

COLLECTIVE AGREEMENT

BETWEEN

STRATEGIC COMMUNICATIONS INC.
(Hereinafter known as the “Company”)

and

TELECOMMUNICATIONS WORKERS UNION
(Hereinafter known as the “Union”)

September 1, 2006 to August 31, 2010



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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 August 24th, 2001.

ARTICLE 2 – UNION RECOGNITION

2.01 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.

ARTICLE 3 – DEFINITIONS

3.01 For purposes of this Agreement, an employee is one who has successfully completed probation under Article 7.03, and who is available to work twelve (12) hours or more per week, and who normally works at least that number of weekly hours on a regular or irregular scheduled basis.

3.02 Temporary Employee

A temporary employee is one who is hired for a fixed period of employment (i.e. a period of employment with established starting and ending dates), or one who is hired for a specific project or undertaking of unspecified duration.

3.02.1 No temporary employee may work for longer than three (3) consecutive months in any particular temporary appointment without the approval of the Union. Union approval shall not be unreasonably denied.

3.02.2 The number of temporary employees employed at any particular time shall not exceed ten percent (10%) of the bargaining unit employees as defined in Article 3.01 except when temporary employees are employed on election campaigns. The percentage of temporary employees may also exceed ten percent (10%) at other times if the Union agrees in advance.

3.02.3 Temporary employees shall only be covered by the following articles and/or sections of this Agreement: 1, 2, 3, 4, 5, 6, 9, 10, 11, 12, 15, 16, 17, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34.01 and 34.05, 35, 36, 37, 38, 39, 40, 41, 42, 44, 45 and 46.

3.02.4 Temporary employees shall be laid off prior to the layoff of any employee as defined in Article 3.01.

3.02.5 Temporary employees shall not be scheduled to work while there are qualified employees as defined in Article 3.01, who are laid off and on the recall list under

Article 8 or who have signed-up for work under Article 15.07 and who have not been scheduled to work.

3.02.6 Temporary employees shall be paid at the Increment Step I Caller rate during the entire period(s) of their temporary employment. They shall be eligible for statutory holiday pay and vacation pay pursuant to the provisions of the BC Employment Standards Act.

ARTICLE 4 – DISCRIMINATION

- 4.01 The Company shall not act in a discriminatory, arbitrary or bad faith manner in its treatment of employees pursuant to the terms of this Agreement.
- 4.02 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 British Columbia Human Rights Act, unless proper and just cause exists.
- 4.03 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

- 5.01 As a condition of employment, all present employees shall remain Union members in good standing. All employees shall become Union members after the signing of this Agreement and shall remain Union members in good standing. All new employees shall, as a condition of employment, become and remain Union members in good standing of the Union.

ARTICLE 6 – UNION DUES

- 6.01 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.
- 6.02 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.

ARTICLE 7 – SENIORITY

- 7.01 A seniority list shall be determined for all employees who are on roll as at September 13th, 2002 on the basis of the date they were hired. Each employee's initial seniority date shall be converted to hours on the basis of one (1) month equals one hundred and ten

(110) hours. Following ratification, each employee's seniority shall accumulate on the basis of their hours actually worked.

- 7.02 The seniority list shall be updated quarterly [every three (3) months].
- 7.03 Newly hired employees shall serve a probationary period during their first two hundred and forty (240) straight-time hours worked or three (3) months, whichever occurs later. The probationary period is to provide an opportunity for the Company to determine whether an employee is suitable for continued employment. The Company may terminate probationary employees who are unsuitable in accordance with the terms of this Agreement.

ARTICLE 8 – LAYOFF AND RECALL

- 8.01 For purposes of this Agreement, a “layoff” occurs when the availability of work decreases to the extent that no work is available for one or more employees for one (1) week or longer.
- 8.02 Employees shall be laid off and recalled within their own classification on the basis of seniority, provided that senior employees may volunteer to take a voluntary layoff with the result that junior employees who would otherwise be laid off are retained.
- 8.03 Notwithstanding the above, the Company may temporarily retain or recall employees out of seniority in times of layoff when it is necessary to retain or recall employees with particular training, skills or abilities in order to meet its operational requirements. In the event the Company wishes to do so, it shall meet with the Union and provide reasons for layoff, the length of the layoff and the employees affected by the deviation from seniority. If the Union objects to the deviation, the Company may elect to proceed to retain or recall employees out of seniority for a period of two weeks during which time the matter shall be referred to an expedited arbitration for resolution.
- 8.04 Laid off employees shall maintain and accumulate seniority for the period of their layoff on the following basis:
- Employees with zero (0) to eleven (11) months seniority shall retain their right of recall for six (6) months.
 - Employees with twelve (12) to thirty-five (35) months seniority shall retain their right of recall for twelve (12) months.
 - Employees with thirty-six (36) months or more seniority shall retain their right of recall for twenty-four (24) months.

- 8.05 It is the employee's responsibility to keep the Company informed of any change in his/her address, phone number and availability for work. Once a laid off employee has been contacted by the Company about returning to work, he/she shall have two (2) weeks to report to work.
- 8.06 An employee who is terminated for any reason and who is subsequently rehired, shall have his/her previous seniority bridged for purposes of this Agreement, provided that he/she is rehired within one (1) year of such termination. That is, the length of the earlier period of employment shall be added to the length of the current period of employment to determine the employee's seniority with the Company.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01.1 For purposes of this Agreement, a grievance is defined as any difference between the parties arising out of the interpretation and/or the application of this Agreement, including but not limited to any question as to whether a matter is arbitrable, or any difference concerning the dismissal, discipline or suspension of an employee, or disputes arising out of changes in past practice or violations of statutory requirements.
- 9.01.2 The Company may initiate grievances against the Union at Step Two of the grievance procedure within thirty (30) calendar days of the incident giving rise to the grievance.
- 9.02.1 An employee, who believes he/she has a grievance, shall first take the matter up with his/her immediate management supervisor. At the employee's discretion, a shop steward may be in attendance or represent the employee during this discussion.
- 9.02.2 If the matter is not resolved through such discussions, an earnest effort shall be made to settle grievances promptly in the following manner:
- Step One: Within thirty (30) calendar days of the incident giving rise to the grievance or within thirty (30) calendar days from the date the grievor should reasonably have become aware of the incident giving rise to the grievance, notice of the grievance shall be submitted in writing to the Call Centre Manager or designate. The notice of grievance shall state the articles of the agreement it is alleged to have been violated and shall provide adequate particulars to allow the Company to investigate the grievance. Two (2) bargaining unit members designated by the Union and/or a designated Union Councillor shall discuss the grievance with the Call Centre Manager or designate, who shall respond in writing within two (2) business days (Monday to Friday) following that discussion.
- Step Two: If the grievance is not resolved at Step One, a meeting shall be scheduled between a Union Business Agent and/or a designated Union Councillor or

a Shop Steward, and the President of the Company or designate, within thirty (30) calendar days of the Union's receipt of the Step One response.

