

COLLECTIVE NON-TECHNICAL 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

AUGUST 1, 2015 TO JULY 31, 2019

14417 (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.

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

6.01 Definition of a Grievance

A grievance shall be defined as any dispute or controversy between the Company and the Union, between the Company and one or more of its employees covered by this Agreement in respect to any matters involving the interpretation, application, or administration of any 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 of 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 with 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.

6.04 Time Limits

(a) Mutual Agreement

The time limits prescribed herein for the performance of any step or proceedings in the grievance procedure are deemed to be matters of substance, not mere technicalities. These time limits may be extended only by mutual agreement in writing between the Union and the Employer.

(b) Grievance Abandonment

If a grievance has not been initiated or resolved within the time period specified for any step of the grievance procedure, and the time limit has not been extended by mutual agreement in writing, such failure to proceed within the time limits prescribed shall be deemed to constitute an abandonment of the grievance.

6.05 Classification Grievance

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

ARTICLE 7 - EMPLOYER AND UNION GRIEVANCE

7.01 Employer and Union Grievances

(a) Method of Grieving

The Company or the Union can raise a grievance by way of informal discussion with their respective representatives, or by resorting directly to setting the grievance out in writing and presenting it within three (3) working days after the occurrence of the alleged grievance. If the

grievance is a policy grievance, or a continuing issue, it shall be raised by either party within ten (10) days of the occurrence or of the Company or the Union becoming aware of the grievance.

(b) Referral to Arbitration

The Employer and the Union shall immediately consider the written grievance and make an honest effort to resolve it. If agreement is not reached within five (5) working days from the time this step is initiated, the grievance may be referred to arbitration.

7.02 Should the Union or an employee fail to process the grievance within the time limits specified in Article 6 or Article 7 of this Agreement, or such extensions as may be mutually agreed upon, the grievance shall be deemed to have been abandoned.

ARTICLE 8 - ARBITRATION

8.01 Arbitration Board

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

8.02 Chairman

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

8.03 Procedure

(a) Written Statement

Prior to the date on which the arbitration hearing is to commence, the Union and the Company shall confer and prepare a complete written statement of the facts which are relevant to the subject of the arbitration. This written statement shall also contain any matters of evidence upon which the parties are agreed. This written statement shall be presented to the Board of Arbitration on the opening of the hearing.

(b) Decision of the Board

The Arbitration Board so constituted will determine its own procedure in accordance with applicable legislation, and shall give full opportunity to all parties to present evidence and make representation. The Board shall hear and determine the dispute or allegation and shall make every effort to render a decision within fourteen (14) days.

(c) **Limited Jurisdiction**

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

ARTICLE 12 - STATUTORY HOLIDAYS

12.01

(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).

12.02

(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 13 - SENIORITY

13.01

(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)** 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.
- (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.
- (d)** **(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.

13.02 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 16 - IMPACT OF LEGISLATION

16.01

- (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 23 - TRANSFER EXPENSE

23.01 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 25 - WORK REPORTS

25.01

- (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 28 - NON BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK

28.01

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

APPENDIX A
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APPENDIX A
NON-TECHNICAL EMPLOYEES

ARTICLE A1 - APPLICATION OF APPENDIX

A1.0 Terms, Conditions and Definitions

(a) Terms and Conditions

The purpose of this Appendix is to set out the terms and conditions of employment for the Non-Technical Employees who are within the scope of the certification held by the Union.

(b) Definition of Non-Technical Employees

The term "Non-Technical Employees" shall be understood to mean those employees described by **Article A3 of this Appendix A**

ARTICLE A2 - APPLICATION OF MAIN AGREEMENT

A2.1 Applicable and Non-Applicable Articles

(a) Main Agreement Application

The parties agree that the Main Agreement for Technical employees shall apply to the Non-Technical employees, except certain articles specified herein.

