

COLLECTIVE AGREEMENT

BETWEEN

SEASIDE COMMUNICATIONS INC.

AND

LOCAL UNION 1852

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

January 1, 2016 – December 31, 2017

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SECTION 1 – PARTIES TO THE AGREEMENT

**Collective Agreement
Between
Seaside Communications Inc. (also referred to as "The Company" or "Employer")
And
Local Union 1852
International Brotherhood of Electrical Workers (also referred to as "The Union")**

SECTION 2 – TERMS OF AGREEMENT

This Agreement shall be in effect from **January 1, 2016 to December 31, 2017** and from year to year thereafter. Either party desiring a change shall give notice in writing not less than thirty (30) days prior to Day 1 in any year in which this Agreement expires and shall detail in writing such change or changes desired, at least fifteen (15) days prior to commencement of negotiations. The parties hereto may, by mutual consent and during the term of this Agreement, alter, amend or change the particular clauses set out herein.

SECTION 3 – PURPOSE OF AGREEMENT

The purpose of this Agreement is in the mutual interest of the Employer and Employees, to provide for an amicable method of settling any differences or misunderstandings which might possibly arise and to further to the fullest extent possible, the safety and welfare of the Employees, economy and competitiveness of operation, and protection of all property. It is recognized by this Agreement to be the duty of both parties, collectively, for the advancement of said conditions.

SECTION 4 – RECOGNITION

For the purpose of this Agreement, the term "Employee" shall mean all Employees covered under the bargaining unit's certification order.

SECTION 5 – UNION SECURITY

The Company agrees that all Employees coming within the jurisdiction of the Union, as a condition of employment shall be required to become and remain a member of the Union. Applications for membership in the Union and forms authorizing the check-off of Union dues and initiation fee will be supplied by the Union to the Employer. The Employer will distribute these forms to the Employees which will be affected; collect them when signed, retain the check-off authorization and forward the membership application to the Union at the proper address on file.

Any Employee who refuses to sign the appropriate form, or who revokes the authorization, will be deemed to have voluntarily separated and his employment will be terminated.

The Employer agrees to deduct from each pay an equal amount specified by the Union for dues and other charges. If union dues are owed by an employee on an unpaid leave, the union will be responsible to collect union dues.

The amounts so deducted shall be remitted by the Employer to the Union at the proper address on file during the second week of each month, together with a list of all employees on whose behalf such deductions have been made.

The employer agrees not to subcontract work that is traditionally performed by employees covered by this collective agreement, with the exception of strand and cable and/or the fibre equivalent and teardown, so long as there is no bargaining unit employee on layoff qualified for and able to perform the required work. The union acknowledges that the employer intends, during periods within the term of this agreement, to upgrade and expand its network infrastructure, and that during such interim periods additional skilled and semi-skilled labour may be required for temporary assignments to augment the resources of the bargaining unit. The employer and the union agree that such temporary subcontracting shall be permitted provided that no bargaining unit employee with requisite skill, ability and experience is on layoff. The employer also agrees to consider any recommendations the union may have with respect to the recruitment of temporary sub-contract labour, but reserves the exclusive right to select temporary sub-contract personnel according to its assessment of the needs of the assignments in question and the skills and abilities that are required are available.

It is agreed that students in a secondary education program (including Community College) may be employed by the Employer subject to the following:

1. All students from the date of hire shall become Union members, consistent with arrangements worked out between the employer and the Union.
2. All students would be part-time (not full-time) employees.
3. Students will not work for a term exceeding four (4) months at a time.
4. Student rates:

Clerical minimum wage
Studio Helper minimum wage

The above rates shall apply for the duration of this collective agreement.

5. It is agreed that no student shall become an employee nor remain an employee of the Company at a time when a regular full-time employee is on layoff and is ready to return to work and capable of doing the work available.
6. No student shall perform bargaining unit work outside the hours worked by regular full-time employees unless the regular full-time employees have been asked and are unavailable to do the work or unless the work is outside their job classification.

SECTION 6 – STEWARDS

The Employer agrees to recognize a Steward and alternate Steward appointed by the Business Manager of the Local Union. The Steward will be an Employee of the Employer who is qualified to work and will perform work assigned by the Employer in line with his duties. In addition to his duties as a workman, the steward or alternate steward shall be permitted reasonable time to perform such duties of this Union as cannot be performed off the job. He shall assist the Employer and the Union members in carrying out the provisions of this Agreement.

The Employer agrees to allow the Steward three (3) days off with pay per year to attend “Labour Management) educational courses.

