

COLLECTIVE CABLEVISION AGREEMENT

BETWEEN

**CITYWEST CABLE NORTH CORPORATION
(hereinafter referred to as the Employer)**

OF THE FIRST PART

AND

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

OF THE SECOND PART

JULY 1, 2015 TO JUNE 30, 2019

14419 (02)

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SECTION A - PURPOSE OF THE 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 the covenants and agreements contained in the Agreement.

Labour-Management Committee: Establishment of Committee

A labour/management committee shall be established consisting of not more than three (3) representatives of CityWest and not more than three (3) representatives of the Union. All matters of mutual concern pertaining to the performance of work, operational problems, conditions of employment and harmonious relations (excluding collective agreement negotiations) shall be referred to this committee for discussion and recommendations. Either party may request that a meeting be convened, in which case the Employer shall notify the parties of the time and place.

SECTION B - DEFINITIONS

1. Employee:

For the purposes of the Agreement the term "employee" shall mean "full time employee" unless specifically noted in the clause concerned. A full time employee is one who has been hired for regular and continuing employment on a full time basis, and who has successfully completed the probation period.

2.

(a) Temporary Employee:

The Union recognizes and agrees that the Employer may hire temporary employees which employees are only to be hired to work on a temporary, fixed term basis, not to exceed six (6) months, which may include full time shifts, or less than full time shifts. Temporary employees shall be covered under this agreement, except for Article 11, and shall not have any recall rights on termination. Should a temporary employee be hired to a permanent full time position prior to his/her termination he/she shall be credited seniority for his/her time worked in the position. It is understood that the six (6) month period cannot be repeated either by the incumbent temporary employee or a new employee. Wages paid temporary employees engaged in a non technical position, i.e.: underground construction laborer, will be 40% of a journeyman's rate.

- (b)** The Union recognizes and agrees that the Employer may hire temporary employees (Installers, CATV Apprentice Technicians and/or Journeyman Technicians) which employees are only to be hired to work on a temporary basis which may include full time shifts or less than full time shifts. Temporary employees shall be covered under this Agreement except for Article 11 and shall not have any recall rights on termination. Should a temporary employee work a total of ninety (90) working days within a calendar year, such employee will be entitled to benefits and shall be deemed a full time employee.

Such temporary employees will perform duties of the Installer and/or CATV Apprentice or Journeyman Technician and will be compensated as per Articles 25 and 27.

These temporary positions will be utilized to respond to sales initiatives, long term illness and/or leaves of absence. Temporary employees cannot be hired or utilized if permanent employees are on layoff or reduced hours of work.

The Company shall be limited to a maximum of four (4) temporary employees at any one time.

3. CATV Installer

A CATV worker who has been certified by the Joint Training Committee as qualified to carry out installation, disconnect, pre-wire and re-wire work. Installers will be offered updated training as new methods and technologies emerge to ensure all Installers have equal qualifications.

4. CATV Apprentice Technician

A CATV worker doing any and all work applicable to the journeyman progression, and is serving an apprenticeship to become a CATV journeyman technician.

5. CATV Journeyman Technician

A CATV worker who has completed his apprenticeship and has been certified by the provincial body and the Joint Training Committee to carry out all CATV work, which includes fibre optic work. Journeyman will be offered updated training as new methods and technologies emerge to ensure all Journeyman have equal qualifications.

6. Head End Supervisor

Responsibilities:

1. Performs quality control checks and maintenance on head end equipment.
2. Performs head end calibration, performance tests, and system performance tests.
3. Performs Satellite dish, LNB and receiver alignments
4. Digital channel alignments and coordinate with NASRAC, RGB and Motorola
5. Installation, setup and maintenance of CATV and VOD equipment.
6. Monitor Hydro Power and Air Conditioning systems
7. Coordinates inventory and maintenance records of equipment and parts
8. Insures compliance of system leakage and monitoring requirements in the head end through detection and maintenance
9. Recognizes, practices, and enforces safety rules and procedures when performing technical tasks.
10. Support management's goals and objectives
11. Perform standby duties on non-business hours
12. Occasional overtime may be required
13. Occasionally assist with special projects and perform other duties as assigned or required.

7. Warehouse/Cable Assistant

Responsibilities:

1. Provide over the counter customer service to customers in the Terrace office.
2. Make sure all service orders and trouble tickets are received from dispatch every day.
3. Set up DCTs on bench to be authorized for next day service orders.
4. To receive packages and ready packages to send out of office for delivery company or courier.
5. To set up modems to be put on customer accounts for next day service orders.
6. To enter new customer accounts or delete existing customer accounts from Tech pages.
7. Put together DCT and packages with service orders for next day installs.
8. Help Techs swap out Modems and DCTs on trouble calls.
9. Help Techs with DCT boxes and re-hitting boxes on trouble tickets.
10. Make sure all service orders and trouble tickets are properly coded and signed off each day.
11. Make sure BC One calls are signed off and called in every day.
12. Maintain proper inventory control of equipment needed for operation of Cable System.
13. Dispatch BC One calls, trouble tickets and service orders from the Terrace office.
14. Check address and tag numbers for Techs calling in from the field.
15. Query customer accounts for Techs to see what services are active.
16. Travel to other towns may be required to deliver and check inventory stock.

ARTICLE 1 - EFFECTIVE DATES

The terms and conditions of the Agreement shall become effective on July 1, 2015 and shall continue in full force and effect until Midnight on June 30, 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 is given by either party not more than three (3) months prior to June 30, 2019 or any subsequent anniversary of this date.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of CityWest Cable North Corporation described as CATV installers and technicians and their apprentices employed at CityWest Cable North Corporation working in its outside cablevision operations, excluding related Cable Operations Managers, Cable Technical Manager and any employee excluded by provisions of the Canada Labour Code.

2.02

- (a)** The Employer agrees that upon all electrical/electronic CATV work done by, for, on behalf of, or at the insistence of the Company, only members in good standing of the International Brotherhood of Electrical Workers shall be employed. In the event where the Company can demonstrate the requirement to contract out work the employer shall discuss the reasons for the work. Where the company can demonstrate that no qualified I.B.E.W. contractor is available to do the job, the company shall have the right to assign the work to another contractor.
- (b)** The Employer is free to have electric and electronic components and equipment repaired or overhauled by manufacturers, suppliers or other outside service facilities when such components are under warranty, or when it is not feasible for the Employer to provide the facilities, equipment or materials to perform such tasks. This does not entitle the Employer to cease doing the repair and overhaul work which has traditionally been assigned to the bargaining unit employees.
- (c)** Both parties agree to be bound by Part I, Section 44, 45 & 46 of the Canada Labour Code.

