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

**Term of Agreement: October 1, 2003 to September 30, 2005**

12892(02)

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**THIS AGREEMENT** executed the **30<sup>th</sup>** day of **September, 2003**

**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 characteristic 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 Representatives 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.

**It is understood that this section is in relation to changes made on a permanent basis except in the case of an emergency situation where upon it will be with the mutual agreement of the employee and the union.**

### **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 **(8 ½)** 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. **Seniority for the current year would prevail.**

e.g.:	Vacation Earned	Vacation Period
	1995	Jan 1/95 - Mar 31/96
	1996	Jan 1/96 - Mar 31/97

### 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 from 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. The Employer **will make every effort to allow one (1) person on each shift to go on vacation at a time.**

### 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, **grandchildren**, 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~~.

### (11) 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.

**(II) Benefits Continuation**

- (a) For leaves taken pursuant to Article 9, Sections 5 ~~(I)~~ **(II)**, for the first twenty (20) days of such leave, the employee shall be entitled to the benefits applicable to other leaves of absence.
- (b) For the balance of the leaves taken pursuant to Article 9, Sections 5 **(I)** and **(II)**, the Employer shall maintain coverage for medical, extended health, dental group life and shall pay the Employer's share of these premiums.
- (c) Notwithstanding (b) above, should an Employee be deemed **to** have resigned **in** accordance with Article 9, Section 5 **(IV)**, or fail to remain in the employ of the Employer for at least six (6) months after their return to work, the Employer will recover monies paid pursuant **to** this Article on a pro-rated basis.

**(IV) Deemed Resignation**

An employees shall be deemed to have resigned on the date upon which leave pursuant to Article 9, Sections 5 **(I)** or **(11)** commenced, unless they advised the Employer of their intent to return to work one **(1)** month prior to the expiration of the leave taken pursuant to Article 9, Section 5, or if they do not return **to** work after having given such advice.



(V) Entitlements Upon Return to Work

- (a) Notwithstanding Article 8 - Annual Vacations; vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 9, Sections 5 (b) (II), providing the employee returns to work as a Regular Employee for a period of not less than **six (6)** months. Vacation earned pursuant to this Article may be carried over to the following year.
- (b) Upon return to work, the employee shall continue in her former position without loss of prerequisites accumulated up to the date of commencement of the maternity or parental leave of absence without pay.
- (c) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity or parental leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work as a Regular Employee for a period of not less than six (6) months following the expiration of the subsequent maternity or parental leave.

(VI) 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.

## **ARTICLE 10 - SICK LEAVE , WELFARE PLANS AND PENSION PLAN**

### **Section 1**

Regular employees shall be entitled to the following sick leave provisions:

Employees will be entitled to six (6) fully paid sick days.

The employee after three (3) days absence due to sickness upon request by the Company, may be, required to supply a doctor's certificate. The Company shall be responsible for the cost of such certificate.

The first two (2) days of absence due to illness for each incident is unpaid; i.e., **an** employee with seven months of service has six consecutive sick days, the first two (2) are unpaid then up to the next six (6) days will be paid, provided that employee has no other paid sick time in that year.

### **Section 2 Welfare**

The Employer agrees to provide the B.C. Medical Plan (MSP), Life Insurance (to a maximum of \$10,000), Accidental Death and Dismemberment (AD&D), and a major medical plan that includes major medical (including prescriptions), and vision care, which costs shall be shared **as** follows;

**Any** changes to the welfare plan shall require the mutually agreement of the Company **and** the Union.

#### **BC Medical (MSP)**

The **costs** of the BC Medical plan shall be as follows:

Employer shall pay **fifty**(50%) percent and the employee shall pay fifty percent (50%) of total costs.

#### **Group Insurance Plan (Great West Life)**

Includes Major Medical (including prescriptions), Vision Care, Life Insurance (to a maximum of \$10,000) & AD & D (accidental death & dismemberment)

The costs of the Group Insurance Plan are as follows:

Employer shall pay fifty percent (**50%**) and the employee shall pay fifty percent (50%) of total costs.

### **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 employees 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. **The Company agrees to have Occupational Health and Safety (OH&S) meetings as required under the Workers' Compensation Act.**

**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.

**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, 2003** to and including September **30, 2005** 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, 2005** 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.

