

COLLECTIVE AGREEMENT
between
TigerTel Communications Inc.
and
International Union of Operating
Engineers, Local 882

Term of Agreement: October 1, 2001 to September 30, 2003

12.89.2(c)

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE 4

ARTICLE 2 - UNION SECURITY AND RECOGNITION 4

ARTICLE 3 - UNION REPRESENTATION 5

ARTICLE 4 - THE **RIGHTS OF THE EMPLOYER** 6

ARTICLE 5 - DEFINITION OF EMPLOYEES 6

ARTICLE 6 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUM 8

ARTICLE 7 - STATUTORY HOLIDAYS 9

ARTICLE 8 - ANNUAL VACATIONS 10

ARTICLE 9 - LEAVES OF ABSENCE 13

ARTICLE 10 - SICK LEAVE. **WELFARE** PLANS AND PENSION PLAN 18

ARTICLE 11 - WAGES AND JOB CLASSIFICATIONS 19

ARTICLE 12 - JOB POSTING. PROMOTIONS AND TRANSFERS 20

ARTICLE 13 - LAY-OFF, RECALL AND SEVERANCE 21

ARTICLE 14 - SENIORITY 23

ARTICLE 15 - DISCHARGE AND TERMINATION 24

ARTICLE 16 - TECHNOLOGICAL OR PROCEDURAL CHANGES 29

ARTICLE 17 - GENERAL 30

ARTICLE 18 - GRIEVANCE PROCEDURE 32

ARTICLE 19 - ARBITRATION 33

ARTICLE 20 - DAYLIGHT SAVINGS/PACIFIC STANDARD TIME 34

ARTICLE 21 - DURATION 35

APPENDIX "A" 37

LETTER OF UNDERSTANDING NO. 1 38

LETTER OF UNDERSTANDING NO. 2 40

LETTER OF UNDERSTANDING NO. 3 41

LETTER OF UNDERSTANDING NO. 4 42

LETTER OF UNDERSTANDING NO. 5 43

THIS AGREEMENT executed the 30th day of October, 2001

BETWEEN: TIGERTEL COMMUNICATIONS INC.
(Hereinafter referred to **as** the "Company")

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS ,LOCAL 882
(Hereinafter referred to **as** the "Union")

ARTICLE 1 - PURPOSE

Section 1 The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for **an** amicable method **of** settling differences which may **from** time to time arise; and to promote the mutual interest of the Company and its employees and in recognition whereof, the Parties hereto covenant and agree **as follows:**

Section 2 Neither the Union nor the Company in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status or any other irrelevant distinguishing characteristics **as** outlined by **Human** Rights and existing Labour guides.

ARTICLE 2 - UNION SECURITY AND RECOGNITION

Section 1 This Agreement shall apply solely to employees in the bargaining unit for which the Union is certified pursuant to the Canada Labour Code and shall be binding on the Company **and** the Union and their respective successors and assigns.

Section 2 All employees, presently members of the Union, shall **as** a condition **of** employment, remain members of the Union. All employees of the bargaining unit, whether members of the Union or not, shall as a condition of employment, pay the regular monthly Union dues to the Union.

Section 3 The Company further agrees that all new employees hired subsequent to the effective date of this Agreement shall, **as a condition of** employment within fourteen (**14**) days from the date of employment, become and remain members of the Union excluding employees covered under Letter of Understanding No. 2.

Section 4 Upon signing union card, the Company agrees to deduct Union initiation fees, dues and assessments from the wages of each employee and to transmit the monies ~~so~~ collected to the Secretary-Treasurer of the Union, once monthly, together with a list of employees from whom such deductions have been made.

ARTICLE 3 - UNION REPRESENTATION

Section 1 The Company shall recognize the Representative(s) selected by the Union for purpose of collective bargaining, Agreement administration and general Union business, **as** the sole and exclusive Representative(s) of all employees ~~within~~ the bargaining unit as defined in Article 2 of this Agreement.

Section 2 The Representative(s) of the Union shall have the right to contact the employees at their place of employment on matters respecting the Agreement or its administration. The Union will obtain authorization from the Company as to appropriate time for such contact before meeting the employees.

Section 3 Shop Stewards

The Company shall recognize the Office Steward(s) elected or appointed by the Union and shall not discharge, discipline or otherwise discriminate against **such Office Steward(s)** for carrying out the duties proper to that position. The Union shall inform the Company of the names of the Shop Steward(s).

Section 4 The Office Steward(s) may, within reason, investigate and process grievances or confer with the Representative(s) of the Union during regular working hours, without loss of pay. The Steward(s) will obtain permission from their immediate area Supervisor for such purposes and such permission will not be unreasonably denied.

Section 5 The Company shall not discharge, discipline or otherwise discriminate against any member of the Union for participation in or for legitimate action on behalf of the Union, or for the exercise of rights provided by this Agreement or by law.

Section 6 An employee shall have the option to have either a shop steward, alternative shop steward or business representative present when requested to meet with the management of the Company. The Company shall insure that meetings will be arranged when one of the above individuals is available to attend such meeting with the employee. Formal notice identifying the purpose of the meeting, either verbal or if possible in writing, shall be given to the employee in advance of the meeting.

The Employer will endeavour to schedule such meetings on an employee's scheduled day of work if possible and if not possible the employee shall be paid in accordance with Article 6, Section 8.

ARTICLE 4 - THE RIGHTS OF THE EMPLOYER

Section 1 The Union recognizes the rights of the Company to operate the business and direct the working force subject to the provisions of this Agreement and the right of the Union or employee to grieve, as provided in Articles 18 and 19.

Section 2 The Union is committed for the duration of this Agreement, to not ordering or encouraging a strike or work slowdown of activity aimed at limited production.

The Employer is committed, on the other hand, to not using lock-out as a recourse for the duration of this Agreement.

ARTICLE 5 - DEFINITION OF EMPLOYEES

Section 1 Probationary Period

All newly-hired employees, except casual employees, will be considered probationary for the first ninety (90) calendar days of employment. After ninety (90) days of employment, an employee will become regular.

Section 2 Regular Employees

A regular employee is any person employed on a full-time and/or part-time permanent basis whose duties fall within the bargaining unit as defined in Article 2, Section 1, of this Agreement and who has completed the probationary period as defined in Section 1.

A part-time employee is scheduled on a continuing basis but less than a full time equivalent in a month.

Part-time employees who wish to work casual hours may register their desire to do so, in writing, with the Company. Thereafter, they shall be given **an** opportunity to work additional hours or additional **shifts** prior to the calling in of casual employees, provided they possess the ability to perform the job, provided the additional work does not involve the payment of overtime and/or other premium payments and provided the assignment has not already been commenced by a casual employee. In making these assignments the Company will make offers based on seniority.