- 9.02.3 Grievances shall be taken up on Company time. The 1st and 2nd steps of the Grievance Procedure shall be conducted during regular working hours (between 9:00 a.m. and 5:00 p.m., Monday to Friday), unless it is mutually agreed otherwise.
- 9.02.4 The Company shall respond in writing to the Union of its decision within seven (7) calendar days of the Step Two meeting.
- 9.02.5 The time limits established for initiating and/or processing grievances under this Article 9 are mandatory in all respects and may only be changed by mutual agreement of both parties. Neither party shall unreasonably deny a request by the other party for a time limit extension. Should the Union fail to comply with the required time limit, the grievance in question shall be deemed abandoned. Should the Company fail to comply with the required time limit the grievance shall automatically be advanced to the next step of the grievance procedure or to arbitration, as the case may be.
- 9.02.6 If the grievance is not resolved at Step Two either party may, within thirty (30) calendar days of the Step Two meeting, refer the matter to arbitration. Arbitration proceedings shall be instituted by service of a written notice to arbitrate by either party upon the other.
- 9.02.7 The above notwithstanding, the time limits required for initiating and processing grievances that allege unjust dismissal (i.e. Sections 9.02.2 Steps One and Two and Section 9.02.6) shall be reduced from 30 calendar days to fourteen (14) calendar days.
- 9.02.8 Incomplete information on the notice of grievance required in 9.02.2 Step One shall not nullify the grievance.

ARTICLE 10 – ARBITRATION

Should the arbitration process be deemed necessary, the following shall apply:

- 10.01 The right to arbitration shall not extend to any matters other than those concerning the interpretation, application, administration, or alleged violation of this Agreement.
- 10.02 Arbitration proceedings shall be instituted by service of a written notice to arbitrate by either party upon the other. The parties shall, within seven (7) days of the service of such notice, appoint a sole Arbitrator. If agreement 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.

- 10.03 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 it shall be bound by the terms and provisions of this Agreement.
- 10.04 The Arbitrator shall, before the hearing, require the representatives of the parties to appear before them 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.
- 10.05 The Arbitrator shall complete the hearing and hand down his/her award within thirty (30) days of his/her appointment, unless this time limit is extended by the mutual consent of the Union and the Company.
- 10.06 Each party shall pay the fees and expenses of its own appointee (if applicable) and witnesses. Each party shall pay fifty percent (50%) of the fees and expenses of the Arbitrator.
- 10.07 If the Union submits a disciplinary case to arbitration, the Arbitrator shall have the authority to substitute a lesser penalty if, in the opinion of the Arbitrator, the Company discipline was too severe.
- 10.08 The decision of the Arbitrator shall be final and binding on the parties.
- 10.09 Grievances may be adjudicated by a three (3) person arbitration panel rather than by a single Arbitrator provided the parties mutually agree.
- 10.10 Expedited Arbitration

Should a matter not be resolved and an Arbitrator be required to resolve the issue, upon mutual agreement, the Parties may make use of a Settlement Officer pursuant to Section 105 of the *Labour Relations Code of BC*.

ARTICLE 11 – JUSTICE AND DIGNITY

- 11.01 Grievances and arbitrations involving suspensions and/or terminations shall be expedited as much as possible so as to reduce the period of uncertainty for the employee involved. In this regard, the parties shall endeavour to have such suspension and/or termination grievances arbitrated within sixty (60) calendar days from the date such disciplinary action was taken.

ARTICLE 12 – PICKETING

- 12.01 Employees covered by this Agreement shall have the right to refuse to cross a legal picket line or to perform the work of those who are on a legal strike pursuant to the

Labour Relations Code of BC. Failure to cross a legal picket line, or to perform the work of those who are on a legal strike as defined above, shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

- 12.02 The Union shall make prompt investigation of any picketing situation involving Company employees. In the case of a legal picket, the Union shall make every effort to obtain clearance from the affected Union. Illegal picket lines shall be disregarded.
- 12.03 The Company agrees that no employees shall be required to cross any picket line until clearance has been obtained from the President of the Union or his/her appointee.
- 12.04 During the term of this Agreement, there shall be no strikes, slowdowns or interruption of any kind in the work of the bargaining unit by any employee, the Union or any person acting on behalf of the Union, whether or not such strike, slowdown or interruption has been authorized by the Union; nor shall the Company lockout bargaining unit employees.

ARTICLE 13 – CONTRACTING OUT

- 13.01 Bargaining Unit employees, who have successfully completed probation and achieved seniority status, shall not be laid off and placed on the recall list as a direct result of contracting out work that is normally and regularly performed within the Caller classification.
- 13.02 If and when work within the Caller classification is contracted out, the Company shall contract with recognized union firms provided their work is deemed to be satisfactory by the Company and it is practical from a financial perspective for the Company to do so.
- 13.03 The Company shall notify the Union if and when it contracts out work that is normally and regularly performed within the Caller classification and shall, at the Union's request, discuss such contracting out situations with the Union.
- 13.04 The Company shall endeavour to maintain work volumes that have historically been performed in the Vancouver Call Centre, provided it is able to meet its operational and customer service objectives by so doing.
- 13.05 The movement of work between various Company-owned and operated Call Centres is not considered as contracting out for purposes of this Article, however in situations where the movement of work to another Company-owned and operated Call Centre results in the layoff of bargaining unit employees as defined in Article 3.01, the Company shall discuss the matter with the Union prior to the movement if operationally possible to do so, or otherwise as soon as possible.

ARTICLE 14 – TECHNOLOGICAL CHANGE

- 14.01 For purposes of this Agreement, “technological change” means the introduction of a change in equipment or material, or a change in the manner in which the Company carries on its work, undertaking or business related to the introduction of the changed equipment or material, which affects the terms, conditions or security of employment of a significant number of employees to whom this Agreement applies.
- 14.02 The Company shall notify the Union at least thirty (30) days before the introduction of a technological change under this Article. After the above notice has been given, the Company and the Union shall meet to discuss the change and its affect on employees.
- 14.03 The provisions of Article 8 shall apply to the layoff of employees as a result of technological change under this Article.
- 14.04 As an alternative to accepting a layoff as a result of technological change under this Article, affected employees may elect to resign their employment and accept severance pay in accordance with the following sections. Employees, who receive severance pay under this Article, are deemed to be terminated in all respects and retain no recall or other rights of employment with the Company.
- 14.05 The following table sets out the quantum of severance pay that may be paid under this Article based upon the affected employee’s accumulated hours at the time of the termination:

Straight-Time Hours Actually Worked	Severance Pay
Up to a total of 3960 hours actually worked	2 weeks
From a total of 3961 to a total of 5010 hours actually worked	3 weeks
From a total of 5011 to a total of 6311 hours actually worked	4 weeks
From a total of 6312 to a total of 7652 hours actually worked	5 weeks
From a total of 7653 to a total of 8973 hours actually worked	6 weeks
From a total of 8974 to a total of 10294 hours actually worked	7 weeks
For a total of 10295 hours actually worked or more	8 weeks

- 14.06 For purposes of earning severance pay under this Article, straight-time hours actually worked includes all paid leaves taken by the employees.
- 14.07 For purposes of calculating severance pay under this Article a “week’s pay” is based upon the average number of hours per week that the applicable employee worked in the twenty-six (26) full pay periods immediately preceding his/her termination.
- 14.08 Employees, who terminate as a result of technological change under this Article and who are covered by the Health Benefit Plan pursuant to Article 33 at the time of their termination, shall continue to receive this benefit as if they had continued to work, for the

period of time following their termination which is equivalent to the number of weeks severance pay they receive under Section 14.05.

- 14.09 The Company shall provide a reasonable amount of retraining to those employees who remain after the introduction of a technological change, in order to enable them to perform the work that remains after the introduction of the change.

