

To OTTAWA

(326-3-2107)

AGREEMENT

THIS AGREEMENT, made and entered into this . . . day of, A. D., 19 . . .

BETWEEN

Show Cables (B.C.) Ltd.
ALBERNI CABLE TELEVISION LIMITED
Party of the First Part,

SOURCE	<i>Comp.</i>		
EFF.	01	01	82
TERM.	31	12	84
No. OF EMPLOYEES			
NOMBRE D'EMPLOYES	4		

(hereinafter referred to as the Employer)

AND

LOCAL UNION 230,
INTERNATIONAL BROTHERHOOD of ELECTRICAL WORKERS
its successors or assigns,
Party of the Second Part,

(hereinafter referred to as the Union)

It is the intent and purpose of the parties to this Agreement to provide orderly collective bargaining; to facilitate the peaceful adjustment of all disputes and grievances and to provide cooperation between the parties in order that high productivity and the fullest possible employment may be obtained for the mutual benefit of both parties.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties have agreed as follows:

The Agreement is to cover all work normally associated with the construction, maintenance and repair of antennas, amplifiers, cable and associated equipment required for the reception, amplification and distribution of received television and F. M. signals. This Agreement shall also apply to the maintenance of grounds, buildings, trucks and related equipment, but shall be limited to duties of a minor nature in this respect.

This Agreement shall continue in full force and effect from January 1st, 1982, through December 31st, 1984, and thereafter unless notice in writing is given ninety (90) days, but not less than sixty (60) days, prior to the expiry date of this Agreement. Every effort will be made to complete negotiations for a new agreement prior to the expiry date.

Rates of pay and classifications of employees will be as described in Appendix "A" attached to this Agreement.

The Employer recognizes the Union as the bargaining representative for its employees who are covered by this Agreement.

ARTICLE I

SECTION 1

All employees covered by this Agreement shall, if not already members of the **IBEW**, make immediate application for membership and assignment of dues and, if acceptable, shall become and remain members of ~~that~~ organization while employed under this Agreement.

SECTION 2

The Employer further agrees that only members of 'good standing with **IBEW** shall be employed by the Employer on the above duties and works, save and **except** those cases where it is deemed necessary to engage temporary technical or engineering assistance and where *the* system is installed on existing utility facilities by the utility employees (**i. e., BCH & PA & BCT**). This will also not be required when equipment is repaired by the manufacturer or that of his representative.

SECTION 3

The Employer shall **not** discriminate against any person in regard to that person's race, national origin, colour, creed or religion, nor because the **person has** made a complaint or given information with respect to an alleged **failure** to comply with the provision of this clause.

SECTION 4

The Local Union 230 is a part of the International Brotherhood of Electrical Workers; and **any** violation or annulment of working rules or agreements of any other Local Union of the **IBEW** or the subletting, assigning or the transfer of any work in connection with electrical work to **any** person, firm or corporation not fair to the **IBEW**, or the employment of other than **IBEW** members, workman in good standing with the **IBEW**, on any electrical work in the jurisdiction of this or any other such Local Union by the Employer, except as provided for in Article I, Section 2, of this Agreement, shall be sufficient cause for cancellation of this Agreement after the facts have been submitted.

SECTION 5

The Business Manager shall appoint a Steward at any shop or job where workmen are employed under the terms of this Agreement; and the Employer shall be notified of such appointment. Such Steward shall be given reasonable time to see that the terms and conditions of this Agreement and working rules are observed on the job or at the shop where he is employed. Under no circumstances shall the Employer

ARTICLE I
(continued)

SECTION 5 (continued)

discriminate against any steward because of his faithful performance of duties as such.

SECTION 6

The Union reserves the right to discipline its members for any violation of its laws, rules and agreements.

SECTION 7

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

SECTION 8

No provision in this Agreement shall be used to remove working conditions **or reduce** wages presently in force, but this shall not be construed **to** be a guarantee of work.

ARTICLE II

GRIEVANCE PROCEDURE

SECTION 1

Any differences arising between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including **any** difference arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided:

Stage 1: The employee involved, preferably with the **Shop** Steward, will first take **up** the matter with his foreman or **super-**visor directly in charge of the work.

Stage 2: Failing resolution at Stage 1, Union representatives and the Employer's representatives will discuss and, if possible, settle the matter.

Stage 3: Failing resolution at Stage 2 within three **(3)** days, the Grievance shall be set out in writing by the grieving party and referred to the other party, and they shall forthwith confer upon the matter.

