

COLLECTIVE AGREEMENT
BETWEEN



CITYWEST TELEPHONE CORPORATION & 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, 2019 – JUNE 30, 2024

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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.

SECTION B – GENERAL

Any employee competent of so doing shall, upon request, drive any automobile, boat, or vehicle which is assigned to him by the Employer. If this duty involves the necessity for such an employee to hold an appropriate class of marine or driver's license, the Employer shall bear the cost of the appropriate license.

All new employees shall serve a six (6) month probationary period. 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.

Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

SECTION C – DEFINITIONS

Employee

The term "employee" as used in this agreement shall mean any person employed by the Employer within this agreement.

Full Time Employee

A full-time employee is defined as an employee who is hired and scheduled to work on a regular basis, at least thirty-seven and one half (37 ½) hours per week.

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 ½) hours per week.

Relief Employee

A relief employee shall be defined as an employee who works in a temporary vacant position to cover for an employee's absence due to illness, injury, vacation, leave of absence, or to cover for short-term (less than six (6) weeks) extra work. There will be no more than three (3) relief employees within the Employer.

Student Employees

A student employee shall mean a student hired between May 1 and the second Friday of September, or in the month of December. A student is defined as a person who intends to continue his education on a full-time basis in September. The Employer shall advise the student, at the time of appointment, of the anticipated date of termination. Notwithstanding Article 09.02, notice of layoff is not required. A student employee shall not retain seniority rights accumulated as a student. No student will work in a classification where a regular employee is on layoff. There will be no more than three (3) student employees within the Employer.

Temporary Employees

The Union recognizes and agrees that the Employer may hire temporary employees which employees are only to be hired 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 09.01, 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 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 labourer, will be 40% of a journeyperson's rate.

Temporary employees cannot be hired or utilized if permanent employees are on layoff or reduced hours of work

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

ARTICLE 01 – SCOPE AND RECOGNITION

- 01.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of CityWest Cable North Corporation and CityWest Telephone Corporation as covered by the Union's certifications of those companies excluding any historically excluded employee and those employees and positions excluded by the Canada Labour Code.
- 01.02 The Employer agrees to employ none but members in good standing of the Union to perform the various classifications of telecommunications work, as described by the certification issued by the Canada Industrial Relations Board and further agrees that any such class of work performed for, or that the instance of the Employer by contractors, subcontractors, or third parties, the same shall be performed only by members in good standing of the Union (who are in possession of a "clearance" from local 213), except as allowed elsewhere in the agreement. The Employer shall discuss contemplated contracting out with the Labour/Management Committee giving their reason for contracting out. Where the Employer demonstrates a need to contract out, the Union will issue a clearance to members of the subcontractor for a one-time clearance fee of \$30.00 per member.
- 01.03
- (a) In the event the Employer can demonstrate the requirement to contract out and where the Employer can demonstrate that no qualified IBEW 213 contractor is available to do the job, the Employer 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) In the event of an emergency where no competent bargaining unit employee or IBEW 213 contractor is available the Employer may use excluded employees (as per Article 13.01 (b)). In the event where no competent bargaining unit employee or IBEW 213 contractor or excluded employee (as per Article 13.01 (b)) is available the Employer may use another contractor until such time competent bargaining unit employees or IBEW 213 contractors are available or if not until the emergency is concluded.
 - (d) The Employer shall be permitted to contract out any work that has historically been contracted out.
- 01.04 No shop steward, committee or employee shall be discriminated against or jeopardized in standing or suffer loss of employment on account of membership or activity in the Union.
- 01.05 The Union reserves the right to discipline its members for violation of its laws, rules or agreement. This reservation of Union rights in no way limits the scope of management rights.
- 01.06 No provision in this agreement shall be used to reduce wages presently in force.
- 01.07 No employee may be disciplined in writing, suspended, or discharged without being offered the presence of a shop steward. An employee has the right to have a shop steward present at any discussion with supervisory personnel which shall result in disciplinary action, provided that this does not cause undue delay in performing the tasks at hand. If discipline is noted in the employee's file, the employee and the Union shall be so advised by the Employer.
- 01.08
- (a) This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer lease assignment, receivership or bankruptcy proceedings, or another limited Employer is set up to perform any of the functions previously performed by the Employer covered herein, that portion of the operation which is covered by this Agreement shall continue to be subject to the terms and conditions of this agreement for the life hereof.
 - (b) It is understood by this section that the parties hereto shall not lease any device to a 3rd party to evade this contract.
 - (c) If at any time the Employer intends to sell, transfer or lease the entire operation or any part thereof, they shall give notice of the existence of this agreement to any purchaser, transferee,

leasee, or assignee of that part of the operation which is covered by this agreement. Such notice shall be in writing with a copy to the Union, not later than the effective date of sale. Upon such notice the Union shall be bound by the same confidentiality provisions as the Employer contemplated in the terms of sale, transfer, or lease, as they may be. For greater certainty, the Union shall not disclose the fact of the sale, transfer or lease or any of its terms, to its members or the public, unless the Employer could make the same disclosure.

- (d) The Employer agrees that in the event of a change of name being made for the Employer's Company, the Employer will notify the Union in writing, specifying the new Employer name. At the request of the Union, the Employer will join in filing an application to the Canada Industrial Relations Board asking that the certification held by the Union be amended to reflect the new name of the Employer.

ARTICLE 02 – MANAGEMENT RIGHTS

02.01

- (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.

02.02 Persons Authorized to Represent the Parties

(a) Union List

The Union agrees to provide to the Employer a written list of names, of the persons who are authorized by the Union to deal with the Employer in relation to the Union's representation of the members of the bargaining unit, and to provide written advice of changes as they are made.

(b) Employer List

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

02.03 Valid Driver's License Requirements/ Verification

(a) For those employees who are required to drive in the performance of their job functions, it shall be a condition of employment that they have a valid driver's license. Employees shall provide evidence of valid drivers' license upon request of the Employer and shall notify the Employer of any suspensions or losses of their driving privileges.

(b) In the event that an employee's driver's license is suspended, for a period of one hundred and twenty (120) days or less, a reasonable effort shall be made to reassign the employee to work which does not necessitate the operation of a motor vehicle. Where such reassignment is impractical, the Employer may suspend the employee without pay or benefits.

(c) Suspension of an employee's driver's license for more than one hundred and twenty (120) days may, at the discretion of the Employer, result in termination of employment.

(d) New hires shall, at the request of the Employer, execute all the necessary documents to enable the Employer to obtain a driver's license abstract from the Superintendent of Motor Vehicles. The Employer shall use these abstracts for the sole purpose of establishing that employees has a valid driver's license. Employees driving without a valid driver's license, may, at the discretion of the Employer have their employment terminated.

02.04 Absence without Leave

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

(a) The employee is absent from work for more than three (3) working days without having been granted leave by the Employer, or

(b) The employee is more than three (3) working days late in returning from an approved leave of absence without notifying the Employer, and the Employer and the Union have been unsuccessful in a reasonable attempt to contact the employee.

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

ARTICLE 03 – UNION DUES AND PROTECTION OF RIGHTS

- 03.01 All bargaining unit employees who, on the signing of this Agreement, are members of the Union, must remain members in good standing 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 fourteen (14) 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.
- 03.02 **Check Off Union Dues**
The Employer agrees that it will make payroll deductions for Union dues, 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.
- 03.03 **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.
- 03.04 **Remittance to Union**
All Union dues deducted from employees shall be remitted to the Union within thirty (30) days after the date of the deduction.
- 03.05 **Legal Picket Line**
It will not be considered a violation of this agreement, or a cause for discipline, if an employee refuses to cross a legal picket line. However, the Employer 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 other suitable work is available.
- 03.06 A Union representative will ask the Employer for approval prior to visiting an Employer location. Such approval will not be unreasonably withheld.

ARTICLE 04 – UNION REPRESENTATION / STEWARDS

- 04.01 The Union shall have the right to appoint Shop Stewards as are required to provide employees with adequate Union representation. The Union shall notify the Employer in writing the names of the Shop Stewards.
- 04.02 Shop Stewards 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.
- 04.03 Upon request by the Business Manager of the Union or his/her 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.
- 04.04 Upon request by the Union, leave without pay shall be granted to either the Shop Steward or his/her 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.
- 04.05 The Employer agrees to grant a Shop Steward and up to three (3) additional employees appointed by the Union, unpaid leave of absence for the purpose of negotiating renewal of this Collective Agreement. No more than one employee per classification shall be appointed.
- 04.06 A labour/management committee shall be established consisting of not more than three (3) representatives of the employer 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.
- 04.07 The Employer shall provide a copy of all job postings to the Union and Shop Steward(s) at the time they are posted.
- 04.08 The Employer will notify the Union in writing of all new and/or revised policies affecting the terms and conditions of employment of employees.

ARTICLE 05 – GRIEVANCE PROCEDURE AND DISCIPLINARY PROCESS

05.01 Definition of Grievance

A grievance shall be defined as any dispute or controversy between the Employer and the Union, between the Employer 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.

05.02 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 Employer within fifteen (15) days after the occurrence of the alleged grievance. The Employer 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.

05.03 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.

05.04 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.

06.05 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 Two of the grievance procedure.

05.06 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 Two of the grievance procedure within five (5) days.

05.07 Arbitration

Any questions of interpretation, or any dispute arising out of the Agreement which cannot be settled by the Union and Employer, 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.

05.08 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 Two of the grievance procedure within 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 06 – SAFETY

06.01

- (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 telecommunications system 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 Employer 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 6.01 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 6.01 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.
- (g) The Employer shall provide each employee with training to safely perform all duties assigned.
- (h) Union safety representatives shall be appointed by the Union. The minutes of the safety committee shall be posted on the bulletin boards at each office.

