

Collective Agreement

between

Shaw)

SHAW COMMUNICATIONS (White Rock)
(hereinafter referred to as the “Company”)

and

IBEW 213

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

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THIS AGREEMENT made and entered into this 15th day of August, 2016

BETWEEN:

SHAW CABLE (WHITE ROCK)
(Hereinafter referred to as the “Company”)

OF THE FIRST PART

AND

**LOCAL 213 OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**
(Hereinafter referred to as the “Union”)

OF THE SECOND PART

A. PURPOSE OF AGREEMENT

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

B. EFFECTIVE DATES

Except where otherwise expressly provided herein, the terms and conditions of this Agreement shall become effective on the 24th day of March, 2016 and shall continue in full force and effect until Midnight on the 23rd day of March, 2019, and thereafter they shall continue in full force and effect from year to year, unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party to the other party pursuant to this Article.

C. NEW AGREEMENT

- (a) Either party to this Agreement may, not more than four (4) months prior to the 23rd of March, 2019, or any subsequent anniversary of that date, present to the other party, in writing, notice of intent to commence collective bargaining for the purpose of renewing or revising the Agreement or entering into a new Agreement.
- (b) During the period of negotiations for a new Agreement, the provisions of Section 50 (b) of the *Canada Labour Code* shall be in effect.

D. TERMS USED IN AGREEMENT

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

ARTICLE 1 – NON-DISCRIMINATION

1.01 (a) Non-Discrimination

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

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

(b) Equal Pay for Equal Work

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

ARTICLE 2 – SCOPE AND RECOGNITION

BARGAINING AGENT

2.01 Exclusive Agent

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

2.02 Payroll Inspection

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

2.03 Non-Union Workmen

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

2.04 **Union Activity**

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

2.05 **Union Discipline**

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

2.06 **Removal of Conditions**

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

2.07 **Employee Discipline**

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

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

2.08 **Work Jurisdiction: Technical Employees**

(a) **Purpose**

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

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

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

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

(i) The physical hybrid fiber-coax (HFC) system carrying C.A.T.V. signals to customers' premises which is owned or controlled, directly or indirectly, by the Company, from the point where these signals are received, through the distribution system, to and including multiple outlet splitters and wall plates within customer's premises.

- (ii) This includes all integral C.A.T.V. signal antenna receiving components, wave guides, signal processing components, satellite receivers, two way components in the system, head-end encoders, primary (trunk) cable, secondary and drop cable, and active and passive devices on the signal path.

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

- (i) Except as qualified herein and in the Appendices, Technical Employees shall have exclusive jurisdiction for the purposes of technical work to perform construction, installation, repair, service and maintenance work on the Company's C.A.T.V. System.
- (ii) In addition, Technical Employees shall be assigned to install in the customers' homes the following stand-alone devices: converters, Internet modems (excluding Network Interface Cards), and pay t.v. devices, where such installations are coincident with connection or service work.
- (iii) The following work shall not be within the exclusive work jurisdiction of the Technical Employees:
 1. installation, maintenance, service and repair of equipment on the C.A.T.V. System before the signals enter the HFC distribution system, or in primary hubs, in emergencies, or when competent Technical Employees are not readily available;
 2. design integration activities before the signals enter the HFC distribution system, or in primary hubs;
 3. installation, warranty maintenance, and service for two (2) years after the completion of the installation, before the signals enter the HFC distribution system, or in primary hubs, of equipment and/or products not existing on the Company's C.A.T.V. System as of the date this Collective Agreement is signed;
 4. installation, warranty maintenance, and service for two (2) years after the completion of the installation, before the signals enter the HFC distribution system, or in primary hubs, of components and/or equipment that increases the breadth and/or quality of the services provided on the Company's C.A.T.V. System;
 5. installation, maintenance, service and repair of equipment owned or controlled by a third party, or providing products and/or services of a third party;
 6. installation, application, maintenance and/or use of computers and software applications, monitoring or control systems;

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7. the SONET network and/or equipment before the signals enter the HFC distribution system in primary hubs;
8. telephony network and/or equipment with the exception of equipment that is part of the HFC system from the point where the signals enter the HFC system to the wall plates in customers' homes, if the purpose of such equipment is to provide both C.A.T.V. and telephony services; and
9. security services and/or equipment.

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

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

(d) **Excluded and Discretionary Jurisdiction**

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

Further, at its discretion, the Company may use:

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

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

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

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

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

2.09 Protection of Certification

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

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

2.10 Legal Picket Lines

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

2.11 Union Dues Check-Off

- (a) **Notice of Employment**
The Company shall forward the names of all new employees affected by this Agreement to the Secretary of the Union within one (1) week of such employees beginning work, and agrees to deduct an amount equal to the prevailing Brotherhood dues from such employee's pay cheques on their first full pay period and thereafter.
- (b) The Company agrees further to deduct from the employees' pay cheques, any lawful assessments which may be made against any member of the Union, except that the Company can refuse to make such deductions if they are contrary to the interests of the Company.

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

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 (a) The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers, and authority the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Company, and remain without limitation in the Rights of Management, which rights are not subject to the grievance procedure and/or arbitration.

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

3.02 Settlement without Stoppage of Work

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

3.03 Requirement for Valid Driver's License

- (a) For those employees who are required to drive in the performance of their job functions, it shall be a condition of employment that they have a valid B.C. Driver's License.
- (b) In the event that an employee's Driver's License is suspended, every reasonable effort will be made to reassign the employee to work which does not necessitate the operation of a motor vehicle. Where such a reassignment is impractical, or an alternate job is not available, the Company may suspend the employee until his Driver's License is restored or such reassignment or alternate job is available.
- (c) When an employee's license is revoked, he shall immediately inform the Employer. Failure to do so may result in disciplinary action.
- (d) All Employees shall, at the request of the Company, execute all the necessary documents to enable the Company to obtain driver's license abstracts from the Superintendent of Motor Vehicles.
- (e) An employee driving without a valid British Columbia Driver's License may, at the discretion of the Company, face disciplinary action, up to and including termination.

- (f) The employee will be responsible for all fines for driving (moving) violations and municipal parking violations. If, in the opinion of the Company, there is a reasonable explanation for such fines and payments, the Company will reimburse the employee.

3.04 **Absence without Leave**

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

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

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

ARTICLE 4 – UNION SECURITY

4.01 (a) **Union Membership**

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

(b) **Probationary Period**

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

(c) **Trial Period**

- (i) An employee in the bargaining unit appointed to a new position under this article shall serve a 120 work day trial period. An employee in the bargaining unit appointed to a new position in the same classification within the same Company will not be required to serve a trial period.
- (ii) If an employee is absent from work for any reason for more than five (5) work days during the period, the trial period shall be extended by the total number of days of absence.

- (iii) Upon successful completion of the trial period, the employee shall be confirmed in the position.
- (iv) In the event that the employee proves unsatisfactory during the trial period, he shall be returned to his former position. Any other employee appointed to a new position because of (i) above shall also be returned to his former position, or, if newly hired, dismissed.

4.02 Union Clearance

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

4.03 I.B.E.W. Jurisdiction

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

ARTICLE 5 – UNION STEWARDS

5.01 Number of Stewards

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

5.02 Responsibility of Stewards

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

Time Away From Work

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

Proper Business

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

5.03 Steward Work Area

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

5.04 Persons Authorized to Represent the Parties

(a) Union List

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

(b) Company List

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

ARTICLE 6 – SENIORITY

6.01 (a) Company Seniority

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

Computing Time

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

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

(b) **Seniority Date**

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

(c) **Annual Vacation**

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

(d) **Layoff and Recall**

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

6.02 Loss of Seniority

An employee will forfeit his seniority for the following reasons:

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

6.03 Seniority Lists

(a) **Date and Information**

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

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

(b) **Length of Posting**

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

(c) **Union Copy**

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

6.04 **Supplementary Seniority Information**

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

6.05 **Seniority Retention**

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

6.06 **Layoffs and Recalls**

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

- (i) When there is a reduction in the work force, the Company will first terminate the services of any of the Union's members provided to the Company on an as required basis through outside Contractors. Should further reductions in the work force occur, the most junior employee(s) in the job classification being reduced shall be laid off first. However, prior to layoff, an employee who either has worked in another job classification or is deemed by the Union and the Company to be able to perform other available work, has the right to replace a more junior employee in these job classifications. This process shall continue until the most junior employee is laid off.
- (ii) For all employees hired after March 24, 2009 there will be a single seniority list for the purpose of layoff and recall. This list will include all job classifications. For employees hired prior to March 24, 2009 there will be two separate seniority lists for the purpose of layoff and recall. One list will include TFRs and the second list will include journeymen, apprentices and installers. Journeymen, apprentices, and installers hired before March 24, 2009 will not be laid off if any TFRs or Contractors are working in the White Rock IBEW certification.

Layoff Notice

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

(b) Recalls

(i) Order of Recall

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

(ii) Employee Obligation

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

(iii) Recall Notification

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

(iv) Time to Report

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

(v) Interim Recall

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

6.07 Employee Rotations

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

(b) Rotation List

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

6.08 Promotions to Foremen

- (a) **Selection**

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

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

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

Temporary foreman positions due to unscheduled absences need not be posted.
- (e) **Foreman Qualifications**

Ability, efficiency, qualifications, and length of service with the Employer will be considered when appointing Foremen. However, the Employer is not required to appoint the senior applicant.
- (f) **Foreman Trial Period**

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

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

6.09 Seniority Portability

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

6.10 Reassignment

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

ARTICLE 7 – DUTIES AND DEFINITIONS OF EMPLOYEES

7.01 Foreman

Definition

A Foreman shall be a member of the Union.

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

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

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

Responsibilities of the Foreman:

A foreman's responsibilities to include the following:

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

7.02 "A" Foreman

(a) **Minimum in Company**

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

(b) **Foreman Replacement**

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

(c) **Working With Tools**

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

7.03 "B" Foreman

(a) **Number Required**

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

(b) **Working With Tools**

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

(c) **Maximum Supervised**

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

(d) **Foreman Replacement**

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

7.04 **Wage Rates for Foremen**

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

7.05 **Journeyman Broadband Network Technician (formerly C.A.T.V. Technician)**

A worker who has successfully completed his apprenticeship training program to the satisfaction of the Joint Training Committee or passed the qualification exam is entitled to Journeyman status. The Company will encourage all apprentices to challenge the certificate of qualification exam and will provide paid time off to write the exam once.

7.06 **Apprentice Broadband Network Technician (formerly C.A.T.V. Technician)**

A worker who is serving an apprenticeship to become a Journeyman Broadband Network Technician, but who has not yet qualified as a Journeyman Broadband Network Technician.