ARTICLE 15 – HOURS OF WORK AND SCHEDULING

- 15.01 The normal workday is defined as up to eight (8) paid hours.
- 15.02 The normal workweek for employees shall range from twelve (12) to forty (40) paid hours per week, Sunday through Saturday.
- 15.03 The Company shall schedule shift starting and stopping times to meet its operational and/or customer service objectives. In this regard and subject to sufficient work being available to do so, the Company shall schedule Caller shifts so that a minimum of fifty percent (50%) of the Caller shifts available each week (Monday through Friday) are six (6) hours or longer in duration. This notwithstanding, the Company shall not be required to make six (6) hour or longer shifts available, if an insufficient number of Callers to make such shifts viable indicate a desire to work same under Article 15.07 (i.e. at least 5 Callers). Callers who are scheduled to work a shift longer than four (4) hours and who are sent home early, shall be covered by the provisions of Section 15.04 (iii).
- 15.04 Employees, reporting for work on a regularly scheduled straight-time shift shall be paid:
- i) two (2) hours' pay at the applicable hourly rate when no work is available, and
 - ii) a minimum of four (4) hours' pay at the applicable hourly rate, if the employee commences work, except where the employee is unable to work for reasons reasonably beyond the control of the Company when the guarantee in subsection (i) shall apply.
 - iii) Effective October 23rd, 2006, if an employee commences a shift that is scheduled to last longer than four (4) hours and that shift ends within one (1) hour of its originally-scheduled ending time, the employee will be paid his/her basic rate for the entire shift.
- 15.05 Provided it is operationally possible to do so, schedules shall cover a two (2) week period and shall be posted not less than one (1) week prior to the date on which they become effective to allow employees to be informed of their scheduled shifts.
- 15.06 In the event that cancellation or modification of a previously-scheduled shift prior to the employee commencing work, the Company shall make every reasonable effort to give

affected employees a minimum of twenty-four (24) hours notice. Effective October 23rd, 2006, the following penalties shall apply when the Company does not give affected employees this twenty-four (24) hours notice, provided that the employees in question are maintaining a current phone number (including answering machine) or current email address on file with the Company where such notice can be delivered:

- (a) Modified shift: overtime rates to apply for the first hour worked on the changed shift, if the length of the shift is not reduced. If the length of the shift is reduced, the employee will be paid a lump sum payment equal to one (1) hour straight time pay, in addition to his/her normal wages on such modified shift.
- (b) Cancelled shift: a lump sum payment equal to two (2) hours straight time pay at the applicable hourly rate.

15.07 All Caller shifts scheduled by the Company shall be staffed in accordance with this section (15.07). Callers shall be permitted to self-select the shifts they wish to work on the basis of the following subsections:

- (a) The Company shall post a sign-up sheet so that Callers may indicate their availability to work shifts that the Company makes available. Provided it is operationally possible to do so, the Company shall post sign-up sheets at least one (1) week prior to the date on which the shift(s) in question are to be worked. Failing this, the Company shall post sign-up sheets as far in advance as operationally possible. Provided it is operationally possible to do so, sign-up sheets shall be posted for at least forty-eight (48) hours.
- (b) Callers shall only be eligible to sign up for shifts that are available within their own classification.
- (c) Callers wishing to work particular shifts must indicate their availability to work (sign-up) on the applicable sign-up sheets. It shall be the Caller's responsibility to make themselves aware of available shifts that are posted. Callers who sign up for a particular shift shall report for work on that shift, if they are scheduled, unless they obtain an approved shift change under Section 15.09.
- (d) The Company shall determine the number of Callers it requires to work in each shift, considering each employee's preference on the following basis:
 - (i) at least seventy percent (70%) of the required number of Callers shall be scheduled on the basis of seniority, provided that no overtime is incurred as a result, and
 - (ii) up to thirty percent (30%) of the required number of Callers may be scheduled by the Company, seniority notwithstanding, when the Company believes it is

necessary to do so in order to meet its operational and/or customer service objectives.

- (iii) the Company shall consider the principle of seniority when exercising its discretion to schedule Callers under subsection (ii), provided that its ability to meet its operational and/or customer service objectives is not affected by so doing.
- (e) When an insufficient number of Callers sign up for a particular shift, the Company may schedule the balance of employees it requires in that classification on that shift without reference to this section (15.07).
- (f) When overtime would be incurred as a result of an application of seniority under subsection (c) (i), the Company may schedule alternate Callers to work the shift(s) in question at straight time rates without reference to this section (15.07).
- (g) The Company shall assign the work to be performed by Callers who have been scheduled under this Article. The Company shall, without prejudice or establishing a precedent, consider the desire of those employees who have expressed an interest in working on a particular program or type of program when it assigns work.
- (h)
 - (i) The Company shall establish minimum levels of acceptable performance for each program (e.g. for each client and/or type of call being made). Callers, who are unable to maintain the minimum level of acceptable performance for a particular program or type of program on an ongoing basis shall not thereafter be eligible to work on that program or type of program, except at the Company's discretion, and they shall not be scheduled if there is no other work available.
 - (ii) The Company shall develop a list of programs and/or types of programs to be used for purposes of this section and shall discuss such list with the Union before its implementation or its subsequent revision.
 - (iii) The Company shall provide a reasonable amount of remedial training to Callers before first declaring them ineligible to work on a particular program or type of program under this section.
 - (iv) Callers who have first been declared ineligible to work on a particular program or type of program under this section, shall be given two (2) opportunities to re-establish such eligibility, the first not earlier than three (3) months after first being declared ineligible, the second not earlier than one (1) year after being declared ineligible the second time. The Caller in question shall determine when to apply to have his/her eligibility reinstated. Callers who are first declared ineligible to work on a particular program or type of

program shall not thereafter be eligible for additional remedial training; and, after being declared ineligible a second time, shall not thereafter be eligible to work on the program or type of program in question, except at the Company's discretion.

- (v) The Company's decision to declare a Caller ineligible to work on a particular program or type of program shall be subject to the grievance procedure (Article 9).

15.08 (a) The Company shall schedule supervisors to work by seniority provided that no overtime is incurred as a result.

- (b) Supervisors shall normally be scheduled to work a minimum of six (6) hours per day and twenty-four (24) hours per week, provided there is sufficient work available for the Company to do so, unless the Supervisor agrees to be scheduled for less daily or weekly hours.

15.09 (a) When an employee wishes to cancel or change the starting time of a shift for which he/she has been scheduled, the employee shall notify the Company sufficiently in advance so that a suitable replacement can be arranged. Employee-initiated shift changes/cancellations must be approved in advance by the Call Centre Manager or designate. Approval shall not be unreasonably denied.

- (b) The minimum amount of notice required in the case of cancellation of a shift shall be twenty-four (24) hours. The minimum amount of notice required in the case of a changed shift starting time for other than sickness or emergency shall be three (3) hours. Employees shall give as much notice as possible prior to the start of their scheduled shift in the case of sickness or emergency.

ARTICLE 16 – OVERTIME COMPENSATION

16.01 Overtime is defined as work that is performed in excess of eight (8) hours in any day or in excess of forty (40) hours in any workweek.

16.02 Employees, who are not scheduled to work full-time hours on any day or in any week and who work more than their regularly-scheduled hours, shall not be eligible for overtime rates until they have completed more than eight (8) hours per day and/or more than forty (40) hours per week, after which overtime rates shall apply in accordance with this Article.

16.03 Overtime that occurs at the beginning or at the end of a scheduled straight-time shift shall normally be worked by those employees who perform the work in question on such scheduled straight-time shift.