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

- (a) Hard Hats
One (1) per employee
- (b) Safety Glasses
One (1) pair per employee
- (c) Rain Clothing
One (1) suit per employee
- (d) Gloves
Will be provided by the Employer and replaced free of charge.
- (e) Coveralls (high visibility)
All new hires who require coveralls will be supplied a pair of both standard and Insulated at the time of hire. Employees who required coveralls are entitled to replace one (1) pair of coveralls every two (2) years. Each employee will be given a choice of either a standard coverall or an insulated winter style of coverall.
- (f) Safety Boots
Where employees are required to wear appropriate CSA approved footwear the Employer will provide the employee with one pair, up to \$300. New hires who have purchased CSA approved footwear, can submit their receipt for payment after their probationary period. Employees are entitled replacement CSA approved footwear annually after the employee's anniversary date. In addition, those employees engaged in line construction, will be provided

a pair of lineman boots as required. The Employer agrees to pay for resoling of lineman boots as required and will replace worn out boots.

(g) Work Pants
The Employer will provide to Outside Field Technicians one hundred-dollar (\$100) allowance annually for the purchase of work pants.

(h) Work Shirts
The Employer will provide five (5) work shirts annually to Outside Field Technicians.

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

(a) Bulkhead screens (van type units only)

(b) Fire Extinguisher

(c) First Aid Kit - B.C. #3

(d) Road safety devices, including warning cones and amber beacons (amber beacons subject to regulatory approval)

(e) Chock block (aerial lift units only)

(f) Manhole lifters as required

(g) Work light

06.04 The Employer further agrees that one (1) each of the following items will be available in each system:

(a) Confined spaces protective cage

(b) Environment safety detector for confined spaces

(c) Confined spaces ventilator

(d) One pair of snowshoes.

06.05

(a) The Employer will provide those Employees requiring a fall arresting belt and safety lanyard, in accordance with the requirements of the applicable legislation.

(b) Each employee is responsible for the care and maintenance of the equipment listed in Article 06.03, 06.04 and 06.05 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 cost of this equipment from the Employee's pay cheque up to a maximum value of five-thousand dollars (\$5,000). A mutually agreeable payment plan will be offered.

- 06.06 The Employer agrees that aerial ladder vehicles will be inspected as required by applicable legislation.
- 06.07 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.
- 06.08 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.
- 06.09 The Employer shall provide employees with the required specialized telecommunications 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 cost of this equipment from the Employee's pay cheque up to a maximum value of five- thousand dollars (\$5,000). A mutually agreeable payment plan will be offered.
- 06.10
- (a) Employees shall be provided the basic tools of the trade as required.
 - (b) All tools provided by the Employer remain the property of the Employer. Employees are responsible for the care and use of all tools and test equipment.

ARTICLE 07 – HOURS OF WORK

07.01 Regular Work Week

- (a) Full-time Employees
The regular work week shall be any four (4) or five (5) consecutive days, Sunday through Saturday, for a total regular work week of forty (40) or thirty-seven and one-half (37 ½) working hours, subject to the applicable premiums where provided for in this agreement. The Employer shall not change existing hours for an employee unless mutually agreed.

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

- (b) Part-Time Employee
- (i) Part-Time employees shall be scheduled to work a minimum of twenty-five (25) hours per week to a maximum of thirty-seven and one-half (37 ½) working hours.
 - (ii) Part-Time employees shall be offered additional hours in priority to Relief employees whenever reasonably possible.
 - (iii) Vacation, Sick Days, Personal Days Off and STD will be prorated on a quarterly basis.

07.02 Regular Work Day

- (a) Monday through Saturday
The regular work days which fall on Monday through Saturday shall consist of eight and one-half (8 ½) consecutive hours of scheduled time, made up of eight (8) hours of paid work time and one-half (½) hour of unpaid time for lunch, or eight (8) consecutive hours of scheduled time, made up of seven and one-half (7 ½) hours of paid work time and one-half (½) hour of unpaid time for lunch.
- (b) Scheduling
The regular work day shall be scheduled between 07:00 and 20:00 hours.
- (i) Employees will report and finish their day at the Employer's normal place of business located in the community they work.
 - (ii) The Employer will make best efforts to post schedules ten (10) days in advance and at a minimum five (5) work days in advance of the date on which they become effective.
 - (iii) In the event that the schedule is not adhered to for reasons that are within the control of the Employer, then the employee shall be paid overtime for the first eight (8) hours worked.

- (c) **Sunday Premium**
A premium of ten per cent (10%) of the hourly rate (straight-time) pay will be paid for all hours worked on a Sunday. All shift premiums are paid only on straight-time earnings for the shift hours. If overtime is worked beyond the hours of the shift, then the overtime payment replaces any shift premium.

- (d) **Four-Day Ten-Hour Schedule**
If the Employer chooses and is able to find sufficient volunteers among the employees to work the four-day ten-hour schedule, the Employer can implement the ten-hour schedule.

The four-day ten-hours schedule consists of ten and one-half (10 ½) consecutive hours scheduled time, made up to ten (10) hours of paid work time and one-half (1/2) hour unpaid time for a lunch break. The four ten-hour schedules on Sunday are subject to the Sunday premium. The hours Monday through Saturday will be scheduled from 07:00 to 20:00 hours.

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

Employees working the four ten schedule will be paid 10 hours for all statutory holidays for a total of 40 working hours per week.

Voluntary four-day ten-hour schedules are not eligible for afternoon premiums.

07.03 Shift Work

- (a) **Definition**
Shift work is defined as a scheduled work period within a regular work week which falls outside the regular work day as set out in 07.02 above.

All current Employees as of the date of ratification have a regular working week Monday through Saturday and do not have to do shift work except by mutual agreement.

- (b) **Shift A – Afternoon Shift**

- (i) **Shift Hours**
The afternoon shift consists of eight and one-half (8 ½) consecutive hours of scheduled time, made up of eight (8) hours of paid work time and one-half (½) hour of unpaid time for lunch. This shift shall be scheduled between 12:00 hours and 23:30 hours.

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

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

(c) Shift B – Night Shift

(i) Shift Hours

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

(ii) Premium

A premium of fifteen per cent (15%) of the hourly rate (straight-time) pay will be paid for all hours worked.

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

(d) Shift Posting

(i) Employees will report and finish their day at the Employer's normal place of business located in the community they work.

(ii) All qualified employees shall participate

(iii) Rotation in two (2) week periods for all shifts

(iv) Consideration will be given to employees interested in static (nonrotating) shifts provided there is agreement between the Employer and the employee(s).

(v) Entitlement of employees to exchange shifts, subject to approval by the affected manager and no additional cost to the Employer.

(vi) The Employer will make best efforts to post shift schedules ten (10) days in advance and at a minimum five (5) work days in advance of the date on which they become effective.

(vii) In the event that the shift schedule is not adhered to for reasons that are within the control of the Employer, then the employee shall be paid overtime for the first eight (8) hours worked.

- (viii) No employee shall be assigned to a shift for a period of less than ten (10) work day's duration except where rearrangements of shifts are necessary in order to distribute holidays or annual vacations equitably, or when it is necessary to cover temporary absence of an employee due to sickness or accident disability, or to meet emergent business requirements.

07.04 Standby

- (a) Participation and Assignment

When the decision is made to schedule standby duties, such standby duties shall be assigned by the Employer on a rotation basis in blocks of seven (7) days. Where possible, preference will be given to those employees who have indicated willingness to standby.

Employees who are scheduled to standby shall be paid two (2) hours pay at straight- time rates for each twenty-four (24) hours of standby.

- (b) Standby Callout

- (i) When an employee on standby is called out beyond the hours of his regular work day, the additional work time will be paid at overtime rates with a minimum of two hours per callout.

- (ii) When called out during standby hours, overtime begins when the employee leaves his/her home to attend to the call.

- (iii) Overtime stops when the employee returns to his/her home.

- (c) Phone

The Employer shall supply a phone to employees on standby.

- (d) Availability During Standby

Any employee on standby must remain within twenty (20) minutes of driving distance of the Employer's licensed area during the scheduled standby period.

- (e) Loss of Standby Pay

In the event that an employee fails to respond to a call and email during an assigned standby period, the employee then forfeits his standby pay for that calendar day.

07.05 Overtime

- (a) Definition

Any time worked in excess of the scheduled hours in a day or in the regular work week shall be considered overtime. Time worked on any holiday or call-out shall also be considered as overtime.

(b) Payment of Overtime

- (i) All overtime shall be paid at the overtime premium of double the standard rate of pay.
- (ii) All overtime shall be calculated to the nearest one-quarter (1/4) hour.
- (iii) Premiums paid for shift work shall not be included in the calculation of overtime pay.

(c) Overtime Meals

When an employee is required to continuously work more than two (2) hours beyond their regular work day or shift as scheduled, the Employer will make available to the employee a meal allowance, plus shall be compensated for one-half (1/2) hour overtime meal break when he works in excess of two (2) hours beyond the regular work day, and at every four (4) hour interval thereafter.

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

Failure to submit a per diem form within ten (10) days absolves the Employer of any payment.

(c) Overtime Rest Period

An employee who has worked emergency overtime shall return to work after eight (8) hours rest. If the eight (8) hour rest period runs into the employees next shift, he/she shall be paid straight time rates from the start of the shift but shall not commence work until the eight (8) hour rest period is complete.

(d) Overtime Options

Employees shall have the option of being compensated for overtime in cash or time off, provided that:

- (i) An employee shall indicate on their timesheet of their choice of such time off in lieu of payment of overtime worked.
- (ii) An employee shall not accumulate more than ten (10) banked days per annum, banked overtime shall be used within one year of the time it is banked.
- (iii) Cash payments may be requested from time to time in lieu of time off.

07.06 Call-Out Pay

If an employee who is not on standby, is called to work outside his/her regular working hours the employee will be paid a minimum of two (2) hours at the overtime rate of pay.

07.07 Rest Breaks

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

ARTICLE 08 – STATUTORY HOLIDAYS

18.01 All time worked on holidays by other than shift persons shall be considered as overtime and shall be paid at the overtime rate.

18.02 The following are Statutory Holidays:

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

The afternoons of Christmas Eve and New Year's Eve only when those days fall on an employee's regular day of work and Civic declared holidays and those proclaimed by the Federal or Provincial Government shall be paid for at the regular rate of pay when falling on a regular work day. When one of the above holidays referred to falls on a Saturday or Sunday which is a non-working day for employees, he/she shall be granted either the working day preceding or following the holiday, unless demands of service require otherwise. Under such circumstances the employee shall be granted a holiday at some other time mutually agreeable to the Employer and the employee.