2.03 All employees hired by the Employer shall undergo a probationary period of four (4) calendar months continuous employment. The period of probation may be extended by mutual agreement between the Employer and the Union. A probationary employee may be discharged where, in the opinion of the Employer, he/she is not suitable for permanent employment. A probationary employee shall have no seniority rights. Employees who have successfully completed the period of probation, other than temporary employees, shall be entitled to seniority dating from the time of hire by the Employer. A performance review may take place during the probationary period.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01

- (a)** The Union recognizes and agrees that except as specifically abridged, granted or modified by this Agreement, all of the rights, power and authority of Management are retained solely and exclusively by the Employer, and remain without limitation in the Rights of Management, which rights are not subject to the grievance procedure or arbitration. Without limiting the generality of the foregoing, the Management Rights shall include:
- (b)** The right to select, hire and manage the working force and employees; to request to transfer, layoff, recall, suspend and retire employees; to plan, direct, manage and alter all operations; to designate, establish, revise or discontinue divisions; to select and retain employees for positions excluded from the bargaining unit.

- (c) The right to maintain order, discipline and efficiency; to make, alter and enforce, from time to time, rules and regulations, policies and work practices, to be obeyed by its employees; to discipline and discharge employees for just cause.
- (d) The right to determine the location and extent of the operations and their commencement, expansion, curtailment or discontinuance; the direction of the working forces; the services to be provided; the standards of production; the subcontracting of work; the schedule of hours of work; the number of shifts; the methods, processes and means of providing any services required; job content and requirements; quality, job testing and standards; quality standards in accordance with its industrial engineering methods; the qualification of employees; the use of improved methods, technical advancement and equipment; whether there shall be overtime and who shall perform such work; the number of employees needed by the Employer at any time and how many shall work on any job; operation and administration of the Employer's pay system; the number of hours to be worked, starting and quitting time periods; and generally the right to manage the enterprise and its business without interference, are solely the Right of Management.

ARTICLE 4 - UNION DUES CHECKOFF AND PROTECTION OF RIGHTS

4.01 All bargaining unit employees who, on the signing of this Agreement, are members of the Union, must remain members for the term of the Agreement. New employees, coming within the jurisdiction of the Union, as a condition of employment shall apply for membership in the Union within thirty (30) days from the date of hire, and become a member in good standing thereof within ninety (90) days from the date of application for Union membership.

4.02 Check Off Union Dues

The Employer agrees that it will make payroll deductions for Union dues only, from employees in the certified bargaining unit, upon receipt of a written assignment executed for that purpose by each employee. The Union recognizes and agrees that the Employer's obligation to deduct Union dues is expressly restricted to making only such deductions as are permitted by law, by this Agreement, and by the valid assignment of each employee.

4.03 Amount of Dues

The Union shall advise the Employer in writing the amount of Union dues to be deducted, of any change in the dues structure made from time to time and shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities which may arise out of any action taken by the Employer on the instructions of the Union for the purpose of complying with the provision of this Article.

4.04 Remittance to Union

All Union dues deducted from employees shall be remitted to the Union within fifteen (15) days after the date of the deduction.

4.05 Legal Picket Line

No employee shall be required to cross a legal picket line. The Union agrees that during the life of this Agreement, or while negotiations for further agreements are in progress, there shall be no strikes, walkouts, slowdowns, or other interruptions of work on the part of the employee.

ARTICLE 5 - SHOP STEWARDS

5.01 The Union may appoint or otherwise select a Shop Steward and an alternate who are regular full time employees of the Employer and are members in good standing of the Union. The Union shall notify the Employer in writing the names of the Shop Steward and his/her alternate.

5.02 The Shop Steward shall be granted sufficient time during work hours to carry out his/her duties relating to the legitimate administration of this Agreement, provided there is no undue interference with, or interruption of, the Employer's work. The Shop Steward shall receive permission of his/her immediate supervisor or in his/her absence his/her designate, prior to leaving his work. Such permission shall not be unreasonably withheld. Complaints and grievances from another system will, except in extenuating circumstances, be handled by telephone.

5.03 Upon request by the Business Manager of the Union or his representative, the Employer agrees to provide copies of the employee's pay records for the purpose of investigating any reasonable complaint as to time and pay of any employee affected by this Agreement.

5.04 Upon request by the Union, leave without pay shall be granted to either the Shop Steward or his alternate to attend Union sponsored courses or conferences. Such leaves of absence shall be granted where it is not disruptive to operations to do so. The request for such leave shall be submitted in writing, at least thirty (30) days in advance. Such leave requests will not be unreasonably denied.

ARTICLE 6 - GRIEVANCE PROCEDURE AND DISCIPLINARY PROCESS

6.01 Definition of 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 provision of this Agreement; any matter involving the alleged violation of this Agreement; or any question as to whether any matter is grievable or arbitrable.

6.02 Procedure

All grievances shall be dealt with in the following manner:

Step 1 – Within Ten (10) Working Days

It is expressly understood and agreed that any employee having a grievance against the Employer shall, 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.

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

Step 2 – Within Fifteen (15) Working Days

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 give rise to the grievance, and the date on which it occurred. The Union shall then present the grievance to the Company within fifteen (15) 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 – Reference to Arbitration

The third (3rd) 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.

6.03 Steward and Employee Involvement

Continuing to Work

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.

6.04 Group Grievances

To avoid the necessity of processing numerous grievances concerning the same subjects, City West will recognize group grievances provided that each aggrieved employee signs the grievance.

6.05 Policy Grievances

If either the Employer of the Union has a grievance concerning the interpretation, application, administration or alleged violation of this Agreement, either party may give the other, notice in writing of such complaint. Such grievance shall be filed at Step 2 of the grievance procedure.

6.06 Discharge or Suspension

An employee who is discharged or suspended shall be given a reasonable opportunity to discuss the issue with his/her Union representative upon leaving his/her workplace. Should the employee wish to grieve a discharge or suspension, it should be filed at Step 2 of the Grievance Procedure within five (5) days.

