

**COLLECTIVE AGREEMENT**

**BETWEEN**

**KINCARDINE CABLE TV LTD.  
(hereinafter referred to as the “Employer”)**

**AND**

**POWER WORKERS UNION LOCAL 1000  
CANADIAN UNION OF PUBLIC EMPLOYEES  
(hereinafter referred to as the “Union”)**

**Article 1: Purpose and Relationship**

- 1.01 The general purpose of this agreement is to aid in maintaining mutually satisfactory relations between the Employer and its employees, to provide orderly collective bargaining relations and to secure prompt and equitable disposition of complaints. Both parties recognize a duty to co-operate in good faith individually and collectively for the advancement of these purposes.
- 1.02 Wherever the context so requires in this agreement, words importing the singular or masculine or feminine gender shall be considered to include the plural or opposite gender.

**Article 2: Recognition**

- 2.01 The Employer recognizes the union as the sole bargaining agent for all employees of Kincardine Cable TV Ltd. excluding casual students, Computer Graphics/ Sales Representative, Internet Liason, Supervisors and those above the rank of Supervisor.
- 2.02 Where an employee is transferred out of the bargaining unit and subsequently transferred back into the bargaining unit within three months, he/she shall continue to accumulate seniority as if he/she had not been transferred out of the bargaining unit.

Should such employee not be transferred back into the bargaining unit within three (3) months, all bargaining unit seniority shall be lost, unless otherwise agreed upon by the Employer and the union.

During such three (3) month period the Employer shall have the right to transfer such employee back into the bargaining unit without posting or loss of seniority.

### **Article 3: Union Security**

- 3.01 The Employer and the union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the union.
- 3.02 The Employer acknowledges the right of the union to appoint or otherwise select a bargaining committee consisting of not more than two (2) union representatives and will recognize the said committee for the purpose of handling any grievance or bargaining on any matter arising from time to time during the continuance of the agreement, including the negotiations for or renewal of any agreement. Each member of the bargaining committee shall be an employee who has been employed by the Employer for at least six (6) months since his/her date of last hire.
- 3.03 The Employer also recognizes the right of the union to appoint or otherwise select stewards for the purpose of representing members under the grievance procedure set out in Article 9.01. The number of such stewards shall be limited to a maximum of two stewards for the first ten employees, in the bargaining unit, and one steward for every ten employees thereafter.
- 3.04 When the Employer schedules a meeting which will result in discipline to an employee, the Employer will make every reasonable effort to arrange such meeting at a time when a union steward can be present if requested by the employee.
- 3.05 It is understood that the union bargaining committee members and stewards have their regular work to perform and that if it is necessary to service a grievance during working hours, the bargaining committee member or steward will not leave his/her work without first obtaining the permission of his/her immediate supervisor which permission shall not be unreasonably withheld, and he/she shall report again to him/her at the time of his/her return to work.
- 3.06 The union shall keep the Employer notified in writing of the names of the bargaining committee members or stewards and of the effective date of the appointment of such persons within seven (7) days of their appointment.
- 3.07 Such bargaining committee member or steward and the Employer shall together co-operate to enable any grievance to be investigated, dealt with and disposed of as satisfactorily and expeditiously as possible.
- 3.08 If the union requests that a bargaining committee member or authorized steward be released from his/her normal duties to perform union duties, the Employer will accommodate such requests provided that the request is received at least two weeks prior to the date of the expected absence, and the operation of the

department in which the individual is employed will permit such absence. The total number of days absent on union duties for all such individuals shall not exceed ten (10) working days per year collectively. The absences will be considered time off without pay and without loss of seniority by the Employer.

#### **Article 4: Management Rights**

- 4.01 The Union acknowledges that it is exclusively the function of the Employer, in accordance with this Collective Agreement.
- (a) To operate and manage its business in all respects in accordance with its commitments and responsibilities.
  - (b) To maintain order, discipline and efficiency.
  - (c) To direct its workforce in all respects, including but without restricting the generality of the foregoing, to hire, retire, discharge, direct, classify, transfer, promote, demote, layoff and suspend or otherwise discipline employees in accordance with the Collective Agreement, provided that a claim that an employee discipline, suspended, demoted, laid off or discharged without just cause shall be treated as a grievance as provided under the grievance procedure.
  - (d) To make, enforce and maintain rules and regulations not inconsistent with the provisions of this Collective Agreement governing the conduct of the employees; and
  - (e) To determine the nature and kind of businesses to be conducted by the Employer, the kinds and locations of the equipment and materials to be used, the control of work, the schedules of work, the requirements of a job, production standards, qualifications, efficiency, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations and to determine all other functions and prerogatives previously vested in and exercised by the Employer except as specifically limited by the express provisions of this agreement.