When a holiday is observed on a normal working day within an employee's annual vacation, he/she shall be granted one (1) additional day's vacation provided his/her supervisor's consent is obtained prior to the taking of the vacation and that the Employer's operations will not be adversely affected. This does not apply in cases where vacation pay is received by an employee leaving the Employer.

ARTICLE 09 – SENIORITY, LAYOFF AND RECALL

09.01 Seniority

- (a) Seniority, when referred to in this Agreement, shall mean the length of unbroken employment in positions within the scope of this Agreement. Absence due to vacations, sickness, approved leave of absence, and jury duty shall be considered as time worked and seniority shall accumulate.
- (b) Probationary employees shall not accumulate seniority until after their probationary period, at which time their date of employment will become the seniority date.

- (c) The Employer will provide the Union with an up-to-date seniority list annually.

09.02 Lay-off and Recall

- (a) When there is a reduction in the workforce the Employer will first terminate the services of the Union's members outside contractors provided to the Employer through outside contractors in the community of the layoff.
- (b) Employees who are to be laid off will be given notice in writing as specified below:
 - (i). Where an employee has less than one (1) year service, one (1) week's notice;
 - (ii) Where an employee has one (1) year and up to three (3) years' service, two (2) weeks' notice, and for each subsequent year of service, one (1) weeks' notice, up to a maximum of eight (8) weeks' notice.

If an employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

- (iii) By mutual Agreement between the employee and the Department Head, the employee may continue to work on a day-to-day basis after the day of lay-off stated in his/her notice. No further lay-off notice shall be required in such cases. The Union shall be advised of any such extension. The Record of Employment shall indicate the actual last day of work.
- (b) Employees shall be laid off in reverse order of seniority, in their classification and within their community.
- (c) Laid-off employees shall maintain seniority for twelve (12) months.
- (d) It is the responsibility at all times of the employee to keep the Employer informed of his/her current home address and telephone number.
- (e) When staff is being increased, all employees with seniority shall be recalled in order of seniority prior to any new employees being hired. If the vacancy is in a community other than the community from which he/she 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. Recalled employees will be allowed a minimum of one (1) week to return to work.
- (f) It is understood that another employee cannot bump an apprentice. However, an employee who previously worked in another classification may exercise his/her seniority in that classification.
- (g) In the event of a layoff, relief employees will not be utilized to replace a laid- off employee.

09.03 Bumping Procedures

- (a) An employee being laid off or displaced through the bumping process, may exercise their right to bump into another position provided that they have the required seniority, skills and qualifications to perform the job. If the position is in another system, the laid off employee shall have the option of bumping the junior employee in another system or taking the layoff. Should a laid off employee accept a position in another community through the bumping process, the costs of relocation are the sole responsibility of the employee.
- (b) An employee wishing to exercise his/her bumping rights shall, within five (5) working shifts of his/her receiving written notification of his layoff, submit in writing to their Manager, notice of his/her intent to exercise the bumping procedures and shall indicate the position being bumped into. The Employer shall provide any information regarding seniority of employees and required qualification for positions which the laid off employee may require. The Manager shall advise the employee, in writing, within two (2) working days, of acceptance or rejection of the bump.
- (c) An employee shall be limited to two (2) opportunities to displace a junior employee and shall be given a one (1) month trial period in the new position. At any time in the trial period (for the first or second bump), the employee may choose severance or to revert to layoff with no recourse to further bumping. At any time during the first trial period, the employee may elect to do a second bump, severance or layoff with no recourse to further bumping. Should the Employer determine that the employee is unsuitable during the first trial, the employee may elect to do a second bump, severance or layoff with no recourse to further bumping.
- (d) The Employer shall decide the appropriate start date in the position being bumped into. If the employee is placed in the new position before expiry of the notice of layoff period, the wage rate applicable to the notice period shall be paid, if higher.
- (e) When an employee bumps into a position and upon successful completion of the trial period, this position is now considered the employee's bid position.
- (f) An employee with two (2) or more years of seniority bumping into a position with a lower rate of pay, shall retain their rate of pay for 20 working days. After which they shall receive a rate of pay for the new position. In all other situations, the employee shall receive the top rate of pay for the new position.

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

- (a) Voluntarily terminates his/her employment with the Employer.
- (b) Is discharged and is not reinstated through the grievance procedure or through arbitration.
- (c) Accepts gainful employment while on leave of absence or sick leave without first obtaining in writing the consent of the Employer.

- (d) Is laid off and refuses recall to the system from which he/she was laid off.
- (e) Is laid off for a period greater than twelve (12) months.
- (f) Requests and receives severance.

ARTICLE 10 – JOB VACANCIES

10.01 Where a vacancy occurs or a new position is created in the bargaining unit, the Employer shall post notice of the position for a minimum of one week in order that all members will have knowledge of the position and be able to make written application therefore. Such notice will contain the nature of the position, qualifications, required skills and wage rate. In making selections for the posted positions, employees from within the bargaining unit shall be given first consideration, and the posted job will be awarded to the senior applicant with the skills and qualifications to perform the work. If the senior applicant is from another community the costs of relocation shall be the sole responsibility of the employee.

Evaluations will be conducted by management, with input from a supervisor. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job position, he/she will be returned to his/her former position, and wage or salary rate, and without loss of seniority. Outside applicants will only be considered where there are no internal applicants capable of performing the work after a basic two (2) month trial period.

10.02 The Employer will notify the Union in writing of all promotions, transfers, demotions, hiring's, layoffs, and terminations of employment.

10.03 Temporary Vacancies in Excess of Six Weeks

A temporary vacancy expected to be six (6) weeks or longer or a position that has been vacant for six (6) weeks shall be posted. However, competent employees may be moved or transferred to fill the vacancy in accordance with ability and seniority and the resulting vacancy posted. Before moving or transferring an employee to a temporary vacancy, The Employer shall post a notice advising all bargaining unit employees of the temporary vacancy so that interested employees can have their ability and seniority considered. Employees will only be awarded a posting to relieve one vacancy at any one time.

10.04 An employee who receives a promotion shall be placed at the first increment step in the new position sufficient to produce an increase in the employee's rate of pay. Upon successful completion of the trial period, the employee will move to the next increment period. Movement into an Apprentice position shall not be considered a promotion.

The Employer may, in its discretion, place the employee at a higher increment step within the classification.

ARTICLE 11 – JOB SHARING

11.01

- (a) Job-sharing is an alternate work arrangement whereby the duties and responsibilities of a full-time position may be restructured, in a manner that would accommodate the employment of two (2) employees to fill a full-time position.
- (b) A job-sharing arrangement refers to a specific written Agreement setting out the names of participants, the position to be shared and how the duties will be divided.
- (c) No job-sharing Agreement shall be entered into by any employee or party, which conflicts with the terms of the Collective Agreement.
- (d) Employees qualified to enter a job share arrangement shall be from the Union. The portion of the existing position proposed to be shared, will be posted by the Employer.
- (e) Employees wishing to establish a job-sharing arrangement must submit a written proposal to management with a copy to the Union outlining the reasons for the arrangement, its feasibility and operating details necessary to implement it such as commencement date, days and hours to be worked, absence and vacation coverage and sharing of responsibilities.
- (f) Share positions shall, in all respects with the exception that they are held by two individuals, be treated as though they were a single position with regard to scheduling and job descriptions.
- (g) Upon expiry of the job share arrangement, the shared position will revert to fulltime with the incumbent who was in the position before the job share arrangement started, having ownership to the position. The other employee shall revert to their former or equivalent position, if available.
- (h) Any job share arrangement shall be subject to approval by Management.
- (i) A work schedule will be set out in advance showing days, hours or tours to be worked and not worked by the job-sharing partners.
- (j) Job descriptions for the job-sharing partners will be identical unless otherwise approved.
- (k) The Employer agrees not to increase production levels expected of job sharers for the sole reason that the position is shared.
- (l) An employee entering into a job share position shall have benefits as provided under the Collective Agreement with Employers portion not exceeding the cost of one employee. The job share employees can pay extra to cover the cost of full benefits.
- (m) Previously accumulated leave credit (i.e. sick pay) will not be affected.

- (n) Job share employees will be entitled to statutory holiday pay in accordance with the Canada Labour Code.
- (o) A job partner shall not be required, unless by mutual Agreement with management, to provide relief on more than three (3) consecutive days for which they were not scheduled to work or more than six (6) days in one month for which they are not scheduled to work.
- (p) Job sharers will have the same access to training required to perform their regular duties as other full-time employees under the Collective Agreement.
- (q) In addition to other provisions set out in this Agreement respecting performance, job sharing employees may request a separate review of both shared and individual performances.
- (r) A job share arrangement may be terminated upon three (3) months' notice for any of the following reasons:
 - (i) The employment of a job-sharing partner terminates.
 - (ii) The Employer serves notification withdrawing its approval of the job share arrangement to the employees with a copy to the Union.
 - (iii) The original employee in conjunction with the Union may end the job-sharing arrangement by giving three (3) months written notice. Both employees shall revert to their former or equivalent positions if available. If the position is not available, the standard layoff procedures will apply.
- (s) An employee who no longer wishes to continue their job-sharing arrangement must successfully apply on a job posting to exit from the job share arrangement.
- (t) An employee who is successful on a job posting may cancel the arrangement in writing. The Employer and the employee will arrange and participate in the job transition within a mutually acceptable and reasonable time.

