

COLLECTIVE AGREEMENT

BETWEEN

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

**(CEP)**

AND

**BELL CANADA**

**CRAFT AND SERVICES EMPLOYEES**



EFFECTIVE JUNE 5, 2008



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THIS AGREEMENT is made in duplicate this 5<sup>th</sup> day of June 2008.

BETWEEN:

the COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA the duly  
certified bargaining agent, hereinafter referred  
to as the "Union",

OF THE FIRST PART;

and

BELL CANADA, hereinafter called the  
"Company"

OF THE SECOND PART

## **ARTICLE 1 – RECOGNITION AND SCOPE**

**1.01** The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement.

**1.02** This Agreement shall apply to all Craft and Services employees of the Company covered by the certification order of The Canada Labour Relations Board dated May 28, 1976. When the parties mutually agree that a new occupation established during the term of this Agreement has clearly a number of significant points in common with the other occupations within the unit, such new occupation shall fall within the scope of this Agreement.

## **ARTICLE 2 – DISCRIMINATION**

**2.01** The Company will not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union.

**2.02** The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, colour, national origin, political affiliation with a legitimate political party or for exercising any rights under this Collective Agreement.

**2.03** The Company and the Union are committed to working together to ensure a workplace which is free from harassment. The parties further agree that no employee should be subjected to racial or sexual harassment or shall be required to tolerate being subjected to such harassment while at work.

**2.04** Use in this Agreement of masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

### **ARTICLE 3 – DEDUCTIONS**

#### **Union Dues**

**3.01** Subject to the provisions of this Article, the Company will deduct an amount equivalent to the regular union dues from the pay of all employees in the bargaining unit. All present employees shall pay union dues and all employees hired or transferred into the bargaining unit shall pay union dues within 30 days of their hiring or transfer, as a condition of employment.

**3.02** The Company agrees that all regular dues deductions will be processed each pay period.

**3.03** As soon as possible after each pay period, the Company will remit to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of

Canada, by cheque, the amount so deducted. In addition, the Company will provide a list where possible by Local, showing the amount deducted from each employee. It is the responsibility of the Union to notify the Company, on a form approved by the Company, of the Local to which each employee pays dues.

**3.04** The amount of regular monthly union dues shall be such amount as may from time to time be certified to the Company for each Local by the Secretary-Treasurer of the National Union.

**3.05** Regular monthly union dues means the dues established by each Local as the monthly dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.

#### **Humanity Fund**

**3.06** (a) The Company will deduct on behalf of all employees in the bargaining unit, an amount from their pay equivalent to one cent per regular hour worked for the purposes of the Humanity Fund. Where an employee objects to the above-mentioned deduction, and the Company is informed of such in accordance with the provisions of section 3.07, this amount shall not be deducted.

(b) This deduction from pay will be processed each pay period and will be remitted to the account of the registered charitable organization designated as the CEP

Humanity Fund, as soon as possible after the end of each pay period.

**3.07** Where an employee objects to the above-mentioned deduction, he shall notify in writing the appropriate Vice-President of the CEP. The Union shall then inform in writing the Director of Industrial Relations, of the name, occupation and work location of the employee who objects to the above-mentioned deduction for the purposes of the Humanity Fund. The Union recognizes its full responsibility in that respect.

#### **General**

**3.08** The Company will cease making such deductions when an employee is assigned to a position not covered by this Agreement with the exception of employees who are assigned to an acting or temporary management position.

**3.09** When an employee does not have sufficient earnings in respect to any pay period to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.

**3.10** It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee, or on behalf of any employee, or employees, for amounts deducted from wages as provided in this Article.

#### **ARTICLE 4 – UNION REPRESENTATION**

**4.01** The number of Local Union representatives, including Local Officers, Chief Stewards and Stewards shall not exceed 300.

**4.02** (a) The Union agrees to notify the Company, by e-mail at the address provided by the Company, of the names of Local Officers, Chief Stewards and Stewards, and identify the Company operating unit each represents, and to inform the Company in the same manner of any changes or substitutions. A Local Officer, Chief Steward or Steward shall not act as such during working hours until the Company has been notified of his appointment.

(b) Where a Steward is unable to represent the employees in his local, another Steward in that local may be substituted in his place and the Company shall be so informed.

(c) Chief Stewards and Local Officers may, in addition to their normal duties under this Agreement, handle grievances at Step 3 and at arbitration for employees in the Operator Services Bargaining Unit represented by the Union, who are in their Local.

**4.03** (a) Before changing the status of any Local Officer, Chief Steward or Steward, who is to continue in the Company's employ, so as to render him ineligible to represent his voting unit, such Local Officer, Chief Steward



or Steward shall be allowed reasonable time to transfer his duties as a Local Officer, Chief Steward or Steward to his successor.

(b) Except where the provisions of Article 11 or Article 16 apply, where a Steward or a Local Officer is selected for a relocation which would render him ineligible to represent his voting unit and there is another employee in the same functional group, within the same reporting centre and who possesses the same qualifications, the Steward or Local Officer shall be given the option of accepting or rejecting the relocation providing the remaining employees at the reporting centre from which the relocation is to be made are qualified to perform the work remaining.

**4.04** The Company agrees that permission for representatives of the Union to enter the Company's premises will not be unreasonably withheld.

**4.05** The Company shall grant a leave of absence of between three months and one year, without pay, to an employee requesting such leave to assume full-time employment with the Union.

**4.06** (a) Such leave of absence shall be renewed by the Company at the request of the Union.

(b) An employee on such a leave of absence shall continue to accumulate net credited service to a maximum of three years.

**4.07** Leaves of absence without pay of up to two weeks duration shall be granted to employees, at the request of the Union subject to the following conditions:

(a) the total of such leaves in a calendar year shall not exceed 325 weeks;

(b) the granting of such leaves shall be subject to service requirements;

(c) the leave of absence shall not be used for the solicitation of members for the purpose of certification;

(d) a written request for such leave must be submitted to the Company at least two weeks prior to the commencement of the leave, and a copy forwarded to the Director of Industrial Relations.

**4.08** The Company will pay an employee who is on leave of absence pursuant to section 4.07, on behalf of the Union, at his basic rate of pay for the duration of the leave of absence. Any amount so paid by the Company will be billed to the National Union monthly and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

## **ARTICLE 5 – TIME ALLOWANCE**

**5.01** (a) An employee having a grievance or

complaint, or a potential grievance or complaint, may confer with his Union Steward or with Management during his scheduled working hours, and

(b) Union Stewards, Chief Stewards or Local Officers may handle grievances, or attend meetings with the Company, during their scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof provided, however, that each employee, Union Steward, Chief Steward or Local Officer must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.

(c) Any grievance related activities other than those referred to in this section are to be considered as other union business and the provisions of section 5.03 shall apply.

**5.02** An authorized Bargaining Representative of the Union may have time off for purposes of bargaining without deduction of the time worked for the Company, and without deduction of wages in respect thereof provided that such time is actually devoted to collective bargaining, but only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later. All time off required after the expiry date of the Collective Agreement or the date that conciliation is requested will be without pay and subsection 5.03 (e) shall apply.

**5.03** (a) A Union Steward, may attend up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided that it is the business of the bargaining unit covered by this Agreement.

(b) Chief Stewards or Local Officers may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided it is the business of the bargaining unit covered by this Agreement or of the Operator Services bargaining unit represented by the Union.

(c) A Local Union President or his delegated representative may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company.

(d) All time off required pursuant to subsections 5.03 (a), 5.03 (b) or 5.03 (c) will be granted without pay; however,

(e) The Company will pay the Union Steward, Chief Steward or Local Officer, on behalf of the Union, at his basic rate of pay for all time off to attend to other business of the Union. Any amount so paid by the Company will be billed to the National Union monthly with an

accompanying statement of account and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

**5.04** (a) Time off pursuant to this Article shall be granted only following a formal request to management, on a form supplied by the Company. Such request shall contain the reason the time off is required, the name of the grievor requesting the meeting and the name of the grievor's foreman (if appropriate), a telephone number where the person requesting the time off can be reached and the estimated duration of the time off the job requested. Such request will not unreasonably be denied, but it is recognized that service requirements make it impractical at times to grant the request; in such cases, the Union Steward, Chief Steward or Local Officer requesting the time off may be replaced by the nearest available Union Steward, Chief Steward or Local Officer from amongst those designated by the Union as a replacement.

(b) Where a portion of an employee's scheduled vacation falls at the same time as a National Convention or the Bargaining Caucus of the Union to which he is elected to attend, that portion of the employee's vacation may be rescheduled for an available time on the vacation schedule.

**5.05** (a) It is understood that Union Representatives have work to perform for the Company and any time spent on Union matters during working hours will be devoted only to Union business as provided for in this Agreement. In keeping with that understanding it is also agreed that

Union Representatives have a legal obligation to provide proper representation, and time off for Union business will not unreasonably be withheld. Both the Union and the Company agree that the granting and use of time off the job will not be abused.

(b) The Director of Industrial Relations and the appropriate Directors – Industrial Relations will meet, quarterly if required, with the President and Vice-Presidents of the Union to review alleged abuses regarding the granting or use of time off the job notwithstanding that a matter to be reviewed is, or may be, the subject of a grievance.

**5.06** One representative of each of the Locals may attend the Bargaining Caucus of the Union without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, to a maximum of five days; provided however that the Company is given the names of the delegates two weeks prior to the meeting.

## **ARTICLE 6 – EXPENSES**

**6.01** Each party shall bear the expenses incurred by its own Representatives in attending meetings and proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

## **ARTICLE 7 – STRIKES AND LOCKOUTS**

**7.01** During the term of this Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slow-down, strike, or any other stoppage of or interference with work, which would cause any interruption of work.

**7.02** The words "Strike" and "Lockout" shall have the meaning given these words in the Canada Labour Code.

## **ARTICLE 8 – MANAGEMENT RIGHTS**

**8.01** The Company has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, to conduct its business efficiently and to direct the working forces and without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay-off employees, and to suspend, dismiss or otherwise discipline employees.

**8.02** The Company agrees that any exercise of these rights and powers shall not contravene the provisions of this Agreement.

## **ARTICLE 9 – DEFINITIONS**

**9.01** "Employee" means a person employed in Bell

Canada to do skilled or unskilled manual or technical work in any of the occupations listed in Attachment A attached hereto, but does not include a person who,

- (1) is employed in a confidential capacity in matters relating to industrial relations, or
- (2) exercises Management functions.

(a) "Regular Employee" means an employee whose employment is reasonably expected to continue for longer than two years, although such employment may be terminated earlier by action on the part of the Company or the employee.

(b) "Regular Term Employee" means an employee engaged for a specific project, as an Apprentice Technician or for a limited period with the definite understanding that his employment is expected to continue for more than one year but may terminate at the end of the period, upon completion of the project or by application of Article 11 of this Agreement. Details of the engagement shall be provided to the employee in writing at the time of engagement and a copy of this document shall be provided to the Union Steward as soon thereafter as possible. Such employee shall be reclassified as Regular in the event that employment exceeds the time of the engagement.

(c) "Temporary Employee" means an employee who was engaged on the understanding that the period of employment was expected to continue for more than three



weeks but not more than two years.

A Temporary employee, upon accumulating 24 months of time worked as defined in section 9.02, shall be offered a Regular Part-Time position and, upon his acceptance, be reclassified, to a Regular Part-Time status, in his current job and at his current work location. Should the employee refuse this offer, his employment shall be terminated.

(d) "Full-Time Employee" means an employee (Regular or Temporary) who is normally required to work the basic hours of work as established for his occupation.

(e) "Part-Time Employee" means an employee (Regular or Temporary) who is normally required to work less than the basic hours of work for a Full-Time employee.

A Part-Time employee shall not be construed to occupy or to have claim to a Full-Time position by virtue of having worked the basic hours of work established for a Full-Time employee.

(f) "Probationary Employee"

An employee shall be considered to be a Probationary employee until he has accumulated six months of continuous service or 975 hours of work, whichever comes first, within the Company.

**Effective December 7<sup>th</sup>, 2008**

*An employee shall be considered to be a Probationary employee until he has accumulated six months of continuous service or 1,040 hours of work, whichever comes first, within the Company.*

Notwithstanding Article 13 of this Agreement, the Company retains the right to terminate the employment of a Probationary employee who is found by the Company to be unsuitable. Such a termination shall be subject to the grievance and arbitration procedures set forth herein.

The Company agrees to give the employee and his Steward a copy of the notice of termination which shall contain the reasons why, in the opinion of the Company, the employee is found to be unsuitable.

**9.02** For the purpose of subsection 9.01 (c) and section 9.03, "Time Worked" means any period during which a Temporary employee is performing work, on a continuous basis, or a non-continuous basis in accordance with the provisions of subsection 9.03 (a) within the same district. For any such period of time worked during a week or portion of a week, the employee shall be credited one calendar week of time worked. This definition shall not be construed as affecting any rights of an employee under the provisions of section 10.01 of this Agreement.

### **Rehiring – Temporary Employees**

**9.03** (a) A Temporary employee who has been continuously employed by the Company for six months and whose employment is terminated shall be listed on a rehiring list for former Temporary employees in order of accumulated time worked, and shall remain on the rehiring list for a maximum of six months following the end of his last period of employment.

(b) Prior to hiring a new Temporary employee in a family, headquarters and district, the Company shall offer the position to a former Temporary employee who is qualified to perform the work available and whose name is on the rehiring list of that family, headquarters and district.

(c) A former Temporary employee shall be offered to be rehired, in order of accumulated time worked, into a Temporary position within his family and within the same headquarters and district.

(d) It is the responsibility of a former Temporary employee who desires to be rehired to keep the Company informed of his correct address, and to advise the Company within five days of the date of the offer of rehiring as to his acceptance. The former employee shall have ten days from the date he accepted the rehiring offer, to report for duty.

(e) Where a former employee does not accept the offer of rehiring or report for duty within the time limits prescribed in subsection 9.03 (d), he forfeits his rights to be

rehired in accordance with subsections 9.03 (a) through (d).

(f) The date of mailing of a registered letter to the employee's last address on Company records shall be the date of the offer of rehiring.

**9.04** The provisions of section 9.03 do not apply to a Temporary employee who has rejected an offer of a Regular Part-Time position in accordance with the provisions of subsection 9.01 (c).

**9.05** The provisions of section 9.03 shall not apply to an employee who is dismissed in accordance with the provisions of Article 13.

## **ARTICLE 10 – SENIORITY**

**10.01** The net credited service date as shown on Company records and as posted on the seniority lists establishes an employee's seniority. The Company agrees that existing rules for determining net credited service, as described in Company practices, will not be changed during the life of this Agreement in a manner that will diminish the net credited service of any employee.

**10.02** All employees covered by this Agreement whose Tier D managers report to the same Tier C manager shall comprise a seniority unit.

**10.03** The exercise of seniority shall be within a seniority unit except as otherwise specifically provided in this Agreement. If two or more employees have the same seniority, the one occupying his present position the longest shall be deemed to have the most seniority.

**10.04** The Company will prepare and make available on the appropriate Company intranet site(s), on February 1 and August 1, lists showing the seniority of employees within each seniority unit, and their headquarters. The link(s) giving access to the intranet site(s) will be posted on the appropriate Company bulletin boards. One copy of such list(s) will be sent to the local Union office.

**10.05** The Company agrees to advise the Steward concerned where an employee is hired, retired on pension, permanently transferred, temporarily transferred, or assigned to a job location, for five days or more, reclassified, reassigned, or promoted to a management position. Such advice as well as the employment status of the employee, his occupation and reporting centre will be given to the Steward in writing at the time the employee is informed, or immediately thereafter. The Company further agrees to advise, in the same manner, the Steward concerned of an employee's death, resignation or leave of absence for a period exceeding 30 days.

**10.06** The Company agrees to supply bi-monthly, to designated Local Officers of the Union, the surname and first name on Company records, employment status, occupation, and reporting centre, of all employees, as well

as the names of the Tier D, Tier C and Tier B managers and the organization code of the Tier D manager of each employee, within a district or equivalent operating unit of the Company.

## **ARTICLE 11 – FORCE ADJUSTMENT**

### **General**

**11.01** When any condition arises which reduces the work load to the extent that, in the Company's opinion, force adjustment is warranted, the following shall apply:

(a) If the contemplated adjustment to the force would involve the lay-off of 50 or more Regular employees from the bargaining unit within a period of 30 days, or alternatively the spreading of the equivalent work by part-timing, the Company shall endeavour to reach agreement with the Union as to whether a plan of part-timing, lay-offs, or a combination of the two shall be put into effect.

(b) If the contemplated adjustment to the work force is less extensive than that described in subsection 11.01 (a), the Company shall not resort to lay-off of Regular employees or part-timing of Regular Full-Time employees, except with the agreement of the Union.

**11.02** In the event that an agreement as to a plan cannot be reached under subsection 11.01 (a) within a period of 30 calendar days after the matter has been submitted to the

Union, the Company may proceed on a plan of lay-off to the extent it deems necessary.

**11.03** It is expressly understood, however, that if the Company proceeds on a plan of lay-off at the expiration of the 30 day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party. Similarly, after agreement has been reached as to a plan of force adjustment either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.

#### **Temporary Lay-Off**

**11.04** (1) Where as a result of the discussions outlined in sections 11.01 and 11.02 the work force is to be reduced and the Company proceeds on a plan of lay-offs which may be for a period of up to but not exceeding a maximum of 25 consecutive weeks, the following provisions shall apply.

(2) (a) No Regular employee shall be laid off until:

- (i) the employment of all Regular Term and Temporary employees is terminated within the affected family and headquarters where lay-off is warranted, and

- (ii) all contractors working within the affected family and headquarters where lay-off is warranted, are released, where Company employees can do the contracted work with a five day familiarization period and when the necessary tools and equipment are available.

(b) Once the temporary lay-off is in effect, no employee shall be hired or transferred into the affected family and headquarters until the end of the lay-off period.

(c) For the purposes of this Article, family(ies) shall mean the family(ies) listed in Attachment D of this Agreement.

(d) The aggregate period of temporary lay-off(s) shall not exceed thirty-two weeks within any calendar year.

#### **Temporary Lay-Off Procedures**

**11.05** The following procedures shall be applied in laying off Regular employees:

(1) The most junior employee(s) in the affected occupation within the headquarters, will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.



(2) The identified surplus employee will have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company only if the employee is qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee. The reassignment shall be made only in the following order:

- (a) by displacing the most junior employee in another occupation of the same classification, in the same family within the same headquarters,
- (b) by displacing the most junior employee in another occupation of a lower classification, in the same family and within the same headquarters.

(3) The Company will attempt to place, in accordance with subsection 11.05 (2), each of the identified surplus employees commencing with the most senior.

(4) Those employees eventually constituting the final surplus list shall be laid off.

(5) Any employee reassigned to an occupation of a lower classification, in accordance with paragraph (b) of subsection 11.05 (2), shall continue to be paid at his

previous salary rate for the duration of such reassignment.

**11.06** Upon completion of a temporary lay-off, all laid off employees shall be guaranteed a recall by the Company in accordance with sections 11.14 to 11.18.

#### **Long Term Lay-Off**

**11.07** Where as a result of the discussions outlined in sections 11.01 and 11.02 the work force is to be reduced and the Company proceeds on a plan of lay-offs which are expected to be in excess of 25 consecutive weeks, the following provisions shall apply:

**11.08** No Regular employee shall be laid off until:

(a) the employment of all Regular Term and Temporary employees within the headquarters is terminated, and

(b) all contractors working in the territory served by the headquarters are released, where Company employees can do the contracted work with a five day familiarization period and when the necessary tools and equipment are available.

#### **Long Term Lay-Off Procedures**

**11.09** The following procedures shall apply in laying off

Regular employees:

(1) The most junior employee(s) in each job classification affected in the seniority unit within the headquarters will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.

(2) The most senior of such employees shall have the option of accepting lay-off or a reassignment. Any reassignment in these circumstances shall be made by the Company in the following order:

- (a) to his job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee,
- (b) first to the same position and then to another position or job classification within the employee's seniority unit for which the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more

senior employee,

- (c) to another position or job classification in another seniority unit within the same headquarters provided the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than ten working days familiarization period, and provided that such assignment can be made without displacing a more senior employee,
- (d) an employee having five or more years of net credited service, who cannot be assigned in accordance with paragraphs (a), (b) or (c) of subsection 11.09 (2) may be assigned to an occupation of his job classification in another seniority unit in a headquarters adjacent to his own, provided the employee is qualified to perform the required work and provided such assignment can be made without displacing a more senior employee.

(3) An employee assigned in accordance with paragraph (b) or (d) of subsection 11.09 (2) shall be eligible to living and transportation expenses in accordance with sections 23.08 and 23.09 for a period not to exceed 90 days, provided he reports for work in a headquarters other than his own.

(4) The Company will attempt to place, in accordance with subsection 11.09 (2) each of the identified surplus employees commencing with the most senior.

(5) Those employees eventually constituting the final surplus list shall be laid-off.

#### **Information Lists**

**11.10** The Company agrees to provide the Union with the following information as soon as possible after such information becomes available:

(a) a list of all employees who have been identified as surplus including their occupations and headquarters;

(b) a list of all employees who have been displaced, including their previous job title and their new job title;

(c) a final list of surplus employees who shall be laid off including their occupation and headquarters;

(d) a revised seniority list in accordance with section 10.04 of this Agreement.

#### **Benefits Coverage – Temporary Lay-Off**

**11.11** The Company agrees to maintain the eligibility of a

laid off employee during the entire period of a temporary lay-off to:

- (a) credit for service
- (b) participation, without payment of premium, in the:
  - (i) Comprehensive Medical Expense Plan
  - (ii) Vision Care Plan
  - (iii) Dental Plan
- (c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

**Benefits Coverage –  
Long Term Lay-Off**

**11.12** The Company agrees to treat the first 30 days of a long term lay-off as a leave of absence and to maintain the eligibility of a laid off employee during that period to:

- (a) credit for service
- (b) participation, without payment of premium in the:

- (i) Comprehensive Medical Expense Plan
- (ii) Vision Care Plan
- (iii) Dental Plan

(c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

#### **Reassignment or Transfer**

**11.13** An employee displaced under section 11.09 shall have the opportunity to be reassigned or transferred, or may at the Company's direction be reassigned or transferred, ahead of any 912 applicant, to his former position at his original reporting centre prior to the recall of any laid off employee at that location.

#### **Recall Procedures**

**11.14** (a) Employees who are on a temporary lay-off shall be listed on a family-wide recall list within the headquarters in seniority order and so maintained. They shall be recalled in inverse order of lay-off within their family provided they are qualified to perform the work available.

(b) Employees who are on a long term lay-off shall be listed on a headquarters-wide recall list in seniority

order. Where a recall is warranted, the eligible employees shall be recalled in inverse order of lay-off within a headquarters provided they are qualified to perform the work available.

**11.15** When an employee is recalled to a reporting centre other than his reporting centre at the time of lay-off, he may choose, subject to section 11.17, to refuse recall until a job is available at his original reporting centre, provided the position to which he was recalled can be filled by another employee on lay-off with less seniority who is qualified to perform the work. If an employee is recalled to a reporting centre other than his reporting centre at the time of lay-off, the provisions of section 11.13 shall apply.

**11.16** It is the responsibility of a laid off employee who desires to be recalled within the terms above to keep the Company informed of his correct address, and to advise the Company within ten days of the date of recall as to his acceptance.

**11.17** The Company may assume that failure on the part of any laid off employee to notify the Company within ten days concerning his acceptance of an offer of recall, or to report for duty within 15 days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.

**11.18** The date of mailing of a registered letter to the employee's last address of record shall be the date of offer



of recall.

**Lay-Off Allowance Plan –  
Temporary and Long Term Lay-Off**

**11.19** Regular employees who are laid-off in accordance with this Article for a reason other than technological change, shall be granted lay-off allowance under the Lay-Off Allowance Plan.

**11.20** Except as otherwise provided in section 11.22, a Regular employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

<b>Net Credited Service On Date of Lay-Off</b>	<b>Lay-Off Allowance Entitlement</b>
Less than 1 year	0
1 year but less than 2 years	3 weeks
2 years but less than 3 years	4 weeks
3 years but less than 4 years	5 weeks
4 years but less than 5 years	6 weeks
5 years but less than 6 years	7 weeks
6 years but less than 7 years	8 weeks
7 years but less than 8 years	9 weeks
8 years but less than 9 years	10 weeks
9 years but less than 10 years	11 weeks
10 years but less than 11 years	13 weeks
11 years but less than 12 years	14 weeks
12 years but less than 13 years	15 weeks
13 years but less than 14 years	16 weeks
14 years but less than 15 years	17 weeks

Three weeks' additional pay for each full year of service in excess of 15 years of net credited service.

**11.21** (a) The Lay-Off Allowance Plan becomes operative at the time the employee applies for and qualifies for Employment Insurance benefits and upon receipt of proof that he receives such benefits.

(b) Each week's benefit shall be equivalent to 90% of the employee's regular weekly pay at time of lay-

off in the case of a Regular Full-Time employee, and equivalent to 90% of the average earnings in the four pay periods preceding lay-off in the case of a Regular Part-Time employee, less Employment Insurance benefits entitlement.

**11.22 (a)** In addition to the Lay-Off Allowance Plan referred to in section 11.19, a Regular employee who is on a temporary lay-off shall be granted, during the first two (2) weeks of such a temporary lay-off:

- (i) an allowance equivalent to 40% of his regular weekly pay at time of lay-off in the case of a Regular Full-Time employee;

or,

- (ii) an allowance equivalent to 40% of his average earnings in the four pay periods preceding lay-off in the case of a Regular Part-Time employee.

(b) Notwithstanding the provisions of subsection 11.23 (a), when a Regular employee on a temporary lay-off has used up his lay-off allowances as provided under section 11.20, the Company will again grant him an allowance in accordance with paragraph (i) or (ii) of subsection 11.22 (a) for the remaining portion of the temporary lay-off, up to the maximum authorized by the applicable legislation.