(b) Non-Applicable Articles

The following articles of the Main Agreement shall not apply to the Non-Technical employees:

Section B – Definitions

Article 1 – Effective Dates

Article 2 – Scope and Recognition

Article 6.03 – Steward and Employee Involvement

Article 9 - Safety

Article 10 – Specific Conditions of Employment

Article 11 – Hours of Work

Article 14 – Earned Vacations

Article 15- Severance Pay

Article 17 – Health, Welfare and other Benefits

Article 18 - Pension Plan

Article 19 – Jury Duty and Court Leave

Article 20- Bereavement Leave

Article 21 – Leave for Employees with Child Care Responsibilities

Article 22 - Leave of Absence

Article 24 – Travel Allowance

Article 26 - Training

Article 27- Apprenticeship Progression

Article 29 – Wages Schedule

Letter of Agreement #1

Letter of Agreement # 2

ARTICLE A3 – SCOPE AND RECOGNITION

A3.1 The Employer recognizes the Union as the sole collective bargaining agent for all employees of CityWest Cable North Corporation as described by the Canadian Industrial Relations Board Order No. 10491-U:

“all regular and part-time employees of City West Cable (North) Corp. involved in its cable operations, **excluding** installers and technicians, chief engineer, engineer, retail sales managers, salespersons, executive secretary, chief accountant, cable operations manager, maintenance, and those above, those employees covered by another certification order and casual employees”

A3.2 Both parties agree to be bound by Part, Section 44, 45 & 46 of the Canada Labour Code.

A3.3 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

A3.4 It will not be considered to be a violation of this Agreement, or a cause for discipline, in an employee refused to cross a legal picket line. However, CityWest reserves the right to refuse to make payment for any time not worked as a result of the employee’s refusal to cross a picket line, if no suitable work is available.

A3.5 The Employer agrees to supply the representatives of the I.B.E.W. a pass through all the Employer’s offices, shops and stations during the lifetime of this Agreement as needed to perform their obligations under this Agreement

ARTICLE A4 - EFFECTIVE DATES

The terms and conditions of the Agreement shall become effective on August 1, 2015 and shall continue in full force and effect until Midnight on July 31, 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 four (4) months prior to July 31, 2019 or any subsequent anniversary of this date

ARTICLE A5 - EMPLOYEE CATEGORIES AND DEFINITIONS

A5.1 Employee Categories

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, shall be entitled to seniority dating from the time of hire by the employer. A performance review may take place during the probationary period.

(a) Employee

The term "employee" as used in this agreement shall mean any person employed in a group included within the bargaining unit referred to in Article A3. It shall include any person employed in any job or group created in the future if that person is included by mutual consent or that person has been included by a decision of the Canada Industrial Relations Board.

(b) Full Time Employee

A fulltime employee is defined as an employee who is hired to work on a regular basis, at least thirty-seven and one half (37.5) hours per week

(b) Part Time Employee

A part-time employee is defined as an employee who is hired to work on a regular basis, averaging less than thirty-seven and one half (37.5) hours per week.

(c) Relief Employee

A relief employee shall be defined as an employee who works in a temporarily vacant position to cover for an employee's absence due to illness, injury, vacation, leave of absence, or to cover for short-term (4 months or less) extra work.

ARTICLE A6 - NEW JOB CLASSIFICATIONS

A6.1 Job Creation

(a) The Company can create and fill new job classifications within the bargaining unit subject to the right of the Union to negotiate the wage rates which apply.

(b) In the event that the parties do not agree on the wage rate for a new classification, the Company may fill the position, subject to the Union's right to refer the matter to arbitration pursuant to the grievance procedure. The grievance then becomes an interest arbitration.

ARTICLE A7 – HEALTH AND SAFETY

A7.1 In the matter of health and safety practices, it is agreed that these shall be governed by Part II of the Canada Labour Code.

A7.2 The Employer shall provide each employee with training to safely perform all duties assigned.

A7.3 Union safety representatives shall be appointed by the Union.

A7.4 The minutes of the Safety Committee shall be posted on the bulletin board

ARTICLE A8 - HOURS OF WORK

A8.1 Work Week

The regular full-time workday is 7.5 hours, exclusive of a thirty (30) minute meal period. The regular part-time workday is five (5) hours, exclusive of a thirty (30) minute meal period.

The regular full-time week is thirty-seven and one half (37.5) hours and the regular part-time week is twenty-five (25) hours.

A8.2 The work week shall be Monday – Saturday 7:00 am to 9:00 pm

A8.3 Overtime

(a) Employees may accumulate up to five (5) 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 operational needs as determined by the employee's manager.

(b) All overtime slips must state time on the job and time elapsed for traveling time.