ARTICLE 12 – RELIEF EMPLOYEES

- 12.01 A relief employee shall be defined as an employee who works in a temporarily vacant position to cover for a regular employee's absence due to illness, injury, vacation, leave of absence or to cover for short-term (less than six (6) weeks) extra work.
- 12.02 A relief employee may be unavailable for work for up to 42 days per calendar year (6 weeks). A relief employee shall apply to his/her Manager for such leave and approval shall not be unreasonably withheld. This leave shall be applied for and approved in writing.
- 12.03 A relief employee who refuses three (3) consecutive calls and has not otherwise been granted a leave of absence shall be terminated from the relief list.
- 12.04 A relief employee may be granted a general leave of absence from the relief list for good and sufficient cause. Good and sufficient cause shall be determined by the Employer.
- 12.05 The Employer agrees to utilize relief employees on an equitable basis whenever possible.
- 12.06 Relief employees shall accumulate seniority based on hours actually worked. Seniority shall be applied to determine placement of relief employees within the increment structure for their classification.
- 12.07 The Employer will give first preference to Relief Employees applying for vacancies or new positions not successfully filled under Article 10.00, provided such Relief Employees are qualified to perform the work.
- If more than one Relief Employee is deemed qualified and has passed their probationary period, then the candidate with the most seniority (as determined by Article 09.01) shall be offered the position-. In the event a Relief Employee is deemed unqualified, the Employer will provide written reasons to the Union for its decision.
- 12.08 An employee who is on the regular seniority list and who subsequently becomes a relief employee shall maintain his/her regular seniority date for one year.
- 12.09 Relief employees shall receive vacation pay of six per cent (6%) on each pay cheque.
- 12.10 Relief employees who work on a Statutory Holiday shall receive double time for all hours actually worked.
- 12.11 Relief employees who are paid fifteen (15) days during the thirty (30) days immediately preceding a statutory holiday shall receive statutory holiday pay for the day in question in accordance with Section 201 of the Canada Labour Code. Relief employees who have received wages on less than fifteen (15) days in the thirty (30) days preceding the holiday shall be entitled to one-twentieth (1/20th) of their wages earned in the thirty (30) days preceding the holiday.
- 12.12 Relief employees shall receive a minimum of two (2) consecutive hours pay once they have reported for a scheduled shift.

ARTICLE 13 – NON-BARGAINING UNIT EMPLOYEES PERFORMING BARGAINING UNIT WORK

13.01 The Union agrees to managers carrying out bargaining unit work under the following circumstances:

- (a) instruction and training
- (b) emergency situations
- (c) temporary work overload
- (d) testing for quality control and audit
- (e) temporary assist in construction

Such work above (a-e) will not impede the natural growth or erode the bargaining unit.

ARTICLE 14 – JOB DESCRIPTIONS

The following job descriptions are intended to provide an overview of each of the jobs listed below. Nothing in these job descriptions is intended to create or in any way modify scope or jurisdiction of the Union's certification or work already described in Article 01.00, or to derogate from any management right, contained in this agreement or otherwise.

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.

Customer Service Supervisor

The purpose of this role is to supervise and provide support to CSR group. This role assists the Vice President of Customer Service 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 CityWest products, services and processes in order to support the CSR group and respond to complex or difficult customer inquiries to the customer's satisfaction.

Business Support Administrator

The Business Support Administrator is responsible for carrying out the billing, reporting processes and provide analysis regarding system use and process improvements for CityWest services. In addition, this position provides interdepartmental support for user access, setup and maintenance in the billing database, and additional duties based on business needs.

Training & Development Support

The Training & Development Support has an in-depth knowledge of all CityWest products, services and processes for the preparation and delivery of training to the Customer Service employees and 3rd party call centre partners. In addition, this position provides interdepartmental support and training, in the billing database as well as other databases and additional duties based on business needs.

Dispatch

The Dispatch position assists the Chief Technician Forman with the day to day operations with scheduling and disrupting of work to the Technicians. In addition, this position maintains and monitors the Work Force Scheduler, provides interdepartmental support to the CSR group, as well providing reports to Management, and additional duties based on business needs.

Purchasing and Inventory

Inventory and Purchasing is responsible for the purchasing, maintaining a computerized inventory of all equipment and supplies. This position ensures that the purchasing policy is adhered to, prepare and distribute pertinent information to the employees and Employer and additional duties based on business needs.

Finance Clerk

This is a 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. The Finance Clerk is responsible for providing oversight and support to the cashier function, ongoing assistance to the Credit & Collection functions and additional duties based on business needs.

Credit Clerk

This is a customer service-oriented position with extensive contact with the public. The Credit & Collections Clerk is responsible for providing a wide range of credit and collections functions in a fast-paced work environment and additional duties based on business needs.

Payroll & Accounts Payable Clerk

The Payroll & Accounts Payable Clerk is responsible to support the Finance Department by providing immediate support to payroll and benefits administration. This position ensures the accurate and timely process of payroll, keeps employee information that is relevant to payroll purposes up to date. This position also receives and processes accounts payables in an accurate and timely manner and additional duties based on business needs.

Business Services Representative

The Business Services Representative is a sales and customer service-oriented position with extensive contact with the Business Customers in person, by email and telephone. This position will work closely with all departments on Business installs and all Business inquiries. This position requires an individual with good customer service skills, organizational ability, initiative when dealing with the demands of this position and additional duties based on business needs.

Foreman

Responsibilities include the following:

- To ensure the efficient and effective deployment of the tech workforce
- To create and monitor standard practices and good workmanship within the tech workforce
- To ensure that the employees are informed of and adhere to the applicable technical standards
- Coordinates inventory and maintenance records of equipment and parts.
- Support management goals and objectives
- Shall be required to work with tools
- Perform other related duties as assigned

Supervisor

Responsibilities include the following:

- To assist Foreman to ensure the efficient and effective deployment of the tech workforce
- To assist Foreman to monitor that objectively reasonable standards of workmanship and performance are maintained by the tech workforce
- To assist Foreman to ensure that the employees are informed of and adhere to the applicable technical standard
- Required to work with tools
- Perform other related duties as assigned
- Minimum two (2) person supervising

Technician**Apprentice Technician**

A worker who does any and all work applicable to the journeyman progression and is serving an apprenticeship to become a Journeymen Technician.

Journeymen Technician

A worker who has completed their apprenticeship and has been certified by the joint training committee. Journeymen will be offered updated training through the joint training committee as new methods and technologies emerge to ensure all Journeymen become qualified.

Video Network Engineer

Responsibilities include the following:

- Operation and maintenance of video processing equipment
- Operation and maintenance of video equipment necessary to deliver CityWest video products to CityWest customers
- Operation and maintenance of RF combining
- Provide equipment recommendations for projects, new products, and existing operations
- Provide support for video products to CityWest employees and customers
- Perform other related duties as assigned

Network Engineer

Responsibilities include the following:

- Operation and maintenance of network equipment and servers required to deliver internet services to CityWest customers
- Operation, maintenance, and construction of core IP network including peering and transit feeds
- Operation, maintenance, and construction of Transport network
- Provide equipment recommendations for projects, new products, and existing operations
- Provide support for internet products to CityWest employees and customers
- Provide support for dedicated circuits and transit customers
- Perform other related duties as assigned

Telephone Assistant

The Telephone Assistant is support-oriented position which requires a strong familiarity with computers, software and process. This role assists the Telephony Department with the day to day operations within the department and liaises with other departments as it pertains to telephony needs. The role has an in-depth knowledge of telephone products, services and processes in order to perform its function. This position will also assist the CSR department when needed, and any additional duties based on business needs

Central Office Technician

Responsibilities include the following:

- Operation and maintenance of CityWest DC power including generators, and batteries for CityWest central offices and remote points of presence
- Operation, maintenance, and construction of core IP network including peering and transit feeds
- Operation, maintenance, and construction of Transport network
- Operation, maintenance, and construction of dedicated circuits
- Operation and maintenance of DMS phone switch
- Design and plan power and air conditioning requirements for new points of presence
- Provide equipment recommendations for projects, new products, and existing operations
- Provide support for dedicated circuits and transit customers
- Perform other related duties as assigned

Business Services Technician

Responsibilities include the following:

- Provisioning, maintenance, and support to hosted phone systems
- Installation, maintenance, and support to custom solutions for business customers
- Provide equipment recommendations for projects, new products, and existing operations
- Make product recommendations to business customers
- Manage projects for custom business installs
- Work closely with contractors for business installs
- Perform other related duties as assigned

ARTICLE 15 – SEVERANCE PAY

- 15.01 The Employer shall provide one (1) week's severance pay for each year of service up to (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.
- 15.02 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.
- 15.03 Early Retirement
The Employer 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. The Employer or the employee shall give notice to the other party, as applicable. The Employer 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 - 6 months of regular salary
- Age 61 - 5 months of regular salary
- Age 62 - 4 months of regular salary
- Age 63 - 3 months of regular salary

The retiring allowance shall be paid as a lump sum, unless otherwise agreed by the employee and Employer.

- 15.04 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 16 – VACATIONS

16.01 Annual Vacation Entitlement

- (a) With the exception of all employees hired under the Telephone Agreement at the date of ratification of this agreement, employees shall become entitled to vacation time with pay at their regular straight time rate or the applicable per centage of weekly gross earnings (whichever is the greater) as specified in the following schedule, after they have completed the full year of service with the Employer, which are set out in the left hand column.

Years of Service	Vacation Time	Per centage
1 year	3 weeks	6.00%
6 years	3 weeks & 1 day	6.40%
7 years	3 weeks & 2 days	6.80%
8 years	3 weeks & 3 days	7.20%
9 years	3 weeks & 4 days	7.60%
10 years	4 weeks	8.00%
11 years	4 weeks & 1 day	8.40%
12 years	4 weeks & 2 days	8.80%
13 years	4 weeks & 3 days	9.20%
14 years	4 weeks & 4 days	9.60%
15 years	5 weeks	10.00%
16 years	5 weeks & 1 day	10.40%
17 years	5 weeks & 2 days	10.80%
18 years	5 weeks & 3 days	11.20%
19 years	5 weeks & 4 days	11.60%
20 years	6 weeks	12.00%

The qualifying period and the vacation year shall run from January 1st to December 31st each year. Employees of the Telephone Agreement at the date of ratification of this agreement, shall be entitled to vacation time and pay at their regular straight time rate or the applicable per centage of weekly gross earnings (whichever is the greater) as specified in the following schedule.