**11.23** Lay-off allowances will cease as follows:

- (a) When lay-off allowance entitlement is used up.
- (b) When the employee reports for work subsequent to recall.
- (c) When the employee fails to report for work after recall.
- (d) When the employee is disentitled or disqualified from Employment Insurance payments.
- (e) When the employee obtains other employment.
- (f) If the employee resigns.

**11.24** Lay-off allowance payments shall be based on the employee's established weekly schedule of work hours (excluding overtime) in effect as of the date of lay-off. The rate of pay used in such computations shall be the employee's basic rate of pay in effect at the date of lay-off.

**Reinstatement of Lay-Off  
Allowance Benefits –  
Long Term Lay-Off**

**11.25** An employee who has been recalled following a period of long term lay-off and is again laid-off on a long term basis prior to completing one year of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to section 11.20 based on his overall net credited service after deducting the amount he received from his previous lay-off.

**ARTICLE 12 – SAFETY AND HEALTH**

**12.01** Both parties to the present Agreement recognize the need to ensure the safety and protect the health of all employees.

**12.02** It is the Company's responsibility to adopt and introduce, as circumstances may require, reasonable procedures and techniques to provide for the safety and health of employees while at work. The Union may make suggestions regarding safety for consideration by the Company.

**12.03** It is the employee's responsibility to take, in accordance with the Company rules and procedures, all reasonable and necessary precautions for his own safety, including the use of all appropriate safety clothing and

equipment when required by those procedures. No employee shall be required to work in an unsafe manner or to use unsafe tools, vehicles or equipment.

**12.04** An invitation shall be given to a local Safety and Health representative to attend any accident investigation meeting involving an employee whom he represents. The local Safety and Health representative may delegate a Steward from the same local to replace him at the meeting. An invitation shall also be extended to the Local Officer where, in the opinion of Management, the Local Officer may contribute to the development of recommendations that will prevent similar accidents in the future. The Local Officer may delegate another Local Officer from the same local to replace him at the meeting.

**12.05** The Company shall pay for all safety equipment that employees are required to wear except for safety footwear.

Where employees are required by the Company to wear safety footwear the Company agrees to pay for each employee

(a) The full cost up to a maximum of \$130.00 per calendar year for one pair of safety boots and/or one pair of overshoes to fit safety boots, or

(b) The full cost up to a maximum of \$95.00 per calendar year for one pair of safety shoes and/or one pair of overshoes to fit safety shoes.

**12.06** (a) The Corporate Safety and Health Committee is composed of two members who are employees in the Craft and Services bargaining unit and two members who are employees in the Operator Services bargaining unit represented by the Union, and four representatives of the Company. Additionally, two Regional Vice-Presidents of the Union, or their designates and two other representatives of the Company may attend the deliberations of the Committee as "ex officio" members.

(b) The Corporate Safety and Health Committee shall meet at least quarterly and is responsible for establishing its own rules and procedures as well as the rules and procedures of the local Safety and Health Committees (Craft and Services), their scope of responsibility, frequency of meetings and any other similar matter.

(c) Except for the number of Committees and the frequency of meetings, the rules for both the Corporate and local Safety and Health Committees, as referred to in subsection 12.06 (b), shall mean the powers and obligations of joint Safety and Health Committees found in Part II of the Canada Labour Code.

(d) Notwithstanding the provisions of Article 14, any contestations relating to the interpretation, administration or operation of the procedures agreed to by the parties for both the Corporate and local Safety and Health Committees shall not be submitted to the grievance procedure. This subsection does not apply to the

provisions contained in Attachments A and B of the agreed procedures relative to both the Corporate and local Safety and Health Committees.

(e) It is clearly understood that relevant safety and health issues that have implications that transcend local concerns will be referred to the Corporate Safety and Health Committee together with any notes dealing with that issue.

**12.07** The number of local Safety and Health Committees (Craft and Services) shall be as mutually agreed to by the parties, but in any event shall not exceed 17. These Committees are composed, in equal numbers, of employees and representatives of the Company.

### **ARTICLE 13 – DISCIPLINARY AND NON-DISCIPLINARY ACTION**

**13.01** No employee shall, for disciplinary or non-disciplinary reasons, receive a written reprimand or a written warning, be suspended, demoted or dismissed, except for just cause.

**13.02 (a)** The Steward or Chief Steward shall, unless the employee objects, be invited by the Manager to be present at any meeting between a representative of the Company and that employee called for the explicit purpose of announcing any measure referred to in section 13.01. Where the Steward or Chief Steward invited by the



Manager to attend is not scheduled to work at the time the meeting is to be held he may be replaced by the nearest available Steward representing the bargaining unit, from amongst those designated by the Union as a replacement.

(b) Where circumstances require the spontaneous imposition of discipline, the Company undertakes to advise the employee's Steward or Chief Steward as soon after as possible.

**13.03** The Company agrees to provide the employee and his Steward with written notification of the imposition of any measure referred to in section 13.01, and the reasons for such measure, at the time it is taken or as soon thereafter as possible.

**13.04** An employee may grieve, in accordance with Article 14, the imposition of any measure referred to in section 13.01 which he feels was imposed without just cause.

**13.05** In the case of a dismissal, the matter may be referred directly to the second step of the grievance procedure as provided in Article 14.

**13.06** All measures referred to in section 13.01 which are imposed for a breach of discipline shall form and become part of the disciplinary record of that employee.

**13.07** An employee shall have the right to inspect his disciplinary record annually after making suitable arrangements with his Manager. The employee and/or his

Union Representative shall also have the right under the same conditions to inspect the disciplinary record, where the employee grieves the imposition of discipline or a dismissal at the first step of the grievance procedure and at the third step if so requested by the Union. For grievances taken up at the second step pursuant to section 13.05 the second step shall be treated as the first step in the grievance procedure for purposes of inspecting the disciplinary record.

**13.08** The period accorded to an employee in which to effect improvement shall not exceed six months.

**13.09** The record of all measures referred to in section 13.01, which were imposed for a breach of discipline, shall be removed from an employee's disciplinary record after two years.

### **Security Interviews**

**13.10** When an employee is required to attend a security interview, the employee shall be advised, in general terms (for example: misappropriation, conflict of interest, breach of trust, etc.), of the nature of the interview, prior to the meeting provided in section 13.11.

**13.11** A Union Representative shall be granted, immediately prior to a security interview, a maximum of 15 minutes to confer with the employee whom he represents.

**13.12** The Union Representative shall, unless the employee objects, be invited by management to attend a security interview whenever an employee is interviewed by a representative of the Company's Security Department.

**13.13** It is understood that local management and Union representatives shall attend the interview as observers to the process and not as participants. They shall be able to ask clarifying questions during the meeting, but shall, in no way, disrupt the investigation process. During these interviews, Company and Union representatives will perform their respective responsibilities in a professional and courteous manner with mutual respect for their counterparts. The main purpose of the interview is to identify the facts pertaining to the matter being investigated.

#### **ARTICLE 14 – GRIEVANCES**

The Company and Union agree that it is in the best interest of all parties to promptly and effectively resolve differences that may arise related to the interpretation, application or administration of this Agreement.

##### **Definitions**

"Grievance" shall mean a statement that is submitted by a grievor in accordance with the applicable procedure contained in this Article and which sets out any

dispute pertaining to the interpretation, application, administration or alleged violation of any provision of this Agreement.

In the case of a "Group Grievance", the signatures of the employees involved must be attached to the grievance submission form.

"Complaint" shall mean an issue relating to matters not regulated by this Agreement which a grievor seeks to have adjusted under the provisions of this Article.

"Day", for purposes of this Article, shall mean any day that is not Saturday, Sunday or one of those holidays described in Article 20 of this Agreement.

"Grievor" shall mean the employee concerned or a group of employees concerned reporting to the same Tier D manager who are directly involved in a similar situation, a local of the Union, the Union or the Company.

### **Grievance Procedure**

#### **Step 1**

**14.01** A grievance shall be submitted within 30 days from the time the grievor knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance,

(a) to his second level of management by:

- (1) the grievor alone,
- (2) the grievor accompanied by the Steward, or,
- (3) The Steward alone, provided the grievance is signed by the grievor. The Tier C manager, receiving a grievance submitted in accordance with the above, shall acknowledge its receipt by signing it and recording the date the grievance was submitted,

or

(b) in the case of a grievance which alleges sexual harassment, the matter may be referred directly to Step 2 of the Grievance Procedure.

**14.02** The Tier C manager shall convene a meeting and render his decision in writing within 10 days of receipt of the grievance. He shall sign and date the grievance form.

## **Step 2**

**14.03** When the grievance has not been settled at Step 1, it may be submitted by a representative of the Local, to the third level of management within 10 days of the disposition of the matter at Step 1.

**14.04** The Tier B manager shall meet with two

representatives to be designated by the Union and, if deemed necessary by either party, the grievor, and shall render his decision within 10 days of being advised of the grievance. A written statement of position shall be entered by the Tier B manager on the grievance form.

### **Step 3**

**14.05** When the grievance has not been settled at Step 2, it may be submitted to the Company Grievance Committee within 30 days of the disposition of the matter at Step 2.

**14.06** A notice of intention to appeal to the Company Grievance Committee shall be forwarded to the Director – Industrial Relations. The notice, signed and dated by an Officer or employee of the Union, shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the Article or Articles relied upon, or state in what respect the application or administration of the Agreement is being contested. The notice shall also stipulate the nature of the relief or the remedy sought. A copy of this statement shall be attached to a copy of the grievance form.

**14.07** The Company Grievance Committee shall meet with Union Representatives in an attempt to resolve the grievance, and shall furnish the Union within 30 days of receipt of the notice of the intention to appeal, with a written statement of the resultant grievance settlement, or, if no settlement has been achieved, of the Company's final position.

**14.08** The Company Grievance Committee shall consist of not more than four people. Union representation at meetings with the Company Grievance Committee shall be limited to four people of which not more than two shall be employees of the Company. In addition, if deemed necessary by either party, the grievor may attend.

#### **Company or Union Grievances**

**14.09** Either party may submit to the other, grievances relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, and which are general in nature and for which a general remedy is sought, within 30 days of the action or circumstances allegedly giving rise to the grievance, or within 30 days from the date on which the grievor knew, or reasonably ought to have known of such event.

**14.10** This procedure shall not be used for processing individual and/or group grievances.

**14.11** A Company or a Union grievance shall be processed in accordance with the intent of the provisions of the Grievance Procedure and within the applicable time limits, provided always that:

(1) in the case of a grievance concerning a practice, procedure, event or circumstance having less than Company-wide application, the parties may mutually agree to waive the meeting and decision at a particular step and submit the grievance within three days of such a

decision to the next subsequent step.

(2) in the case of a grievance concerning a practice, policy, event, or circumstance which has Company-wide application, it shall be submitted directly by the President of the Union, or an Officer of the Union, to the Director – Industrial Relations, or if a Company grievance, by the latter to the former. The submission and the processing of such a grievance shall be in accordance with the intent of Step 3 of the Grievance Procedure.

#### **Time Limits**

**14.12** It is the mutual desire of the parties hereto that grievances be resolved as quickly as practicable. Time limits are prescribed for this purpose.

**14.13** Any grievance not submitted in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or re-opened. If the Company fails to respond, (or, in the case of a grievance by the Company, where the Union fails to respond), or if a grievance is not settled at Steps 1 or 2 within the prescribed time limits, the grievor may proceed immediately to the next Step. Time limits may be extended only by mutual agreement in writing.

#### **General**

**14.14** A grievance shall be in writing, on a standard form



approved by the Company, and shall include:

- (a) the grievor's name and occupation
- (b) the date of the event giving rise to the grievance
- (c) the nature of the grievance, including loss or detriment alleged to have been suffered
- (d) the remedy sought from the Company
- (e) the Article(s) alleged to have been violated

**14.15** A grievance shall not be deemed to be invalid prior to Step 2 by reason only of the fact that the grievance form was not properly completed with respect to the information stipulated in section 14.14.

**14.16** When a grievance or complaint is being handled by a representative of the Union, the Company will not endeavour to settle the grievance or complaint with the grievor involved without prior notice to the representative. Where, after such notice, an interview between the grievor and management is to take place, the grievor shall have the right to be accompanied by a representative. No such grievance or complaint will be deemed to have been settled without the concurrence of the grievor's Union representative.

**14.17** The right of any employee, or group of employees,

at any time, to present their personal grievances or complaints to management through the regular supervisory channel is not restricted by this Agreement, except when such grievance or complaint is being handled, or has been handled, by the Union.

**14.18** A non-disciplinary grievance meeting may, with the consent of the Company and Local Union representatives, be held through the use of video/teleconferencing facilities. It is understood that this consent will not be unreasonably withheld.

**14.19** In respect of the presence of employees at the different steps of the grievance procedure in the case of a group grievance, the Local Union representative or the Union representative, where applicable, and the Company shall jointly agree on the number of employees who will participate and will be deemed representative of the employees involved. If an agreement cannot be reached, the Local Union representative or the Union representative, where applicable, may invite a maximum of 10 percent of the employees involved, rounded to the next highest whole number.

**14.20** A Manager convening a meeting in accordance with sections 14.02 or 14.04, may have another management representative in attendance.

**14.21** At any step in the grievance procedure a grievance may be settled by:

- (a) upholding the Company's action
- (b) reversing the Company's action
- (c) any other arrangement which is acceptable to the parties

If not settled in the grievance procedure the grievance may be referred to an Arbitration Board under Article 15.

#### **Complaint Procedure**

**14.22** (a) A complaint may be submitted orally except that where submitted to the third level of management or above, it shall be in writing.

(b) Oral warnings or reprimands may not be the object of a complaint or grievance.

**14.23** A complaint shall follow the steps and observe the time limits provided in this Article for the processing of Grievances.

**14.24** Subject to section 14.25 it is agreed that a written statement of settlement or failing settlement, a written statement of Company position, at Step 3 shall constitute the final resolution of the complaint.

**14.25** Where, prior to a Step 2 meeting, the Union alleges that the subject matter of a complaint is a difference

relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, the Union shall identify the provision of the Agreement allegedly violated and that matter may then be pursued as a grievance.

#### **ARTICLE 15 – ARBITRATION**

**15.01** When a grievance relating to the interpretation, application, administration or alleged violation of any provision of this Agreement is still unresolved after the grievance procedure has been exhausted, there shall be no stoppage of work, but the Union or the Company may institute arbitration proceedings in the manner, and subject to the terms, set forth below.

**15.02** It being agreed that the right to arbitration does not extend to any matters other than those expressly mentioned in section 15.01 of this Article, either party may, within 30 calendar days of the expiry of the disposition of the matter at Step 3 of the grievance procedure, but not later, institute arbitration proceedings by written notice to the other party. The notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted by reference to the Article or Articles relied upon, or state in what respect the application or administration of the Agreement is being contested. The notice shall also stipulate the nature of the relief or the remedy sought.

**15.03** (a) The party instituting arbitration proceedings shall, in the notice referred to in section 15.02, suggest the names of three neutral persons any one of whom it is prepared to accept as an Arbitrator.

(b) The recipient of the notice referred to in section 15.02 shall, within ten days, notify the other party of:

- (i) its acceptance of one of the persons proposed by that party to act as an Arbitrator, or
- (ii) suggest the names of other neutral persons it proposes to act as an Arbitrator.

(c) Where, within 30 days of the sending of the notice referred to in section 15.02, or such period as the parties may agree, the parties fail to agree on an Arbitrator, either party may apply to the Minister of Human Resources Development Canada to appoint as Arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements. That party shall send a copy of the application to the other party and such party shall, within ten days, advise the other party of its receipt of the application.

**15.04** Where an Arbitrator has been chosen pursuant to section 15.03,

(a) the Arbitrator shall suggest dates on which to commence the hearing of the matter in dispute. Such dates shall be, insofar as possible, within 60 days of the appointment of the Arbitrator, or such longer period as the parties may agree;

(b) the Arbitrator shall, on the day scheduled pursuant to subsection 15.04 (a), meet to hear the matter at issue unless the parties and the Arbitrator agree on another date on which to commence the hearing; and

(c) where the hearing of the matter cannot be completed in one day, it will be scheduled, insofar as possible, to continue within 30 days of the date of the first hearing, or such longer period as the parties may agree.

#### **Board of Arbitration**

**15.05** Either party may, in the correspondence contemplated under sections 15.02 or 15.03, notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected in accordance with sections 15.03 or 15.06 shall be appointed as Chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board, ensuring that the nominee is available on the date scheduled to commence the hearing of the matter in dispute, and will advise the other party and the Chair ten days prior to the date scheduled for the hearing of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this Article to "Arbitrator"

will be read to mean "Arbitration Board", where appropriate.

### **Expedited Arbitration Process**

**15.06** Where the matter at issue is one relating to the alleged violation of section 13.01, it may be submitted to the following process of expedited arbitration:

(a) A list of Arbitrators, who shall be mutually agreed to by the parties, will be established according to, and dependent on, their availability.

(b) Unless the parties mutually agree to a lesser number of days, three days in each calendar month shall be scheduled on dates mutually agreed to by the parties, as potential hearing days, for a period of six months in advance, for each of the succeeding six months.

(c) The Union shall assign to these Arbitrators, no later than sixty (60) calendar days prior to its sitting, the grievance(s) to be heard. No more grievances than can reasonably be heard within the sitting days provided in that month may be referred to that Arbitrator. In the event that no grievance is assigned to an Arbitrator 60 days before the hearing date, that hearing date shall be cancelled.

**15.07** By mutual written agreement of the parties, any other grievance that is not one in relation to the alleged violation of section 13.01 may also be submitted to the Expedited Arbitration Process.

### **General**

**15.08** Where the matter at issue is one relating to the alleged violation of section 13.01, the Arbitrator, subject to the terms of this Agreement, has the power to:

- (a) uphold the penalty,
- (b) reverse the penalty, or
- (c) modify the penalty in a just and reasonable manner based on the evidence before him.

**15.09** The decision of the Arbitrator shall be made within 60 days of the first hearing unless the parties otherwise agree or unless owing to circumstances beyond the control of the Arbitrator, it is not practicable to make a decision within the 60 days.

**15.10** It is the intention of the parties to adhere to the time limits expressed in this Article but the failure of an Arbitrator to do so does not affect the jurisdiction of the Arbitrator to continue with and complete the arbitration proceedings.

**15.11** If at Step 3 of the grievance procedure the parties are unable to agree as to whether the matter at issue is one relating to an alleged violation of section 13.01, the procedure described in section 15.06 shall not apply.



**15.12** The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and provisions of this Agreement.

**15.13** Each party shall pay one-half the fees and expenses of the Arbitrator (or Chair, where applicable) and of any clerk or stenographer whom the Arbitrator (or Chair, where applicable) may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits, fees and expenses of its own nominee (where applicable), or otherwise.

**15.14** The decision of the Arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based. Where applicable, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chair shall govern.

#### **ARTICLE 16 - TECHNOLOGICAL CHANGE**

**16.01** "Technological Change" in this Article means:

(a) the introduction by the Company into its business of equipment or material of a different nature or kind than that previously utilized by the Company in the

operation of its business and

(b) a change in the manner in which the Company carries on the business that is directly related to the introduction of that equipment or material.

**16.02** The Company agrees to consult with the Union in order to assist employees whose terms and conditions of employment are affected by any technological change to adjust to the effects thereof.

**16.03** Whenever the Company proposes to effect a technological change that is likely to result in the termination of employment of 50 or more employees within the bargaining unit, it shall give notice of the technological change to the Union at least 120 days prior to the date of any such termination. The notice shall be in writing and shall state:

- (a) the nature of the technological change
- (b) the date upon which the Company proposes to effect the technological change
- (c) the approximate number and type of employees likely to be affected by the technological change
- (d) the locations where the technological change will have effect.

The Company further agrees to meet with the

Union at the time such notice is given in an endeavour to reach agreement on an alternative to termination.

**16.04** Where within 12 months of the date on which the Company effected, in a location, a technological change for which notice is required under section 16.03, the Company requires a further reduction of the work force in that location as a result of the ongoing effects of that technological change, the provisions of sections 16.02 and 16.05 to 16.11 inclusive shall apply to the employees affected.

**16.05** In the event the Company and the Union are unable to reach agreement within 30 days of the Union being notified, in accordance with section 16.03, an affected employee may:

(a) elect to accept termination of service in accordance with section 16.08, or

(b) elect to invoke the lay-off provisions of section 11.09 and subsequent sections of Article 11.

**16.06** Whenever the Company proposes to effect a technological change the impact of which is less extensive than that described in section 16.03, the Company shall not resort to lay-off or part-timing of Full-Time employees, except with the agreement of the Union.

**16.07** All employees with six or more months net credited service shall not be subject to lay-off or termination due to

technological change, but may elect termination in accordance with the provisions of section 16.08, as an alternative to being reassigned or transferred. For employees with less than six months of net credited service, any lay-off or recall resulting from technological change shall be made in accordance with the relevant provisions of Article 11, and termination allowance shall be paid, where applicable, in accordance with the provisions of section 16.08.

**16.08** (a) Termination allowances in amounts computed in accordance with subsection 16.08 (c) shall be paid to employees whose service is terminated by the Company and the termination is directly attributable to a technological change, unless:

- (i) the employee is retiring on pension where the Company has been advised, in advance of the notification of technological change given pursuant to section 16.03, of his intention to retire on pension.
- (ii) the employee is leaving the service at the compulsory retirement age and is eligible to a deferred annuity.

(b) Termination allowances will not be paid to employees who are dismissed for misconduct, or resign.

(c) The amount of termination allowance paid in

accordance with this Article will be computed as follows:

**Termination Allowance**

Net Credited Service

<u>Period Completed</u>	<u>But Less Than</u>	<u>No. of Weeks Pay</u>
-	2 years	2
2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	21
11 years	12 years	24
12 years	13 years	27
13 years	14 years	30
14 years	15 years	33
15 years	16 years	36

For each subsequent  
6 month period:

16 years through 25 years	2
From 25 years	2 1/2

**16.09** If an employee with six months or more net credited service is transferred or reassigned as a result of technological change to a position or occupation different from the one immediately prior to the transfer and the basic rate of pay for the new position or occupation is lower, the employee so transferred will receive a "Transfer Indemnity" paid as a lump sum calculated on the basis of the differential between the rates of pay for a period of twelve months.

**16.10** If an employee is transferred to another locality as the result of technological change and in accordance with the definition of a transfer contained in Article 22 or paragraph (iv) of subsection 23.01 (a), the provisions of section 22.09 shall apply.

**16.11 (a)** An annuity shall be available to an eligible employee who has been displaced from his job as a result of technological change and to whom the provisions of section 16.07 apply. Such an employee shall be eligible if the job displacement results in a termination of employment and the termination occurs to an employee who has 15 years or more of service and who is not eligible to a deferred annuity under the terms of the "Plan for Employees' Pensions, Disability Benefits and Death Benefits" as amended to 1 January 1975. The amount of the annuity payable to an employee shall be calculated in accordance with the formula used to determine the amount of a deferred annuity payable under the terms of the Plan and payable at the time provided in the Plan.

(b) An employee's entitlement to the annuity provided in subsection 16.11 (a) ceases where

- (i) the employee becomes eligible to a deferred annuity under the Plan as a result of any applicable law now or hereafter enacted, or any change in the Plan, or
- (ii) the employee, subsequent to his termination of employment, is re-employed by the Company and becomes eligible to another annuity as provided under the Plan.

**16.12** The Company and the Union agree that Sections 52, 54 and 55 of the Canada Labour Code shall not apply to the parties to this Agreement during its term.

#### **ARTICLE 17 – WAGE ADMINISTRATION**

**17.01** "Basic Rate of Pay" means the amount of money per week, as specified in the applicable wage schedule, which is paid to a Full-Time employee for working his basic hours of work.

### **Rates of Pay for Part-Time Employees**

**17.02** The rate of pay for a Part-Time employee shall be on a pro-rata proportion of the rate established for the occupation concerned, unless a specific schedule for Part-Time employees forms part of this Agreement.

### **Higher Rates of Pay to Individual Employees**

**17.03** A new or transferred employee who has had previous experience, related training or educational qualifications beyond the standard requirements, may be placed at a wage rate commensurate with such experience, training or education. An employee on demotion treatment may be placed at a wage rate commensurate with his service and experience.

### **Demotional Treatment**

**17.04** The Company agrees that it will not change, during the term of this Agreement, the procedures which were in effect on the date of signing this Agreement for determining wage treatment for employees covered by this Agreement who are subject to demotion treatment.

### **Alternative Plans**

**17.05** (a) The Company may, at its discretion, authorize alternative plans, as specified in Attachment C, for



a locality. The Company agrees to notify the Union when such alternative plans are authorized.

(b) When alternative plans are introduced in a locality all employees on the affected steps of the wage schedule will be paid under the alternative plan. If an alternative plan is removed from a wage schedule, all employees on the plan at the time it is removed will continue to be paid the alternative rate until they reach the step where the alternative and regular plans merge.

#### **Wage Increases**

**17.06** (a) Increases shall be granted on the basis of merit as determined by the Company. The time interval specified for each step of a wage schedule is a period during which an employee is under survey as to his capacity and qualifications.

(b) Where, in the opinion of the Company, an employee has not demonstrated sufficient qualifications or capacity to warrant an increase on the basis of merit, he shall be so notified in writing no later than 15 days prior to the due date for the increase. A copy of the notice is to be sent to the employee's Steward.

(c) Where an employee receives a notice pursuant to subsection 17.06 (b) he may, within ten days of receipt of the notice, review, with his immediate supervisor, the reasons for the withholding of the increase. Should the employee, following the review, believe the action is

unwarranted, he may take the matter up as a grievance.