SECTION 7 - MANAGEMENT RIGHTS

Subject to the limitations and specific terms of this Agreement, the Management of the business and the direction of the working force including but not limited to, the right to plan, direct and control operations, hire, layoff, transfer, maintain discipline and efficiency of the Employees, establish and enforce rules of conduct, discipline and discharge Employees for proper and sufficient cause, increase or decrease the working force, determine methods and schedules of construction operation, material and equipment to be used, are vested solely in the Employer. The Employer in the exercise of these rights shall not discriminate against any member of the Union.

SECTION 8 – HOURS OF WORK

The normal hours of work will be forty (40) per week, consisting of five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days pursuant to the provisions of a Modified Work Schedule when one is agreed to by the parties, exclusive of meal periods. There will be a ten (10) minute rest period once in the morning and once in the afternoon, scheduled so as not to interfere with the efficient performance of the work.

Regularly scheduled shifts will normally occur between 5:00am and 10:00pm, Monday through Saturday. It is recognized that the Employer may occasionally be required to schedule shifts outside these hours. It is agreed by the Union that should the Employer face competitive issues during the life of this Agreement that require regular Sunday work, the parties will meet and discuss in good faith how the Employer’s needs will be addressed.

Shift schedules and the assignment of these schedules will be the subject of discussion between the Employer and the Union (represented by the Steward or the Union Representative) and every effort will be made to reach agreement on these issues. Specifically, the Employer will try to accommodate the wishes of those Employees who want to work ten hour shifts. However, in the absence of agreement, the Employer will have the right to schedule work.

Where an Employee's shift is being changed, the Employee will be given a minimum of one week's notice of the change unless the change is being made for reasons beyond control of the Employer, (for example, to cover illness or other unscheduled absence of another Employee) in which case the Employee will be given as much advance notice as is possible under the circumstances.

In the event the Employer introduces regular shifts that go into the evening hours (i.e. after 5pm) those shifts will be assigned on a rotating basis to employees capable of doing the required work. If backshift is established an extra one dollar and fifty cents (\$1.50) per hour will be paid to all employees working back shift. The back shift hours are from 12:00 am (midnight) to 8:00 am.

SECTION 9 – GRIEVANCES

“Grievance” means a statement in writing that is submitted in accordance with the applicable procedure contained in this Section and which sets out any difference relating to the interpretation, application or alleged violation of any provision of this Agreement.

Before presenting a grievance, the Union will first discuss the matter with the manager. If the Union is not satisfied with the manager's reply, a grievance may be advanced in accordance with the steps set out in this Section.

The time limit for filing a grievance will expire ten (10) days from the day on which the circumstances giving rise to it occurred or from the day the grieving party became aware of it.

The grievance will be given to the manager. The manager will give his or her reply in writing within (5) days of his or her receipt of the grievance. If no settlement is reached, the matter shall be referred to arbitration.

The procedure for arbitration will be as follows:

- a) The referral to arbitration must be made in writing.
- b) The parties will endeavor to agree on the appointment of an arbitrator within ten (10) days of the referral to arbitration. Failing agreement within this time period, either party may ask the Minister of Labour to appoint an arbitrator.
- c) The decision of the arbitrator shall be final and binding on both parties.
- d) Any fees or other expenses incurred by the arbitrator shall be equally shared by the Employer and the Union.

SECTION 10 – DISCHARGE

The Employer shall have the right to discharge Employees for just cause. The Employer shall give the affected Employee notice in writing, with a copy of such notice to the Union, stating the reason for discharge. If the Union believes that a discharge is unjustified, it shall be treated as a matter which is arbitral and may demand arbitration as provided in Section 9 above. The arbitrator shall have jurisdiction to review the discharge and may order reinstatement with back pay, sustain the discharge, or impose such lesser penalty as may seem to him or her to be appropriate.

Any Employee afflicted with alcoholism or drugs will consent to take an agreed recommended program directed to his or her rehabilitation and his or her employment will not be in jeopardy during that period.

If an Employee volunteers to take the 28 Day Program, he or she can use up his or her sick days. If he or she doesn't have enough sick days the Employer will pay the remainder of his or her 28 days in detox (note: - once every two (2) years).

Employees found to have consumed alcohol or drugs while performing their duties or while on the Employer's premises will result in the following disciplinary action:

First Offence: One (1) week suspension

Second Offence: Take the 28 Day Program and continue to prove to his or her Employer that he or she is doing something about his or her problem; failing to comply with this the Employee will be given an immediate indefinite suspension. The Employee will be on probation for twelve months following his or her return from the 28 Day Program. It is agreed that if he or she commits a further offence during this probation period, he or she will be immediately discharged for just cause.