#### **Article 5: Union Dues**

- 5.01 During the term of this agreement, the Employer agrees to deduct an amount equivalent to the current regular monthly union dues as certified by the union to be currently in effect according to its Constitution and By-Laws, from the wages of all employees, and to remit the amounts so deducted to the financial officer of the Power Workers' Union not later than the 15<sup>th</sup> day of the month following the month to which the union dues relate. The Employer shall remit by cheque to the union the sum total of the dues deducted during the previous month together with a list stating the names of all employees from whose pay the deductions were made as well as the amount deducted from each employee. In consideration of these deductions and forwarding services by the Employer, the union agrees to indemnify the Employer for any liability arising from the deduction and forwarding of these dues.

## **Article 6: Seniority**

- 6.01 “Seniority” shall mean length of continuous service of an employee with the Employer from the most recent date the employee was hired by the Employer. “Group seniority” shall mean an employee’s length of continuous service with the Employer in one of the job groups specified in Appendix “A”.
- 6.02 A new employee shall service a probationary period of one hundred and twenty (120) days worked within a twelve (12) month period and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have his/her seniority dated back one hundred and twenty (120) working days and shall be entitled to all rights and privileges of the agreement. During the probationary period an employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Employer, if not suitable for the position. The discharge of a probationary employee shall not be the subject of a grievance and/or arbitration pursuant to the provisions of this agreement. An employee hired in the classification “trainee” shall be on probation for a period of one hundred and eighty (180) days worked from the date of last hire (a day of work is defined as the number of normal hours an employee regularly works exclusive of overtime hours).
- 6.03 An up-to-date seniority list shall be posted by the Employer each calendar year, which shall be confirmed in writing by the union within 30 days of posting, failing which it shall be deemed to be accurate.
- 6.04 An employee shall lose his/her seniority and shall be deemed to have terminated his/her employment if he/she:
- a) Voluntarily leaves the employ of the Employer.
  - b) Retires
  - c) Is discharged and is not reinstated through the grievance or arbitration procedure.
  - d) Has been laid off and has not returned to work pursuant to a recall within nine (9) calendar months of such layoff.
  - e) Fails to return to work within five (5) working days after being recalled from layoff by notice sent by registered mail to the last address the employee has reported to management.
  - f) Is absent from work for three (3) or more working days without permission, unless it is established to the satisfaction of the Employer that such absence was beyond the employee’s control, by documented evidence of unavoidable reasons for not reporting to work.
  - g) Fails to return to work upon expiry of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted unless the employee can establish that such extended leave was because of circumstances beyond the employee’s control.

h) Is absent from work for more than nine (9) months due to accident or illness or for a period equal to the employee's seniority prior to the absence, whichever is lesser.

6.05 An employee shall have his/her seniority is frozen commencing the 31<sup>st</sup> calendar day of an authorized Leave of Absence without pay for a period exceeding thirty (30) calendar days.

### **Article 7: Relief and Temporary Positions**

7.01 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfer, temporary promotion and/or temporary vacancy may be filled by the Employer for up to a maximum of six (6) months from the date the employee is placed in the temporary capacity unless an extension is agreed to by the Employer and the union. Upon filling the temporary vacancy the Employer will so advise the union within 48 hours of making the appointment.

7.02 If an employee is placed in a temporary position the employee will immediately receive the greater of the rate the employee was receiving immediately before the transfer at the Employer's request or the rate for the position to which the employee is transferred.