6.07 Arbitration

Any questions of interpretation, or any dispute arising out of the Agreement which cannot be settled by the Union and CityWest, may be determined by arbitration in the following manner:

- a. Either party may notify the other in writing, of questions to be arbitrated.
- b. Within 30 days after receipt of notice in writing, the parties shall appoint an arbitrator to adjudicate the dispute.
- c. If the parties fail to agree on an arbitrator within the time limits specified, either party may request that the Federal Minister of Labour appoint an arbitrator.
- d. The decision of the arbitrator shall be final and binding upon both parties.
- e. Each party shall bear one-half of the costs of the arbitrator.
- f. The arbitrator shall not have any power to alter or amend any of the provisions of this agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching his/her decision, shall be bound by the terms and provisions of this agreement.
- g. In cases of discharge, suspension or other actions of discipline, the arbitrator shall confirm the Employer's decision, or reinstate the employee with full or partial compensation, or by any other arrangement that is just and equitable.

The parties may, by mutual agreement, constitute a three member arbitration board, with each party appointing and bearing the costs of its nominee and equally sharing the cost of the arbitrator.

6.08 Disciplinary Process

- a. The Employer shall first discuss the disciplinary matter with the employee. The Employee is entitled to the presence of a Union representative during this meeting. Disciplinary action is to be confirmed in writing within 5 working days. If this procedure is not followed, such expressions of dissatisfaction shall not become part of the employee's record for use against them.

- b. Any letters or memorandums of dissatisfaction in an employee's file shall be cancelled and removed one (1) year from the date they are filed as long as there have been no subsequent letters or memorandums of dissatisfaction filed on related subjects.
- c. An employee who is discharged or suspended shall be given a reasonable opportunity to discuss the issue with his/her union representative upon leaving his/her workplace. Should the employee wish to grieve a discharge or suspension, it should be filed at Step 2 of the grievance procedure within five (5) working days.
- d. An employee shall have the right to have access to and review their personnel file in the presence of a manager and make copies during normal working hours.

ARTICLE 7 - SAFETY

7.01

- (a) No employee shall be allowed to work on high voltage power distribution wires alone, but must be accompanied by another employee (450 volts to ground or over 20 watts RF power is to be considered high voltage). A joint pole where high voltage exists a recognized safe distance from the cable plant shall not be considered for the purpose of this provision.
- (b) The parties recognize and agree that from time to time there may be work situations which because of particular locations, conditions, or circumstances, may be deemed hazardous. When an employee reasonably considers that a location, condition, or circumstance may be hazardous, he must immediately report this to his Supervisor. The Supervisor must, after consultation with the Manager decide whether the particular situation is hazardous. Where the Supervisor agrees the situation is hazardous, two men shall constitute a crew. Furthermore, the Company confirms its compliance with Part II of the Canada Labour Code and that the Canada Occupational Safety and Health Regulations shall apply to all situations which may be considered dangerous.
- (c) All employees climbing, or descending, or working on a tower, pole, or side of a building above the height for forty (40) feet will be paid at the overtime rate for any time spent above this height, including climbing time.
- (d) All employees working from a scaffold above the height of forty (40) feet will be paid overtime in any one day for a minimum one (1) hour or for the time spent above this height, whichever is greater.
- (e) For the purpose of (c) and (d) of Article 7.01 of this Agreement, the height of forty (40) feet shall be from ground level at the base of the tower, pole, building or scaffold except that a roof shall constitute ground level.
- (f) With relation to situations covered under (c), (d) and (e) of Article 7.01 of this Agreement, the Employer, where practicable, will assign a two man crew.

Premium pay shall apply only to the employee performing the work in the situations described.

7.02 The Employer agrees to provide, and the employees agree to use, protective clothing and safety equipment including the following as required:

1. Hard hats One (1) per employee
2. Safety glasses One (1) pair per employee
3. Rain Clothing One (1) suit per employee
4. Uniform shirts
 - (a) Current cable employees will be provided with five (5) cotton shirts. Employee's clothing will be replaced upon surrender of old clothing.
5. Lineman gloves - One (1) pair per employee
6. Coveralls (high visibility)

All employees of the bargaining unit will be provided one (1) pair of coveralls every two (2) years. Each bargaining unit member will be given a choice of either a standard coverall or an insulated winter style of coverall.
7.
 - (a) At the completion of the employee's probationary period, the Employer will provide 100% of the cost of one (1) pair of approved lineman boots and will provide for resoling on a reasonable basis. Care of the boots will be the responsibility of the employee, and in the case of replacement prior to 5 years, the employee will pay 50% of the cost.
 - (b) The employer will provide each employee with an allowance of up to two hundred and fifty dollars (\$250.00) per year after one (1) year of service with the company for the purchase of boots (safety).
8. Jeans - two (2) pair per employee per year up to a maximum of eighty dollars (\$80.00).

7.03 The Employer agrees that each truck shall be equipped as follows, except as otherwise qualified in this Agreement:

1. Bulkhead screens (van type units only)
2. Fire Extinguisher
3. First Aid Kit - B.C. #3
4. Road safety devices, including warning cones and amber beacons (amber beacons subject to regulatory approval)
5. Chock block (aerial lift units only)
6. Manhole lifters as required
7. Work light