7.07 **Installer**

A worker who is able to perform connection, construction, installation and service work from the subscriber terminal up to and including the tap plate. The ability to change tap plate is restricted to IBEW Installers.

7.08 **Technical Field Representative**

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

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 **Definition of a Grievance**

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

8.02 Procedure

All grievances shall be dealt with in the following manner:

Step 1

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

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

Step 2

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

Step 3

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

8.03 Steward and Employee Involvement

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

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

8.04 Time Limits

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

8.05 Classification Grievance

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

8.06 Jurisdiction Grievances

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

8.07 Employer and Union Grievances

- (a) The Company or the Union can raise a grievance by way of informal discussion with their respective representatives, or by resorting directly to setting the grievance out in writing and presenting it within three (3) working days after the occurrence of the alleged grievance. If the grievance is a policy grievance, or a continuing issue, it shall be raised by either party within ten (10) days of the occurrence or of the Company or the Union becoming aware of the grievance.
- (b) The Employer and the Union shall immediately consider the written grievance and make an honest effort to resolve it. If agreement is not reached within five (5) working days from the time this step is initiated, the grievance may be referred to arbitration.

ARTICLE 9 – ARBITRATION

9.01 Arbitration Board

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

Discipline and Discharge Grievances

Notwithstanding the above, all discipline and discharge grievances shall be adjudicated by a single arbitrator selected from the following list in rotation in order of referral to arbitration.

Bob Pেকেles
David McPhillips
Jim Dorsey
John Hall

9.02 Chairman

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

9.03 Procedure

- (a) Prior to the date on which the Arbitration hearing is to commence, the Union and the Company shall confer and prepare a complete written statement of the facts which are relevant to the subject of the arbitration. This written statement shall also contain any matters of evidence upon which the parties are agreed. This written statement shall be presented to the Board of Arbitration on the opening of the hearing.
- (b) The Arbitration Board so constituted will determine its own procedure in accordance with applicable legislation, and shall give full opportunity to all parties to present evidence and make representation. The Board shall hear and determine the dispute or allegation and shall make every effort to render a decision within fourteen (14) days.

- (c) The Arbitration Board shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of the grievance referred to the Arbitration Board, but shall not have the jurisdiction and authority to alter or amend any of the provisions of the Agreement.

9.04 Arbitration Decision

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

9.05 Expenses of Arbitration

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

ARTICLE 10 – AUTOMATION – SEVERANCE PAY

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

ARTICLE 11 – IMPACT OF LEGISLATION

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

11.02 Applicable Labour Standards Legislation

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

ARTICLE 12 – LABOUR MANAGEMENT RELATIONS

- 12.01 (a) **Joint Consultations**
The Company and the Union recognize the mutual value of ongoing joint consultations in matters pertaining to working conditions, supervision, safety and labour management relations generally. To this end, Company representatives and the Union stewards who are employed by the Company may meet at such time and place as may be mutually agreed upon, for the purpose of discussing the application, interpretation, and possible violations of the Agreement and any other matters of mutual concern and benefit.
- (b) **Union Representative**
The Union may request permission from the Employer to have one (1) Union representative, other than a Steward, attend a labour-management meeting, and the Employer shall not unreasonably refuse such permission.

(c) **Maximum Meetings**

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

12.02 **No Changes to Agreement**

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

ARTICLE 13 – SAFETY

13.01 **Hydro Wires**

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

13.02 (a) **Safety Legislation**

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

(b) **Transportation**

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

(c) **Work Safety and Injury Report**

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

13.03 (a) **Hazardous Job**

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

(b) **Equipment Location**

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

(c) **Electrical Work**

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

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

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

13.04 **Hazard Pay**

(a) **Pole or Towers**

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

(b) **Scaffolds**

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

(c) **Hazardous Jobs**

The parties recognize and agree that in addition to the work situations detailed in paragraphs (a) and (b) above, there are other work situations from time to time which may be hazardous because of particular locations, conditions or circumstances. Where an employee reasonably considers a particular work situation to be hazardous, he shall report the situation to his Foreman. The Foreman, after consultation with his Supervisor, shall decide whether the particular work situation is hazardous.

(d) **Hazardous Work**

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

(e) **Occupational Safety & Health Regulations**

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

(f) **No Discipline**

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

13.05 Climbing Equipment

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

(b) All new employees required to climb shall, within a reasonable time, be provided formal training. Experienced employees will be provided re-training if required.

13.06 Truck Equipment

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

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

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

(b) **Aerial Ladder Vehicles**

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

(c) **Non-Aerial Vehicles**

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

(d) **Employee Responsibility**

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

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

13.07 **Aerial Ladder Inspections**

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

13.08 **Ladder Inspections**

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

13.09 **Vehicle Maintenance**

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

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

13.10 **Ladder and Lift Safety**

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

ARTICLE 14 – APPRENTICESHIPS

14.01 **Apprentice Selection**

- (a) A C.A.T.V. Training Program Committee shall be established. It shall include a representative of Local 213 of the I.B.E.W. The Committee shall be composed of equal representation from the Employer and the Employer's Technical Employees.

- (b) Consistent with its management rights, the selection and determination of apprenticeships shall be the sole discretion of the Employer.

14.02 **Apprentice and Journeyman Training**

- (a) (i) The Company will pay the registration fee for Apprentices enrolled in the National Radio Institute's (NRI's) correspondence course program entitled "Master Course in Video/Audio Servicing with hands-on Audio Training", or such other programs as the Company deems appropriate.
- (ii) In the event that the Apprentice does not successfully complete the first enrollment in the course, the Apprentice will reimburse the Company 50% of the registration/course cost.
- (iii) Apprentices shall complete the NRI course within two years of the receipt of the course materials or any other program within the time specified for the program. The Apprentice shall provide the Company with a program report every six months until the completion of the course.
- (iv) If an Apprentice fails to complete the course within the two year period, or is unsuccessful in attaining passing grades, the apprenticeship is terminated and the employee will revert to the installation category and be paid the current installer's rate.

- (b) **Provincially Sponsored School Attendance**

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

14.03 **Journeyman Supervision**

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

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

15.01 Regular Work Week

The regular work week shall be any four (4) or five (5) consecutive days, Sunday through Saturday, for a total regular work week of forty (40) working hours, subject to the applicable premiums where provided for in this Agreement.

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

15.02 Regular Work Day

(a) (i) Monday through Saturday

The regular work days which fall on Monday through Saturday shall consist of eight and one-half (8 ½) consecutive hours of scheduled time, made up of eight (8) hours of paid work time and one-half (1/2) hour of unpaid time for a lunch break.

(ii) Sunday

The regular work days which fall on Sunday shall consist of eight (8) consecutive hours of scheduled time, made up of seven and one-half (7 ½) hours of paid work time and one-half (1/2) hour of paid time for a lunch break.

(b) Scheduling

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

- (1) Construction Crews: 07:00 hours & 20:00 hours
- (2) All other Crews: 07:00 hours & 20:00 hours

(c) Premium

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

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

(d) Four Day Ten Hour Schedule

If the Company chooses and is able to find sufficient volunteers among the employees to work the four ten schedule, the Company can implement the ten hour schedule.

The four day ten hour schedule consists of ten and one-half (10 ½) consecutive hours scheduled time, made up of ten (10) hours of paid work time and one-half (1/2) hour of unpaid time for a lunch break and subject to the Sunday premium. The hours Monday through Friday will be scheduled as per Article 15.02(b). The hours for Saturday will be from 07:00 hours to 17:30 hours for Construction and Maintenance crews, 08:00 hours to 18:30 hours for all other crews. The hours for Sunday will be from 07:00 hours to 17:00 hours for Construction and Maintenance crews, 08:00 hours to 18:00 hours for all other crews.

Any employee who has volunteered to work a four ten schedule will give at least twenty one (21) calendar days written notice to the Company that he no longer wishes to work the four ten schedule.

Employees working the Four Tens schedule will be paid 10 hours for all statutory holidays for a total of 40 working hours per week. Subject to the terms outlined in Article 19.03.

15.03 Shift Work

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

(b) **Shift A – Afternoon Shift**

(i) **Shift Hours**

The afternoon shift consists of eight and one-half (8 ½) consecutive hours of scheduled time, made up of eight (8) hours of paid work time and one-half (1/2) hour of unpaid time for a lunch break. This shift shall be scheduled between 12:00 hours and 23:00 hours.

(ii) **Premium:** A premium of ten percent (10%) of the hourly rate (straight time) will be paid for all hours worked.

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

(c) **Shift B – Special Projects Shift**

(i) **Project Use**

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

(ii) **Hours of Shift**

The special projects shift consists of eight (8) consecutive hours of schedule time, made up of seven and one-half (7 ½) hours of paid work time and one-half (1/2) of paid time for a meal break.

(iii) **Usage**

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

(iv) **Notice**

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

(v) **Premium**

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

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

(d) **Shift C – Night Shift**

(i) The night shift consists of eight and one-half (8 ½) consecutive hours of scheduled time, starting on or after 23:00 hours and ending at or before 08:00 hours. The shift is made up of eight (8) hours of paid work time and one-half (1/2) hour of unpaid time for a lunch break.

(ii) A premium of fifteen percent (15%) of the hourly straight-time rate shall be paid for all hours worked.

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

15.04 Standby Time and Pay

(a) **Participation and Assignment**

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

(b) **Standby Pay**

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

- (c) **Standby Callout**
When an employee on standby is called out beyond the hours of his regular work day, the additional work time will be paid at overtime rates.
- (d) **Phone**
The Company shall supply a communications device to employees on standby.
- (e) **Availability During Standby**
Any employee on standby must attend at the reporting station if he needs a vehicle or, if not, at the outage location, within thirty (30) minutes of being called, or such other time as is reasonable.
- (f) **Loss of Standby Pay**
In the event that an employee fails to respond to a call within the required time during an assigned standby period, the employee shall forfeit his standby pay for that calendar day.

15.05 Overtime

- (a) Any time worked in excess of the scheduled hours in a day or in the regular work week shall be considered as overtime. Time worked on any Statutory Holiday or call-out shall also be considered as overtime.
- (b) **Payment of Overtime**
 - (i) All overtime shall be at 200% of the regular rate.
 - (ii) All overtime shall be calculated to the nearest one-quarter (1/4) hour.
 - (iii) Premiums paid for shift work shall not be included in the calculation of overtime pay.
- (c) **Overtime Meals**
When an employee is required to work more than two (2) hours beyond his regular work day, the Company will provide a hot meal at no cost to the employee, up to a maximum of sixteen dollars (\$16.00) (receipts to be submitted) plus a paid meal period of one-half (1/2) hour at the prevailing rate, and thereafter at four (4) hour intervals. Any unscheduled early morning start before regular starting time entitles the employee to a paid meal. The breakfast limit is thirteen dollars (\$13.00). An employee called out on overtime shall be paid for a meal as above after four (4) hours work.
- (d) **Overtime Rest**
An employee who has worked emergency overtime shall return to work after eight (8) hours rest, but only if he can do so by the mid-point of his scheduled work period. Whether or not he does return to work, he shall be paid not less than eight (8) hours at straight-time rates for that day.