Years of Service	Vacation Time	Per centage
1 year	3 weeks	6%
4 Years	4 Weeks	8%
11 Years	5 Weeks	10%
17 Years	6 Weeks	12%
23 Years	7 Weeks	14%

- 16.02 The scheduling of annual vacation time takes priority over all other forms of scheduled time off.

16.03 Vacation Scheduling

- (a) Employees shall exercise their seniority rights for their vacation period(s) applied for by February 15th at 12:00 p.m. of each year, if the 15th lands on a weekend then it will be the first work day prior to the 15th, Spring Break requests must be submitted by January 31st at 12:00 p.m. if the 31st lands on a weekend then it will be the first work day prior to the 31st. All requests must be electronically submitted directly to the employee's manager. Any employee who has not made his/her selection by the dates above cannot use his/her seniority for selection and will be restricted to vacation times approved by the Employer.

The Employer shall post the approved vacation schedule by March 15th. Spring break requests which are approved shall be posted by February 25th. Employees will be granted the period selected according to seniority and provided the remaining employees cover the workload.

- (b) An Employee may not select more than two (2) weeks' vacation in the period between June 15th to September 15th. However, the Employer agrees to accommodate, wherever possible, requests for more than two (2) weeks' vacation during this period.
- (c) For the purpose of vacation during the Christmas / New Year period, employees who did not have vacations during this period will be allowed vacations by seniority prior to those who had this period the previous year.

16.04 An employee shall not be entitled to receive pay in lieu of vacation, unless approved by Management.

16.05 If an employee who has approved vacation scheduled transfers to another group, the employee retains the vacation selection previously approved unless another arrangement is mutually agreed to by the employee and management.

16.06 Notwithstanding the above, a maximum of one (1) weeks annual vacation may be carried forward to the next vacation year by mutual agreement between the Employee and Management.

16.07 Cancellation Notice

- (a) If, as determined by a doctor, and employee has a confining illness or an incapacitating accident while on vacation, that would normally prevent them from carrying out their regular working duties with the Employer, the employee may postpone all or part of the remaining vacation and utilize the applicable provisions of Article 18. The Employer may require the employee to produce a Doctors Certificate.
- (b) Employees will submit a notification of withdrawal or change of vacation with minimum thirty (30) days' notice of the approved vacation date.
- (c) All vacation requests outside the approved vacation schedule shall receive a response within five (5) days.

- 16.08 Annual vacation will continue to be earned while employees are on leave, except while on long-term disability or unpaid personal leave greater than three (3) months.

ARTICLE 17 – HEALTH AND WELFARE BENEFITS

- 17.01 The Employer agrees to maintain the benefits as follows and pay the indicated per centage of the premiums:

Short Term Disability	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 Insurance	100%

Vision Care

The Employer agrees to maintain this coverage at \$350.00 maximum payable every two (2) calendar years.

- 17.02 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.
- 17.03 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 employees who hold a permanent part-time or full-time position, non-probationary employees can become eligible to participate in the insurance benefits.
- 17.04 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.
- 17.05 **Medical Care Leave**
An employee shall be granted the necessary time off for the purpose of an appointment relating to physical health of the employee or dependent, with a licensed professional practitioner, and when practical shall return to work immediately following the visit. The Employee is required to have the necessary form as supplied by the Employer signed by the attendant practitioner in order to qualify. The employee shall give at least one (1) days' notice to the Employer when such a visit is contemplated. Time taken shall be deducted in accordance with Article 18.01.

17.06 Health and Welfare Benefits will stop when:

- (a) An employee resigns
- (b) When an employee is terminated, and or laid off
- (c) At the age of 70 or earlier retirement

17.07 Employee Recognition Program

Upon Completion of the employees' probationary period, all bargaining unit employees will receive a discount for the Employer services as described in the Employer's Employee Recognition Program - Discounted Service Policy.

ARTICLE 18 – SICK DAYS

18.01 The Employer agrees to provide regular full-time and part-time permanent employees as of January 1st of each calendar year with ten (10) Sick Days. Employees hired after January 1st of the current year, the ten (10) sick days will be prorated. The purpose and intent of this Sick Day program is to provide employees with financial assistance during absences due to personal illness, immediate family care or emergencies, and medical appointments as well as to provide employees with financial assistance during the qualifying period for short-term disability. Sick days can be used in hourly increments.

The term "immediate family" includes spouse (including common-law), son, daughter and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

18.02 A regular full-time employee shall be paid at the employee's basic rate of pay for each Sick Day. A regular part-time employee shall be paid for five (5) hours at the employee's basic rate of pay for each Sick Day.

18.03 An employee shall offer proof, satisfactory to the Employer, of his/her illness or injury of three (3) days or more, if requested to do so by the Employer.

18.04 To recognize reliable and consistent attendance, the employee can convert up to five (5) unused sick days into pay or vacation days at the end of the calendar year.

Sick days are based on the regular work day as outlined in Article 07.02.

18.05

- (a) An employee who has accrued sick time under the former Article 7 Sick Pay Plan of the former Telephone Agreement, shall be eligible for payment of ten per cent (10%) of his/her unused accumulated sick leave credits upon their termination or twenty-five per cent (25%) upon their retirement from the Employer.

- (b) In the event that an employee has used all Sick days in a calendar year, they may withdraw from any remaining Sick Leave credits accrued under the former Telephone Agreement Sick Pay program to be used to cover personal illness

ARTICLE 19 – WCB SUPPLEMENT

- 19.01 In the event of an accident qualifying an employee to receive compensation from WorkSafeBC, the Employer agrees to pay the difference between the compensation received and the employee's normal wages. The employee shall be paid normal wages up to a period of six months from the date of the accident, for the period in which the employee is receiving Workers' Compensation, and the employee shall sign over the Workers' Compensation Board cheque to the Employer. The six (6) month period may be extended at the discretion of the Employer.

ARTICLE 20 – PENSION

- 20.01 Municipal Pension Plan
Full-time and Part-time employees hired under City West Telephone Corp. (Telephone) and all new employees covered by this agreement must participate in a pension plan under the terms of the Municipal Pension Plan on the completion of their probationary period. Once the employee begins to contribute to the plan, they must continue to contribute until termination of employment.
- 20.02 Group RRSP (Legacy Cable North Collective Agreements)
 - (a) Full-time and Part-time employees hired under City West Telephone Corp. (North) may choose to participate in a Group RRSP plan on the completion of their probationary period.
 - (b) The 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 Employer retains the right to change service providers.

The Employer will contribute seven per cent (7%) of annual earnings and the employee contribute three per cent (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 enrollment.
 - (c) 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 20.02(b).
 - (d) Restriction on Changes
The option to deduct, or to increase or decrease employee contributions can only be requested once per year.
- 20.03 Employees hired prior to the signing of this contract.
 - (a) Those employees already enrolled in the Municipal Pension Plan will remain enrolled in the plan.

- (b) Those employees participating in the Group RRSP plan will be given a one-time opt in, to the Municipal Pension Plan. The employee will have 90 days to waive their enrollment into the Municipal Pension Plan, if they want to continue contributing to their Group RRSP. Those employees requiring opting out of the Municipal Pension Plan will be required to fill out a Waiver of Pension Coverage form, which will be provided by the payroll department.

ARTICLE 21 – LEAVES OF ABSENCE

21.01 Bereavement Leave

- (a) An employee can take up to three (3) consecutive working days with pay immediately following the death of an immediate family member. The employee can also take up to two (2) consecutive workdays to make arrangements for and to attend the funeral of the employee's immediate family member. Up to two (2) additional days, with pay, shall be granted if the death requires the employee to travel more than 500 km driving distance from their home.
- (b) Definition of Immediate Family

Immediate family is defined as an employee's parents, spouse, children, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and spouse's grandparents and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

21.02 Leave of Absence

- (a) An unpaid leave of absence may be granted to an employee, the granting of this leave of absence is discretionary by the Employer. Such requests shall be made in writing.
- (b) Seniority shall not accrue on leaves of absence of over three (3) months.
- (c) Employees are required to pre-pay for all health and welfare benefit coverage wanted before leaving. Otherwise, coverage shall cease at the end of the last month for which contributions were made.

21.03 Jury Duty

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.

21.04 Maternity and Related Leaves

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

Supplemental Income:

Employees who have a sick bank balance under the legacy Telephone agreement and are 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 an after tax basis.

Parental Leave

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

ARTICLE 22 – IMPACT OF LEGISLATION

- 22.01 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.
- 22.02 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 EXPENSES

- 23.01 An employee permanently transferred at the request of the Employer from one Community 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 24 – TRAVEL ALLOWANCE

- 24.01 Employees sent on training courses or Employer business out of town, shall be paid all travel expenses in accordance with the CityWest Travel Policy, number 23, effective date September 27, 2018.

ARTICLE 25 – TRAINING

25.01 Non-Technical Employees:

- (a) The Employer shall provide adequate training for all non-technical bargaining unit employees. Non-Technical 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 are required to be trained, selection will be made by seniority.
- (b) The Employer agrees to provide cross training on a fair and equitable basis so that non-technical employees can qualify for further training.
- (c) Existing non-technical employees shall be given the opportunity to be trained for new methods on equipment provided they have the prerequisites to take the training.
- (d) The Employer will assist non-technical employees who attend training programs at approved institutions off the premises outside their working hours where such training relates to the non-technical employee's job. Such assistance would include reimbursement for course-related fees and course material incurred by the non-technical employee, upon its successful completion. Requests must be made in advance.

25.02 Technical Employees:

- (a) The Employer 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 technical employees, based on past experience and qualifications and decide where they will be positioned according to the apprenticeship progression system.
- (b) The Joint Training Committee shall establish minimum standards for each step of progression in the apprenticeship progression system and will require each technical employee to demonstrate to the Committee that he/she is capable of achieving these standards or progression will not take place.
- (c) All new technical 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 technical employees must achieve the standards set out by the Committee within the Committee's allotted time frame to retain employment.
- (d) Current technical 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. Technical employees will be held at their current rate of pay for the Committee's allotted time frame for upgrading themselves.

