

ARTICLE 1 – SCOPE

The scope of the Bargaining Unit shall be all employees of the Company covered by the British Columbia Labour Relations Board certification order dated 5 May 1998, as amended from time to time.

ARTICLE 2 – DEFINITIONS

1. Probationary employee – an employee who has worked fewer than sixty (60) shifts or three (3) months, whichever comes first.
2. Regular employee – an employee who has completed the probationary period.
3. Regular part-time employee – an employee who works twenty (20) to thirty (30) hours per week.
4. Regular full-time employee – an employee who works thirty (30) hours per week or more.
5. Casual part-time employee – an employee who works less than twenty (20) hours per week.
6. Inbound Service Contract – a short term, high volume contract which is different than the Company's normal business.

ARTICLE 3 – UNION RECOGNITION

The Company or anyone authorized to act on its behalf recognizes the Telecommunications Workers Union as the sole collective bargaining agent for the employees covered by this agreement and agrees to negotiate with the Union or its designated bargaining representatives in any negotiable matters affecting the relationship between the Company and its employees.

ARTICLE 4 – DISCRIMINATION

The Company shall treat all the employees in a just and equitable manner, consistent with the terms of this Agreement.

The Company shall not discriminate on the basis of race, creed, colour, sex, sexual orientation, physical disability or age and as otherwise provided by the Canadian and British Columbia Human Rights Acts.

The Company shall not discriminate against any employee for membership in or for activities on behalf of the Union or for membership in any accredited trade union.

ARTICLE 5 – UNION SECURITY

All employees presently members of the Union shall remain members of the Union, and all newly hired employees shall become members of the Union upon completion of their probationary period and remain members during the life of this Agreement as a condition of employment.

ARTICLE 6 – UNION DUES

The Company shall deduct Union dues and other amounts chargeable by the Union from the daily wages of all employees. This amount shall be forwarded monthly by the Company to the Union, along with the names, social insurance numbers, total hours worked and gross pay of all employees.

The Company agrees to provide the Union in writing with the name, address, and date of hire of each employee. The Company shall provide the Union once per month a list of all employees whose employment has been terminated during the previous month as well as other information related to changes in employees' status with the Company.

ARTICLE 7 – GRIEVANCE PROCEDURE

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, health and safety standards, or regulations governing employment shall be dealt with in the following manner:

Step One: The employee shall discuss the matter with a Shop Steward together with the Company representative.

Step Two: If the grievance is not resolved at Step One, it shall be put in writing and delivered to a designated Company representative. The grievance shall be discussed, within seven (7) days, between the Shop Steward, grievor and a designated Company representative.

Step Three: If the grievance is not resolved at Step Two, a meeting shall be scheduled between a Union Business Agent and/or designated Union Counsellor, Shop Steward, and a Representative of the Company within fifteen (15) days of the Step Two meeting.

Grievances shall be taken up on Company time during regular working hours.

The Company shall render its decision in writing to the Union within seven (7) days of the Step Two and Step Three meetings. Time limits may only be changed by mutual agreement between the Union and the Company.

If the grievance is not resolved at Step Three, either party may refer the matter to arbitration within thirty (30) days of the Step Three meeting. Arbitration proceedings shall be instituted by service of a written notice to arbitrate by either party upon the other.

ARTICLE 8 – ARBITRATION

Where a difference arises between the parties during the term of this Collective Agreement relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, the matter may be referred to an Arbitrator by either Party.

1. The right to arbitration shall not extend to any matters other than those concerning the interpretation, application, administration, or alleged violation of this Agreement.
2. Arbitration proceedings shall be instituted by service of a written notice to arbitrate by either party upon the other. Within seven (7) days of the service of such notice, each party shall propose an Arbitrator to hear the issue. If agreement on the selection of an Arbitrator is not reached within fourteen (14) days of the notice to arbitrate, a request shall be made to the Minister of Labour to appoint an Arbitrator.
3. The Arbitrator shall not have power to alter or change any of the provisions of this Agreement, or to substitute new provisions for any existing provisions thereof, and in reaching its decision he/she shall be bound by the terms and provisions of this Agreement.
4. The Arbitrator shall, before the hearing, require the representatives of the parties to appear before him/her to define the questions of interpretation or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. All steps in connection with the arbitration shall be taken as expeditiously as possible.
5. The Arbitrator shall complete his/her sittings and hand down his/her decision within thirty (30) days of his/her appointment, unless this time limit is extended by the mutual consent of the Union and the Company.