(e) **Overtime Options**

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

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

15.06 Staffing and Schedules for Shift Work

(a) **Employees Assigned**

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

b) **Schedules**

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

(i) **Shift**

- 1. All employees shall participate.
- 2. Consideration shall be given to employees interested in static (non-rotating) shifts, provided there is agreement between the Company and the employee(s).
- 3. Rotation in two (2) week periods for all schedules and shifts.
- 4. Only employees agreed to by the Company and the Union will be exempt from the shift schedule.
- 5. Entitlement of employees to exchange shifts subject to approval.

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

(c) **Shift Posting**

- (i) Where possible, shift schedules shall be posted ten (10) working days in advance of the date on which they become effective.
- (ii) In the event that the shift schedule is not adhered to for reasons that are within the control of the Company, or schedules are not posted as outlined in (i) above, and an employee is assigned to shift coverage, then that employee shall be paid overtime for the first eight (8) hours worked.
- (iii) No employee shall be assigned to a shift for a period of less than ten (10) work days duration except where rearrangements of shifts are necessary in order to distribute holidays or annual vacations equitably, or when it is necessary to cover temporary absence of an employee due to sickness or accident disability, or to meet emergent business requirements.

(d) **Emergency Changes**

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

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

- (e) No employees shall be required to work more than a total of eighteen weeks of shifts in a year.

15.07 Report Pay

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

15.08 Call-Out Pay

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

15.09 Travelling Time, Expenses and Free Zone

(a) Free Zone

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

(b) Travelling Expenses

When employees are required to report to work outside of the Free Zone in order to reach a designated reporting station or job at their regular starting times, they shall be paid at the rate of forty (40) cents per direct line kilometer for travelling time, and if transportation is not provided by the Company, an additional twelve and one-half (12 ½) cents per direct line kilometer will be paid for travelling expenses. Where applicable, these allowances will be paid both to and from the location in question.

(c) Travelling Expense Calculation

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

15.10 Rest Breaks

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

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

15.11 Personal Vehicles

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

ARTICLE 16 – TOOLS

16.01 Tools

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

ARTICLE 17 – TECHNICAL FIELD REPRESENTATIVES

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

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

Article 10

13.04

13.05

13.06

13.07

13.09

15.01 through 15.12

18.01 through 18.03

19.02 paragraph 2

Article 25

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

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

The Company may not utilize temporary TFRs during times that the average regular TFR earnings per pay period falls below \$2,500.00 (excluding vehicle allowance). For the purpose of this average, the calculation will only use regular TFRs assigned work for a full pay period. In addition, regular TFRs will have access to the project work in order to maximize earnings over and above their regular routes.

While using temporary TFRs, it is the Company's intention that temporary TFRs will make an average of \$2,500.00 per pay period. If this is not the case, the Company will reduce the number of temporary TFRs.

- (b) Regular TFRs shall be entitled to those benefits which have not been excluded in 17.01 above.

- 17.03 TFRs shall provide their own vehicles and shall be paid a vehicle allowance of \$2.85 per street address, when performing their duties. This allowance shall be the Company's full responsibility towards a vehicle and operating costs. The TFR shall be required to ensure that the vehicle is properly insured in accordance with Provincial regulations and to provide proof of insurance to the Company. Vehicles shall be appropriate to perform the work required and shall be maintained in a safe and respectable condition.

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

The Parties agree that it is in the best interest of the Employer and the employees for TFRs to receive a fair distribution of work based on types of work and rotations through geographic areas in the cable system.

17.05 TFRs shall be paid on a piecework basis in accordance with the schedule of compensation.

17.06 For the purpose of calculating pay for Statutory Holidays or other payment for time not worked, a day's pay shall be considered as the previous twelve (12) weeks earnings divided by the number of days worked in the period. For the purposes of determining TFRs' income for WCB, the earnings will be based on gross pay including commissions, sick, vacation and statutory holiday pay.

17.07 Vacation pay shall be calculated on gross earnings, excluding the vehicle allowance.

17.08 The Company agrees to be bound by the applicable provisions of the *Canada Labour Code, Part III*, as it pertains to notice of layoff. TFRs shall be laid off in reverse order of seniority. A regular TFR who has been laid off shall retain recall rights for six (6) months. Recall shall be in reverse order of the order of layoff

17.09 During the term of the Collective Agreement the Company agrees not to contract out work that falls within the TFR jurisdiction during times that the average TFR earnings per previous pay period falls below \$2,500.00 (excluding vehicle allowance). For the purpose of this average only TFRs working a full pay period will be included in the calculation.

17.10 It is the Company's intention that TFRs will earn a minimum of an average of \$2,500.00 per pay period. Notwithstanding Article 6, the company will lay off TFRs hired after the date of ratification of this agreement if average earnings of all TFRs fall below \$2,500.00 in a pay period. This TFR continues to be protected with full recall rights and protection. Employees laid off under this provision will not trigger the layoffs of less senior installers, apprentices or journeymen.

17.11 A regular TFR who becomes redundant due to automation, the introduction of new equipment, methods of reorganization, shall receive seven (7) days severance pay for each completed year of service. The Company is then under no further obligation to hire or employ that individual.

17.12 When TWU TFRs are assigned to work in the White Rock certification for more than forty-one (41) weeks in a twelve (12) month period, they will be hired on a permanent basis.

Shaw Cablesystems – TFR Task Code Descriptions

All tasks must have time in and time out recorded

All tasks require forms to be completed including leave behind material

All tasks which include a home visit require a call ahead

023 Exchange/Relocate DCT

Description:

- In conjunction with the customer, select the appropriate location, determine the configuration required.
- Verify line at CSE and outlet meets Shaw technical standards. If not, take appropriate action, including possible replacement of visually substandard wiring, wall plate, etc. Applicable codes may be claimed
- Ensure splitter configuration at CSE/panel is appropriate and levels meet current technical standards. If not, take appropriate action as per current company practice.
- Swap or install existing Shaw Digital Cable Terminal and activate any newly exchanged piece of equipment (i.e. FFM2) without customer education.
- Present offer for other products: cable, telephone, internet, digital, etc
- Ensure connectors are of the current approved connector type, upgrade if required, and wrench tight.
- In a relocate application - Disconnect equipment from existing location and reinstall at new location
- Complete audio/video connections from DCT to Customer equipment.
- Discuss aspect ratio of TV and set up as desired (4:3, 16:9) TV setup (480p, 720p, 1080i, 1080p)
- Program Universal Shaw remote as required.

Application:

- May be claimed with a 052 when removed equipment and associated hardware is returned to the warehouse, with appropriate equipment sticker attached.
- For use when relocating or exchanging DCTs within the Customers same premise is requested and no Customer education is required (like for like equipment)
- For use when swapping out all types of DCTs
- Must include description of work performed.

024 Stand Alone Expander Installation

Description:

- Determine from customer the hook-up configuration required.
- Install Expander using the current company application (i.e.: FFM2)

Application:

- For use when adding an Expander to an existing DCT or Gateway.

025 Gateway Install

Description:

- In conjunction with the customer, select an appropriate place to install the equipment, determine configuration required.
- Verify line at CSE and outlet meets Shaw technical standards. If not, take appropriate action, including possible replacement of visually substandard wiring, fittings, etc. Applicable codes may be claimed.
- Check and record three different channel levels at the CSE/panel and the Gateway (low, med, high band according to applicable technical standards). If levels don't meet specifications, take appropriate action as per current company practice.
- Ensure splitter configuration at CSE/panel is appropriate for Gateway RF levels
- If mounting, ensure Gateway is securely mounted straight & level
- MoCA filter(s) installed & network is configured correctly
- Activate Gateway using the current company application including updating software and firmware (i.e.:FFM2)

Application:

- For use on any work order where the installation of a Gateway is specified.
- May include installation of Shaw external hard drives
- Can be used in conjunction with Customer Education Code

026 Portal Install/Exchange or Relocate

Description:

- In conjunction with the customer, select the appropriate location, determine configuration required.
- Verify line between Gateway and Portal location meets current Shaw installation standards. If not, take appropriate action, including possible replacement of visually substandard wiring, wall plates, fittings, etc. Applicable codes may be claimed.
- Trace and Tag outlet at each portal location. If unable to trace outlet at portal location, a new outlet should be installed to accommodate portal. Wiring coding should be installed to accommodate portal.
- Ensure splitter configuration at CSE/panel is appropriate for Portal RF levels
- MoCA filter(s) installed & network is configured correctly if applicable.
- Activate Portal using the current company application (i.e.: FFM2). Ensure all Portals are synced to Gateway
- Complete audio/video connections from Portal to customer's equipment.
- Discuss aspect ratio of TV and set up as desired (4:3, 16:9) TV setup (480p, 720p, 1080i, 1080p)
- Program Shaw Remote as required.
- Ensure customer is aware of all channels they are subscribing to and that these channels are working. Take appropriate actions/book follow up call for customer if required.

Application:

- For use on any work order where the installation of Portal is specified.
- Can be used in conjunction with Customer Education Code.
- Can be used to relocate portals
- May be claimed with an 052 when removed equipment and associated hardware is returned to the warehouse, with appropriate equipment sticker attached.

030 Reconnect Primary Outlet

Description:

- Reconnect subscriber service where customer wants service
- Verify suitable signal levels and/or picture quality. Connect to subscriber's equipment if necessary.
- Present offer for other products; cable, telephone, internet, digital, etc.
- Ensure connectors are of the current approved connector type, upgrade if required and wrench tight.
- Rubber grommets **MUST** be used with all outdoor F-connectors and splices.
- Sealing of all entry holes and unused
- Ensure the line from CSE or panel to outlet meets current standards. If not, take appropriate action.

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 connecting at service box and customer's closet.
- Includes splitter/filter activity, fittings, wall plate, F81 and trace and tag of line
- Only one occurrence of this task may be used on a work order.