Third Offence: Repeat 28 Day Program period as stated for Second Offence, except that this probation period will extend for thirty six (36) months from his or her return to work from the 28 Day Program.

In the event an Employee loses his or her driver's license for a fixed period of time and the loss of such license interferes with the Employee's ability to do his or her job, the Employee will be granted a leave of absence, without pay or benefits (unless the Employee pays in advance the full cost of the provision of benefits) and no accumulation of seniority for the duration of the loss of license.

During any such leave of absence, the Employer has the right to hire a new Employee for a fixed term to cover all or any part of the leave of absence. At the end of the fixed term, the new Employee's employment will terminate and he or she will not have any rights of any sort under this Agreement.

It is agreed that if an Employee who has taken a leave of absence under this provision loses his or her driver's license again within a year of returning to work and the loss of the license interferes with the Employee's ability to do his or her job, he or she will be subject to discharge for cause at the discretion of the Employer.

SECTION 11- PERFORMANCE OF UNION FUNCTIONS BY SUPERVISOR

Owners, Supervisors or other Employees outside the bargaining unit covered by this Agreement shall not be permitted or assigned to perform work normally performed by members of the bargaining unit unless:

- a) To give technical assistance to Employees of the unit.
- b) In case of an emergency such as loss of service by wind or storm.
- c) For reasons of immediate occupational health and safety.

SECTION 12 – SICK LEAVE

The Employer shall provide for ten (10) days sick leave per calendar year, January 1st-December 31st. Sick slips required after three days absence. Management reserves the right to request sick slips if abuse of sick time is suspected.

The Employer agrees to the accumulation of unused portion of sick leave up to a maximum of thirty (30) days. Where any Employee makes application for sick leave benefits or other disability insurance benefits, it is agreed that the Employee's medical condition may be verified through direct and confidential consultation between the Employee's personal Physician and a Physician appointed by the Employer. Benefits will not be delayed due to the consultation process. . The employee must provide signed consent to their personal physician.

The Employer shall provide two (2) personal days with pay per calendar year, January 1st and December 31st.

SECTION 13-PAY PERIODS

Employees shall be paid by direct deposit on a bi-weekly basis on Thursday of every other week by direct deposits on Thursdays. If Thursday is a holiday, the direct deposit will be made on Wednesday. There will be a clear statement of all earnings and deductions on each Employee's payroll slip.

SECTION 14 – WEATHER CONDITIONS

The Employer shall determine when weather conditions on the job are such that Employees shall or shall not work. When reporting for work and the Employee is prevented from commencing work due to climatic conditions, he or she shall receive a full day's pay.

If an Employee reports for work and at the direction of management is subsequently sent home due to inclement weather, he or she will be paid a full day's pay to a maximum of eight (8) hours pay or in the case of employees working ten (10) hour shifts, a maximum of ten (10) hours pay.

The standby Employee plus one other Employee will make themselves available to work and will be paid their regular wages for the day whether they are required to work or not. Scheduling of the other Employee will be by a storm roster which will be maintained by the Employees and will be posted in the office. If any work is necessary on such a day then two (2) Employees will be employed together for outside work or line work for safety reasons.

SECTION -15 HOLIDAY PAY

The following shall be recognized paid holidays: New Year's Day, Heritage Day, Good Friday, Victoria Day, Canada Day, Miners Memorial Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. Each Employee will also be entitled to take one floating holiday in each calendar year, the date of which is to be discussed and agreed between the Employee and his or her supervisor at least two (2) weeks in advance of the floating holiday.

SECTION 16- OVERTIME

All hours worked in excess of eight (8) hours per day or forty (40) hours per week (except in the event of different regular hours resulting from the adoption of a Modified Work Schedule pursuant to Section 170 of the Canada Labour Code) shall be paid at time and one half (1 1/2) the regular rate as set forth in Appendix 1 of this Agreement, except for Sundays when the rate shall be double (2) the times the regular straight rate of pay.

Any Called Out Employees working will receive double time for any hours that the Employees work between the hours of 11 pm and 5 am.

All work performed on a paid holiday shall be paid for at double (2) times the regular straight time rate of pay for the time worked plus pay for the holiday if qualified.

When required to work over two (2) hours overtime beyond the regular eight (8) hours, an adequate meal will be supplied by the Company. Meals will be supplied after each further four (4) hours overtime worked.

Where meals cannot be provided, the Employees who are required to work more than two (2) hours overtime or more shall receive a meal allowance of \$25.00 and a regular rest period.

