

COLLECTIVE AGREEMENT

between

INTERNATIONAL SIMULTANEOUS TRANSLATION  
SERVICE LTD. and TELAV INC.

and

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION  
OF CANADA - CLC  
(C.E.P.)

April 7, 1995

to

November 30th, 1997

COLLECTIVE AGREEMENT

between

INTERNATIONAL SIMULTANEOUS TRANSLATION

SERVICE LTD. and TELAV INC.

and

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA (CEP)

April 7, 1995 - November 30th, 1997

INDEX

<u>Article</u>		<u>Page</u>
	Parties .....	1
1	Bargaining Unit .....	2
2	Employee .....	3
3	Jurisdiction .....	5
4	Management Rights .....	7
5	Union Security & Union Dues.....	8
6	Union Activities and Responsibilities .....	10
7	Union Leave.....	11
8	Notification .....	12
9	Bulletin Board.....	13
10	Non-Discrimination .....	13
11	Strikes and Lockouts .....	14
12	Expression of Dissatisfaction .....	14
13	Grievance Procedure.....	15
14	Access to Personnel File.....	19

INDEX

<u>Article</u>		<u>Page</u>
15	Probationary Period .....	20
16	Seniority .....	21
17	Layoff and Recall .....	22
18	Vacancies and Promotions .....	26
19	Vacations .....	27
20	Paid Holidays.....30	
21	Wages.....	32
22	General Wage Provisions.....34	
23	Tour of Duty .....	37
24	Scheduling .....	43
25	Work Week .....	44
26	Turn Around .....	45
27	Overtime.....	45
28	Call Back.....	46
29	Meal and Break Periods .....	47

**INDEX**

<u>Article</u>		<u>Page</u>
30	Travelling Time .....	49
31	Location Definition and Expenses.....	51
32	Vehicle Expenses .....	54
33	Compassionate Leave.....	55
34	Jury Duty.....	56
35	General Leave .....	57
36	Maternity and Parental Leave .....	57
37	Medical and Group Insurance .....	58
38	Safety .....	58
39	Clothing Allowance .....	59
40	Tools.....	60
41	Continuing Education .....	60
42	Term of Agreement.....	61
	Signatories .....	63
	Appendix A - Letter of Understanding re: Signing Bonus.....	64

**INDEX**

<u>Article</u>		<u>Page</u>
----------------	--	-------------

Appendix B - Letter of Understanding re: Effective Date	65
Appendix C - Letter of Understanding re: Rates of pay for new and existing employees	67

**PARTIES**

THIS AGREEMENT is made and entered into this 7th day of April  
A.D., 1995

between

**INTERNATIONAL SIMULTANEOUS TRANSLATION SERVICE  
LTD. and TELAV INC.**

hereinafter referred to as "The Company"

Party of the First Part

and

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION  
OF CANADA**

hereinafter referred to as "The Union"

Party of the Second Part

**ARTICLE 1**

**Bargaining Unit**

1.1 The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the unit as defined by the certificate issued by the Industrial Relations Council of B.C. on June 11, 1991 and any amendments thereto and/or as mutually agreed between the Parties.

1.2 The I.R.C. decision of June 11, 1991 and such amendments as agreed to by the Parties shall comprise a bargaining unit consisting of:

All employees of International Simultaneous Translation Services Ltd. and TELAV INC. in British Columbia except:

General Manager(s), Operations Manager(s), Assistant Operations Manager(s), Video Services Manager(s), Office Manager(s), Sales Persons, Administrative/Clerical Staff, Technical Services Manager(s).

1.3 The Company shall notify the Union in writing of any new classification established by the Company, at least thirty (30) days prior to implementation of the classification. Such notice shall contain a list of primary responsibilities for the new job classification.

1.3.1 Where it is proposed by either Party that such new position be excluded from the bargaining unit, the Parties shall meet within the thirty (30) day notice period to discuss the matter. Should the Parties fail to agree, either Party may refer the matter to the Industrial Relations Council of B.C., or its successor, for final determination.

1.3.2 Nothing in this Agreement shall be interpreted to preclude the Company from setting a rate and filling the position determined to be in the bargaining unit, as set out above, until such time as the wage rate is formally set in the course of regular collective bargaining.

## ARTICLE 2

### Employee

2.1 The term "employee" as used in this Agreement shall mean any person employed in a classification included in the bargaining unit referred to in Article 1 of this Agreement and as further defined below. It shall further include any person employed in any job classification added to the bargaining unit in the future pursuant to Article 1.3 of this Agreement.

2.2 A "Regular Full-Time employee" shall be defined as an employee hired to work on a regular and full-time basis in accordance with Article 23 of this Agreement and who has successfully completed his probationary period. Such employees shall be entitled to all rights and benefits contained in this Agreement.

2.3 A "Regular Part-Time employee" shall be defined as an employee hired to regularly work more than twenty (20) hours per week but less hours than regular full-time employees as defined in Article 23 of this Agreement and who has successfully completed his probationary period. Such employees shall, except as otherwise specified elsewhere in this Agreement, be entitled to all rights and benefits contained in this Agreement.

2.4 A "Probationary employee" shall be defined as an employee hired to work on a regular full-time or regular part-time basis and who has not yet successfully completed his probationary period.

2.5 A "Casual Employee" shall be defined as one hired to work on an irregular basis to augment normal regular staffing requirements during peak periods or to work twenty (20) hours per week or less, on a regular basis. Casual employees shall not be used to displace regular employees.

Displacement as used in this Collective Agreement shall mean a layoff, termination or dismissal.

These employees shall be entitled to all rights and benefits contained in this Agreement, except Articles 15, 16, 17, 18, 19, 20, 33, 34, 35, 36, 37 and 39 unless otherwise specifically provided.

2.6 Wherever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

### **ARTICLE 3**

#### **Jurisdiction**

3.1 The Company shall not transfer, assign or subcontract any work or functions normally performed by members of the bargaining unit to any other Company or its employee(s) or to any other individual(s) not covered by this Agreement.

3.2 Notwithstanding the provisions of Article 3.1, the Company may, on occasion, assign non-bargaining unit personnel to perform

work normally done by bargaining unit employees in the following circumstances:

- a) if, in the opinion of the Company, no qualified bargaining unit employee is available to perform such work from start to finish in accordance with the scheduled times of the event, or that the Company has made a reasonable effort to contact all qualified and unscheduled employees; or
- b) where the work assignment consists of an event that has commenced outside the Province of British Columbia or an event that commences in British Columbia, but also takes place outside of British Columbia (road show) and/or on an occasional basis where the client has requested specific personnel. The foregoing shall be exercised in a manner consistent with the Company's past practice prior to the signing of this Agreement; or
- c) instruction and training of employees; or
- d) development or improvement of a work method; or
- e) introduction of a new tool or piece of equipment which requires the conception and/or construction of a prototype and/or field testing; or
- f) where difficulties arise, in emergencies or in any other case that necessitates immediate action; or
- g) when the Company is required to rent equipment and the party renting such equipment provides operating personnel as a condition of the rental.

3.2.1 It is further recognized that due to the operational requirements of the Victoria Branch, the Whistler Branch, other small branches outside existing base cities which the Company may open in the future and the Video Services Department, managers of such branches/departments shall be permitted to perform bargaining unit work within their branches/department as operational requirements dictate.