A8.4 All overtime, in order to qualify for compensation, must be approved by a manager

A8.5 Posting of Schedules

Each employee's schedules for any week will be posted as early as possible, but in no event later than 12:00 noon on the Wednesday immediately prior to the week in question. It is the intent of the foregoing to ensure that each employee is advised of his/her work schedule at the earliest possible time. Any changes to the posted schedule will require 2 working days' notice unless otherwise agreed between the Employer and the affected employee.

A8.6 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 A8.5 shall not

apply. This section shall not affect the Employer's right to discipline employees with respect to lateness or absenteeism.

ARTICLE A9 – MEAL PERIODS AND BREAK PERIODS

A9.1 Meal Periods

Each employee scheduled to work a regular full-time shift shall be entitled to the following breaks:

- one (1) fifteen (15) minute break within the first three (3) hours
- one (1) fifteen (15) minute break within the last three (3) hours
- one (1) thirty (30) minute unpaid break between the third and sixth hour

Each employee scheduled to work a regular part-time shift shall be entitled to the following breaks:

- one (1) thirty (30) minute unpaid break between the 3rd and 4th hour

Meal and Break periods shall be scheduled so as to minimize any disruption to business operation

ARTICLE A10 – SENIORITY OF RELIEF EMPLOYEES

A10.1 Relief employees shall accumulate seniority based on actual hours worked.

A10.2 The Company will give preference to Relief employees applying for vacancies or new positions not successfully filled by Regular Full-Time or Part-Time employees, provided they have the ability, efficiency and qualifications to perform the work. If more than one Relief employee is deemed qualified, then the candidate with the most seniority, as determined by Article A10.1, shall be offered the position.

ARTICLE A11 – EARNED VACATION

A11.1 All regular permanent employees shall be entitled to vacation with pay computed as of December 31 each year as follows:

Years	Percentage	Time
1-2	4.5%	10 days
3-7	6%	15 days
7-10	8%	20 days
10-15	10%	25 days
15+	12%	25 days

A11.2 If employment is terminated for any reason, accrued vacation credits shall be paid to the employee.

A11.3 Employees will submit a list showing the vacation period(s) applied for by February 15th of each year. Spring Break requests must be submitted by January 31st. Any employee who has not made their selection by the dates above cannot use their

seniority for selection and must accept date available. The Company shall post the approved vacation schedule no later than March 15th Approved Spring Break schedule will be posted by February 25th.

A11.4 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

A11.5 Every employee with five (5) or more years of service shall, subject to the operational requirements of the Company, be entitled to have three (3) weeks of his or her vacation period scheduled consecutively, if they so request. Agreement with such request shall not be unreasonably withheld.

A11.6 In special circumstances a maximum of one (1) years' annual vacation may be carried forward to the next vacation year by mutual agreement between the Company and the employee.

A11.7 In the event of the death of an employee, the value of any vacation credits which are accrued to the employee shall be paid to his estate.

A11.8 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 A11.6

A11.9 Full week requests, Monday-Friday, will be given preference to single day requests.

ARTICLE A12 - SEVERANCE PAY

A12.1 (a) After completing five (5) years of continuous employment with the Employer, employees who are laid off because of technological change or cutback in services, shall be granted severance pay in the following manner:

- Equivalent to one (1) weeks pay for each year of service up to seven (7) years
- Equivalent to two (2) weeks pay for each year of service for eight (8) years and thereafter up to a maximum of fifty-two (52) weeks.

(b) Severance pay shall only become payable upon the expiration or voluntary forfeiture of recall rights. An employee who wishes to forfeit his/her recall rights and accept severance pay must advise the Employer in writing.

A12.2 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 A13 – HEALTH, WELFARE AND OTHER BENEFITS

A13.1 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	100%

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

A13.2 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.

A13.3 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.

A13.4 (a) The Employer agrees to provide regular full-time and part-time permanent employees with ten (10) Wellness Days per calendar year. The purpose and intent of this Wellness Day program is to provide employees with financial assistance during absences due to personal illness, family care or emergencies, and medical appointments as well as to provide employees with financial assistance during the qualifying period for short-term disability. Wellness days can be used in hourly increments.

A13.4 (b) To recognize reliable and consistent attendance, an employee will be awarded the cash value of half of any unused Wellness Days as of December 31 of the year, payable during the month of January for the previous year. Sick days are based on the regular work day as outlined in Article A8

A13.5 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.