Employees who accumulated overtime and wish to take the hours off in lieu of overtime pay, shall be entitled to take up to a maximum of five (5) days off in succession with two (2) weeks' notice. Such days off shall be mutually agreed to by the Employee and the Employer, which agreement shall not be unreasonably withheld. Only one (1) Employee at a time can be off work. Employees cannot accumulate more than five (5) days. Once these are used, an

Employee can start again to save for five (5) days. Note: Standby premium shall be counted as one (1) day. Overtime hours will be banked hour for hour.

For salaried employees covered by this collective agreement, any hours worked over and above 40 hours will be compensated in a manner mutually agreed upon by the employee and the employer.

SECTION 17 – WAGES AND INCENTIVE

The regular hourly rates of pay for each classification of Employee shall be in accordance with the rates contained in Appendix 1.

Additional pay by way of incentive to retain and grow the customer-base and numbers of discrete services will be applied in one of the following two ways:

1. Annual increases to be applied in subsequent years related to performance on retention and growth of the customer-base – Note: for this purpose the anchor number of customers as at December 31, 2015 will be set at 9,800.
2. A year-end bonus related to performance on growth of the numbers of discrete services during the prior year.

At each calendar year-end the Company will present to Employees the calculations of both types of incentive, and the Employees will vote on the incentive option they want to accept for that year.

Customer-base Incentive

For each block of 200 additional subscribers gained by Seaside Communications Inc. (using 9,800 as the base for year one) by the end of each calendar year throughout the contract term, an additional wage increase of 1% will be applied throughout the subsequent calendar year. The subscriber base for each succeeding year will be that number, immediately below the actual subscriber count as at December 31 of the preceding year that is exactly divisible by 200. For example if the December 31, 2016 subscriber count is 12,300, the base for calculating performance increases in 2017 will be 12,200.

Note: In the event there are net customer losses in any given year, there will be no performance related increases but also no claw-back of prior increases.

Year-end Bonus Incentive

Each increase of 600 discrete services by year end shall trigger a bonus equivalent to 1% of the employee's normal annualized wages (hourly rate x 40 x 52 X bonus rate). Increases of less than 600 will be paid on pro rata basis e.g. a 300 discrete service increase will generate a .05% percent bonus. This bonus will be paid on the second payroll in December providing a reasonable estimation of discrete services can be made at year end otherwise it will be paid on the first pay of the new year. The initial base will be the discrete services as of December 31, 2015 will be 18,255, the base will remain in force for the entire life of the contract. In the initial year of a new contract the base shall be that actual number of discrete services on January 1 of the immediately preceding year.

For example on a two year contract

Base year 2015 18,200

Year 1 2016 18,800 Bonus 1%

Year 2 2017 19,400 Bonus 2 %

Base to start next contract in above example would be 18,800.

SECTION 18 – ON THE JOB INJURY

- a) If an Employee is injured to such extent the Employee is obliged to cease Work, the Employee's wages will continue for the balance of the day.
- b) The Company shall furnish adequate emergency transportation to and from the nearest suitable Doctor or Hospital for any Employee injured or who has become seriously ill while in the Company's employ.
- c) It is mandatory that all employees report to his or her immediate Supervisor, at the first reasonable opportunity, any injury or accident, which did or could have resulted in an injury, or any unsafe or unsanitary condition. The employee and employer shall complete the appropriate WCB forms when aware of an injury.

SECTION 19 – JURY DUTY PAY

An Employee who is called for jury duty or is subpoenaed as a witness will receive for each day absence, the difference between lost pay, and the amount of the fee received, providing that the Employee furnishes the Company with a receipt signed by the proper Court Officer showing the amount of fees received. When not required for actual jury duty, he or she will report for work as soon as possible.

SECTION 20 – HEALTH AND SAFETY

The Company shall make adequate provisions for the safety and health of the Employee during the hours of employment.

Employees shall not be required to work with unsafe equipment nor where proper safeguards are not provided, nor under conditions which are injurious to health when the Employer has any control over such conditions. Employees failing to comply with the Canada Labour Code Part 2 are subject to dismissal.

Employees shall observe all Company Safety Rules and persistent failure to do so shall be valid cause for disciplinary action including dismissal. Proper fitting gloves and safety glasses shall be provided. Provisions for St. John Ambulance training will be made on Company time. W.H.M.I.S training is to be provided for all Employees.

The Employer shall provide adequately stocked first aid kits available at the Employer's headquarters and on all Company vehicles.

