cannot</u> claim filter activity.

339 Sale of Discretionary Tier (s) (Unfiltered)

Description:

- 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:

- 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

- 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:

- 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:

• 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:

- Miscellaneous code including: delivering and swapping power cords/remote controls, customer training, and installing, configuring and wiring A/B switches.

NOTE:

Only one occurrence of this task code may be used on a work order.

511 Non-pay Collection

Description:

- Collecting money as instructed on work order.

520

Collect Administration Fee

Description:

- 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 for credit card payments. Credit card authorization must be written on work order.

Database Correction

Description:

521

- TFR confirms that there is an error in Shaw's database and notes 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:
 - incorrect phone number, name and/or postal code
 - key info
 - number of outlets prewired

522 Office Verification

- A TFR is routed a work order to verify if an address is hot 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:

- 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:

- For use on any work order where the TFR has traveled 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.

553 Meeting / Training (15 Min. Increments)

Description:

- This task/rate includes attendance at departmental meetings and training sessions at 15-minute increments.
- For example, a 1-hour meeting would be four units of this rate.
- <u>Assigned</u> office or classroom work requiring an hourly rate.
- Note: Ride along /field training will be paid at the hourly wiring rate.
- Meetings exceeding 1 hour in length will be paid at the hourly wiring rate.

Vehicle Allowance

Description:

800

- 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.
- Note: The company agrees to increase the code 800 to \$2.75 upon ratification with any % increase applied to the rate throughout the life of the agreement.
- <u>If the City of Abbotsford joins the GVRD (legally recognized as Metro Vancouver) during</u> the life of the collective agreement, that rate shall increase to \$3.00 with any % increases applied to the rate throughout the life of the agreement.

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.

811 Trace and Tag

Description:

- For the act of physically toning out and correctly re – tagging lines that were inaccurately connected or labeled in the CSE or Panel.

Application:

- Only one occurrence of this task may be used on a work order.

812 Fitting Replacement

Description:

- For use when fittings are determined to be substandard and would interfere with picture/signal quality.

Application:

- Only one occurrence of this task may be used on a work order.

813 Waiting in line for Warehouse

Description:

- For use when waiting in line for more than five minutes for warehouse.

Application:

- First code applied at 5 minutes with additional codes starting at 15 minutes then at 15 minute increments.

814 Waiting for Field Support

Description:

- For use when holding for more than five minutes for field support.

Application:

- First code applied at 5 minutes with additional codes starting at 15 minutes then at 15 minute increments.

815 Cellular Phone Allowance

Description:

- For use bi-weekly to offset cellular expenses.

Application:

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

Shaw Digital Phone

6	Installation of Shaw Digital Phone Terminal – 41.27
Description:	
-	Install and connect the Digital Phone Terminal (DPT) and power supply with mounting bracket and/or enclosure.
-	Install and connect the transition block to RJ – 11 jumper and CAT3 Line. 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). If existing telephone jack is used, includes connection of CAT3 line to the jack, and/or upgrade
_	of wall plate or jack to facilitate connection of CAT3. Remove all existing telephone lines at distribution point from Telco drop/demark and
	reconnect (bean) with backfed or newly-wired CAT3 line to DPT.
-	Check and record levels at the CSE/panel and the DPT (channels 3, 70, 90). Includes reconnection or CPW of any existing coaxial or CAT3 wire from CSE to DPT location only.
-	Perform the following phone calls to provision and test the DPT. 1. A modern provisioning call made from the TFR's cell phone.
	2. A call made on the TFR's cell phone to "push to the switch".
	 A call made to "port" the number using butt set connected to DPT. A call made to provisioning team to confirm outbound traffic using the DPT.
	 Receive a call back from provisioning team to ensure inbound traffic on DPT. A call to the alarm company to advise change of customer to SDP service (typically performed by Customer).
-	If the aggregate of the provisioning phone calls exceed 15 minutes, then the 814 code will charged with the first claim at 20 minutes and additional claims every 15 minutes thereafter.
-	Disconnect Telco feed (If disconnection of Telco feed takes greater than ten minutes, this time should be added to the aggregate wiring time and not coded separately.) Note: Typically, the Telco line is disconnected as part of integrating the DPT dial tone with inside wire or during Enterphone integration.
-	Check all connected phone jacks for dial tone and polarity. (Faults revealed during tone checks shall be repaired provided the repair can be completed behind the wall plate or at distribution point. Technicians may claim one code 710 for each faulty phone jack identified and repaired
-	in this manner). Must include "time in" and "time out" on work orders.
-	Includes placement of SDP tag (white) in panel or CSE (most logical disconnect point).
	assist voicemail set-up/PIN, collect promotional card).
-	All other wiring to be done at regular wiring rate.
-	Code may be used for SDP installations where the DPT is left from a previous customer.
	Carry out administrative tasks (paperwork such as terms of use, port authorization form, assist voicemail set-up/PIN, collect promotional card). Includes installation of proper filter if necessary (SDP telephone filter only).

SDP Pole/Pedestal Work – \$6.73

Description:

615

- 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 tracing and tagging of drop if necessary.

620 Second Phone Number Installation – \$14.28

- 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 DPT. 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 dial tone, 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.

641 Telephone Wiring – \$7.11 per 15 minutes (existing wiring code)

Description:

- Installation of telephone wire for telephone jacks or backfeeding dial tone to inside wire distribution point.
- Installation of coaxial wiring for DPT.
- Includes confirmation of dial tone 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 wall plate connection or installation.
- Paid in 15-minute increments.
- Must include time in and time out on work order.

Remove Service – SDP - \$7.96

Description:

650

- Disconnect DPT, Power Supply, coax cable, jumper line and remove white SDP tag.
- 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.
- Ensure all remaining cable outlets are working.

710 Connect Prewired Outlet/Wall Plate Repair – 6.73

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 dial tone 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 – \$15.71 Description: Determine (tone) the correct spare pair of telephone wires to backfeed dial tone 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 dial tone 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.

Other issues:

- Customer service is included in all task code/rates. For example: billing questions.
- Must have time in/outs on all work orders and commission sheets.

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

345 High Speed Internet Cold Sale

- TFR sell High Speed Internet. Payable upon confirmation of installation and billing.
- This code is permitted when a technician has saved a cancellation.

363 Full Cable Sale to New Customer

Description:

- TFR sells Full Cable Sale to a new customer.

540 DCT Sale

Description:

- TFR sell DCT to customer and payment (cheque, visa or money order) is collected in full.
- TFR must ensure money is collected in the envelope provided by Shaw with note on work order and commission sheet.

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