- 16.04 Overtime shall be voluntary in the Caller classification. All overtime must be approved in advance by the Call Centre Manager or designate. The Company shall endeavour to keep overtime to a minimum.
- 16.05 When overtime is worked, the following overtime rates of pay shall apply:
- i) Time at one and one-half (1.5X) the applicable hourly rate for all hours worked in excess of eight (8) hours per day, or for all hours worked in excess of forty (40) hours per week.
 - ii) Double (2X) the applicable hourly rate of pay for all hours worked in excess of eleven (11) hours per day, or in excess of forty-eight (48) hours per week.
 - iii) For the purposes of calculating weekly overtime, only the first eight (8) hours worked in each day shall be counted irrespective of how long the employee works on any day of the week.
- 16.06 Employees who are called back to work after completing their regularly-scheduled daily or weekly hours shall be guaranteed minimum remuneration equivalent to four (4) hours' pay calculated at the applicable straight-time hourly rate, irrespective of whether or not overtime rates apply to such work.
- 16.07 Employees, who work more than one (1) hour overtime after completing eight (8) hours straight-time work in any day, shall receive a paid rest break of fifteen (15) minutes. Employees, who work more than three (3) hours overtime after completing eight (8) hours straight-time work in any day who work more at the end of their regularly-scheduled full-time shift, shall receive a meal allowance of \$8.00 and a further fifteen (15) minute rest period shall be provided.

ARTICLE 17 – HEALTH AND SAFETY

- 17.01 The Company agrees to make proper provisions for the maintenance of high standards of health and safety in the workplace. The Company shall comply with applicable health and safety legislation and regulations.
- 17.02 Pursuant to the Workers Compensation Act and Regulations, no employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where he/she has reasonable grounds to believe that there is a significant risk to his/her health or safety to do so.
- 17.03 The Company shall provide a telephone line for emergency contact.
- 17.04 Health and Safety Committee

- 17.04.1 There shall be a joint Health and Safety Committee consisting of two (2) representatives each from both the Union and Management. Each party shall select its own representatives.
- 17.04.2 Except in cases of emergency, the Committee shall meet regularly bi-monthly at the call of the Committee Chairperson to consider matters pertaining to the health and safety of all employees. Additional meetings of the Committee shall be held as required. All such meetings shall take place on Company time. The parties shall alternate chairing the meetings at intervals of six (6) months.
- 17.04.3 The role of the Health and Safety Committee shall be to make recommendations and to assist in creating a healthy and safe workplace for all employees. Without limiting the generality of this mandate, the Committee shall discuss and make recommendations on workplace environmental matters such as, but not limited to:
- a. Safe access to the building.
 - b. Quality of equipment provided, including chairs.
 - c. Lighting and air quality.

The Company shall not unreasonably refuse to implement recommendations made by the Health and Safety and shall respond in writing to the health and safety committee within twenty-one (21) days of receiving committee recommendations either:

- (a) The Company shall respond in writing to the Health and Safety Committee within twenty-one (21) days of receiving Committee recommendations, either
 - (i) indicating its acceptance of the Committee's recommendation, or
 - (ii) giving the Company's reasons for not accepting the recommendation.
- (b) If the Company does not accept the Committee's recommendations, a co-chair of the Committee may report the matter to the Workers Compensation Board (WCB), which may investigate and attempt to resolve the matter.
- (c) If it is not reasonably possible to provide a response before the end of the twenty-one (21) day period, the Company must provide the Health and Safety Committee within that time with a written explanation for the delay, together with an indication of when the response will be provided.
- (d) If the Committee is not satisfied that the explanation provided under subsection (4) is reasonable in the circumstances, a co-chair of the Committee may report this to the WCB, which may investigate the matter and may, by order, establish a deadline by which the Company must respond.

17.04.4 A sub-committee of one (1) Management representative and one (1) Union representative shall make monthly inspections of the workplace and equipment and shall report the results of their inspection to the Committee.

17.04.5 A copy of the minutes of each Health and Safety Committee 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.

ARTICLE 18 – STATUTORY HOLIDAYS

18.01 Subject to Section 18.02 below, the following days shall be observed as paid holidays for employees who have completed thirty (30) calendar days of service:

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

18.02 Employees shall be paid statutory holiday pay calculated on the basis of the following:

- a) For employees who have worked at least fifteen (15) days in the thirty (30) calendar days immediately preceding the holiday, by dividing the employee's total wages, excluding overtime, for the thirty (30) calendar day period by the number of days worked.
- b) For employees who have worked less than fifteen (15) days in the thirty (30) calendar days immediately preceding the holiday, by dividing the employee's total wages, excluding overtime, for the thirty (30) calendar day period by fifteen (15).

18.03 Working on a holiday entitles an employee to time and one-half (1.5X) for the first eight (8) hours so worked and double time (2X) for all hours worked in excess of eight (8) hours on that day, overtime pay pursuant to Article 16.05 notwithstanding. In addition, the employee shall receive pay for the holiday in accordance with section 18.02 above.

18.04 Statutory holidays are included when calculating hours actually worked under this Agreement based upon the amount of statutory holiday pay received. This amount shall be converted to the applicable hours of leave by dividing such amount by the employee's normal basic rate pursuant to Schedule "A".

ARTICLE 19 – VACATION PAY

19.01 Employees shall earn vacation pay on the basis of their hours worked, as follows:

- a) Until the employee actually works a total of two thousand six hundred and forty (2,640) straight-time hours: four percent (4%) of gross earnings.
- b) After the employee actually works a total of two thousand six hundred and forty (2,640) straight-time hours and until an employee actually works a total of eleven thousand eight hundred and eighty (11,880) straight-time hours: six percent (6%) of gross earnings.
- c) After an employee actually works a total of eleven thousand eight hundred and eighty (11,880) straight-time hours: eight percent (8%) of gross earnings.
- d) For purposes of earning vacation, straight-time hours actually worked includes all paid leaves taken by the employee.

19.02 The Company shall accrue each employee's earned vacation pay. Employees may take their accrued vacation pay at their option. Employees shall notify the Company prior to shift sign up if they intend to take vacation. Requests for vacation after the shift schedule is posted must be approved by the Company in advance.

19.03 Paid vacations are included when calculating hours actually worked under this Agreement based upon the amount of vacation pay received. This amount shall be converted to the applicable hours of leave by dividing such amount by the employee's normal basic rate pursuant to Schedule "A".

ARTICLE 20 – PAYMENT OF WAGES

20.01 All compensation paid to employees shall be paid according to the terms contained in the schedule of wages laid out in the Agreement. Each employee shall be provided with an itemized statement of his/her wages, overtime and other supplementary pay and deductions.

20.02 Wages shall be paid every two (2) weeks, within one (1) week of the end of the pay period. The Company may not make deductions from wages unless authorized by statute, court order, arbitration award, or this Agreement. Provided that the Employer continues to provide for direct deposits, employees may choose whether to receive direct deposits or cashable cheques.

ARTICLE 21 – WAGE INCREASE

21.01 Employees' wages shall be paid according to the rates stipulated in Wage Schedule "A" of this Agreement.

21.02 The Company may as its sole discretion increase the Supervisor rate by up to one dollar (\$1.00) per hour at any or all increment steps during the life of this Agreement when it believes it is necessary to do so to attract or retain employees in that classification.

ARTICLE 22 – STORAGE OF PERSONAL BELONGINGS

22.01 The Company shall make a secure space available where employees can store their personal belongings during their working hours.

ARTICLE 23 – BARGAINING UNIT WORK

23.01 With the exception of Article 23.02, non-bargaining unit employees shall not perform bargaining unit work except as follows:

- a) To meet customer requirements and/or customer service objectives.
- b) To assist bargaining unit employees who may, in the Company's opinion, require such assistance.
- c) Training and development of bargaining unit employees.
- d) In emergency situations (e.g. when there are insufficient trained employees readily available, or less than the number of previously-scheduled employees report for work on a shift, or the number of employees on shift is reduced through no fault of the Company).
- e) To test and evaluate programs and scripts.