The Company agrees to provide one pair of safety boots and coveralls per year, paid by the Company, which will be done by October 31st of each year. The Company will also provide a winter jacket which will be replaced as necessary. The Employer agrees to supply suitable smocks for office Employees. Such smocks must be worn by the Employees. The Employer will continue to introduce clothing such as baseball caps, shirts and coats into the Seaside work environment. Employees are required to wear appropriately identified Seaside clothing while working in the field. Such clothing will be shirts or baseball caps that have been provided for this purpose.

All Employees starting as linemen shall be given a general training of all duties required, by working with another linesman for a period of no less than one month. If these Employees are required to perform the functions of installers, then they shall be given general training of all the duties required by working with another installer for a period of two (2) consecutive weeks.

SECTION 21 HARASSMENT AND BULLYING

Seaside strives to provide a working environment free from discrimination, harassment or bullying against any employee (employee for the purposes of this section refers to anyone in the employ of Seaside Communications).

The Human Rights Code protects everyone from harassment and other forms of discrimination on the basis of race, creed, age, gender, marital status, nationality, ancestry, ethnic origin, colour, place of origin, family relationship, number of dependents, disability, sexual orientation or political affiliation or any other protected status.

Harassment is any unwelcome physical, verbal or psychological conduct, and may be blatantly obvious or carefully hidden. Generally, any comments or actions that cause (or reasonably can be anticipated to cause) irritation, stress or embarrassment and are known or generally regarded as unwelcome or ethically unacceptable, constitute harassment.

Sexual harassment may involve such matters as crude sexual jokes or sexual names; the display of obscene or pornographic material; sexual advances; grabbing; touching; a reprisal against an employee who refuses a sexual advance, or other demeaning and insulting behaviour.

Seaside will not tolerate harassment. If you feel you are being harassed, first, tell the person to stop. The person may not realize that he/she is being offensive. If you still feel you are a victim of harassment, report it immediately to your supervisor, any member of the management team or a member of the Occupational Health and Safety Committee.

Management will thoroughly investigate any complaint, and appropriate action will be taken- this includes any false accusations of harassment. All complaints will be kept confidential to the extent possible.

It is a policy of Seaside to promote a safe environment for its employees. The company is committed to working with its employees to maintain a healthy work environment free from violence, threats of violence, intimidation, bullying and other disruptive behaviour.

Violence, threats, harassment, intimidation, bullying, teasing, abusive or aggressive behaviour in our workplace will not be tolerated; that is all reports of incidents will be taken seriously and will be dealt with appropriately. Such behaviour can include oral or written statements, gestures or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action.

All employees must display full cooperation to implement this policy to effectively maintain a safe working environment. Do not ignore violent, threatening, harassing, intimidating, bullying or other disruptive behaviour. If an employee experiences or observes such behaviour they must report it to their Supervisor or Manager.

Seaside will communicate to employee's information about factors contributing to work place violence. Seaside will assist employees who have been exposed to work place violence.

SECTION 22 - CLIMBING SAFETY

The Company shall provide adequate fall arrest and rescue training or retraining to all employees who will be required to climb. Climbing gear shall be provided to the Employee. For purposes of this Agreement "climbing gear" shall be understood to mean a body belt and pole strap. Each Employee is responsible for the care and maintenance of such equipment. The Company retains the right to inspect the equipment at any time and to require the employee to provide an accounting of any loss or abuse.

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.

SECTION 23 - TRUCK SAFETY

The Company agrees that all its utility vehicles shall be equipped with a first aid kit, fire extinguisher, warning cones and amber warning lights.

The Company agrees to maintain all vehicles up to standards that 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 it's safe and proper operation.

Each Employee is also responsible for reporting to his or her immediate Supervisor any malfunction of equipment, mechanical defect, and any accident involving the vehicle.

SECTION 24 – TOOLS

The Employer shall not require an Employee covered by this Agreement to furnish an automobile. The Employer will furnish each Employee necessary tools, gloves and climbing gear for the performance of duties to which assigned and shall provide a tool box, lockers, lockable vehicles or another safe place for the storage of tools and equipment received and will be responsible for care of same and return to the Employer upon request. Tools and equipment broken or worn out in service will be replaced upon return to the Employer of the broken or worn out article. Equipment not returned to the Employer upon request will be charged to the Employee and deducted from his or her pay if the Employee's history of such exceeds \$200.00 per year.

SECTION 25 – HEALTH AND WELFARE

The Employer agrees to maintain a Health AND Welfare Plan . The Employer will pay 100% of the premiums for the Health AND Welfare Plan for Employees who are absent on Worker's Compensation leave, for a maximum of six (6) months.