7.03 If an employee is transferred to a lower classification due to the elimination or modification of the requirements of his/her existing classification, then the employee shall receive the normal rate for the previous classification, reduced by 5% after three (3) months, and reduced by a further 5% in each year thereafter, until the maximum rate for the classification to which the employee is transferred, **meets or exceeds the employee's rate.**

### **Article 8: Strikes and Lockouts**

8.01 In view of the orderly procedure established by this agreement for the settling of disputes and the handling of grievances, the union agrees that, during the lifetime of this agreement, there will be no strike as that term is defined in the Canada Labour Code, as amended from time to time.

8.02 The Employer agrees that it will not cause or direct a lockout of its employees during the lifetime of this agreement.

### **Article 9: Grievance Procedure**

9.01 The parties acknowledge that, in the interests of promoting good working relationships, complaints of employees or of the Employer should be dealt with and settled at the earliest possible stage. An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this agreement shall discuss the complaint with his/her supervisor initially in order to give the

immediate supervisor an opportunity of adjusting the complaint prior to invoking the formal grievance procedure. The supervisor shall state his decision verbally within three (3) working days of receiving the complaint. Failing resolution of the complaint the grievance procedure shall be invoked.

**Step 1:** Should the employee or the union be dissatisfied with the supervisor's disposition of the complaint, he/she may, with the assistance of his/her steward or bargaining committee representative, commit the grievance to writing on a written grievance form approved by the Employer which shall be delivered to the supervisor within five (5) working days of receipt of the supervisor's reply to the complaint. The grievance shall specify the article or articles of the agreement allegedly violated, contain a detailed statement of the facts relied upon, indicate the relief sought and be signed by the employee, or union steward. The supervisor shall answer the grievance in writing within five (5) working days.

**Step 2:** Should the employee or the union be dissatisfied with the disposition of the grievance at Step 1, the grievance may be referred to the President or his designate within five (5) working days of the response at Step 1. The President shall answer the grievance in writing within five (5) working days of receipt.

**Step 3:** If no settlement is reached at Step 2, then the matter may be referred to arbitration within ten (10) working days of the written response of the President or his designate, as set out in Article 10.

- 9.02 The union or the Employer may initiate a policy or group grievance beginning at Step 2 of the grievance procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under this article by either the union in the case of a union grievance or the Employer in the case of **an employer** grievance. The union may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall not thereby be by-passed.
- 9.03 Time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Employer and the union.
- 9.04 No grievances may be submitted concerning termination, layoff or disciplining of a probationary employee, except where bad faith is alleged.
- 9.05 A regular employee who is discharged or suspended for more than five (5) working days may file a grievance at Step 2 of the grievance procedure within three (3) working days after such discharge or suspension.

## **Article 10: Arbitration**

- 10.01 Any grievance relating to the interpretation, application or administration of this agreement which cannot be settled after exhausting the grievance procedure, including any question as to whether a matter is arbitrable, may within, but not more than ten (10) working days after, the completion of Step 2, be submitted to arbitration by either party. A request to submit a matter to arbitration will be made in writing and delivered to the other party. Such request shall contain, insofar as possible, a complete and accurate statement of the grievance matter to be arbitrated and will recommend three Arbitrators who are acceptable to the party making the submission to arbitration. Within five (5) working days of receipt of this notice, the other party shall respond by approving one of the three choices of Arbitrator suggested by the other party or recommending three other Arbitrators who are acceptable to that party. If the parties are unable to agree within five (5) further working days on an Arbitrator either or both parties may make an application to the Minister to appoint an Arbitrator pursuant to the provisions of the Canada Labour Code Part I as they may apply from time to time.
- 10.02 An Arbitrator shall not have the power to add to or subtract from or change the provisions of this Collective Agreement or to deal with any matter not contained in the statement of grievance filed by the party referring the matter to arbitration.
- 10.03 The Union and the Employer shall each pay one-half of the expenses and remuneration of the Arbitrator and shall each bear its own costs and expenses incurred in presenting its case.

## **Article 11: Hours of Work and Overtime**

- 11.01 The normal hours of work for Installer Techs shall be eight (8) continuous hours per day and forty (40) hours per week to be scheduled between Monday and Thursday each week from the hours of 7:30 am and 6:30 pm and on Friday between the hours of 7:00 am and **5:30** pm.

The normal hours of work for Installer Techs may be reduced by up to 2.5 hours per week between January 01 and March 31 as the workload dictates.