- (e) 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:
- (i) The Employer will contribute twenty cents (\$0.20) for each hour worked by each technical employee into a training fund.
 - (ii) Each technical employee will contribute, by payroll deduction, twenty cents (\$0.20) for each hour worked into a training fund.
 - (iii) 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.
 - (iv) The intent of the training fund outlined in Article 25.02 (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 a technical 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.
- (f) A technical 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 technical employee is based solely on the position he/she is filling.
- (g) 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.
- (h) The joint committee will evaluate any new job classifications and determine if it qualifies under Article 25.02 of this agreement.

ARTICLE 26 – TECHNOLOGICAL CHANGE

- 26.01 Technological change includes the introduction by the Employer of change in the work, undertaking or business, or a change in equipment or material from the equipment or material previously used by the Employer, or change in the manner in which the Employer carries on the work, undertaking or business related to the introduction of such equipment or material.
- 26.02 During the term of this Agreement any dispute arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two (2) parties of this Collective Agreement.
- 26.03 In the event of technological change the Employer will notify the Union 120 days in advance of planned technological changes. The notice referred to shall be in writing to the Union and shall state:
- (a) The nature of the technological change
 - (b) The date on which the Employer proposes to effect the technological change
 - (c) The names of the employees likely to be affected by the proposed change
 - (d) The effect that the technological change is likely to have on the terms and conditions or security of the employees affected
 - (e) The rationale for the change
 - (f) All other pertinent data relating to the anticipated effects on employees.
- 26.04 The Joint Training Advisory Committee will address technological changes through review and training recommendations.

ARTICLE 27 – WAGES SCHEDULE

- 27.01 The Employer and the union are in agreement and satisfied that the wages negotiated in this agreement are fair and equitable. Both parties have taken all reasonable steps to preserve pay equity and avoid wage discrimination consistent with the obligations under the Canadian Human Rights Act.
- 27.02 Nothing in this wage schedule is intended to create or in any way modify scope or jurisdiction of the Union's certification or work already described in Article 01 or in any way derogate from management rights.
- 27.03 Existing outside Telephone Technicians at the top Journeyperson rate in the former CityWest Telephone Corporation collective agreement will be remain at their existing rate until the 100% Technician rate in this agreement has surpassed their rate. They will then move to the new higher rate of pay.
- 27.04 Existing Headend Technician Supervisor in the former CityWest Cable North Corporation collective agreement wages will continue at the Supervisor (108% of the Technician Rate) in this collective agreement.
- 27.05 Employees shall be paid bi-weekly.
- 27.06 Relief in a Higher Rated Position
Where an employee is assigned to perform a substantial portion of the duties of a higher-rated position, the employee shall receive the prescribed rate for the higher-rated position, sufficient to grant an increase in pay for all hours, while being trained. Upon completion of the training for performing the higher-rated position, the employee will receive an increase to the next incremental rate. The Employer may in its discretion place the employee at a higher increment step within the classification.
- 27.07 The Employer may employ combination employees, as the needs of service demand. Such employees working 40% or greater of their shift at the higher rate shall receive the higher rate for the entire shift. No regular employee will have their rate reduced as a result of combination work.
- 27.08 The Employer may, at its discretion, offer employees incentives or commissions for sales activities. The Employer commits to reviewing any incentive or commission program on a regular basis for quality assurance.

Customer Service 1							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 22.12	\$ 22.51	\$ 22.90	\$ 23.30	\$ 23.77	\$ 24.25
2	6 months	\$ 22.65	\$ 23.05	\$ 23.45	\$ 23.86	\$ 24.34	\$ 24.83
3	12 months	\$ 23.18	\$ 23.59	\$ 24.00	\$ 24.42	\$ 24.91	\$ 25.41
4	18 months	\$ 23.59	\$ 24.00	\$ 24.42	\$ 24.85	\$ 25.35	\$ 25.86
5	24 months	\$ 24.11	\$ 24.53	\$ 24.96	\$ 25.40	\$ 25.91	\$ 26.43

Customer Service 2							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 25.19	\$ 25.63	\$ 26.08	\$ 26.54	\$ 27.07	\$ 27.61
2	6 months	\$ 25.72	\$ 26.17	\$ 26.63	\$ 27.10	\$ 27.64	\$ 28.19
3	12 months	\$ 26.26	\$ 26.72	\$ 27.19	\$ 27.67	\$ 28.22	\$ 28.78
4	18 months	\$ 26.81	\$ 27.28	\$ 27.76	\$ 28.25	\$ 28.82	\$ 29.40
5	24 months	\$ 27.33	\$ 27.81	\$ 28.30	\$ 28.80	\$ 29.38	\$ 29.97
6	30 months	\$ 27.87	\$ 28.36	\$ 28.86	\$ 29.37	\$ 29.96	\$ 30.56
7	36 months	\$ 28.41	\$ 28.91	\$ 29.42	\$ 29.93	\$ 30.53	\$ 31.14
8	42 months	\$ 28.93	\$ 29.44	\$ 29.96	\$ 30.48	\$ 31.09	\$ 31.71

Customer Service 3							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 29.86	\$ 30.38	\$ 30.91	\$ 31.45	\$ 32.08	\$ 32.72
2	6 months	\$ 30.50	\$ 31.03	\$ 31.57	\$ 32.12	\$ 32.76	\$ 33.42
3	12 months	\$ 31.14	\$ 31.68	\$ 32.23	\$ 32.79	\$ 33.45	\$ 34.12

Customer Service 4							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 31.77	\$ 32.33	\$ 32.90	\$ 33.48	\$ 34.15	\$ 34.83
2	6 months	\$ 32.41	\$ 32.98	\$ 33.56	\$ 34.15	\$ 34.83	\$ 35.53
3	12 months	\$ 33.06	\$ 33.64	\$ 34.23	\$ 34.83	\$ 35.53	\$ 36.24

Dispatch							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 27.91	\$ 28.40	\$ 28.90	\$ 29.41	\$ 30.00	\$ 30.60
2	6 months	\$ 28.21	\$ 28.70	\$ 29.20	\$ 29.71	\$ 30.30	\$ 30.91
3	12 months	\$ 28.49	\$ 28.99	\$ 29.50	\$ 30.02	\$ 30.62	\$ 31.23
4	18 months	\$ 28.77	\$ 29.27	\$ 29.78	\$ 30.30	\$ 30.91	\$ 31.53
5	24 months	\$ 29.07	\$ 29.58	\$ 30.10	\$ 30.63	\$ 31.24	\$ 31.86
6	30 months	\$ 29.35	\$ 29.86	\$ 30.38	\$ 30.91	\$ 31.53	\$ 32.16
7	36 months	\$ 29.65	\$ 30.17	\$ 30.70	\$ 31.24	\$ 31.86	\$ 32.50

Finance 1							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 24.11	\$ 24.53	\$ 24.96	\$ 25.40	\$ 25.91	\$ 26.43
2	6 months	\$ 25.19	\$ 25.63	\$ 26.08	\$ 26.54	\$ 27.07	\$ 27.61
3	12 months	\$ 25.72	\$ 26.17	\$ 26.63	\$ 27.10	\$ 27.64	\$ 28.19
4	18 months	\$ 26.26	\$ 26.72	\$ 27.19	\$ 27.67	\$ 28.22	\$ 28.78
5	24 months	\$ 26.81	\$ 27.28	\$ 27.76	\$ 28.25	\$ 28.82	\$ 29.40

Finance 2							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 27.91	\$ 28.40	\$ 28.90	\$ 29.41	\$ 30.00	\$ 30.60
2	6 months	\$ 28.21	\$ 28.70	\$ 29.20	\$ 29.71	\$ 30.30	\$ 30.91
3	12 months	\$ 28.49	\$ 28.99	\$ 29.50	\$ 30.02	\$ 30.62	\$ 31.23
4	18 months	\$ 28.77	\$ 29.27	\$ 29.78	\$ 30.30	\$ 30.91	\$ 31.53
5	24 months	\$ 29.07	\$ 29.58	\$ 30.10	\$ 30.63	\$ 31.24	\$ 31.86
6	30 months	\$ 29.35	\$ 29.86	\$ 30.38	\$ 30.91	\$ 31.53	\$ 32.16
7	36 months	\$ 29.65	\$ 30.17	\$ 30.70	\$ 31.24	\$ 31.86	\$ 32.50

Finance 3							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 27.04	\$ 27.51	\$ 27.99	\$ 28.48	\$ 29.05	\$ 29.63
2	6 months	\$ 28.37	\$ 28.87	\$ 29.38	\$ 29.89	\$ 30.49	\$ 31.10
3	12 months	\$ 28.78	\$ 29.28	\$ 29.79	\$ 30.31	\$ 30.92	\$ 31.54
4	18 months	\$ 29.58	\$ 30.10	\$ 30.63	\$ 31.17	\$ 31.79	\$ 32.43
5	24 months	\$ 31.77	\$ 32.33	\$ 32.90	\$ 33.48	\$ 34.15	\$ 34.83

Business Support Administrator							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 27.04	\$ 27.51	\$ 27.99	\$ 28.48	\$ 29.05	\$ 29.63
2	6 months	\$ 28.37	\$ 28.87	\$ 29.38	\$ 29.89	\$ 30.49	\$ 31.10
3	12 months	\$ 28.78	\$ 29.28	\$ 29.79	\$ 30.31	\$ 30.92	\$ 31.54
4	18 months	\$ 29.58	\$ 30.10	\$ 30.63	\$ 31.17	\$ 31.79	\$ 32.43
5	24 months	\$ 31.77	\$ 32.33	\$ 32.90	\$ 33.48	\$ 34.15	\$ 34.83

Training and Development Support							
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			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 27.04	\$ 27.51	\$ 27.99	\$ 28.48	\$ 29.05	\$ 29.63
2	6 months	\$ 28.37	\$ 28.87	\$ 29.38	\$ 29.89	\$ 30.49	\$ 31.10
3	12 months	\$ 28.78	\$ 29.28	\$ 29.79	\$ 30.31	\$ 30.92	\$ 31.54
4	18 months	\$ 29.58	\$ 30.10	\$ 30.63	\$ 31.17	\$ 31.79	\$ 32.43
5	24 months	\$ 31.77	\$ 32.33	\$ 32.90	\$ 33.48	\$ 34.15	\$ 34.83