23.02 The Company shall designate one (1) non-bargaining unit employee who may perform supervisory duties on shifts comprising five (5) Callers or less. This designation and amendment thereto shall be in writing to the Union.

ARTICLE 24 – UNION BULLETIN BOARD

24.01 The Company shall supply a bulletin board for the use of the Union, to be used for the posting of official Union business.

ARTICLE 25 – LUNCH ROOM

25.01 The Company shall provide a space away from the normal work area for employees to use during their breaks and meals. The Company shall provide a refrigerator, microwave, cold drink machine, dishwasher and filtered water for the employee's use.

ARTICLE 26 – JOB POSTINGS

- 26.01 When the Company intends to permanently fill a regular vacancy in a bargaining unit classification (other than in the Caller classification), it shall post a vacancy notice for seven (7) calendar days before closing in order to give employees ample 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.
- 26.02 The qualifications, experience, skill and ability of the applicants shall be the primary consideration in filling posted Supervisor and Assistant to the Telemarketing Manager vacancies. When these factors are equal for two or more applicants, seniority shall be the determining factor.
- 26.03 The parties shall meet in good faith and endeavour to agree on the role of seniority in filling posted vacancies in other than Supervisor and Assistant to the Telemarketing Manager positions that may be included in the bargaining unit during the term of this Agreement.

ARTICLE 27 – DISCIPLINE RECORDS

- 27.01 Upon receiving a request from an employee, the Company shall allow that employee access to his or her own personal employment file on Company time.
- 27.02 A copy of any disciplinary warning that 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.
- 27.03 If the employee does not receive further discipline for the same reason during the eighteen (18) working month period from the date of occurrence upon which the disciplinary entry was based, the Company shall be precluded from using that entry for any further purposes including disciplinary action.

ARTICLE 28 – COMPANY TRAINING AND COURSES

- 28.01 The Company shall ensure that all employees receive adequate training. When the Company provides training to employees it shall do so on a fair and equitable basis, subject to the Company's operational and customer service objectives.
- 28.02 The Company shall provide an up-to-date training/reference manual that is available to all employees.

- 28.03 Employees, who are required to train other employees shall receive the requisite instruction needed for them to carry out such training. They shall be paid their normal hourly wage for the time they are receiving this instruction.
- 28.04 Company rules and standards shall be posted in the workplace.
- 28.05 Employees shall be reimbursed one hundred percent (100%) of tuition fees and textbooks upon successful completion of courses recognized by the Company and approved by the Company management prior to taking the course.

ARTICLE 29 – LEAVES OF ABSENCE FOR UNION BUSINESS

- 29.01 A non-probationary employee, who is appointed or elected to do business for the Union, shall be granted leave of absence, without pay, to carry out such business. The employees shall continue to accumulate seniority for the period covered by this Agreement, as applicable and, upon giving the Company one week's notice in writing of his/her intention to return to work, shall be reinstated in the job held prior to the leave of absence or its equivalent at the same rate of pay. Up to two (2) employees shall be eligible to take leave under this Article (29.01) at any one time.
- 29.02 Leave of Absence 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, subject to the Company's operational requirements. The Company shall not unreasonably deny leave requests under this section provided its operational requirements permit the employee requesting the leave to be absent. Employees chosen by the Union shall be granted leave of absence, without pay, and shall continue to accumulate seniority, as applicable. The Union shall give the Company written notice of not less than seven (7) 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, subject to the Company's operational requirements (as above).

ARTICLE 30 – PERSONAL LEAVES OF ABSENCE

- 30.01 A personal leave is an unpaid leave granted to an employee by the Company pursuant to this Article.
- 30.02 Employees, who have been granted personal leave, shall continue to accrue seniority, as applicable, for the first three (3) months of such leave.
- 30.03 Employees requesting a personal leave shall do so in writing to the Company and shall give as much notice as possible in the circumstances prior to the requested leave date. Personal leave shall be granted by the Company's discretion, subject to its operational requirements. The Company shall not unreasonably deny an employee's personal leave request, provided its operational requirements permit the employee to be absent and there

is no cost to the Company were the request to be granted. The Company shall provide the Union with a list of employees granted personal leaves of absence and their expected return date.

30.04 Pregnancy, Parental Leave and Compassionate Care Leave

30.04.1 Pregnancy and parental leave entitlement and compassionate care leave shall be per the *Employment Standards Act*, in effect as of the date of certification.

30.04.2 An employee shall be reinstated at the expiry of the parental leave to their normal job or one of equal rating. Seniority shall accumulate through such periods of leave.

ARTICLE 31 – OCCUPATIONAL DISABILITY

31.01 Employees awaiting approval of their Workers' Compensation claims may utilize their accrued vacation credits to maintain their normal pay for those days they would have worked had they not been injured.

31.02 After the employee has utilized all such credits, the Company may at its sole discretion advance the employee up to one hundred and fifty dollars (\$150) per week by way of a repayable loan until such time as his/her Compensation claim has been processed by the WCB, to a maximum total advance of six hundred dollars (\$600) for any one Compensation claim. The exercise of the Company's discretion under this section shall not be subject to the grievance procedure.

31.03 In order to receive the benefits of this Article, the employee must sign over his/her initial WCB payment to the Company, so that the Company receives such payment directly from the WCB. The Company shall use this payment firstly to repay the full amount of the loan advanced to the employee by the Company under this Article, after which any additional monies that are available will be used to reinstate as much as possible the vacation credits the employee has utilized. Any monies remaining thereafter shall be turned over to the employee.

31.04 If there is insufficient monies available in the employee's first compensation cheque to repay in full the total advance made by the Company, or the employee's WCB claim is rejected, the Company may obtain repayment of any amount it is owed under this Article by any means legally available to it.

ARTICLE 32 – TIME OFF FOR UNION BUSINESS

32.01 Employees, who perform the below-listed duties on behalf of the Union during times when they are otherwise scheduled to work, shall not suffer any loss in their straight-time pay as a result of so doing, provided that no more than two (2) employees are eligible to receive make-up pay under this Article at any one time.

32.02 Meetings covered by this Article are as follows:

- a) Attendance at grievance meetings under Article 9.
- b) Attendance at joint consultation meetings under Article 17
- c) Attendance at Health and Safety Committee meetings under Article 17.
- d) Performance of safety inspections of the workplace under Article 17.
- e) Attendance at meetings for other purposes mutually agreed to by the parties.

32.03 The above activities shall take place at times mutually agreed to by the parties.

32.04 Employees shall be allowed reasonable time off without pay to perform Union business, provided not more than one (1) employee shall be permitted unpaid leave under this subsection (32.04) at any one time and provided further that the Company's operational and customer service objectives permit the employee to be off. If the Company cannot permit the employee requesting the unpaid leave to be absent, it may postpone the intended leave once for up to seven (7) calendar days, upon notification to the Union.

32.05 When the parties mutually agree to meet under subsection 32.01 and the employees attending on behalf of the Union would not otherwise be scheduled to work at the time of such meeting, the employees in question (maximum 2) shall be granted equivalent time off with pay (no overtime) at a mutually-agreeable time, provided that the reporting pay guarantee provided under this Agreement and/or the *Employment Standards Act* do not apply to such attendance.

ARTICLE 33 – HEALTH BENEFITS

33.01 The Company shall maintain a health benefit plan for employees, who have successfully completed their probation period and who actually work seventy-two (72) hours or more in each four (4) full calendar week period (Sunday through Saturday) immediately preceding the date that the monthly premium is calculated for remittance to the carrier.