The normal hours of work for Customer Service Representatives shall be between seven (7) and eight (8) continuous hours per day and between thirty-five (35) and forty (40) hours per week to be scheduled from Monday to Thursday each week between the hours of 8:30 am and 6:30 pm and on Friday between the hours of 8:00 am and **5:30** pm.

Installer Techs may be scheduled to work on Saturdays in lieu of a weekday provided that no individual is required to work more than five (5) Saturdays per year excluding on-call Saturdays. Distribution of Saturday work shall be equitable.

Customer Service Representatives may be scheduled to work Saturdays provided that no individual is required to work more than five (5) Saturdays per year. Distribution of Saturday work shall be equitable.

Employees will receive two (2) weeks notice of the requirement to work on a Saturday and shall be permitted to take another day off within the week preceding the Saturday. Employees shall notify the Employer of the lieu day within one (1) week of being notified of the requirement to work on a Saturday.

In the event it becomes necessary for the Employer to change the starting and stopping times, the Employer will give one (1) weeks notice to the employees affected. Where the hours of one or more but not all employees in a classification are changed the employees will be allowed to choose their shifts in order of seniority. Each employee shall submit his/her choice in writing to his/her supervisor.

- 11.02 The Employer reserves the right to hire employees on a part-time basis to work to a maximum of twenty-four (24) hours per week. The Employer agrees that part-time employees will not be used to split a regular full-time position.
- 11.03 It is understood and agreed that the provisions of this article are intended to provide a basis for calculating time worked and shall not constitute a guarantee as to the hours of work per day or per week or as to working schedules or starting and stopping times.
- 11.04 All full-time and part-time employees are entitled to a paid break period of fifteen (15) minutes, to be taken between the end of the first hour and the beginning of the fourth hour of each regularly scheduled period of four consecutive hours of work. As break time is company paid time personal business is not permitted on breaks save and except reasonable personal phone calls. CSRs and inside staff will take break periods at a time agreed upon with the immediate supervisor. Installer Techs will take breaks either at the job site or on route to the next call or job site. These employees will be required to call in at the beginning of each break period including lunch breaks. The schedule of break periods for both inside and outside staff may be modified in accordance with business requirements.
- 11.05 Time and one-half shall be paid for all work performed outside normal scheduled hours.
- 11.06 Installer Techs are expected to rotate on call outside the normal hours of work for their classification from the end of their shift on Friday evening until the beginning of their shift on the following Friday morning. The employee performing on-call duties shall receive **\$150.00 (effective February 1, 2008)** as

an on-call premium together with time and one-half for hours worked after normal hours.

11.07

- (a) If three (3) or fewer Installer Techs are rotating on-call work, the on-call employee shall receive an on-call stipend of **\$175.00 (effective February 1, 2008)** plus time and one-half for work performed after normal hours.
- (b) If the supervisor is also rotating on call, the on-call Installer Techs shall receive an on-call stipend of **\$200.00 (effective February 1, 2008)** plus time and one-half for work performed after normal hours.
- (c) If the Installer Tech is required to work on-call more than one week in a calendar month, the employee shall receive an additional stipend of **\$35.00** for each additional on-call worked.
- (d) The on-call employee is required to hold himself/herself available within a reasonable length of time outside of normal scheduled hours.
- (e) The on-call employee shall keep the answering service informed as to where he/she can most likely be reached by telephone.
- (f) While on call the employee shall not consume alcohol or drugs to the extent that his/her ability to operate a vehicle or perform the work is impaired.

11.08

A paging device and a cellular telephone will be supplied to the employee on call. The provision of this pager and telephone is conditional upon the employee using the telephone for business related purposes only.

11.09 An employee shall only be entitled to one (1) on-call payment per on-call period.

#### **11.10 Absence Reporting**

**Employees are expected to attend work as scheduled. When unable to attend, the employee shall contact his/her immediate Supervisor or delegate or, if unavailable, the answering service prior to his/her scheduled shift start time. The employee shall give the reason he/she is unable to report for work and the expected duration of the absence.**

11.11 **In the event of inclement weather conditions jeopardizing the ability for the employee to travel to work safely, the employee shall be permitted to use his/her personal paid holiday or vacation entitlement to substitute for lost earnings that day, provided that the employee advises the supervisor prior to the start of shift that day and specifies whether personal paid holiday, vacation pay entitlement, or time off without pay is to be used.**