6. Each party shall pay one-half (1/2) the fees and expenses of the Arbitrator and any clerk or stenographer whom the Board of Arbitration may require, as well as the full costs of its own witnesses.
7. If the Union submits a disciplinary case to arbitration, the Arbitrator shall have the authority to substitute a lesser penalty if, in the Arbitrator's opinion, the Company's discipline was too severe.
8. The decision of the Arbitrator shall be final and binding on the parties.

Expedited Arbitration

Should a matter not be resolved and an Arbitrator be required to resolve the issue, upon mutual agreement the parties may use the Expedited Arbitration Procedure as outlined in Section 104 and 105 of Bill 84 - 1992, the Labour Relations Code.

ARTICLE 9 – TIME OFF

1. No employee shall suffer any loss in normal pay for time off attending or travelling to or from a meeting between the Company and a duly-appointed committee of the Union in the course of a normal work day.
2. An employee shall be allowed any reasonable time off without pay for Union business in addition to any time spent attending or travelling from a meeting with the Company. Should the time required be inconvenient to the Company, it may be postponed up to seven (7) calendar days upon notification by the Company.
3. A Union representative attending a meeting with the Company on his or her own time shall be granted equal time off at a mutually acceptable time. It will be the responsibility of the employee to keep records of time spent in such meetings and to submit them to the Company for compensation.
4. Members of the Union Bargaining Committee shall be paid by the Company during contract negotiations for all time spent negotiating with the Company. The Union shall reimburse the Company for such pay.

ARTICLE 10 – PAYMENT OF WAGES

Each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

The Company may not make deductions from wages unless authorized by statute, court order, arbitration decision, or this agreement.

Wages shall be paid by electronic funds transfer every second Thursday, and pay stubs will be provided to employees in a closed, sealed envelope wherever possible every second Thursday and in all cases within 72 hours.

An employee may select pay cheques as a means of payment only where exceptional circumstances exist and with the approval of the Regional Manager. Such approval shall not be unreasonably withheld.

Wherever possible, pay cheques shall be delivered on the same day the electronic funds transfer takes place; however, in exceptional circumstances, pay cheques may be delayed by up to 72 hours.

ARTICLE 11 – HOLIDAYS

1. The following days shall be observed as paid holidays:

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

and any other statutory holiday declared by either the Federal or Provincial governments.

2. An employee is eligible for general holidays after being employed for thirty (30) days.

Working on a holiday entitles the employee to time and one-half for the first seven and one-half (7.5) hours worked and double time for all hours worked in excess of seven and one-half (7.5) hours, and the employee may choose to take another day off with pay at a mutually agreed-to time or one (1) day's pay.

ARTICLE 12 – VACATIONS AND VACATION PAY

1. Employees shall be entitled to annual vacations on the basis of their length of employment:

Length of Employment	Length of Vacation
after one (1) year	two (2) weeks
after five (5) years	three (3) weeks
after ten (10) years	four (4) weeks

2. The Company shall allow a minimum of 10% of employees off on vacation at one time.
3. Vacation schedules shall be posted on December 1 to allow employees to select any vacation period in the first four (4) months. Selections for the first four (4) month period need not be the employees' first choice.

All other vacation selections shall be completed by March 15, although it is understood that later additions or changes can be made by mutual agreement.

Employees shall select their vacation periods in order of seniority; however, only one vacation period shall be selected by seniority until all employees have selected one period.

Subsequently, all employees who have chosen to take their vacations in broken periods shall select in order of seniority for a second vacation period and again for subsequent periods until all periods are chosen.

4. Between December 15 and January 15, vacation selection shall be by seniority; however, an employee who has selected vacation in that period shall not again select vacation in that period until all other employees have had an opportunity to make such a selection.
5. Between May 1 and September 30, vacation periods selected shall be a maximum of two (2) weeks in length.
6. If a statutory holiday falls within the employee's vacation period, the Company will allow the employee a compensatory day off with pay. Wherever possible, the extra day will be granted on one of the days adjacent to the employee's vacation period or as otherwise agreed to between the Company and the employee.