ARTICLE II

GRIEVANCE PROCEDURE

(continued]

Stage 4: Failing resolution at Stage 3 within seven (7) days or such longer time as the parties agree to, then it shall be referred to an arbitration board of three (3) persons, as follows:

- (i) The party desiring arbitration shall appoint a member for the board, and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
- (ii) The party receiving the notice shall, within five (5) days thereafter, appoint a member for the board, and notify the other party of its appointment.
- (iii) The two (2) arbitrators so appointed shall confer to select a third person to be chairman; and, failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the ~~Federal~~ Minister of Labour to appoint such third member.

The arbitration board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the chairman, provided the time may be extended by agreement of the parties. The board shall deliver its award in writing to each of the parties; and the award of a majority of the board shall be the award of the board, and shall be final and binding upon the parties; and they shall carry it out forthwith.

Bach party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointee to the board and one-half (½) the compensation and expenses of the chairman and of stenographic and other expenses of the arbitration board.

SECTION 2

It is herein understood and agreed that there shall be no stoppage of work in the event of a jurisdictional dispute. All matters appertaining to jurisdiction shall be resolved as determined under the British Columbia Labour Code.

ARTICLE III

HOURS of WORK, CALL OUT, OVERTIME

SECTION 1

Seven and one-half ($7\frac{1}{2}$) hours shall constitute a work day, between the hours of 8:30 a. m. and 4:30 p. m., with one-half ($\frac{1}{2}$) hour lunch break. The working week will be thirty-seven and one-half ($37\frac{1}{2}$) hours, and will constitute any five (5) consecutive days, Monday through Saturday.

SECTION 2

All work performed before or after regular shift hours shall be considered overtime and paid for at overtime rates. All overtime is to be calculated to the nearest one-quarter ($\frac{1}{4}$) hour, providing fifty per cent (50%) of the quarter hour is worked; e. g., 10 minutes = $\frac{1}{4}$ hour - 20 minutes = $\frac{1}{2}$ hour.

SECTION 3

The rate of pay for overtime shall be two hundred per cent (200%) of the prevailing rate.

SECTION 4

Double (2x) time shall be paid for all work on days off, as provided for in Article III, Section 1.

SECTION 5

The minimum time paid for any call-out during off-scheduled hours shall be two (2) hours at double time. Call out time shall be calculated from the time the employee leaves the Employer's headquarters until he returns to the same place.

SECTION 6 - Standby Service

Where the needs of the service require that employees be available to perform emergency work during off-scheduled hours, the Employer may assign employees to Standby Duty.

During the assigned period, the employee shall notify his headquarters where he can be readily contacted. Standby Duty will be equitably assigned to available employees. Where employees are assigned to Standby Duty, they shall be paid three (3) hours at straight time for each working day and six (6) hours at straight time for each non-working day. Calls to duty shall be paid for at the prevailing overtime rate in addition to the remuneration for Standby Duty.

ARTICLE III

HOURS of WORK, CALL OUT, OVERTIME

(continued)

SECTION 7 - Vacation Overtime

- (a) The Employer shall schedule time off in lieu of fifty per cent (50%) of all overtime pay earned.
- (b) The employee may, at any time, by giving normal notice to the Employer, take time off which he has earned. Normal notice shall be defined as 08:30 hours the preceding day. V. O. days off shall be approved by the Employer and, subject to staffing requirements, shall not be unreasonably withheld.
- (c) The Employer shall have the right to schedule V. O. days off back to five (5) days when an employee has accumulated eleven (11) or more days off.
- (d) An employee who has commenced a period of V. O. time off and who is called back to work shall be paid at two hundred per cent (200%) of his normal rate for the remainder of such period of V. O. time off; and the remaining portion of the scheduled time off shall remain to his credit as V. O.

ARTICLE IV

VACATIONS

SECTION 1 - Statutory Holidays

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

New Year's Day	Heritage Day	Good Friday
Easter Monday	(third (3rd) Monday in February)	Victoria Day
Dominion Day	British Columbia Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day,		

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

Employees will be given one-half (½) day on Christmas Eve and on New Year's Eve when these fall on a working day and no emergency condition exists. (The emergency condition will be designated by the shop steward.)

All time worked on such statutory holidays as listed above shall be considered as overtime, and shall be paid the double (2x) rate in addition to regular statutory holiday pay.

It is agreed that, when a holiday falls on a scheduled weekend, another day will be granted, precise time to be at the discretion of the Employer, with preference being given to granting a long weekend.

ARTICLE IV

VACATIONS

(continued)

SECTION 1 - Statutory Holidays (continued)

Full-time employees who are laid off within six (6) working days (excepting employees subject to dismissal through cause) prior to a statutory holiday occurring shall be entitled to such statutory holiday with pay. Full-time employees who are absent shall be entitled to such statutory holiday with pay provided they are absent for a reason of illness, accident or leave-of-absence.