- 7.04** The Employer further agrees that one (1) each of the following items will be available in each system:
1. Confined spaces protective cage
 2. Environment safety detector for confined spaces
 3. Confined spaces ventilator
 4. One pair of snowshoes.
- 7.05**
- (a)** Each aerial lift vehicle will be equipped with a fall arresting belt and safety lanyard, in accordance with the requirements of the applicable legislation.
- (b)** Each non-aerial vehicle will be equipped with a standard lineman body belt and safety strap, in accordance with the requirements of the applicable legislation.
- (c)** Each employee is responsible for the care and maintenance of the equipment listed in Article 7.03, 7.04 and 7.05 in his use, which equipment must be returned in full if employment ceases or is interrupted. Where it is proven that an employee has lost or damaged, through neglect, such equipment or fails to return such equipment when his/her employment ceases, the Employer shall have the right to deduct the full cost of this equipment from the Employee's pay cheque.
- 7.06** The Employer agrees that aerial ladder vehicles will be inspected as required by applicable legislation.
- 7.07** The Employer agrees that unsafe ladders will be removed from service and either replaced or competently repaired in accordance with applicable legislation. It is the responsibility of the employee to regularly inspect his/her ladder and if judged to be unsafe, to report this to his/her Supervisor. The Supervisor will then examine the ladder and if he/she agrees that it is unsafe, shall requisition a replacement.
- 7.08** The Employer agrees to maintain all vehicles up to standards which will ensure that employees required to operate such vehicles are not exposed to hazards as may arise out of lack of proper maintenance. Each employee who operates an Employer vehicle bears complete responsibility for its safe and proper operation. Each employee is directly responsible for reporting any malfunction of equipment, mechanical defect, and any accident or damage involving the vehicle in his/her care. If an employee fails to report promptly, accidents or damage involving the vehicle in his/her care, and an insurance claim is rejected because the claim was submitted too late, he/she may be responsible for the repair of such damage.
- 7.09** The Employer shall provide employees with the required specialized CATV tools as determined by the Employer and shall replace any worn out tools. The employee shall be responsible for the tools issued to him/her and for the replacement of tools that are lost or damaged through abuse or neglect. All

tools must be replaced and must be returned in full if employment ceases or is interrupted. Replacement tools may be purchased by the employee through the Employer at his true cost and must be of comparable quality. If an employee fails to replace or return tools or equipment as required by this Agreement, then the Employer shall have the right to deduct the full cost of such items from the employee's pay cheque.

7.10

(a) Employees shall provide the basic tools of the trade. The basic minimum shall be:

Tool pouch and belt	Adjustable wrenches, 8" and 10"
Screw Drivers:	Awl
flat tipped	Flashlight
Phillips	Lineman pliers (Klein 9" or equivalent)
Robertson #6 and #8	Water pump pliers 7"
Razor knife or equivalent	Claw hammer
Nut drivers 5/16"	4 pound Sledge Hammer
3/8"	
7/16"	
1/2"	

(b) Employees will be paid a tool allowance of fifteen (\$15.00) per month

(c) All tools provided by the employer remain the property of the company. Employees are responsible for the care and use of all tools and test equipment.

ARTICLE 8 - SPECIFIC CONDITIONS OF EMPLOYMENT

8.01

(a) All employees of the certified unit are required, as a condition of employment, to maintain a valid British Columbia Drivers' License.

(b) In the event that an employee's driver's license is suspended for a period of ninety (90) days or less, every effort will be made to reassign that employee, bearing in mind the limited size of the Employer's systems. If reassignment is impractical or an alternate position does not exist, the Employer may suspend the employee without pay or benefits until his/her driver's license is returned or until alternate employment becomes available, subject to provision 8.01 (c).

(c) Where the term of the suspension of the employee's driver's license exceeds a period of ninety (90) days, the Employer may consider this as just cause for dismissal.

ARTICLE 9 - HOURS OF WORK, OVERTIME, STANDBY, CALL OUT

9.01 The following hours do not constitute a guarantee of hours per day or per week.

- (a)** Five (5) consecutive days shall constitute a week in the case of eight (8) hour work days, or four (4) days shall constitute a week in the case of ten (10) hour work days.
- (b)** Daily hours shall be between 6:00 a.m. and 8:00 p.m. during Daylight Savings Time and between 7:00 a.m. and 7:00 p.m. during Pacific Standard Time.
- (c)** Work schedules shall be posted as early as possible, but not later than 12:00 noon on the Wednesday immediately prior to the week in question, and changes to the posted schedule will be given two (2) working days in advance unless otherwise agreed between the Employer and the affected employee.
- (d)** The work week shall be from Monday through Saturday.

9.02

- (a)** **OVERTIME** All work performed outside the regular daily or weekly work schedule shall be considered as overtime and shall be paid at two (2) times the regular hourly rate of the employee concerned. All overtime shall be calculated to the nearest one-quarter hour. All overtime shall be authorized in advance by the Employer.
- (b)** The employee shall have the following options as payment for overtime hours worked:
 - 1) Payment at the regular overtime rates.
 - 2) Hours worked banked in the overtime bank.
 - 3) Payment at the regular overtime rates directed as a voluntary employee contribution to the Company's Group RRSP.
- (c)** Employees may accumulate up to ten (10) days in their overtime bank. The employee must use up his banked hours within six (6) months or take the banked hours in wages. The employee shall be allowed to take his/her banked hours at a time mutually agreeable to the employee and the Employer. Banked time shall be scheduled by seniority and only one (1) employee in each system may be absent at any one time.
- (d)** Overtime hours spent traveling to and from the work site shall be paid at one and one-half (1½) times the employee's regular hourly rate.
- (e)** All overtime slips must state time on the job and time elapsed for traveling time.
- (f)** An employee who has worked emergency overtime shall return to work after eight (8) hours rest to complete his scheduled shift with immediate notification to the supervisor, but only if he can do so by the midpoint 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.

9.03

- (a) **STANDBY** Employees may be requested by the Employer to standby on a rotational basis, such coverage will be established by the System Supervisor in each system.
- (b) Employees will not normally be required to standby Monday to Friday, but if requested, the shift will be until 10:00 p.m. Standby hours for Saturdays, Sundays and Statutory holidays shall be from 10:00 a.m. to 10:00 p.m.
- (c) Employees required to standby Monday to Friday will be paid one-half (½) hour for each day of standby. Employees required to standby on Saturdays, Sundays and Statutory holidays will be paid two (2) hours at straight time for each day of standby. Employees shall not be required to standby more than two (2) shifts in a month unless mutually agreed to by the Company and the affected employee.
- (d) Time worked on standby shall be paid at the overtime rate in addition to standby time (minimum 2 hours) and shall be calculated to the nearest quarter hour.
- (e) Where an employee is unable to deal with a trouble call during the standby hours and where another employee must be called in, the overtime hours of the standby employee shall cease, and those of the other employee shall begin upon the arrival of the other employee at the trouble location. The hours of the other employee will be treated as a call out. Where another employee is unavailable, the situation shall be treated as an emergency.
- (f) Employees on standby must be able to be contacted during the standby hours and must remain ready and able to work at all times during those hours. Employees on standby must be able to respond to a problem as quickly as possible when called and must remain within the system that they are on standby for, unless otherwise authorized by the Technical Operations Manager. It will be the responsibility of the employee on standby to remain in contact with the designated answering service on a frequent basis not exceeding three (3) hours. If an employee who is on standby cannot be contacted or is not ready and able to work, that employee will not be paid the standby premium.