Any available casual hours shall first be offered to Part-Time Employees who have indicated to management pursuant to the previous paragraph their intent to work any casual hours up to full time equivalent.

Section 3 Casual Employees

A casual employee is one hired for vacation relief, unusual peak work loads or emergencies. Such employees shall be paid the hourly rate **as** established in Appendix "A" of this Agreement.

Casual employees transferring to or attaining regular status will not be required to serve a probationary period, provided they have completed at least four hundred and eighty (480) hours and/or five (**5**) months of employment from date of hire, whichever comes first.

No seniority shall accrue for short terms of casual work except that casual employees who attain regular status shall have seniority credited from the date of entry as a regular employee of the Company, as provided in Article 5, Section 2 and Section 3.

Casual assignments shall be recorded and show the time of the vacancy, the area of the vacancy, the name of the employee called, the time of the call, employee acceptance or refusal of the assignment, failure of the employee to answer the phone, and the signature of the person who made the call. In case of dispute of a grievance, a copy of this documentation of call-ins shall be delivered to the Union steward at the end of each week.

Section 4 The Company or its Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

ARTICLE 6 - HOURS OF WORK, OVERTIME AND SHIFT PREMIUM

Section 1 Each regular and part-time regular employee will have an established shift as prescribed herein:

Regular Employees

The regular work day will consist of **shifts** ranging **from** a minimum of four **(4)** hours up to a maximum of eight **(8)** hours. The work week will consist of up to five **(5)** consecutive days with two **(2)** clear days off in between **and/or** a mutually agreed equivalent.

Section 2 The Company shall post on the bulletin board monthly the present permanent **shifts** in effect and the employees working such shifts. **Any** variance in regular **shifts** shall be established by mutual agreement between the Company **and** the Union at least 21 days prior to implementation, where such variance is two **(2)** hours or more **from** the present shifts as listed in Section 1 above.

Section 3 An unpaid lunch period of thirty (30) minutes will be provided and taken as close as possible to the mid-point of the **shift**. Where the Company's work schedule for Telereceptionist prohibits a lunch period, the affected employee(s) who work eight (8) consecutive hours without a lunch period shall be paid for eight and one-half (8½) hours per day at each employee's current pro-rated hourly rate, in lieu of a thirty (30) minute lunch period.

Employees will be allowed one (1) fifteen (15) minute relief period every four **(4)** hours, without reduction in pay and without increasing the regular working hours.

Section 4 A lunch area will be provided.

Section 5 Overtime Premiums

All employees required to work hours **as** defined as overtime by the Employment Standards Branch of British Columbia shall be remunerated as per the requirements of the Employment Standards Act and Regulations of British Columbia.

Section 6 **An** employee requested to work overtime beyond the regular work day shall be provided a paid fifteen **(15)** minute break at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two **(2)** hours **work**. The break may be taken before, during or after the overtime work, or as may be mutually agreed.

Section 7 A regular employee called back to work after completing a regular day's work, or from a regular day off shall be paid overtime rates for a minimum of four (4) hours time worked, whichever is greater. Travel time to and from the employee's residence will be considered as time worked, to a maximum of fifteen (15) minutes each way for those employees called back to work after completing a regular day's work.

Section 8 In the case of emergency an employee will cover the shift until arrangements are made to cover the shift.

Section 9 Employees who work overtime may request time off in lieu of overtime pay, but such time off must be taken within six (6) months at a time mutually agreed upon with the Company. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings. This time period may be extended if mutually agreed.

Section 10 The Company agrees to provide and pay for transportation for an employee(s) who has been called back to work when there is no public transportation and/or when there is an emergency situation.

Section 11 Shift Premium

Shift premiums will be paid for all hours worked on shifts starting after 10:00 pm, including part-time regular shifts, at the rate of one dollar (\$1.00) per hour for graveyard shift.

ARTICLE 7 - STATUTORY HOLIDAYS

Section 1 (a) The Company agrees to provide all full-time employees with the following statutory holidays, with pay:

New Year's Day	Good Friday
Labour Day	Victoria Day
Thanksgiving Day	Remembrance Day
Canada Day	Boxing Day
Christmas Day	BC Day

and any other day that may be stated a legal holiday by the provincial, civic and/or federal government. The Company further agrees that should one of the above statutory holidays fall on a regular scheduled day(s) off, the employee shall have an option to receive pay for that day or an additional day or days off, with pay, to be taken at a time mutually agreed to between the Company and the employee within six (6) months of being earned.

- Section 2 (a) **Work** performed by **an** employee on the above statutory holidays, will be paid for at the rate of one hundred and **fifty (150%)** percent of the **employee's** regular rate of pay, in addition to the employee's regular rate of pay for that day. The employee may bank overtime **so** earned and take the time off within 6 months, at a time agreed to by the Company and the Employee.
- (b) Work by an employee on a day scheduled in lieu of a statutory holiday will be treated as equal to work on a statutory holiday for the purposes of this Article.
- (c) Should one of the statutory holidays designated in the foregoing Section 1 fall on a part-time regular employee's scheduled day(s) off, that employee shall receive pay and a day off for the statutory holiday in accordance with the Employment Standards Act & Regulations. The day off shall be taken at a time mutually agreed to between the Company and the employee within six (6) months of being earned.

Section 3 In the event any of the holidays enumerated in the foregoing Section 1, occur during the period of an employee's vacation, **an** additional day's vacation with pay shall be allowed for each holiday so occurring and the employee will have the option of adding that day to the beginning or end of the vacation period or taking it at another time.

ARTICLE 8 - ANNUAL VACATIONS

All regular employees shall be entitled to a paid vacation in accordance with the following schedule:

Section 1 **An** employee in the year of engagement or reengagement is entitled to one day of vacation with pay for each month of completed service in that year to a maximum of ten (10) days.

In the calculation of the initial vacation entitlement, any service beginning prior to the 15th of the month would be considered as a month of service.

Section 2 In subsequent years of employment, an employee will become entitled to a vacation with pay in the year in which the required number of years of service are completed in accordance with the following table:

Service (# yrs)	Entitlement (# weeks)	Amount of pay (percentage)
1 - 2	2	4%
3 - 9	3	6%
10 - 14	4	8%
15 - 19	5	10%
20+	6	12%

Section 3 Vacation entitlement (as per Section 2) is contingent upon completing of the current calendar year. The same entitlement applies to each subsequent year until a higher entitlement is attained.

Section 4 All vacations are earned on a calendar year basis. Vacations may be taken up to and including March 31, of the subsequent calendar year.

e.g.: **Vacation Earned** **Vacation Period**

1995	Jan 1/95- Mar 31/96
1996	Jan 1/96- Mar 3 1/97

Section 5 Each supervisor/Manager will arrange vacation schedules for their respective gross, subject to operational requirements, then seniority and then employee requests.