3.2.2 Technical Services Managers permanently assigned to a hotel property or meeting facility shall be permitted to perform set up and dismantling of equipment at such hotel or facility. Notwithstanding the foregoing, it is understood that Technical Services Managers or other managers shall not act as operators of equipment except under the circumstances set out in Article 3.2 of this Agreement.

3.3 The Company shall not engage non-bargaining unit personnel as set out in Article 3 where such action results in the layoff of a bargaining unit employee, or to unduly extend the layoff of qualified bargaining unit employee.

**ARTICLE 4**

**Management Rights**

4.1 It is recognized that the Management of the Company, the control of its properties and the maintenance of order on its premises is solely the responsibility of Management.

4.2 Other rights and responsibilities belonging to the Management of the Company and hereby recognized, prominent among which but by no means wholly inclusive, are: the right to

decide the number and location of plants; the amount and type of machinery and technical equipment required; the amount and type of supervision necessary; methods, procedures and standards of operation; judgment and final evaluation of personnel qualifications; operating schedules and the selection, procurement, designing and engineering of equipment which may be incorporated into the Company's plant.

It is further recognized that the responsibility of management of the Company for the selection, direction, and determination of the size of work forces, including the right to hire, suspend or discharge for just cause, transfer, promote or relieve employees from duty because of lack of work is vested exclusively in the Company.

4.3 The management rights of the Company as above set forth shall be exercised in all respects in accordance with the terms of this Agreement.

## ARTICLE 5

### Union Security and Dues

5.1 All employees who were members in good standing of the Union on the date of signing of this Agreement shall remain members in good standing of the Union. All employees hired subsequent to the signing of this Agreement shall become and remain members in good standing of the Union.

5.2 During the term of this Agreement, the Company agrees to deduct monthly from each bargaining unit member, an amount equal to the regular union dues as established by the Union.

**5.2.1** The deductions set out in Article 5.2 shall be based on the gross monthly earnings of every employee in the bargaining unit. The present rate of deductions is equal to one and two thirds percent (1.666%) of gross monthly earnings. The Company shall be notified by registered mail of any changes in the present rate of deductions.

**5.2.2** The deductions set out in Article 5.2 shall be remitted monthly by the Company to the Communications, Energy and Paperworkers Union of Canada by cheque, payable in Canada and addressed to the nominee of the President of the Union, not later than the 15th day of the month following said deductions.

**5.2.3** The Company shall at the same time forward to the Union, on a computer disc in Lotus 123 format, a statement showing the following:

- (a) the name, classification and regular straight time hourly rate of each bargaining unit employee;
- (b) the amount of dues deducted on regular straight time earnings of each bargaining unit employee;
- (c) the amount of dues deducted on overtime of each bargaining unit employee;
- (d) the name of any employee who has left or joined the Company since the last dues remittance.

**5.3** Each year the Company shall indicate on the T4 slips issued to employees, the total amount of dues deducted at source and forwarded to the CEP.

**ARTICLE 6**

**Union Activities and Responsibilities**

- 6.1 It is agreed that there shall be no Union activities during working hours with the exception of those provided for in this Agreement.
- 6.2 Union business on Company premises or job sites shall be confined to contract interpretation and related matters on break (rest) periods, or otherwise only with permission of the appropriate supervisor(s).
- 6.3 The Company agrees that the Union may use employee mail bins for the purpose of distributing Union communications to individual employees.
- 6.4 It is agreed that employees named or elected as local representatives of the Union shall have as their primary responsibility a job which they must perform as employees of the Company.
- 6.5 The Union shall notify the Company in writing of the names of its representatives. The Company shall not be obliged to recognize such persons without having been so notified.

**ARTICLE 7**

**Union Leave**

- 7.1 Subject to operational requirements, the Company shall provide leave without pay, for up to three (3) employees to attend negotiating meetings with the Company.

7.2 Subject to operational requirements, leave without pay shall be granted for a reasonable period, not to exceed an aggregate total of five (5) days per calendar year, for no more than two (2) employees at one time, to participate in union meetings or seminars. Notwithstanding the foregoing, the aggregate total permitted under this Article shall be increased by up to an additional seven (7) days for one (1) employee to attend a National Union Constitutional Convention in any calendar year that such Convention is conducted.

7.3 A request for leave as set out in Articles 7.1 and 7.2 shall be presented in writing to appropriate management not less than one week in advance. Notwithstanding the foregoing, where such leave is for a period in excess of two (2) days, such request shall be submitted at least three (3) weeks in advance.

**ARTICLE 8**

**Notification**

8.1 The Company shall, within seven (7) days, mail or deliver to the designated CEP office, notification with respect to the following:

- a) name, job classification and hiring date of each employee hired in a bargaining unit position;
- b) notice of promotion, transfer, layoff, extension of probationary period, dismissal, suspension or written reprimand;
- c) any notice pertaining to the application or agreed interpretation of this Agreement arising from a grievance meeting;

d)job postings.

8.2 Any notification to an employee required under any provision of this Agreement is understood to mean that the Company shall notify the employee directly.

## ARTICLE 9

### Bulletin Board

9.1 The Company agrees to the posting by the Union on designated notice boards, announcements regarding Union Meetings, Union elections, Union social events and Union Appointments. All other matters concerning labour affairs will require prior authorization by the Company and be approved by the Union before posting. The Company shall be furnished with a copy of all Union notices prior to posting.

9.2 Such notice boards referred to in Article 9.1 shall be located in areas where employees regularly and normally have access in each of the Company's British Columbia branch offices (Vancouver, Victoria and Whistler).

## ARTICLE 10

### Non-Discrimination

10.1 The Parties shall not interfere with, restrain or coerce employees covered by this Agreement because of Union membership or lack thereof, or lawful Union activity.

10.2 The Parties agree to abide by the discrimination provision of the Human Rights Act of B.C.

## ARTICLE 11

### Strikes and Lockouts

11.1 The Union will not cause, or permit its members or members of the bargaining unit to cause, nor will any member of the bargaining unit take part in any strike as defined in the Industrial Relations Act of B.C., either sit down or stay in or any other kind of strike, total or partial, during the life of this Agreement. The Company will not cause, engage in or permit a lockout during the life of this Agreement.

11.2 An employee covered by this Agreement shall have the right to cross or refuse to cross a legal picket line and such crossing or refusal to cross shall not be considered as grounds for disciplinary action by either Party to this Collective Agreement.

## ARTICLE 12

### Expression of Dissatisfaction

12.1 An employee shall be notified in writing of any written expression of dissatisfaction from an external source or written reprimand from the Company concerning his work, within ten (10) working days of the cause for dissatisfaction becoming known to his supervisor. If this procedure is not followed, such expression of dissatisfaction shall not become part of his record for use against him at any time.

**12.2** The employee's reply to such complaint or accusation shall become part of the employee's record if it is received by the Company within ten (10) working days after the notice referred to in Article 12.1 is received by the employee. The department manager shall sign such reply acknowledging receipt.

**12.3** The Company shall permit an employee to review his personnel file for the purpose of removing any disciplinary notation which is at least two (2) years old, provided that during the two (2) year period in question the employee has not received any other discipline.

## **ARTICLE 13**

### **Grievance Procedure**

**13.1** "Grievance" shall mean any disagreement relative to the interpretation, violation or application of this Agreement. It is agreed that it is the intent of this Agreement to adjust such grievances as quickly as reasonably possible in the manner set out herein.