33.02 Effective the first day of the month following October 23rd, 2006 and at the beginning of each month thereafter, each employee's eligibility for benefits shall be determined in accordance with the calculation set out in section 33.01. That is to say, employees who actually work seventy-two (72) hours or more in a four (4) full calendar week measurement period shall be eligible for benefit coverage in the month for which the applicable premium remittance is calculated and paid to the carrier. And, employees who do not actually work at least seventy-two (72) hours in a four (4) full calendar week measurement period, shall not be eligible for benefit coverage in the month for which the applicable premium remittance is calculated and paid to the carrier.

33.03 The type of benefits and the benefit levels provided under this Article 33 shall not be less than those that were provided as at October 23rd, 2006.

- 33.04 The above section notwithstanding, the total cost of providing benefits on this basis does not increase by more than fifteen percent (15%) over the total cost paid by the Company as at October 23rd, 2006. If the total cost of providing benefits under this section increases by more than fifteen percent (15%) during the life of this Agreement, the Company may amend the terms of the plan, as necessary, so that the total increase is kept at not more than fifteen percent (15%).
- 33.05 Employees, who commenced employment prior to September 13th, 2002, shall have their eligibility for the Company's Health Benefit Plan "grandparented" on the following basis. These employees shall be eligible for health benefit coverage under this Article 33 on the same month-by-month basis as other employees, provided they actually work at least fifty-four (54) hours in each four (4) full calendar week measurement periods under section 33.02.
- 33.06 Employees who have been on the health benefit plan under this Article (33) for four (4) consecutive months and who are scheduled to work the minimum qualifying hours of fifty-four (54) hours or seventy-two (72) hours in each four (4) calendar week measurement period under Section 33.02, but who fail to so qualify as a result of sickness or family emergency, shall have the option of paying a prorated portion of the premium covering the period(s) when they are so absent in order to maintain their benefit eligibility for one (1) month, provided they tell the Company on or before the end of the month in which the measurement period occurs that they intend to exercise this option during the next month. This right does not apply in consecutive months.
- 33.07 After four (4) consecutive months on the health benefit plan under this Article (33), employees who fail to work the minimum qualifying hours in a four (4) calendar week qualifying period as a result of an involuntary cancellation or an involuntary modification by the Company (not a layoff) of a previously scheduled shift, shall be deemed to have worked the minimum qualifying hours in that qualifying period.

ARTICLE 34 – DIFFERENTIALS

- 34.01 Effective October 23rd, 2006, Callers who are required to use a foreign language in the performance of their phoning duties, shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for each phone hour or portion thereof so worked. Effective August 1, 2009 this premium shall be increased to one dollar and seventy-five cents (\$1.75) per phone hour.
- 34.02 Callers, who are assisting in the training of other Callers through the process of skill sharing, shall be paid a premium of one dollar (\$1.00) per hour for each phone hour or portion thereof so worked. Effective August 1, 2008 this premium shall be increased to one dollar and twenty-five cents (\$1.25) per phone hour. Effective August 1, 2009 this premium shall be increased to one dollar and fifty cents (\$1.50) per phone hour.

- 34.03 Callers, who are temporarily promoted to the Supervisors' classification, shall be paid at the lowest incremental rate of the Supervisors' classification set out in Schedule "A" that provides for a wage increase.
- 34.04 Employees, who are required by the Company to use their personal vehicles in the performance of their work, shall be paid a mileage allowance of twenty-five cents (\$0.25) per kilometre.
- 34.05 Employees working at straight time rates between the hours of 12:01 a.m. and 6:00 a.m. inclusive shall be paid a premium of one dollar (\$1.00) per hour for each hour so worked. This premium does not apply when overtime rates are being paid. Effective August 1, 2008 this premium shall be increased to one dollar and twenty-five cents (\$1.25) per phone hour. Effective August 1, 2009 this premium shall be increased to one dollar and fifty cents (\$1.50) per phone hour.
- 34.06 Callers who are performing phoning duties that are not covered by the Company's incentive program shall be paid a premium of not less than one dollar (\$1.00) per hour for each phone hour or portion thereof so worked. Effective August 1, 2008 this premium shall be increased to one dollar and twenty-five cents (\$1.25) per phone hour. Effective August 1, 2009 this premium shall be increased to one dollar and fifty cents (\$1.50) per phone hour.

ARTICLE 35 – LONG TERM DISABILITY

- 35.01 (a) A Long Term Disability (LTD) Plan will be implemented as soon as possible following completion of the development process set out in Section (c) below.
- (b) The employees covered by the LTD Plan shall pay all premiums of the Plan by payroll deduction.
- (c) The parties shall form a joint committee comprising not more than two (2) persons appointed by each side to develop the mutually-agreeable eligibility requirements for coverage under the LTD Plan for bargaining unit employees, the benefit levels and the other mutually-agreeable terms and conditions of such Plan.

ARTICLE 36 – JURY DUTY

- 36.01 A regular employee who is called for jury duty or who is subpoenaed as a witness shall receive for each day of absence the difference between his or her regular pay, computed at the employee's hourly wage rate and scheduled straight-time hours as previously 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 37 – BEREAVEMENT LEAVE

- 37.01 If one of the following relatives of a non-probationary employee dies, the employee shall be entitled to a leave of absence of three (3) days, with pay, at the employee's regular hourly rate of pay: Spouse, Father, Mother, Legal Guardian, Son and/or Daughter (including still birth), 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.
- 37.02 The intent of this Article is to provide bereaved employees time off with pay, at/or about the time of death and/or to attend funerals, and to pay the employee for scheduled shifts that would have otherwise been worked were it not for the leave. The amount of pay that an employee receives for each day of leave under this Article shall be the average hours actually worked over the immediately-preceding thirty (30) calendar day period. It is not intended to provide time off at a future date at the discretion of the employee.
- 37.03 If Bereavement Leave falls during vacation periods, the said vacation shall be extended by an equal number of days.

ARTICLE 38 – GENERAL CLAUSE

- 38.01 Where the masculine is used in this Agreement, it is understood that the reference shall include the feminine, and vice versa.
- 38.02 The Company and the Union or their respective appointees agree to meet no less than twice a year to discuss matters of mutual concern other than grievances. Amendments required to this Agreement during its term shall be the subject of negotiations between the parties.
- 38.03 The Company and the Union agree to supply a copy of this Agreement to each employee of the Company affected thereby.
- 38.04 The Company agrees to provide a full day's pay to any employee suffering a WCB-approved (compensable) sickness or injury that requires absence during the first 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.
- 38.05 The Company shall provide employees with all equipment required to carry out their work. No employee shall be required to provide this equipment.
- 38.06 The Company and the Union agree to work cooperatively to provide a harassment free workplace policy and the necessary training.

38.07 Employees with one (1) month seniority or more shall be supplied their own covers (“foamies”) for use with headsets. These “foamies” shall be replaced by the Company, as necessary, when they become worn out or are otherwise damaged, provided that the employee returns the worn out or damaged “foamie” at the time of such replacement.

38.08 Sale, Transfer or Lease of the Business

If the Company intends to sell, transfer or lease all or part of the business to which the Union’s certification applies, 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, not later than thirty (30) calendar days prior to the effective date of the sale, lease or assignment.

ARTICLE 39 – NEWLY-HIRED PERSONNEL

39.01 When hired, a new employee shall be provided with the following documents:

- a) Company rules that have been published.
- b) Copy of Collective Agreement.
- c) Safety procedures that have been published and instructions on locations of exits.

39.02 The Telemarketing Manager or designate shall explain hours of work and when lunch and coffee breaks occur.

39.03 Subject to operational requirements, new employees shall be introduced to a Shop Steward who shall be permitted to give the new employee a brief introduction to the Union.