Section 6 Each year, management will notify employee that vacation request must be submitted by a particular date. Seniority will be honoured only until that closing date. This prevents a senior person after the closing date from bumping a more junior employee who had previously submitted and had their request approved.

Section 7 Pay in lieu of vacation time will not be authorized, except on termination.

Section 8 Upon termination, an employee will receive pay for any outstanding vacation earned, but not taken, based on a percentage of earnings as per the vacation entitlement.

Vacation Entitlement	# Days Vacation Entitlement Per Month Worked	Max. Days Vacation Per Year	Applicable Percentage (%) of Earnings
2 weeks	1.0 Day/Month	10	4%
3 weeks	1.5 Days/Month	15	6%
4 weeks	2.0 Days/Month	20	8%
5 weeks	2.5 Days/Month	25	10%
6 weeks	3.0 Days/Month	30	12%

Section 9 If a full vacation entitlement is taken before year-end and the employee terminates employment with the Company before reaching the full employment ~~time~~, the resulting overpayment of vacation pay will be deducted ~~from~~ the employee's final pay or recovered fi-om the employee, as agreed, but no amount may be recovered from any employee who is terminated or laid off by the Company.

No time paid until time earned.

Section 10 Any deviation from these provisions must be approved **by** the Company and the Union.

Section 11 Employees shall select their vacation periods in order of seniority. The Employer may restrict the number **of** employees off on vacation leave during the period of December 15th to January 7th and the months June, July **and** August. The amount **of** vacation leave will be limited to three (3) weeks during the above period(s).

Section 12 The Company will make every effort to **fix** vacation schedules by January 31 each year, giving consideration to the work schedule of the Company and the request of the employee.

Section 13 All regular part-time employees will be entitled to the vacation entitlements in **the** preceding sections and paid vacation days are based on a proportionate basis of working days or percentage of gross earnings whichever is greater.

Section 14 Upon two (2) weeks notice by the employee, vacation pay shall be paid **on** commencement of holidays or within the pay period their vacation is taken, at the option of the employee.

ARTICLE 9 - LEAVES OF ABSENCE

Section 1 Union **Business**

An employee designated by the Union to fulfil a Union duty will be permitted a leave of absence without pay providing the Company's work requirements will allow for such leave. The Union will request such leave by giving the Company, in writing, fifteen (15) days notice.

The Employer shall advise the Union **as soon as possible** but at least within seven (7) days of receiving written notice **as to** whether the employee has had the leave approved.

Leave of absence with pay shall be granted to the Employee designated by the Union for the purpose of Collective Bargaining but not to exceed two (2) days. Seniority **and** all benefits shall accumulate during such leave.

Section 2 **Compassionate** Leave

In the case of death in the immediate family; i.e., employee's spouse, sons, daughters, father, mother, sisters, brothers, grandparents, father-in-law, mother-in-law, a full-time employee, upon completion of thirty (30) days continuous employment, shall be granted three (3) consecutive working days leave of absence with full pay. Members of the employee's immediate family shall be further defined to include any relative resident in the same household as the employee. However, a part-time employee shall be entitled to a maximum of three (3) consecutive regularly scheduled working days leave of absence with full pay, following completion of at least three (3) months of continuous employment, Such leave of absence will not be charged against paid sick leave, holiday entitlement, or other accrued time off.

The Employer shall provide compassionate leave without pay to full-time employees who have not completed thirty (30) days and part time employees who have not completed their probationary period. **A** casual employee may also request compassionate leave without pay.

Note: Spouse includes same sex and common law partners.

Section 3 **Leave of Absence**

Employees who have completed one (1) or more years' of service with the Company may apply for and receive, where practical, leave of absence up to a maximum of **six (6)** months or a minimum of four **(4)** weeks without pay, to be taken in an unbroken sequence.

The Employee if possible, shall give at least two **(2)** months notice when requesting such leave. The Employer shall make all reasonable efforts to accommodate such requests however ~~may~~ refuse a request if the operational requirements do not permit it.

Seniority shall not accumulate during such leave of absence.

Any benefits which the Employer pays on behalf of the Employee shall be paid by the Employee or have his/her benefits suspended for the duration of the leave.

Section 4 **Jury Duty Pay**

An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid them for **jury** service and the amount they would have earned, had they worked on such days. Employees on **Jury Duty** shall furnish the Company with such statements of earnings **as** the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two **(2)** hours of their normal shift remains to be worked.

If more than two (2) hours of their normal **shift** remains the employee shall inform and the Employer will advise if the employee is required to report for work. Total hours on Jury Duty and actual work on the job in the office in one (1) day, shall not exceed regular working hours for purposes of establishing the basic work day. **Any** time worked in the office in excess of the combined total of eight **(8)** hours, shall be considered overtime and paid as such. The Company shall not be required to make up the difference between jury duty and regular daily pay for **jury** duty, in excess of one (1) continuous week.

Section 5 **(1) Maternity Leave**

- (a) Pregnancy shall not constitute cause for dismissal.
- (b) Medical complications of pregnancy, including complications during an unpaid leave of absence for maternity reasons preceding the period stated by the Employment Insurance **Act** or any wage loss replacement plan.

- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of birth. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.
- (d) **An** Employee shall notify the Employer in writing of the expected date of birth. Such notice will be given at least ten (10) weeks prior to the expected date of birth.
- (e) If **an** Employee is unable or incapable of performing her duties prior to the commencement of the maternity leave of absence without pay, the Employee may be required to take unpaid leave of absence.
- (f) The Employer may require the Employee to provide a doctor's certificate indicating the Employee's general condition during pregnancy along with the expected date of confinement.
- (g) An Employee is entitled to maternity leave of up to seventeen (17) weeks without **pay**.

(II) Parental Leave

- (a) Upon written request an Employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Section 5(I)). The leave period may be extended by **an** additional five (5) weeks where the Employee's claim is extended pursuant to Section 12(7) of the Employment Insurance Act.
- (b) Where both parents are Employees of the Employer, the Employees shall determine the apportionment of the thirty-seven (37) weeks (or thirty-five (35) consecutive weeks in the case of birth mother who takes maternity leave under Section 5(I)) parental leave between them. In such case the Employer shall be advised of the arrangements at least four (4) weeks prior to the commencement of the leave.
- (c) Such written request pursuant to (a) above must be made **at** least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Section 5(I) or following the adoption;

- (2) in the case of other parent, following the adoption or the birth of the child and conclude within the **fifty-two(52)** week period after the date or adoption of the child. The "other parent" is defined **as** the father of the child and/or spouse of the mother, including common-law spouse. Such leave request must be supported by appropriate documentation.

(III) **Adoption Leave**

- (a) An employee is entitled to adoption/parental leave pursuant to Section 5 (II).

Section 6 **Family Responsibility Leave**

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of **any** other member of the employee's immediate family.