9.04 CALL OUT If an employee, who is not on standby, has left the operations and is called back for work he/she shall receive a minimum of two (2) hours pay at his/her regular hourly rate or overtime for the hours worked, whichever is the greater, commencing when the employee reports for work.

9.05 OVERTIME MEAL BREAK When an employee is required to work more than two (2) hours beyond the normal work day as scheduled, the Employer will make available to the employee a meal allowance not to exceed the following:

Breakfast	\$11.00
Lunch	\$15.00
Dinner	\$24.00

Failure to submit receipts within five (5) days absolves the Employer of any payment.

The employee shall be compensated for one-half (½) hour overtime meal break when he works in excess of two (2) hours beyond the normal work day, and at every four (4) hour interval thereafter.

9.06 LATENESS If an employee is late, he/she must report to the local manager or in his/her absence, his/her appointee, before starting work on the day which he/she is late, and having done so, will be paid only for time worked calculated to the nearest quarter hour. An employee who expects to be absent or late must call in a minimum of one (1) hour prior to the start of his/her shift to allow for rescheduling of his/her work load. In such cases the Employer may alter the employee's work schedule and the provision of 11.01 (c) shall not apply. This section shall not affect the Employer's right to discipline employees with respect to lateness or absenteeism.

9.07 REST PERIOD Each employee working an eight (8) hour shift shall be entitled to the following breaks. One (1) fifteen (15) minute break in the first four (4) hour period. One (1) fifteen (15) minute break in the second four (4) hour period and one half (½) hour break between the third and sixth hour. The rest period begins when the employee leaves a job and ends when he/she is back at the job.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01

(a) Employees having completed thirty (30) continuous days of employment, will be entitled to pay at regular rates for all statutory holidays as follows:

New Years' Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	BC Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

and any additional holidays not related to the above holidays, but gazetted by the Provincial or Federal Governments. Temporary employees will be entitled to statutory holiday pay prorated on the hours worked in the previous thirty (30) days, provided they have worked at least fifteen (15) of the preceding thirty (30) days. Full time employees must have worked the full working days immediately prior to and after the holiday, unless permission to do otherwise is granted by the Employer.

Note: Family Day (Second Monday of February)

(b) Employees will be entitled to a half day immediately before Christmas Day and New Years' Day, but only if those half days occur on a working day, subject to operational/work requirements and subject to the same provisions as 12.01 (a).

10.02

- (a)** When a holiday falls on a Saturday and/or a Sunday (excepting the provisions of 12.01 (b)), the closest workday will be observed as the holiday.
- (b)** All time worked on such holidays shall be considered overtime and shall be paid at the overtime rate in addition to regular holiday pay. Should employees be unavailable for work on a holiday, after reasonable efforts have been made to locate them, the situation shall be treated as an emergency.

ARTICLE 11 - SENIORITY

11.01

- (a)** Company seniority shall be defined as an active employee's accumulated time of employment with the Employer which has not been interrupted by a continuous period in excess of six (6) months.
- (b)**
 - (i)** Vacancies in existing bargaining unit positions or newly created positions falling within the definition of the bargaining unit shall be posted at each headend for a period of five (5) working days to allow employees an opportunity to apply for the position prior to any new employees being hired. The Employer will make every reasonable effort to contact employees on sick leave or vacations to advise them of the posting. This Article applies to technicians and all employees shall be afforded the opportunity to apply on posted positions.
 - (ii)** The length of time to post and fill existing bargaining unit vacancies shall not exceed three (3) months.
- (c)** The parties agree that when ability, efficiency and qualifications are similar, the most senior employee shall have the right of first refusal when a promotional opportunity exists. In the case of lateral transfers, existing employees will be given the first opportunity, by seniority, to fill the vacant position subject to operational requirements. Ability, efficiency and qualifications refer to those required to perform the posted position. Lateral transfers refer to a position in the same classification.
- (d)**
 - (i)** When there is a reduction in the work force, the Company will first terminate the services of any of the Union's members outside contractors provided to the Company on an as required basis through outside contractors.
 - (ii)** Seniority shall be the major factor in layoffs and rehiring providing ability, efficiency and qualifications are similar. A laid off employee shall be given two (2) weeks notice or two (2) weeks wages in lieu of notice as provided in Part III of the Canada Labour Code.

- (e)** A laid off employee shall have the option of bumping the junior employee in another system or taking the layoff. The employee shall have seven (7) working days to exercise this option. Should a laid off employee accept a position at one of the other systems through the bumping process, the costs of relocation are the sole responsibility of the employee.
- (f)** The employees will be recalled from layoff in reverse order of seniority. If the vacancy is in a location other than the system from which he was laid off, the employee will have the option of moving to the new location at his/her own expense or remaining on layoff for the next vacant position in his/her own location. Employees must commit to recall within two (2) days and return to work within fourteen (14) days.
- (g)** It is the responsibility at all times of the employee to keep the Employer informed of his current home address and telephone number.
- (h)** Seniority as referred to in Sections D, E and F shall mean total Company seniority applied to the classifications. In other words, layoff and bumping shall be within a classification.

11.02 Seniority rights and employee benefits shall cease for any of the following reasons and the employee shall be deemed terminated when he/she:

1. Fails to return to work upon the expiration of an authorized leave or is absent from work without reasonable cause in excess of one (1) working day without notifying the Technical Operations Manager.
2. Voluntarily terminates his/her employment with the Employer.
3. Is discharged and is not reinstated through the grievance procedure or through arbitration.
4. Accepts gainful employment while on leave of absence or sick leave without first obtaining in writing the consent of the Employer.
5. Is laid off and refuses recall to the system from which he/she was laid off.
6. Is laid off for a period greater than twelve (12) months.
7. Requests and receives severance.