## **Article 12: General Holidays**

12.01 General Holidays are as follows:

1. New Years Day
2. **Family Day**
3. Good Friday
4. Easter Monday
5. Victoria Day
6. Canada Day
7. Civic Holiday
8. Labour Day
9. Thanksgiving Day
10. Remembrance Day
11. Christmas Day
12. Boxing Day

12.02 An employee who does not work on a general holiday as defined by the Canada Labour Code is entitled to be paid at his/her regular rate of wages for his/her normal hours of work for the general holiday if during the 30 days immediately preceding the general holiday the employee was entitled to wages for at least 15 days and has worked for the Employer for at least 30 days of employment.

12.03 No employee will be entitled to be paid for the general holiday if the employee did not report to work after having been called into work on that day. The Employer agrees to make reasonable efforts to find a volunteer to work on the general holiday, failing which the most junior employee available will work.

12.04 No employee will be entitled to be paid for the general holiday unless the employee has worked the full scheduled day which immediately precedes and follows such general holiday. Exceptions will be made in the case of an employee who is absent due to personal illness, verified by a physician if requested, bereavement leave or approved leave of absence.

## **Article 13: Personal Paid Holiday**

13.01 One (1) personal paid holiday per calendar year (effective January 1, 2006) may be taken at a time mutually agreed to between the employee and his/her supervisor, provided the employee gives at least one (1) week's notice of his/her request.

## **14.0 Vacation**

14.01 An employee will be entitled to the following vacation time and pay:

From three (3) months to **three (3)** completed years continuous employment – 2 weeks time off and 4% of earnings.

From **three (3)** to eight (8) completed years continuous employment – 3 weeks time off and 6% of earnings.

From eight (8) to **eighteen (18)** completed years continuous employment – 4 weeks time off and 8% of earnings.

**From eighteen (18)** and over completed years continuous employment – 5 weeks time off and 10% of earnings.

- 14.02 When vacation is taken, the Employer shall pay out the accumulated vacation pay entitlement on the last working day before the vacation.

#### **Article 15: Vacation Scheduling**

15.01 Employees shall make application for vacation time off by March 01<sup>st</sup> of each year and list two alternative vacation periods. Choice of vacation will be given in order of seniority. Only one employee in a classification per work group may be off at any time. Employees shall not be allowed to take more than two weeks vacation in the period from June 01<sup>st</sup> to the Labour Day weekend unless mutually agreed upon.

15.02 Vacation schedules shall be confirmed by March 30<sup>th</sup> each year and shall not be changed unless otherwise mutually agreed upon between the employee and the Employer. Employees coming off layoff will be required to submit their schedule within two (2) weeks of returning to work; vacations shall be granted as per Article 14.01.

15.03 Vacation time must be used within the current calendar year, however an employee will be entitled to defer and carry over one week of vacation entitlement which must be used by March 31<sup>st</sup> of the following year.

#### **Article 16: Sick Days**

16.01 Employees will be granted up to seven (7) days off with pay per year for personal illness or illness of an immediate family member (mother, father, spouse, child). The Employer reserves the right to require a medical certificate or other reasonable proof of illness and the Employer will reimburse the employee for the expense of same upon production of a valid receipt. Credit for these sick days will accumulate at the rate of one sick day for every 1.7 months worked.

## **Article 17: Bulletin Boards**

The Employer will provide a bulletin board in a mutually agreeable location for the posting of union notices as provided by the Union Steward to the Employer in advance.

## **Article 18: Benefits and Pension**

18.01 Employees are entitled to participate in a company paid benefit plan after completing the probationary period. The Employer shall pay 100% of the premiums for the following benefits:

Employer Health Tax

Basic dental coverage (see current Plan)

Extended health care and drug coverage (see current Plan)

Basic long-term disability coverage (see current Plan)

Life insurance (see current Plan)

18.02 The Employer may enter into a contract or contracts with an insurer or insurers to provide all or any of the benefits described herein and upon doing so the Employer shall be relieved of any liability to any employee or dependent with respect to performance of the obligations contracted for by the insurer and the Employer may from time to time terminate, reinstate and/or substitute any such contract or contracts. No insurance company contract which may be entered into by the Employer for the purpose of providing any benefit described in this agreement shall alter, amend or detract from the provisions of this agreement. The Employer shall notify the employees of any significant changes in the benefits under the plan.