39.04 New employees shall be trained on the job for a minimum of two (2) shifts (minimum of eight (8) hours).

39.05 Notwithstanding Article 42.03, probationary employees shall be entitled to Union representation.

ARTICLE 40 – VISUAL DISPLAY TERMINALS

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

40.02 Pregnant employees shall be allowed to carry out alternate duties within the bargaining unit for the duration of their pregnancy, provided they are capable of performing the work in question and a vacancy exists. Pregnant women with concerns regarding the effects of VDT’s on their unborn children shall be allowed to be absent from work,

without pay, and to continue to accrue seniority during the period of their pregnancy-related absence.

40.03 The Company shall provide radiation screens for pregnant employees who request them.

ARTICLE 41 – MONITORING AND MEASUREMENT OF WORK

41.01 The Company shall only monitor, record and/or statistically measure employees' work for the following purposes:

- a) To meet particular customer requirements, for example the client has requested or it is required by the job or bid.
- b) To establish minimum levels of acceptable performance and the assessment of employee performance, in accordance with the terms of this Agreement as applicable.
- c) In the training and development of employees, and/or
- d) In cases where the Company has bona fide reasons to believe that employee discipline may result.
- e) In the case of legal requirements or other bona fide business requirements (e.g. the closing of a call).

41.02 The identity of individual Callers shall be kept confidential when Caller statistics are posted for the information of employees generally. This requirement does not apply to client reports or use of Caller statistics for internal Company documents.

ARTICLE 42 – DISCIPLINE

42.01 The Company agrees that employees bound by this Agreement shall not be disciplined, suspended or terminated except for just and reasonable cause.

42.02 A shop steward shall be present at any meeting between an employee and management where formal disciplinary action is to be taken or when the Company is investigating whether to take formal disciplinary action. The employee may ask the Shop Steward to leave or to not attend the meeting if the employee so desires.

42.03 When management deems that conduct requiring discipline has occurred, it shall pursue the following steps, except in the case of probationary employees, unless the conduct in question warrants a more severe disciplinary response up to and including termination, based upon all the circumstances of the case:

- a) Verbal Warning: A written notice of such warnings shall be provided to the Union.
- b) Written Warning: A copy of such warning shall be provided to the Union.
- c) Suspension and Final Written Warning: A copy of such warning shall be provided to the Union.
- d) Termination.
- e) The President of the Company or designate shall conduct an interview with the employee in the presence of a Union Representative, before the Company finalizes its termination decision.
- f) It is understood that the Company may repeat any of the disciplinary steps set out above when, in its view, circumstances warrant it.

ARTICLE 43 – SICK LEAVE

- 43.01 Bargaining unit employees, who normally and regularly work at least thirty-five (35) hours per week on a regularly-scheduled basis, inclusive of paid breaks, shall receive sick leave benefits on the same basis as Company employees who are not in the bargaining unit pursuant to the Company's sick leave policy.
- 43.02 The assessment of whether an eligible bargaining unit employee meets the above eligibility requirement shall be made at the end of each business quarter effective at the end of September 2002, and at the end of each quarter thereafter (i.e. at the end of March, June, September and December), based upon the hours that the employee actually worked in the quarter. That is to say, employees who average thirty-five (35) hours actually worked in a quarter, shall earn the requisite number of days sick leave for that quarter pursuant to the Company's policy. And, employees who do not achieve this thirty-five (35) hour average in a quarter shall not be eligible to receive sick leave for that quarter.
- 43.03 This Article is not intended to restrict in any way the Company's discretionary right to design, administer, and/or amend from time to time as it sees fit, its sick leave benefits policy, provided that full-time employees (as defined above) continue to receive the same sick leave benefits as other full-time Company (non-bargaining unit) employees covered by the policy.
- 43.04 Effective January 1, 2007, Callers who are not covered by the Company's sick leave policy referred to above and who actually work a minimum average of twenty-five (25) hours per week (including paid vacation) in each business quarter (i.e. each period of thirteen (13) consecutive calendar weeks) shall bank sick leave for their future use when they are absent from a scheduled shift as a result of a bona fide sickness or non-work related injury. The amount that each eligible employee banks for sick leave purposes

shall be calculated in hours by dividing the employee's hours actually worked (including paid vacation time) in the previous business quarter by sixty-five (65). Banked sick leave that is not used within one (1) year of being earned shall be lost.

ARTICLE 44 – BREAKS

44.01 Employees shall be entitled to the following work breaks:

- a) For employees working less than six (6) hours per day: one (1) twenty (20) minute paid rest break; no meal break.
- b) For employees working six (6) or more hours per day but less than seven and one-half (7 ½) hours: two (2) fifteen (15) minute paid rest breaks or one (1) thirty (30) minute paid rest break at the employee's option; no meal break. In addition, employees who opt to take two (2) paid rest breaks, may also take an unpaid rest break of fifteen (15) minutes in conjunction with one of those breaks, provided that the Company shall determine which of the employee's two (2) paid breaks this additional fifteen (15) minute unpaid break shall be connected to.
- c) For employees working seven and one-half (7 ½) hours or more: two (2) twenty minute paid rest breaks and a one-half (½) hour unpaid meal break.

44.02 The Call Centre Manager or designate shall schedule each employee's rest breaks and meal breaks so as to meet operational and/or customer service objectives, provided that the break times so established are reasonably staggered during the shift in question.

44.03 The breaks set out in Article 44.01 are in addition to necessary washroom breaks, which shall not be used for any other purpose.

ARTICLE 45 – MANAGEMENT RIGHTS

45.01 The management of the Company's business is vested exclusively with the Company in all respects, without restriction, except as those rights and privileges have been expressly limited by an explicit provision of this Agreement.

ARTICLE 46 – DURATION OF AGREEMENT

The parties hereto mutually agree that this Agreement shall be effective from and after this September 1, 2006 to midnight August 31, 2010 and thereafter from year-to-year unless written notice to commence collective bargaining is given by either party within four (4) months immediately preceding the date of expiry or within four (4) months immediately preceding the anniversary date thereafter. The notice required shall be served at the head office of the Employer, or the head office of the Union, within four (4) months immediately preceding the date of expiry. If expiration of this contract and negotiations are continued, the Agreement shall remain in force up to the time an Agreement is reached or until negotiations are discontinued by either party.

The operation of subsection 1 and 2 of Section 50 of the *Labour Relations Code of British Columbia* is excluded from this Agreement.

Dated this 12 day of April 2007.

For Strategic Communications Inc.



For the Telecommunications Workers Union



SCHEDULE "A"

STANDARD HOURLY WAGE RATES

EFFECTIVE SEPTEMBER 1st, 2007 – 2.0% Across the Board

INCREMENT STEP	CLASSIFICATION		
	CALLER	SUPERVISOR	ASSISTANT TO TELEMARKETING MANAGER
1	9.69	n/a	14.13
2	10.71	12.60	14.43
3	11.12	12.85	14.75
4	11.53	13.11	15.06
5	11.93	13.26	15.38
6	12.39	13.62	15.69
7	12.85	13.97	16.00
8	13.31	14.43	16.32
9	13.77	14.89	n/a

EFFECTIVE SEPTEMBER 1, 2008 – 2.5% Across the Board

INCREMENT STEP	CLASSIFICATION		
	CALLER	SUPERVISOR	ASSISTANT TO TELEMARKETING MANAGER
1	9.93	n/a	14.48
2	10.98	12.91	14.79
3	11.40	13.17	15.12
4	11.81	13.43	15.43
5	12.23	13.59	15.77
6	12.70	13.96	16.08
7	13.17	14.32	16.40
8	13.64	14.79	16.73
9	14.11	15.26	n/a

SCHEDULE "A" (Continued...)