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.
- Ensure the line from the tap to outlet meets current Shaw standards. If not, take appropriate action.
- Present offer for other products; cable, telephone, internet, digital, etc.
- Ensure connectors are of the current approved connector type, upgrade if required and wrench tight.
- Rubber grommets **MUST** be used with all outdoor F-connectors and splices
- Sealing of all entry holes used and unused

Application:

- For use on work orders where an existing primary cable outlet has been disconnected and is now to be activated at pole or pedestal to provide service.
- Includes splitter/filter activity, fittings, wall plate, F81 and trace and tag of line
- If filter activity requires technician to go to a second location (e.g. CSE) a second automotive code (800) may be claimed.
- Includes connecting at service box and customer's closet.
- Only one occurrence of this task may be used on a work order.

040 Reconnect Extra Outlet

Description:

- Reconnect subscriber service where customer wants service.
- Ensure the line from CSE or panel to outlet meets current Shaw standards. If not take appropriate action.
- Verify suitable signal levels and/or picture quality. Connect to subscriber's equipment if necessary.
- Present offer for other products; cable, telephone, internet, digital, etc.
- Ensure connectors are of the current approved connector type, upgrade if required and wrench tight.
- Rubber grommets **MUST** be used with all outdoor F-connectors and splices
- Sealing of all entry holes used and unused.

Application:

- For use on work orders where an existing extra cable outlet has been disconnected and is now to be activated to provide service.
- Can be claimed for every cold outlet activated.
- May not be claimed for splitter reconfiguration
- Does not include filter activity.
- Includes fittings, wall plate, F81 and trace & tag of line.
- Includes connecting at service box and customer's closet.

042 Installation of Shaw Digital Cable Terminal

Description:

- In conjunction with the customer, select the appropriate location, determine configuration required.
- Verify line at CSE and outlet meets Shaw technical standards. If not, take appropriate action including possible replacement of visually substandard wiring, wallplates, fittings, etc. Applicable codes may be claimed.
- Install and activate Equipment using the current company application (i.e. FFM2)
- Adjust the DCT functions to customer's preference (i.e. guide, menu, clock).
- Program Universal Shaw remote as required.
- Complete audio/video connections from DCT to customer's equipment.
- From the diagnostic screen, access and record the IP address on the work order. If unable to obtain IP address, take appropriate actions/book follow up call for customer if required.
- Demonstrate for customers the following:
 - How to access the guide
 - How to set up recordings (if applicable)
 - How to access and play back recordings (if applicable)
 - How to order VOD. Order a free VOD movie while in customer's home
 - How to access and change settings, including parental controls
- Ensure customer is aware of all channels they are subscribing to and ensure that these channels are working. Take appropriate actions/book follow up call for customer if required.
- May include installing A/B switches.
- May include installation of Shaw external hard drives.
- Describe the benefits of Shaw value add services, i.e. applicable Shaw apps
- Assist the customer in creating a Shaw online customer care login and provide tutorial of features and services available based on the customer subscription.
- Leave customer with DCT guide for future reference.

Application:

- For use on any work order where the installation of a DCT is specified.
- For HD boxes, discuss aspect ratio of TV and set up as desired.

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.
- Verify all channels are working.
- Present offer for other products; cable, telephone, internet, digital, etc.
- Ensure connectors are of the current approved connector type, upgrade if required and wrench tight.
- Rubber grommets **MUST** be used with all outdoor F-connectors and splices.

Application:

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

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.

047 Install of Shaw Internet

Description:

- In conjunction with the customer, select the appropriate location, determine configuration required and install equipment
- Install cable and appropriate splitters and wall plate as required.
- Install and activate Equipment using the current company application (i.e. FFM2)
- Verify line at CSE and outlet meets Shaw technical standards. If not take appropriate action, including possible replacement of visually substandard wiring. Wiring codes may be claimed.
- May include the installation and testing of a Wireless Modem and up to 2 wireless devices.
- Describe the benefits of Shaw value add services, i.e. applicable Shaw apps
- Assist the customer in creating a Shaw online customer care login and provide tutorial of features and services available based on the customer subscription.
- Demonstrate Internet and email use.
- Assist customer in setting up additional email addresses. Assist customer in authenticating devices to Shaw Go WiFi.
- Inform customers on the availability of Shaw provided antivirus and how to install.
- Perform speed test and ensure speeds meet subscriber package.
- Leave customer with Wireless instruction guide where applicable.

Application:

- May include the installation of a Data Filter.
- Includes reconnection, co-locate and cpw of outlet.
- May not be claimed in conjunction with a 267 Customer Education code

048 Exchange/Relocate/Upgrade Modem

Description:

- In conjunction with the customer, select the appropriate location, determine configuration required and install equipment
- Verify line at CSE and outlet meets Shaw technical standards. If not take appropriate action, including possible replacement of visually substandard wiring. Wiring codes may be claimed.
- Swap, install or upgrade existing Shaw Internet Cable Modem and activate any newly exchanged piece of equipment (i.e. FFM2)
- For use when relocating, exchanging or upgrading modems within the Customers same premise is requested and no Customer education is required
- Activate up to two (2) wireless devices, when applicable.
- Verify connection and ensure levels are within acceptable range (i.e.: Modem tools, meter readings)
- In a relocate application - Disconnect equipment from existing location and reinstall at new location
- Ensure optimization of wireless network
- Ensure splitter configuration at CSE/panel is appropriate.
- Ensure internet connectivity.

Application:

- May be claimed with an 055 when removed equipment and associated hardware is returned to the warehouse, with appropriate equipment sticker attached.
- Includes reconnection, collocate and cpw of outlet.
- Must include description of work performed.

050 Disconnect Extra Outlet(s)

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.

NOTE:

- Ensure cable service is secure from tampering.

052 Remove Service – DCT

Description:

- Determine the configuration required.
- Disconnect equipment as requested.
- Ensure required steps are taken to remove DCT from customers account and transferred to tech float.
- Return the removed equipment and associated hardware to the warehouse, with appropriate equipment sticker attached.

Application:

- For use on any work order where the pickup of Shaw video equipment is requested.
- May claim one instance per work order when disconnecting competitor equipment to facilitate installation of Shaw Services. In this application, must provide description of work performed.

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.
- Ensure connectors are of the current approved connector type, upgrade if required and wrench tight.
- Rubber grommets **MUST** be used with all outdoor F-connectors and splices.

Application:

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

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.

055 Remove Service – Shaw Internet Modem

Description:

- Determine the configuration required.
- Disconnect equipment as required.
- Ensure required steps are taken to remove modem from customers account and transferred to tech float.
- Return the removed equipment and associated hardware to the warehouse, with appropriate equipment sticker attached.

Application:

- For use on any work order where the pickup of Shaw Internet equipment is requested.
- When instructed: Can include removal and pickup of competitor's equipment to facilitate the installation of Shaw services. In this application, must provide description of work performed.

056 Remove Service – Gateway

Description:

- Remove Gateway and power cord.
- Ensure required steps are taken to remove Gateway from customers account and transferred to tech float.
- If coax outlet is to be disconnected, use code 050 in addition
- Ensure all remaining cable outlets are working
- Return the removed equipment and associated hardware to the warehouse, with appropriate equipment sticker attached.

Application:

- For use on any work order where the pickup of Gateway is requested
- May claim a maximum of one 043 per work order if MoCA filter(s) are removed.

057 Remove Service – Portal

Description:

- Remove Portal and power cord.
- Ensure required steps are taken to remove portal from customers account and transferred to tech float.
- If coax outlet is to be disconnected, use code 050 in addition
- Ensure all remaining cable outlets are working
- Return the removed equipment and associated hardware to the warehouse, with appropriate equipment sticker attached.

Application:

- For use on any work order where the pickup of Portal is requested.
- May claim a maximum of one 043 per work order if MoCA filter(s) are removed

060 Disconnect Primary

Description:

- Disconnection of service in a MDU or at the CSE.
- Disconnection when configuration of services does not allow for disconnection at pole or pedestal (e.g. address hot via internal split).
- Remove filter and/or splitter if one exists.
- Attach appropriate disconnect tag to the drop with work order#, rep# and date.

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.

NOTE:

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

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,
- Attach appropriate disconnect tag to the drop with work order#, rep# and date.

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.

NOTE:

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

070 Non-Pay Disconnect Primary

Description:

- Disconnection of service in a MDU or at the CSE.
- Disconnection when configuration of services does not allow for disconnection at pole or pedestal (e.g. address hot via internal split)
- Remove filter and/or splitter if one exists.
- Attach appropriate disconnect tag to the drop with work order#, rep# and date.

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.

NOTE:

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

071 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.
- Attach appropriate disconnect tag to the drop with work order#, rep# and date.

Application:

- For use on work orders where an existing primary cable service including primary and extra outlets that are working are to be disconnected at the pole or pedestal to terminate service.

NOTE:

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

204 Customer Education – Gateway

Description:

- Adjust the Gateway/Portal function to customer's preference (i.e.: guide, menu)
- Brief customer on basic features including remote functions and demonstrate for customers the following:
 - How to access the guide.
 - How to set up PVR recordings.
 - How to access and playback recordings.
 - How to order VOD. Order a free VOD movie while in customer's home.
 - How to access and change settings, including parental controls.
- Describe the benefits of Shaw value add services, i.e. applicable Shaw apps
- Assist the customer in creating a Shaw online customer care login and provide tutorial of features and services available based on the customer subscription

Application:

- One occurrence may be claimed per work order. May be claimed in conjunction with the 025 Gateway Install and Standalone 026 Portal install.

207 DCT Customer Education Task Code

Description:

Review and/or perform the following:

- Demonstrate remote control function with customers and include the following:
 - o How to access guide
 - o How to set up recordings (if applicable)
 - o How to access and play back recordings (if applicable)
 - o How to order VOD. Order a free VOD movie while in customers' home
 - o How to access and change settings, including parental controls
 - o Ensure customer is aware of all channels they are subscribing to and ensure that these channels are working. Take appropriate actions/book follow up call for customer if required
 - o Describe the benefits of Shaw value add services, i.e. applicable Shaw apps
 - o Assist the customer in creating a Shaw online customer care login and provide tutorial of features and services available based on the customer subscription
 - o Leave customer with DCT guide for future reference

Application:

- One occurrence may be claimed per work order
- May not be claimed in conjunction with the 042

211 DCT Upgrade/Transfer

Description:

- In conjunction with the customer, select the appropriate location, determine the configuration required
- Verify line at CSE and outlet meets Shaw technical standards. If not take appropriate action, including possible replacement of visually substandard wiring, wall plates, fittings, etc. Applicable codes may be claimed
- Ensure suitable signal levels and/or picture quality.
- Swap or install existing Shaw Digital Cable Terminal and activate any newly exchanged piece of equipment (i.e. FFM2) without customer education.
- Program Universal Shaw remote as required.