Vacation Pay:

1. Employees shall be entitled to vacation pay on the basis of their length of employment:

Length of Employment	Vacation Pay
hiring date to five (5) years	4% of gross pay
after five (5) years to ten (10) years	6% of gross pay
after ten (10) years	8% of gross pay

2. Employees may choose upon their written request to receive their vacation pay with a covering statement of deductions one (1) week prior to their scheduled vacation period.
3. Employees may choose upon their written request to receive their vacation pay each and every pay-day for a minimum 6-month period.

4. The Company shall pay any vacation pay due to an employee and not paid out under 2 or 3 above to that employee on the last pay-day of the calendar year or the first pay-day of the following year.

ARTICLE 13 – SENIORITY

An employee's seniority shall be determined by the date on which he/she was hired by the Company.

Assignment of work shall be done by:

- (a) seniority
- (b) skill

When skill is relatively equal, (a) will decide. **The Company will not apply skill measurement in an arbitrary or capricious manner.**

ARTICLE 14 – SCHEDULED INCREASES

1. Wage increases shall be paid according to the wage schedules as set forth in Appendix 1 of this Agreement.
2. Increases shall be effective on the 1st of the month. Increases falling due between the 1st and 15th of the month inclusively shall be effective from the 1st of the month; increases falling due between the 16th and the last day of the month inclusively shall be effective from the 1st of the following month.

ARTICLE 15 – OVERTIME COMPENSATION

The working of overtime shall be on a voluntary basis and shall be offered on the basis of seniority. Overtime shall be kept to a minimum.

1. When overtime is worked, overtime rates of pay shall be paid:
 - (a) On a daily basis, time and one-half the regular rate for all hours worked in excess of seven and one-half (7.5) in the day and double time for all hours worked in excess of **ten (10)** hours.

- (b) On a weekly basis, time and one-half for all hours worked in excess of thirty-seven and one-half (37.5) in the week and double time for all hours worked in excess of **forty-five (45)** hours in the week.

Overtime Breaks: If an employee is requested to work one hour or more beyond the end of his/her shift and agrees to do so, a paid **fifteen (15) minute** rest period shall be provided as soon as reasonably possible. In addition, if the employee works overtime such that the employee works more than five (5) hours beyond the end of his/her shift, then a further fifteen (15) minute paid rest period shall be provided. In addition, under these circumstances, the Company will either provide a meal or pay the employee a meal allowance of \$6.00.

Extreme Weather or Act of God

In the event of extreme weather or an act of God, an employee may be required to remain on duty. Management will do everything reasonably possible to obtain relief for that employee and will pay any unusual transportation costs for the employee required to remain on duty and for the relief employee.

When an employee is required to remain on duty under this provision, they shall be paid double time for all hours so worked.

ARTICLE 16 – SCHEDULING

1. It is the sole discretion of the company to determine which tours of shifts shall be worked, subject to Article 35, No. 6.
2. Schedules shall cover a four (4) week period and shall be posted ten (10) days prior to the date on which they become effective to allow employees to be informed of the shifts that they are scheduled.
3. Employees shall select tours of shifts on the basis of seniority.
4. If a schedule has been posted and it is cancelled on less than twenty-four (24) hours' notice, employees scheduled to work shall be paid as if they had worked the posted hours.
5. No employee will be required to work more than two (2) Saturdays and two (2) Sundays in any four (4) week period.
6. Upon forty-eight (48) hours' notice, an employee may trade his or her shift with the approval of management, provided that no additional costs are incurred by the company.

ARTICLE 17 – DIFFERENTIALS

1. An employee who works afternoon shift shall receive a differential of \$1.50 per day **or \$0.25 per hour, whichever is greater.**
2. An employee who works graveyard shift shall receive a differential of \$2.00 per day **or \$0.30 per hour, whichever is greater.**
3. An employee who is assigned as a trainer of new employees shall receive a differential of \$0.40 per hour worked training new employees.
4. An employee assigned to do work normally done by management employees shall receive a differential of \$0.40 per hour so worked.

ARTICLE 18 – DISCIPLINE

No employee bound by this Agreement will be disciplined, suspended or discharged except for just and reasonable cause.