A13.8 Employee Recognition Package

Upon completion of their probationary period, all bargaining unit employees will receive City West's discounted services as described in the Company's Employee Recognition Policy.

ARTICLE A14 - PENSION PLAN

A14.1 The Employer agrees to make available to the regular full-time and part-time permanent 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, but agrees to equally match the employee's contribution up to 7%.

A14.2 Upon written request from individual employees, the Employer will deduct and submit additional contributions in addition to those in Article A14.1

ARTICLE A15 – LEAVES OF ABSENCE

A15.1 Bereavement Leave

An employee shall be granted a maximum of 5 regular scheduled consecutive works days without loss of salary in the case of death of a spouse including common-law or child. Five (5) days will be granted in the case of death of a parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or grandchild. In the event an employee must travel more than seven hundred (700) kilometers, additional paid leave up to (4) days for travel shall be allowed when necessary. Management will evaluate cases not covered above on a case by case basis.

A15.2 Leave of Absence

City West at its discretion shall grant Leave of Absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be made in writing and approved by City West. Such request shall not be unreasonably denied.

A15.3 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.

A15.4 Maternity and Parental Leave

Employees shall be entitled to maternity, paternity, adoption and parental leaves of absence in accordance with the prevailing provisions of the Canada Labour Code.

Employees unable to work due to a pregnancy-related illness shall be entitled to supplement their Employment Insurance maternity benefits for the duration of their inability to work by applying to the sick leave bank. E.I. benefits plus any supplemental payment from the sick leave bank shall not exceed the employee's normal wages on and after tax basis.

ARTICLE A16 – TRAVEL ALLOWANCE

A16.1 Employees required to work out of town on temporary assignments shall be provided reasonable accommodation and meal allowance as described by the Company's Travel Per Diem Policy.

ARTICLE A17 - JOB DESCRIPTIONS

The following job descriptions are intended to provide an overview of each of the jobs listed. Specific duties and requirements can be found in the actual job descriptions available from Human Resources.

Customer Service Representative

This is a sales and customer service oriented position with extensive contact with the public. This position requires an individual with good customer service skills, organizational ability and initiative when dealing with the demands of this position. A CSR is expected to perform a wide range of customer service and administrative functions, such as handle customer service inquiries by telephone and in person, accurate completion of workorders for installation and changes of service, work with the other departments to resolve escalated customer issues, and additional duties based on business needs. Specific job duties and tasks can be found in the CSR Job Description.

Cable Telephone Assistant (Formerly Cable Data Entry Clerk)

The Cable Telephone Assistant is a business support oriented position which requires a strong familiarity with computers, software and process. This role assists the Cable Telephony Manager with the day to day operations within the department and liaises with other departments as it pertains to cable telephony needs. The role has an in-depth knowledge of cable telephone products, services and processes in order to perform its function.

Customer Service Supervisor

The purpose of this role is to supervise and provide support to the frontline Customer Service staff. This role assists the Customer Service Manager with day-day Customer Service operations and liaises with other departments as it pertains to customer service needs. The role has an in-depth knowledge of City West products, services and processes in order to support the frontline staff and respond to complex or difficult customer inquiries to the customer's satisfaction.

ARTICLE A18 - WAGE PROVISIONS AND WAGES

A18.1 Wages shall be paid bi-weekly on the Friday of the pay week

A18.2 Progression up the wage schedule shall automatically occur on the first complete pay period following the step achievement,

A18.3 Wage Schedules

In addition a \$2000 signing bonus for all those employees hired before December 31, 2014 and a \$500 signing bonus for those employees hired after January 1, 2015 will be paid upon ratification.

Cable Telephone Assistant

Step	Months	1-Aug-15	1-Aug-16	1-Aug-17	1-Aug-18
1	Start	19.50	19.84	20.19	20.54
2	6 months	20.00	20.35	20.71	21.07
3	12 months	20.50	20.86	21.22	21.60
4	18 months	21.00	21.37	21.74	22.12
5	24 months	21.50	21.88	22.26	22.65
6	30 months	22.00	22.39	22.78	23.18
7	36 months	22.50	22.89	23.29	23.70