**13.2** Grievances arising out of this Agreement shall be processed as follows:

All employee grievances should first be discussed informally between the employee and the appropriate department manager or management designee in an attempt to settle the dispute before reducing the matter to writing and filing as a grievance in Step 1 herein.

#### **STEP 1**

An employee who desires to submit a grievance shall do so in writing within ten (10) days of the occurrence or the earlier of the date he became aware, or ought to have become aware of the facts giving rise thereto, to his immediate supervisor who shall render his decision in writing within the ten (10) days following the receipt thereof. A copy of this decision shall be sent to the Union.

**STEP 2**

If the immediate supervisor does not render his decision within the time provided for in Step 1 above, or if his decision does not satisfy the grievor, the grievance shall, within five (5) days of the decision being rendered or the date the decision ought to have been rendered, be referred to a meeting of the appropriate General Manager or his designate and the Union Grievance Committee consisting of not more than two (2) employees in the case of the Vancouver Branch, or one (1) representative plus the grievor in any other Branch. The General Manager or his designate shall render his decision in writing within (5) days following such meeting.

**STEP 3**

If the written decision is not rendered in the time limit provided or if it does not satisfactorily resolve the difference, the grievance may be submitted to arbitration within twenty (20) days following the response of the General Manager or his designate or, failing such response, from the date of the expiration of the time limit provided for in Step 2 above. The Party submitting the grievance to arbitration shall give the other Party written notice of its decision and at the same time shall include suggested names for a single Arbitrator. If the Parties are unable to agree on the selection of an Arbitrator within the

twenty (20) days, the Minister of Labour shall be requested to appoint the Arbitrator.

- 13.3** The Arbitrator shall not have the power to change, modify, extend or amend the provisions of this Agreement, but he shall have the power to confirm or deny the grievance or, in the case of a discipline grievance, substitute a lesser penalty in any manner he deems appropriate in all circumstances.
- 13.4** The Arbitrator's decision shall be final and binding on the Parties.
- 13.5** Where a grievance arises as the result of a suspension or discharge of an employee, it may be submitted in writing at Step 2 of the procedure set out in Article 13.2, within ten (10) days of the date on which the grievor became aware, or ought to have become aware of the suspension or discharge.
- 13.6** Where the Union or the Company chooses to initiate a Policy Grievance of general application, it shall be submitted at Step 2 of the procedure set out in Article 13.2 within fifteen (15) days of the occurrence giving rise to the grievance, or the date the Party ought to have become aware of such occurrence.
- 13.7** Each Party shall pay its own expenses and the fees, expenses and/or wages of its witnesses. The Arbitrator's fees and expenses shall be borne in equal parts by the Parties.
- 13.8** All time limits mentioned under this grievance procedure shall exclude Saturdays, Sundays and recognized Holidays. The time limits set out in this Article shall be obligatory, such that any grievance presented outside of the time limit at any step, including

arbitration, will be considered abandoned. The Parties, however, by written consent, may vary any steps of this grievance procedure.

**ARTICLE 14**

**Access to Personnel File**

- 14.1** An employee may examine his personnel file in the presence of a designated management representative, from time to time as is reasonable, but in any event, not more than once in any three (3) month period. The employee shall give the Company at least two (2) working days' notice prior to such access being granted.
- 14.2** An employee, with the Local Union President or his designate, shall be entitled to review an employee's personnel file, in the presence of a designated management representative, in order to facilitate the investigation of a formal grievance and the three (3) month restriction contained in Article 14.1 shall not apply. The employee or the President shall give the Employer two (2) working days' notice prior to having access to such file.
- 14.3** All time spent examining an employee's personnel file shall be unpaid.

**ARTICLE 15**

**Probationary Period**

- 15.1** Persons hired to regular employment shall be on probation until they have completed sixty-five (65) tours of duty.
- 15.2** An employee who has successfully completed his probationary period shall receive a letter confirming same within seven (7) days of the successful completion thereof. A copy of such letter shall be forwarded to the Union.
- 15.3** The Company may terminate the employment of a probationary employee with cause and without notice at anytime during the probationary period if the Company deems that the employee is unsuitable for continued employment. The just cause provisions contained in Article 4.2 shall not apply to probationary employees.
- 15.4** Employees shall not accumulate any seniority during their probationary period. Upon successful completion of the probationary period, employees shall be credited with seniority back to their most recent date of hire.

**ARTICLE 16**

**Seniority**

**16.1** Seniority shall be defined as the length of continuous service within the bargaining unit as defined in Article 2 of this Agreement.

**16.2** An employee shall lose his seniority rights and the privileges associated with them and his employment shall cease for any of the following reasons:

- a) the employee resigns, abandons his position or retires;
- b) the employee is dismissed, unless otherwise determined by the Parties or an Arbitration award;
- c) the employee is laid off for a period exceeding his recall rights as set out in Article 17.5 of this Agreement;
- d) the employee fails to respond to a notice of recall as per Section 17.4.3 and 17.4.4 of this Agreement, or fails to return to work within six (6) days following the sending of such notice to return to work, unless circumstances clearly beyond the employee's control prevents such return to work (i.e. illness or injury).
- e) the employee is absent without authorization, or in the case of a proper leave of absence extended without authorization for two (2) or more work days, unless circumstances clearly beyond the employee's control make it impossible to contact the Company.

16.3 An employee shall continue to accrue seniority when on a leave of absence without pay for a period of thirty (30) days or less. An employee shall not lose nor accrue seniority when such leave is for a period of more than thirty (30) days.

**ARTICLE 17**

**Layoff and Recall**

17.1 When it is necessary to reduce the number of employees within a job classification, lay offs shall proceed in inverse order of seniority within the job classification affected.

17.1.1 The Company agrees that it shall not schedule overtime on an ongoing basis for the express purpose of bringing about or unduly extending lay offs.

17.2 In the event of a lay off, the employee affected shall receive as much notice as is reasonably possible, but not less than two (2) weeks written notice or pay in lieu thereof. Employees who have completed three (3) years of continuous employment or more shall receive no less than four (4) weeks written notice or pay in lieu thereof. Upon request, an employee shall be paid all vacation pay owing on the last day of work prior to lay off.

17.3 An employee who is about to be laid off may displace (bump) a less senior employee in a job classification paying the same or lower straight time hourly rate of pay by notifying the Company in writing of his intention within forty-eight (48) hours following receipt of lay off notice. Notwithstanding the foregoing, no employee shall be displaced by a more senior employee unless the latter possesses the occupational qualifications, as set by the

Company, and the ability to perform the job filled by the less senior employee.

**17.3.1** An employee who reverts to a lower wage group in accordance with Article 17.3 shall retain first recall rights to his previous classification should a vacancy occur therein.

**17.3.2** Where an employee has bumped under the provisions of Article 17.3, he shall be placed on the salary scale of the new classification at the step that is closest to his previous straight time hourly rate of pay.

**17.3.3** Where an employee who is subject to lay-off, is qualified, able and willing to perform work in a lower paying job classification in the same function or a job classification paying the same or lower straight time hourly rate of pay in another function, and such performance of work does not result in another employee being displaced, then the employee subject to lay-off will be placed on the salary scale of the classification at the step that is closest to his previous straight time hourly rate of pay. The employee shall continue to receive pay at this rate until he reverts back to his old classification or exercises his right to bump another employee under Article 17.3.