ARTICLE 12 - EARNED VACATIONS

14.01

(a)

<u>Years</u>		<u>Vacation Time Earned</u>
1-4	4%	two (2) weeks
5-9	6%	three (3) weeks
10-14	8%	four (4) weeks
15-20	10%	five (5) weeks
21+	12%	six (6) weeks

(b) Vacation pay will be accumulated on an annual basis for active employees. Employees on layoff or a leave of absence shall not accumulate earned vacations. Any additional earned holidays that may be gazetted by the Provincial Government will be incorporated into this Agreement according to the legislation in effect.

(c) If an employee has a confining illness or an incapacitating accident requiring hospitalization while on vacation, the employee may draw sick days and postpone the remainder of vacation time to a later date. The employer may require the employee to produce a Doctor's Certificate.

12.02 The employee's employment anniversary date will be the base upon which length of service and annual vacation leave is calculated and shall be termed the vacation year.

12.03 Vacation leave shall not be taken during the first twelve (12) months of employment. Vacation leave may not be postponed from one year to the next nor accumulated, but must be completed during the current vacation year except as provided in 14.06.

12.04 A vacation schedule will be posted at each headend by January 1 of each year. Vacation times will be selected by employees in order of seniority by February 28th. Employees who have not selected vacation periods by February 28th cannot use their seniority for selection and must accept dates available. The Company shall post the approved schedule no later than March 31st. Due to work schedules and other contingencies, final designation of vacation leaves of any employee is reserved to the Employer; however, where possible employees will be granted their requested preference and as a minimum, employees will be entitled to one week of vacation during the period of June, July and August, if so requested. However, the Company agrees to accommodate, wherever possible, requests for two (2) or more weeks vacation during these months.

12.05 An employee shall not be entitled to receive pay in lieu of vacation.

12.06 Notwithstanding the above, a maximum of one (1) week's annual vacation may be carried forward to the next vacation year by mutual agreement between the Employer and the employee.

ARTICLE 13 - SEVERANCE PAY

13.01

(A) The Employer shall provide one (1) week's severance pay for each year of service up to ten (10) years and two (2) weeks' severance for each year of service thereafter up to a maximum of fifty-two (52) weeks to employees who become redundant and are terminated due to automation, the introduction of new methods, equipment or organization; nevertheless, the principle shall be that employees shall first be offered training for other positions if other positions are available and that severance pay shall be utilized only when the employee fails to assimilate the required training, or refuses a job transfer or reclassification, or there are no other positions available.

(B) Early Retirement

City West may offer or an employee may request an early retirement package. The employee must be at least sixty (60) years of age with twenty (20) or more years of service. CityWest or the employee shall give notice to the other party, as applicable. CityWest or the employee may repeat the offer or request, as applicable, not sooner than six (6) months after the previous offer or request. Either party shall respond within thirty (30) calendar days.

An early retiree under this provision is entitled to graduated retirement allowance as follows:

Age 60	12 months of regular salary
Age 61	10 months of regular salary
Age 62	8 months of regular salary
Age 63	6 months of regular salary

The retiring allowance shall be paid as a lump sum.

13.02 The provisions of Sections 52, 54 and 55 of the Canada Labour Code do not apply during the term of this Agreement to the Employer, the employees or the Union.

ARTICLE 14 - IMPACT OF LEGISLATION

14.01

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

ARTICLE 15 - HEALTH, WELFARE AND OTHER BENEFITS

15.01 The Employer agrees to maintain the benefits as follows and pay the indicated percentage of the premiums:

Weekly Indemnity	100%
Long Term Disability	100% (employee paid)
Medical Plan	100%
Extended Medical Plan	100%
Emergency Medical Travel	100%
Dental Plan	100%
Extended Dental (Orthodontic)	100%
Life and Accident Insurance	100%

Vision Care: the Employer agrees to maintain this coverage at \$350.00 maximum payable in a 24 month period.

15.02 All benefit plan coverage, terms, conditions, and specific eligibility requirements shall, at all times, be subject to, and governed by, the actual terms and conditions of the plans and policies actually underwritten by the respective carriers, and as amended from time to time by the respective carriers.

15.03 Any benefit plan descriptions contained in this Agreement or any other Agreement provided through the Union or employees is solely for the purpose of general description and information and the benefits provided are subject to the terms of the policy of insurance arranged by the Employer. Specifically, without limiting the generality of the foregoing, only permanent, non-probationary employees can become eligible to participate in the insurance benefits.

15.04

- (a)** The Employer agrees to provide regular permanent employees with ten (10) Wellness Days per calendar year. Wellness Days are to be used for the purpose of personal illness, family care or emergencies, and medical appointments. Up to five (5) unused Wellness Days, according to the employee's preference, may be converted into pay or vacation days at the end of the calendar year. Wellness Days can be used in hourly increments.
- (b)** An employee shall offer proof, satisfactory to the Company, of his/her illness or injury of two (2) days or more, if requested to do so by the Company.
- (c)** Where the Company has a bona fide reason to believe an employee is abusing sick leave, the employee may be required to justify any leave taken under the provisions of this Article.

15.05 During the term of this Agreement, the Employer may change insurance carriers, and it is agreed that the level of benefits provided in the actual policy shall not be reduced during the term of this Agreement.

15.06 Cablevision Service

Union agrees to a \$5.00 per month fee for cablevision service or \$25.00 per month for cablevision and internet service where available and includes the modem. The modem remains the property of the Company.

ARTICLE 16 - PENSION PLAN

16.01 (a) The Employer agrees to make available to the employees a Group RRSP plan. Employees may choose to participate or not as they desire, and may, after declining participation, enter the plan at a later date without penalty. The Company retains the right to change service providers.

The Employer will contribute 7% of annual earnings and the Employee contribute 3% of annual earnings to the Group RRSP plan. In addition, each will make their contributions to the Canada Pension Plan. All contributions belong to the Employee from the first (1st) date 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 16.01(a).

Restriction on Changes – The option to deduct, or to increase or decrease employee contributions can only be requested once per year.

ARTICLE 17 - JURY DUTY AND COURT LEAVE

17.01 Jury Duty Leave

Leaves of absence with pay shall be granted to an employee for jury duty. Any compensation received from the court for such duty shall be turned over to the employer.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 In the event of death in the employees immediate family, compassionate leave with pay of five (5) continuous days will be granted by the Employer providing that the five (5) continuous days fall on scheduled working days. It is not the intent of this provision to compensate the employee for normal days off, which may be included in the five (5) day period. In the event an employee must travel more than seven hundred (700) kilometers compassionate leave with pay will be extended to five (5) continuous days subject to the same provisions

regarding compensation as the five (5) day period. Immediate family is defined as an employee's parents, spouse, children, brothers, sisters, parents-in-law, and grandparents. The Employer recognizes common-law relationships as immediate family.