Section 7 **Education Leave**

Leave of absence without loss of pay, seniority and all benefits shall be granted to an employee whenever the Company requests, in writing, that the employee take designated courses and/or further job training. The cost of the course fee and expenses incurred shall be paid by the Company.

An employee may request, in writing and at the earliest possible opportunity, **an** unpaid leave of absence to take **an** education course(s). The Company will make every effort to accommodate such a request providing that a replacement(s) to ensure the proper operation of the department **can** be found and the Company incurs no additional costs. The Company will issue formal notice of granting the request.

Section 8 **Medical Leave**

An employee shall be eligible for a medical leave **of** absence **for a** minimum **of four (4)** weeks up to **a** maximum of six **(6)** months. **An** employee may request **an** extended medical leave beyond six **(6)** months, however not to exceed one (1) year.

Such leave will not be unreasonably withheld **and** the Company will make all reasonable efforts to accommodate such requests. **In** the event **an** employee has had several medical leaves **of** absence, the Union and the Company will meet to discuss what course of action will be appropriate in such circumstances.

- Section 9 (1) **The** Company must give **an** employee who requests leave under this Article the leave to which the employee is entitled.
- (2) The Company must not, because **of** an employee's pregnancy or a leave allowed by this Article,
- (a) terminate employment, or
 - (b) change **a** condition **of** employment without the employee's written consent.
- (3) **As soon** as the leave ends, the Company must place the employee
- (a) in the position the employee held before taking leave under this Article, or
 - (b) in a comparable position.
- (4) **If** the employer's operations are suspended or discontinued when the leave ends, the employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon **as** operations are resumed.

Section 3 It shall be the responsibility of the Company to advise the employee of the benefits available under the Health and Welfare Plan and to provide said employee with the necessary application cards to join the Plan. It shall then be the employee's responsibility to make application for benefits under the Plan. Participation in the Plan is mandatory.

ARTICLE 11 - WAGES AND JOB CLASSIFICATIONS

Section 1 Employees shall be classified in accordance within the Schedule of Job Classifications and Hourly Rates of Pay as set forth in Appendix "A" attached hereto and made part of this Agreement.

Section 2 It is expressly understood and agreed that the salaries herein provided are minimum scales. This Agreement shall not be so construed as to reduce the pay or increase the hours of any employee, within the bargaining unit, but **any** employee who is currently earning a higher rate than is provided for in this Agreement will have her or his rate frozen until such time as the rate falls within the rates provided for. No employee may otherwise be paid more or less than provided for in this Agreement. Employees will be placed on the wage rate step to correspond with their length of service and will then receive automatic wage increases in accordance with the length of service provisions of Appendix "A."

Section 3 Any position not covered by Appendix "A," new positions which may be established **during** the life of this Agreement, or re-classification **of** existing positions, shall be subject to negotiations **and** agreement **between** the Company and **the** Union with respect to classification and salary for the position in question. In the event the Parties fail to agree, such matters may be referred to the grievance arbitration procedure as defined Articles 18 and 19 of this Agreement.

Section 4 Where an employee has the necessary qualifications and ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions or in salaries for such positions. The Company recognizes equal pay for equal work. Similarly, there will be no discrimination in hiring or filling of vacant positions based on any other irrelevant characteristic or consideration.

ARTICLE 12 - JOB POSTING ,PROMOTIONS AND TRANSFERS

Section 1 The Company will fill job vacancies ~~from~~ within the bargaining unit if ~~an~~ employee has the necessary skills and ability to do the job ~~before~~ hiring new employees.

Section 2 Job Vacancies

Notice of all job vacancies shall be posted on the office bulletin board for seven (7) days prior to the vacancy (where possible) and will include job title, job group and brief description of the job duties and qualifications required. Those employees who make application during this seven (7) days prior to the vacancy will be considered for the job, except however employees who are on vacation or leave during such a period of job posting shall have seven (7) days after their return to work to apply for such positions.

The Company agrees to notify the Union of any job vacancy,

All vacancies of twenty (20) ~~shifts~~ or more shall be posted and filled ~~as~~ per Article 12, Section 1 of this Agreement.

Section 3 Promotions

Promotion is hereby defined as a move from a lower job group to a higher job group. Promotion shall be made on the basis of seniority, ability and qualifications. In the event two **(2)** or more employees have the same relative ability and qualifications, the employee with the greatest seniority shall be selected.

It is understood that this provision is not applicable to excluded positions.

Section 4 If ~~an~~ employee is promoted to ~~a~~ higher rated position his or her first sixty (60) calendar days in the position will be ~~a~~ trial period. If during the trial period either the Employer or the Employee wishes, the Employee may be returned to his or her former position and will be paid his or her former salary plus ~~any~~ increments which he or she may have been entitled to had he or she not been promoted

Section 5 An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed.

ARTICLE 13 - LAY-OFF, RECALL AND SEVERANCE

Section 1 Lay-off Procedure

If a reduction of staff is necessary, the following procedure shall be followed: The employee with the least amount of seniority in **any** classification will be the first laid-off from that job or that employee may bump another less senior employee if he or she is capable of performing their work.

Section 2 All regular or part-time regular (i.e., permanent) employees shall be given notice of lay-off or salary in lieu of notice **as** follows:

Liability resulting from length of service

- (1) After 3 consecutive months of employment, the employer becomes liable to pay **an** employee **an** amount equal to one week's wages as compensation for length of service.
- (2) The employer's liability for compensation for length of service increases as follows:
 - (a) after 12 consecutive months of employment, to **an** amount equal to 2 weeks' wages;
 - (b) after 3 consecutive years of employment, to **an** amount equal to 3 weeks' wages plus one additional week's wages for each additional year of employment, to a **maximum** of 8 weeks' wages.
- (3) The liability is deemed to be discharged if the employee
 - (a) is given written notice of layoff as follows:
 - (i) one week's notice after 3 consecutive months of employment;
 - (ii) 2 weeks' notice after 12 consecutive months of employment;
 - (iii) 3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice;

- (b) is given a combination of notice and money equivalent to the amount the employer is liable to pay, or
 - (c) terminates the employment, retires from employment, or is dismissed for just cause.
- (4) The amount the employer is liable to pay becomes payable on layoff and is calculated by
- (a) totalling all the employee's weekly wages, at the regular wage, during the last 8 weeks in which the employee worked normal or average hours of work,
 - (b) dividing the total by 8, and
 - (c) multiplying the result by the number of weeks' wages the employer is liable to pay.

Section 3 Any regular or regular part-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.

Section 4 Recall

Notice of recall to an employee who has been laid-off shall be made by registered mail to the last known address of the employee. The employee must respond to such notice within three (3) days of receiving it or possibly lose rights of **seniority** and recall; however, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby, but such employee may be bypassed for the position available.