18.03 No payment or claim will be made if the employee fails to meet the requirements of the insurer with respect to proof and time limitations under regulations normally included in the policies written in Ontario.

18.04 The Employer shall have the right, and an employee claiming payment of compensation shall afford the opportunity, to conduct an examination of the employee by a physician appointed by the Employer at a mutually convenient time and as may be reasonably required, while a claim for compensation is pending.

18.05 The Employer will match the contribution of any employee making contributions to the group RRSP to a maximum of 2% of that employee's earnings. The employee will be permitted to have deducted from his/her regular pay such amount as he/she authorizes in writing to be paid into the group RRSP. The employee will be permitted to contact the group trustee of the pension plan and

any new information concerning the group RRSP will be posted on the bulletin board.

**18.06 The employer will provide a vision care allowance as follows:**

**February 1, 2008 - \$100.00**

**February 1, 2009 - \$100.00**

**February 1, 2010 - \$100.00**

**These payments will be made on a per family basis, with co-payment of 50% by the employee, upon submission of a receipt or proof of purchase.**

**“Family” shall include dependants listed in the group insurance policy.**

**Article 19: Layoff and Recall**

- 19.01 The Employer and the union agree that in the event of a layoff, each employee shall be laid off in reverse order of his group seniority within a classification, provided the remaining employees are capable and qualified to perform the work available.
- 19.02 The Employer agrees to give the employees notice of any scheduled layoff at least twenty-one (21) days before the institution of such layoff. Notwithstanding the above, the Employer may make non-scheduled layoffs without such notice caused by the failure to receive supplies, breakdown of equipment, fire, flood, inclement weather or other unanticipated event causing disruption of work. The Employer shall promptly notify the union steward of its intentions in the event of a non-scheduled layoff and keep the union steward advised.
- 19.03 Any regular employee who is laid off shall remain on recall status for a period of nine (9) months after which period such employee’s right to recall under the provisions of this agreement shall terminate. Employee(s) on layoff will have benefits maintained up to a maximum of one (1) month from date of actual layoff.
- 19.04 Notice of recall to an employee who has been laid off shall be made by hand delivery, courier or registered mail to the last known address of the employee or at such address as the employee may in writing advise the Employer. The employee must respond to such notice within five (5) working days of mailing or lose rights of seniority and recall, unless prevented from responding to a recall notice because of illness or other circumstances beyond the employee’s control. Should this occur the employee shall not lose recall rights but may be by-passed for the position available. Any employee by-passed through failure to respond shall remain on the recall list for the balance of the employee’s recall period.

- 19.05 The Employer agrees that it will not contract out work currently being performed by bargaining unit employees, if the result of such contracting out is to cause a layoff of bargaining unit employees.
- 19.06 Two (2) supervisors will retain the right to perform the work of bargaining unit employees subject to the following conditions:
- (a) The supervisors will not perform any work of the bargaining unit employees when there is no incumbent in the classification in question unless the available work has been declined by all employees in the classification.
  - (b) Where there are employee(s) working within a classification, the supervisors will not perform bargaining unit work in excess of twenty (20) hours per week including on-call unless the available work has been declined by all employees in the classification.
- 19.07 Two (2) owner/managers retain the right to perform the work of the bargaining unit employees.
- 19.08 Computer Graphics Designer/Sales Representative and Internet Liason will not perform any work of the bargaining unit employees.

**Article 20: Leave of Absence**

- 20.01 After completion of the probationary period, in the event of death in the immediate family, an employee who notifies the Employer will be granted bereavement leave on any of the normal working days that occur during the three days immediately after the day of death. "Immediate family" is defined as including the employees current spouse, parents, parent's current spouse, children, sisters, brothers, current mother-in-law and current father-in-law and their current spouses, grandparents, grandchildren and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides. When requested by the Employer, the employee will furnish satisfactory proof of death of the member of his/her immediate family.
- 20.02 "Spouse" means a man and a woman who are married to each other or a man and a woman who are not married to each other and have cohabited continuously for a period of not less than one year or in a relationship of some permanence, if they are the natural or adoptive parents of the child. An employee may have only one spouse for the purpose of bereavement leave entitlement. The Employer will consider the person to whom the employee is legally married as the spouse unless otherwise notified.
- 20.03 It is agreed that there will be no deduction from the pay of bargaining committee members or stewards for time spent while meeting with representatives of the

Employer during such bargaining committee members or stewards regularly scheduled working hours. Bargaining committee members or stewards will not be paid for time spent engaged in negotiating Collective Agreements, with respect to handling grievances beyond the second step or with respect to arbitrations.