**17.07** The time intervals for each step of Wage Schedule 1, 2, 3 shall be six months.

**17.08** The time intervals specified for each step of the wage schedules shall be computed as follows:

(a) For an employee engaged or re-engaged between the first and fifteenth of the month, from the first day of that month.

(b) For an employee engaged or re-engaged between the sixteenth and the last day of the month, from the first day of the following month.

**17.09** The effective day for an increase shall be the first day of the bi-weekly period closest to the first day of the month.

#### **Pay Treatment – Employee Absent**

**17.10** (a) Increases or decreases in the basic rate of pay, which an employee would have received had he been on the job, shall not be made effective while he is absent due to leave of absence, accident, sickness or quarantine.

(b) Where, for reasons of accident, sickness or quarantine, an employee is absent for 30 days or less and his progressional wage increase is delayed until his return to work in accordance with subsection 17.10 (a), the

effective date of any subsequent progressional wage increase shall not be affected.

(c) Where, for reasons of accident, sickness or quarantine, an employee is absent for more than 30 days and his progressional wage increase is delayed until his return to work in accordance with subsection 17.10 (a), the effective date of any subsequent progressional wage increase shall be calculated from the day the employee returns to work.

(d) Notwithstanding the provisions of subsection 17.10 (c), where an employee is absent for more than 30 days for reason of a leave granted under sections 31.01, 31.02 or 31.03, the provisions of subsection 17.10 (b) shall apply.

### **Pay Days**

**17.11** An employee shall be paid, by direct deposit, every alternate Friday of the two-week period ending the Saturday previous to the pay day. The pay shall include the salary for scheduled hours worked at the basic rate of pay, overtime hours worked and all other applicable additions in pay for the two-week period ending on the Saturday preceding the pay day. Pay will be adjusted for unpaid absences which occurred during such two-week period.

**17.12** The rates of pay for any new jobs created during the life of this Agreement shall be negotiated with the Union before being put into effect.

### **Promotional Treatment**

**17.13** When an employee is promoted to a higher rated job on the same wage schedule:

(a) if the employee is not at the top rate for his classification prior to promotion he shall continue to progress through the schedule in the normal manner until his new top rate is reached;

(b) if he has been less than six months on the top rate for his classification prior to promotion he shall move to the next higher step on the schedule at the expiry of six months from the date he reached the maximum rate for his classification prior to promotion;

(c) if he has been six months or more at the top rate for his classification prior to promotion he shall move to the next higher step on the schedule at the time of promotion.

**17.14** When an employee is promoted to a higher rated job in a different wage schedule he shall move immediately to the step on the new schedule which has the same rate as his present wage or, if there is no identical rate on the schedule, to the closest higher rate to his present wage rate. If the employee was not at the maximum rate prior to promotion he shall carry forward any wage credit accumulated towards his next progressional increase. If the employee was at the maximum rate for his classification prior to promotion and his new wage rate is not the

maximum for his new classification, he shall be eligible for a progressional increase on the new schedule six months after promotion.

## **ARTICLE 18 – HOURS OF WORK**

### **Definitions**

For the purpose of this Agreement,

**18.01** "Basic Hours of Work" means the number of hours of work per day and per week as established by this Agreement and set forth in this Article for Full-Time employees.

(a) "Tour of Duty" means the time worked by an employee on any working day.

(b) "Scheduled Tour of Duty" means a tour of duty not exceeding the basic hours of work per day which an employee is scheduled to work and of which he has been advised in advance.

(c) "Scheduled Work Week" means the scheduled tours of duty comprising the basic hours of work for the week.

(d) "Day Tour" means a tour of duty which falls between the hours of 7:00 A.M. and 6:00 P.M.

(e) "Off-Normal Tour" means a tour of duty, all or a portion of which falls between the hours of 6:00 P.M. of one day and 7:00 A.M. of the following day.

#### **Full-Time Employees**

**18.02** The basic hours of work per day for a Full-Time employee shall be 7 ½ hours.

The basic hours of work per week for a Full-Time employee shall be 37 ½ hours on the basis of a five day week. However, the basic hours of work may be averaged over a two week period on the basis of ten days totalling 75 hours.

#### **Part-Time Employees**

**18.03** The Company shall determine and establish the hours of work per day and days of work per week for all Part-Time employees.

A Regular Part-Time employee shall be scheduled a minimum of 67.5 hours per established period of 4 weeks, in increments of not less than one-half tour, except in situations where the Director – Industrial Relations and the appropriate Vice-President of the Union or their delegate agree that a number of employees are surplus.

### **Additional Straight Time**

**18.04** Payment for the first one-half hour of time worked immediately before or after the basic hours of work per day shall be paid at straight time.

### **Banked Time**

**18.05** An employee may request to be compensated for additional straight time worked in accordance with section 18.04, on a ratio of one for one (1:1) for time off in lieu of payment from his scheduled tours of duty; and,

Except for overtime compensated under the provisions of sections 19.09 and 19.10, an employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment on the basis of one hour and a half (1 ½) for each hour of overtime worked.

(a) An employee's request to bank such time off in lieu of payment must be made known to his manager when his work on the day is coded for payroll. Time banked by an individual employee for purposes of time off in lieu of payment shall never exceed 100 hours, at any one time.

(b) An employee may request to be compensated by time off in lieu of payment of the premium provided under section 18.22 in accordance with the provisions of this section.

(c) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company and, when taken, shall be paid at the employee's basic rate of pay. The minimum amount of time off which may be granted under this section shall be one (1) hour.

(d) An employee with banked time owing shall, if he requests it, be scheduled at least one day off in each two month period beginning January 1st of each year, at a time mutually agreed to by the employee and the Company.

(e) Notwithstanding sub-section 18.05 (c), and providing that he has sufficient time banked, a Part-Time employee who worked less than 37.5 hours in a week may use banked time to top-up his hours of work in that week to a maximum of 37.5 hours.

(f) In lieu of taking the time off provided under this section, an employee with banked time owing may request to be compensated, once every calendar year, at his basic rate of pay, for up to 37.5 hours from his bank in each calendar year.

(g) When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the day scheduled for taking banked time off, it shall be rescheduled in accordance with the provisions of this section.



The day off will not be rescheduled for indisposition occurring after the employee leaves work on the last day preceding the day scheduled for taking banked time off.

#### **Arrangement and Assignment of Tours of Duty**

**18.06** (a) The arrangement of hours for all tours of duty shall be established by the Company.

(b) In each Tier D entity, work schedules will be prepared, in accordance with the provisions of sections 18.02 and 18.04, for a minimum of 30 weeks in each calendar year that provide Full-Time Employees, who elect to do so, with the opportunity to work during those weeks with a schedule of 40 hours per week (or 80 hours averaged over a two week period). An employee may elect to be paid for the Additional Straight Time worked under these schedules or to bank it in accordance with the provisions of section 18.05.

**18.07** The tours of duty may be scheduled on any day of the week depending upon the requirements of the job.

**18.08** No employee shall, without his consent, be required to work more than 12 consecutive tours.

**18.09** The assignment of an employee to a tour of duty shall be made by the Company to meet service

requirements, due consideration being given to the seniority of the employee in the group.

**18.10** At least four days' notice, by posting, shall be given by the Company to an employee who is to be changed from his scheduled tour of duty.

**18.11** Where a change in schedule requires an employee to start a new tour of duty within 24 hours of the start of his previous tour, there shall be an interval of at least eight hours between the two successive tours.

**18.12** With the approval of the Company, an employee may have his scheduled tour of duty changed at his own request.

#### **Meal Period**

**18.13** The meal period for an employee shall not exceed one hour off the job.

**18.14** On all scheduled off-normal tours and scheduled holiday tours, 20 minutes shall be allowed for lunch as part of the tour of duty.

**18.15** When the job requires 7 ½ or more hours continuous attendance by an employee, 20 minutes shall be allowed for lunch on the job as part of the tour of duty.

**18.16** When a meal period not to exceed 20 minutes is authorized in connection with overtime work, such meal period shall be considered as work time.

**Premium Pay for Changes  
in Scheduled Tours**

**18.17** If an employee is given less than four days' notice of a change in his tour of duty, he shall be paid in accordance with the following:

(a) When the change in tour is made at the employee's request he shall be paid on a straight time basis.

(b) When an employee reverts to his own scheduled tour after he has worked two or more consecutive relief tours he shall be paid on a straight time basis.

However, if the interval between the start of the last relief tour worked and the start of the first tour on his own schedule is less than 24 hours, he shall be paid one-half time extra on the first tour of his own schedule for the time worked which is outside the last relief tour worked.

(c) In all other circumstances, he shall be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the four days' notice requirement.

### **Premium Pay for Changes in a Scheduled Work Week**

**18.18** (a) If a Full-Time employee is given less than four days' notice, by posting, of a change in his scheduled work week, he shall be paid one-half time extra for time worked on a day outside the work week previously scheduled, but only for the number of days by which the notice given is short of the four days' notice requirement.

(b) The four days' notice as referred to in subsection 18.18 (a) will commence on the day following the actual day of notice to either the new tour of duty which is outside the previous scheduled work week or to the cancelled tour of duty, whichever comes first.

### **Differential for Work in Off-Normal Period**

**18.19** An employee who is scheduled to work 30 or more hours per week, shall be paid a differential for each off-normal tour worked as follows:

<b><u>Hours Worked in the Off-Normal Period</u></b>	<b><u>Differential</u></b>
Less than 2	\$ 1.35
2 but less than 4	\$ 2.36
4 but less than 6	\$ 3.50
6 and over	\$ 5.11

**18.20** Differentials shall not be paid:

(a) For any period when an employee is being paid on an overtime basis.

(b) For paid absence from duty.

(c) For any period where an employee is being paid a premium under sections 18.17 or 18.18.

**18.21** An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a premium of \$3.86, in addition to any other premiums or differentials which are applicable.

#### **Sunday Premium Pay**

**18.22** An employee who works a scheduled tour any period of which falls between midnight Saturday and midnight Sunday shall be paid Sunday Premium Pay.

Sunday Premium Pay is one-quarter time extra for the time worked in this period.

**18.23** This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.19 and 18.21 and the special compensation provided in section 18.24, is higher than his basic rate of pay.

**Christmas Eve and New Year's  
Eve – Special Compensation**

**18.24** An employee who works on Christmas Eve or New Year's Eve, shall be paid straight time extra for all time worked between the hours of 6:00 P.M. and 12:00 Midnight.

**Time Spent Travelling  
in Company Vehicle**

**18.25** An employee driving a Company-owned or Company-hired vehicle shall be deemed to be at work during the time he is necessarily in control of such vehicle and acting in the course of his employment.

**18.26** An employee who is being transported to or from the job in a Company-owned or Company-hired vehicle shall be deemed to be at work while travelling in such vehicle.

**Time Travelling – Other  
Than To and From The Job**

**18.27** Time travelling on Company instructions, between regular or temporary headquarters and outside normally scheduled working hours, shall be considered as travel time, and shall be apportioned as to payment or non-payment as follows:

(a) When sleeping accommodation is provided en route, only time travelling between the hours of 7:00 A.M. and 10:00 P.M. (including unavoidable stop-over time between connections) shall be considered as travel time.

(b) When no sleeping accommodation is provided en route, all travel time (including unavoidable stop-over time between connections) shall be considered as travel time.

(c) Travel time under subsection 18.27 (a) and (b) shall be paid for on a straight time basis.

**Relief Period**

**18.28** (a) A relief period not to exceed 15 minutes shall be granted to every employee as close to the middle of each of his half tours as the efficiency of the Company's operations permits.

(b) To qualify for a relief period during an overtime assignment an employee must have completed

two hours of work and be expected by the Company to work a minimum of three hours on that overtime assignment.

#### **Work at a Visual Display Terminal**

**18.29** An employee working continuously at a Visual Display Terminal shall not be scheduled more than two hours on duty without a relief or meal period. Where a relief or meal period cannot be so scheduled, the employee shall be entitled to take a five minute break after two continuous hours work at a Visual Display Terminal.

***Effective December 7<sup>th</sup>, 2008***

### **ARTICLE 18 – HOURS OF WORK**

#### ***Definitions***

*For the purpose of this Agreement,*

**18.01** *"Basic Hours of Work" means the number of hours of work per day and per week as established by this Agreement and set forth in this Article for Full-Time employees.*

(a) *"Tour of Duty" means the time worked by an employee on any working day.*

(b) *"Scheduled Tour of Duty" means a tour of duty not exceeding the basic hours of work per day which an*



*employee is scheduled to work and of which he has been advised in advance.*

(c) *"Scheduled Work Week" means the scheduled tours of duty comprising the basic hours of work for the week.*

(d) *"Day Tour" means a tour of duty which falls between the hours of 7:00 A.M. and 6:00 P.M.*

(e) *"Off-Normal Tour" means a tour of duty, all or a portion of which falls between the hours of 6:00 P.M. of one day and 7:00 A.M. of the following day.*

#### **Full-Time Employees**

**18.02** *The basic hours of work per day for a Full-Time employee shall be 8 hours.*

*The basic hours of work per week for a Full-Time employee shall be 40 hours on the basis of a five day week. However, the basic hours of work may be averaged over a two week period on the basis of ten days totalling 80 hours.*

#### **Part-Time Employees**

**18.03** *The Company shall determine and establish the hours of work per day and days of work per week for all Part-Time employees.*

*A Regular Part-Time employee shall be scheduled a minimum of 72 hours per established period of 4 weeks, in*

increments of not less than one-half tour, except in situations where the Director - Industrial Relations and the appropriate Vice-President of the Union or their delegate agree that a number of employees are surplus.

### **Banked Time**

**18.04** An employee may elect to bank half an hour basic hours worked per day, on a ratio of one for one (1:1); and,

Except for overtime compensated under the provisions of sections 19.09 and 19.10, an employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment on the basis of one hour and a half (1 ½) for each hour of overtime worked.

(a) An employee's request to bank such time off in lieu of payment must be made known to his manager when his work on the day is coded for payroll. Time banked by an individual employee for purposes of time off in lieu of payment shall never exceed 100 hours, at any one time.

(b) An employee may request to be compensated by time off in lieu of payment of the premium provided under section 18.21 in accordance with the provisions of this section.

(c) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company and, when taken, shall be paid at the employee's basic rate of pay. The minimum

*amount of time off which may be granted under this section shall be one (1) hour.*

*(d) An employee with banked time owing shall, if he requests it, be scheduled at least one day off in each two month period beginning January 1<sup>st</sup> of each year, at a time mutually agreed to by the employee and the Company.*

*(e) Notwithstanding subsection 18.04 (c), and providing that he has sufficient time banked, a Part-Time employee who worked less than 40 hours in a week may use banked time to top-up his hours of work in that week to a maximum of 40 hours.*

*(f) In lieu of taking the time off provided under this section, an employee with banked time owing may request to be compensated, once every calendar year, at his basic rate of pay, for up to 40 hours from his bank in each calendar year.*

*(g) When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the day scheduled for taking banked time off, it shall be rescheduled in accordance with the provisions of this section.*

*The day off will not be rescheduled for indisposition occurring after the employee leaves work on the last day preceding the day scheduled for taking banked time off.*

**Arrangement and Assignment  
of Tours of Duty**

**18.05** *The arrangement of hours for all tours of duty shall be established by the Company.*

**18.06** *The tours of duty may be scheduled on any day of the week depending upon the requirements of the job.*

**18.07** *No employee shall, without his consent, be required to work more than 12 consecutive tours.*

**18.08** *The assignment of an employee to a tour of duty shall be made by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.*

**18.09** *At least four days' notice, by posting, shall be given by the Company to an employee who is to be changed from his scheduled tour of duty.*

**18.10** *Where a change in schedule requires an employee to start a new tour of duty within 24 hours of the start of his previous tour, there shall be an interval of at least eight hours between the two successive tours.*

**18.11** *With the approval of the Company, an employee may have his scheduled tour of duty changed at his own request.*

### **Meal Period**

**18.12** *The meal period for an employee shall not exceed one hour off the job.*

**18.13** *On all scheduled off-normal tours and scheduled holiday tours, 20 minutes shall be allowed for lunch as part of the tour of duty.*

**18.14** *When the job requires 8 or more hours continuous attendance by an employee, 20 minutes shall be allowed for lunch on the job as part of the tour of duty.*

**18.15** *When a meal period not to exceed 20 minutes is authorized in connection with overtime work, such meal period shall be considered as work time.*

### **Premium Pay for Changes in Scheduled Tours**

**18.16** *If an employee is given less than four days' notice of a change in his tour of duty, he shall be paid in accordance with the following:*

(a) *When the change in tour is made at the employee's request he shall be paid on a straight time basis.*

(b) *When an employee reverts to his own scheduled tour after he has worked two or more consecutive relief tours he shall be paid on a straight time basis.*

*However, if the interval between the start of the last relief tour worked and the start of the first tour on his own schedule is less than 24 hours, he shall be paid one-half time extra on the first tour of his own schedule for the time worked which is outside the last relief tour worked.*

*(c) In all other circumstances, he shall be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the four days' notice requirement.*

**Premium Pay for Changes in a  
Scheduled Work Week**

**18.17** (a) *If a Full-Time employee is given less than four days' notice, by posting, of a change in his scheduled work week, he shall be paid one-half time extra for time worked on a day outside the work week previously scheduled, but only for the number of days by which the notice given is short of the four days' notice requirement.*

*(b) The four days' notice as referred to in subsection 18.17 (a) will commence on the day following the actual day of notice to either the new tour of duty which is outside the previous scheduled work week or to the cancelled tour of duty, whichever comes first.*

**Differential for Work in  
Off-Normal Period**

**18.18** An employee who is scheduled to work 30 or more hours per week, shall be paid a differential for each off-normal tour worked as follows:

<b><u>Hours Worked in the Off-Normal Period</u></b>	<b><u>Differential</u></b>
Less than 2	\$ 1.35
2 but less than 4	2.36
4 but less than 6	3.50
6 and over	5.11

**18.19** Differentials shall not be paid:

(a) For any period when an employee is being paid on an overtime basis.

(b) For paid absence from duty.

(c) For any period where an employee is being paid a premium under section 18.16 or 18.17.

**18.20** An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a premium of \$3.86, in addition to any other premiums or differentials which are applicable.

### ***Sunday Premium Pay***

**18.21** *An employee who works a scheduled tour any period of which falls between midnight Saturday and midnight Sunday shall be paid Sunday Premium Pay. Sunday Premium Pay is one-quarter time extra for the time worked in this period.*

**18.22** *This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.18 and 18.20 and the special compensation provided in section 18.23, is higher than his basic rate of pay.*

### ***Christmas Eve and New Year's Eve – Special Compensation***

**18.23** *An employee who works on Christmas Eve or New Year's Eve, shall be paid straight time extra for all time worked between the hours of 6:00 P.M. and 12:00 Midnight.*

### ***Time Spent Travelling in Company Vehicle***

**18.24** *An employee driving a Company-owned or Company-hired vehicle shall be deemed to be at work during the time he is necessarily in control of such vehicle and acting in the course of his employment.*

**18.25** *An employee who is being transported to or from the*



*job in a Company-owned or Company-hired vehicle shall be deemed to be at work while travelling in such vehicle.*

***Time Travelling – Other  
Than To and From The Job***

**18.26** *Time travelling on Company instructions, between regular or temporary headquarters and outside normally scheduled working hours, shall be considered as travel time, and shall be apportioned as to payment or non-payment as follows:*

*(a) When sleeping accommodation is provided en route, only time travelling between the hours of 7:00 A.M. and 10:00 P.M. (including unavoidable stop-over time between connections) shall be considered as travel time.*

*(b) When no sleeping accommodation is provided en route, all travel time (including unavoidable stop-over time between connections) shall be considered as travel time.*

*(c) Travel time under subsections 18.26 (a) and (b) shall be paid for on a straight time basis.*

***Relief Period***

**18.27** *(a) A relief period not to exceed 15 minutes shall be granted to every employee as close to the middle of each of his half tours as the efficiency of the Company's operations permits.*

(b) To qualify for a relief period during an overtime assignment an employee must have completed two hours of work and be expected by the Company to work a minimum of three hours on that overtime assignment.

#### **Work at a Visual Display Terminal**

**18.28** An employee working continuously at a Visual Display Terminal shall not be scheduled more than two hours on duty without a relief or meal period. Where a relief or meal period cannot be so scheduled, the employee shall be entitled to take a five minute break after two continuous hours work at a Visual Display Terminal.

### **ARTICLE 19 – OVERTIME**

**19.01** "Overtime" means the time worked by an employee:

(a) in addition to his scheduled tour of duty and time worked in accordance with section 18.04 on any day, or

(b) on a day outside his scheduled work week.

**Effective December 7<sup>th</sup>, 2008**

**19.01** "Overtime" means the time worked by an employee:

(a) in addition to his scheduled tour of duty on

| any day, or

(b) on a day outside his scheduled work week.

**19.02** Except where otherwise provided herein, overtime in excess of eight hours per employee in one week and overtime in excess of 16 hours in a designated four week period shall be on a voluntary basis.

**19.03** Where service demands are critical, as in the case of major cable breaks, equipment failures, or in other circumstances which endanger the safety of customers or the public, compulsory overtime may be assigned in excess of eight hours per employee in one week.

**19.04 (a) Day Tours**

An employee is entitled to a minimum of eight consecutive hours off work during the 24 hour period commencing with the start of his regular tour. Seven of these hours should normally be between the hours of midnight and 7:00 A.M. for those employees working a day tour. An employee who works non-scheduled overtime (that is, overtime without 48 hours notice), shall have the hours worked between midnight and 7:00 A.M. reduced from his next scheduled tour provided that the employee begins the next scheduled tour within eight hours of the conclusion of the overtime hours worked. Where the overtime immediately precedes his next scheduled tour or if the Company requires the employee to commence his next scheduled tour without eight consecutive hours off the job,

the length of his tour shall be reduced by an amount of time equivalent to the overtime hours worked between midnight and 7:00 A.M. All employees will be paid on a straight time basis for any time on his next scheduled tour for which he is excused because of working on an overtime basis between the hours of midnight and 7:00 A.M.

(b) Off-Normal Tours

An employee who is required to work 16 hours or more in the 24 hour period commencing with the start of a scheduled tour, shall normally not be required to report for his next scheduled tour until he has had a total of eight hours off the job between the end of such scheduled tour and the commencement of his next scheduled tour. He shall be paid on a straight time basis for any time on his next scheduled tour that is not worked as a result of so reporting. If the Company requires the employee to commence his next scheduled tour without the required eight hours off the job, he shall be given time off at the end of that tour equivalent to the difference in time between eight hours and the actual time the employee had off the job between scheduled tours.

**Overtime Payments –  
Full-Time Employees**

**19.05** Payment for overtime work shall be made at the employee's hourly rate multiplied by one and one-half times the hours worked, except that overtime worked:

- (a) in excess of two hours in one week, or
- (b) on a Sunday without 48 hours' notice, or
- (c) in excess of the basic hours of work and time worked in accordance with section 18.04 on a holiday without 48 hours' notice.

shall be at the employee's hourly rate multiplied by two times the hours worked.

***Effective December 7<sup>th</sup>, 2008***

***19.05*** Payment for overtime work shall be made at the employee's hourly rate multiplied by one and one-half times the hours worked, except that overtime worked:

- (a) in excess of two hours in one week, or
- (b) on a Sunday without 48 hours' notice, or
- (c) in excess of the basic hours of work and time worked on a holiday without 48 hours' notice.

shall be at the employee's hourly rate multiplied by two times the hours worked.

**19.06** Except as otherwise provided in section 19.05, where an employee is required to work in excess of seven minutes of overtime either immediately before or after his scheduled tour of duty and time worked in accordance

with section 18.04, he shall be paid for the total additional time worked reported to the nearest quarter hour in accordance with the following table:

<u>Minutes Worked</u>	<u>Reported To Nearest ¼ Hour</u>
8 – 22	¼
23 – 37	½
38 – 52	¾
53 – 67	1
68 – 82	1 ¼
83 – 97	1 ½
98 – 112	1 ¾
113 – 127	2
128 – 142	2 ¼
etc.	etc.

**Effective December 7<sup>th</sup>, 2008**

**19.06** Except as otherwise provided in section 19.05, where an employee is required to work in excess of seven minutes of overtime either immediately before or after his scheduled tour of duty, he shall be paid for the total additional time worked reported to the nearest quarter hour in accordance with the following table:

<b><u>Minutes Worked</u></b>	<b><u>Reported To Nearest ¼ Hour</u></b>
8 – 22	¼
23 – 37	½
38 – 52	¾
53 – 67	1
68 – 82	1 ¼
83 – 97	1 ½
98 – 112	1 ¾
113 – 127	2
128 – 142	2 ¼
etc.	etc.

**19.07** A meal period shall not, except as provided in section 18.16, be included in the calculation of overtime but shall not break the continuity of such overtime.

**Effective on December 7<sup>th</sup>, 2008**

**19.07** A meal period shall not, except as provided in section 18.15, be included in the calculation of overtime but shall not break the continuity of such overtime.

**19.08** When an employee is required to work overtime and a service emergency requires continuous attendance of the employee for more than four hours of overtime, the employee shall be provided food at Company expense.

**19.09** (a) An employee who is required to work overtime which does not immediately precede or continue after his scheduled tour of duty, and who reports for work, shall be paid on an overtime basis for all such overtime worked. If the employee has not been given 48 hours' notice of such overtime work, he shall receive an additional one hour's pay.

(b) If the amount to which an employee would be entitled under subsection 19.09 (a) above is less than three hours' pay, he shall receive a payment of three hours' pay.

(c) In addition to the hours for which overtime will be paid under subsections 19.09 (a) and (b), an employee called-out with less than 48 hours notice shall be paid, on an overtime basis, except for the overtime worked under these subsections, from the time he was called until he arrives back at home, up to a maximum of four hours. Such time shall be considered as time worked.