A Wellness Committee will be established with equal representation from Labour and Management to review the Health and Welfare Plan. The wellness committee will be responsible to evaluate and recommend plan changes

The Company agrees to maintain in force the current RRSP Plan whereby the Company provides 50% of 8% of Gross Pay of each contributing Employee (who in turn contributes through payroll deduction 50% of 8% of Gross Pay) subject to an Employee having no less than six (6) months employment with the company. Part-time Employees with five (5) years service shall be included in the RRSP Plan.

SECTION 26 – REPORTING LOCATION

Employees shall report to work at regularly established headquarters and shall report hereto at the conclusion of the day's work, unless otherwise directed by the Employer to report directly to the jobsite.

SECTION 27 – VACANCIES

It is the intention of the Parties here to cooperate in securing competent Employees for the Employer whenever a vacancy occurs, or whenever the staff is to be increased. To this end, it is agreed that the Employer will give the Union as much advance notice as possible of openings and will consider fairly the qualifications of all applicants referred by the Union.

The Employer agrees that all available unionized positions and available training opportunities will be posted for all Employees in order to determine their interest in these positions and/or training opportunities. Management reserves the right to hire the most suitable candidate.

SECTION 28 – NEW EMPLOYEES

A new Employee shall be on probation for the first ninety (90) days of his or her employment. If after a fair trial, the Employer feels such probationary Employee is not qualified for the position to be filled, the Employer may, during such probationary period, terminate the employment of such Employee without advance notice. With the exception of Employees hired for a fixed term of six (6) months or less an Employee retained in the employ of the Company for more than ninety (90) days shall be considered employed on a permanent basis, shall be given regular status and his or her name will be placed on the seniority list beginning with the first day of his or her employment. New employees will have their experience assessed and will be placed in the appropriate level of the applicable salary paid.

SECTION 29 - PROGRESSIVE DISCIPLINE

At Seaside, we want all of our employees to succeed in their jobs. Some problems or disagreements can be easily resolved by speaking with your supervisor, human resources or manager. We have outlined some basic rules of conduct in this policy.

Progressive discipline is the way we help you correct a problem at work. The process is designed in stages so you will have an opportunity to learn what the requirements are and have a fair chance to correct the problem. In certain serious cases such as theft, physical altercations, violence, and safety violations, Seaside reserves the right to suspend or terminate employment with or without advance notice.

If there is a problem with your performance or conduct, here are the steps normally take to help you correct it:

1. Counselling

If there has been a problem with performance or conduct, your department manager or supervisor will discuss it with you. This is the time to make sure you understand exactly what went wrong and how to keep it from happening again. The department manager/supervisor will make a note in your employee file about what you discussed in the counselling session.

2. Verbal Warning

If a problem recurs, or a new problem develops your department manager/supervisor will discuss it with you again. The consequences of further recurrence will be explained to you at this point. The manager will make a note in your employee file about what you discussed in the verbal warning.

3. Written Warning(s)

If a problem recurs, or a new problem develops, your department manager/supervisor will discuss it with you again and put a formal written warning in your employee file. The written warning, signed by both you and your supervisor, will record: what happened; how you should correct the problem; what the next disciplinary step will be if the problem is not corrected; and any comments you would like to include.

A second written warning may be added to your employee file if the unacceptable performance or conduct continues.

4. Suspension

After the written warning(s), if your conduct or performance continues to be unacceptable, you will be suspended from work without pay. The length of the suspension will depend on the seriousness of the problems. You will be counselled again at this stage and a note will be put in your file. You will be warned that if you do not correct the problem you will be terminated.

5. Termination

You will be terminated if unacceptable performance or conduct continues after you return from suspension.

SECTION 30 – SENIORITY

All Employees shall receive seniority credit within their trade (job) classification and for all the time that they have actually been in the employ of their Employer.

In the event that the Employer shall desire to reduce the staff, he shall first notify the Union. Thereafter, the reduction of staff shall be accomplished in inverse order of seniority provided that the Employees remaining after the layoff are reasonably qualified and able to perform the remaining work. Personnel who are laid off shall be given at least two (2) weeks of notice, or pay in lieu of notice as well as all unused vacation credits accrued prior to such layoff. When new Employees are hired; they will fall into normal seniority within their trade (job) classification.

The Employer shall post in the workplace and accurate seniority list. Such posting will be done at the beginning of each calendar year.

Seniority and employment status shall terminate in the even that:

- a) An Employee voluntarily resign, or
- b) An Employee fails to respond to recall notice as outlined in Section 27.
- c) An Employee on extended leaves of absences for twenty four (24) months or more and deemed disabled from any occupation available within the company

In the event of a layoff, senior Employees shall be entitled to replace any Employees with less seniority, provided they are reasonably qualified and able to perform the functions of that position. This provision is intended for layoffs of a permanent nature. The Employee scheduled to be laid off shall receive three (3) months' notice and at the time of notice shall be given the qualifications necessary for the performance of the other position.