When management deems that conduct requiring discipline has occurred, it will pursue the following progressive steps:

1. The supervisor will issue verbal warnings. Written notice of such warnings will be provided to the Union.
2. If that conduct is repeated, the supervisor will issue a written warning. A copy of such warning will be provided to the Union, and the employee will be interviewed by either the Regional Manager or their designate in the presence of a Union representative.
3. After 1 and 2 above have been completed and if that conduct which management deems requires discipline is repeated, the employee shall be subject to suspension. Notice of any such suspension will be provided in writing to the Union, and the employee will again be interviewed by either the Regional Manager or their designate in the presence of a Union representative.
4. After 1, 2 and 3 above have been completed and if that conduct which management deems requires discipline is repeated, the employee shall be subject to discharge. Notice of any such discharge will be provided in writing to the Union, and the employee will again be interviewed by either the Regional Manager or their designate in the presence of a Union representative.

In exceptional circumstances involving incidents of theft of services or property, violence in the workplace, intoxication or possession of illegal substances in the workplace, or systems security breaches when management deems that serious misconduct requiring exceptional discipline has occurred, the Company may proceed to step 3 or step 4 above, whichever is just and reasonable without completing the previous steps.

ARTICLE 19 – DISCIPLINE RECORDS

A copy of any disciplinary note which is placed in an employee's file, including any written record of a verbal warning, shall be sent to the Union office, with a copy presented to a Shop Steward. If the employee does not receive further progressive discipline during the one (1) year period from the date of the occurrence upon which the disciplinary entry was based and the employee was not suspended, the Company will remove such note or record from the employee's file and be barred from using that entry in any further disciplinary action. If an employee was suspended and does not receive further progressive discipline during the five (5) year period from the date of the occurrence upon which the suspension was based, the Company will remove any note or record of the suspension from the employee's file and be barred from using that entry in further disciplinary action.

ARTICLE 20 – NEWLY HIRED PERSONNEL

New employees shall be advised, on their first day of work, the names and location of the Shop Stewards who will provide the employee with a copy of the Collective Agreement, a list of Health and Safety Committee members and any other pertinent Union information. As soon as possible and within the probationary period, one (1) Shop Steward shall be permitted approximately 15 minutes for an orientation with new employees.

The new employee will report to the Manager, who will ensure the following documents are provided to the employee:

- (a) Set of Company rules
- (b) List of Safety Procedures and instructions on location of exits

The Personnel Supervisor shall explain hours of work and when lunch and coffee breaks occur.

New employees shall receive sufficient training prior to beginning their work.

ARTICLE 21 – LAYOFF

Layoffs shall be carried out on the basis of seniority. Employees shall be laid off in the reverse order of their seniority, with the least senior employee being laid off first.

Recall shall be on the following basis: The last laid off shall be the first recalled; laid off employees will be recalled before new employees are hired.

During the layoff, an employee shall maintain and accumulate seniority for the period of their lay-off.

It is the employee's responsibility to keep the Company informed of any change in his or her address, phone number and availability for work.

The Company shall, by way of a telephone call and registered letter, contact laid-off employees about returning to work. After being contacted, the laid-off employee shall contact the Company within seven (7) days and inform the Company of the employee's intention to return to work.

After being contacted about returning to work, the employee shall have thirty (30) days to return to work.

ARTICLE 22 – CONTRACTING OUT

The Company shall not contract out work normally performed by employees within the Bargaining Unit.

ARTICLE 23 – TECHNOLOGICAL CHANGE

When the Company introduces technological change, Article 54 of the Labour Relations Code shall apply.

ARTICLE 24 – PENSION AND MEDICAL BENEFITS

Pensions

The Company shall at the request of an employee establish a Registered Retirement Savings Plan in the name of that employee at a financial institution determined by the Company.

The employee shall designate the percentage of their gross earnings to be deducted bi-weekly for R.R.S.P. contributions.

The Company shall deposit all R.R.S.P. funds within fourteen (14) days of the end of the month in which the deductions were earned.

The employee may from time to time change the percentage of their contributions, provided they do so in writing at least fourteen (14) days before the pay day the change is to be effective.