Application:

- For HD boxes, discuss aspect ratio of TV and set up as desired.
- May be claimed with an 052 when removed equipment and associated hardware is returned to the warehouse, with appropriate equipment sticker attached.

225 Remove Service – Shaw Internet Outlet

Description:

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

Application:

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

241 Install of Wiring (15 min. Increments)

Description:

- Install all wiring including drop.

NOTE:

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

242 Splitter Reconfiguration

Description:

- For use on a hot account when splitter(s) may need to be replaced and/or reconfigured in the CSE

Application:

- May only be claimed in conjunction with a standalone 042, 211
- May not be claimed in conjunction with an 030, 031 and 040
- Only one occurrence of this task may be used on a work order

262 Modem Transfer (previously 049 in MOA)

Description:

- In conjunction with the customer, select the appropriate location, determine the configuration required and install equipment.
- Verify line at CSE and outlet meet Shaw technical standards. If not, take appropriate action, including replacement of visually substandard wiring. Wiring codes may be claimed.
- Verify connection and ensure levels are within acceptable range (i.e. Modem tools, meter readings)
- Install existing Shaw Internet Cable Modem and activate if required. (i.e. FFM2).
- Customer Education is not included in this code.
- Activate up to two (2) wireless devices, when applicable.

Application:

- May be claimed with an 055 when removed equipment and associated hardware is returned to the warehouse, with appropriate equipment sticker attached.
- Includes reconnection, collocate and cpw of outlet.

267 Internet Customer Education Task Code

Description:

Review and/or perform the following

- Describe the benefits of Shaw value add services, i.e. applicable Shaw apps
- Assist the customer in creating a Shaw online customer care login and provide tutorial of features and services available based on the customer subscription
- Demonstrate Internet and email use.
- Assist customer in setting up additional email addresses. Assist customer in authenticating devices to Shaw Go WiFi.
- Inform customers of the availability of Shaw provided antivirus and how to install

Application:

- Only one occurrence of this task code may be used on a work order.
- May not be claimed in conjunction with an 047 code.

270 Install/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.
- Can be claimed when installing new or replacing, moving or upgrading an existing CSE.

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.

Application:

- For use on work orders where the residence has been prewired
- Cannot be combined and coded with code 040 (Reconnect of Primary Outlet).
- Includes tagging, tracing and fittings

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 subscriber's equipment.

272 Completion of Prewire – Extra Outlet

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.

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 subscriber's equipment.

NOTE:

- Can be coded for back to back outlets.

274 Install Co-Located Outlet

Description:

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

275 Install Ground Block

Description:

276 Install Drop AMP

Description:

277 Remove Drop Amp

Description:

278 Third Party Internet Account (TPIA)

Description:

- Reconnect outlet where customer wants service
- Verify suitable signal level
- Includes placement of ID tags (currently green) in panel or CSE
- Connect drop at tap or CSE as required

Application:

- Claimed when connecting services for a Third Party Internet provider using Shaw's network
- Includes email to Work Order team confirming work completed, address and work order number

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

Description:

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

338 Sale of Discretionary Tier(s) (Filtered)

Description:

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

339 Sale of Discretionary Tier(s) (Unfiltered)

Description:

- The TFR sells a discretionary tier that does not require a trap
- The 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

Description:

- 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 multi 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 customers 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.

357 Sell SDP Service (previously 663 in CA)

Description:

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

410 Miscellaneous Task Code

Description:

- Delivering and swapping power cords.
- Delivering, swapping and programming remotes.
- Installing and wiring A/B switches (not in conjunction with a DCT installation).

Application:

- Must include description of work performed.
- One occurrence may be claimed per work order only when dropping off remotes and power cords to the customer, without programming and/or installation.

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 on a daily basis.
- To be applied to credit card payments, credit card authorization must be written on work order.

521 Database Correction

Description:

- TFR confirms that there is an error in Shaw's database and note on a work order.
- The error must be called into Field Support to have changes done in the database.
- Task code/rate can be claimed only once for any combination of the following:
 - incorrect phone number, name and/or postal code
 - key info
 - number of outlets prewired

522 Office Verification

Description:

- 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 does not apply.
- 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 travelled to the job site and is not able to activate the service due to a technical or plant problem.
- Other work is completed such as a reconnect at the tap or CSE.

532 Outlet Repair

Description:

- For use when F81 wall plate has been determined to be faulty and interfering with optimal signal performance to activated connected customer equipment
- May include new F81 plate if required
- Includes two coax fittings at either end of the cable and toning and tagging at CSE/Smart Panel

Application:

- May not be claimed in conjunction with standalone 025, 047, 600, 262, 048
- May not be claimed in conjunction with an 030, 031, and 040

553 Meetings / Training / Miscellaneous Time Code (15 Minute Increments)

Description:

- This task / rate includes attendance at departmental meetings and training sessions at 15 minute increments
- Modified work (related to non-occupational illness or injury)
- Acquiring and returning new MDU keys

Application:

- Must include description of work performed
- Requires Foreman/Supervisor approval
- Excludes wiring.

573 Training – (based on 8 hour day) (previously 670 in CA)

Description:

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

574 Gateway/DSG Provisioning Task Code

Description:

- For the installation of a Gateway/DSG and/or Portal when provisioning time exceeds 10 minutes per device
- Check levels to ensure they are within specifications. If levels don't meet specifications, take appropriate action as per current company practice prior to attempting provisioning.
- All reasonable attempts must be made using self-serve options (i.e. FFM2)

Application:

- Total provisioning time and note any reason for delay must be recorded on the work order.
- To be claimed in fifteen (15) minute increments
- Can only be claimed in conjunction with a Gateway/ DSG and/or Portal install.
- For example, this code can be claimed when the combined provisioning time for 3 devices exceeds 30 minutes, 4 devices exceeds 40 minutes, etc.

600 Installation of Shaw Digital Phone Terminal

Description:

- Confirm with customers if there is an enterphone or monitored alarm system. Test enterphone and have customer call and verify alarm telecommunication with alarm provider if these services are present. This step is to be completed before commencing any work, and again after all other work is done.
- Install and connect the Digital Phone Terminal (DPT) and power supply in an appropriate location. Consult with customer about mounting the DPT. It should be mounted securely unless the customer dictates otherwise.
- Install and connect the transition block to RJ11 jumper and CAT5 line, or wire the DPT directly without a transition block.
- If existing telephone jack is used, includes connection of CAT5 line to the jack, and/or upgrade of wall plate or jack to facilitate connection of CAT5. In all installations utilizing a telephone jack to back feed, an RJ11 port will be left free for a telephone to be plugged in.
- Remove all existing telephone lines at distribution point from Telco drop/demark and reconnect (bean) with backfed or newly-wired CAT5 line to DPT.
- Check and record three different channel levels at the CSE/panel and the DPT (low, med, high band according to applicable technical standards).
- Includes reconnection or CPW of any existing coaxial or CAT5 wire from CSE to DPT location only.
- Perform the following to provision and test the DPT and phone service:
 1. Provision DPT via the current company application (i.e.: FFM2)
 2. Push to the Switch via the current company application (i.e.: FFM2)
 3. When required, port the number using buttset connected to DPT
 4. Test inbound and outbound call ability using TFR cell phone and customer's equipment.
- 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).
- Includes placement of ID tag (currently white) in panel or CSE (most logical disconnection point).
- Demonstrate operation of the digital phone to the customer, and provide/review with them the appropriate product reference guide. Leave product reference guide with the customer.
- Includes installation of proper filter if necessary (telephone filter only).
- All other wiring to be done at regular wiring rate. (641 code)
- Code may be used for SDP installations (including transfers) where the DPT is left from a previous customer, if all the necessary steps are performed to complete the install. Transfers and DPT exchanges.

610 Miscellaneous Task Code - SDP

Description:

- Miscellaneous code including: delivering and swapping power cords/SDP backup power supplies, customer training, disconnect extra phone jack(s) (i.e. suites) and education.

NOTE:

- Only one occurrence of this task code may be used on a work order.
- Cannot be claimed in conjunction with 600 codes.

614 Waiting for Field Support

Description:

- For use when waiting for more than five (5) minutes for field support
- All reasonable attempts must be made using self-serve options (i.e. FFM2)

Application:

- First code applied at 5 minutes with additional codes starting at 15 minutes then at 15 minute increments.
- Via phone or email, coding stops as soon as your item is being actioned.

615 SDP Pole/Pedestal Work

Description:

- Placement or removal of a SDP tag (white) at the pole or pedestal.
- To be used maximum once per work order in conjunction with a 600 or 650 code.
- Includes trace and tag of line if required.

620 Second Phone Number Installation

Description:

- To be used for connection and activation of a second phone number from a DPT to appropriate jacks.
- Install and connect a second transition block and RJ11 jumper to DPT.
- Wire CAT3 line from transition block to inside wire distribution point or nearest convenient telephone jack (this should be added to aggregate wiring time with 641 code). Second pair in existing CAT3 line will likely be used, in which case a jumper is installed between transition blocks.
- Segregate appropriate telephone lines at distribution point and reconnect (bean) with backfed or newly wired CAT3 line to DEP. Second telephone number to be directed to specific jacks.
- Includes standard provisioning calls to push to switch, port (if necessary) and test calls.
- Check phone jacks for 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.
- May be claimed in conjunction with 600 code.

641 Telephone Wiring (existing wiring code)

Description:

- Installation of telephone wire for telephone jacks or backfeeding dialtone to inside wire distribution point.
- Installation of coaxial wiring for DPT.
- Includes confirmation of dialtone and polarity for newly installed jacks.
- Includes prefielding time to determine optimum route.
- On any newly installed lines, wiring codes should be claimed for entire job including connections at distribution point (beaning) and wallplate connection or installation.
- Paid in 15 minute increments.
- Must include time in and time out on work order.

650 Remove Service – SDP

Description:

- Remove DPT, power supply, coax cable, jumper line and white tag.
- Ensure required steps are taken to remove DPT from customers account and transferred to tech float.
- If coax outlet is to be disconnected, use code 050 in addition to 650.
- Ensure all remaining cable outlets are working.
- Return the removed equipment and associated hardware to the warehouse, with appropriate equipment sticker attached.

Application:

- For use on any work order where the pickup of Shaw Digital Phone equipment is requested.