An employee bypassed as provided above, will remain on the recall list for the remaining recall period.

Section 5 Employees on the recall list shall have the right to return to a vacancy in their former job classification or to a similar classification for which they are qualified providing no other employee with greater seniority is not promoted or transferred to such vacant position. When such transfers or promotions occur, resulting in a vacant position, the employee on the recall list will be offered the resulting vacant position.

Section 6 **Salary Policy on Recall**

Employees shall be recalled to their former position and shall receive the **current** salary for the position **and/or** as prescribed in the foregoing Section 5.

The foregoing salary policy shall also apply in the case of lay-offs and other circumstances.

Section 7 **Severance Pay**

Severance pay shall be paid to employees who have service of twelve (12) months **and** more with the Company, who are terminated due to consolidation, reduction of staff, suspension of business or changes in procedures. The amount of severance pay shall be one (1) week at the employee's current regular salary for each year of service, to a maximum of eight (8) weeks.

Section 8 **Recall**

Recall will be done on the basis of seniority and capability.

ARTICLE 14 - SENIORITY

Section 1 Upon completion of the probationary period, employees shall be entitled to all rights **and** privileges of this Agreement and the employee's seniority shall be effective **from** the original date of employment.

Section 2 Seniority shall mean length of continuous service with the Company and its predecessors, **as** a Union member, except that credit shall be given for all continuous service prior to certification of the bargaining unit.

Section 3 Except as otherwise provided in this Agreement, **an** employee who leaves the bargaining unit and subsequently returns, will be considered a new employee **from** the date of re-entering the bargaining unit for purposes of seniority credit.

Section 4 **An** employee laid-off and placed on the recall list under Article 13, Section 1, will retain but will not accumulate seniority during the period of lay-off.

Section 5 An employee on leave of absence under Article 9 or Article 10, will continue to accrue seniority during such leave of absence.

Section 6 Within the office, the Company will post and maintain seniority listings for regular **and** part-time regular employees. Such up-to-date listings will be posted as of **January 1st** and July 1st of each year, with copies of provided to the Union by the Company. Any employee wishing to protest **his/her** seniority must do **so** by formally reducing **his/her** protest to writing and submitting same to the Company and the Union within thirty (30) days of the posting of the said listings.

Section 7 All employees will be given the opportunity to work **any** available overtime on a seniority basis and shall be called in order, according to seniority lists. Employees who wish to work any available overtime shall indicate in writing their desire to do so. Any employee, at any time, may have their name added to or removed **from** such overtime list.

ARTICLE 15 - DISCHARGE AND TERMINATION

Section 1 It is hereby agreed that the Company has the right to discharge **an** employee for **just and** reasonable cause. The Company agrees to advise the Union of any such discharge and the reasons therefore at the time of such action.

An employee dismissed or suspended for alleged cause shall have the right within fourteen (14) calendar days after the date of the dismissal or suspension to initiate a grievance at Step 3 of the grievance procedure.

Section 2 If **an** employee is to be terminated, except **as** provided in Section 1 above, said employee shall receive notice prior to the date of **termination**, or wages in lieu of notice using the formula set out below. If notice is given prior to the vacation period of **an** employee, such employee shall receive at least two (2) week's wages (as per **the** foregoing formula) at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits. The employee, where possible, shall give the Company two (2) week's notice **of** intention to terminate service.

Definition

- A) In this Section, "week of layoff" means a week in which **an** employee earns less than 50% of the employee's weekly wages, at the regular wage, averaged over the previous 8 weeks.

Liability resulting from length of service

- B)** (1) After 3 consecutive months of employment, the employer becomes liable to pay **an** employee **an** amount equal to one week's wages as compensation for length of service.
- (2) The employer's liability for compensation for length of service increases **as** follows:
- (a) after 12 consecutive months of employment, to **an** amount equal to 2 weeks' wages;
 - (b) after 3 consecutive years of employment, to **an** amount equal to 3 weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of 8 weeks' wages.
- (3) The liability is deemed to be discharged if the employee
- (a) is given written notice of termination as follows:
 - (i) one week's notice after 3 consecutive months of employment;
 - (ii) 2 weeks' notice after 12 consecutive months of employment;
 - (iii) 3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice;
 - (b) is given a combination of notice and money equivalent to the amount the employer is liable to pay, or
 - (c) terminates the employment, retires from employment, or is dismissed for just cause.
- (4) The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by
- (a) totalling all the employee's weekly wages, at the regular wage, during the last 8 weeks in which the employee worked normal or average hours of work,
 - (b) dividing the total by 8, and

- (c) multiplying the result by the number of weeks' wages the employer is liable to pay.
- (5) For the purpose of determining the termination date, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.

Group terminations

- C)** (1) If the employment of 50 or more employees at a single location is to be terminated within any 2 month period, the employer must give written notice of **group** termination to all of the following:
- (a) each employee who will be affected;
 - (b) a trade union certified to represent, or recognized by the employer as the bargaining agent of, any affected employees;
 - (c) the **Union**.
- (2) The notice of **group** termination must **specify** all of the following:
- (a) the number of employees who will be affected;
 - (b) the effective date or dates of the termination;
 - (c) the reasons for the termination.
- (3) The notice of group termination must be given as follows:
- (a) at least 8 weeks before the effective date of the first termination, if 50 to 100 employees will be affected;
 - (b) at least 12 weeks before the effective date of the first termination, if 101 to 300 employees will be affected;
 - (c) at least 16 weeks before the effective date of the first termination, if 301 or more employees will be affected.

- (4) If **an** employee is not given notice as required by this section, the employer must give the employee termination pay instead of the required notice or a combination of notice and termination pay.
- (5) The notice and termination pay requirements of this section are in addition to the employer's liability to the employee under subsection **B**.
- (6) This section applies whether the employment is terminated by the employer or by operation of law.

Exceptions

- D)** (1) **Subsections B** and **C** do not apply to **an** employee
 - (a) employed under **an** arrangement by which
 - (i) the employer may request the employee to come to work at any time for a temporary period, and
 - (ii) the employee has the option of accepting or rejecting one or more of the temporary periods,
 - (b) employed for a definite term,
 - (c) employed for specific work to be completed in a period of up to 12 months,
 - (d) employed under an employment contract that is impossible to perform due to **an** unforeseeable event or circumstance other than receivership, action under section 427 of the **Bank** Act (Canada) or a proceeding under **an** insolvency Act,
 - (e) employed at a construction site by **an** employer whose principal business is construction, or
 - (f) who has been offered and has refused reasonable alternative employment by the employer.