SECTION 2 - Annual Holidays

(a) Earned vacations:

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

ARTICLE V

GENERAL

SECTION 1

In the event of layoff or rehire, seniority and ability shall be the governing factors.

SECTION 2

when computing length of service to determine seniority or for vacation purposes, lost time due to sickness or accident shall be counted as time worked.

ARTICLE V

GENERAL

(Continued)

SECTION 3

The basic tools of the trade, worn out or broken through reasonable wear and tear or if unavoidably lost in the service of the Employer, will be replaced at the Employer's expense.

The Employer will provide safety rubber cloves when required, hard hats and safety equipment and protective clothing in the form of rain gear.

SECTION 4

- (a) The parties to this Agreement hereby agree to the classification of the employees affected by this Agreement as defined in Appendix "A" which forms part of this Agreement.
- (b) Future technicians will be classified when they have passed a qualification examination and have been admitted to the status of Electronic - CATV Technician.

SECTION 5

Employees covered by this Agreement shall be allowed two (2) fifteen (15) minute rest periods per shift, one in the first half of the shift and one in the second half.

SECTION 6

- (a) The Employer and the Union hereby declare their intent to conduct a safe operation. Working practices shall be governed by the regulations of the Dominion of Canada and Province of British Columbia and safety practices mutually established by the Employer and the Union.
- (b) A minimum crew of two (2) employees shall be required to undertake work on poles, towers, etc., during darkness hours.
- (c) The parties to this Agreement agree to establish a Safety Committee which will meet no less than once per month during regular working hours. The parties shall appoint a representative to this Committee.

SECTION 7

Except as otherwise mutually agreed between the parties, all employees covered by this Agreement shall be paid not less frequently than on every other Thursday all wages earned by such employee up to and including the previous Friday.

ARTICLE V

GENERAL

(continued)

SECTION 8 - High Time

- (a) 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 (2 x) time for a minimum of one (1) hour for any time or occasion spent above this height. Utility poles with cable distribution on them are excluded from this clause.
- (b) All employees working from a scaffold above the height of forty (40) feet from ground level (Roof shall constitute "ground".) shall be paid a minimum of one (1) hour at double (2 x) time in any one day that an employee works high time, or accumulated time spent above this height, whichever is greater.

SECTION 9 - Jury Duty

Leave-of-absence with pay will be granted to an employee called for jury duty or to appear in court in the interest of the Employer. Any compensation received for this service from the court will be turned over to the Employer. In addition, a leave-of-absence with pay will be granted to an employee 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 services will be turned over to the Employer.

SECTION 10 - Workers' Compensation Board Supplement

In the event that an employee is receiving Workers' Compensation benefits, the Employer shall pay the difference between such benefits and eighty-five per cent (85%) of the employee's normal week's wages. This supplement shall be payable to the employee for all time he is receiving Workers' Compensation Board benefits to a maximum of ninety (90) days in any one (1) calendar year.

SECTION 11 - Bereavement Pay

In the event of death in the family of an employee, compassionate leave with pay of three (3) days will be granted by the Employer. If the death requires the employee to travel outside of the Province, compassionate leave with pay of five (5) days will be granted. "Family" is to be defined as mother, father, stepmother, stepfather, sister, brother, stepsister, stepbrother, husband, wife, mother-in-law, father-in-law, grandparents and the employee's child or children. A blood relative living under the same roof

ARTICLE V

GENERAL

(continued)

SECTION 11 - Bereavement Pay (continued)

as the employee shall be considered as immediate family.

SECTION 12

All employees covered by this Agreement are to receive free Alberni Cable Television Service as of January 1st, 1975.

SECTION 13

Employee8 completing any work-related course authorized by the Employer will be rebated the total cost of the course.

SECTION 14 - Apprentices

While it is the objective of the Union and the Employer to establish a ratio of apprentices to journeymen not exceeding one (1) apprentice for each two (2) journeymen, this ratio is subject to review by the Employer and the Union.'

Future technicians cannot be classified until they have met standards or equivalent set by the Apprentice Branch of the Department of Labour.

While attending an approved vocational school, the apprentice shall receive from his Employer an allowance comprised of the difference between his regular straight-time rate and any allowance granted by the appropriate Government authorities.

Apprentices shall be given every opportunity and be engaged in diversified training in order that they become competent, qualified tradesmen. The apprentice rate of pay will be governed as outlined in Appendix "A" attached to this Agreement.