710 Completion of Prewired Outlet/Wall Plate Repair

Description:

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

OR

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

711 Port Number Digital Phone

Description:

- Ensure DPT is provisioned and locked in.
- Push DPT to the switch via current company application (i.e. FFM)
- Port telephone number from incumbent provider to Shaw via current company application
- If an incumbent telephone provider's drop is connected, disconnect the customer's premise wiring from the incumbent demarcation point
- Connect the phone line (i.e. CAT 3 or CAT 5) or appropriate spare pair from DPT to customer premise wiring using beans, scotchlocks or a minibridger.
- Test inbound and outbound call ability using TFR cell phone and customer's equipment
- Check all connected phone jacks for dial tone and polarity
- If an alarm system is present, ensure the following three items are also completed:
 1. Prior to installation, confirm proper operation with the alarm company before working on the system
 2. Ensure the alarm is connected in the same way with DPT dial tone (i.e. dial tone goes to alarm on one pair and returns on another pair to be connected to the customer premise wiring).
 3. After installation is complete advise customer to confirm proper operation in accordance with alarm company procedures

Application:

- This code is for completing a phone installation following an aborted/failed/unready port.
- This code is to be used as follow-up to a previously completed installation

751 Remove Digimax (7x3 in MOA)

This code is for the removal of a Digimax Porting Switch or Intercom Solution Switch as required during the removal of Shaw Home Phone service or as requested by a work order.

Description:

- Locate the Digimax
- Remove the jumper from the DPT or the pair used to back feed dial tone from the DPT from the Digimax.
- Remove the house wiring from the Digimax
- Remove the incumbent telco jumper/primary pair from the Digimax
- If removing a Digimax Port Switch, use scotch locks or appropriate connectors to connect the jumper from the DPT or the pair used to back feed dial tone to the house wiring
- Complete a test call from the technician's cell phone
- Or-**
- If removing an Intercom Solution Switch, connect the primary line from the enterphone to the house wiring
- Test the enterphone
- Can claim enterphone integration code 780 if function is performed
- If enterphone integration exceeds 15 minutes, the 641 wiring codes will be used to compensate for time beyond 15 minutes

752 Digimax Integration (7x1 in MOA)

This code is for the installation of a Digimax Intercom Solution to integrate home phone service into an Enterphone system.

Description:

- Prior to commencing work, test the enterphone system. This step is to be completed again once work has been done.
- In customer's suite, locate inside wire distribution point (cross connect)
- At the inside wire distribution point, identify the primary pair connected to the enterphone panel ("Enterphone Output") by using a handset to test or toner to tone the pair back to the electrical room
- Separate the "enterphone output" from the suite wiring and connect it to the secondary pair of the line output ("Line") of the Digimax Intercom Solution Switch
- Connect the primary pair(s) of the all requested active phone outlets to the primary pair of the line output ("Line") of the Digimax Intercom Solution switch
- Connect the jumper from the DPT, or, the pair used to backfeed dial tone from the DPT to the primary pair of the MTA input (MTA) of the Digimax Intercom Solution switch.
- Test for dial tone and perform a call from the technician's cell phone to the customer's home phone line. Perform a second test from the enterphone panel to confirm that enterphone is working.

Application:

- If a monitored alarm is present, the primary pair from the DPT must first be connected to the alarm input, the alarm output will then be connected to the primary pair of the MTA input (MTA) of the Digimax Intercom Solution switch.
- Code includes removal of jumper from the incumbent telco demarcation point to the enterphone panel input in the electrical room as required by technical standards
- If enterphone integration exceeds 15 minutes, the 641 wiring codes will be used to compensate for time beyond 15 minutes.

753 Install Port Switch (7x2 in MOA)

This code is for the installation of a Digimax Porting Switch Solution to integrate home phone service when a ported number has not yet been released or if requested by a work order or TSD.

Description:

- Prior to commencing work, test the customer's phone system. This step is to be completed again once work is done.
- In an MDU, locate the inside wire distribution point (cross connect), in an SFU, locate the incumbent telco demarcation point.
- Identify the primary pair from the incumbent telco ("primary pair from drop etc"), separate it from the house wiring and connect it directly or via a jumper to the "TELCO" input of the Digimax Porting Switch.
- Connect the primary pair of all requested active phone outlet(s) via a jumper to the "PREMISE" input of the Digimax Porting Switch.
- Connect the primary pair of a jumper from the DPT, or the pair used to back feed dial tone from the DPT to the "MTA" input of the Digimax Porting Switch.
- Test for dial tone and perform a call from the technician's cell phone to the customer's home phone line.

Application:

- Advise TSD and record on the work order the status of telephone wiring configuration and any follow up required.

780 Enterphone Integration - SDP

Description:

- Determine (tone) the correct spare pair of telephone wires to backfeed dialtone from the customer's inside wire distribution point to Enterphone location.
- Cross connect the spare pair in any secondary riser closets if necessary to complete continuity to Enterphone room.
- Verify tone from customer suite is present.
- Remove Telco jumper from Enterphone terminal block only.
- Tag Telco jumper with suite number and leave jumper to ensure it does not short.
- Install new jumper from enterphone block to designated spare pair to restore dialtone to input of enterphone panel.
- Verify enterphone system is working on call completion.
- If enterphone integration exceeds 30 minutes, the 641 wiring codes will be used to compensate for time beyond 30 minutes.
- This is not applicable to "dialer" or stand alone style enterphone systems.

783 Customer Education – Shaw Digital Phone (SDP)

Description:

Review and/or perform the following:

- Demonstrate operation of the Digital Phone to the customer, assist with voicemail set-up/PIN and provide/review with them the appropriate product reference guide.
- Describe the benefits of Shaw value add services, i.e. applicable Shaw apps
- Assist the customer in creating a Shaw online customer care login and provide tutorial of features and services available based on the customer subscription

Application:

- One occurrence may be claimed per work order
- May not be claimed in conjunction with a 600 code.

800 Vehicle Allowance

Description:

- 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.

Application:

- May claim an additional 800 code when the distance travelled to a work site is in excess of 25 KM
- May not be claimed when assigned work outside of the licensed area

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.

812 Fitting Replacement

Description:

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

Application:

- This task code may be claimed for every 3 fittings that are replaced, i.e. one 812 code for 1-3 fittings, 2 codes for 4 – 6 fittings, etc.

815 Cellular Phone Allowance

Description:

- Bi-weekly to offset voice and data expenses related to:
- On-line submission of daily task codes and/or forms.
- On-line provisioning of equipment.
- Contacting the office to complete required work.
- Calling customers ahead of appointment.

Application:

- Employees need to be available by cellular telephone during workday and advise dispatch at the completion of their workday for safety purposes.

FTTP Codes

XX1 ONT – Install Optical Network Terminal for FTTP

Description:

- In conjunction with the customer where applicable, select the appropriate location, determine configuration required and install equipment
- Activate equipment using the current company application (i.e. FFM2)
- Verify all lines meet Shaw Technical Standards. If not, take appropriate action, including possible replacement of visually substandard wiring. Applicable codes may be claimed
- Clean fibre insert and ends
- Connect ONT to ONU & router
- Leave customer with WiFi instruction guide where applicable.
- Complete all forms as required. This could include authorization forms and quality assurance checklists

Application:

- May include the installation of filters
- May be claimed in conjunction with a 267 Customer Education Code where applicable
- Includes reconnection where applicable
- One occurrence of an 055 per work order may be claimed when removing competitor equipment to facilitate the installation

XX2 ONU – Install Optical Network Unit for FTTP

Description:

- Select appropriate location and install ONU as per Shaw Technical Standards
- Verify light/signal is present on fibre drop, if not take appropriate action (i.e. verify connection at the optitap. In situations where there is no optitap, verify connection in FTC)
- Includes reconnection where applicable
- Connect fibre drop to ONU
- Connect ONU to ONT

Application:

- One occurrence of an 055 per work order may be claimed when removing competitor equipment to facilitate the installation
- May not be claimed in conjunction with a 030, 031, 040

XX3 Router – Install Router for FTTP

Description:

- In conjunction with the customer, select the optimal WiFi location and connect the router to the ONT using an existing Ethernet outlet to backfeed to the ONT
- Determine configuration required and install equipment
- Login into router dashboard page and confirm external Shaw IP address, configure SSID and WiFi encryption passphrase to customer preference
- Verify WiFi channels are set to auto
- Perform speed test and ensure speeds meet subscriber package
- Connect up to 4 wireless devices, ensure each device is communicating with the WiFi router and confirm ability to connect to internet websites
- Ensure the customer is familiar with the process of configuring additional WiFi devices

Application:

- May require installation and trace and tag of a new line and applicable wiring codes may be claimed
- May be claimed in conjunction with 710 where applicable

XX4 Battery Backup – Install Battery Backup for FTTP

Description:

- Install/mount Battery Backup as per Shaw Technical Standards
- Connect Battery Backup to ONU
- Verify battery backup is functioning

Application:

- One occurrence of an 055 per work order may be claimed when removing competitor equipment to facilitate the installation.

XX5 Remove Service – Shaw FTTP

Description:

- Remove ONU, ONT, router and battery backup
- Ensure required steps are taken to remove equipment from customers account and transferred to tech float where applicable.
- Return the removed equipment and associated hardware to the warehouse, with appropriate equipment sticker attached

Application:

- For use on any work order where the pickup of Shaw FTTP equipment is required
- May only claim one instance per work order

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

RECONNECT		2016 Rate	2017 Rate	2018 Rate
030	Cold Connection or Primary Outlet	\$ 7.96	\$ 8.10	\$ 8.25
031	Reconnect Primary Outlet at Pole or Pedestal	\$ 9.86	\$ 10.03	\$ 10.21
040	Reconnect Extra Outlet	\$ 7.96	\$ 8.10	\$ 8.25
278	Third Party Internet Account	\$ 10.00	\$ 10.18	\$ 10.35

EQUIPMENT

042	Add Service - DCT Box including Stereo Connection	\$ 32.62	\$ 33.19	\$ 33.77
025	Add Service - Gateway	\$ 32.62	\$ 33.19	\$ 33.77
026	Add Service / Exchange / Relocate - Gateway Portal	\$ 20.00	\$ 20.35	\$ 20.71
024	Add Service - PVR Expander (eSATA)	\$ 10.92	\$ 11.11	\$ 11.30
204	Cust Education - Full Gateway Experience	\$ 10.69	\$ 10.88	\$ 11.07
207	Cust Education - Digital Equipment / Services	\$ 11.22	\$ 11.42	\$ 11.62
023	Exchange / Relocate Digital Equipment	\$ 16.87	\$ 17.16	\$ 17.46
211	Transfer / Upgrade Digital Equipment	\$ 20.94	\$ 21.31	\$ 21.68
574	Provisioning / Install Exceptions - Gateway / DSG	\$ 7.78	\$ 7.92	\$ 8.06