**17.4** When vacancies occur, the Company agrees to re-engage in order of Company seniority, employees who retain recall rights, to jobs in the same or lesser classification from which he was laid off and for which he has occupational qualifications.

**17.4.1** Laid off employees shall retain recall rights as follows:

a) An employee with less than two (2) years seniority at the time of lay off shall retain recall rights for a period equal to his seniority to a maximum of six (6) months.

b) An employee with two (2) years of seniority or more at the time of lay off shall retain recall rights for a period equal to his seniority to a maximum of twelve (12) months.

**17.4.2** Employees on lay off shall keep the Company informed of their current address and telephone number for recall. Should an employee change his address or telephone number during the period of lay off, he shall inform the Company of such change by registered mail.

**17.4.3** The Company's responsibility shall be considered fulfilled if the Company gives written notice of re-engagement either by personal contact, or by Priority Post guaranteed overnight service or equivalent to the employee's last known address.

The Company must receive written notice of the employee's intention to return or not to return to work within forty-eight (48) hours of notice being given by personal contact or seventy-two (72) hours from the time that the notice of re-engagement was sent.

**17.4.4** An employee who fails to respond to a notice of recall as set out in Article 17.4.3 shall be deemed to be terminated. The notice of recall shall clearly state this requirement.

**17.5** Where a laid off employee has been recalled in accordance with Article 17.4, the provisions of Article 18 of this Agreement shall not apply.

17.5.1 Notwithstanding the provisions of Article 18, if recall results in the employee being recalled to other than his former position and the Company later decides to fill that position, the employee is entitled to such position, provided he applies for the position within the normal posting period.

17.6 The lay off and bumping provisions of this Article shall not apply to an employee who is recalled to work for a specified temporary period not exceeding one (1) month and is subsequently laid off again.

17.7 An employee may, at any time during a period of lay-off from which re-call rights exist, make a written request to the Company that he be deemed unavailable for re-call over a specified period of time. The request must clearly state the reasons for being unavailable and the beginning and end dates of the specified period. If such request is approved, the Company shall not be required nor attempt to re-call that employee until he is available.

## ARTICLE 18

### Vacancies and Promotions

18.1 Any regular bargaining unit job vacancy that the Company determines it will fill shall be posted for a minimum of ten (10) working days, during the course of which employees may apply. Such posting shall include a general description of job requirements as determined by the Company and other pertinent information.

18.1.1 The Company shall have the right to temporarily fill the vacant position during any period of recruitment for the job.

18.2 In all instances of filling a posted vacancy, the employee with the most seniority from among those who have applied shall be granted the position, provided that he possesses the Occupational Qualifications as set by the Company and the ability to fulfil the job requirements.

18.3 Nothing in this Agreement shall preclude the Company from hiring applicants from outside sources where no qualified employees apply and are accepted.

18.4 This Article shall not apply to Casual job vacancies or requirements.

## ARTICLE 19

### Vacations

19.1 Employees who have completed their probationary period shall be entitled to an annual vacation with pay as follows:

- a) if he has less than one (1) year's seniority on the first of May: one (1) day per full month of service up to ten (10) working days, with pay equivalent to four (4%) percent of his earnings up until April 30;
- b) after one (1) year of seniority, two (2) weeks with pay equivalent to four (4%) percent of his earnings up until April 30;
- c) after five (5) years' seniority, three (3) weeks with pay equivalent to (6%) percent of his earnings up until April 30.

19.2 The vacation year runs from May 1 to April 30 of the year following. Vacations must be taken not later than April 30 of the next following year.

19.3 Not later than April 15, employees shall submit in writing their preference of vacation dates. The Company shall determine the vacation dates for employees and will post the authorized vacation schedule not later than May 15 following. In cases of conflict in regard to chosen dates submitted by employees during which the Company has determined that the employees with conflicting dates may be off, seniority shall prevail provided that it does not interfere with the efficient operations of the Company. Those employees who do not submit vacation preference dates on or before April 15 shall have their vacation periods determined by the Company.

19.4 Employees shall receive their vacation pay on the last working day preceding the commencement of vacation.

19.5 An employee shall begin and end his vacation in conjunction with a scheduled day off, unless the employee requests otherwise.

19.6 Upon termination of employment, an employee (or his estate in the case of death) shall receive all vacation pay and other monies earned and owed to the employee, less monies owed by him to the Company, within five (5) days of such termination of employment.

19.7 The schedule established and posted in accordance with Article 19.3 above shall not be changed except by mutual agreement between the Company and the employee involved.

**19.8 APPROVED LEAVE OF ABSENCE DURING VACATIONS**

When an employee is hospitalized, confined to quarters at the direction of a recognized physician, or subsequently debilitated

so as to effectively eliminate the benefit of all or a portion of his vacation and such hospitalization, confinement or debilitation exceeds five (5) consecutive days, an employee shall, upon return to work from vacation, subject to written confirmation signed by the above referenced physician, be credited with any vacation time displaced by hospitalization, confinement or debilitation. The period of vacation time so displaced shall be taken at a mutually agreeable time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

**ARTICLE 20**

**Paid Holidays**

**20.1** The following days shall be recognized as paid holidays, to be paid in accordance with the conditions of this Article:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	

**20.2** In order to have a right to their holiday pay, employees must have completed their probationary periods, not be laid off and must have worked the last working day for which they were scheduled preceding the holiday and the first working day for which they are scheduled following the holiday, unless they have previously obtained permission to be absent from their immediate superiors.

**20.2.1** Part-time and casual employees shall not be entitled to such paid holiday unless they have, in addition to the above, worked fifteen (15) of the thirty (30) days immediately prior to the holiday.

**20.3** If a recognized holiday falls on a Saturday or Sunday, the observance of such holiday shall be moved to the Friday preceding or the Monday following such holiday, as determined by the Company.

**20.4** If an eligible employee is not required to work on a recognized Holiday, he shall receive his normal basic pay for such day. Normal basic pay for regular employees shall be eight (8) hours times their straight time hourly rate. Normal basic pay for part-time

and casual employees shall be the average of hours worked over the last thirty (30) days, to a maximum of eight (8) hours, times their normal straight time hourly rate.

20.5 If an employee is required to work on a recognized Holiday, he shall receive one and one-half (1 1/2x) times his straight time hourly rate, with a minimum credit of four (4) hours, in addition to his normal basic pay. All hours worked in excess of eleven (11) hours shall be paid at an additional one-half (1/2) times his straight time hourly rate.

20.6 In the event a holiday occurs during an employee's vacation, the employee shall receive one (1) day off with his normal basic pay in lieu of such holiday to be taken at a mutually agreeable time.

20.7 By mutual agreement between the employee and the Company, time off in lieu of pay for work on a holiday may be taken at the applicable rate. Time off is to be scheduled at a mutually agreeable time, provided that where mutual agreement cannot be reached, the employee shall be paid.