#### **Article 21: Court Attendance**

After completion of the probationary period an employee who is called for jury duty or who is subpoenaed as a witness in any Court of law in a proceeding other than one in which he/she or a member of his/her immediate family is a party, will receive for each day of absence from work, to a maximum of five (5) working days per year, the difference between pay lost (computed at his/her regular wage rate for the number of normal hours of employment) and the amount of the jury fee or witness fee received, provided that the employee furnishes the Employer with a certificate of service signed by the Clerk of the Court showing the particulars of the time served and the amount of the jury fee received or in the case of a witness, proof of the service of the subpoena and of the particulars of the amount of witness fee received. The term "immediate family" shall have the same meaning as in Article 19.01.

#### **Article 22: Leave for Employees with Child Care Responsibilities**

Employees shall have as their entitlement such leave as is provided for in the Canada Labour Code Part III as amended from time to time.

#### **Article 23: First Aid and Safety**

The Employer agrees to comply with Federal Health and Safety Regulations as in force from time to time under Federal law.

#### **Article 24: Pay Days**

- 24.01 The employee's pay cheque will be made available to the employee at the office not later than noon on Thursday, every second week, for wages earned to the preceding Tuesday, provided that the employee hands in his/her time sheets, duly completed, by 5:00 p.m. on the Tuesday prior to the scheduled pay date.
- 24.02 Each employee will be provided with a slip setting out all hours worked and the hourly rate paid and showing all deductions made from pay.

#### **Article 25: Tools and Equipment**

- 25.01 The Employer will provide vehicles for the company business and on-call work only. No personal use of company vehicles is permitted. The Employer will supply the necessary tools, gloves and equipment to carry out the service. An employee must return the worn out or broken article in order to receive a replacement. The employee will be responsible for proper care of all such tools

and equipment, and will be responsible for the cost of all lost tools and equipment in excess of Eighty (\$80.00) dollars per year. Any such costs incurred by the employee will be deducted from the employee's pay.

- 25.02 In order to provide for security of tools and equipment, each employee who is assigned a company vehicle shall keep the truck locked at all times after his shift and until the next following shift commences. After locking the company vehicle the employee shall turn in the keys to the vehicle at the end of the day to his supervisor or place them in a drop box at the office.

The on-call Installer Tech shall retain the key for his/her company vehicle during the time he/she is on call.

- 25.03 The Employer will provide uniforms as required, at the Employer's discretion, to be worn by all employees who are involved in technical outdoor work, except probationary employees and students.

- 25.04 The Employer will provide a boot allowance of **one hundred and fifty (\$150.00)** dollars per year for all employees who are involved in technical outdoor work, except probationary employees and students, to be paid to employee upon producing a valid receipt.

#### **Article 26: Wage Classifications**

The wage rates and classifications for employees covered by this agreement shall be those shown in Appendix "A" attached hereto and forming an integral part of this agreement.

#### **Article 27: Postings and Vacancies**

- 27.01 In the event that the Employer should establish a new job classification or have a requirement for an additional employee within a job classification covered by this agreement the Employer shall post up a notice to this effect for a period of six (6) working days. The notice will contain the particulars of the job, the deadline for applications and wage rate to be paid as well as the hours for the position, together with a brief description of the qualifications required.
- 27.02 If there are employees on the lay-off list, notice shall be given to such employees by regular mail at the last known address of the employee. The notice shall be deemed to be received on the third working day after mailing. The employee must respond to such notice within five working days of receipt or lose the right to be considered for such vacancy.
- 27.03 Notwithstanding the above, if an employee is transferred to prevent his/her layoff due to the elimination of the employee's existing classification or modification of the requirements of an existing classification so the employee can no longer carry

out the work in that classification, such vacancies shall not be required to be posted.