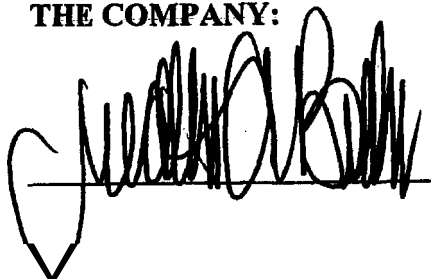
### **Section 2** Severability

**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.

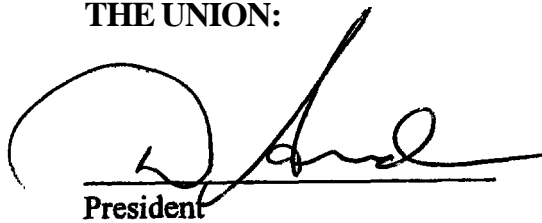
**SIGNED ON BEHALF OF  
THE COMPANY:**



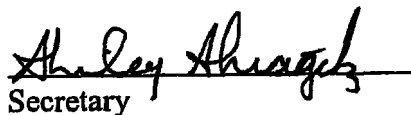
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**SIGNED ON BEHALF OF  
THE UNION:**



President



Secretary



Business Manager

**APPENDIX "A"**  
**Job Classifications and Hourly Wage Rates**

<b>Wage Increase at:</b>	<b>Current</b>	<b>Oct.1, 2003</b>	<b>Oct.1, 2004</b>
Probationary/ Casual 3 <sup>rd</sup> month	8	<b>8.25</b>	<b>8.25</b>
13 <sup>th</sup> month	8.56	<b>8.56</b>	<b>8.65</b>
25 <sup>th</sup> month	<b>9.13</b>	9.13	<b>9.13</b>
37 <sup>th</sup> month	<b>9.64</b>	9.74	<b>9.74</b>
49 <sup>th</sup> month	<b>10.15</b>	<b>10.25</b>	<b>10.35</b>
61 <sup>st</sup> month	<b>10.71</b>	<b>10.71</b>	<b>10.71</b>
73 <sup>rd</sup> month	<b>10.76</b>	<b>10.87</b>	<b>10.98</b>
85 <sup>th</sup> month	11.02	<b>11.19</b>	<b>11.36</b>
97 <sup>th</sup> month	<b>11.27</b>	<b>11.44</b>	<b>11.61</b>
109 <sup>th</sup> month	<b>11.47</b>	<b>11.7</b>	<b>11.93</b>
121 <sup>st</sup> month	<b>11.74</b>	<b>11.97</b>	<b>12.21</b>
133 <sup>rd</sup> month	<b>11.97</b>	<b>12.21</b>	<b>12.45</b>

## 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 increases 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.

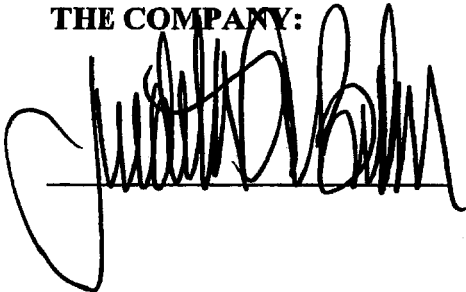
The parties can agree to have additional observers present at the meetings for the purpose of training. These observers may not take part in the discussions at the meetings unless there is unanimous agreement of the members of the committee.

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.

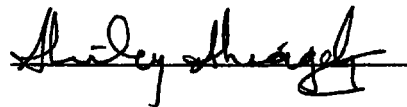
**SIGNED ON BEHALF OF  
THE COMPANY:**



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**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**

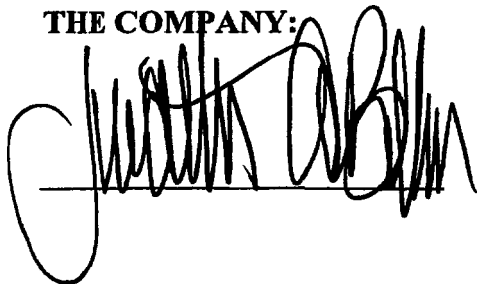
The parties agree that for the duration of this Agreement the Company may secure such contract work referred to as **INBOUND SERVICE CONTRACTS**.