ARTICLE 19 - LEAVE FOR EMPLOYEES WITH CHILDCARE RESPONSIBILITIES

19.01 The Maternity Child Care provisions of the Canada Labour Code shall apply to all cases of such leave. The Company, upon request by the employee, will provide a copy of information respecting Maternity Leave as provided by Labour Canada.

19.02 Special Leave Due to Pregnancy

An employee whose doctor deems that her medical condition is such that she must commence her leave immediately, may do so without giving four (4) weeks notice provided that the doctor provides the Employer with a medical certificate.

19.03 Fathers' Leave

Any employee whose spouse gives birth, shall receive two (2) days off with pay; one (1) day on the day of the date of birth and one (1) day when the spouse is released from hospital. This is provided that the date of birth and release date fall on a shifted day of work.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 An employee may be allowed a leave of absence without pay for a period not exceeding three (3) months if he/she requests it from the Employer in writing and if the leave is for a good and valid reason. Any such leave is subject to approval by the Employer and must be requested a reasonable length of time in advance. Any requests for extension of such leave shall be subject to review at the expiration of the period of leave granted. During such leave of absence, the employee shall not be entitled to any benefits under this Agreement. Employees shall have the option of maintaining at their own cost, the health and welfare benefits.

20.02 It is understood and agreed that upon returning to work after a leave of absence the employee shall return to his/her former job if the job is available, or if his/her former job is unavailable or has been filled, to other work within the system for which he/she is qualified, or will be placed on layoff.

ARTICLE 21 - TRANSFER EXPENSE

21.01 An employee permanently transferred by the Employer from one system to another shall have the following expenses paid by the Employer.

- (a) The cost of a qualified mover to move reasonable household effects as long as the employee has submitted bids from three (3) area movers for the Employer's consideration.
- (b) The cost of connection or disconnection of household services excluding any penalties incurred by the employee and not related to the transfer.
- (c) Reasonable expenses incurred by the employee and his/her family while traveling from one system to the other.

ARTICLE 22 - TRAVEL ALLOWANCE

22.01

- (a) Employees required to work out of town on temporary assignments shall be provided reasonable accommodation and meal allowance of:

Seventy (\$70.00) dollars per day

- (b) When an employee is assigned to work outside of his/her normally assigned system(s) the employee shall be reimbursed for meals as follows, providing receipts are submitted:

Breakfast	\$15.00
Lunch	\$25.00
Dinner	\$30.00

- (c) The definition of Out-of-Town is defined as any point beyond a seventy (70) kilometer radius of the employee's normal place of employment or, requiring overnight accommodation.
- (d) Where an employee is required to be out of town for three (3) or more days the Employer's company-wide policy will address the issue of personal telephone calls home.
- (e) Where an employee is assigned to work out of town for a period in excess of seven (7) calendar days, the employee will be paid for reasonable laundry expenses.

ARTICLE 23 - WORK REPORTS

23.01

- (a) An employee shall be notified in writing within five (5) working days of any expression of Employer dissatisfaction concerning his/her work. If this procedure is not followed, such expressions of dissatisfaction shall not become part of the employee's record for use against him/her.

- (b) Any letter or memorandums of dissatisfaction in an employee's file shall be cancelled and removed one (1) year from the date they were filed as long as there have been no subsequent letters or memorandums of dissatisfaction filed on related subjects.

ARTICLE 24 - TRAINING

24.01

- (a) The Company and the Union agree to the immediate formation of a Joint Training Committee. The Company and the Union shall appoint an equal number of members to the Joint Training Committee. At least one (1) of the union members will have journeyman status. The Joint Training Committee shall have jurisdiction over the apprenticeship training program and apprenticeship progression. The Joint Training Committee shall also evaluate new employees, based on past experience and qualifications and decide where they will be positioned according to the apprenticeship progression system outlined in Article 24.
- (b) The Joint Training Committee shall establish minimum standards for each step of progression in the apprenticeship progression system and will require each employee to demonstrate to the Committee that he/she is capable of achieving these standards or progression will not take place.
- (c) All new employees will be enrolled into the prescribed course of study as laid out by the Joint Training Committee and must progress to the second year level. Such employees must achieve the standards set out by the Committee within the Committee's allotted time frame to retain employment.
- (d) Current employees will be enrolled into the training process at a level determined by the Committee and must achieve the standards set out by the Committee within the Committee's allotted time frame. Employees will be held at their current rate of pay for the Committee's allotted time frame for upgrading themselves. Current employees unable to progress beyond the Committee's two year level may be reclassified as an installer. Current employees unable to achieve the two year level within the Committee's allotted time frame, or within the Committee's time frame for upgrading may be held at the 70% rate.

24.02 It is recognized by the Union and the Employer that an efficient and productive training program is beneficial to both parties and therefore, the Employer and the Union agree that the Joint Training Committee shall be funded as follows:

- (a) The Employer will contribute twenty cents (20¢) for each hour worked by each employee into a training fund.
- (b) Each employee will contribute, by payroll deduction, twenty cents (20¢) for each hour worked into a training fund.

(c) The training fund will be administered by the Joint Training Committee. Any expenditures from the fund will be approved by the Joint Training Committee and require two (2) signatures on cheques, one (1) Management and one (1) an IBEW member.

(d) The intent of the training fund outlined in Article 24.02 (a-c) is to provide the Joint Training Committee funds with which to operate an effective and efficient training program. The funds shall be used to cover all expenses incurred as a result of an employees training, including but not limited to the following:

Tuition fees, travel expenses, wage replacement while absent on training courses, equipment or materials required, administrative costs of the Joint Training Committee and other such expenses as will occur.

(e) Training administered by the Joint Committee shall not be limited to apprentices only, but the Committee may allow journeyman upgrading where it feels it is in the best interest of the Employer and the employee.

24.03 An employee will be allowed to progress through the entire apprenticeship program without hindrance and obtain the status of "journeyman" at the completion of his/her apprenticeship; however, the wages paid each employee is based solely on the position he/she is filling.