ARTICLE VI

SICK LEAVE, WELFARE, PENSION

SECTION 1

The employer shall contribute an amount equal to three and three-tenths per cent (3.3%) of each employee's gross straight-time earnings (statutory and annual vacation included), based on a minimum of one thousand nine hundred fifty (1,950) hours yearly, to a bank account which will be established for each employee. This bank account will be in the name of the

ARTICLE VI

SICK LEAVE. WELFARE, PENSION

(continued)

SECTION 1 (continued)

employee. Each employee shall have all sick leave credits earned up to December 31st, 1974, converted to cash, and deposited in this bank account.

SECTION 2

(a) Health and Welfare

The Employer will maintain agreements providing the following benefits:

Group Life Insurance: \$50,000.00, and
\$50,000.00 off-job accidental
death or dismemberment (em-
ployee);
\$5,000.00 (spouse);
\$2,500.00 (each child)

Sickness and Non-occupational Accident Insurance:
\$300.00 per week on a 1-4-26 basis;

B. C. Medical Services Plan and Extended Health
Benefits covering employees and their eligible
dependents.

Total premium costs for the coverage as Listed above will be paid by the Employer.

(b) Pension Plan

Effective January 1st, 1973, the Employer and the employees will each contribute an amount equal to three per cent (3%) of the employees' gross earnings towards a Pension Plan. Pension funds will be administered by a Joint Employer - Union Committee.

(c): The Employer agrees to reimburse the employee the total amount of dental fees for services rendered to himself and his dependents to a maximum of six hundred dollars (\$600.00) in any one calendar year.

ARTICLE VII

MANAGEMENT RIGHTS

SECTION 1

(a) The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, lay off or suspend employees; to discipline by discharge or other-

ARTICLE VII

MANAGEMENT RIGHTS

(continued)

SECTION 1 (continued)

(a) (continued]

wise any employee for proper cause; to direct, schedule and/or supervise employees; and to require observance with reasonable working rules and regulations respecting the conduct of employees during working hours, and the security of the Employer's operations, plant, buildings, tools and equipment, subject to the other Articles of this Agreement and the laws of the Canada Labour Code.

(b) The Union further acknowledges that the Employer's Manager-Technician shall have the right to perform such works on the Employer's plant and equipment as he may, in his sole discretion, deem necessary, but not occupy more than fifty per cent (50%) of his time.

(c) The Manager-Technician shall have the right to work at outside duties normally performed by the employees classified as General Construction, Installation and Maintenance, but not to occupy more than twenty-five per cent (25%) of his time,

IN WITNESS WHEREOF the parties hereto have hereunder affixed their hands this day of ,
A. D., 19

Signed on behalf of

Signed on behalf of

ALBERNI CABLE TELEVISION LIMITED

LOCAL UNION 230,
INTERNATIONAL BROTHERHOOD
of
ELECTRICAL WORKERS

APPENDIX "A"

WAGE RATES

SECTION 1

Chief Technician - Effective May 31st, 1980 - 105% of
Journeyman's rate
(Required to supervise up to 8 other
employees.)
(Supervision of 9 or more requires
payment of Foreman's rate of 110%
of Journeyman's rate.)

SECTION 2

Journeyman wage scale, January 1st, 1982, to December
31st, 1982

\$18.10 per hour

Journeyman wage scale, January 1st, 1983, to December
31st, 1983

\$20.10 per hour

Journeyman wage scale, January 1st, 1984, to December
31st, 1984

\$22.31 per hour

COLA - Should the CPI, Vancouver (1971 = 100)
for January through December, 1982, be
in excess of 11%, the difference will
be added to the January 1st, 1983, wage
rates; effective retroactively to the
first full pay period on or after Janu-
ary 1st, 1983.

Should the CPI, Vancouver (1971 = 100)
for January through December, 1983, be
in excess of 11%, the difference will
be added to the January 1st, 1984, wage
rates; effective retroactively to the
first full pay period on or after Janu-
ary 1st, 1984.

All increases calculated in accordance with these provi-
sions will be rounded to the nearest full cent per hour.

Installer - Constructor

First six (6) months of employment:
75% of Journeyman's rate

After six (6) months of employment:
85% of Journeyman's rate

Effective May 1st, 1980: 88% of Journeyman's rate

Apprentice Technicians

1st six months	60%	of Technician's rate'
2nd six months	65%	■ a
3rd six months	70%	" "
4th six months	75%	■ n
5th six months	80%	" n
6th six months	85%	" n
7th six months	90%	" n
8th six months	95%	" "

LETTER of UNDERSTANDING

It is understood and agreed that, should JIM FISHER become an indentured apprentice, there will be no reduction in his rats.

(Signed)

.....
for the Employer

.....
for the Union

DLC/kab

oteu 15

1/6/82

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