Medical Benefits

1. The Company will contribute monthly on behalf of employees fifty percent (50%) of the applicable premium for basic medical coverage as provided under the applicable plans of the Medical Services Plan of B.C.
2. The Company will contribute monthly on behalf of the employees fifty percent (50%) of the cost of the Company's Extended Care Package.
3. Contributions will continue on behalf of employees who are absent through sickness, accident, or on maternity or parental leave up to a maximum of six (6) months.

ARTICLE 25 – BRIDGING OF SERVICE

After five (5) years of employment, an employee will have his/her previous existing time of employment bridged. That is, the length of the earlier period of employment will be added to the length of the current period of employment to determine the employee's seniority with the Company.

ARTICLE 26 – PAY PROVISIONS FOR ABSENT EMPLOYEES

Bereavement Leave

If one of the following relatives of an employee dies, the employee shall be entitled to three (3) consecutive calendar days off either at the time of death or to attend a funeral: Spouse, Father, Mother, Legal Guardian, Son, Daughter, Brother, Sister, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandfather, Grandmother and Grandchild, Common-law spouse, Son-in-law, Daughter-in-law. Any of those days which fall on a day the employee is scheduled to work will be paid at the employee's regular hourly rate of pay

It is not intended to provide time off at a future date at the discretion of the employee.

If bereavement leave falls during vacation periods, the employee will be granted one and one-half (1.5) paid days off at a mutually agreeable time.

Jury Duty

An employee who is called for jury duty or who is subpoenaed as a witness will receive for each day of absence, to a maximum of 30 calendar days, the difference between his or her regular pay, computed at the employee's hourly wage rate as currently scheduled, and the amount of jury fee received, providing that the employee furnishes the Company with a receipt signed by the proper court officer showing the amount of jury fees received.

ARTICLE 27 – DISABILITY AND LIFE INSURANCE

Short Term Disability

Employees absent from work due to sickness or non-occupational accident for more than **two (2)** consecutive days shall be entitled to five (5) paid sick days per year, and any days not used in that year shall be accumulated up to a maximum of ten (10) days. **At the Company's request a doctor's certificate may be required to confirm the reason for absence. The cost of providing such a certificate will be borne by the Company.**

Life Insurance

The Company shall pay 100% of the cost of Life Insurance. For each employee, the amount of the Life Insurance shall be one year of the employee's gross pay up to a maximum of \$20,000.00.

ARTICLE 28 – OCCUPATIONAL DISABILITY

Employees waiting for Workers' Compensation Benefits shall be paid fifty percent (50%) of their average weekly pay until they receive the appropriate benefit, to a maximum of seven hundred and fifty dollars (\$750.00). Any overpayment made by the Company to the employee shall be returned to the Company. Employees waiting for Workers' Compensation Benefits must submit proof of claim to the Company.

ARTICLE 29 – LEAVES OF ABSENCE FOR UNION BUSINESS

With fourteen (14) days' written notice, employees who are appointed or elected to do business for the Union shall be granted leaves of absence without pay to carry out such business to a maximum of four (4) years. These employees shall continue to accumulate seniority for the period covered by this Agreement and, upon giving the Company thirty (30) days' notice in writing of their intention to return to work, shall be reinstated in the job held prior to the leave of

absence at the wage rate received at the start of the leave pending reorientation. Having completed reorientation, the employees' pay will be set at the level commensurate with their seniority. The reorientation period shall be two (2) weeks per year to a maximum of eight (8) weeks.

Leaves of absence of up to four (4) weeks for the purpose of attending Union schools, conventions, conferences, or negotiations of this Agreement shall be granted by the Company in response to a written request from the Union. The Union shall give the Company written notice of not less than fourteen (14) days before the requested leave is to commence. If a request for an extension of a leave of absence is made prior to the expiration of the leave, it shall be granted.

ARTICLE 30 – PERSONAL LEAVES OF ABSENCE

The Company shall grant employees time off without pay, to a maximum of twelve (12) weeks, for good and sufficient reason. "Good and sufficient reason" as referred to herein shall be the subject of mutual agreement between the Company and the Union and shall not be established arbitrarily by either party.

Maternity Leave and Parental Leave

Maternity leave and parental leave shall be as outlined in the BC Employment Standards Act. An employee will be reinstated at the expiry of the leave to their normal job or one of equal rating. Seniority shall accumulate through such periods of leave.