**19.10** When an employee is called in to work overtime without 48 hours' notice, and the overtime work continues until the start of his scheduled tour, he shall be paid up to a maximum of four hours at time and one-half, from the time he was called to the time he actually reports for work.

**Overtime Payment –  
Part-Time Employees**

**19.11** A Part-Time employee, who works more than his



scheduled hours on any day, shall be paid on a straight time basis until he has worked eight hours per day, and on a time and one-half basis for time worked in excess of the eight hours.

**19.12** A Part-Time employee, who works more than his scheduled tours of duty in any week, shall be paid on a straight time basis until he has worked the basic hours per week, and on a time and one-half basis for time worked in excess of the basic hours excluding any time worked in accordance with section 18.04.

***Effective December 7<sup>th</sup>, 2008***

**19.12** *A Part-Time employee, who works more than his scheduled tours of duty in any week, shall be paid on a straight time basis until he has worked the basic hours per week, and on a time and one-half basis for time worked in excess of the basic hours.*

**19.13** Where a Part-Time employee has worked the basic hours per week in a given week, payment for overtime worked:

- (a) in excess of two hours in one week, or
- (b) on a Sunday without 48 hours' notice,

shall be at the employee's hourly rate multiplied by two times the hours worked.

## **ARTICLE 20 – HOLIDAYS**

**20.01** The following shall be recognized as paid holidays:

New Year's Day	Civic Holiday
Good Friday	(Ontario only)
Victoria Day	First Monday in August
(National Patriots' Day in Québec)	(Québec only)
Third Monday in June (Ontario only)	Labour Day
National Holiday (Québec only)	Thanksgiving Day
Canada Day	Christmas Day
	Boxing Day (December 26)

**20.02** (a) National Holiday (Québec only) and Civic Holiday (Ontario only) are substituted respectively for Remembrance Day.

(b) Notwithstanding the provisions of section 20.01, an employee may, by mutual agreement with the Company, use the third Monday in June (Ontario only) or the first Monday in August (Quebec only) to schedule time off on another day, which must be taken during the same calendar year. If the employee is called into work on his scheduled day off, the provisions of section 20.11 or 20.12 will apply as the case may be.

**20.03** When a paid holiday falls on a Sunday the Monday immediately following shall be observed as the holiday.

**20.04** Where a paid holiday falls on a Monday to Saturday inclusive, it shall be included in the weekly schedule for all employees for that week.

**20.05** Notwithstanding the provisions of section 20.04, the observance of the Boxing Day holiday shall be in accordance with the following:

(a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.

(b) Where Boxing Day falls on a day Tuesday to Saturday inclusive, it shall be included in the weekly schedule for all employees for that week.

#### **Day Off With Pay**

**20.06** In addition to the holidays stipulated in section 20.01, each employee in the employ of the Company on November 1st, with the exception of an employee who is on an unpaid leave of absence in excess of two weeks and not covered under Article 31 of this Agreement, shall be granted a day off with pay at his basic rate of pay for that day, or if a Part-Time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay, not to exceed one-fifth of the employee's basic rate of pay.

**20.07** The day off with pay shall be scheduled during the period from November 1st to the last day of February of the

following year.

**20.08** Where the day off with pay is taken outside the period from December 22nd to January 4th of the following year, it shall be on a day mutually agreed to by the Company and the employee.

**20.09** Where an employee cannot be granted a day off during the period from November 1st to the last day of February of the following year, he shall be paid one additional day's pay at his basic rate of pay, or if a Part-Time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the last day of February, not to exceed one-fifth of the employee's basic rate of pay.

#### **Pay For Holiday – Not Worked**

**20.10** When an employee is not required to work on a paid holiday which is included in his scheduled work week, he shall be granted the day off with pay, at his basic rate of pay for that day, or if a Part-Time employee, at the rate of 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday, not to exceed one-fifth of the employee's basic rate of pay.

### **Pay For Work on a Holiday**

#### **Holiday Included in Employee's Weekly Schedule**

**20.11** Where a Full-Time employee is required to work on a paid holiday which is included in his weekly schedule he shall be paid his basic rate of pay for that day or, if the employee so elects, and provided the employee works his basic hours for the day, he may be granted a holiday with pay at a time convenient to the employee and the Company. If the employee has not been granted such holiday within 12 months of the actual holiday, he shall be granted holiday pay. In addition, he shall be paid as follows:

(a) If an employee has been given 48 hours' notice of a requirement to work on a holiday, he shall be paid time and one-half for the time worked between midnight of the day preceding and midnight of the holiday with a minimum guarantee of four hours' pay at straight time.

(b) If an employee has not been given 48 hours' notice of a requirement to work on a holiday, he shall be paid double time for all time worked up to his basic hours of work for that day, plus one additional hour's pay at straight time, with a minimum guarantee of four hours' pay at straight time.

**20.12** Where a Part-Time employee is required to work

on a paid holiday which is included in his weekly schedule, he shall be paid 10% of his earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday, not to exceed one-fifth of the employee's basic rate of pay. In addition, he shall be paid in accordance with subsection 20.11 (a) or 20.11 (b).

## **ARTICLE 21 – ANNUAL VACATIONS**

### **NOTE:**

Notwithstanding the provisions of this Article set out below, an employee's entitlement to vacation with pay for a calendar year during which an employee takes a leave of absence with net credited service (except a leave granted under Article 31), shall be as determined by the terms and conditions of the leave.

**21.01** An employee, in the year he is engaged or re-engaged, shall be entitled to one day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten days of vacation with pay.

For purposes of this Article:

(a) For an employee engaged or re-engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month.

(b) For an employee engaged or re-engaged on

or after the sixteenth day of the month, service shall be counted from the first day of the month following.

**21.02** An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below in the year in which he is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

<b><u>Years of Net Credited Service</u></b>	<b><u>Weeks of Vacation</u></b>
1	3*
10	4*
18	5*
25	6**

\* At least one week of which must be taken outside the summer period.

\*\* At least two weeks of which must be taken outside the summer period.

**21.03** When the annual vacation for an employee falls in two months, to each of which a vacation of different length applies, the annual vacation shall not exceed the shorter length of vacation specified for the employee's net credited

service in the table above, except as specifically provided for in the said table.

**21.04** (a) In this Article, when a calendar week falls in two months, such calendar week shall be considered to be in the month in which the Wednesday of the week falls. This same interpretation shall apply in determining the end of April for scheduling under the provisions of section 21.05 or rescheduling under the provisions of section 21.15.

(b) The term "summer period" means the period starting the second week of June and ending at the end of the second to last week of September. The summer periods for the duration of this collective agreement are defined in Attachment G.

**21.05** All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

**21.06** Notwithstanding the provisions of section 21.02, an employee shall only be entitled to:

(a) his full vacation if he completes six months of service during such year, or

(b) one week's vacation if he completes less than



six months of service during such year.

**21.07** When a paid holiday falls on a day of the annual vacation an employee shall be entitled to an additional day off with pay at a time mutually agreed to by the employee and the Company. If the employee has not been granted the day off with pay within 12 months of the actual holiday, he shall be granted holiday pay.

**21.08** Vacation schedules shall be prepared each year by the Company between January 1st and February 1st with due consideration to seniority, provided, however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

**21.09** For the purpose of vacation selection, each Tier D manager's group shall be considered a seniority unit.

**21.10** (a) For the purpose of determining the number of employees permitted on vacation at a time, the number of employees in a Tier D manager's group on January 1st of the vacation year shall be used.

(b) Subject to section 21.12, a minimum of 20% of the employees in a Tier D manager's group will be permitted on vacation at a time. However, based on service requirements, the actual number of employees permitted on vacation in any given week may be less than 20%

provided that the average within each two month period starting January 1<sup>st</sup> of each year is not less than 20%.

***Effective on January 1, 2009***

*(b) Subject to section 21.12, a minimum of 22% of the employees in a Tier D manager's group will be permitted on vacation at a time. However, based on service requirements, the actual number of employees permitted on vacation in any given week may be less than 22% provided that the average within each two month period starting January 1st of each year is not less than 22%.*

**21.11 (a)** In the year he is to complete 5 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of one week of vacation during the summer period.

**(b)** In the year he is to complete 15 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of two weeks of vacation during the summer period.

**21.12** For the purpose of subsection 21.11 (b), the vacation schedule shall be prepared so that the total number of employees on vacation at any time during the summer period in a Tier D manager's group does not exceed 25%. This percentage shall be based on the number of employees in that group on January 1st of the vacation year.

**21.13** (a) Any employee entitled to more than two weeks of vacation may, if the Company and the employee mutually agree, take any portion of his entitlement in excess of two weeks consecutively with his vacation, or portion thereof, for the following year.

(b) Where vacation periods applicable to two different years are to be taken consecutively, they must be scheduled in the period December 1st of the first such year and April 30th of the subsequent year.

**21.14** An employee who is reassigned or transferred after his vacation has been selected may retain his original vacation selection if he so chooses.

**21.15** When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company shall, if the employee so requests, reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

**21.16** (a) An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his earnings in the calendar year for which the vacation is given for each week of vacation.

(b) The percentage level of vacation pay an

employee is entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.16 (a), shall remain unchanged.

(c) Notwithstanding the provisions of subsection 21.16 (a), an employee who is engaged or placed into this bargaining unit on or after February 11, 1991 shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his basic rate of pay in the calendar year for which the vacation is given for each week of vacation;

and in addition,

- (i) if the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year,

or

- (ii) if an employee has six (6) or more years net credited service he shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for

this calendar year.

**Pay in Lieu of Vacation**

**21.17** When an employee resigns, is laid off, is dismissed, or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year calculated in the manner set forth in sections 21.18 through 21.22 inclusive.

**21.18** An employee with less than one year's net credited service shall be granted 4% of the wages earned during the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation, taken by the employee, during the same period of service.

**21.19** An employee with one or more years of net credited service who works six months or more in the year of separation shall be granted the greater of:

(a) Three weeks' pay if his service is less than 10 years; four weeks' pay if his service is 10 years or more but less than 18 years; five weeks' pay if his service is 18 years or more but less than 25 years; six weeks' pay if his service is 25 years or more, all at his basic rate of pay if a Full-Time employee or a pro-rata proportion if a Part-Time employee,

or,

(b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

(c) The percentage level of pay in lieu of vacation an employee is entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.19 (b), shall remain unchanged.

**21.20** Notwithstanding the provisions of section 21.19, an employee who is engaged or placed into this bargaining unit on or after February 11, 1991, who has one or more years of net credited service and who works six months or more in the year of separation shall be granted pay in lieu of vacation as follows:

(a) Three weeks' pay if his service is less than 10 years; four weeks' pay if his service is 10 years or more but less than 18 years; five weeks' pay if his service is 18 years or more but less than 25 years; six weeks' pay if his service is 25 years or more, all at his basic rate of pay if a Full-Time employee or a pro-rata proportion if a Part-Time employee,

and in addition,

(b) (i) if the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his earnings in the calendar year for which the vacation is given and the basic pay for this calendar year

or

- (ii) if the employee has six (6) or more years net credited service he shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and the basic pay for this calendar year.

**21.21** An employee with one or more years of net credited service who works less than six months in the year of separation shall be granted the greater of:

- (a) One week's pay at his basic rate, (or for a Part-Time employee at his pro-rata proportion of the basic rate).

or

- (b) 2% of the employee's earnings for the current calendar year, for each week of vacation.

**21.22** The amount of pay in lieu of vacation to be granted in accordance with sections 21.19, 21.20 and 21.21 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Company's service.

## **ARTICLE 22 – TRANSFERS AND REASSIGNMENTS**

### **Definitions**

"Headquarters" means a locality and its contiguous territory in and from which an employee normally works as provided in Attachment B of this Agreement.

"Reassignment" means an employee's assignment to another occupation or position and/or another work location within the employee's headquarters, or in the case of an employee in Toronto or Montreal, within his headquarters and within a 30 airline km radius from his reporting centre.

"Transfer" means an employee's assignment to another occupation or position and/or another work location outside the employee's headquarters, or in the case of an employee in Toronto or Montreal, to another headquarters or to a reporting centre other than his assigned reporting centre and more than 30 airline km from his assigned reporting centre.

"Upgrade" means the reassignment or transfer of an employee to an occupation of a higher classification.

"Demotion" means the reassignment or transfer of an employee to an occupation of a lower-rated classification.

"Reclassification" means a change to the



employment status of an employee (e.g., from Temporary to Regular, from Regular Part-Time to Regular Full-Time).

"Reporting centre" shall mean a specified location provided for the use of the Company, in an employee's headquarters, and may be a work centre, central office, locker location, storeroom, customer's premises, temporary training centre, warehouse or other Company premises or similarly fixed location to which an employee is assigned.

"Job location" shall mean any other location to which an employee is assigned to report which is not his reporting centre.

"Reporting locality" is defined as being within the limits of a circular area having a radius of 2 airline km from the employee's regular reporting centre.

**22.01** Each employee shall be assigned a reporting centre by the Company within a headquarters as listed in Attachment B. An employee is to be notified in writing by the Company of a change in reporting centre.

### **Transfers**

**22.02** (a) The transfer of an employee for a continuous period of more than 90 days shall be considered a permanent transfer.

(b) The transfer of an employee for a continuous period of 90 days or less shall be considered a temporary

transfer.

(c) Notwithstanding the provisions of subsection 22.02 (a), the period specified in subsection 22.02 (b) may be extended by a second continuous period of 90 days or less.

**22.03** Notwithstanding the provisions of sections 22.02, 22.10 and 22.11, the transfer of an employee to a special project or an assignment such as centralized analysis centre, mod-squad, Regional staff, Bell Northern Research, or to a Plant Training Centre to attend training courses, shall be for the period of the project, the assignment or the length of the training course, and shall be considered a temporary transfer. Travel allowance or living and transportation expenses shall be paid, as applicable, in accordance with Article 23, for the duration of the temporary transfer.

**22.04** Sections 22.02 through 22.12 inclusive shall not apply to the reassignment of an employee affected under the provisions of Article 11.

**22.05** (a) Seven days notice shall normally be given to an employee who is, at the request of the Company, transferred for an overnight or longer period. Where such notice is not given and an employee is transferred with less than seven days notice, he shall be paid one-half time extra for the basic hours of work for each day of the balance of the seven day period during which the employee is so transferred.

(b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.19 and 18.21 and the premium provided in section 18.22, is higher than his basic rate of pay.

***Effective December 7<sup>th</sup>, 2008***

*(b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.18 and 18.20 and the premium provided in section 18.21, is higher than his basic rate of pay.*

**Permanent Transfer**

**22.06** The Company will give the employee 30 days notice of a permanent transfer.

**22.07** In the selection of an employee for permanent transfer, the Company will first give consideration to an employee who has the necessary qualifications and who will transfer voluntarily, providing the remaining employees within the district at the reporting centre from which the transfer is to be made have the necessary qualifications to complete the work remaining.

**22.08** In the event there is to be a permanent involuntary transfer, the employee of least seniority in the seniority unit, at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, shall be

selected providing the remaining employees have the qualifications to complete the work remaining.

**22.09** When an employee is permanently transferred from one headquarters to another at the request of the Company, and as a result of such transfer an employee's new report centre is further from his home than was his former report centre prior to the transfer and a change of residence is required, the employee shall be reimbursed for moving expenses as approved by the Company and in accordance with Company practices. The Company agrees with respect to employee expense incidental to a transfer, that it will not diminish, during the term of the Agreement, the level of reimbursement that applied on the date of signing of the Agreement.

#### **Temporary Transfer**

**22.10** In the selection of an employee for temporary transfer, where the employee is required by the Company to remain away from his home for a period which is expected by the Company to be in excess of two weeks, the Company will give first consideration to the most senior employee who will volunteer from the functional group in the seniority unit at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, providing the remaining employees at his reporting centre have the necessary qualifications to do the work remaining.

**22.11** In the event that there is no volunteer, as provided

in section 22.10, the employee of least seniority from the functional group in the seniority unit, at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining.

**22.12** It is the Company's intention that on completion of a temporary transfer the employee shall be returned to his former position and reporting centre. It is understood that such re-transfer will not be possible where an emergency situation exists, or where due to unplanned or unforeseen events there is insufficient work and, therefore, his former position at his former reporting centre is not open. However, in order to enable a more senior employee who is on temporary transfer to return to his former reporting centre, the Company agrees to displace an employee with less seniority in the same functional group at that reporting centre.

### **Reassignments**

**22.13 (a)** In the selection of an employee for:

- a permanent reassignment, or
- a temporary reassignment for more than 30 days,

to another reporting centre outside his reporting locality, the Company shall first give consideration to the most senior volunteer. In the event that there is no volunteer,

the employee of least seniority shall be selected. The reassigned employee shall be from the functional group in the seniority unit within the reporting centre from which the reassignment is to be made, shall possess the necessary qualifications and the remaining employees shall have the qualifications to complete the work remaining.

(b) The provisions of subsection 22.13 (a) shall not apply to a temporary reassignment of an employee to a special project or an assignment such as centralized analysis centre, mod-squad, Regional staff, Bell Northern Research, or to a Plant Training Centre to attend training courses, providing that the employee selected volunteers for that project or assignment. Travel allowance shall be paid, in accordance with section 23.04, for the duration of the temporary reassignment.

### **Exceptions**

**22.14** Notwithstanding the provisions of sections 22.07, 22.08, 22.10, 22.11, 22.13, Article 24 and section 32.02, all related to the movement of employees, certain circumstances may require normal job filling procedures to be by-passed. Accordingly, the Company may fill a position within the bargaining unit for the following reasons, as appropriate:

(a) **Health or Disability**

for reasons of health or disability affecting a person employed by the Company in any

bargaining unit, or

where a Company employee returns from another bargaining unit following a placement for reasons of health or disability;

(b) Surplus

where the appropriate Director – Industrial Relations and a National Representative of the Union responsible for the bargaining unit agree that a number of employees are surplus. Where no such agreement can be reached, the Company retains its right to invoke the provisions of Article 11;

(c) Demotion Within Unit

where an employee is involuntarily demoted within the bargaining unit;

(d) Business Needs

from March 22 of each year, each District of the Company may fill a number of job openings equal to the greater of 1 or 1% of the total number of Regular employees, rounded to the nearest whole number, in each District at the beginning of each six month period, for the purpose of the "needs of the business" as defined by the Company;

(e) Placement of Former Manager

where a former manager, with the exception of an employee who had been assigned to an acting or temporary management position, is placed into the bargaining unit, the District into which the person is placed will forfeit one of the "needs of the business" placements as referred to in subsection 22.14 (d);

(f) Employment Equity

where a person is placed into the bargaining unit, for the purpose of Employment Equity, in accordance with section 32.02;

(g) Redeployment, New Business and New Technology

where a person is moved within, or placed into, the bargaining unit for reason of

- (i) redeployment due to lack of work or priority of work, or
- (ii) the start-up of a new business opportunity or the initial introduction of new technology.

The Company agrees to initiate local



meetings between management and Union Representatives to explore the options available and possible alternatives to deal with these situations. The agreement of one national representative of the Union responsible for the bargaining unit and the appropriate Director – Industrial Relations is required to approve the application of subsection 22.14 (g) (ii). The Union agrees that its approval in these situations will not unreasonably be withheld;

Where, within 12 months of an employee being involuntarily transferred under the provisions of paragraph (i) above, there is a permanent job opening in the employee's previous family and headquarters, the affected employee shall be offered the opportunity, under this subsection, to return to his original headquarters, provided that he has the necessary qualifications for the job opening.

(h) Return from Leave of Absence

where a person returns to the bargaining unit following a leave of absence approved by the Company;

(i) Transfer from another bargaining unit or Company

Where, for business reasons, a person is placed into the bargaining unit from another bargaining unit or Company. The agreement of the National Union is required to approve the application of this exception.

The Company shall inform the Local Steward, on a form supplied by the Company, of any position within the bargaining unit filled for any of the reasons noted above.

#### **ARTICLE 23 – TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID**

##### **Travel Allowance To and From the Job**

**23.01** (a) Where the notice referred to in section 22.01 has been given and where an employee is assigned inside his headquarters

- (i) to a reporting centre less than 30 airline km from his reporting centre, that location shall become his reporting centre 30 days following the first day he reports to that location or, where he elects to invoke the provisions of subsection 23.02 (b), paragraph (i), 30 days following the first day he reports, or the date of election, whichever comes first.

(ii) to a reporting centre 30 or more airline km from his reporting centre, and closer to his home than his reporting centre, that location shall become his reporting centre 30 days following the first day he reports to that location.

(iii) to a reporting centre 30 or more airline km from his reporting centre and further away from his home than his reporting centre, that location shall become his reporting centre 120 days following the first day he reports to that location.

(iv) to a reporting centre 35 or more airline km from his reporting centre, 30 or more airline km in the case of an employee in Montreal and Toronto, and further away from his home than his reporting centre, he may elect the provisions of subsection 23.01 (a) paragraph (iii) or to change his residence in accordance with the provisions of section 22.09 in which case that location shall become his reporting centre immediately.

(b) Where the notice referred to in section 22.01 has been given and where an employee is assigned to a reporting centre outside his headquarters, that new location shall become his reporting centre 120 days following the first day he reports to that location.

(c) Where an employee is assigned to a location other than his assigned reporting centre, he will be eligible for the payment of travel allowance as provided in subsection 23.04 (a) until such time as that location becomes his reporting centre.

**23.02** (a) An employee shall start his tour of duty at his reporting centre, at a Plant Training Centre or at a job location, as directed.

(b) Where an employee is directed to start or end his tour of duty at a job location outside of his reporting locality but within 30 airline km of his reporting centre and where there is no convenient public transportation to that job location, the employee may either:

(i) report to his reporting centre, provided that he advises his manager in advance,  
or

(ii) agree to report directly to the job location, as directed, in which case the provisions of section 23.04 apply.

**23.03** Where an employee starts and ends his tour of duty within the boundaries of his reporting locality, travel allowance will not be paid.

**23.04** (a) Except as otherwise provided in sections 23.05 and 23.06, where an employee who is providing his own transportation to travel daily between his home and

the work location, and who so travels on his own time, is required to begin or end his tour of duty at a point beyond the boundaries of his reporting locality, he shall be paid in accordance with the following:

<u>AIRLINE DISTANCE FROM REPORTING CENTRE</u>	<u>DAILY TRAVEL ALLOWANCE</u>
More than 2 but less than 7 km	\$ 9.58
7 or more but less than 15 km	12.50
15 or more but less than 30 km	18.00
each additional 1 km	0.56

(b) Where the tour of duty starts and ends at different locations, travel allowance will be computed on the longer of the two distances.

(c) Travel allowance shall only be paid in accordance with subsection 23.04 (a) where the employee reports to a work location which is further from his home than his reporting centre.

**23.05** Employees shall be entitled to living and transportation expenses, in lieu of travel allowance, for tours of duty beginning or ending at points between 30 and 72 airline km inclusive from the employee's reporting centre provided the employee so requests it and his manager reasonably decides that

(a) the employee commences work very early in the morning, or

(b) the employee finishes work very late at night, or

(c) inclement weather results in hazardous driving conditions, or

(d) the employee does not have access to convenient public transportation.

**23.06** Where an employee is required to begin or end his tour of duty at a point more than 72 airline km from his reporting centre, the Company shall pay his actual living and transportation expenses, at or near the location of his temporary assignment, or, if the Company and the employee agree, he may be permitted to return home daily and he shall be paid a daily travel allowance as provided for in section 23.04.

**23.07** (a) Seven days notice shall normally be given to an employee who is required by the Company to be away from his home for an overnight or longer period. Where such notice is not given, an employee shall be paid one-half time extra for the basic hours of work for as many days as he is away overnight for the balance of the seven day period.

(b) This payment shall not be included in wage payments for any time for which an employee is receiving a

rate of pay which, exclusive of tour differentials provided in sections 18.19 and 18.21 and the premium provided in section 18.22, is higher than his basic rate of pay.

***Effective December 7<sup>th</sup>, 2008***

*(b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.18 and 18.20 and the premium provided in section 18.21, is higher than his basic rate of pay.*

**Living and Transportation Expenses Paid**

**Living Expenses**

**23.08** Where an employee is required to travel on Company business and to remain away from home overnight, he shall receive living expenses as follows:

(a) Reasonable and actual expenses for satisfactory, single occupancy room where it is available, and

(b) a per diem allowance of

(i) \$45.00 per calendar day,

if the employee is away for a full calendar day, or

(ii) \$9.00 if away over the breakfast period,

\$12.00 if away over the lunch period,  
and \$24.00 if away over the dinner  
period

if the employee is away for less than a full calendar day.

(c) the per diem allowance referred to in subsection 23.08 (b) shall cover all expenses incurred by an employee who is required to travel on Company business except for local transportation and as otherwise specifically provided in this Article.

#### **Transportation Expenses**

**23.09** Transportation expenses means, subject to section 23.14, expenses incurred for transportation by common carrier or equivalent.

**23.10** It is the Company's intention with respect to living and transportation expenses that, except as provided in subsections 23.08 (b) and (c) and section 23.14, an employee be reimbursed on the basis that there will be neither financial loss or gain to the employee for reasonable expenses incurred.

**23.11** Transportation expenses shall be paid by the Company when an employee incurs such expenses on a job assignment except when an employee is being paid a travel allowance.



**23.12** An employee on a job assignment who is receiving living expenses, shall be entitled to a trip to and from his home once every week. Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent that such time is outside the time paid for work on that day. In addition, he shall be paid for transportation expenses.

**23.13** The Company will pay for one telephone call of reasonable length to such employee's home per day to a maximum of three per week.

**23.14** Although the Company shall normally determine the means of transportation, an employee may elect to travel by a mode of transportation other than the one chosen by the Company. In such case, however, the employee is entitled to the transportation expenses and travel time that would normally have been incurred had he travelled by the mode of transportation determined by the Company but only to the extent of costs that would have been incurred and time that would have been spent between the first and last terminal of an airline company, inter-city bus company, or inter-city railway company.