**ARTICLE 21**

**Wages**

21.1 The following are hourly rates:

**TYPE OF    DEC. 1/94   DEC. 1/95   DEC. 1/96**  
**FUNCTION**

**TELAV TECHNICAL SERVICES REPRESENTATIVE**

Probation	8.36	8.53	8.70
Class C - Junior	9.26	9.45	9.63
Class C - Senior	10.17	10.37	10.58
Class B - Junior 1	10.48	10.69	10.90
Class B - Junior 2	10.93	11.15	11.37
Class B - Intermed.	11.67	11.90	12.14
Class B - Senior	12.43	12.68	12.93
Class A - Junior	13.44	13.71	13.98
Class A - Intermed.	13.93	14.21	14.49
Class A - Senior	14.46	14.75	15.04

TYPE OF DEC.1/94 DEC. 1/95 DEC. 1/96  
FUNCTION

**I.S.T.S. TECHNICAL SERVICES REPRESENTATIVE**

Probation	8.36	8.53	8.70
Class C - Junior	9.26	9.45	9.63
Class C - Senior	10.17	10.37	10.58
Class B - Junior 1	10.48	10.69	10.90
Class B - Junior 2	10.93	11.15	11.37
Class B - Intermed.	11.67	11.90	12.14
Class B - Senior	12.43	12.68	12.93

**WAREHOUSE**

Probation	8.03	8.19	8.35
Class C - Junior	8.64	8.81	8.99
Class C - Intermed.	8.94	9.12	9.30
Class C - Senior	9.28	9.47	9.65
Class B - Junior	9.64	9.83	10.03
Class B - Senior	9.96	10.16	10.36

**TEST BENCH**

Probation	8.36	8.53	8.70
Class C - Junior	8.85	9.03	9.21
Class C - Intermed.	9.56	9.75	9.95
Class C - Senior	10.18	10.38	10.59

On December 1, 1995 any regular full-time employee who is being paid at a rate above the scale set out above for the position he

occupies, will receive a two (2) percent increase to his straight time rate of pay.

On December 1, 1996, any regular full-time employee who is being paid at a rate above the scale set out for the position he occupies, will receive a two (2) percent increase to his straight time rate of pay.

## ARTICLE 22

### General Wage Provisions

**22.1** Subject to the other provisions of this Agreement, all employees shall be paid according to the wage schedule of the classification to which they are regularly assigned, as set out in Article 21.

**22.1.1** A new employee hired to a regular position shall be notified in writing of his starting rate of pay.

**22.2** Employees shall be paid every two (2) weeks and the Company shall indicate on the employee's pay stub the total amount of monies the employee has banked as set forth under Article 23.4.3.

**22.2.1** If a pay day coincides with a paid holiday, employees shall be paid the preceding working day.

**22.3** Progression up the wage schedule within each classification (A, B, C) shall automatically occur on the first of the month following the employee's annual anniversary date from the date of his having successfully completed the probationary period, or the accumulation of two thousand (2,000) hours of work by the employee, whichever is the longer.

**22.3.1** Employees who are hired at the probationary rate as set out in Article 21 shall automatically progress to the next step on the wage schedule following successful completion of their probationary period.

**22.3.2** The determination as to when an employee becomes qualified to progress from Class C to Class B and from Class B to Class A, as well as the number of employees needed within each class at any given time shall rest exclusively with the Company. However, it is understood that eligibility for such progressions shall be determined in accordance with the outcomes of the Company's Employee Performance Appraisal System.

**22.4** The term "straight time hourly rate" shall mean the employee's hourly wage rate as set out in Article 21 of this Agreement.

**22.5** In the event that a pay day occurs during an employee's vacation period, he may upon written request with five (5) working days notice, receive a pay advance prior to going on vacation.

**22.6** Performance appraisals will be completed at the end of the probationary period, semi-annually thereafter for the first two (2) years and annually thereafter. The Company will, wherever reasonably possible, conduct the performance appraisal within one (1) month of the scheduled performance appraisal date. In any event, should a wage increase result from the performance appraisal, such wage increase shall be retroactive to the scheduled appraisal date.

**22.6.1** An employee shall receive his performance appraisal paperwork for completion a minimum of two (2) weeks prior to his

performance appraisal. Notwithstanding Section 22.6 above where an employee causes a delay in the completion of his performance appraisal, the Company may decide that a wage increase resulting from such performance appraisal will not be retroactive and, in such case, the date on which the increase is actually applied will become such employee's new anniversary date for the purpose of determining progression up the wage schedule pursuant to this Article.

**22.7** The parties to this Agreement recognize that in order for the Company to remain competitive, employees must maintain and improve their technical skills, and keep current with new technologies and equipment that may from time to time become part of the Company's business. Consequently, it is agreed that the Company has the right to set qualifications for each classification and standards of performance to be met by employees, and amend such from time to time.

**ARTICLE 23**

**Tour of Duty**

**23.1** A "tour of duty" or "tour" shall mean the authorized and/or approved hours worked during any twenty-four (24) hour period provided that if it extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts.

**23.2** The Parties recognize that the nature of the services performed by the Company for its clients prevents the former from scheduling in advance and on a definite basis, its employees work assignments, therefore employees shall be required to work on a flexible hours of work system based on a Weekly Pay Equalization Plan. Scheduling shall be done as per Article 24 - Scheduling.

**23.3** Employees shall be assigned to work on a flexible hours of work basis and shall work those hours required to satisfactorily perform the job or as specifically assigned or required. There shall be no regular start nor finish time. Schedules shall be dictated by the requirements of the particular conference, convention or other contract for the supply of equipment or service.

**23.4** Regular employees hired to full-time employment shall be covered by the Weekly Pay Equalization Plan upon the completion of 2000 hours of work or one (1) year of continuous service, whichever is the longer.

An employee who was on layoff, Workers' Compensation, or unable to work for whatever reason will not be considered as actively employed during that period that they were unable to work.

**23.4.1** For the purpose of the Weekly Pay Equalization Plan, the plan year will commence on the first day of the work week immediately prior to March 1st of any given year and will end the last day of the work week that finishes immediately prior to March 1st the following year. The plan year will consist of two (2) equalization periods of approximately twenty-six (26) weeks each. The first equalization period will commence on the first day of the plan year as defined above and will finish on the last day of the work week which ends immediately prior to September 1st of that year. The second equalization period will commence on the first day of the work week that begins immediately prior to September 1st of any given year and will end the last day of the last pay period that finishes immediately prior to March 1st the following year.

**23.4.2** Employees who meet the requirements specified above will become eligible to be covered by the plan and such coverage will commence on the starting date of the next equalization period following the date the employee becomes eligible to be covered by the plan.

**23.4.3** Regular full time employees, covered by the plan and who are actively employed, who have completed less than five (5) consecutive years with the company shall be paid thirty-five (35) hours per week at their regular straight time hourly rate. Regular full time employees, covered by the plan and who are actively employed, who have completed five or more consecutive years with the company shall be paid thirty-seven and a half (37.5) hours at their regular straight time hourly rate. Such employees shall also be paid the premium portion (.5x or 1x as the case may be) of any overtime worked.

The earnings equivalent to any hours worked in excess of 35 or 37.5, as the case may be, and the non premium portion of overtime hours worked shall be placed in an overtime bank.

Where an employee works less than their 35 or 37.5, as the case may be, regular (non overtime) hours in a week the difference in earnings between the non-overtime hours actually worked and the employees regular weekly rate (either 35 or 37.5 hours at the employee's regular straight time rate) shall be debited from the overtime bank.