24.04 In the event that the Joint Training Committee is unable to come to an agreement of the majority of its members over any items related to the administration of its duties as outlined in this section, the Committee shall appoint a third party, acceptable to the whole Committee, who will examine the matter under discussion and render a decision. Such decision, given the financial restraints that the Committee operates under, shall be considered as final.

24.05 Cross Training

The Company and the Union agree to explore training opportunities with Local IBEW 213 Prince Rupert Telephone technicians prior to contracting out to other IBEW Technicians or Installers for the purpose of assisting with installations during overflow, but shy of the need to hire an additional full-time position.

In the event an opportunity exists, where installation books exceed seven (7) days out, two (2) IBEW 213 Prince Rupert Telephone technicians, who have been properly training and qualified, will be given the first right of refusal to assist with installation of services.

ARTICLE 25 - APPRENTICESHIP PROGRESSION

25.01 Apprentice Technicians shall be indentured within the first year of having obtained CORE or equivalent, subject to the Provincial program and availability.

25.02

(a) <u>Installer:</u>	
Start to 6 months	55%
7th month to 15th month	60%
16th months to 25th month	65%
26th month to 34th month	70%
35th month to 44th month	75%
45th month to 54th month	80%

All progressions are determined by the JTC.

(b) <u>CATV Apprentice Technician</u>	
start to 6th month	70%
7th month to 14th month	75%
15th month to 22nd month	80%
23rd month to 30th month	85%
31st month to 38th month	90%
39th month to 46th month	95%

(c) Journeyman Technician
The salary for this position is at the one hundred percent (100%) rate.

(d) <u>Warehouse/Cable Assistant</u>	
Start to 6 months	55% of Journeyman rate
7 months to 18 months	60% of Journeyman rate
19 months to 30 months	65% of Journeyman rate
31 months to 42 months	70% of Journeyman rate

ARTICLE 26 - NON BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK

26.01

The Union agrees to allow the System Manager to carry out bargaining unit work under the following circumstances:

- a) Instruction and training
- b) Emergency situations
- c) Temporary work overload
- d) System testing for quality control and audit
- e) Temporary assist in construction

ARTICLE 27 - WAGES SCHEDULE

27.01 All wage scales will be increased by applying the following percentage increases to the 100% rate of the Cable Technicians.

July 1, 2015	1.75%
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July 1, 2016	1.75%
July 1, 2017	1.75%
July 1, 2018	1.75%

Incentives and Commissions

The Company may, at its discretion, offer technicians and installers incentives or commissions for sales activities. The Company commits to reviewing any incentive or commission program on a regular basis for quality assurance.

27.02 Wages shall be paid bi-weekly.

27.03 The CATV System Supervisors and Construction Supervisors and Head End Supervisors will be paid eight percent (8%) above their current wage rate.

27.04 Each of the four geographical locations, Prince Rupert, Terrace, Kitimat and the Bulkley Valley shall have a minimum of one (1) journeyman.

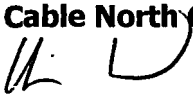
27.05 Should a Technician be laid off, and the laid off Technician chooses to bump into an Installer classification (if available), the Technician shall be maintained at their current salary for a period of three (3) months. Thereafter the employee shall revert to the rate of the lower classification. A Journeyman shall remain at the one hundred percent (100%) rate.

27.06 The parties agree that during the term of this Agreement, wages paid will be in accordance with the following wage scale:

	1-Jul-15	1-Jul-16	1-Jul-17	1-Jul-18
100%	\$32.86	\$33.44	\$34.03	\$34.63
95%	\$31.22	\$31.77	\$32.83	\$32.90
90%	\$29.57	\$30.10	\$30.63	\$31.17
85%	\$27.93	\$28.42	\$28.93	\$29.44
80%	\$26.29	\$26.75	\$27.22	\$27.70
75%	\$24.65	\$25.08	\$25.52	\$25.97
70%	\$23.00	\$23.41	\$23.82	\$24.24
65%	\$21.36	\$21.74	\$22.12	\$22.51
60%	\$19.72	\$20.06	\$20.42	\$20.78
55%	\$18.07	\$18.39	\$18.72	\$19.05
50%	\$16.43	\$16.72	\$17.02	\$17.32
40%	\$13.14	\$13.38	\$13.61	\$13.85

In witnesseth whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 13 day of JUNE, 2016.

CityWest Cable North Corporation



I.B.E.W. Local 213



LETTER OF AGREEMENT #1

between

CITYWEST CABLE NORTH CORPORATION

and


I.B.E.W., LOCAL 213

This letter of understanding is created solely for the community of Stewart as it falls under special consideration because of the geographical location and accessibility. Other systems owned and operated by CityWest Cable North Corporation are within acceptable reach to meet industry standards for installations and maintenance with existing staff.

Both parties agree to the following:

1. For the purpose of doing installations in Stewart, CityWest Cable North Corporation would contract out the work to a local contractor. The Company will make every effort to find a Union contractor but if no Union contractor can be found, a non-union contractor will be used.
2. For the purpose of regular system maintenance and system audits, a CATV technician who is a member in good standing with the Union will perform all required work.
3. In emergency situations, the local contractor may be used in order to restore service on a temporary basis until a CATV technician can arrive on site to effect permanent repairs.
4. This letter of understanding will be in effect for the term of the existing agreement, which is effective from July 1, 2015 and expires on June 30, 2019.
5. If at any time during the above stated period, the Stewart system exceeds 1,000 subscribers, this letter of understanding will be re-opened for discussion.
6. For any other interpretations of the contract, both parties agree that they will be resolved by mutual discussion and agreement.

Signed this 13 day of JUNE, 2016



CityWest Cable North Corporation



I.B.E.W., Local 213

LETTER OF AGREEMENT #2

between

CITYWEST CABLE NORTH CORPORATION

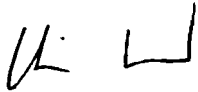
and

I.B.E.W., LOCAL 213

JOURNEYMAN'S ACCREDITATION

The employer agrees to cooperate fully with the Union to develop and implement an apprenticeship/journeyman program that will be accredited by the Provincial and /or Federal body for the telecommunications industry.

Signed this 13 day of JUNE, 2016



CityWest Cable North Corporation



I.B.E.W., Local 213