**23.15** An employee, who takes sick or meets with an accident while receiving living expenses from the Company, may be returned to his headquarters or established home within the Company territory at the expense of the Company.

**23.16** An employee who, because of sickness, remains at the hotel or boarding house at the Company's request, shall be entitled to living expenses.

**23.17** An employee, whose living expenses are being paid by the Company and who is quarantined, shall continue to receive such expenses until released.

**23.18** An employee who is being transported in a Company-owned or leased vehicle shall return to his assigned reporting centre daily from all distances up to 72 airline km from that reporting centre. If working more than 72 airline km from his reporting centre, an employee may be asked to return to his reporting centre or remain at the distant location at the option of the Company. If required to remain at the distant location he shall be eligible to living expenses in accordance with section 23.08. An employee will not be asked to remain at the distant location for more than one night except in cases of emergency.

***Effective until December 31, 2008***

## **ARTICLE 24 – 912B, CAREER PATH AND JOB POSTING PROCEDURES**

### **Definitions**

"Family" means the groupings of jobs within the various Craft and Services groups as provided in

Attachment D of this Agreement.

"Normal Servicing Territory (NST)" means a geographic entity as provided in Attachment E of this Agreement.

### **912B Procedure**

**24.01** (a) The definition of a job opening for the purposes of the 912B procedure is:

- (i) any permanent addition or replacement to the Regular employee (excluding Regular Term) staff within a District/NST from outside the District and/or NST,
- (ii) any permanent reclassification to Regular Part-Time or Regular Full-Time status.

(b) Notwithstanding the provisions of subsection 24.01 (a), there are no job openings created when District structures are merged or otherwise reorganized, when functions are realigned between or within districts, or when employees follow their work into another District or NST in connection with a closure, consolidation or centralization.

**24.02** (a) (i) An employee wishing to apply for another job or location shall complete an electronic 912B form. An electronic copy of the request will be forwarded to the employee and every designated union

representative from each of the union locals concerned. The remaining copies shall be kept on file for consideration by the Company in the filling of job openings, it being expressly understood that requests will only be considered for employees whose performance on their existing job meets job requirements.

- (ii) Notwithstanding the above, a Regular Part-Time employee wishing to apply for Regular Full-Time status in the same job and location shall also complete a 912B application.
- (iii) An employee may have a maximum of six (6) active 912B applications at any one time.

(b) The candidate to fill each job opening must be selected in the following order:

- (i) A 912B applicant.
- (ii) An employee reclassified in accordance with the provisions of subsections 9.01 (b) or 9.01 (c).
- (iii) A 912D applicant.
- (iv) A clerical employee applicant.

(v) Any other person.

(c) From among the 912B applicants, candidates are to be selected on the basis of the most senior from among those who are qualified, in the following order:

- (i) from employees in positions within the same family, having the same occupational title, of the same class, and on the same wage schedule as the job opening (where applicable, selection priority shall first be given to employees within this category who are qualified in the functional preference, as shown in Attachment D, specified for a Business Technician I or Central Office Technician I job opening),
- (ii) from employees in positions within the same family as the job opening,
- (iii) from employees in positions in a different family, having a different occupational title, of the same class, and on the same wage schedule as the job opening,
- (iv) from employees in positions in a different family, having a different occupational title, of a different class as the job opening,

(v) other 912B applicants.

(d) From among 912D or clerical employee applicants, candidates are to be selected on the basis of the most senior among those who are qualified.

(e) 912B applications shall lapse, where they have not resulted in the placement of the employee, 24 months after the date of submission of the application. The employee shall be notified two months prior to the lapsing of any 912B application.

**24.03** Notwithstanding the provisions of section 14.10, a Union grievance may be submitted in accordance with section 14.09 relating to the interpretation, application, administration or alleged violation of subsections 24.02 (b) (iii) and (iv).

#### **Career Path Procedure**

**24.04** (a) Where the Company wishes to permanently upgrade an employee within a District/NST, candidates are to be selected on the basis of the most senior from among those who are qualified on the District/NST Career Path list established for such purpose.

(b) The Career Path selection priority shall be as established by the mutual agreement of the parties.

**24.05** An employee wishing to be considered by the Company for an upgrade within the District/NST shall

forward such request to his manager, it being expressly understood that requests will only be added to, and maintained on, the Career Path list for employees whose performance on their existing job meets job requirements. The Company agrees to supply bi-monthly, to designated Local Officers of the Union, the District/NST Career Path list, in seniority order.

- 24.06** (a) (i) Any temporary upgrade of an employee which is expected by the Company to last for less than 6 months, may be made at the discretion of the Company.
- (ii) Any temporary upgrade of an employee from within the District/NST which is expected by the Company to last at least 6 months, not to exceed 24 months, is to be offered to the most senior available employee from among those who are qualified on the District/NST Career Path list at the time the temporary upgrade is to be made. Where an employee declines the opportunity for such a temporary upgrade, the Company shall offer the temporary upgrade to the next senior available employee who is qualified on the Career Path list. An employee who accepts such an assignment will not be eligible for the allowances and expenses set forth in Article 23.

(b) If there are no employees available, or willing, to accept a temporary upgrade as provided under paragraph (ii) of subsection 24.06 (a), the Company may offer the opportunity to an available employee on another District/NST Career Path list who is qualified to perform the required work.

(c) An employee may not be placed on a temporary upgrade for greater than 24 continuous months.

#### **Job Posting Procedure**

- 24.07** (a) (i) Prior to filling a job opening under the 912B Procedure or a permanent upgrade under the Career Path Procedure, the position will first be offered to an employee within the District/NST who desires a lateral reassignment or transfer through the Job Posting Procedure.
- (ii) It is understood that the Company shall be required to post only one position prior to meeting its needs through the 912B or Career Path Procedures. It is recognized that the posting of the position under this procedure may change the occupation or location into which the Company eventually honours a 912B or Career Path upgrade, as applicable. The Company reserves the right to reevaluate its need to access the



912B and Career Path Procedures based on the outcome of the Job Posting Procedure.

(b) The Company shall post the available position for ten (10) working days within the District/NST. The mechanics of the electronic job posting procedure shall be as agreed to by the parties.

(c) An employee wishing to be considered by the Company must respond to the job posting within the posting period specified in subsection 24.07 (b). It is understood that an employee may only be considered for the posted position provided that:

- (i) the employee's performance on his existing job meets job requirements;
- (ii) the posted position will result in a lateral reassignment or transfer for the employee (which may include a change to function within the same occupation at the same reporting centre provided that the change would result in the employee reporting to a different Tier D manager);
- (iii) the employee is qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working

days familiarization period.

(d) The employee will be selected by the Company for the posted position on the basis of the most senior from among those who are qualified in the order and manner outlined in paragraphs (i), (ii) and (iii) of subsection 24.02 (c).

**24.08** (a) The Company will provide information to designated Local Officers of the Union concerning the posted position and results of the posting, as mutually agreed to by the parties.

(b) The results of the posting will be made known to all employees who responded to the job posting.

#### **Exceptions**

**24.09** The exceptions outlined in section 22.14 may require the normal job filling procedures specified for the 912B, Career Path, and Job Posting Procedures to be bypassed.

#### **General**

**24.10** It is understood that service requirements may prevent a successful applicant from immediately assuming a permanent position for which he has applied under the 912B, Career Path or Job Posting Procedures; nevertheless the date an applicant can be released from his current job will not prevent him from being selected for the permanent

position. Positions may be filled temporarily pending the final availability of the employee who is to fill the job.

**24.11** The provisions of subsection 24.02 (a), section 24.05, and subsection 24.07 (c) shall not apply to an employee in the 24 months subsequent to his engagement or re-engagement, or in the 24 months subsequent to his appointment to a position resulting from a 912B, clerical employee transfer request, 912D or Career Path application, or in the 12 months subsequent to his appointment to a position resulting from a Job Posting application except

(a) that an employee who is appointed to a position as a result of a 912B or Job Posting application may, during this freeze period, apply for a job upgrade at that location;

(b) where an employee's reporting centre is changed by the Company.

**24.12** (a) When a permanent relocation is arranged as a result of a 912B, clerical employee transfer request, 912D, Career Path or Job Posting application, the cost of the relocation will be borne entirely by the employee and that location becomes his reporting centre on the first day he reports.

(b) Where an employee is moved as a result of a 912B application to a reporting centre that is not within the reporting locality of the reporting centre for which he has

applied on that 912B application, the relevant provisions of Article 23 shall apply. Such a move shall be deemed to be Company initiated and not as a result of a 912B application.

**24.13** (a) The 912B, Career Path and Job Posting procedures only apply to Regular Full-Time or Regular Part-Time employees.

(b) Under the Career Path and Job Posting procedures, an employee can not request to be reclassified from Regular Part-Time to Regular Full-Time status.

#### **ARTICLE 25 – SICKNESS ABSENCE AND BENEFITS**

**25.01** The Company shall maintain for the duration of this Agreement, insofar as it applies to employees covered by this Agreement, the program of benefits provided under the following Plans:

- the Pension Plan
- the Income Protection Program
- the Transition Benefit Plan
- the Comprehensive Medical Expense Plan
- the Vision Care Plan
- the Dental Plan

It is understood that the Company's overall program of Benefits will change during the life of the Collective Agreement. As a result, insofar as they apply to the employees covered by this Agreement, the above undertaking applies to these Plans as they exist as of the date of signing of this agreement until such time as they are modified. From then on, this undertaking will apply to these plans as modified.

It is understood that any reference to any benefit, including sickness absence, in the Collective Agreement refers to the benefit then in force and should be read with the necessary modifications, including any reference to benefits in this Article.

**25.02** At least 30 days prior to modifying any of the Plans listed in section 25.01, the Company shall inform the Union of the changes to be implemented and request representation in that respect.

**25.03** For the duration of this Collective Agreement and insofar as they apply to the employees covered by this Agreement, the Plans listed in section 25.01 shall not be modified, except with the consent of the Union, which shall not be unreasonably withheld.

**25.04** For the employees covered by this Agreement, the Company agrees, during the term of this Agreement, not to increase the level of contributions payable under the Basic Group Life plan (Policy 50613 G), the Optional Group Life-Fixed Premium and the Primary Survivor Income Benefit,

nor to reduce the level of insurance coverage under said Plans, except that if the actuaries responsible for the funding of said Plans or the insurance carriers, as appropriate, determine that an adjustment in the required contributions is necessary, the Company may, after consultation with the Union, adjust accordingly the contributions payable by the employee.

**25.05** Notwithstanding the provisions of sections 25.03 and 25.04 above, should legislation or regulation affect any of the Plans, the Company shall retain its right to adjust the benefit levels of the Plans as required and in accordance with legislation or regulation. Such adjustments shall not reduce the aggregate level of benefits available to the employees covered by the collective agreement.

**25.06** An employee having six months net credited service, or more, who is scheduled to work 30 hours or more per week and who is absent on account of sickness or quarantine, shall be paid for continuous absence from scheduled assignments, exclusive of scheduled overtime not worked, prior to the eighth full calendar day of such absence as follows:

(a) An employee with six months but less than four years service shall be paid for that part of the absence in excess of two consecutive scheduled half tours;

(b) In the determination of pay treatment in subsection 25.06 (a), a return to work not exceeding two half tours, shall not be considered to have interrupted the

continuity of the absence, nor the consecutiveness of the half tours of absence. However, for the purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence;

(c) An employee with four or more years service shall be paid for the full absence.

**25.07** An employee who is absent from work for part of his scheduled tour of duty, because of sickness or quarantine, shall be paid as follows:

(a) if he has worked more than half his tour of duty, he shall be paid for his full tour;

(b) if he has worked less than half his tour of duty, he shall be paid for his half tour.

Under these conditions, he shall be paid differential and premium payments applicable to his full tour or his half tour of duty.

## **ARTICLE 26 – MISCELLANEOUS WORKING CONDITIONS**

### **Clothing**

**26.01** Employees shall provide themselves with suitable clothing for the job to which they are assigned.

**26.02** The Company shall supply or make available such special clothing as it deems necessary to be worn on the job for reasons of appearance, safety or health, or as a protection against undue wear or damage. The Company may, at its discretion, replace employees' clothing damaged under unusual job conditions.

#### **Tools**

**26.03** The Company shall decide what tools are required for the job and supply or make them available and replace such of these tools as, in its judgment, become obsolete or worn out. Each employee shall be responsible to the Company for all tools assigned to him.

#### **Weather Conditions**

**26.04** At any time when the Company considers, in keeping with the intent of sections 12.02 and 12.03, that the weather is unsuitable for outside work, employees will be assigned to work under shelter as far as practicable, except where, in the judgment of the Company, cases of emergency or necessity exists.

**26.05** Where as a result of inclement weather conditions an employee:

(a) does not report for work to his reporting centre he shall not receive pay for that day.

(b) is late because of disruptions to public



transportation, he shall be paid for the half tour of duty in which he reports to his reporting centre.

## **ARTICLE 27 – EMPLOYEE AND UNION INFORMATION**

### **Employee Information**

**27.01** The Company agrees to supply each employee with a copy of this Agreement.

### **Union Information**

**27.02** The Company agrees to send, on March 15 of each year, to the designated Officer of the National Union, a list of home addresses as shown on Company records of all employees in the bargaining unit. The home addresses of employees who object to their release shall be omitted from that list.

**27.03** The Union shall, no later than February 1 of each year, inform in writing the Director of Industrial Relations, of the name, occupation and work location of the employees who object to the release of this information by the Company. The Union recognizes its full responsibility in that respect.

**27.04** The Union will save the Company harmless from any and all causes of actions or claims which may be made

against it by any employee, or on behalf of any employee, or employees as a result of the release of home addresses to the Union.

#### **Office Consolidations, Centralizations, Closures and Surplus**

**27.05** (a) Immediately upon learning of a potential office consolidation, centralization or closure, the Director – Industrial Relations undertakes to meet with the appropriate National Officer of the Union, or their delegate, in order to initiate local meetings between management and Union representatives to consult on the impact of the consolidation, centralization or closure on employees and to explore the options available and possible alternatives to deal with the situation. To the extent possible, a standardized approach should be developed by the parties as a response to such situations.

(b) The declaration of a surplus situation within a family and headquarters will take into account the repatriation of any bargaining unit work that has been contracted out within the affected headquarters and which could be performed by those affected employees who have the necessary qualifications.

#### **ARTICLE 28 – BULLETIN BOARDS**

**28.01** The Company will supply and install bulletin boards or provide clearly delineated space on existing

bulletin boards on its property for use by the Union for posting notices with respect to Union activities.

**28.02** Such bulletin boards shall be provided where practicable wherever five or more employees covered by this Agreement are permanently located in a Company building, and where such employees are permanently located in leased premises.

**28.03** The Union agrees to post only factual notices, reports and announcements pertaining to Union meetings, elections, nominations, appointments, finances, or recreational and social activities.

**28.04** The Union agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement shall be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, such material may be removed by the Company, or, will be brought to the attention of any Local or National Representative of the Union, and all such material wherever posted shall be removed by the Union, immediately after such notification, and shall not be re-posted.

## **ARTICLE 29 – WITNESS AND JURY DUTY**

**29.01** An employee who has been excused from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena, shall be granted pay at

his basic rate (or for a Part-Time employee at his pro-rata proportion of the basic rate) for the necessary absence from duty. An employee acting as a voluntary witness or who is otherwise involved as a party in the case shall not be paid for any absence occasioned thereby.

**29.02** An employee shall report for regular duties when temporarily or finally excused from such attendance at Court.

**29.03** Notwithstanding the provisions of sections 18.16 to 18.16 inclusive, when an employee assigned to work an off-normal tour of duty is validly ordered to attend jury duty or is subpoenaed as a witness, the Company shall, if the employee so requests, change the employee's tour to a day tour of duty on each day for which the employee's attendance at Court is required.

**Effective December 7, 2008**

**29.03** Notwithstanding the provisions of sections 18.13 to 18.15 inclusive, when an employee assigned to work an off-normal tour of duty is validly ordered to attend jury duty or is subpoenaed as a witness, the Company shall, if the employee so requests, change the employee's tour to a day tour of duty on each day for which the employee's attendance at Court is required.

**29.04** When, before leaving work on the last day of work

preceding his vacation, an employee is validly ordered to attend jury duty, and the time stipulated for attendance at Court falls within the time scheduled for the employee's vacation, the Company, if the employee so requests, shall re-schedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

**29.05** When a day scheduled for compensating time off under Article 18, falls on a day for which an employee's attendance at Court is required for jury duty, or as a subpoenaed witness, the Company shall re-schedule the compensating time off after the completion of his Court duties.

### **ARTICLE 30 – BEREAVEMENT LEAVE**

**30.01** An employee shall be granted, in the event of the death of his spouse, common-law partner, son or daughter, bereavement leave with pay from any of his scheduled tours of duty that occur during the five days immediately following the day of death.

**30.02** An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, father or mother of common-law partner, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay, from his scheduled tours of duty for any necessary period not exceeding three days.

**30.03** The Company may extend the periods of bereavement leave with pay provided for in sections 30.01 and 30.02 to one week when it is necessary for the employee to leave the city in which he is employed.

## **ARTICLE 31 – LEAVE FOR EMPLOYEES WITH FAMILY RESPONSIBILITIES**

### **Maternity Leave**

**31.01** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a maternity leave without pay of up to seventeen (17) weeks, which leave may begin not earlier than eleven (11) weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks from the date of commencement of the leave of absence.

### **Parental Leave**

**31.02** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a parental leave without pay as follows:

(a) where an employee has or will have the actual care and custody of a new-born child, the employee shall be granted a leave of up to thirty-seven (37) weeks in the fifty-two (52) week period beginning on the day on

which the child is born or the day on which the child comes into the employee's care; and

(b) where an employee is adopting a child, the employee shall be granted a leave of up to thirty-seven (37) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

**31.03** For an employee eligible to a leave as provided under subsection 31.02 (b), a supplementary adoption leave without pay of up to seventeen (17) weeks is available and shall be granted upon request. This leave may begin not earlier than eleven (11) weeks prior to the estimated date on which the child is to come into the employee's care and end within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

#### **General**

**31.04** The employee shall complete and submit to the Company a written application, with documentation as required by the Company, for leave without pay under this Article at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence such leave. Where circumstances preclude submission of the application four (4) weeks before commencement of the leave, the leave will not be unreasonably denied.

**31.05** An employee who applies for a leave without pay

under this Article but whose application is not in every respect in accordance with the conditions provided in sections 31.01, 31.02, 31.03 and 31.04, as applicable, may, at the discretion of, and under such circumstances as may be prescribed by the Company, be granted a leave of absence, but such leave will not carry a guarantee of re-engagement.

**31.06** An employee who wishes to resume employment on expiration of a leave granted pursuant to sections 31.01, 31.02 or 31.03 shall be reinstated in the position occupied by the employee at the time such leave commenced. In the event such position no longer exists the employee will be placed in a comparable position, with not less than the same wages and benefits. However, to be entitled to re-engagement, an employee must present himself (herself) for re-engagement in the Company on the first working day following the expiry of the leave, or (where applicable) the first working day following the expiry of the leave plus the number of the days between the estimated date of confinement and the actual date of confinement if the latter is later, and provide medical certification of that date.

**31.07** Provided an employee reports for work and resumes employment as provided under section 31.06, the employee will be credited with seniority for the period of the leave(s).

#### **Supplemental Allowance Plan**

**31.08** A Regular employee who has been granted a



maternity leave under section 31.01 or a parental leave under section 31.02 and provides the Company with proof of application and eligibility to receive employment insurance benefits, shall be paid a Supplemental Allowance in accordance with the provisions of sections 31.09, 31.10, 31.11 and 31.12.

**31.09** To be eligible, the employee shall sign an agreement with the Company providing

(a) to return to work and remain in the Company's employ for a period of at least six (6) months after such return to work,

(b) to return to work on the date of the expiry of maternity leave provided under section 31.01 or parental leave provided under section 31.02, and

(c) that the employee recognizes indebtedness to the Company for the amount received as a Supplemental Allowance should the conditions provided in subsections 31.09 (a) and (b) not be satisfied.

**31.10** In respect of the period of maternity leave granted under section 31.01, payments made according to the Supplemental Allowance Plan will consist of the following:

(a) for the first two weeks, nil payment;

(b) for up to the next fifteen (15) weeks, payments as provided in Attachment F.

**31.11** In respect of the period of parental leave granted under section 31.02, payments as provided in Attachment F according to the Supplemental Allowance Plan will be made for up to ten (10) weeks.

**31.12** In the event that legislation is enacted that provides additional employment insurance (other than increases in the maximum standard benefits) or any other payment of salary during the period an employee is receiving the Supplemental Allowance provided in section 31.10 or 31.11, the amount that the employee is entitled to receive as provided in Attachment F shall be decreased by the amount the employee is entitled to receive as a result of such additional employment insurance or other payment.

#### **Absence Due to Family Emergency**

**31.13** It is recognized that family emergencies occur which necessitate an employee's absence. The Company will attempt to minimize the financial impact of such absences by the granting of paid time owing to the employee. It is understood that time off for family emergencies is to attend to immediate responsibilities and the employee will make every reasonable effort to return to work as soon as possible.

***Effective until December 31, 2008***

**ARTICLE 32 – EMPLOYMENT EQUITY**

**32.01** (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

(b) The Company and the Union agree that this Article shall be applied in a manner consistent with their respective obligations as set out in this Collective Agreement.

**32.02** (a) To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that notwithstanding the provisions of subsection 24.02 (b), the Company may, in each twelve (12) month period, starting January 1 of each year, fill up to two (2) job openings in each district of the Company, for the purpose of Employment Equity, subject to paragraph (i) in lieu of granting a 912B application.

(i) Except as otherwise provided in

subsection 32.02 (a) (ii), such job openings shall be filled in the order provided in subsections 24.02 (b) (i) first by a 912B applicant requesting reclassification from Part-Time to Full-Time status who is part of the four designated groups namely women, aboriginal peoples, person with disabilities and visible minorities then paragraphs (iii), (iv) and (v) and in accordance with the provisions of subsection 24.02 (d).

- (ii) In each province, for every two (2) job openings filled for the purpose of Employment Equity by way of granting a 912D application, the Company may fill one job opening by hiring, in a Regular Full-Time employee status, a person with a disability, a woman, an aboriginal person, or a person who, because of race or colour, is in a visible minority, provided that there is no qualified 912D or clerical employee applicant for that job.

The number of job openings to be filled under section 32.02 shall never exceed two (2) per district per year, as provided in subsection 32.02 (a).

- (b) The Company shall inform the local Steward,

on a form to be supplied by the Company, of any job opening so filled.

**32.03** Notwithstanding the provisions of section 14.10, a Union grievance may be submitted in accordance with section 14.09 relating to the interpretation, application, administration or alleged violation:

(a) of section 32.01 involving the case of a Company employee wishing to return to the bargaining unit as provided in Company practices, as they exist at the date of signing of this Agreement, following a placement into another bargaining unit for reasons of health or disability, or

(b) of section 32.02.

### **ARTICLE 33 – BARGAINING PROCEDURE**

**33.01** All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized Bargaining Representatives of the Union on the one hand and the designated Bargaining Representatives of the Company on the other.

The number of employees of the Company to be authorized as Bargaining Representatives of the Union shall not exceed six.

**33.02** No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is put in writing and signed by the authorized Bargaining Representatives of the Union and by the designated Bargaining Representatives of the Company and an agreement so signed shall take effect as and from the effective date specified therein.

**33.03** The Company agrees that it will bear all costs for simultaneous translation during consultative and bargaining meetings but in the latter case only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later, at which time said expenses shall be borne by the parties in equal shares.

#### **ARTICLE 34 – COST OF LIVING ALLOWANCE**

**34.01** (a) For Wage Schedules 1 and 3, if the June 2007 Consumer Price Index (C.P.I.) exceeds the C.P.I. for June 2006 by more than 2.0%, then all basic rates of pay in effect at August 31, 2007 will be increased effective September 1, 2007 by a percentage figure equal to the difference between:

(i) the percentage by which the June 2007 C.P.I. exceeds the June 2006 C.P.I.

and

(ii) 2.0%

to a maximum of 1.0% of basic rates of pay.

(b) For Wage Schedule 2, if the June 2007 Consumer Price Index (C.P.I.) exceeds the C.P.I. for June 2006, then all basic rates of pay in effect at August 31, 2007 will be increased effective September 1, 2007 by a percentage figure equal to the difference between the percentage by which the June 2007 C.P.I. exceeds the June 2006 C.P.I. to a maximum of 1.0% of basic rates of pay.

**34.02** The Consumer Price Index used for the formula in sections 34.01 and 34.02 shall be the C.P.I. – Canada All Items (1992 = 100) as published by Statistics Canada or any successor department or agency.

**34.03** Should the Consumer Price Index be amended or discontinued prior to January 2007, the parties agree to consult to determine a means by which rates of pay will be increased effective September 1, 2007, consistent with the formulas in section 34.01.

## **ARTICLE 35 – DURATION**

**35.01** This Agreement shall become effective on the date of ratification except as otherwise provided and, shall remain in full force and effect up to and including November 30<sup>th</sup>, 2012.

**35.02** Either party to this Agreement may, by written notice given to the other party at least 30 days but not more than 90 days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

**35.03** Notice shall be sufficient with respect to the Union if addressed to Communications, Energy and Paperworkers Union of Canada, 301 Laurier Avenue West, Ottawa, Ontario K1P 6M6, and with respect to the Company if addressed to the Secretary of the Company at 1000 de la Gauchetière West, Room 3700, Montreal, Quebec H3B 4Y7.