**23.5** Upon the conclusion of each equalization period, those employees who have a positive balance in their banks shall be paid out in full. Such payment shall be made on the pay day of the second complete pay period following the end of the equalization period. Shortfalls shall not be carried over to the next equalization period. Where an employee is laid off during an equalization period, and has a positive balance in his bank at the time of layoff, the employee shall have the option of:

a) continuing under the Weekly Pay Equalization Plan until such time as his balance is reduced to less than two (2) weeks payment at which time the full remaining balance shall be paid out. Where an employee has chosen this option and his bank is paid out in full and he is subsequently recalled to work, such employee shall be paid only for hours actually worked and will not be eligible to be covered by the Weekly Pay Equalization Plan until the beginning of the next equalization period following the date of his return to work. Payment of monies under this provision does not alter the laid off status of an employee; or

- b) leaving the full balance in his bank and continuing on the Weekly Pay Equalization Plan upon return to work following a recall; or
- c) leaving a minimum balance of an amount equal to 120 times his straight time hourly rate in his bank and continuing on the Weekly Pay Equalization Plan upon return to work following a recall; or
- d) having any positive balance paid out in full at the time of layoff. Where an employee chooses this option and is subsequently recalled to work, such employee shall be only paid for hours actually worked and will not be eligible to be covered by the Weekly Pay Equalization Plan until the beginning of the next equalization period following the date of his return to work.

An employee choosing one of the above options must notify the Company of his choice no later than fourteen (14) days prior to the date of layoff.

An employee who has a negative balance in his bank at the time of layoff will continue on the Weekly Pay Equalization Plan upon return to work following a permanent recall.

Notwithstanding the above, an employee temporarily recalled under the provisions of Article 17.6, shall be paid only for those hours actually worked during the duration of his temporary return to work.

**23.5.1** Notwithstanding anything contained elsewhere in this Article, in the case of an employee who resigns or whose employment is terminated by the Company for just cause during an equalization period, and a shortfall of hours exists, such shortfall will be treated as an advance of wages and the Company reserves the right to claim credit for, or recover, by any and all means available to it any such

advance amount paid to the employee. The Company may, at its option deduct any such shortfall from any moneys owing to the employee at the time of termination or resignation.

The employee must, as a condition of continued employment, sign an authorization permitting the Company to recover any shortfall by the means set out in this Section.

**23.6** Equivalent time off with pay in lieu of overtime bank payments as set out in Article 23.5 may be taken at the option of the employee. Such time off in lieu shall be taken within the next six (6) month averaging period and shall be scheduled by mutual agreement between the Company and the employee concerned. Where mutual agreement cannot be reached, the employee shall be paid out, as originally contemplated.

**23.7** The weekly pay as set out in Article 23.4 shall be reduced by seven (7) hours where an employee is on thirty-five (35) hours weekly pay and shall be reduced by seven and one-half (7.5) hours where the employee is on thirty-seven and one-half (37.5) hours weekly pay, for each day that an employee is not available to work, including vacation days.

**23.8** Any employee who is not covered by the plan shall be paid for the actual hours worked in accordance with other provisions of this Agreement.

**23.9** There shall be a minimum tour of duty of four (4) hours on any one day, when an employee actually starts work.

**23.10** A "split tour" shall be defined as a tour where there is more than three (3) hours of unpaid time between the first and the second part of the tour. Should an employee be required to work a split tour,

the employee shall be paid a transportation allowance of twelve (\$12.00) dollars. Travelling hours shall not be included in any manner whatsoever in defining a split tour.

## ARTICLE 24

### Scheduling

**24.1** So as to permit employees to be informed as far as possible in advance of their work assignments, the Company will post, on or before noon on the Friday preceding the beginning of the work week in question, the assignment schedule which it is then possible to complete. This schedule shall take into account the requests for services which are then known and the number of qualified employees then available to work.

This Article shall not be interpreted as limiting the Company's right to reorganize its work schedule nor to reassign work in cases where new requests for services have been received after the making up and posting of the schedule.

**24.2** In cases where the posted starting time is modified, the employees affected by such changes will be notified before the end of their tour the day before the change, or not less than twelve (12) hours prior to the new starting time on the first day of work so changed.

Where notice as above is not received, the hours then worked that are in violation of the twelve (12) hour minimum notice shall be paid at the rate of one and one-half (1 1/2x) times the employees regular straight time rate.

**ARTICLE 25**

**Work Week**

**25.1** The work week shall commence at 00:01 a.m. Sunday and conclude at midnight the next following Saturday.

**25.2** A day off shall be defined as twenty-four (24) hours plus the turnaround period of eight (8) hours for a total of thirty two (32) hours.

**25.2.1** Employees shall be entitled to a minimum of one (1) day off, as defined in Article 25.2, in each work week. Where an employee does not receive such a day off, he shall be paid an additional one (1) times his straight time hourly rate for all hours worked on the day off as defined above, provided however that in no case shall an employee be paid at a rate greater than two (2) times his straight time hourly rate.

**25.2.2** The thirty two (32) hours referred to in Article 25.2 may commence at any time prior to midnight Saturday and may include time in the following work week.

**ARTICLE 26**

**Turn Around**

**26.1** A turn around period is a period of at least eight (8) hours separating the end of the last tour of duty and the beginning of the next tour of duty.

**26.2** Except as otherwise provided, when the start of the next tour of duty encroaches on the turn around period, he shall be paid one-half (1/2x) times the straight time hourly rate for each hour of such encroachment. Hours which encroach on the turn around period as a result of an extended meal period greater than one-half (1/2) hour taken at the option of the employee, shall not be deemed to be hours of encroachment.

**26.3** Such encroachment hours shall be included in the next normal working day for overtime calculation purposes.

**ARTICLE 27**

**Overtime**

**27.1** All time worked in excess of the basic eight (8) hours in any one (1) tour of duty shall be paid at the rate of one and one-half (1 1/2x) times the straight time hourly rate of the employee. An additional one-half (1/2x) times the straight time hourly rate of the employee shall be paid for all hours worked in excess of eleven (11) hours in any one (1) tour of duty. Overtime shall be paid out in accordance with the provisions of Article 23 of this Agreement.

**27.2** Employees shall be paid overtime at the rate of one and one-half (1-1/2x) times the straight time hourly rate of the employee for all hours worked in excess of forty (40) hours in any one (1) work week and an additional one-half (1/2x) times the straight time hourly rate of the employee for all hours worked in excess of forty eight (48) hours in any one (1) work week. Hours worked in excess of eight (8) in a tour of duty shall be excluded from the calculation of weekly overtime contained herein.

**ARTICLE 28**

**Call Back**

**28.1** Call back shall be defined as the time worked by an employee who, having completed his tour of duty and having left his place of work with no prior notice of further work requirements, is required to return to perform work which is not contiguous with his tour of duty the next day, if called out before midnight, and is not contiguous with his tour of duty on the same day, if called out after midnight. If the work is contiguous with his next tour of duty, Article 24 - Scheduling, shall apply.

**28.2** An employee called back to work shall be paid one and one-half (1 1/2x) times his basic hourly rate for work performed on call back, with a minimum credit of three (3) hours at straight time rates. If work performed on call back extends beyond four (4) hours, all time worked in excess of the first four (4) hours shall be compensated at double (2x) times the basic hourly rate.