Business Services Representative 1							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 27.91	\$ 28.40	\$ 28.90	\$ 29.41	\$ 30.00	\$ 30.60
2	6 months	\$ 28.21	\$ 28.70	\$ 29.20	\$ 29.71	\$ 30.30	\$ 30.91
3	12 months	\$ 28.49	\$ 28.99	\$ 29.50	\$ 30.02	\$ 30.62	\$ 31.23
4	18 months	\$ 28.77	\$ 29.27	\$ 29.78	\$ 30.30	\$ 30.91	\$ 31.53
5	24 months	\$ 29.07	\$ 29.58	\$ 30.10	\$ 30.63	\$ 31.24	\$ 31.86
6	30 months	\$ 29.35	\$ 29.86	\$ 30.38	\$ 30.91	\$ 31.53	\$ 32.16
7	36 months	\$ 29.65	\$ 30.17	\$ 30.70	\$ 31.24	\$ 31.86	\$ 32.50

Business Services Representative 2							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 27.04	\$ 27.51	\$ 27.99	\$ 28.48	\$ 29.05	\$ 29.63
2	6 months	\$ 28.37	\$ 28.87	\$ 29.38	\$ 29.89	\$ 30.49	\$ 31.10
3	12 months	\$ 28.78	\$ 29.28	\$ 29.79	\$ 30.31	\$ 30.92	\$ 31.54
4	18 months	\$ 29.58	\$ 30.10	\$ 30.63	\$ 31.17	\$ 31.79	\$ 32.43
5	24 months	\$ 31.77	\$ 32.33	\$ 32.90	\$ 33.48	\$ 34.15	\$ 34.83

Inside Technician 1							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 22.12	\$ 22.51	\$ 22.90	\$ 23.30	\$ 23.77	\$ 24.25
2	6 months	\$ 22.65	\$ 23.05	\$ 23.45	\$ 23.86	\$ 24.34	\$ 24.83
3	12 months	\$ 23.18	\$ 23.59	\$ 24.00	\$ 24.42	\$ 24.91	\$ 25.41
4	18 months	\$ 23.59	\$ 24.00	\$ 24.42	\$ 24.85	\$ 25.35	\$ 25.86
5	24 months	\$ 24.11	\$ 24.53	\$ 24.96	\$ 25.40	\$ 25.91	\$ 26.43

Inside Technician 2							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 25.97	\$ 26.42	\$ 26.88	\$ 27.35	\$ 27.90	\$ 28.46
2	6 months	\$ 26.75	\$ 27.22	\$ 27.70	\$ 28.18	\$ 28.74	\$ 29.31
3	12 months	\$ 27.55	\$ 28.03	\$ 28.52	\$ 29.02	\$ 29.60	\$ 30.19
4	18 months	\$ 28.38	\$ 28.88	\$ 29.39	\$ 29.90	\$ 30.50	\$ 31.11
5	24 months	\$ 29.23	\$ 29.74	\$ 30.26	\$ 30.79	\$ 31.41	\$ 32.04

Inside Technician 3							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 31.11	\$ 31.65	\$ 32.20	\$ 32.76	\$ 33.42	\$ 34.09
2	6 months	\$ 32.19	\$ 32.75	\$ 33.32	\$ 33.90	\$ 34.58	\$ 35.27
3	12 months	\$ 33.28	\$ 33.86	\$ 34.45	\$ 35.05	\$ 35.75	\$ 36.47
4	18 months	\$ 34.37	\$ 34.97	\$ 35.58	\$ 36.20	\$ 36.92	\$ 37.66
5	24 months	\$ 36.35	\$ 36.99	\$ 37.64	\$ 38.30	\$ 39.07	\$ 39.85

Inside Technician 4							
			1.75%	1.75%	1.75%	2.00%	2.00%
Step	Months	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
1	Start	\$ 38.16	\$ 38.83	\$ 39.51	\$ 40.20	\$ 41.00	\$ 41.82
2	6 months	\$ 39.25	\$ 39.94	\$ 40.64	\$ 41.35	\$ 42.18	\$ 43.02
3	12 months	\$ 40.71	\$ 41.42	\$ 42.14	\$ 42.88	\$ 43.74	\$ 44.61

Technician							
			1.75%	1.75%	1.75%	2.00%	2.00%
Percentage	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23	
70	\$ 24.24	\$ 24.66	\$ 25.09	\$ 25.53	\$ 26.04	\$ 26.56	
75	\$ 25.97	\$ 26.42	\$ 26.88	\$ 27.35	\$ 27.90	\$ 28.46	
80	\$ 27.70	\$ 28.18	\$ 28.67	\$ 29.17	\$ 29.75	\$ 30.35	
85	\$ 29.44	\$ 29.96	\$ 30.48	\$ 31.01	\$ 31.63	\$ 32.26	
90	\$ 31.17	\$ 31.72	\$ 32.28	\$ 32.84	\$ 33.50	\$ 34.17	
95	\$ 32.90	\$ 33.48	\$ 34.07	\$ 34.67	\$ 35.36	\$ 36.07	
100	\$ 34.63	\$ 35.24	\$ 35.86	\$ 36.49	\$ 37.22	\$ 37.96	

		1.75%	1.75%	1.75%	2.00%	2.00%
	Rate	July 1/19	July 1/20	July 1/21	July 1/22	July 1/23
In-Charge (103% of Technician Rate)	\$ 35.66	\$ 36.30	\$ 36.94	\$ 37.58	\$ 38.34	\$ 39.10
Supervisor (108% of Technician Rate)	\$ 37.40	\$ 38.06	\$ 38.73	\$ 39.41	\$ 40.20	\$ 41.00
Foreman (112% of Technician Rate)	\$ 38.78	\$ 39.47	\$ 40.16	\$ 40.87	\$ 41.69	\$ 42.52

ARTICLE 28 – AGREEMENT TERM & SIGNATURES

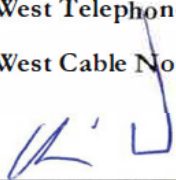
This agreement shall be binding and remain in full force and effect from the first (1st) day of July ,2019 to the 30th day of June, 2024 and shall continue from year to year thereafter, unless either party exercises its right to commence collective bargaining as provided for in the Canada Labour Code.


During the period of negotiations for a new agreement, the collective agreement shall remain in effect until a new agreement has been reached.

In witnesseth whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 27 day of February, 2020.

CityWest Telephone Corporation &
CityWest Cable North Corporation

I.B.E.W. Local.213





Tina Russier



LETTER OF UNDERSTANDING #1

CLEANER

The parties hereby agree to the following provisions regarding the Cleaner position:

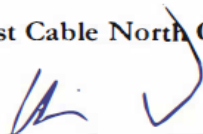
1. The Cleaner remains a bargaining unit employee until such time as the current incumbent ceases to perform cleaning duties for CityWest. At that time, the parties agree to meet to discuss the restructuring of the cleaner duties including the possibility of contracting out the work.
2. The cleaner shall be paid twenty-six (26) lump sum payments per year to provide cleaning and janitorial services at CityWest's main office location. This fee shall be increased as follows:
 - July 1, 2019 - \$925.21
 - July 1, 2020 - \$941.40
 - July 1, 2021 - \$957.88
 - July 1, 2022 - \$977.04
 - July 1, 2023 - \$996.58
3. The Cleaner shall be responsible for providing her own personal equipment; other supplies and special equipment required shall be provided by CityWest.
4. The Cleaner shall perform her duties after CityWest's normal hours of operation, in the Cleaner's discretion.
5. The Cleaner shall be responsible for ensuring that the premises are cleaned on a daily basis to a reasonable standard of cleanliness as established by past performance.

The Cleaner shall ensure that the cleaning services are performed during periods of absence. The Cleaner shall be responsible for compensating any replacement. The replacement shall be subject to prior approval of management.
7. CityWest will provide and pay for adequate workers' compensation coverage for cleaning services provided on behalf of CityWest.
8. The Cleaner will ensure adequate workers' compensation coverage for any replacement cleaners performing cleaning services for City West during periods of absence

In witnesseth whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 27 day of February, 2020.

CityWest Telephone Corporation &
CityWest Cable North Corporation

I.B.E.W. Local.213





LETTER OF UNDERSTANDING #2

CONTRACTING OUT COSTS

This letter of understanding is without prejudice or precedent.

Whereas in the event of system expansion (i.e., new outside plant construction) and whereas the system expansion is outside the communities which are currently serviced by the Employer as of the ratification of this agreement and whereas the Employer has successfully demonstrated the requirement to contract out as per Article 01.03 (a) and whereas the Employer has received bid(s) from IBEW 213 contractors to perform the new build which the Employer considers to be overpriced

Therefore, the Employer and the Union shall have meaningful consultation to discuss the facts of the contracting out and shall come to an agreement as to which way to proceed. If an agreement cannot be reached the Employer shall still be bound by the terms and conditions of the collective agreement.

In witnesseth whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 27 day of February, 2020.

CityWest Telephone Corporation &
CityWest Cable North Corporation



I.B.E.W. Local.213



LETTER OF UNDERSTANDING #3

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 telecommunication industry.

In witnesseth whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 27 day of February, 2020.

CityWest Telephone Corporation &
CityWest Cable North Corporation

I.B.E.W. Local.213



LETTER OF UNDERSTANDING #4

TECHNICAL TRAINING

The Joint Training Committee "JTC" will contact all contributing technical employees and inquire into what areas they would like to expand their training and possible work opportunities.

Both parties agree to the following:

1. After the new contract is ratified, the JTC will send out an email with an expression of interest letter to all contributing technical employees inquiring into what areas of the department they would like to pursue.
2. The JTC will then meet and review all written responses. The working group will discuss future training in all positions and roles that will need backup and support as the Employer grows.
3. The JTC will follow up with each employees and present specific opportunities that exist currently and/or will exist in the future.
4. Any disagreement concerning this LOU will be discussed between the Union Assistant Business Manager and Management.
5. This LOU will be in effect for the term of the existing agreement.