SECTION 31 – SEVERANCE

Any Employee who is laid off shall receive such pay as calculated below:

<u>Total Service with the Employer</u>	<u>Number of weeks' Pay</u>
0 to 3 years	Two (2) weeks' pay
3 to 4 years	Four (4) weeks' pay
4 to 5 years	Five (5) weeks' pay
Over 5 years	Five (5) weeks' pay + four (4) days per year

An Employee can elect to receive this severance pay at any time during the twenty four (24) month recall period; however he or she relinquishes all rights of recall upon taking payments of severance pay.

After such layoff, should the Employer desire to employ additional personnel, he shall first be required to re-employ, in order of seniority (subject to the Employee(s) being recalled being able to perform the available work), all personnel who have been previously laid off.

The Employer shall notify the Union of his desire to employ additional personnel and the Union shall notify all personnel in layoff status in accordance with the provisions of this Section. The failure of any Employee to return to the employ of the Employer with two (2) weeks of notice to the Union shall permit the Employer to consider that such Employee has forfeited all re-employment. An Employee accepting recall will be granted all rights and other benefits which he enjoyed prior to his layoff, and he shall be credited with all seniority accrued prior to layoff. In all cases an Employee has no further recall rights where a layoff has lasted twenty four (24) consecutive months or more.

The Employer agrees to purchase thirty (30) sick days at an equivalent rate of thirty three percent (33%) of the value for any unused sick days in the Employees sick bank upon retirement. This provision will not exist for Employees who resign, go on disability or who are terminated for cause.

The Employer may assist employees who have more than twelve (12) years of service and who, on a case by case basis, resign and who are interested in pursuing another career by providing a six (6) month half pay training incentive plan payable upon satisfactory completion of the training program. Regular severance provisions would also apply.

SECTION 32 – VACATION

Employees with six (6) months of service by July 30th shall receive one (1) week vacation with pay. If taken within the one year of service, that employee will have one week's vacation after one year of continuous service. Employees with one (1) full year of service shall receive two (2) weeks vacation with pay for their full year of continuous service. Employees with five (5) to ten

(10) years of service shall receive three (3) weeks vacation with pay. Employees with more than ten (10) years of service shall receive four (4) weeks and one (1) extra day per two (2) years' service thereafter, to a maximum of five (5) weeks' vacation, although not more than three (3) weeks' vacation may be taken by an Employee at any one time, except with the approval of the Employer.

After ten (10) years service a credit of one and one half (1 1/2) days per week for every week of eligible vacation if the vacation time in question is taken during the winter months (i.e. after January 1st and before April 1st) This special Winter Bonus is for time only and will not apply to severance packages for individuals, those who are resigning or are terminated for cause.

For the purposes of this Section, "service" means "time worked". The following will count as "time worked" for the purpose of determining entitlement to vacation leave and vacation pay: child care leave, bereavement leave, employer paid sick leave, vacation leave and leave for jury duty. Absence while in receipt of Workers' Compensation Benefits will accrue time but not vacation pay.

Vacations shall be scheduled by the Employer between January 1st and December 31st of each year with the choice of vacation time to be made by the personnel according to seniority. There shall be no more than three (3) Employees off during a four (4) weeks period. The Employer shall post the vacation schedule. Vacation pay shall be at the regular basic weekly rate for each Employee, and shall be paid on the day preceding the vacation.

The Employer and Employee may agree on a change in the vacation period of such Employee after the vacation schedule has been posted provided it does not affect the vacation period of any other Employee on the vacation schedule.

No Employee shall be recalled to duty, discharged or laid off while on vacation.

A regular Employee who resigns, is laid off, or discharged will at the time of his termination, receive pay on a pro rata basis the full vacation allowance for that year accrued to the end of the month preceding his termination.

In the case of the death of an Employee, the full vacation pay accrued, will be paid to his estate or legally established heir (s).

SECTION 33 – BEREAVEMENT PAY

Employees may absent themselves for a period of three (3) work days without loss of pay in the event of a death in their immediate family to take care of the necessary affairs of the funeral. Immediate family shall include spouse (including common law spouse), son, daughter, mother, father, spouse (including common law spouse) of mother or father, sister, brother, father-in-law, mother-in-law, spouse of mother-in-law (including common law spouse) spouse of father-in-law (including common law spouse), grandparents and any relative of the employee who resides permanently in the Employee's household or with whom the Employee permanently resides. Employees may absent themselves for a period of one work day without loss of pay in the event

of a death of their brother-in-law or sister-in-law. An Employee may take time off to attend the funeral of a fellow Employee without loss of pay.