**ARTICLE 29**

**Meal and Break Periods**

**29.1** Employees assigned to work a tour of duty that exceeds six (6) hours shall receive an unpaid meal break of not less than one-half (1/2) hour and not more than one (1) hour, subject to the following:

- a) The meal break shall be scheduled to begin not earlier than the start of the third (3rd) hour and not later than the end of the sixth (6th) hour of the tour.

b) Second and subsequent meal breaks shall be assigned to begin not later than five (5) hours from the completion of the employee's previous meal break.

c) Should the employee be of the opinion that he will not be able to stop working during the meal break, he must contact the Company to receive authorization to work through the meal break. If such authorization is granted the employee will be paid seven dollars and fifty cents (\$7.50) for each meal period so displaced. This premium shall only apply to employees working in their base city.

**29.1.1** When assigned to work at an assignment or conference outside of his branch office, employees shall be entitled to take meal breaks as contained in Article 29.1 above or such longer meal break as he so desires and the assignment so allows. In these instances, only those hours actually worked shall be paid. If the employee is absent from the assignment location, then those hours are considered as a meal break and shall be so indicated on the employee's time sheet and shall not be paid. Where an employee opts under this section to take a longer meal period, the provisions of Article 26 shall not apply.

Should the employee decide to only take a one-half (1/2) hour meal break, then he must be in attendance on location at all other times.

**29.2** During the course of their normal day's work, employees will have the right to two fifteen (15) minute long work breaks, one in the first half of their full-time tour, the other in the second half of such full-time tour. Employees working more than eleven (11) hours shall be

entitled to take an additional fifteen minute work break if they so desire.

Operators and technicians who are assigned to assignments or conferences outside their branch offices will take work breaks as operational requirements permit.

**ARTICLE 30**

**Travelling Time**

**30.1** Travelling time by common carrier, shall be defined as the regularly scheduled duration of travel by the common carrier to or from an assignment outside of an employee's base city plus

a) one (1) hour prior to the scheduled departure time and one-half (1/2) hour following the return to the base city in the case of trip by plane or ferry; or

b) one-half (1/2) hour prior to the scheduled departure time and one-half (1/2) hour following the return to the base city in the case of a trip by train or bus.

Travel time by common carrier shall be paid at straight time rates and shall not contribute to weekly overtime calculations. At no time shall an employee be paid for more than eight (8) hours of travel time during any trip.

**30.2** If travelling by Company vehicle and alone, the time spent travelling to and from an assignment outside of the base city where the employee must stay overnight will be paid as straight time rates but will contribute to the weekly overtime calculation.

If travelling by Company vehicle with one or more individuals, the time spent travelling to and from an assignment outside the base city where the employee must stay overnight will be paid at straight time rates and will not contribute to weekly overtime.

**30.3** Travelling time as outlined above shall not be considered for the purposes of Article 26 - Turn Around.

**30.4** Where an employee travels on a day that he is required to work, going to or coming from an assignment where he has to or had to stay overnight, he shall be paid for such travel time at straight time rates, however, overtime shall only be paid for those hours actually worked beyond the first eight (8) hours worked on that day.

If an employee starts and finishes his day in his base city any travel time by Company vehicle on that day shall be paid as normal time worked.

**30.5** An employee who is required to remain out of his base city at the Company's request even though his services are not required on the day in question, shall be credited with eight (8) straight time hours for each such layover day. Such hours shall not be counted in the calculation of weekly overtime but will count toward the weekly time off pursuant to Article 25.

If an installation or any other Company business has to be done on a layover day, it shall be done within the framework of the eight (8) hours being credited even if the installation can only be done after 5:00 p.m. or early the next morning, prior to the start of the conference.

**ARTICLE 31**

**Location Definition and Expenses**

**31.1** For the purposes of this Agreement the following definition of "base city" shall apply:

- a) For employees normally assigned from the Vancouver branch: any point outside the Greater Vancouver Regional District;
- b) For employees normally assigned from the Victoria branch: any point outside the Greater Victoria Regional District;
- c) For employees normally assigned from the Whistler branch: any point outside the Squamish-Lillooet Regional District.

**31.2** Employees on assignment outside their base city who are required to stay overnight shall receive a meal allowance for each meal period as follows:

**Effective Date of Ratification**

- a) Breakfast \$10.00
- b) Lunch \$12.00
- c) Dinner \$22.00

**Effective December 1, 1996**

- a) Breakfast \$10.00
- b) Lunch \$13.00
- c) Dinner \$22.00

31.2.1 When meals are supplied by the organizer, are included in the cost of accommodation, or are included in travel purchases from a common carrier, no meal allowance will be paid.

31.2.2 In unusual circumstances where the amounts set out in Article 31.2 above prove to be insufficient, the Company shall consider reimbursing the employee a reasonable additional sum upon presentation of receipts.

31.3 Laundry allowance is payable to the employee after having been outside his base city for a period of four (4) consecutive nights and will be paid on the fifth (5th) day.

The Company pays \$5.00 per night; the total of \$20.00 being payable on the fifth (5th) day; and \$5.00 per day for each day beyond the initial five (5) days.

31.4 If travelling to a location outside of the base City, the Company shall pay the following to get from home to the airport/train station/bus terminal and vice versa:

**BASE CITY      Effective Date of Ratification**

**Each Way**

Vancouver	\$26.00
Victoria	\$10.00
Whistler	\$ 6.00

31.4.1 Taxi expense, without explanation, will not be allowed for an employee from the airport/train station/bus terminal to the hotel/conference site and vice versa. Airport bus service must be used at all times from airport to hotel/conference site and vice versa.

31.4.2 Other legitimate costs of transportation authorized in advance by the Company will be reimbursed on presentation of receipts.

31.5 When an employee is assigned to work outside of Canada, all meal allowance and other authorized expenses shall be paid to the employee in American Dollars.

31.6 If at any time an employee is assigned to an out-of-town assignment and he requires his meal allowance in advance, the Company will accommodate the employee concerned where at least three (3) working days notice thereof is received by the Company.

**ARTICLE 32**

**Vehicle Expenses**

32.1 It is agreed that the use of an employee's vehicle for the Company's business is not mandatory. However, if an employee agrees to use his vehicle, he shall be reimbursed at the rate of thirty-one cents (\$0.31) per kilometre.

32.2 The Company shall advance to employees who have completed their probationary period a sum of fifty (\$50.00) dollars to help defray vehicle and other expenses incurred during the performance of their work. This amount shall be reimbursed to the Company by deduction from the last pay cheque that the employee shall receive from the Company.

32.3 Employees required by the Company to use their personal vehicles on Company business shall be reimbursed for parking meter and off street parking costs incurred therein.

**ARTICLE 33**

**Compassionate Leave**

33.1 When an employee is required to be absent from work due to a death in the immediate family, he shall be granted compassionate leave of absence of up to three (3) working days without loss of pay for the purposes of attending/arranging the funeral.

33.1.1 "Immediate family" shall be defined as a spouse, child, father, mother, brother, sister, grandfather, grandmother, mother - in - law, or father - in - law.

**33.2 Paternity Leave**

Employees shall be entitled to one (1) day off without loss of pay for the purpose of attending his wife during the birth of his child.

**33.2.1 Adoption Leave**

Employees shall be entitled to one (1) day off without loss of pay for the purpose of taking into his/her custody a child being adopted by the employee.