- (2) If **an** employee who is employed for a definite term or specific work continues to be employed for at least 3 months after completing the definite term or specific work, the employment is
 - (a) deemed not to be for a definite term or specific work, **and**
 - (b) deemed to have started at the beginning of the definite term or specific work.
- (3) **Subsection B** does not apply to
 - (a) an employee covered by **this** collective agreement **who**
 - (i) ~~was~~ notified on being hired by the employer that the employee might be laid ~~off~~ and called back to work, and
 - (ii) is laid off or terminated as a result of the normal seasonal reduction, suspension or closure of the operation.
- (4) **Subsection C** does not apply to **an** employee who
 - (a) is offered **and** refuses alternative work **or** employment made available to the employee through a seniority system,
 - (b) is laid off or terminated as **a** result of the normal seasonal reduction, suspension or closure of **an** operation, or
 - (c) is laid off and does not return **to** work within a reasonable time after being requested to do so by the employer.

Arbitrator may determine employment has been terminated

- E)** If **a** condition of employment is substantially altered, an **arbitrator** may determine that the employment of an employee has been terminated.

Rules about notice

- F) (1)** A notice given to **an** employee under this **section** has no effect if
- (a) the notice period coincides with a period during which the employee is on annual vacation, leave, strike or lockout or is unavailable for work due to a strike or lockout or medical reasons, or
 - (b) the employment continues **after** the notice period ends.
- (2)** Once notice is given to **an** employee under **this Section**, the employee's wage rate, or any other condition of employment, must not be altered without the written consent of **the Union**.

Section 3 If upon joint investigation by the **Union** and the Company, or by decision of **an** arbitration board so appointed pursuant to the terms of this Agreement, it shall be found that **an** employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority or rank, and shall suffer no reduction in salary or benefits or any other loss. Compensation for salary lost by such employee shall be mutually agreed between the Company and the Union or **as** determined by arbitration.

ARTICLE 16 - TECHNOLOGICAL OR PROCEDURAL CHANGES

Section 1 The Company will provide the Union with at least three **(3)** months notice whenever practical of its intention to introduce automation, equipment or procedures and/or mergers with other Companies which might result in displacement or reduction of personnel or in changes of job classification.

Section 2 In cases where employees are not trainable for available positions or where other positions with the Company are not available, the employees may elect for termination of employment or may elect to be placed on the recall list. **An** employee on recall under this Section, shall receive all the benefits which he/she had accrued during employment at the end of the recall period, or at such earlier time as he/she may elect to terminate,

Section 3 A specified extension of the recall period, where recall is applied under Section 2 above, may be mutually agreed by the employee and the Company, subject to written approval by the Union.

Section 4 Severance pay as provided for in Article 13, Section 7, shall be due and payable to a displaced employee, immediately upon separation in addition to the required notice or pay, in lieu of such notice, as defined in Article 15, Section 2, **and** all vacation allowances to which the employee may be entitled.

Section 5 Where newly created or revised **jobs** are to be implemented **as** a result of a change defined in Section 1 above, the Company, **in** order of seniority, further agrees to arrange an on-the-job training program during regular working hours for those who may be affected at no cost to the employees involved. Employees so affected will be paid their appropriate hourly rate for such training purposes.

Section 6 The Company agrees to supply full and complete information to the Union **as** may be required to ensure the proper operation of this Article.

ARTICLE 17 - GENERAL

Section 1 Employees shall not be asked to make any written or verbal contract which may conflict with this Agreement or Human Rights or Labour Laws.

Section 2 Sub-Contracting

Work normally performed by employees within the bargaining unit as covered in this Agreement shall be not sub-contracted by the Company to or through employment agencies or other such sundry type overload agencies, other Company locations, or to an individual, except where qualified Union members are not available to perform the required work and/or **as** prescribed in Letter of Understanding **No. 2**, Labour Service Contract.

Section 3 Management doing Bargaining Unit Work

The Management will not perform **any** of the typical duties done by a Telereceptionist for more than five (5) hours daily, cumulative between the Management staff. These periods are for use when there is **an** abnormally high volume of calls and for the possible coverage of meal breaks and is not intended to be for multiple hours at a time or to replace a normal ~~shift~~ or major portion of a shift.

Section 4 **Picket Lines**

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of his/her duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Company **as soon as possible** of the existence of such recognized picket lines.

Section 5 **Bulletin Boards**

A bulletin board will be made available to the Union in the office for the purpose of posting Union notices relating to meetings and general Union business. A copy of each notice shall be submitted to the Company before being posted. This bulletin board shall be used for notices by the Union only.

Section 6 **Health and Safety**

The Company agrees to provide a safe, properly lighted, heated and air-conditioned place of work with restrooms and first aid facilities **as** required by applicable federal and provincial statute. The Company shall ensure that any office equipment or facility required for use in conjunction with VDT's shall meet the standards recommended by the Workers' Compensation Board. It further agrees to provide ergonomically correct chairs and equipment related to the employee's job.

Section 7 **Facilities**

The Company agrees to provide a small refrigerator, coffee station **and** microwave for the benefit of the employees.

Section 8 The Company will maintain the current pay period/pay day mechanism during the term of this agreement. Should a change to the current system become necessary, the Company shall at its first opportunity raise the issue at the Joint Committee and that Committee will insure that all involved are made aware of the change at the first possible opportunity.

Section 9 Personnel File

An employee, or a designated Union representative, with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept. An employer representative to be present as well. Photocopies of documents in the file will be provided upon request.

All reports or written complaints will have a place for the employee's signature which will indicate his/her agreement or denial of the report and its contents. The presence in the file of reports, letters or other documents can give rise to **a** grievance by the employee or the Union.

After twelve (12) months, the employee may request that any reports, letters or other documents be removed from his/her file if no further occurrences of this type have occurred in the ensuing period, during the employee's annual review.

The Company agrees not to introduce as evidence in any hearing documents of which the employee had no prior knowledge.

ARTICLE 18 - GRIEVANCE PROCEDURE

Section 1 "Grievance" means any difference or dispute concerning the interpretation, application, administration or alleged violation of this collective Agreement whether between the Company and any employee or employees bound by this collective Agreement, or **between** the Company and the Union.

Section 2 Grievances or complaints shall be settled in the following manner:

- (a) If the employee has a complaint against the Company, it shall be referred to **as** a grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Company or the Union has a complaint, it shall be referred to as a dispute or policy grievance, **and** the procedure for settlement shall commence with Step 3.

STEP 1:

The employee involved shall first take up the grievance with the Supervisor directly in charge of the work within fourteen (14) working days of the grievance arising. The employee must be accompanied and represented by an Office Steward or Representative of the Union.

Section 9 Personnel File

An employee, or a designated Union representative, with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept. An employer representative to be present as well. Photocopies of documents in the file will be provided upon request.

All reports or written complaints will have a place for the employee's signature which will indicate his/her agreement or denial of the report **and** its contents. The presence in the file of reports, letters or other documents can give rise to a grievance by the employee or the Union.