### **WITNESS CLAUSE**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 5<sup>th</sup> day of June 2008.

**Communications,  
Energy and  
Paperworkers  
Union of Canada**

Richard Chaumont  
Sean Howes  
Mike Douse  
René Jean  
Alain Ouellette  
Alain Paradis  
Kevin Richmond  
Mike Smith

**Bell Canada**

Raynald Wilson  
Marc Bouvier  
Nick G. De Nobile  
Steve Desgagné  
Dominique Ricard

## **ATTACHMENT A**

### **Index of Wage Scheduling By Occupations**

<b><u>Title</u></b>	<b><u>Schedule</u></b>
Apprentice Technician	1
Business Technician I	1
Business Technician II	2
Cable Repair Technician	1
Central Office Technician I	1
Central Office Technician II	2
Central Office Technician III	2
Combination Technician	1
Craft Technician	1
Hazardous Material Coordinator	3
Installation–Repair Technician II	2
Network Technician II	2

## **ATTACHMENT B**

### **LIST OF HEADQUARTERS**

Barrie	Hamilton
Belleville (Trenton)	Hull
Beloeil	
Bracebridge	Joliette
Brampton	
Brantford	Kingston
Buckingham	Kitchener (Cambridge)
Carleton Place	Lachute
Chambly	Leamington
Chateauguay	Le Gardeur
Coaticook	Lindsay
Cobourg (Port Hope)	London
Collingwood	
Cowansville	Magog
	Marieville
Drummondville	Markham
	Metcalf
Fort Erie	Milton
	Montréal
Georgetown	
Granby	Newmarket
Guelph	Niagara Falls

## **ATTACHMENT B**

### **LIST OF HEADQUARTERS**

Oakville (Bronte, Clarkson)	St-Jovite
Orillia	Ste-Rose (Ste-Thérèse)
Oshawa	St-Thomas
Ottawa	Shawinigan (Grand'Mère)
	Sherbrooke
Peterborough	Sorel
	Stratford
Quebec	Streetsville
Richmond	Terrebonne
Richmond Hill	Tillsonburg
	Toronto
Ste-Agathe	Trois-Rivières
Ste-Anne-de-Bellevue (Dorion)	
Ste-Anne-des-Plaines	Valleyfield
St-Bruno	Varenes
St. Catharines	Verchères
St-Eustache	
St-Hyacinthe	Welland (Port Colborne)
St-Jean	Windsor
St-Jérôme	Woodstock

## **ATTACHMENT C**

### **WAGE SCHEDULE 1**

#### **Class IA Occupations**

Craft Technician

#### **Class I Occupations**

Business Technician I

Cable Repair Technician

Central Office Technician I

Combination Technician

Apprentice Technician

### **WAGE SCHEDULE 2**

#### **Class II Occupations**

Business Technician II

Central Office Technician II

Installation–Repair Technician II

Network Technician II

#### **Class III Occupations**

Central Office Technician III

### **WAGE SCHEDULE 3**

Hazardous Material Coordinator

# ATTACHMENT C

## Craft and Services Employees – Class I

### WAGE SCHEDULE 1

#### Weekly and Hourly Rates

Step	May 30, 2008 (1.50%)		December 7, 2008 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$632.58	\$16.87	\$688.25	\$17.21
2	\$677.97	\$18.08	\$737.63	\$18.44
3	\$750.11	\$20.00	\$816.12	\$20.40
4	\$795.42	\$21.21	\$865.42	\$21.64
5	\$844.48	\$22.52	\$918.80	\$22.97
6	\$917.31	\$24.46	\$998.03	\$24.95
7	\$966.78	\$25.78	\$1,051.86	\$26.30
8	\$1,030.49	\$27.48	\$1,121.18	\$28.03
9	\$1,084.80	\$28.93	\$1,180.27	\$29.51
10	\$1,186.13	\$31.63	\$1,290.51	\$32.26
11	\$1,244.43	\$33.18	\$1,353.94	\$33.85

# ATTACHMENT C

## Craft and Services Employees – Class I

### WAGE SCHEDULE 1

#### Weekly and Hourly Rates

Step	December 1, 2009 (2.00%)		December 1, 2010 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$702.02	\$17.55	\$716.06	\$17.90
2	\$752.38	\$18.81	\$767.43	\$19.19
3	\$832.44	\$20.81	\$849.09	\$21.23
4	\$882.72	\$22.07	\$900.38	\$22.51
5	\$937.17	\$23.43	\$955.91	\$23.90
6	\$1,017.99	\$25.45	\$1,038.35	\$25.96
7	\$1,072.89	\$26.82	\$1,094.35	\$27.36
8	\$1,143.60	\$28.59	\$1,166.47	\$29.16
9	\$1,203.87	\$30.10	\$1,227.95	\$30.70
10	\$1,316.32	\$32.91	\$1,342.65	\$33.57
11	\$1,381.02	\$34.53	\$1,408.64	\$35.22

# ATTACHMENT C

## Craft and Services Employees – Class I

### WAGE SCHEDULE 1

#### Weekly and Hourly Rates

Step	December 1, 2011 (2.00%)	
	Weekly Rates	Hourly Rates
1	\$730.38	\$18.26
2	\$782.78	\$19.57
3	\$866.07	\$21.65
4	\$918.39	\$22.96
5	\$975.03	\$24.38
6	\$1,059.12	\$26.48
7	\$1,116.24	\$27.91
8	\$1,189.80	\$29.75
9	\$1,252.51	\$31.31
10	\$1,369.50	\$34.24
11	\$1,436.81	\$35.92



# ATTACHMENT C

## Craft and Services Employees – Class IA

### WAGE SCHEDULE 1

#### Weekly and Hourly Rates

Step	May 30, 2008 (1.50%)		December 7, 2008 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$632.58	\$16.87	\$688.25	\$17.21
2	\$677.97	\$18.08	\$737.63	\$18.44
3	\$750.13	\$20.00	\$816.14	\$20.40
4	\$795.42	\$21.21	\$865.42	\$21.64
5	\$844.48	\$22.52	\$918.80	\$22.97
6	\$917.31	\$24.46	\$998.03	\$24.95
7	\$966.78	\$25.78	\$1,051.86	\$26.30
8	\$1,035.38	\$27.61	\$1,126.49	\$28.16
9	\$1,092.10	\$29.12	\$1,188.20	\$29.71
10	\$1,195.83	\$31.89	\$1,301.07	\$32.53
11	\$1,256.59	\$33.51	\$1,367.17	\$34.18

**ATTACHMENT C**

**Craft and Services Employees – Class IA**

**WAGE SCHEDULE 1**

**Weekly and Hourly Rates**

Step	December 1, 2009 (2.00%)		December 1, 2010 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$702.02	\$17.55	\$716.06	\$17.90
2	\$752.38	\$18.81	\$767.43	\$19.19
3	\$832.46	\$20.81	\$849.11	\$21.23
4	\$882.72	\$22.07	\$900.38	\$22.51
5	\$937.17	\$23.43	\$955.91	\$23.90
6	\$1,017.99	\$25.45	\$1,038.35	\$25.96
7	\$1,072.89	\$26.82	\$1,094.35	\$27.36
8	\$1,149.02	\$28.73	\$1,172.00	\$29.30
9	\$1,211.97	\$30.30	\$1,236.20	\$30.91
10	\$1,327.09	\$33.18	\$1,353.63	\$33.84
11	\$1,394.52	\$34.86	\$1,422.41	\$35.56

**ATTACHMENT C**

**Craft and Services Employees – Class IA**

**WAGE SCHEDULE 1**

**Weekly and Hourly Rates**

Step	December 1, 2011 (2.00%)	
	Weekly Rates	Hourly Rates
1	\$730.38	\$18.26
2	\$782.78	\$19.57
3	\$866.09	\$21.65
4	\$918.39	\$22.96
5	\$975.03	\$24.38
6	\$1,059.12	\$26.48
7	\$1,116.24	\$27.91
8	\$1,195.44	\$29.89
9	\$1,260.93	\$31.52
10	\$1,380.70	\$34.52
11	\$1,450.85	\$36.27

# ATTACHMENT C

## Craft and Services Employees – Class II & III

### WAGE SCHEDULE 2

#### Weekly and Hourly Rates

Step	May 30, 2008 (1.50%)		December 7, 2008 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$567.45	\$15.13	\$617.39	\$15.43
2	\$608.16	\$16.22	\$661.68	\$16.54
3	\$672.88	\$17.94	\$732.09	\$18.30
4	\$713.55	\$19.03	\$776.34	\$19.41
5	\$757.55	\$20.20	\$824.21	\$20.61
6	\$822.87	\$21.94	\$895.28	\$22.38
7	\$867.25	\$23.13	\$943.56	\$23.59
* 8	\$924.41	\$24.65	\$1,005.76	\$25.14
9	\$973.13	\$25.95	\$1,058.77	\$26.47
10	\$1,064.00	\$28.37	\$1,157.64	\$28.94

**Maximum Rate:**

\* Class III

# ATTACHMENT C

## Craft and Services Employees – Class II & III

### WAGE SCHEDULE 2

#### Weekly and Hourly Rates

Step	December 1, 2009 (2.00%)		December 1, 2010 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$629.73	\$15.74	\$642.33	\$16.06
2	\$674.91	\$16.87	\$688.41	\$17.21
3	\$746.73	\$18.67	\$761.67	\$19.04
4	\$791.87	\$19.80	\$807.70	\$20.19
5	\$840.69	\$21.02	\$857.51	\$21.44
6	\$913.18	\$22.83	\$931.45	\$23.29
7	\$962.44	\$24.06	\$981.68	\$24.54
* 8	\$1,025.87	\$25.65	\$1,046.39	\$26.16
9	\$1,079.94	\$27.00	\$1,101.54	\$27.54
10	\$1,180.79	\$29.52	\$1,204.40	\$30.11

**Maximum Rate:**

\* Class III

# ATTACHMENT C

## Craft and Services Employees – Class II & III

### WAGE SCHEDULE 2

#### Weekly and Hourly Rates

Step	December 1, 2011 (2.00%)	
	Weekly Rates	Hourly Rates
1	\$655.18	\$16.38
2	\$702.18	\$17.55
3	\$776.90	\$19.42
4	\$823.86	\$20.60
5	\$874.66	\$21.87
6	\$950.08	\$23.75
7	\$1,001.32	\$25.03
* 8	\$1,067.32	\$26.68
9	\$1,123.57	\$28.09
10	\$1,228.49	\$30.71

**Maximum Rate:**

\* Class III

# ATTACHMENT C

## Craft and Services Employees

### WAGE SCHEDULE 3

#### Weekly and Hourly Rates

Step	May 30, 2008 (1.50%)		December 7, 2008 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$570.02	\$15.20	\$620.19	\$15.50
2	\$604.49	\$16.12	\$657.69	\$16.44
3	\$676.18	\$18.03	\$735.69	\$18.39
4	\$719.86	\$19.20	\$783.21	\$19.58
5	\$795.51	\$21.21	\$865.51	\$21.64
6	\$860.45	\$22.95	\$936.17	\$23.40
7	\$879.06	\$23.44	\$956.42	\$23.91
8	\$913.84	\$24.37	\$994.26	\$24.86
9	\$961.20	\$25.63	\$1,045.78	\$26.14
10	\$1,011.90	\$26.98	\$1,100.94	\$27.52
*11	\$1,120.93	\$29.89	\$1,219.57	\$30.49

#### Maximum Rate:

\* Hazardous Material Coordinator

# ATTACHMENT C

## Craft and Services Employees

### WAGE SCHEDULE 3

#### Weekly and Hourly Rates

Step	December 1, 2009 (2.00%)		December 1, 2010 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$632.59	\$15.81	\$645.24	\$16.13
2	\$670.84	\$16.77	\$684.26	\$17.11
3	\$750.40	\$18.76	\$765.41	\$19.14
4	\$798.87	\$19.97	\$814.85	\$20.37
5	\$882.83	\$22.07	\$900.48	\$22.51
6	\$954.89	\$23.87	\$973.99	\$24.35
7	\$975.55	\$24.39	\$995.06	\$24.88
8	\$1,014.15	\$25.35	\$1,034.43	\$25.86
9	\$1,066.70	\$26.67	\$1,088.03	\$27.20
10	\$1,122.96	\$28.07	\$1,145.42	\$28.64
*11	\$1,243.96	\$31.10	\$1,268.84	\$31.72

#### Maximum Rate:

\* Hazardous Material Coordinator



# ATTACHMENT C

## Craft and Services Employees

### WAGE SCHEDULE 3

#### Weekly and Hourly Rates

Step	December 1, 2011 (2.00%)	
	Weekly Rates	Hourly Rates
1	\$658.15	\$16.45
2	\$697.94	\$17.45
3	\$780.72	\$19.52
4	\$831.15	\$20.78
5	\$918.49	\$22.96
6	\$993.47	\$24.84
7	\$1,014.96	\$25.37
8	\$1,055.12	\$26.38
9	\$1,109.79	\$27.74
10	\$1,168.33	\$29.21
*11	\$1,294.22	\$32.36

#### Maximum Rate:

\* Hazardous Material Coordinator

## ATTACHMENT D

### FAMILIES

#### WAGE SCHEDULES

##### 1. Installation & Repair

- 1 \* Business Technician I
- 2 Business Technician II
- 1 Combination Technician
- 2 Installation-Repair Technician II
- 2 Network Technician II
- 1 Apprentice Technician

##### 2. Central Office

- 1 \* Central Office Technician I
- 2 Central Office Technician II
- 2 Central Office Technician III
- 1 Combination Technician
- 1 Craft Technician
- 2 Network Technician II
- 1 Apprentice Technician

**Notes:** \* Functional Preferences

#### **Business Technician I**

- (i) Voice
- (ii) Data
- (iii) Radio/Video
- (iv) High-Tech Specialist

#### WAGE SCHEDULES

##### 3. Cable Repair

- 1 Cable Repair Technician

##### 4. Miscellaneous

- 3 Hazardous Material Coordinator

#### **Central Office Technician I**

- (i) Switch Maintenance
- (ii) Transport Network Maintenance
- (iii) Data
- (iv) Radio/Video
- (v) High-Tech Specialist

**Effective until December 31, 2008**

**ATTACHMENT E**

**NORMAL SERVICING TERRITORIES (NST)**

**ONTARIO**

1. Windsor, Leamington, Sarnia, Chatham
2. London, St-Thomas, Strathroy
3. Brantford, Simcoe, Tillsonburg, Woodstock
4. Kitchener (Cambridge), Guelph, Orangeville
5. Owen Sound, Walkerton
6. Stratford, Exeter, Clinton, Goderich, Listowel, Wingham, Mount Forest
7. Arnprior, Carleton Place, Smiths Falls
8. Ottawa, Metcalfe, Rockland
9. Cornwall, Winchester, Hawkesbury
10. Kingston, Brockville, Madoc, Belleville (Trenton), Bancroft

**QUÉBEC**

1. Montréal (excluding South-Shore and North)\*, Le Gardeur, Ste-Anne-de-Bellevue (Dorion)
2. Montréal (North-Shore)\*, Terrebonne, Ste-Rose (Ste-Thérèse), St-Eustache, Joliette, Ste-Anne-des-Plaines
3. St-Jérôme, Lachute, Ste-Agathe, St-Jovite
4. Hull, Buckingham, Gracefield, Maniwaki
5. Montréal, (South Shore)\* Châteauguay, Valleyfield, Ormstown
6. Sorel, Verchères, Varennes, St-Bruno, Chambly, Beloeil, Marieville
7. St-Jean, St-Hyacinthe, Granby, Cowansville
8. Sherbrooke, Thetford Mines, Mégantic, Coaticook, Magog, Asbestos, Richmond
9. Québec
10. Trois-Rivières, Shawinigan (Grand'Mère)

\* Boundaries do not coincide with HQ as shown in Attachment B of the collective agreement

**Effective until December 31, 2008**

**ATTACHMENT E**

**NORMAL SERVICING TERRITORIES (NST)**

**ONTARIO**

11. Barry's Bay, Deep River,  
Renfrew, Pembroke,  
Eganville
12. Barrie, Midland,  
Collingwood, Orillia
13. Peterborough, Lindsay,  
Haliburton
14. Parry Sound, Bracebridge,  
Port Carling, Huntsville,  
Sundridge, Burk's Falls
15. North Bay, Sturgeon Falls
16. Sault Ste Marie, Thessalon,  
Wawa, Chapleau, Blind River
17. Sudbury, Little Current,  
Espanola, Elliot Lake
18. Kirkland Lake
19. Thunder Bay, Nipigon
20. Marathon, Schreiber,  
Manitouwadge
21. Big Trout Lake
22. Dryden, Ignace, Red Lake,  
Sioux Lookout, Ear Falls

**QUÉBEC**

11. Drummondville, Victoriaville
12. Chicoutimi (Arvida,  
Jonquière), Alma
13. St-Félicien, Roberval,  
Dolbeau
14. La Malbaie, Baie-St-Paul, Les  
Escoumins, Tadoussac
15. La Pocatière, Cabano,  
Rivière-du-Loup, Trois-  
Pistoles, St-Pascal
16. Fermont
17. Kuujuaq
18. Poste-à-la-Baleine

\* Boundaries do not coincide with HQ as shown in Attachment B of the collective agreement

**Effective until December 31, 2008**

**ATTACHMENT E**

**NORMAL SERVICING TERRITORIES (NST)**

**ONTARIO**

**QUÉBEC**

- 23. Fort Frances, Rainy  
River, Atikokan
- 24. Kapuskasing,  
Geraldton
- 25. Kenora
- 26. Milton, Oakville  
(Bronte, Clarkson),  
Brampton, Streetsville,  
Georgetown, Toronto  
(Mississauga, Malton,  
Woodbridge)\*
- 27. Hamilton, St.  
Catharines, Fort-Erie,  
Welland (Port-  
Colborne), Niagara  
Falls
- 28. Richmond Hill,  
Markham, Newmarket
- 29. Cobourg (Port Hope),  
Oshawa
- 30. 416 West (excluding  
Mississauga, Malton,  
Woodbridge)\*
- 31. 416 Core\*
- 32. 416 East\*

\* Boundaries do not coincide with HQ as shown in Attachment B of the  
collective agreement

## **ATTACHMENT F**

### **SUPPLEMENTAL ALLOWANCE PLAN**

#### **CRAFT AND SERVICES – SCHEDULE**

<b>* WEEKLY BASIC RATE OF PAY</b>			<b>Supplemental</b>
<b><u>FULL-TIME EMPLOYEES</u></b>			<b>Allowance</b>
			<b><u>WEEKLY PAYMENT</u></b>
	\$		\$
00.01	–	10.00	1.80
10.01	–	20.00	3.60
20.01	–	30.00	5.40
30.01	–	40.00	7.20
40.01	–	50.00	9.00
50.01	–	60.00	10.80
60.01	–	70.00	12.60
70.01	–	80.00	14.40
80.01	–	90.00	16.20
90.01	–	100.00	18.00
100.01	–	110.00	19.80
110.01	–	120.00	21.60
120.01	–	130.00	23.40
130.01	–	140.00	25.20
140.01	–	150.00	27.00
150.01	–	160.00	28.80
160.01	–	170.00	30.60
170.01	–	180.00	32.40

Note : \* Average Weekly Basic Rate of Pay For Part-Time Employees.

## **ATTACHMENT F**

### **SUPPLEMENTAL ALLOWANCE PLAN**

#### **CRAFT AND SERVICES – SCHEDULE**

<b>* WEEKLY BASIC RATE OF PAY</b>			<b>Supplemental</b>
<b><u>FULL-TIME EMPLOYEES</u></b>			<b>Allowance</b>
			<b><u>WEEKLY PAYMENT</u></b>
	\$		\$
180.01	–	190.00	34.20
190.01	–	200.00	36.00
200.01	–	210.00	37.80
210.01	–	220.00	39.60
220.01	–	230.00	41.40
230.01	–	240.00	43.20
240.01	–	250.00	45.00
250.01	–	260.00	46.80
260.01	–	270.00	48.60
270.01	–	280.00	50.40
280.01	–	290.00	52.20
290.01	–	300.00	54.00
300.01	–	310.00	55.80
310.01	–	320.00	57.60
320.01	–	330.00	59.40
330.01	–	340.00	61.20
340.01	–	350.00	63.00
350.01	–	360.00	64.80

Note : \* Average Weekly Basic Rate of Pay For Part-Time Employees.

## **ATTACHMENT F**

### **SUPPLEMENTAL ALLOWANCE PLAN**

#### **CRAFT AND SERVICES – SCHEDULE**

<b>* WEEKLY BASIC RATE OF PAY</b>			<b>Supplemental</b>
<b><u>FULL-TIME EMPLOYEES</u></b>			<b>Allowance</b>
			<b><u>WEEKLY PAYMENT</u></b>
	\$		\$
360.01	–	370.00	66.60
370.01	–	380.00	68.40
380.01	–	390.00	70.20
390.01	–	400.00	72.00
400.01	–	410.00	73.80
410.01	–	420.00	75.60
420.01	–	430.00	77.40
430.01	–	440.00	79.20
440.01	–	450.00	81.00
450.01	–	460.00	82.80
460.01	–	470.00	84.60
470.01	–	480.00	86.40
480.01	–	490.00	88.20
490.01	–	500.00	90.00
500.01	–	510.00	91.80
510.01	–	520.00	93.60
520.01	–	530.00	95.40
530.01	–	540.00	97.20

Note : \* Average Weekly Basic Rate of Pay For Part-Time Employees.



## ATTACHMENT F

### SUPPLEMENTAL ALLOWANCE PLAN

### CRAFT AND SERVICES – SCHEDULE

<b>* WEEKLY BASIC RATE OF PAY FULL-TIME EMPLOYEES</b>		<b>Supplemental Allowance WEEKLY PAYMENT</b>
	\$	\$
540.01	– 550.00	99.00
550.01	– 560.00	100.80
560.01	– 570.00	102.60
570.01	– 580.00	104.40
580.01	– 590.00	106.20
590.01	– 600.00	108.00
600.01	– 610.00	109.80
610.01	– 620.00	111.60
620.01	– 630.00	113.40
630.01	– 640.00	115.20
640.01	– 650.00	117.00
650.01	– 660.00	118.80
660.01	– 670.00	120.60
670.01	– 680.00	122.40
680.01	– 690.00	124.20
690.01	– 700.00	126.00
700.01	– 710.00	127.80
710.01	– 720.00	129.60

Note : \* Average Weekly Basic Rate of Pay For Part-Time Employees.

## **ATTACHMENT F**

### **SUPPLEMENTAL ALLOWANCE PLAN**

#### **CRAFT AND SERVICES – SCHEDULE**

<b>* WEEKLY BASIC RATE OF PAY</b>			<b>Supplemental</b>
<b><u>FULL-TIME EMPLOYEES</u></b>			<b>Allowance</b>
			<b><u>WEEKLY PAYMENT</u></b>
	\$		\$
720.01	–	730.00	131.40
730.01	–	740.00	133.20
740.01	–	750.00	137.85
750.01	–	760.00	145.35
760.01	–	770.00	152.85
770.01	–	780.00	160.35
780.01	–	790.00	167.85
790.01	–	800.00	175.35
800.01	–	810.00	182.85
810.01	–	820.00	190.35
820.01	–	830.00	197.85
830.01	–	840.00	205.35
840.01	–	850.00	212.85
850.01	–	860.00	220.35
860.01	–	870.00	227.85
870.01	–	880.00	235.35
880.01	–	890.00	242.85
890.01	–	900.00	250.35
900.01	–	910.00	257.85

Note : \* Average Weekly Basic Rate of Pay For Part-Time Employees.

## **ATTACHMENT F**

### **SUPPLEMENTAL ALLOWANCE PLAN**

#### **CRAFT AND SERVICES – SCHEDULE**

<b>* WEEKLY BASIC RATE OF PAY FULL-TIME EMPLOYEES</b>			<b>Supplemental Allowance WEEKLY PAYMENT</b>
	\$		\$
910.01	–	920.00	265.35
920.01	–	930.00	272.85
930.01	–	940.00	280.35
940.01	–	950.00	287.85
950.01	–	960.00	295.35
960.01	–	970.00	302.85
970.01	–	980.00	310.35
980.01	–	990.00	317.85
990.01	–	1000.00	325.35
1000.01	–	1010.00	332.85
1010.01	–	1020.00	340.35
1020.01	–	1030.00	347.85
1030.01	–	1040.00	355.35
1040.01	–	1050.00	362.85
1050.01	–	1060.00	370.35
1060.01	–	1070.00	377.85
1070.01	–	1080.00	385.35
1080.01	–	1090.00	392.85
1090.01	–	1100.00	400.35

Note : \* Average Weekly Basic Rate of Pay For Part-Time Employees.

**ATTACHMENT G**

**SUMMER PERIOD**  
**(Article 21)**

<b><u>YEAR</u></b>	<b><u>START</u></b>	<b><u>END</u></b>
2008	June 8, 2008	September 20, 2008
2009	June 7, 2009	September 26, 2009
2010	June 6, 2010	September 25, 2010
2011	June 5, 2011	September 24, 2011
2012	June 10, 2012	September 22, 2012

**VISUAL DISPLAY TERMINAL**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

1. The parties agree that any Regular Full-Time or Regular Part-Time employee who is pregnant, who is regularly scheduled to work at a visual display terminal (V.D.T.) and who does not wish to work at a V.D.T. during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following two options:
  - A) Receive a leave of absence without pay to cover the period prior to which she is or would be entitled to a maternity leave of absence pursuant to Article 31 of the Collective Agreement between the parties dated May 15, 1999 hereinafter designated as the Collective Agreement, or

- B) be assigned other work in the bargaining unit.