EFFECTIVE SEPTEMBER 1, 2009 – 3.0% Across the Board

INCREMENT STEP	CLASSIFICATION		
	CALLER	SUPERVISOR	ASSISTANT TO TELEMARKETING MANAGER
1	10.23	n/a	14.91
2	11.31	13.30	15.24
3	11.74	13.57	15.57
4	12.17	13.84	15.89
5	12.60	14.00	16.24
6	13.08	14.38	16.56
7	13.57	14.75	16.90
8	14.05	15.24	17.23
9	14.54	15.72	n/a

SCHEDULE "A" (Continued...)

INCREMENT STEP INCREASES

1. Employees shall receive incremental step increases on the following basis:
 - a) With the exception of supervisors, increment step #1 applies until an employee has completed two hundred and forty (240) hours.
 - b) With the exception of supervisors, increment step #2 applies after completion of increment step 1 and until the employee actually works one thousand three hundred (1,300) straight time hours in each classification.
 - c) Supervisors commence employment at increment step #1, which rate shall apply until the employee actually works one thousand three hundred (1300) straight time hours in the supervisor classification.
 - d) To receive their next and each subsequent incremental step increases in each classification, new employees must actually work one thousand three hundred (1300) straight time hours at each increment step in each classification.
 - e) Employees who work or who are promoted into a different classification to which they are initially assigned under this Agreement, shall be paid at the lowest increment step of such different classification that provides for a wage increase.

MINIMUM RATES ONLY

1. The Company may start a newly-hired employee at increment step two (2) or higher when, in its opinion, it is necessary to do so in order to recruit such employee.
2. The Company may at its discretion utilize, administer and amend from time to time, as it sees fit, an incentive pay program that remunerates employees over and above the standard hourly rates set out above.
3. The Company may at its sole discretion increase the Supervisor rate by up to one dollar (\$1.00) per hour at any or all increment steps during the life of this Agreement when it believes it is necessary to do so to attract or retain employees in that classification.

LETTER OF UNDERSTANDING #1

Between

Strategic Communications Inc.

And

Telecommunications Workers Union

RE: INCENTIVE PLAN COMMITTEE

- (a) The parties shall form a joint committee comprising up to three (3) members appointed by each side for purposes of maintaining an ongoing dialogue regarding the administration of the Company's incentive program.

This committee shall meet, at the request of either party but not less than twice (2X) per year, to discuss concerns that either party may have regarding the design and/or administration of the Company's incentive program (e.g. perceptions of fairness, the amount of incentive that is paid and the way in which incentives are calculated, etc.). Without limiting the generality of matters that may be discussed, the parties shall discuss the hourly bonus cap and the period over which such cap is calculated. The first such meeting shall take place within sixty (60) calendar days after April 12, 2007.

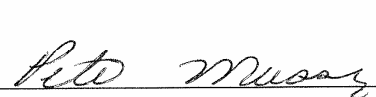
The mandate of this committee is advisory in nature. This committee does not have the authority to amend the Company's incentive program in any way, or to compel the Company to amend its incentive program in any way.

Dated this 12th day of April 2007.

For Strategic Communications Inc.



For the Telecommunications Workers Union



LETTER OF UNDERSTANDING #2

between

Strategic Communications Inc.

and

Telecommunications Workers Union

Re: Caller Work Breaks

Without Prejudice or Establishing Precedent

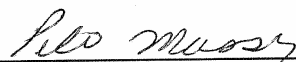
Effective as soon as operationally possible following October 23rd, 2006 and subject always to operational requirements, paid breaks for Callers shall be scheduled by the Company on a staggered basis.

Dated this 12th day of April 2007.

For Strategic Communications Inc.



For the Telecommunications Workers Union



LETTER OF UNDERSTANDING #3

between

Strategic Communications Inc.

and

Telecommunications Workers Union

Re: Group RRSP

Without Prejudice or Establishing Precedent

Effective February 1st, 2007, employees who have completed five (5) years of continuous employment with the Company since their date of last hire shall be eligible to join the contributory group RRSP.

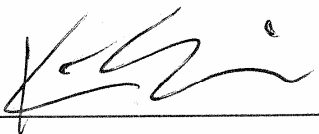
The level of employee contribution will be matched, dollar for dollar, by the Company up to 2% of earnings, to a maximum of \$500.00 per year.

Employees may not withdraw funds from the Plan for any reason, under penalty of permanent exclusion, save and except for the purpose of purchasing a house under the Government's first time homebuyers program.

There shall be a vesting period of two (2) years applied to all monies contributed by the Company. Employees with less than two (2) years participation in the Plan will forfeit monies contributed by the Company, except in the case of layoff for longer than the recall period or termination except for cause.

Dated this 12th day of April 2007.

For Strategic Communications Inc.



For the Telecommunications Workers Union



Letter of Understanding #3a

between

Telecommunications Workers Union, Local 63

and

Strategic Communications, Inc.

Re: RSP

without prejudice or establishing precedent

Because Letter of Understanding #3 of the current collective agreement cannot be implemented the way it was written the Company and the Union agree that it will instead be implemented as follows:

Effective February 1st, 2007, employees who have completed five (5) years of continuous employment with the Company since their date of last hire shall be eligible to join the contributory group RSP.

The level of employee contribution will be matched, dollar for dollar, by the Company up to 2% of earnings, to a maximum of \$500.00 per year. The employee contribution will be deposited into an RRSP. The employer contribution will be deposited into a DPSP.

Employees may not withdraw funds from the Plan for any reason, under penalty of permanent exclusion, save and except for the purpose of purchasing a house under the Government's first time homebuyers program.

There shall be a vesting period of two (2) years applied to all monies contributed by the Company. Employees with less than two (2) years participation in the Plan will forfeit monies contributed by the Company, except in the case of layoff for longer than the recall period or termination except for cause.

Dated this 12th day of April 2007.

For Strategic Communications Inc.



**For the Telecommunications Workers
Union**



LETTER OF UNDERSTANDING #4

between

Strategic Communications Inc.

and

Telecommunications Workers Union

Re: Wage Increases

In lieu of a wage increase for the period from September 1, 2006 to and including August 31, 2007, all bargaining unit employees who are employees of record on October 23, 2006 shall be moved up one increment step and will maintain the qualifying hours they have already earned towards their next incremental increase. Employees currently paid at Step 9, shall receive a signing bonus equal to three percent (3%) of their total wages earned in the period from August 31, 2005 to August 31, 2006, less statutory deductions.

Dated this 12th day of April 2007.

For Strategic Communications Inc.



**For the Telecommunications Workers
Union**



LETTER OF UNDERSTANDING #5

between

Strategic Communications Inc.

and

Telecommunications Workers Union

Re: Shift Sign up and Posted Schedules on-line

The Company shall investigate the feasibility of posting shift schedules on-line and allowing employees to indicate their availability for shifts under Article 15.07 on-line. Provided the Company concludes after its investigation, that it is practical from a financial and/or operational perspective to do so, the Company will develop a system whereby for a trial period not to exceed twelve (12) months, schedules shall be posted on-line and employees may indicate their availability on-line. If and when implemented, either party may cancel this trial by serving thirty (30) days written notice on the other party. If during the trial or upon completion of the trial, both parties agree there are no problems with the on-line system, the on-line system shall be deemed established. If there are problems, the parties agree to cooperate in overcoming them.

The Company shall endeavour to complete its investigation within six (6) months of October 23, 2006.

Dated this 12th day of April 2007.

For Strategic Communications Inc.



For the Telecommunications Workers Union