DISCONNECT

060	Disconnect Primary Outlet	\$ 7.96	\$ 8.10	\$ 8.25
061	Disconnect Primary at Pole or Pedestal	\$ 9.86	\$ 10.03	\$ 10.21
070	Non-Pay Disconnect	\$ 7.96	\$ 8.10	\$ 8.25
071	Non-Pay Disconnect at Pole or Pedestal	\$ 9.86	\$ 10.03	\$ 10.21
050	Disconnect Extra Outlet	\$ 7.96	\$ 8.10	\$ 8.25
052	Remove Service - DCT Box	\$ 8.42	\$ 8.57	\$ 8.72
055	Remove Service -Internet Modem	\$ 8.42	\$ 8.57	\$ 8.72
056	Remove Service - Gateway	\$ 8.42	\$ 8.57	\$ 8.72
057	Remove Service - Portal(s)	\$ 8.42	\$ 8.57	\$ 8.72
225	Remove Service - Internet Outlet	\$ 7.96	\$ 8.10	\$ 8.25
277	Remove Drop Amplifier	\$ 7.96	\$ 8.10	\$ 8.25
511	Non-Pay Collection	\$ 15.18	\$ 15.44	\$ 15.71
650	Remove Service - SDP	\$ 9.20	\$ 9.36	\$ 9.52
751	Remove Service - Port Switch	\$ 7.78	\$ 7.92	\$ 8.06

FILTER ACTIVITY (Note on W/O if correct filter already in place)

043	Add Service - Remove or Exchange Filter	\$ 7.96	\$ 8.10	\$ 8.25
053	Remove Service - Add or Exchange Filter	\$ 7.96	\$ 8.10	\$ 8.25

INSTALLS

271	CPW of Primary	\$ 7.96	\$ 8.10	\$ 8.25
272	Completion of Prewire - Extra Outlet	\$ 7.96	\$ 8.10	\$ 8.25

INSTALLS CONTINUED		2016 Rate	2017 Rate	2018 Rate
273	New Outlet in MDU	\$ 15.17	\$ 15.43	\$ 15.70
274	Install Co-located Outlet	\$ 7.96	\$ 8.10	\$ 8.25
275	Install Ground Block	\$ 3.78	\$ 3.84	\$ 3.91
276	Install Drop Amplifier	\$ 7.96	\$ 8.10	\$ 8.25
270	Upgrade / Replace CSE	\$ 6.00	\$ 6.11	\$ 6.21
532	Outlet Repair	\$ 8.00	\$ 8.14	\$ 8.28
242	Splitter Reconfiguration	\$ 5.00	\$ 5.09	\$ 5.18

INTERNET				
047	Install of Modem, Outlet, and PC	\$ 43.10	\$ 43.10	\$ 43.10
048	Exchange / Relocate / Upgrade Modem Equipment	\$ 18.84	\$ 19.17	\$ 19.51
241	Install of Wiring (15 minute increments)	\$ 8.24	\$ 8.38	\$ 8.53
262	Transfer Modem Equipment (code 049 on LOU)	\$ 26.00	\$ 26.46	\$ 26.92
267	Demo / Education Internet / Services	\$ 11.22	\$ 11.42	\$ 11.62

DIGITAL PHONE				
600	Install of Shaw Digital Phone Terminal	\$ 44.37	\$ 44.37	\$ 44.37
610	Miscellaneous Task Code - SDP	\$ 11.38	\$ 11.58	\$ 11.78
614	SDP Provisioning/Alarm On Hold Time (15 min increments)	\$ 7.78	\$ 7.92	\$ 8.06
615	SDP Pole/Pedestal Work (Code 616 on LOU)	\$ 7.96	\$ 8.10	\$ 8.25
620	Second Phone Number Installation	\$ 16.93	\$ 17.22	\$ 17.53
641	Install of SDP Wiring (15 minute increments)	\$ 8.24	\$ 8.38	\$ 8.53
710	Wall Plate Repair	\$ 7.96	\$ 8.10	\$ 8.25
711	Port Number Digital Phone	\$ 25.00	\$ 25.44	\$ 25.88
752	Install - Digimax	\$ 10.38	\$ 10.56	\$ 10.74
753	Install - Port	\$ 10.38	\$ 10.56	\$ 10.74
780	Enterphone Integration	\$ 18.13	\$ 18.45	\$ 18.77
783	Customer Education - Shaw Digital Phone	\$ 11.22	\$ 11.42	\$ 11.62

FIBRE				
xx1	ONT – Install Optical Network Terminal for FTTP	\$ 14.72	\$ 14.98	\$ 15.24
xx2	ONU – Install Optical Network Unit for FTTP	\$ 7.04	\$ 7.16	\$ 7.29
xx3	Router – Install Router for FTTP	\$ 14.72	\$ 14.98	\$ 15.24
xx4	Battery Backup – Install Battery Backup for FTTP	\$ 7.04	\$ 7.16	\$ 7.29
xx5	Remove Service – Shaw FTTP	\$ 14.72	\$ 14.98	\$ 15.24

SALES				
310	Cold Residential Basic Cable Service	\$ 14.86	\$ 15.12	\$ 15.38
320	Sell Extra Outlet	\$ 11.89	\$ 12.09	\$ 12.31

SALES CONTINUED

		<u>2016</u> <u>Rate</u>	<u>2017</u> <u>Rate</u>	<u>2018</u> <u>Rate</u>
363	Full Cable Sale or Save	\$ 32.11	\$ 32.68	\$ 33.25
341	Sell Discretionary Service / Pay TV	\$ 10.41	\$ 10.59	\$ 10.78
340	Lease / Rent Converter / Descrambler	\$ 8.91	\$ 9.07	\$ 9.23
338	Sale of Discretionary Tier (s) (Filtered)	\$ 7.07	\$ 7.19	\$ 7.32
339	Sale of Discretionary Tier (s) (Unfiltered)	\$ 14.86	\$ 15.12	\$ 15.38
522	Office Verification	\$ 7.44	\$ 7.57	\$ 7.70
350	Cheque Free (Formerly Pre-authorized Chequing)	\$ 4.45	\$ 4.53	\$ 4.61
351	Annual Payment	\$ 4.45	\$ 4.53	\$ 4.61
520	Collect Administration Fee	\$ 3.71	\$ 3.77	\$ 3.84
521	Database Correction	\$ 3.71	\$ 3.77	\$ 3.84
540	Standard DCT Sale	\$ 9.69	\$ 9.86	\$ 10.03

SERVICE CALL or SPECIAL

531	Follow-up Required - <i>No Active Service</i>	\$ 7.96	\$ 8.10	\$ 8.25
523	Audit (1 hour increments)	\$ 31.14	\$ 31.68	\$ 32.23
410	Service call without Equipment	\$ 11.38	\$ 11.58	\$ 11.78

MISCELLANEOUS

800	Vehicle Allowance per Street Address	\$ 3.28	\$ 3.34	\$ 3.40
810	Patch Cord Manufacture	\$ 1.00	\$ 1.02	\$ 1.04
812	Fittings Replacement	\$ 0.62	\$ 0.63	\$ 0.64
814	Waiting for Field Support (15 min increments)	\$ 7.78	\$ 7.92	\$ 8.06
820	Flat Fee Fuel Allowance - Audits	\$ 10.00	\$ 10.00	\$ 10.00
815	Two Week Cell Phone Allowance	\$ 35.00	\$ 35.00	\$ 35.00
553	Meetings/Training (15 minute increments)	\$ 7.78	\$ 7.92	\$ 8.06
573	Training (per hour, based on 8 hour day)	\$ 29.39	\$ 29.91	\$ 30.43

ARTICLE 18 – WAGE SCHEDULE

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

18.02 (a) **Technical Wage Scale**

Effective Date:

March 24, 2016	-	\$36.63
March 24, 2017	-	\$37.27
March 24, 2018	-	\$37.92

Technical Wage Schedule – Incentives and Commissions

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

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

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

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

Table A. Incentive and Commission Rate Schedule

W.O TYP E	TIM E PER JOB	DESCRIPTION
PRIMARY FUNCTIONS		
1	65	NEW INSTALLATION
2	15	HOT CONNECTION
3	30	COLD CONNECTION
4	25	ADD OR RELOCATE
5	15	MINUS SERVICE
6	12	PHYSICAL DISCONNECT
10	25	PREWIRE ADDITIONAL
11	12	REINSTATE ACCOUNT

SECONDARY FUNCTIONS		
21	15	ADD SERVICE(S)/RELO
22	8	MINUS SERVICE
23	15	RELOCATE OUTLET
SALES COMMISSIONS		
31		BASIC (SALE OR SAVE)
32		ADDITIONAL OUTLET(S)
33		FCS SALE OR SAVE
34		PAY/CONVERTOR SALE & INSTALL
35		CHEQUE FREE
36		BASIC & FCS SALE
SERVICE WORK		
41	30	SERVICE CALL
42	25	DROP REPLACEMENT
43	25	REWIRE

(b) Apprentice Broadband Network Technicians

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

(c) **Installers**

An Installer shall be paid an hourly rate calculated as a percentage of the hourly rates for Journeyman Broadband Network Technicians in accordance with the following.

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

(d) **“A” Foreman**

“A” Foremen shall receive a rate of ten percent (10%) above a Journeyman Broadband Network Technician.

(e) **“B” Foreman**

“B” Foremen shall receive a rate of five percent (5%) above a Journeyman Broadband Network Technician.

(f) **In-Charge Premium**

The In-Charge premium shall be five percent (5%) above the Journeyman Broadband Network Technician.

18.03 Wage Retention

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

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

(b) **Classification Change**

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

ARTICLE 19 – PAID HOLIDAYS

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

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

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

19.02 **Alternate Schedule**

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

Holiday Pay

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

19.03 **Holiday Entitlement**

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

ARTICLE 20 – EARNED VACATIONS

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

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

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

Employees hired on or after September 9, 1993, shall be entitled to vacation time and pay at their regular straight time rate or applicable percentage of weekly gross earnings as specified in the schedule below:

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

20.02 **Gazetted Vacations**

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

20.03 **Cut-Off Date**

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

20.04 **Annual Vacation Scheduling**

(a) **Vacation Calendar**

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

(b) **Length of Posting**

The calendar will remain posted until November 15th.

(c) **Vacation Selection**

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

(d) **Employer Approval**

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

(e) **Approval Criteria**

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

(1) Proper selection by seniority

(a) Technical – by seniority in each classification at each reporting station.

(b) Non-Technical – by seniority in each department.

(2) Compliance with Article 25.01.

(f) **Calendar Changes**

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

(g) **Schedule Cut-Off Date**

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

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

20.05 Vacation Pay Reduction

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

(b) Vacation pay shall be reduced on a pro-rated basis if an employee is absent for more than a total of thirty (30) working days due to Workers' Compensation claims.