ARTICLE 31 – PICKETING

The Company agrees that no employee shall be required to cross any picket line until clearance has been obtained from the President of the Union or his/her appointee. The Union will make prompt investigation of any picketing situation involving Company employees. In the case of a legal picket, the Union will make every effort to obtain clearance from the affected Union.

ARTICLE 32 – COMPANY TRAINING AND COURSES

Training shall be provided to all employees on a fair and equitable basis. The Company shall ensure that all employees receive the training required to provide high quality service and to ensure that work is distributed equitably among all members of the work force.

Continuing employees who are asked to train new employees shall receive the requisite instruction needed for them to carry out effective training. They shall be paid their normal hourly wage for the time they are receiving this instruction.

Industry standards and Company rules will be prominently posted in the workplace.

ARTICLE 33 – JOB POSTINGS

Openings for regular full-time Operator positions, regular part-time Operator positions and other positions within the Bargaining Unit which become vacant shall be posted for seven (7) working days in order to give employees with seniority time to apply. An employee who is absent when a vacancy is posted shall receive equal consideration with other employees, provided the employee notifies the Company, in writing, that he or she wishes to apply for the vacancy.

The filling of openings in Bargaining Unit positions shall be based on

- (a) seniority
- (b) skill

When skill is relatively equal, (a) will decide. **The Company will not apply skill measurement in an arbitrary or capricious manner.**

ARTICLE 34 – HEALTH AND SAFETY

The Company agrees to make proper provisions for the maintenance of high standards of health and safety in the work place. The Company shall comply with applicable Provincial, Municipal and Workers' Compensation Board health and safety legislation and regulations.

No employee shall be disciplined or discharged for refusal to work on a job or in any work place or to operate any equipment where it would be contrary to applicable Provincial, Municipal and Workers' Compensation Board legislation or regulations.

All employees shall be provided with equipment whose quality meets industry standards.

Health and Safety Committee

There shall be a joint Health and Safety Committee consisting of one (1) representative each from both the Union and Management. Each party shall select its own representative to this Committee.

The Committee shall meet regularly every six months on Company time or at the call of the Committee Chairperson to consider emergency matters pertaining to the health and safety of all employees. The parties shall alternate chairing the meetings at intervals of six (6) months.

The role of the Health and Safety Committee shall be to make recommendations and to assist in creating a healthy and safe work place for all employees.

The Committee shall make inspections of the work place and equipment every six months and shall report the results of their inspection to the Committee.

A copy of the minutes of each Health and Safety meeting shall be posted on the notice board within three (3) working days following the meeting, and a copy shall be forwarded to the Union Business Agent and posted on the Union Bulletin Board.

VDT Exposure

An employee who operates a visual display terminal continuously for three (3) hours shall be granted a ten (10) minute break. The ten (10) minute break can be by way of a relief period, meal period, or change of duty. The above shall not alter any employee entitlements to relief periods or meal periods as provided in this Agreement.

The Company agrees to maintain video display terminals and computers in accordance with government regulations.

Pregnant employees will be allowed to carry out alternate duties for the duration of their pregnancy if such duties are available within the Bargaining Unit.

ARTICLE 35 – HOURS OF WORK

1. The normal work week for regular full-time employees shall be seven and one-half (7.5) hours per day, thirty (30) or more hours per week, Sunday through Saturday.
2. The normal work week for regular part-time employees shall be twenty (20) or more hours per week. No shift will be less than four (4) hours in a day.
3. The normal work week for a casual employee shall be less than twenty (20) hours per week. No shift will be less than four (4) hours in a day.
4. Wherever possible, employees' hours shall be scheduled as set out in 1, 2 and 3 above.
5. Where it is not possible due to lack of work to schedule the above-mentioned minimums, hours will be assigned by seniority.
6. The Company shall not utilize regular part-time positions as a substitute for regular full-time positions.

7. No provision of this Agreement shall be construed as a guarantee of hours of work per day or per week, or days of work per week.