Unpaid Leave of Absence

- 2. A) In order to be eligible to receive the leave of absence referred to in paragraph 1 A) the employee must complete and submit an application, with acceptable documentation certifying the pregnancy, and specifying the estimated date of delivery. The Company agrees that every effort will be made to expedite the granting of the leave of absence and in any case, the implementation of such a leave of absence will not be delayed for more than five days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.
  - B) An employee who is on a leave of absence referred to in paragraph 1 A) and whose pregnancy is terminated shall be reinstated in the position occupied by her at the time such leave commenced, or in the position occupied by her at the time she first exercised an option under paragraph 1, whichever is the earlier. Such reinstatement shall be made within five days of a request by the employee.
- 3. In addition to paragraph 2, employees who are eligible to, and wish to apply for, a maternity leave of

absence pursuant to Article 31 of the Collective Agreement must do so in accordance with the provisions of that Article. (This means that an employee must make the application required in Article 31 of the Collective Agreement at the appropriate time during the leave of absence referred to in paragraph 1 A).

#### Other Work Assignment

4. Employees who elect option B) shall be assigned other work in the bargaining unit in the following manner and sequence:
  - First, to an existing job, at a comparable wage level in her own reporting centre which does not require the employee to work with a V.D.T.
  - Second, to an existing job, at a comparable wage level at any other work location within the Headquarters which does not require the employee to work with a V.D.T.
  - Third, to an existing job at a comparable wage level at any other work location which does not require the employee to work with a V.D.T.
  - Fourth, to an existing job, at a lower wage level at any work location. In such a case, the employee shall assume the rate of the job for the period of the reassignment.

For the purpose of assigning other work in the bargaining unit as outlined above, the employee being reassigned and any employee affected by that reassignment shall not be able to exercise their seniority rights to prevent the reassignment of the pregnant employee. Where it becomes necessary to displace an employee who is not pregnant, the Company agrees to seek volunteers in the affected location. But where there are no such volunteers, the junior employee on a non-V.D.T. job in the affected location will be so displaced. The volunteer, or the junior employee so displaced will, notwithstanding any provision of the Collective Agreement, have priority over the normal job filling procedures to return to the location from which she was moved.

If, after following the sequence referred to above, an employee cannot be reassigned she may elect option A).

5. An employee who elects option B) shall be offered other work in the bargaining unit within five working days of her election. Her status of Full-Time or Part-Time shall be maintained.
6. An employee who elects option B) and who is assigned to another job



- A) foregoes her right for the duration of the temporary assignment to the provisions of section 17.03 and Articles 22 and 23 of the Collective Agreement, and
- B) shall choose her vacation in her former work location as if she still occupied her former position in that location.

If, however, while on the reassigned position, the employee is obliged by the Company to report to other work locations, she will retain her right to Articles 22 and 23 for such reporting assignments. In such cases, the "reporting centre" shall be considered to be the temporarily reassigned reporting centre.

- 7. The provisions of Article 16 (Technological Change) of the Collective Agreement shall not be applied to an employee who has elected option B) and has been moved to another reporting centre where the Technological Change occurs at the reporting centre to which the employee has been temporarily assigned. They will apply, however, where the Technological Change occurs at the reporting centre from which she has been temporarily assigned.
- 8. An employee who elects option B) and who is assigned to a new position and who is unwilling to commence or to continue work in her new position, may then elect either to stay in her original position

or to exercise option A). If she elects option A) before reporting to her new position, she will stay in her original position until option A) takes effect.

9. An employee who elects option B) who wishes to resume her employment on expiration of her maternity leave shall be reinstated in the position occupied by her immediately prior to her reassignment rather than the "position occupied by her at the time such leave commenced" as specified in subsection 31.01 (d) of the Collective Agreement.

#### General

10. The parties agree that any contestations concerning the interpretation, administration or operation of this Memorandum shall be resolved by reference to the grievance and arbitration procedures set forth in the Collective Agreement.
11. The Company and the Union shall act in a fair and reasonable manner when carrying out the provisions of this Memorandum.
12. This Memorandum shall replace the Memorandum of Agreement signed on January 29<sup>th</sup> 1996, and shall remain in full force and effect during the term of the Collective Agreement.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**MEMORANDUM OF A AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

**Re: Potential Sale of Business involving the transfer  
of Craft and Services employees**

As reviewed with the union during bargaining for the renewal of the Craft and Services Employees Collective Agreement, the Company does not have any plans regarding a sale of business involving the transfer of Craft and Services employees and specifically will not make any such sale from the date of signing of the Collective Agreement to December 31, 2000.

Article 11 – Force Adjustment provides protection for Regular employees from lay-off in cases where bargaining unit work has been contracted out.

In the case of a sale of business, even inter-jurisdictional, where a portion of Bell Canada is sold as a going concern and which involves the transfer of Craft and Services employees, the Company will include in the terms of the sale the requirement for the purchaser to recognize the CEP as bargaining agent for the transferred employees and the terms of this collective agreement. Where, as a result of the sale of business, Craft and Services employees will be intermingled with the purchaser's employees, the criteria for determining successor rights outlined in the appropriate statute will be used.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**LUMP SUM PAYMENT**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm the following:

1. All Regular employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company as of December 1<sup>st</sup>, 2007 and who occupy a Wage Schedule 1, 2 or 3 occupation on the date of ratification of the Collective Agreement will receive a lump sum payment in accordance with the provisions below

<b>Full Time</b>	<b>Part Time</b>
<b>\$ 500</b>	<b>\$ 400</b>

2. The lump sum payment described in paragraph 1 above is payable on the second pay following the date of signature of the Collective Agreement.
3. Employees on leaves of absence (short term disability, long term disability, child care responsibility leave, parental leave) at the date of payment of the lump sum described in paragraph 1 above will receive their lump sum upon their return to work.
4. The provisions of Article 3 of the Collective Agreement shall apply to this lump sum payment.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**BELL TECHNICAL SOLUTIONS (BTS)**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

Bell Canada, hereinafter designated as the "Company"

and

Communications, Energy and Paperworkers Union of Canada representing Craft and Services employees, hereinafter designated as the "Union".

The parties hereby agree as follows:

1. Entourage Technology Solutions (ETS), now known as Bell Technical Solutions (BTS), will carry out the activities previously performed by the Company and described in the appropriate sections of the 1996



Services Agreement concluded between the Company and ETS.

2. The business and operations of ETS will be independent from those of the Company, and the employees represented by the Union in ETS's bargaining unit will be entirely separate from the employees and bargaining units of the Company.
3. The activities pursued and the work performed by ETS will not be considered to be the work of the bargaining units of the Company.

IN WITNESS WHEREOF, we have signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**EXPERTECH NETWORK INSTALLATION**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

Bell Canada, hereinafter designated as the "Company"

and

Communications, Energy and Paperworkers Union of Canada representing Craft and Services employees, hereinafter designated as the "Union".

The Company having created a subsidiary company hereinafter designated as "Expertech Network Installation", the above parties hereby agree as follows:

1. Expertech Network Installation will be subject to federal jurisdiction for purposes of labour relations.

2. The business and operations of Expertech Network Installation, as set out in Attachment A to this Memorandum, will be independent from those of Bell Canada, and the employees represented by the Union in Expertech Network Installation's bargaining unit will be entirely separate from the employees and bargaining units of Bell Canada.

IN WITNESS WHEREOF, we have signed at Ottawa on this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richad Chaumont

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## **ATTACHMENT A**

The operations of Expertech Network Installation includes the work associated with the installation, splicing, rearrangement, removal and verification (including: testing, systems line up and commissioning) for the following network elements:

- Central office switching equipment, power supply, distribution cabling, racking, protection and similar equipment;
- Remote electronic devices such as DMSU's, RCU's, RLM's and equipment of similar functionality;
- Company and customer premises located electronic devices such as OPS, ATM's DVACS and equipment of similar functionality, including the associated customer premises cable, racking, wiring and power distribution cabling;
- Cable, including copper and FOTS, and the associated racking, hardware and structures plus any necessary multiplex interface equipment;
- Tower, antenna, wave guide, network and associated hardware forming part of a radio transmission facility.

**CERTIFICATION PREMIUM PROGRAM**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

The above parties have agreed as follows:

**General**

In our industry, there are now no barriers and technology is evolving rapidly. As a result, it is critical that all employees continue to develop their qualifications and their competencies. Employees who take the initiative to learn and develop themselves by increasing their skills and knowledge should be recognized.

A Certification Premium is established to recognize regular employees who achieve a recognized external certification on their own time.

### **Selection Criteria for Recognized External Certifications and Eligible Suppliers**

The Certification Premium will apply to recognized external certifications and eligible suppliers who meet specific selection criteria. These criteria will evolve to reflect the progress of technology, products and services necessary to provide the Company's customers with best in class service. An annual review of recognized external certifications and eligible suppliers will be completed by the Company.

- The list of recognized certifications and eligible suppliers as well as the amount of the associated premiums will be posted on the Career Development Center web site.

### **Eligibility and Selection of Employees to Receive the Premium**

- All Regular employees are eligible including those who participate in educational leaves. Employees on any other discretionary leave are not eligible.
- The employee must meet job requirements.
- Participation in the Certification Program must be subject to mutual agreement between the employee and the manager. It is understood that approval to participate will not be unjustifiably withheld.

- The certification must be successfully completed and meet the suppliers' requirements to obtain the Certification Premium.

The result of the Certification Premium Program will be forwarded annually to the national representative of the Union responsible for the bargaining unit.

### **Payments**

The employee who qualifies to receive the Certification Premium will be paid in one lump sum in the quarter following the quarter during which he received a recognized external certification from an eligible supplier. An employee may receive more than one premium per year if he meets all necessary criteria.

### **Premiums over \$5,000**

If the Certification Premium is more than \$5,000, the employee must sign a letter agreeing that he will not accept any job offer from a competitor or a subsidiary of BCE within the 24 months following the date on which he received his payment unless authorized by his business unit. Should the employee refuse to sign such a letter, his Certification Premium will be capped at \$2,000.

Any employee receiving a premium greater than \$5,000 who chooses to resign during that 24 month period, whatever the reason, must repay the Certification Premium on a prorated basis based on the number of months

worked during the 24 month period. The employee authorises the Company to deduct whatever amount is owing from his last pay cheque or any other outstanding amount he may be owed by the Company. Any remaining amount must be reimbursed to the Company within 60 days of his departure.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**TELEWORKING AGREEMENT**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This agreement applies to teleworking within the Craft and Service Employees' bargaining unit. The parties understand that Teleworking, in light of the implementation costs, must result in productivity gains for the Business units involved.

**GENERAL**

Teleworking refers to a work arrangement under which employees work from home. Said employees shall communicate with their usual place of work and perform their work by electronic or other means, from their residence.

The participation in this alternative work arrangement shall be limited to functions which, according to the Company, can be carried out from home.

A list with the last and first names of participants, their employment status, report centre, home address and home telephone number will be transmitted to the appropriate Local Representative.

The Company agrees to assume all costs which it has approved and which are directly related to the equipment, terminals, furniture, and required telephone links, as well as to the installation and moving of the equipment, terminals, and furniture from or to Company premises.

The Company agrees to continue reimbursing employees for all work-related expenses, in accordance with its practices and the Collective Agreement, except expenses incurred by employees in travelling to and from their reporting center during the Teleworking period.

#### **SELECTION AND PARTICIPATION IN THE TELEWORKING**

Participation shall be strictly voluntary, limited to Regular employees and require the mutual consent of the volunteers and their managers.

It is agreed that no change may be made to the job titles of employees because of their participation in teleworking.

Participants shall be chosen by the Company on the basis of their seniority from the qualified volunteers who satisfy the selection criteria in Appendix 1 of this document and belong to the job categories selected by the Company.

Employees shall participate for a minimum period of six months, unless there are exceptional circumstances. In such circumstances, and after discussions between the Company and the Union, either party may end the participation of an employee by providing the other party with 14 days' notice.

Participant employees involved in Teleworking shall meet the performance criteria and quality standards established by the Company. These criteria and standards shall be at least those they were achieving before participating in Teleworking.

When an employee's participation in Teleworking ends, the employee shall return to his regular job at his usual reporting center or, if his usual reporting center no longer exists, to the work center where his group has been relocated.

#### **CONDITIONS SPECIFIC TO TELEWORKING**

- The Company's confidential documents and exclusive information shall be kept under lock and key outside work hours (e.g., all procedures concerning access to and use of the different computer systems).
- The Company's confidential documents and exclusive information which become outdated shall be returned to Bell and destroyed on Bell premises (e.g., all procedures concerning access to and use of the different computer systems).

- The telephone and computer systems may be used only by Teleworkers and strictly for their work for the Company.
- Long distance calls shall be kept to a strict minimum and may be made only for Company purposes.
- If major problems arise which prevent Teleworkers from operating normally (network access is impossible, communication system deficient, etc.), the Company reserves the right to interrupt the employees' participation in Teleworking temporarily and to call them back to their usual place of work until everything is completely restored.
- Should a failure occur at a participant's home, the participant shall be responsible for contacting his manager as quickly as possible. The participant shall not incur loss of wages due to circumstances beyond his control.
- Employees shall allow the support manager and project coordinator to visit their place of work so they can analyze the technical performance of systems and take any necessary corrective measures. Such visits shall be planned with employees.
- The manager responsible may meet employees at their home any time during their tour of duty. Employees shall be given reasonable prior notice (15 minutes).

### **TERMS OF APPLICATION OF THE COLLECTIVE AGREEMENT**

- During the employees' participation in Teleworking, all provisions of the Collective Agreement shall continue to apply, except the following:
  - The assignment shall be considered a temporary special assignment for the purposes of Article 22.
  - During their participation in Teleworking, employees shall not be entitled to the travel allowance provided for in Article 23 when they travel to and from their usual work center;
  - When, at the Company's request, participants perform work which does not immediately precede or follow their scheduled tour of duty, they shall be remunerated for the overtime hours. If a participant who must work overtime does not receive prior notice as per subsection 19.09 (a), he shall be paid an additional hour of wages.
  - The terms of section 19.08 of the collective agreement do not apply for Teleworkers.

### **WORK SCHEDULES**

- Work hours shall be established in accordance with the Collective Agreement.

- To meet service requirements, split shift schedules could be established and offered to Teleworkers who volunteer. Split shift tour will be of two equal half tours during the period from 06 h 00 to 21 h 00 with an interval between the tours not to exceed 5 hours.
- The terms of section 18.19 of the collective agreement do not apply for Teleworkers on split shift schedules.

***Effective December 7<sup>th</sup>, 2008***

- *The terms of section 18.18 of the collective agreement do not apply for Teleworkers on split shift schedules.*
- Participants shall attend meetings, training sessions and other scheduled activities. They shall be advised insofar as possible at least two days in advance. If applicable, the premium pay for change in tour of duty shall apply.
- During the teleworking period, employees shall work at their usual work center one day every two weeks or according to a different frequency when specific needs so warrant.
- If employees must return to their work center during their tour of duty for reasons beyond their control (e.g., equipment failure), the Company shall pay for their return trip by public transportation or the equivalent.

### **WORK-RELATED ACCIDENTS**

- Participants shall be considered to be at work in the same way as if they were at their normal place of work. They shall therefore take all reasonable measures to ensure their safety, in accordance with Company practices.

### **INSURANCE**

- All Teleworking participants shall inform their personal insurer that they have Company equipment and other property at their home.
- In case of damage caused by or to equipment, terminals or other property, the Company shall assume responsibility, unless the damage results from unauthorised use or is caused deliberately.

### **APPENDIX 1**

#### **SELECTION CRITERIA**

The Company shall select participants on the basis of their seniority from qualified volunteers who meet the following selection criteria:

- Participants shall have a safe, closed room in their principal residence for their work, which meets the standards established by the Company for Teleworking.

- In order to limit operating costs, participants must have their principal residence in the same headquarters, in an adjacent headquarter or within 72 airmile km of their formal reporting center. Certain specific situations may be reviewed by the Associate Director – Industrial Relations and the national representative of the Union responsible for the bargaining unit.
- Participants shall ensure that no background noise (e.g., animals, music, etc.) is heard by customers.
- Participants may not have one or more dependents under their supervision during their tour of duty.
- Participants shall have the required experience to work totally independently from their residence.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**PARTICIPATION IN THE DEFINED CONTRIBUTION**  
**COMPONENT OF THE BELL PENSION PLAN**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm our discussions during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding the participation of employees in the Defined Contribution Component of Bell Canada's Pension Plan.

It is understood and agreed that:

Any Regular employee hired before October 1, 2004 (whether or not he is a member of Bell's Pension Plan on that date) who chooses not to participate in the new Defined Contribution Component will continue to participate in the Defined Benefits Component of Bell Canada's Pension Plan for as long as he remains an employee of the Company.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**ARTICLE 14 – EXPEDITED GRIEVANCE PROCESS**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

Notwithstanding the provisions of sections 14.03, 14.04 and 14.05 of the Collective Agreement, the above parties have agreed as follows:

1. When a grievance has not been settled at Step 1 of the grievance process, the Union and the Company may agree to combine Steps 2 and 3 of the grievance process (expedited process).
2. A mutual agreement to use the expedited process must be reached within ten (10) days of the conclusion of Step 1. If no such agreement is reached, the ten (10) day delay called for in section 14.04 of the Collective Agreement shall begin when one of the parties notifies the other in writing of its refusal to use the expedited process.

3. When the parties agree to use the expedited process, the following shall apply:
  - (a) The rules governing the third step of the grievance process (sections 14.05 to 14.08) shall apply to the expedited process;
  - (b) The third level Manager and the Director – Industrial Relations shall both participate in the meeting held for the purpose of attempting to settle the grievance under the expedited process.
  - (c) The expedited process is subject to the rules governing Article 14 in its entirety, taking into account the necessary adjustments.
4. The Company and the Union shall meet each year in order to assess the grievance process as a whole including the procedure described herein, and make recommendations for improvements as desired.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**JOINT TRANSITION COMMITTEE**  
**(ARTICLES 22 AND 24)**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

**Whereas a new Article 24 will be introduced as of  
January 1, 2009;**

**The parties agree as follows:**

1. The parties agree to the establishment of a Joint Transition Committee consisting of four (4) Company and four (4) Union representatives (2 from Ontario and 2 from Québec). It is understood and agreed that the members of this Joint Transition Committee are the same as the members of the former 912 Committee that existed under the previous collective agreement.
2. The mandate of the Committee is, at first, to work jointly on:

- a. Enhancements which could be made to Article 24 (as will come into force on January 1, 2009) in a win-win manner;
  - b. The establishment of the necessary administrative process for the effective application of Article 24 as of January 1, 2009;
  - c. The communications plans to managers and employees regarding the application of Article 24 as of January 1, 2009.
3. The Committee shall finish its work by November 30, 2008 at the latest in order to allow the Union, as may be required, to proceed with a ratification of the changes which could have to be made to the collective agreement, including any correlation that may be required.
4. As of January 1, 2009, the mandate of the Committee will be to discuss the administration of Articles 22 and 24 and to make recommendations as it deems necessary to ensure an efficient transition.
5. The Joint Transition Committee shall set its own schedule of meetings. It is understood that the parties will favour face to face meetings in the first part of their mandate. After that, they will decide what the best way to proceed will be.

6. Reasonable expenses of employee representatives necessary for their work on the Committee shall be paid for by the Company.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**ARTICLE 24 – JOB POSTING PROCEDURE**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm the following:

**Effective on January 1, 2009, the provisions of Article 24 shall be the following:**

**Definitions**

**24.01** (a) The definition of a job opening for the purposes of the Job Posting Procedure is any permanent addition or replacement to the Regular employee staff, excluding Regular Term.

All job openings will be posted except replacements filling positions left vacant after a job posting. In such cases, section 24.04 will apply.



For purposes of this Article, the word "job" must be understood to refer to both a "position" or an "occupation".

(b) Notwithstanding the provisions of subsection 24.01 (a), there are no job openings created when District structures are merged or otherwise reorganized, when functions are realigned between or within districts, or when employees follow their work into another District or headquarters in connection with a closure, consolidation or centralization.

#### **Procedure for filling a vacant position**

**24.02** (a) The Company shall post the available position electronically for ten (10) working days.

(b) An applicant wishing to be considered by the Company must respond to the job posting within the posting period specified in subsection 24.02 (a).

(c) It is understood that an applicant may only be considered for the posted position provided that:

- (i) the applicant's performance on his existing job meets job requirements;
- (ii) the applicant is qualified to perform the required work within such period of time as may be reasonably required but in any

event not more than ten (10) working days familiarization period.

(d) The Company reserves the right to cancel a job posting at any time during the first five (5) working days of the period specified in subsection 24.02 (a).

**24.03** From among the applicants for the position, the Company shall select the most senior candidate from among those who are qualified, in the following order:

- (a) an employee located in the same headquarters
- (b) any other employee
- (c) an employee identified in application of Article 22
- (d) a person originating from:
  - Operator Services group; or
  - Clerical and Associate Employees group; or
  - Communications Sales Employees group
- (e) any other person.

**24.04** All replacements filling positions left vacant after an initial job posting may either:

- (a) be filled under Article 22, or
- (b) be filled in application of sections 24.02 and 24.03, or
- (c) not be filled.

**24.05** (a) The Company will provide information to designated Local Officers of the Union concerning the posted position and results of the posting, as mutually agreed to by the parties.

(b) The results of the posting will be made known to all applicants.

#### **Exceptions**

**24.06** The exceptions outlined in section 22.14 may require the normal job filling procedures specified for the Job Posting Procedure to be by-passed.

#### **General**

**24.07** It is understood that service requirements may prevent a successful applicant from immediately assuming a permanent position for which he has applied; nevertheless the date on which an applicant can be released from his current job will not prevent him from being selected for the permanent position. Positions may

be filled temporarily pending the final availability of the employee who is to fill the job.

**24.08** The provisions of subsection 24.02 (b) shall not apply to an employee in the 24 months subsequent to his appointment to a position resulting from an application under the Job Posting Procedure.

**24.09** When a permanent relocation is arranged as a result of an application under the Job Posting Procedure, the cost of the relocation will be borne entirely by the employee and that location will become his reporting centre on the first day he reports.

**24.10** The Job Posting Procedure applies to all Craft & Services employees.

IN WITNESS WHEREOF, we have signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**ARTICLE 32 – EMPLOYMENT EQUITY**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm the following:

**Effective on January 1, 2009, the provisions of Article 32 shall be the following:**

**32.01** (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

(b) The Company and the Union agree that this Article shall be applied in a manner consistent with their respective obligations as set out in this Collective Agreement.

**32.02** (a) To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that notwithstanding the provisions of section 24.03, the Company may, in each twelve (12) month period, starting January 1 of each year, fill up to two (2) job openings in each district of the Company, for the purpose of Employment Equity.

- (i) Except as otherwise provided in subsection 32.02 (a) (ii), such job openings shall be filled in accordance with the provisions of section 24.03 by an applicant who is part of one of the four designated groups namely women, aboriginal peoples, person with disabilities and visible minorities.
- (ii) In each province, for every two (2) job openings filled for the purpose of Employment Equity by way of granting a transfer from the Operator Services group, the company may fill one job opening by hiring, in a Regular Full-Time employee status, a person with a disability, a woman, an aboriginal person, or a person who, because of race

or colour, is in a visible minority, provided that there is no qualified applicant from the Operator Services group, the Clerical and Associated employees group or the Communications Sales employees group.

The number of job openings to be filled under section 32.02 shall never exceed two (2) per district per year, as provided in subsection 32.02 (a).

(b) The Company shall inform the local Steward, on a form to be supplied by the Company, of any job opening so filled.

**32.03** Notwithstanding the provisions of section 14.10, a Union grievance may be submitted in accordance with section 14.09 relating to the interpretation, application, administration or alleged violation:

(a) of section 32.01 involving the case of a Company employee wishing to return to the bargaining unit as provided in Company practices, as they exist at the date of signing of this Agreement, following a placement into another bargaining unit for reasons of health or disability, or

(b) of section 32.02.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**WEEKEND SCHEDULE**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm the following:

1. Despite the removal of the Premium Pay For Consecutive Saturdays Worked and the changes to the Sunday Premium Pay, Bell will not schedule employees to work during the weekends more than what is required given its workload.
2. Where possible according to the Company, given the number of employees available, their qualifications and their seniority, an employee with 30 years or more of service may not be scheduled on a weekend except by consent.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**FLUCTUATIONS OF WORK VOLUMES**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm the following:

- Given the daily, weekly and monthly variations in the volume of work throughout the year;
- Given the Company's need to meet its customers' changing expectations;

The parties agree as follows:

- 1) The Joint Transition Committee defined in the Memorandum of Agreement on Articles 22 and 24 will be responsible for the mandate defined herein.
- 2) This Committee's mandate will be to work in partnership to identify means of increasing the flexibility available to the Company in order to allow it

to better face fluctuations of work volumes on a daily, weekly and monthly basis.

- 3) The Committee does not have the mandate or the authority to make or recommend changes to the collective agreement or to deal with issues that are more properly addressed through collective bargaining.
- 4) This Committee will submit its recommendations to the Company twice a year, once before June 30 and once before December 31 of each year.
- 5) It is understood that the means proposed shall not, directly and indirectly, increase the Company's costs.
- 6) This Committee shall begin its work by no later than July 1<sup>st</sup>, 2008 and set its own schedule of meetings.
- 7) Reasonable expenses incurred by the employee representatives, which are necessary for their work on the Committee, shall be reimbursed by the Company, according to its practices.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

Richard Chaumont

**INSOURCING ACTIVITIES**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

Whereas the parties recognize and accept the importance of having clauses and practices that favour Bell's insourcing activities;

**This is to confirm the following:**

1. To ensure the harmonious integration of employees into the Company when insourcing contracts are signed, it is agreed that:
  - a. During the twelve (12) months following the arrival (start date at Bell) of new employees after an insourcing contract has been won, none of those employees shall be covered by the collective agreement.