20.06 Vacation Pay Recovery

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

ARTICLE 21 – PAYMENT FOR TIME NOT WORKED

21.01 Sick Leave

The Company shall provide each full-time employee a maximum of seven (7) sick days a year. The rate of pay for these sick days shall be at 66.6% of daily straight-time wages, to a maximum of \$200.00. Sick time may be taken in increments of one (1) or more hours.

21.02 Jury Duty and Court Leave

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

21.03 Bereavement Leave

- (a) In the event of death in the employee's immediate family, compassionate leave with pay of three (3) days will be granted by the Employer. If the death requires the employee to travel outside of the province, compassionate leave will be extended to five (5) days with pay.
- (b) **Definition of Family**
Immediate family is defined as an employee's parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, grandparents, and spouse's grandparents. Blood relatives living under the same roof as the employee shall be considered as immediate family.
- (c) **Spouse's Family**
Bereavement leave (not to exceed 3 days) without pay will be granted in the event of a death in the immediate family of the employee's spouse.

ARTICLE 22 – HEATH AND WELFARE

22.01 Employer's Contribution

(a) **Employer's Obligation**

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

(b) **Maximum Payment**

Effective March 24, 2013 the Company's monthly contributions towards the total premium costs for the employees shall be:

Family	\$302.41
Couple	\$296.40
Single	\$216.76

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

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

22.02 (a) **Method of Payment**

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

(b) **Employee Information**

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

22.03 **Contribution Calculations**

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

22.04 **Employee Status Change**

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

22.05 (a) **Paid Time Off for Doctor’s Appointment**

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

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

(b) **Reasonable Time Off**

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

22.06 **W.C.B. Wages**

(a) **Workers’ Compensation Settlements**

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

(b) **Benefit Changes**

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

(c) **Long Term Disability**

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

(d) **Immediate Claims**

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

(e) **Claim Register Requirements**

Claim forms can be delivered or mailed to:

C.A.T.V. Health and Welfare Trust Plan
1424 Broadway Street,
Port Coquitlam, BC V3C 5W2

Telephone: 604-571-6545

22.07 Absentee Reports

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

22.08 Payment of Contributions for New Employees

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

22.09 Contributions in Relation to Termination or Layoffs

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

ARTICLE 23 – PENSION AND RETIREMENT

23.01 (a) Employer and Employee Contributions

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

(b) **Additional Employee Contributions**

Employee Option

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

Employee Contribution

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

Restriction on Changes

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

- (c) In addition the employees as a group shall have the option to a self directed registered retirement Pension plan into a direct pension with the IBEW 213. It is understood that the employer shall incur no liability or additional costs / administration of this plan.

23.02 Pension Contributions

(a) **Financial Institution**

Pursuant to Article 23.01, the Employer will deposit all pension funds in the banking institution designated by the Union. All funds will be remitted within fifteen (15) days following the month in which the funds are earned.

(b) **One Institution**

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

(c) **Union Notice Required**

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

(d) **Restriction on Changes**

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

(e) **Union Responsibility**

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

ARTICLE 24 – GUARANTEED DAYS OFF

24.01 (a) Maximum Days

Guaranteed days off without pay to include a total of twenty-six (26) working days in a calendar year are guaranteed by the Company subject to the conditions contained herein. This provision to become effective January 1, 1987.

(b) Block of Days

Subject to 24.01 (e), the twenty-six (26) guaranteed days off may be taken in blocks of any number of days (1 – 26).

(c) Notice

The employee must provide a minimum of one (1) months notice for blocks of five (5) days, and two (2) weeks notice for blocks of less than five (5) days. Single days may be scheduled by mutual agreement between the employee and supervisor. The Employer shall return approved request within five (5) working days.

(d) Unused Days

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

(e) Restrictions

(i) Guaranteed days off in the months of June, July, August, September and December cannot be scheduled unless approved by the Employer.

(ii) A maximum of five (5) guaranteed days off may be taken in advance of scheduled annual vacation. All outstanding vacation days must be scheduled before any additional guaranteed days off can be scheduled.

24.02 Discretionary Leave of Absence

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

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

24.03 Union Leave

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

(a) Number of Employees

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

- (b) **Maximum Leave**
No employee can take more than five (5) working days of such leave in a calendar year.
- (c) **Notice**
Notice of such leave will be given to the Company in writing, at least thirty (30) calendar days in advance.

24.04 Parental Leave

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

24.05 Time Off Request for Bargaining

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

ARTICLE 25 – TIME OFF SCHEDULING

25.01 (a) Total Time Off

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

The total time off cap will be thirty percent (30%) during the last two (2) weeks of fiscal year end (currently last two weeks of August).

(b) Priorities

Within the cap, the following priorities apply:

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


(c) Qualifications

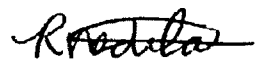
In the event that the requests for time-off exceed the caps provided in (a) above, for a particular period of time, approvals will be granted according to the specified priorities and by seniority.

ARTICLE 26 – NO OTHER AGREEMENT

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

Dated Vancouver, British Columbia this 31 day of MAY, 2017


Shaw Cable Systems G.P.


I.B.E.W. Local 213



APPENDIX 1

LETTERS OF UNDERSTANDING

#1 – WORK JURISDICTION

The parties agree to the following as it pertains to Article 2.03 – Work Jurisdiction.

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

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

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

#2 – EDUCATIONAL REIMBURSEMENT

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

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

#3 – ADVANCEMENT OF SKILLS/ABILITIES

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

LETTER OF AGREEMENT

EARLY RETIREMENT INCENTIVE

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

Age 60 12 months regular salary

Age 61 10 months regular salary

Age 62 8 months regular salary

Age 63 6 months regular salary

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


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

This Letter of Agreement comes into effect upon the ratification date of the new three-year agreement and expires on March 23, 2019.

Dated Vancouver, British Columbia this 31 day of MAY, 2017



Shaw Cablesystems G.P.



I.B.E.W. Local 213

**SHAW CABLESYSTEMS (WHITE ROCK)
LETTER OF AGREEMENT**

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

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

Dated Vancouver, British Columbia this 31 day of MAY, 2017



Shaw Cablesystems G.P.



I.B.E.W. Local 213

Letter of Understanding Regional Fibre Group

Shaw Cablesystems G.P. (The Company) and the IBEW Local 213 (The Union) agree to the following terms for a Local IBEW 213 Regional Fibre Group to encompass the North Vancouver, Port Coquitlam and White Rock certifications. The object of this Regional Fibre Group is to ensure that sufficient qualified technicians are trained and available for fibre restoration where fibre optic cable has been damaged, cut or otherwise rendered inoperative.

The current IBEW 213 Installers, Stan Colliss and Mike Wickstrom shall be considered the current IBEW 213 Regional Fibre Group. It is understood that they have been grandfathered and any replacement or addition to the IBEW 213 Regional Fibre Group will be a qualified Journeyman or Apprentice.

For the purposes of this agreement “qualified” shall mean any Journeyman or Apprentice who has had the appropriate training in order to meet the Regional Fibre team standards as determined by the Company. This qualification would also extend to any Journeyman who has worked within the Regional Fibre Group for an extended period of time.

It is agreed that within the term of this agreement all current IBEW 213 Journeyman in Port Coquitlam, North Vancouver and White Rock will be trained and qualified. This time frame may be extended by mutual agreement of the parties. Until such time a separate call-out list for qualified fibre technicians will be created and updated regularly by the company. A current copy of the qualified fibre call-out list will be supplied to the Union.

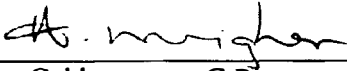
Process for Call-out:

When a call-out is made, primary responders will be members from the IBEW 213 Regional Fibre Group (currently Stan & Mike) with secondary support from qualified Journeyman within that certification. Should additional manpower be needed, qualified Apprentices within that certification will be called. Should further additional manpower be needed qualified Journeyman and Apprentices from other IBEW 213 certifications will be called.

Once all Journeymen in Port Coquitlam, North Vancouver or White Rock are trained and qualified the Union will be notified and the current practice call-out as per standby within that certification will apply for secondary support for the IBEW 213 Regional Fibre Group.

If one member of the current IBEW 213 Regional Fibre Group is unavailable for a call-out, a qualified Journeyman or Apprentice within that certification will fill in. If both members are unavailable then a TWU Local 60 Regional Fibre crew may be called for primary responders. Notwithstanding, the above will not impede the natural growth of the IBEW 213 Regional Fibre Group.

Dated Vancouver, British Columbia this 31 day of MAY, 2017



Shaw Cablesystems G.P.



I.B.E.W. Local 213

**Letter of Understanding
Fibre to the Premise**

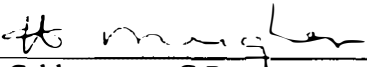
This letter is intended solely to clarify the roles of Journeymen, Apprentices, Installers and TFRs as they apply to Fibre to the Premise (FTTP). Nothing in this letter will alter or change the current jurisdictional language contained in Article 2.08 of the White Rock Collective Agreement.

Journeyman and Apprentices will be able to perform installation, service and maintenance of all FTTP components from the head end up to and including the customer premise.

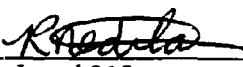
Installers will be able to perform installation and service of all FTTP components from the optitap to the customer's premise. In situations where there is no optitap, installers will be permitted to perform installation and service from the FTC to the customer's premise.

TFRs will be able to perform installation of all FTTP components from the optitap to the customer's premise. In situations where there is no optitap, TFRs will be permitted to perform installations from the FTC to the customer's premise.

Dated Vancouver, British Columbia this 31 day of MAY, 2017



Shaw Cablesystems G.P.



I.B.E.W. Local 213

Letter of Understanding

Between

Shaw Cable (Port Coquitlam, North Shore, White Rock) (“Company”)

And

IBEW Local 213 (“Union”)

Training and Funding


Employees interested in pursuing NETCOM training courses will be provided the opportunity to use Guaranteed Days Off (GDOs); subject to the terms and approval of Article 24.01.

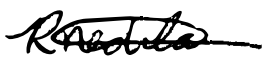
All employees covered under the collective agreement will contribute ten (10) cents per hour to the NETCOM Training Fund.

The NETCOM assessment shall increase automatically every year in accordance with the journeyman rate percentage or \$0.01 whichever is greater.

Payment to the NETCOM Training Fund shall be submitted every pay period.

Dated Vancouver, British Columbia this 31 day of MAY, 2017


Shaw Cablesystems G.P.


I.B.E.W. Local 213