After twelve (12) months, the employee may request that any reports, letters or other documents be removed from his/her file if no further occurrences of this type have occurred in the ensuing period, during the employee's **annual** review.

The Company agrees not to introduce as evidence in any hearing documents of which the employee had no prior knowledge.

ARTICLE 18 - GRIEVANCE PROCEDURE

Section 1 "Grievance" means **any** difference or dispute concerning the interpretation, application, administration or alleged violation of this collective Agreement whether between the Company and any employee or employees bound by this collective Agreement, or between the Company and the Union.

Section 2 Grievances or complaints shall be settled in the following manner:

- (a) If the employee has a complaint against the Company, it shall be referred to **as** a grievance and the procedure for settlement shall commence with Step 1.
- (b) If the Company or the Union has a complaint, it shall be referred to **as** a dispute or policy grievance, and the procedure for settlement shall commence with Step 3.

STEP 1:

The employee involved shall first take up the grievance with the Supervisor directly in charge of the work within fourteen (14) working days of the grievance arising. The employee must be accompanied and represented by **an** Office Steward or Representative of the Union.

STEP 2:

If the grievance is not satisfactorily settled at Step 1, the employee and Office Steward **or** Representative shall submit the grievance, in writing, to the Office Manager or the Personnel Manager **as** designated by the Company, within the next fourteen **(14)** working days.

The Company will reply in writing to the grievance within fourteen **(14)** days.

STEP 3:

- (a) If a satisfactory settlement is not reached at Step 2, the grievance shall be referred within the next ten (10) working days to the Representative(s) **of** the Union **and** the Representative(s) **of** the **Company**. Failing settlement within a further ten **(10)** working days of receipt of notice, the dispute shall be referred to arbitration, **as** set forth in Article 19.
- (b) In the event **a** grievance is initiated by the Company or the Union, the **Party** initiating the grievance shall notify the other **Party**, in writing, of the nature of the dispute, and such notice shall be given within fourteen **(14)** working days of the grievance arising unless the Parties agree to an extension of time. Failing settlement within ten (10) working days **of** receipt **of** notice, the dispute may be referred to arbitration, as set forth in Article 19.

Section 3 The time limits set forth in this Article may be extended by mutual agreement between the Union **and** the Company.

ARTICLE 19 - ARBITRATION

- Section 1 (a) When any difference arises between the Parties **as** to the interpretation, application, or alleged violation **of** this Agreement, including any question **as** to whether a matter **is** arbitrable or not, the matter may be referred by either **Party** to Arbitration.
- (b) The Parties to this Agreement hereby agree to use the services of a single Arbitrator as a means of settling grievances **and** disputes.

Section 2 The **Party** desiring arbitration under this Article will notify the other **Party**, in writing, in accordance with the provisions of Section 2, Step 3 **of** Article 18. The notice **may** set out the question(s), in the opinion of the **Party** seeking arbitration, to be arbitrated.

Section 3 The Parties to the dispute will thereupon meet or correspond within ten (10) working days to decide upon **an** Arbitrator. Failing agreement upon a person willing to act, or **in** the event one of the Parties declines the procedure, either Party may apply to the Minister to appoint an Arbitrator. Hearings shall commence as soon **as** possible after the appointment of the Arbitrator.

Section 4 Upon agreed appointment **of** an Arbitrator, the Arbitrator shall hear the Parties, settle the terms of question to be arbitrated and make his award within fifteen **(15)** working days of the appointment or within such extended period **as** may be mutually agreed **to** by the Parties to the dispute. The Arbitrator shall deliver his award, in writing, to each of the Parties and the award shall be final and binding on the Parties, and shall be carried out forthwith. The Arbitrator shall not be vested with the power to change, **modify** or alter any of the terms **of** this Agreement.

Section 5 Each Party shall pay their own costs and expenses of the Arbitration **and** one-half ($\frac{1}{2}$) the remuneration and disbursements or expenses of the Arbitrator, unless otherwise ordered **by** the Arbitrator.

ARTICLE 20 - DAYLIGHT SAVINGS/PACIFIC STANDARD TIME

Section 1 The employees working on the night shift and day shift affected by the changeover shall be paid for the actual hours worked.

ARTICLE 21 - DURATION

Section 1 This Collective Agreement shall be in full force and effect from and including **October 1, 2001** to and including **September 30, 2003** and shall continue in full force and effect **from** year to year thereafter subject to the right of either party **to** this Collective Agreement within four **(4)** months immediately preceding **September 30, 2003** or immediately preceding the anniversary date in **any** year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give Written notice to the other party pursuant hereto, **this** Collective Agreement shall thereafter continue in full force and effect the parties shall conclude a renewal or revision of this Collective Agreement or a new Collective Agreement.

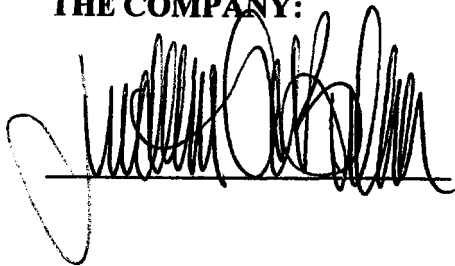
Section 3 Severability

In the event that **any** provision of this Agreement shall at **any** time be declared invalid by **any** court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement. It is the express intention of the Parties hereto that all other provisions not declared invalid shall remain in full force and effect.

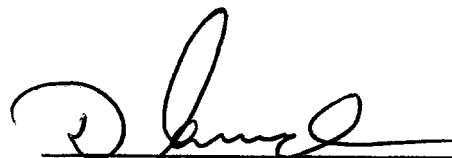
The parties agree to recommend the terms **and** conditions contained herein subject to ratification by the employees **and** the shareholders of the **Company** .

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day **and year** first above written.

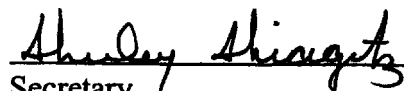
**SIGNED ON BEHALF OF
THE COMPANY:**



**SIGNED ON BEHALF OF
THE UNION:**



President



Secretary



Business Manager

APPENDIX "A"
Job Classifications and Hourly Wage Rates

Wage Increase at:	Current	Oct. 1, 2001	Oct. 1, 2002
Probationary/casual 3 rd month	7.75	8.00	8.00
4 th month	8.15	8.23	8.31
13 th month	8.40	8.48	8.56
25 th month	8.95	9.04	9.13
37 th month	9.45	9.54	9.64
49 th month	9.95	10.05	10.15
61 st month	10.50	10.60	10.71
73 rd month	10.55	10.65	10.76
85 th month	10.80	10.91	11.02
97 th month	11.05	11.16	11.27
109 th month	11.25	11.36	11.47
121 st month	11.50	11.62	11.74
133 rd month	11.73	11.85	11.97

The 2002 wage increase will be subject to review with the Union in September 2002 to address a possible further increase to two (2%) percent. The following conditions must be met:

- the profit margin on average must not have dropped below fifteen (15%) percent and in the last quarter be consistently hitting twenty (20%) percent.