In witnesseth whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 27 day of February, 2020.

CityWest Telephone Corporation &
CityWest Cable North Corporation



I.B.E.W. Local.213



LETTER OF UNDERSTANDING #5

JOINT TRAINING COMMITTEE DISMANDANMENT

Based on discussions of the Joint Training Committee (JTC) and a vote taken by the union membership in March 2020, it was agreed by the Union and Employer to completely disband the Joint Training Committee.

Both parties agree to the following:

1. Disband the Joint Training Committee completely and refund all the money that was contributed by members.
2. The balance of the JTC Fund is approximately \$95,000 and it is agreed upon that these funds will be reimbursed back in equal proportions to the Employer and the contributing technical employees employed on the signing date of the collective agreement. The JTC Fund will be disbursed by the following methodology:
 - a. Cable technical employees will be reimbursed based on the lessor of \$275 per contributing year from the JTC start year of 1993, their year of hire, to 2020.
 - b. Telephone technical employees will be reimbursed based on 100% of their JTC contributions since their start date of contributing.
 - c. Employer will be reimbursed the sum total of a) and b).
 - d. The residual amount in the JTC fund of approximately \$500 will be disbursed based on a method decided by the JTC in it's final meeting.
3. Section 25.02 Technical Employees of the Collective Agreement dated July 1, 2019 and LETTER OF UNDERSTANTING #4 are no longer in effect and are to be removed in their entirety.
4. ARTICLE 14- JOB DESCRIPTIONS Journeyman Technician is to be replaced with the following:

Journeyman Technician
A worker who has completed their apprenticeship and has been certified by the Training Advisory Committee. Journeymen will be offered updated training through the Training Advisory Committee as new methods and technologies emerge to ensure all Journeymen become qualified.
5. **Section 25.01 Non Technical Employees of the Collective Agreement dated July 1, 2019 is to be replaced with the following:**

25.01 Employees:

 - (a) The Employer shall provide adequate training for all bargaining unit employees. M Employees 2ill be selected for training who have acquired the prerequisites to take the training. In the event there are more employees with the prerequisites that are required to be trained selection will be made by seniority.
 - (b) The Employer agrees to provide cross training on a fair and equitable basis so that employees can qualify for further training.

- (c) Existing employees shall be given the opportunity to be trained for new methods on equipment provided they have the prerequisites to take the training.
- (d) The Employer will assist employees who attend training programs at approved institutions off the premises outside their working hours where such training relates too 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.
- (e) The parties agree to the formation of Training Advisory Committee for each department which shall consist of Company representative(s) and Union representative(s). This Committee shall meet a minimum three (3) times per calendar year, which individual departments, to discuss current specific training requirements and opportunities for future training.

In witnesseth whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this _____ day of _____, 2020.

CityWest Telephone Corporation &
CityWest Cable North Corporation

I.B.E.W. Local.213





LETTER OF UNDERSTANDING #6

MARKETING SPECIALIST AND COMMUNITY TV ASSISTANT

The parties hereby agree to the following new job descriptions and wage schedules for the Marketing Specialist and Community TV Assistant.

Additions to Article 14 – Job Descriptions

Marketing Specialist

The Marketing Specialist assists the Marketing Manager with promoting the company in line with our marketing strategy.

Community TV Assistant

The community TV Assistant works with the marketing department to execute on certain duties relating to the company's community channel (310 in HD, 10 in SD).

Additions to Article 27 – Wages Schedule

Marketing Specialist

			1.75%	2.00%	2.00%
Step	Months	Jan 1/21	July 1/21	July 1/22	July 1/23
1	Start	24.50	24.93	25.43	25.94
2	6 months	24.99	25.43	25.94	26.45
3	12 months	25.49	25.94	26.45	26.98
4	18 months	26.00	26.45	26.98	27.52
5	24 months	26.52	26.98	27.52	28.07

Community TV Assistant

			1.75%	2.00%	2.00%
Step	Months	Jan 1/21	July 1/21	July 1/22	July 1/23
1	Start	19.00	19.33	19.72	20.11
2	6 months	19.38	19.72	20.11	20.52
3	12 months	19.77	20.11	20.52	20.93
4	18 months	20.16	20.52	20.93	21.34
5	24 months	20.57	20.93	21.34	21.77

In witnesseth whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 29 day of January, 2021.

City West Telephone Corporation &
City West Cable North Corporation

I.B.E.W. Local. 213

Ina Lussier

R. A. Reddy

LETTER OF UNDERSTANDING # 7**Central Office Technician Supervisor**

The parties hereby agree to the following new job description and wage schedule for the Central Office Technician Supervisor.

Addition to Article 14 – Job Description**Central Office Technician Supervisor**

The purpose of this role is to supervise, maintain, and provide leadership and support to the central office technician group. This includes efficient communication with senior management, data collection, traffic studies, health and safety compliance and reports, equipment maintenance and inspections of central office area, documentation of installations and testing, activation and deactivation of CO equipment and repairs; reliable attendance and additional duties based on business needs.

Additions to Article 27 – Wages Schedule

	1.75%	2.00%	2.00%
	July 1/21	July 1/22	July 1/23
Supervisor (108% of Inside Technician 3 Rate)	41.36	42.19	43.03

In witnessed whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 15 day of March, 2022

City West Telephone Corporation

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City West Cable North Corporation





LETTER OF UNDERSTANDING # 8

Technical Support Representative Supervisor

The parties hereby agree to the following new job description and wage schedule for the Technical Support Supervisor.

Addition to Article 14 – Job Description

Technical Support Representative Supervisor

The purpose of this position is to support and coach the Technical Support Representatives team while working along side them. This role will support ongoing and new deployment of products in collaboration with other departments. Ensure that standard of quality and performance are maintain; develop, and provide training for current and new employees, prepare team schedules and assignments, effectively resolve conflicts to the mutual satisfaction of customers and CityWest, first level of support escalation from technical support team, provide guidance and support while also keeping the team updated, carry out accountabilities of the technical team during staff absence or heavy demand to maintain customer levels, reliable attendance and additional duties based on business needs.

Additions to Article 27 – Wages Schedule

	1.75%	2.00%	2.00%
	July 1/21	July 1/22	July 1/23
Supervisor (108% of Inside Technician 2 Rate)	33.25	33.92	34.60

In witnessed whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 21 day of March, 2022

City West Telephone Corporation

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I.B.E.W. Local. 213

City West Cable North Corporation





LETTER OF UNDERSTANDING # 9

Network Engineer

The parties hereby agree to the following **new job title – Network Analyst** with same job description as previous Network Engineer.

Article 14 – Job Description

Responsibilities include the following:

- Operation and maintenance of network equipment and servers required to deliver internet services to CityWest customers
- Operation, maintenance, and construction of core IP network including peering and transit feeds
- Operation, maintenance, and construction of Transport network
- Provide equipment recommendations for projects, new products, and existing operations
- Provide support for internet products to CityWest employees and customers
- Provide support for dedicated circuits and transit customers
- Perform other related duties as assigned

In witnessed whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 6th day of July , 2022

**City West Telephone Corporation
City West Cable North Corporation**

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I.B.E.W. Local. 213





LETTER OF UNDERSTANDING # 10**Video Network Engineer**

The parties hereby agree to the following **new job title – Video Network Analyst** with same job description as previous Video Network Engineer.

Article 14 – Job Description

Responsibilities include the following:

- Operation and maintenance of video processing equipment
- Operation and maintenance of video equipment necessary to deliver CityWest video products to CityWest customers
- Operation and maintenance of RF combining
- Provide equipment recommendations for projects, new products, and existing operations
- Provide support for video products to CityWest employees and customers
- Perform other related duties as assigned

In witnessed whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 6th day of July, 2022

**City West Telephone Corporation
City West Cable North Corporation**

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I.B.E.W. Local. 213





LETTER OF UNDERSTANDING # 11
Central Office Technician Supervisor Level 4

The parties hereby agree to the following new job description and wage schedule for the Central Office Technician Supervisor Level 4.

Addition to Article 14 – Job Description

Central Office Technician Supervisor Level 4

The purpose of this role is to provide leadership, support, and coverage to the central office technician group. This includes efficient communication with senior management, preparation of work schedule, and deployment of the CO tech workforce, data collection, traffic studies, health and safety compliance and reports, equipment maintenance and inspections of central office area, documentation of installations and testing, maintaining adequate stock levels for Central Office technician department by coordinating inventory and maintenance records of equipment and parts in company Inventory Management system, assists with the training and performance evaluation of technical staff, ensure regular maintenance is performed on vehicles and equipment. activation and deactivation of CO equipment and repairs; reliable attendance and additional duties based on business needs.

Additions to Article 27 – Wages Schedule

Central Office Supervisor Level 4	2.00% July 1/22	2.00% July 1/23
Step 1	44.28	45.17
Step 2	45.55	46.46
Step 3	47.24	48.18

In witnessed whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 14th day of April, 2023

City West Telephone Corporation

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I.B.E.W. Local. 213

City West Cable North Corporation





LETTER OF UNDERSTANDING # 12

Database Coordinator

The parties hereby agree to the following new job description and wage schedule for the Database Coordinator.

Addition to Article 14 – Job Description

Database Coordinator

The purpose of this position is to focus on maintaining an accurate and up to date address database, collect address information from various sources and entering it into the database in a consistent and organized manner. This will also include reporting, and collaborating with other departments and contractors, addressing problems and requests related to the address database by transmitting information or providing solutions, other duties as required.

Additions to Article 27 – Wages Schedule

	Database Coordinator	2.00%
Step	Months	July 1/23
1	Start	30.60
2	6 months	30.91
3	12 months	31.23
4	18 months	31.53
5	24 months	31.86
6	30 months	32.16
7	36 months	32.50

In witnessed whereof the parties hereto have hereunto affixed their hands and seal, at Prince Rupert, British Columbia, this 19th day of July, 2023.

City West Telephone Corporation

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I.B.E.W. Local. 213

City West Cable North Corporation