CSR Supervisor

Step	Months	1-Aug-15	1-Aug-16	1-Aug-17	1-Jul-17
1	Start	23.10	23.50	23.92	24.33
2	6 months	23.33	23.74	24.15	24.58
3	12 months	23.56	23.97	24.39	24.82
4	24 months	23.80	24.22	24.64	25.07
5	36 months	24.28	24.70	25.14	25.58
6	48 months	24.76	25.19	25.63	26.08

Customer Service Representative

Step	Months	1-Aug-15	1-Aug-16	1-Aug-17	1-Jul-17
1	Start	18.00	18.32	18.64	18.96
2	6 months	18.50	18.82	19.15	19.49
3	12 months	19.00	19.33	19.67	20.02
4	18 months	19.50	19.84	20.19	20.54
5	24 months	20.00	20.35	20.71	21.07
6	30 months	20.50	20.86	21.22	21.60
7	36 months	21.00	21.37	21.74	22.12
8	42 months	21.50	21.88	22.26	22.65
9	48 months	22.00	22.39	22.78	23.18

The Employer agrees to red circle existing employees. Existing employees will make the greater of their current average hourly wage and the relevant wage in the above scale. The average hourly wage shall be calculated by summing the current hourly wage with the average hourly commission paid over the six months ended June 30th, 2015, or the time employed to June 30th, 2015 if lesser than six months.

A18.4 Incentives and Commissions

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

ARTICLE A19 – TRAINING

A19.1 The Employer shall provide adequate training for all bargaining unit employees. Employees will be selected for training who have acquired the prerequisites to take the training. In the event there are more employees with the prerequisites than the required to be trained, selection will be made by seniority.

A19.2 The Employer agrees to provide cross training on a fair and equitable basis so that employees can qualify for further training.

A19.3 Existing employees shall be given the opportunity to be trained for new methods on equipment provided they have the prerequisites to take the training.

A19.4 The Employer will assist employees who attend training programs at approved institutions off the premises outside their working hours where such training relates to the employee's job. Such assistance would include reimbursement for course-related fees and course material incurred by the employee, upon its successful completion. Requests must be made in advance.

ARTICLE A20 – LAYOFFS

A20.1 An employee who has reverted to a lower salary group and whose salary is higher than the maximum of this group, shall revert to the lower group at the rate closest to his previous salary.

A20.2 An employee who was bumped into a lower rated classification shall retain first recall rights to his previous classification when a vacancy occurs therein.

A20.3 Bumping rights must be exercised within five (5) working days of a layoff notice being received. It is further agreed that there shall be a maximum of three (3) bumps on any given layoff.

A20.4 The Company agrees that it will not consistently schedule overtime in order to affect to extend layoffs.

ARTICLE A21 – NEW DEVICES AND METHODS

A21.1 In the event that the Company introduces or permits to be used, any process, machinery or equipment which substitutes for, supplements or replace any process, machinery or equipment being operated as of the date of this contract by employees within the bargaining unit, such process, machinery or equipment shall be operated by employees in the bargaining unit herein set forth with a reasonable period of training provided. Nothing stated herein shall limit non bargaining unit employees from operating such processes, machinery or equipment.

A21.2 Where in the opinion of the Company, employees affected by technological change cannot be retrained in order that they continue in their existing function, or reclassification, the provisions of Article A21.3 shall prevail. Opportunities for retraining shall not be unreasonably denied.

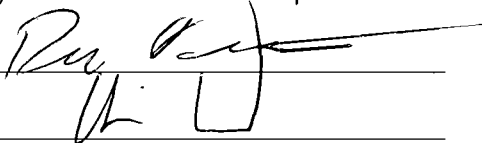
A21.3 Should the introduction, replacement supplementation or modification of such machinery or device result in the layoff of employees, the Company agrees to give the Union and the employee involved as much advance notice as is practicable, but in no case less than one hundred and twenty (120) days notice. If this notice is not given then the employee laid off will be entitled to pay in lieu of said notice plus all other benefits for the same period. This notice or payment in lieu of notice shall be in lieu of any other notice requirements in the Agreement.

A21.4 Where an employee is displaced due to technological change, he/she shall be entitled to exercise Layoff Provisions as per Article A20 until two (2) weeks prior to the date of his/her layoff.

A21.5 The parties agree that Sections 52, 54 and 55 of the Canada Labour Code do not apply during the term of this Collective Agreement to this employer and the Union.

Signed this 16 day of October, 2015.

CityWest Cable North Corporation



Jim Hesser

IBEW Local 213