ARTICLE 36 – TEMPORARY EMPLOYEES

1. Temporary employees may be engaged to:
 - (a) work on Inbound Service Contracts of a defined duration of less than 90 days. The 90-day time limit may be extended by agreement between the Company and Union.
 - (b) do the work of a laid-off employee who has been recalled until such time as that laid-off employee returns to work under the provisions of Article 21 of this Agreement.
2. The Company shall inform the Union of the type and duration of any Inbound Service Contract before that contract begins.
3. Temporary employees shall be offered regular employment, if such employment becomes available during their employment, before outside recruitment in accordance with Article 13 – Seniority.
4. Temporary employees who remain on staff for longer than 90 days, or for longer than the duration of the Inbound Service Contract for which they were engaged, shall be offered regular employment in accordance with Article 13 – Seniority.
5. Temporary employees shall be terminated at the end of the time set forth in paragraph 1(a) or (b) under which they are engaged and will not be covered by Article 21 – Layoff.

ARTICLE 37 – GENERAL CLAUSE

1. Where the masculine is used in this Agreement, it is understood that the reference shall include the feminine, and vice versa.
2. The Company agrees to meet with full-time Union Officers or their appointees to discuss matters of mutual concern, other than grievances.
3. The Company and the Union agree to supply a copy of this Agreement to each employee of the Company affected thereby.
4. The Company agrees to provide a full day's pay to any employee suffering injury or emergency sickness which requires absence during the working day for medical or hospital attention. To be eligible for this pay, the employee must report to their supervisor or to the

first aid attendant before leaving the workplace and must submit evidence of treatment upon returning to work.

5. The Company shall provide employees with all equipment it determines is required to carry out their work. No employee will be required to provide this equipment. **The Company will provide each employee with their own voice tubes and earpiece covers.**

When specific equipment is provided to an employee, to be used by only that employee, that employee shall be responsible for damage caused by them to that equipment beyond normal wear and tear.

6. Employees working five (5) hours or less shall be entitled to one (1) **fifteen (15)** minute paid break.

Employees working more than six (6) hours and up to seven and one-half (7.5) hours shall be entitled to two (2) **fifteen (15)** minute paid breaks.

Employees shall be entitled to a one-half (1/2) hour unpaid break after working five (5) hours.

7. If the Company intends to sell, transfer, or lease all or part of this operation, it shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee. Such notice shall be provided in writing, with a copy to the Union.
8. Management shall not perform any Bargaining Unit work for longer than a one-hour period except when no Bargaining Unit employee is available.
9. The Company shall supply all employees with secure facilities for the storing of personal belongings and work-related equipment that is personally assigned, such as headsets.
10. The Company shall provide a space away from the normal work area for employees to use during their breaks and meals. This space shall be supplied with a refrigerator, microwave oven and running water.
11. The Company shall supply a bulletin board for the use of the Union to be used for the posting of official Union business.
12. An employee is entitled to examine his or her own complete personal file upon written request to a manager. Such examination will take place in the presence of a manager.

ARTICLE 38 – MONITORING AND MEASUREMENT OF WORK

The purpose of monitoring is to ensure a consistent level of performance among employees that allows the Company to continuously meet or exceed customer expectations.

Monitoring and measurement of work related statistics will be used to identify key performance indicators.

Employees will be given no less than two (2) performance reviews per year. Specific time frames will be set to bring performance areas that do not meet required levels up to the respective acceptable levels. Any training necessary to assist the employee in meeting acceptable performance levels will be provided to the employee as part of the employee’s regularly scheduled hours.

Each employee shall have a unique password, and such password shall be kept confidential.

ARTICLE 39 – DURATION OF AGREEMENT

This Agreement shall remain in force for the period of three (3) years from the date of signing. This Agreement shall continue in full force and effect thereafter until terminated by two months’ written notice given by either party.

Signed in Burnaby, B.C. this _____ day of _____ 2002.

Tiger Tel Communications, Inc.

Telecommunications Workers Union

Ronald Williams, Business Agent

APPENDIX I - WAGE SCALE

Length of Service	Dec. 21, 2001	Dec. 21, 2002	Dec. 21, 2003
0 to 3 months	\$ 8.00	\$ 8.12	\$ 8.24
4 to 12 months	8.25	8.37	8.50
13 to 24 months	8.50	8.63	8.76
25 to 36 months	8.95	9.08	9.22
37 to 48 months	9.57	9.71	9.86
49 to 60 months	10.20	10.35	10.51
61 to 84 months	10.82	10.98	11.14
85 months & over	11.45	11.62	11.79

All existing wage rates will be grandfathered until such time as they fall within the above wage scale.