SECTION 34 – EMERGENCY STANDBY SERVICE

Every Employee, except office staff, shall be available for emergency service for a one week period on a rotating basis. The duty roster shall be posted on the Company bulletin board one month in advance.

The Employer shall pay the Employee that is on standby the base standby rate as per appendix 1 plus the incentive wage increase of the previous year, over and above time actually worked on standby plus the applicable overtime rate of pay for the time actually worked.

After dark, there shall be two (2) men out on standby call subject to the standby man's discretion. The 2nd man out on a call out will get a minimum of two (2) hours at the applicable rate. In weeks that a paid holiday occurs, the Employee on standby shall receive another day off with pay for such holiday. Such days off will be scheduled by mutual consent of the Employee and Employer. Employees shall maintain the roster for second man standby call out.

Employees on emergency service standby shall be allowed to take a designated Company vehicle home with him or her. The vehicle will be used for Company business only and shall be subject to a mileage check at the Company's discretion.

Saturday callout to be paid at the rate of time and one half (1 1/2). The second man on daytime call is at the discretion of Management. There will be no minimum pay for the standby callouts between 8:30 – 4:30 on Saturdays. The hours of work are to be scheduled by Management between 8:30 – 4:30.

Emergency standby service shall be 24/7. If employees return home from emergency call out after 1:00 am and are required to report to work at 8:00 am for their regularly scheduled shift, there will be a minimum 8 hour rest period with no loss of pay for their regularly scheduled hours missed. This is being implemented in good faith by the employer and union to ensure employees receive adequate rest after emergency call out.


SECTION 35 – UNION MANAGEMENT COMMITTEE


The Company and the Union agree to maintain a Labour Management Relations Committee consisting of two (2) representatives of management and two bargaining unit employees. The objective of this committee will be to provide information and improve or maintain harmonious relations between the Company, the Union and the employees and to discuss matters of mutual interest excluding formal grievances or specific matters relating to the interpretation or administration of the contract.

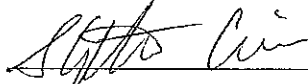
Signed on behalf of the parties to the Agreement, on the day of January, 2016.


FOR THE COMPANY


FOR THE UNION











APPENDIX 1 - WAGES

		<u>Effective</u> <u>January 2015</u>	<u>Effective January</u> <u>2016</u>	<u>Effective January</u> <u>2017</u>
<u>Head End Technician</u>		\$26.92	\$27.19	\$27.46
<u>Plant Technician</u>		\$26.92	\$27.19	\$27.46
<u>Lineman/Installer</u>	1st 6 months 70%	\$17.87	\$18.05	\$18.23
	2nd 6 months 75%	\$19.14	\$19.33	\$19.52
	3rd 6 months 80%	\$20.43	\$20.63	\$20.84
	4th 6 months 85%	\$21.69	\$21.91	\$22.13
	5th 6 months 90%	\$22.97	\$23.20	\$23.43
	6th 6 months 100%	\$25.51	\$25.77	\$26.03
<u>Customer Service</u>	1st 12 months	\$15.03	\$15.19	\$15.34
	12-24 months	\$16.26	\$16.42	\$16.58
	24-36 months	\$19.40	\$19.59	\$19.79
	36+ months	\$21.89	\$22.11	\$22.33
<u>Graphic Artist</u>	1st 12 months	\$11.71	\$11.83	\$11.95
	12-24 months	\$13.17	\$13.30	\$13.44
	24-36 months	\$16.40	\$16.56	\$16.73
	36+ months	\$17.20	\$17.37	\$17.55
<u>Dispatcher</u>	1st 12 months	\$760.50	\$768.10	\$775.78
	12-24 months	\$797.94	\$805.92	\$813.98
	24-36 months	\$826.12	\$834.38	\$842.73
	36+ months	\$936.41	\$945.78	\$955.23
<u>Production Assistant</u>	1st 12 months	\$470.12	\$528.00	\$533.28
	12-24 months	\$493.88	\$561.00	\$566.61
	24-36 months	\$518.31	\$594.00	\$599.94
	36+ months	\$544.21	\$660.00	\$666.60
<u>Part-time Sales</u> (\$40.00/week Car allowance & 15% Commission)		\$8.59	\$8.68	\$8.77
<u>Base Standby Rate</u>		\$248.96	\$275.00	\$277.75

Note* the above rates are exclusive of any incentive pay increases as set out in Section 17 hereof.