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.

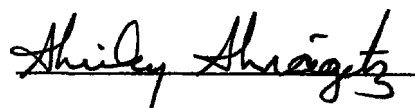
**SIGNED ON BEHALF OF  
THE COMPANY:**



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**SIGNED ON BEHALF OF  
THE UNION:**





**LETTER OF UNDERSTANDING NO. 3**

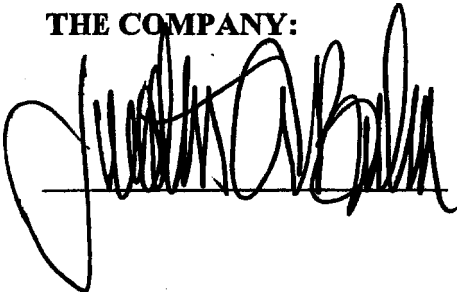
**BETWEEN: TIGER TEL COMMUNICATIONS INC.**

**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.

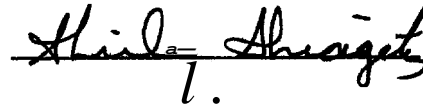
**SIGNED ON BEHALF OF  
THE COMPANY:**



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**SIGNED ON BEHALF OF  
THE UNION:**



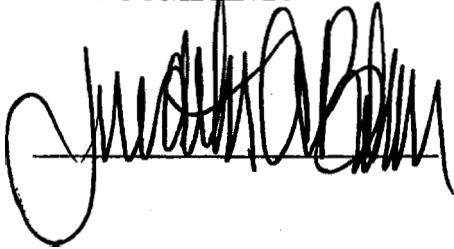
**LETTER OF UNDERSTANDING NO. 4**

**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.

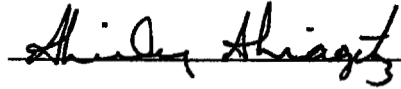
**SIGNED ON BEHALF OF  
THE COMPANY:**



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**SIGNED ON BEHALF OF  
THE UNION:**



**LETTER OF UNDERSTANDING NO, 5**

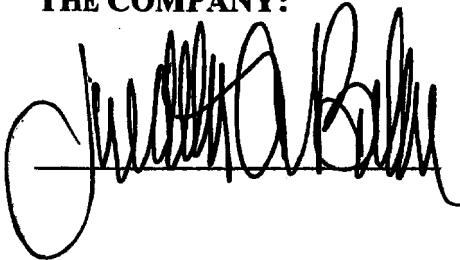
**BETWEEN: TIGER TEL COMMUNICATIONS INC.**

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

**STAFFING LEVELS**

It is understood between the parties that if the Company determines there is a measurable increase in the client base and the call traffic load increases beyond the capabilities of the staff currently in place, then shifts will be added to cover these periods on a casual basis. If such periods become permanent and not from temporary accounts then staffing will be reviewed to look at increasing or restoring permanent positions as needed and for as long as needed.

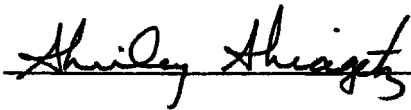
**SIGNED ON BEHALF OF  
THE COMPANY:**



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**SIGNED ON BEHALF OF  
THE UNION:**



**LETTER OF UNDERSTANDING NO. 6**

**BETWEEN: TIGER TEL COMMUNICATIONS INC.**

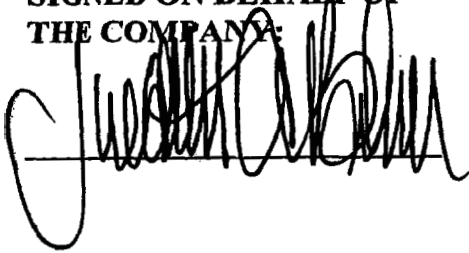
**AND: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 882**

**CASUAL EMPLOYEES**

**Casual employees may be called in for periods of a minimum of two (2) hours, to cover in the case of emergencies or for relief during peak periods.**

**(This will be reviewed during the next round of negotiations.)**

**SIGNED ON BEHALF OF  
THE COMPANY:**



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**SIGNED ON BEHALF OF  
THE UNION:**