- 27.04 In filling such a posted vacancy in the job classification, first consideration will be given to employees who have the skills, qualifications and ability to perform the work in question at the time of the vacancy. Where these factors are relatively equal the employee with the greatest seniority shall fill such vacancy.
- 27.05 If in management's opinion there are no suitable applicants with the skills, qualifications and ability from within the bargaining unit, the Employer reserves the right to make a selection from outside the unit or to withdraw the posting.

#### **Article 28: Meal Allowance**

An employee who is required to work two (2) hours or more overtime in addition to his/her normal hours, and thereafter at each four (4) hour interval, is entitled to a meal allowance of **twelve (\$12.00)** dollars. An employee who works two (2) hours or more immediately prior to the start of his/her normal work hours is entitled to a meal allowance of **twelve (\$12.00)** dollars.

In addition, meal allowance will apply to on-call employees who are called out for a period in excess of four (4) hours of continuous work and at each four (4) hour interval thereafter.

#### **Article 29: Technological Change**

Where mutually agreeable between the Employer and the employee, the employee will be provided with updated training in his/her classification of work to adapt to the technological changes within the industry. Such training that is done will be at the expense of the Employer.

#### **Article 30: Vehicle Maintainer Position**

The Employer has the right to appoint a bargaining unit employee to perform duties as a Vehicle Maintainer. The scope of the duties in this position will be discussed prior to the appointment with the employee who may elect to accept or reject the position. While performing the responsibilities of the Vehicle Maintainer position the employee will be entitled to an annual bonus of five hundred (\$500) dollar to be paid as follows:

After six (6) months of completing Vehicle Maintainer duties – two hundred fifty (\$250) dollars.

After twelve (12) months of completing Vehicle Maintainer duties – two hundred fifty (\$250) dollars.

The Employer has the right to remove the employee from the Vehicle Maintainer duties for unsatisfactory performance, and in such case will pay the employee the bonus on a pro rata basis.

**Article 31: Duration of Agreement**

This agreement shall come into effect on the **1<sup>st</sup> day of February 2008** and shall remain in effect until the **31<sup>st</sup> day of January 2011**, and thereafter from year to year unless either party gives notice of a desire to terminate this agreement.

DATED AT Kincardine, THIS 2<sup>nd</sup> DAY OF APRIL, 2009.

FOR THE EMPLOYER:

FOR THE EMPLOYEES:

KINCARDINE CABLE TV LIMITED

POWER WORKERS' UNION  
CUPE Local 1000

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

**Appendix A**

<b>JOB CLASSIFICATION</b>	<b>PREREQUISITES</b>	<b>FEB 2008</b>	<b>FEB 2009</b>	<b>FEB 2010</b>
<b><u>INSTALLER TECH</u></b>				
Level 1	Eight (8) years, as an Installer Tech or equivalent experience including successful completion of probationary period. Meets qualification and ability requirements.	\$21.75	\$22.46	\$23.13
Level 2	Three (3) years as Installer Tech, or equivalent experience including successful completion of probationary period. Meets qualification and ability requirements.	\$19.78	\$20.42	\$21.03
Level 3	Successful completion of probationary period. Meets skill and qualification requirements.	\$17.03	\$17.58	18.11
Level 4/Trainee	Meets basic skill and qualification requirements.	\$14.92	15.40	15.86
<b><u>CUSTOMER SERVICE REPRESENTATIVE (CSR)</u></b>				
Level 1	Twelve (12) years as a CSR or equivalent including successful completion of probationary period. Meets qualification and ability requirements.	\$17.94	\$18.52	\$19.08
Level 2	Eight (8) years as a CSR or equivalent including successful completion of probationary period. Meets qualification and ability requirements.	\$16.16	\$16.69	\$17.19

Level 3	Three (3) years as CSR or equivalent experience including successful completion of probationary period. Meets qualification and ability requirements	\$15.62	\$16.13	\$16.61
Level 4	Successful completion of probationary period. Meets skill and qualification requirements.	\$14.04	\$14.50	\$14.94
Level 5/Trainee	Meets basic skill and qualification requirements.	\$12.78	\$13.20	\$13.60