- b. At some point during the period specified in the preceding sub-paragraph, the Director – Industrial Relations and a national CEP representative (or their respective representatives) will meet at the request of either party to share information on how matters are progressing with respect to the organization of work.
  - c. Between the 13<sup>th</sup> month inclusively and the 24<sup>th</sup> month inclusively after the arrival of the resources, the parties will consult with each other in order to review the job profiles that apply to the jobs to be integrated into the Craft and Services bargaining unit.
- 2. At the time of the integration of new jobs into the Craft and Services bargaining unit following an insourcing contract:
  - a. The Company and the Union shall come to an agreement regarding the pay scales of the jobs in question based on the parameters of the compensation plan and the Company's comparison markets.
  - b. The employees who are integrated into the certification unit shall enjoy the full seniority that the Company will recognize for them.

3. Employees who are integrated into the bargaining unit and whose salary is:
  - a. Higher than the maximum of the class corresponding to their job shall have their salary frozen until such time as the maximum for the class of job they hold matches their salary.
  - b. Lower than the minimum of the class corresponding to their job shall have their salary adjusted to the minimum of the class of job they are entering.
  - c. Within the class corresponding to their job, but between two steps of the wage schedule, shall have their salary adjusted to the higher step that is closest to the salary they were earning immediately prior to the integration.
4. When the Company integrates insourced resources from another company, it may, within a period of 24 months, reclassify those employees as permanent full-time or as Permanent Part-Time employees within the bargaining unit, according to the terms of this Memorandum of Agreement.
5. When employees are integrated into the bargaining unit, the Director – Industrial Relations shall provide a list of the names of the employees in question to the national representative of the Union.

6. It is understood and agreed that the present Memorandum of Agreement exclusively applies to activities insourced to Bell and not to activities outsourced by Bell.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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**STANDBY PROGRAM**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm the following:

In order to maintain a quality service that meets customer expectations, the Company may introduce a standby program for employees in headquarters where it considers this necessary to meet business requirements.

- 1) As part of the standby program, the Company may assign a certain number of employees by reporting centre (or group of reporting centres) and by seniority unit, who must be available beyond basic hours of work. The total number of employees assigned and the duration of assignments may vary from one reporting centre (or group of reporting centres) to another or seniority unit to another.

- 2) The Company will grant priority to employees who volunteer and possess the required qualifications to meet the needs identified within a given reporting centre (or group of reporting centres) and seniority unit. In the event that there are more volunteers than required, the assignment periods will be filled in rotation from among the qualified volunteers, with periods being selected by seniority.
- 3) (a) If there are no volunteers, a rotation-based approach will be implemented by the Company to distribute assignment periods among all employees with the required qualifications to meet the needs identified in each reporting centre (or group of reporting centres) and seniority unit where the standby program is in place, with the selection of assignment periods to be based on seniority.  
  
(b) Notwithstanding the provisions of subsection 3 (a) and where possible according to the Company, given the number of employees available, their qualifications and their seniority, an employee with 30 years or more of service may not be assigned under a rotation approach except by consent.
- 4) (a) Any assignment period under sections (2) and (3) herein may not exceed seven (7) consecutive days.

- (b) The Company may terminate an assignment period at any time.
- 5) An employee on standby will receive compensation at the rate of one and a quarter hours at his basic rate of pay for each day on which he is on standby. He will be entitled to choose to be paid or to be compensated in the form of banked time in lieu of payment, in compliance with subsection 18.05 (a) of the collective agreement on a ratio of one for one (1:1).

***Effective December 7<sup>th</sup>, 2008***

- 5) *An employee on standby will receive compensation at the rate of one and a quarter hours at his basic rate of pay for each day on which he is on standby. He will be entitled to choose to be paid or to be compensated in the form of banked time in lieu of payment, in compliance with subsection 18.04 (a) of the collective agreement on a ratio of one for one (1:1).*
- 6) Notwithstanding section 5 herein, an employee on standby who has accumulated the maximum allowable hours in banked time in lieu of payment under subsection 18.05 (a) of the collective agreement will be paid at the rate of one and a quarter hours at his basic rate of pay for each day on which he is on standby.

**Effective December 7<sup>th</sup>, 2008**

- 6) *Notwithstanding section 5 herein, an employee on standby who has accumulated the maximum allowable hours in banked time in lieu of payment under subsection 18.04 (a) of the collective agreement will be paid at the rate of one and a quarter hours at his basic rate of pay for each day on which he is on standby.*
- 7) An employee on standby who is called in to work will be paid in accordance with the terms of payment for overtime stipulated in the collective agreement.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

FOR THE  
UNION

Raynald Wilson

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Richard Chaumont

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The following Letters of Intent are included  
in this agreement solely for the sake of  
convenience and shall not be construed as  
forming part of this Collective Agreement.

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June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Contracting Out**

Dear Mr. Chaumont:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding the issue of contracting out.

What follows has been developed jointly in a spirit of cooperation and trust based on the belief that there is a value and benefit to the employee, the Company and the customer if:

- Employment security is enhanced by a productive, healthy and cost effective organization.



- While striving to provide employment security to Regular employees, there is an improved understanding as to why contractors are used.
- There is a greater involvement by employees in the decision-making process.
- The Union and the Company work together and act responsibly balancing the interests of the customer, the Company and the employee regarding the issue of the utilization of contractors.

Based on the principles outlined above, the parties have agreed to establish forums for the exchange of information and to encourage consultation between management and representatives of the Union on issues related to the contracting out of work which may be performed by bargaining unit employees.

At least once per year, or more frequently where agreed to by both parties, an Officer of the Union (or a delegate) shall meet with a Tier A manager (who has bargaining unit employees in his organization) to discuss the broad principles associated with the contracting out issue as it pertains to the manager's organization.

Each quarter, or more frequently where agreed to by both parties, each Tier B manager shall meet with the Local Union President (representing bargaining unit employees in the Tier B manager's organization) to discuss and review contracting out activity and concerns within the manager's

organization. The Tier B manager and the Local Union President may jointly agree to delegate, in part or in full, the responsibility for these quarterly meetings where, in their opinion, such delegation would result in more meaningful dialogue between the parties.

It is agreed that the meetings contemplated under this letter may be face-to-face, by conference call, etc., as deemed appropriate by the individuals involved.

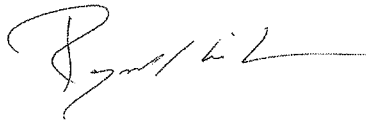
Although not intended to limit the scope of discussions between the Local Union President and Tier B manager (or their designates), areas which shall be reviewed include:

- Work contracted out by the manager's organization since the last meeting.
- Feedback on work which was contracted out (to highlight possible improvements or suggest alternatives).
- Work which is expected to be contracted out (with as much advance notice as practicable).
- Alternatives to the contracting out of work (e.g., utilizing Part-Time employees, qualified Operator Services employees in the case of Craft & Services work, more efficient utilization of available employees across districts/departments, etc.).

In discussions related to the contracting out of bargaining unit work, relevant considerations may include, but are not limited to, the type of work being contracted out, the availability of necessary skills and equipment, price and quality competitiveness, balancing out the amount of work required to be performed, etc.

The parties' wish is that these forums encourage a growing and meaningful dialogue at the operating level of the Company on the issue of contracting out.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Time Off for Union Business (Article 5)**

Dear Mr. Chaumont:

This is to confirm our understanding reached during bargaining regarding the above-mentioned subject and applicable to the Craft and Services Employees Bargaining Unit.

Article 5

The Union and the Company underline the common understanding that paid time off for grievance handling includes:

- time for the Steward to meet the grievor,
- passing the grievance from one step to another which could involve a change of representative,

- some necessary discussions with the National Union office i.e. reasonable "handling" of a grievance,

but does not include:

- time for Union grievance committee meetings,
- time for on-site investigations by Union Stewards.

In summary, paid time is granted for a grievor and his Steward to consult, reasonable handling of the grievance and face-to-face meetings with management. All other time is unpaid (OXP).

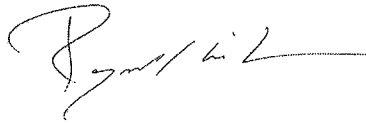
#### Section 5.01 (Paid time to handle grievances)

The company will encourage field managers to discuss required time off for grievance handling with the employee requesting such time to ensure that the necessary, reasonable amount of time is given, subject to service requirements.

If the manager decides the time is not reasonable, the employee may have only the authorized time and may exercise his right to grieve accordingly if not satisfied.

Once time has been approved by a manager, the code will not be changed at a later date.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Four (4) Day Work Week**

Dear Mr. Chaumont:

This is to outline our understanding applicable to the Craft and Services employees bargaining unit regarding the possible institution of a four (4) day work week on a local basis. The following conditions shall apply:

- A four (4) day work week may be instituted only by mutual agreement between local management and local Union representatives, provided that each employee affected gives his consent to the arrangement.
- It is agreed that every time a four (4) day work week is to be instituted, the applicable terms and conditions shall be confirmed in a Letter of

Agreement signed between the Director – Industrial Relations and an Officer of the CEP, or their designates.

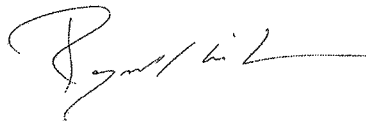
- Where a four (4) day work week is instituted, both parties shall agree that for purposes of application of Articles 18 and 19, the expressions “scheduled tour of duty” and “basic hours of work” shall mean a tour of ten (10) hours of work for 40 hours a week.

#### **General**

- Compressed work week arrangements, other than the one outlined above, may be implemented by the parties within the general framework specified in this letter where such an arrangement meets with the approval of both the Director – Industrial Relations and an Officer of the Union, or their designates.
- Any agreement by the parties under the terms of this letter shall be conditional to the observance of all legal requirements prescribed under any applicable legislation.



Yours truly,

A handwritten signature in dark ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

**Subject: Utilization of Temporary and Part-Time  
Employees**

Dear Mr. Chaumont:

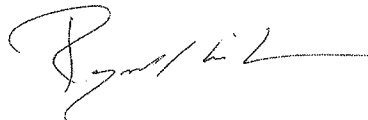
This is to outline our understanding regarding the utilization by the Company of Temporary and Part-Time employees in the Craft and Services bargaining unit.

It is agreed that the Company shall continue to inform the Union, on a quarterly basis, of available statistics regarding the utilization of Temporary and Part-Time employees in both Regions.

Furthermore, in order to ensure a proper mutual understanding of the Company's needs and of the Union's potential concerns, both parties will meet in consultation, twice a year, to review and discuss such statistics together

with any potential problems associated with this Letter of Intent.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Raynald Wilson, Director – Industrial Relations  
Mr. Richard Chaumont, National Representative CEP

**Subject: Corporate and Local Safety and Health Committees**

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement.

In accordance with this understanding, the Bargaining Committee mandates the Corporate Safety and Health Committee in the following areas:

**1) Local Safety and Health Committees:**

- to establish, in consultation with the Local Safety and Health Committees, the composition and structure of the Local Safety and Health

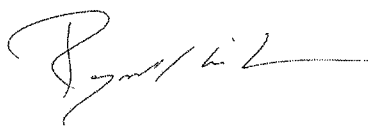
Committees, taking into account the Union Locals, organizational changes and functional diversity in the Craft and Services bargaining unit in order to increase their effectiveness. The number of Local Safety and Health Committees (Craft and Services) shall not exceed 17 as provided in section 12.07 of the Collective Agreement.

- the Committee will also encourage the appropriate use of video/teleconferencing facilities by the Local Safety and Health Committees with a view to decreasing the cost and improving the efficiency of these meetings.

**2) Full-time Corporate Safety and Health Representatives:**

- the Company agrees that the two employee representatives in the Craft and Services bargaining unit on the Corporate Safety and Health Committee shall be assigned on a full-time basis for the purposes of completing full-time duties as assigned by the Corporate Committee.

Yours truly,



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Raynald Wilson  
Director – Industrial  
Relations



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Richard Chaumont  
National Representative  
CEP



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

**Subject: Freezing of Grievances**

Dear Mr. Chaumont:

This is to outline our understanding regarding the "freezing of grievances" arising out of the interpretation, application or alleged violation of any provision of the Craft and Services Collective Agreement.

Following the transmission of a notice of intention to appeal to the Company Grievance Committee (Step 3) of one grievance considered for "freezing", the appropriate Director – Industrial Relations will initiate, with the consent of a national representative of the Union and responsible of the bargaining unit, the process described herein.

- a) Following mutual agreement to implement the "freeze" procedure, all grievances already heard at Step 1 of the

grievance procedure and those that may be submitted and heard at Step 1 during the "freeze" period which deal with the same provision of the Collective Agreement and substantially the same matter as the grievance which triggered the "freeze" shall be immediately referred to Step 3 and frozen at that step. A method for identifying such cases shall be determined by the national representative of the Union and the appropriate Director – Industrial Relations.

- b) Where no agreement is reached with respect to the referral of a grievance to Step 3, in accordance with this procedure, it shall be processed through the normal grievance procedure, as set out in Article 14 of the Collective Agreement.
- c) Where a National Representative of the Union believes that a grievance that has been "frozen" should not have been, the grievance shall be referred to the appropriate step of the grievance procedure. The normal time limits shall apply and commence on the date on which the local Union Representative refers the grievance to the appropriate manager.
- d) Following the Company's response at Step 3, the national representative of the Union responsible of the bargaining unit shall have the option to submit one representative grievance to Arbitration in accordance with Article 15 of the Collective Agreement.

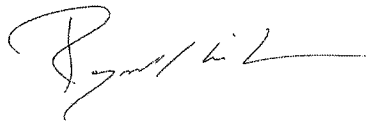


- e) Any grievance "frozen" at Step 3 shall remain frozen until 30 days have elapsed from the receipt by the parties of the final arbitration award in respect of the representative case referred to arbitration as provided in paragraph d), at which time:
  - i) the parties shall meet as early as possible to deal conclusively with those grievances. It is understood that the arbitration award referred to does not determine the outcome of the other grievances unless the parties concur;

**AND**

- ii) the 30–calendar–day time limit for referring a grievance to arbitration stipulated in Article 15 commences to run.
- f) The normal time limits prescribed in Article 14 of the Collective Agreement for submitting a grievance to Step 1 of the grievance procedure shall continue to apply.
- g) The Union and the Company shall be responsible for informing their respective Stewards and managers of the existence of a "freeze" and of its nature.

Yours truly,

A handwritten signature in black ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Flow-Through Training Locations**

Dear Mr. Chaumont:

This is to record the understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding flow-through training locations.

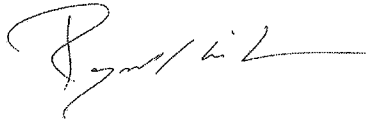
The parties recognize that it is desirable to staff certain positions within specified analysis, surveillance, and control centre operations on a flow-through basis for the purpose of enhancing the training and development of employees.

It was agreed that the Company may staff up to 25% of the positions within these centres on a flow-through basis as provided under section 22.03 and subsection 22.13 (b). It was further agreed that an employee will not be assigned

under section 22.03 or subsection 22.13 (b) to one of these centres for a period longer than 24 continuous months.

Changes to the existing list of locations will be reviewed with the Joint Review Committee.

Yours truly,

A handwritten signature in black ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Training Programmes Outside the  
Country**

Dear Mr. Chaumont:

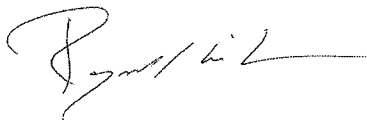
This is to confirm our understanding that employees of the Craft and Services employees bargaining unit who, at the request of the Company, take courses or attend training programmes outside the country, remain covered by the bargaining unit during their attendance at such courses or programmes.

When employees are assigned to courses outside the country, the provisions of the Collective Agreement in effect at the time of the assignment shall continue to apply. It is agreed, however, that per diem allowances will be paid in U.S. dollars.

If the circumstances are such that the employer can not apply the provisions of section 23.12 of the Collective Agreement, the assignment will be on a voluntary basis unless the parties conclude a letter of agreement relating to the conditions applicable during this assignment, in which case all employees assigned to these courses or programmes will be covered by the conditions of this agreement.

In all cases, the employee will have thirty (30) days (as defined in section 14.01 of the Collective Agreement) from the date of his return to Canada to file a complaint or a grievance in virtue of the provisions of the Collective Agreement or, as the case may be, in virtue of the provisions of the agreement referred to in the previous paragraph.

Yours truly,

A handwritten signature in black ink, appearing to read 'Raynald Wilson', with a stylized flourish at the end.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

**Subject: Home Dispatch**

Dear Mr. Chaumont:

This is to outline our understanding reached during bargaining applicable to the Craft and Services bargaining unit regarding Home Dispatch.

**GENERAL**

- Local management and local Union representatives will, by consensus, select the occupations to which Home Dispatch may apply as well as the localities and districts where they may be implemented. Implementation of Home Dispatch shall not proceed in a location without the approval of a National Representative of the Union.

- The Company agrees that any costs directly associated with the Home Dispatch (e.g., provisioning of facsimile service, the incremental cost of insurance coverage which may be required, etc.), which are approved by the employee's manager, will be paid for by the Company. Where these costs are not approved by the Company, the employee will not be considered as a volunteer for the Home Dispatch. It is further agreed that this approval will not be unreasonably withheld.
- Materiel will be stored and handled in the usual manner.
- The vehicle, its contents, and all such other equipment or services provided by the Company are to be used for Bell Canada business-related purposes only.

#### **SELECTION OF EMPLOYEES FOR THE HOME DISPATCH**

- Participation is strictly voluntary, limited to Regular employees, and based upon the mutual consent of the employee and his manager.
- It is agreed that there will be no changes made to the occupational titles of the participants, due to their participation in Home Dispatch.
- Volunteers will be chosen by the Company in order of seniority from among volunteers residing in the locations, within the occupational groups, districts, and localities selected by the Company.



- Participation may be terminated by either the Company or by the employee upon fourteen (14) days' notice.
- When an individual's participation is ended, the employee shall be reintegrated in his permanent occupation at his normal report centre.

**APPLICABILITY OF COLLECTIVE AGREEMENT PROVISIONS**

- An employee, during the period of his participation in Home Dispatch, will be entitled to all the provisions of the Collective Agreement with the exception of the following:
  - Home Dispatch will be considered a temporary "special project" with regard to Article 22.
  - During the period of the employee's participation, he shall not be entitled to travel allowance as provided under Article 23.
- Sections 18.25 and 18.26 shall not apply to the time spent travelling in the Company vehicle from the employee's home to his first job and from the last job to his home (this time shall be unpaid).

***Effective December 7<sup>th</sup>, 2008***

- *Sections 18.24 and 18.25 shall not apply to the time spent travelling in the Company vehicle from the employee's home to his first job and from the last job to his home (this time shall be unpaid).*

**INSURANCE**

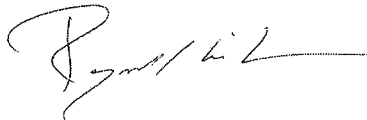
- The employee will be reminded that it may be advisable to inform his insurers of the fact that Company vehicle and equipment will be located on his premises and under his care.
- With respect to damages either caused by or to the vehicle or equipment, except where the vehicle or equipment is used without authorization or in cases of willful damages, the liability will be assumed by the Company except as otherwise covered by the Société de l'Assurance Automobile du Québec or the Ontario Insurance Commission.

### **NOTIFICATION**

- The Company agrees to supply to the appropriate Local and National offices of the Union, the
  - name
  - report centre
  - organization code
  - home address
  - home phone number
  - Company provided facsimile number (if any)

of each employee involved.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Job Swaps**

Dear Mr. Chaumont:

This is to record the understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding "job swaps".

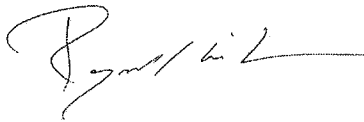
The parties have agreed to continue with the trial implementation of a program of job swaps which will permit two employees in the same occupation to apply to exchange locations provided each is fully qualified to perform the duties of the other's position. The job swap must result in the transfer (i.e., not reassignment) of the employees. When a relocation is arranged as a result of a job swap, the cost of the relocation will be borne entirely by the employee and that location becomes his reporting centre on the first day he reports.

A potential job swap must be initiated by the employees, requested by the Union and authorized by the Company. The Company's approval of a job swap will be subject to service requirements and its assessment of each employee's qualifications to perform the required work. Only employees whose performance on their existing job meets job requirements may be considered for a job swap.

Details regarding the job swap trial will be communicated to employees by the Union following consultation with the Company at the Joint Review Committee.

A job swap will be considered as an exception falling under the provisions of section 22.14 and will not be subject to the normal job filling procedures contained in the collective agreement. The Union agrees that no aspect of the job swap trial may be the subject of a grievance under Article 14. It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee as a result of the job swap trial.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Raynald Wilson', with a long horizontal flourish extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

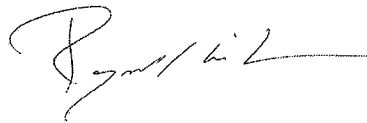
Subject: **Combination Technicians**

Dear Mr. Chaumont:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding Combination Technicians.

The parties have clarified the proper usage of the Combination Technician occupation. A Combination Technician is a Class I technician who performs the duties normally associated with two or more Wage Schedule 1 occupations, at least one of which is a Class I occupation performed on a regular and consistent basis.

Yours truly,

A handwritten signature in black ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Disability Plans**

Dear Mr. Chaumont:

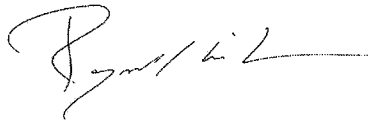
This is to confirm the following:

Bell Canada intends to maintain, for the duration of the current collective agreement, the provisions in effect with respect to the disability benefit plans (LTD, SDB and ADB) and specifically, those applicable to employees hired prior to July 1, 2000. These provisions are outlined in the section of the Bell intranet site dealing with various plans.

I trust you will find this to be satisfactory.



Yours truly,

A handwritten signature in dark ink, appearing to read 'Raynald Wilson', with a long horizontal flourish extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **90/10 Seasonal Leave with Income  
Averaging**

Dear Mr. Chaumont:

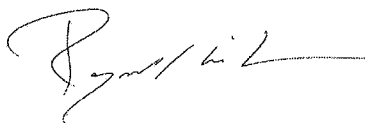
This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement.

Providing that the employee agrees to take a maximum of one week of vacation during the period of June through September, a 90/10 seasonal leave with income averaging will be offered to Regular Full-Time employees subject to mutual agreement between the manager and the employee. The period of time not worked will be 5 weeks and 1 day and may be taken in one or two blocks of time during the period of October through April and within the one-year income averaging period, subject to the needs of

the business. The one-year income averaging period must begin sometime during the duration of the collective agreement.

The normal Company practices associated with seasonal leaves will be applicable. Service credits will be granted for the entire leave. Pensionable employment granted for pension-calculation purposes for time not worked will be limited to the maximum allowed by law. Pensionable earnings will be based on 100% (and not 90%) of full-time basic salary during the period of leave.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Class II Employees**

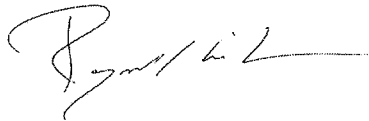
Dear Mr. Chaumont:

This is to confirm our understanding reached during bargaining of the Craft and Services Employees Collective Agreement concerning Class II employees.

This understanding is as follows:

- The Company will provide training opportunities for current Class II employees to become qualified for future Class I job openings.
- Current Class II employees may remain on the job, subject to the normal provisions of the Collective Agreement.

Yours truly,

A handwritten signature in black ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations



June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

**Subject: Banked Time Taken as Weeks Off**

Dear Mr. Chaumont:

This is to confirm the following:

Where an employee has accumulated sufficient banked time, under section 18.05 of the collective agreement, he may use said banked time to schedule one or more additional weeks off on the vacation schedule prepared in accordance with sections 21.08 and 21.09 of the collective agreement.

**Effective December 7<sup>th</sup>, 2008**

*Where an employee has accumulated sufficient banked time, under section 18.04 of the collective agreement, he may use said banked time to schedule one or more additional weeks off on the vacation schedule prepared in accordance with sections 21.08 and 21.09 of the collective agreement.*

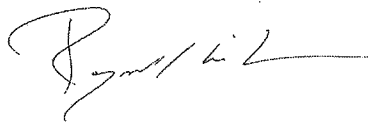
Any week off under the terms of this letter shall be entered in the vacation schedule, subject to:

- a) coming to an agreement with the Company;
- b) the weeks still being available in the vacation schedule for the current year; and
- c) once the selection of vacation time has been completed within the seniority unit.

In the event that a given week is requested by more employees than availability requirements allow, seniority shall prevail.

When an employee becomes sick or is victim of an accident before leaving work on the last day of work preceding time off or while he is off, and is prevented from taking it, the Company shall, if the employee so requests, reschedule his time off, by mutual agreement between the employee and the Company. The employee will only be allowed to reschedule those days on which he was sick or injured as a result of an accident.

The time off granted under the terms of this letter shall  
immediately be deducted from the banked time.  
Yours truly,

A handwritten signature in black ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations





June 5, 2008

Mr. Richard Chaumont  
National Representative  
CEP

**Subject: Group Grievances**

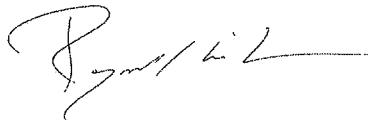
Dear Mr. Chaumont:

This is to confirm the following:

Where a tier D manager has employees in his team who are represented by more than one Union Local, it is understood that a separate group grievance may be filed by the employees represented by each Union Local.

However, this does not change the rule governing the presence of employees at the grievance steps, as stipulated in section 14.19 of the collective agreement.

Yours truly,

A handwritten signature in black ink, appearing to read 'Raynald Wilson', with a long horizontal stroke extending to the right.

Raynald Wilson  
Director – Industrial Relations