LETTER OF UNDERSTANDING NO. 1

BETWEEN: TIGER TEL COMMUNICATIONS INC.

AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882

JOINT COMMITTEE

Purpose:

To create an environment, away from the collective bargaining process, that will lead to better understanding and communications between the parties and allow them to deal with ongoing concerns and concerns which may arise ~~from~~ time to time in a non-adversarial **and** consultative manner.

Scope:

The scope of the issues to be brought before **this** committee shall be decided by the committee and is limited only by the parties agreement to specifically ~~exclude~~ certain matters.

The parties specifically agree to discuss and, where possible, reach resolution on the following items or any other issues which may arise during the term of this agreement

- to establish policy(s) regarding work error levels and mechanisms for the reporting of such errors and the corrective measures to be undertaken in such **an** event;
- to develop workable policies to deal with the presence of food and drink in the work area and the taking of breaks during the work day;
- to develop guidelines/policy(s) dealing with the equitable distribution of overtime and the replacement of staff by qualified staff based on seniority;
- to deal with issues and concerns that arise regarding the physical work environment;
- to create a forum in which new ideas or suggestions can be brought forward that would enhance the performance of management and staff and hence increase the perceived value of their work.

The Employer will implement a process wherein a member chosen by the Union will become a worker health **and** safety representative and be involved in the process of setting up a system of observing, reporting and investigating incidents of workplace safety. This process will also require the employee to participate in inspections, investigations and inquiries **in** relation to workplace safety. At such time **as** the Act requires an occupational Health and Safety Committee to meet the requirements according to the number of people employed, then such committee will be struck.

It is understood that the member involved in this process will be paid straight time for all hours spent while involved in this process.

Committee Makeup:

Initially the committee shall consist of two (2) representatives of both the Company and the Union. By mutual agreement, the size of the committee can be increased in a 1:1 ratio of the parties. At the outset, the makeup of the Company representatives should include at least one member of the supervisory staff. The makeup of the Union committee should include one member who is not a business agent or a shop steward.

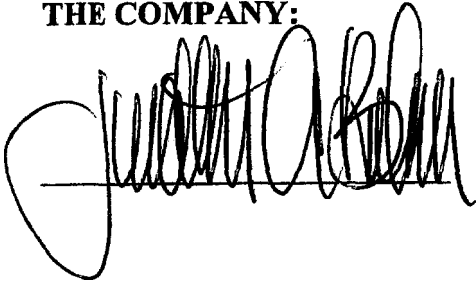
The parties can agree to have additional observers present at the meetings for the purpose of training. These observers may not take part in the discussions at the meetings unless there is unanimous agreement of the members of the committee.

The parties may also agree to invite guests to the meetings to provide information or assist them in reaching consensus on issues before them.

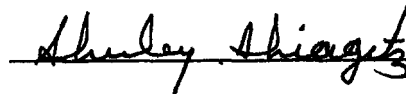
Meeting Schedule:

The first meeting of committee shall occur in the first month following ratification of the Collective Agreement and then take place once monthly unless otherwise agreed by the parties.

**SIGNED ON BEHALF OF
THE COMPANY:**



**SIGNED ON BEHALF OF
THE UNION:**



LETTER OF UNDERSTANDING NO. 2

BETWEEN: TIGER TEL COMMUNICATIONS INC.

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882**

INBOUND SERVICE CONTRACTS

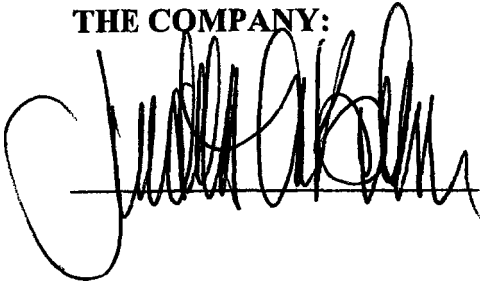
The parties agree that for the duration of this Agreement the Company may secure such contract work referred to as **INBOUND SERVICE CONTRACTS**.

It is understood that such work is of a temporary nature **and any** employee hired **as** prescribed in this Letter of Understanding shall not be covered by this Agreement.

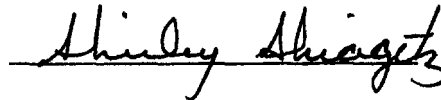
It is understood that if the term of the **INBOUND SERVICE CONTRACTS** exceed four **(4)** months those employees shall become members of the Union and be covered by the Agreement.

It is understood that the terms of such **INBOUND SERVICE CONTRACTS** may be extended by mutual consent between the Company and the Union.

**SIGNED ON BEHALF OF
THE COMPANY:**



**SIGNED ON BEHALF OF
THE UNION:**



LETTER OF UNDERSTANDING NO. 3

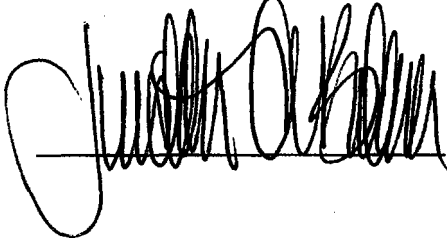
BETWEEN: TIGER TEL COMMUNICATIONS INC.

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882**

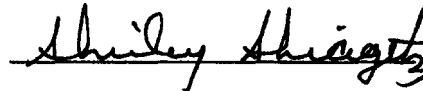
SICK LEAVE

The parties agree that for the duration of this Agreement any employee who presently receives sick leave credits in excess of such benefits provided for in this Collective Agreement shall continue to receive such level of sick leave benefit.

**SIGNED ON BEHALF OF
THE COMPANY :**



**SIGNED ON BEHALF OF
THE UNION :**



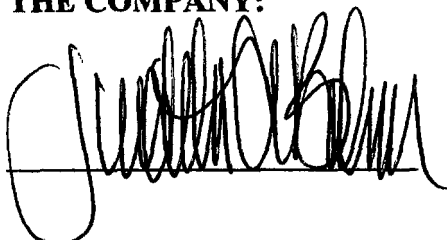
LETTER OF UNDERSTANDING NO. 4

BETWEEN: TIGER TEL COMMUNICATIONS INC.

**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882**

The Company and the Union agree that for a period of six (6) months any vacancy of fifteen (15) shifts or more shall be posted as per Article 12, Section 1 of this Agreement. The Company and the Union further agree that in event that the posting of vacancies as prescribed herein becomes unmanageable the parties will meet to discuss the issue.

**SIGNED ON BEHALF OF
THE COMPANY:**



**SIGNED ON BEHALF OF
THE UNION:**