33.3 The above provisions shall not have the effect of precluding a particular agreement to aid an employee in exceptional circumstances or to agree to prolong a leave provided therein.

33.4 The word "spouse" as used in this Agreement shall mean a man and woman:

- a) who are legally married; or
- b) who live in a conjugal relationship and have done for a period of three (3) years or more; or
- c) who live in conjugal relationship and have done for more than one (1) year and a child has been born from their union; and
- d) publicly represent themselves as spouses.

33.5 When an employee is eligible to be absent without loss of pay under the provisions of Article 33.1 or 33.2, he shall receive the equivalent of eight (8) hours at his regular hourly rate for each such day off.

#### ARTICLE 34

##### Jury Duty

34.1 A regular employee required to serve as a juror shall suffer no loss of pay for the period he is required to attend such proceeding.

34.2 A regular employee subpoenaed to act as a juror shall be paid for eight (8) hours at his normal straight time rate and the employee shall remit to the Employer all monies paid to him by the Court, except travelling and meal allowances not reimbursed by the Employer. In the case of regular part-time employees, payment shall be based on the average number of daily hours worked during the previous thirty (30) working days at the straight time rate. These

employees shall also remit to the Company all monies paid to him by the Court, except travelling and meal allowances not reimbursed by the Company.

**ARTICLE 35**

**General Leave**

35.1 Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence with or without pay to an employee requesting such for good and sufficient cause as determined by the Employer; such request to be in writing and approved by the Employer.

**ARTICLE 36**

**Maternity and Parental Leave**

36.1 Employees shall be entitled to maternity and parental leave in accordance with the maternity and parental leave provisions of the Employment Standards Act of B.C.

**ARTICLE 37**

**Medical and Group Insurance**

**37.1** The Company agrees to maintain the current Medical and Group Insurance plans at existing benefit levels and premium payment ratios for the term of this Agreement. It is further agreed that it is the employee's responsibility to pay one hundred percent (100%) of the Weekly Indemnity and Long Term Disability premiums and that any premium payments made by employees shall first be applied thereto. Any surplus amount of employee premium payments shall be used as a contribution to the remaining benefit premiums.

**37.2** Where an employee is laid off the Company shall continue to pay its portion and the laid off employee's portion of premiums for the first three (3) months of layoff. Upon recall, the employee will reimburse the Company for that portion of premiums paid on his behalf.

**ARTICLE 38**

**Safety**

**38.1** The Company and the Union mutually agree that all applicable Workers' Compensation Board Regulations shall be strictly adhered to.

**38.2** The Company shall provide the necessary protective safety clothing and shall take the necessary safety measures when employees are given tasks where conditions so require. The wearing

or use of these articles is obligatory. Such clothing and safety equipment shall remain the Company's property.

**38.3** The Company shall provide appropriate assistance where an employee is assigned to carry out the installation, delivery and pick-up of heavy equipment.

## **ARTICLE 39**

### **Clothing Allowance**

**39.1** The Company shall furnish to each regular employee who is normally assigned to installation, delivery or pick-up of equipment the following articles of clothing:

a) five (5) polo shirts;

b) two (2) sweaters;

c) one (1) windbreaker;

d) one (1) winter jacket.

**39.1.1** Such clothing as set out in Article 39.1 may be replaced, as determined by the Company, on the anniversary date of the employee's hiring. The employee shall be responsible for replacement of such clothing where the clothing has been damaged or lost as a result of the employee's negligence.

**39.2** It is understood that, with the supply of the above listed day to day work clothing, employees will ensure that they report to work clean and neat at all times and that they are wearing the appropriate

clothing for the job that they perform, in accordance with Company policy on the matter.

**ARTICLE 40**

**Tools**

**40.1** It is expressly agreed that employees shall not be required to provide their own tools for the performance of their duties and the Company shall issue all tools and material determined by the Company as being required to carry out work assignments.

**ARTICLE 41**

**Continuing Education**

**41.1** The Company supports continuing education of its employees. In addition to its in-house training programs and periodic seminars to which selected employees are sent, the Company shall consider assisting employees in the defraying of costs for job related education programs taken at the option of the employee.

**41.2** Employees required by the Company to attend training programs or seminars shall be granted required periods of leave of absence to attend such without loss of pay. At no time shall an employee be paid for more than eight (8) hours in a day, nor more than forty (40) hours in a week while attending such training programs or seminars. All time spent at such training programs shall be paid as straight time. Travelling time to get to and from a training program or seminar shall be without pay.

**ARTICLE 42**

**Term of Agreement**

**42.1** This Agreement shall commence on the date of signing and shall remain in force for the period ending on the 30th day of November, 1997 and from year to year thereafter, unless either Party notifies the other Party by registered mail during the four (4) months prior to the day of expiry, or anniversary of such date, of its intent to modify the Agreement.

**42.2** If such notice is given as specified in Article 42.1 above, a meeting shall be held within ten (10) days, or such other date as is mutually agreed upon, for the purpose of negotiating a new or revised Collective Agreement. Further, both Parties shall adhere to the terms of this Agreement during the period of bona fide collective bargaining.

**42.3** The parties agree to exclude the operation of Sections 50 (2) and 50 (3) of the Labour Relations Code of British Columbia.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1995.

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA - CLC	INTERNATIONAL SIMULTANEOUS TRANSLATION SERVICES LTD. AND TELAV INC
--	--

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPENDIX A

Letter of Understanding

Re: Signing Bonus

On the effective date of this Collective Agreement, all regular full time employees who were actively employed as of November 30, 1994 and who remain actively employed as of the date of ratification shall receive a signing bonus of \$250.

COMMUNICATIONS,	INTERNATIONAL
ENERGY AND	SIMULTANEOUS
PAPERWORKERS UNION	TRANSLATION
OF CANADA - CLC	SERVICES LTD.
	AND TELAV INC

\_\_\_\_\_

\_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1995.

APPENDIX B

Letter of Understanding

**Re: Effective Date**

Except as otherwise specified in this memorandum of agreement, all items in this Memorandum of Agreement shall become effective the date of the receipt of the variance to the overtime provisions of the Employment Standards Act with the exception of the Wage Equalization Plan referred to in Article 23, which shall become effective February 26, 1995. All employees who, as of February 25, 1995 had a positive balance in their overtime bank as referred to in Article 23 of the collective agreement dated May 12, 1992, shall have that amount paid out. Any shortfalls as of February 25, 1995 shall not be carried over.

**APPENDIX B, Cont'd.**

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA - CLC	INTERNATIONAL SIMULTANEOUS TRANSLATION SERVICES LTD. AND TELAV INC
--	--

_____	_____
_____	_____

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1995.

APPENDIX C

Letter of Understanding

**Re: Rates of Pay - New and Existing Employees**

NOTWITHSTANDING ARTICLE 22.1 of the Collective Agreement, any regular full-time employee who is being paid over scale as per the Collective Agreement of May 22, 1992 shall continue to be paid over scale for the term of this Collective Agreement, as long as he remains within the class to which he was slotted. If the employee moves from Class C to Class B, or Class B to Class A, he will thereafter be paid at the appropriate level on scale as contained in Article 21 of this Collective Agreement.

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA - CLC	INTERNATIONAL SIMULTANEOUS TRANSLATION SERVICES LTD. AND TELAV INC.
--	---

\_\_\_\_\_

\_\_\_\_\_

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1995.