# MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

## **AND**

# COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA REPRESENTING CRAFT AND SERVICES EMPLOYEES

Whereas the parties have bargained intensely and collectively and have been able to reach a

The aforementioned parties agree as follows:

**Tentative Agreement:** 

- 1. The terms of the Tentative Agreement reached by the Company and the Union consist of the Collective Agreement dated June 5, 2008 amended by Schedule A of this Memorandum of Agreement numbered from 1 to 86.
- 2. The undersigned members of the bargaining committee, representing the Union in negotiations with the Company, jointly and individually commit to recommend acceptance of the terms of the aforementioned Tentative Agreement to the employees in the unit for a ratification vote which shall be concluded by December 31, 2012.
- 3. In the event of ratification by the employees by December 31, 2012, the terms of the Tentative Agreement, except for the letters of intent, shall constitute the next Collective Agreement between the parties, and the members of the bargaining committee representing the Union jointly and individually commit to sign a Collective Agreement by January 11, 2013 pursuant to the terms of the Tentative Agreement set out hereinabove.
- 4. The undersigned members of the bargaining committee representing the Company, being duly authorized to conduct negotiations with the Union, hereby commit on behalf of the Company to sign a Collective Agreement pursuant to the terms of the Tentative Agreement set out hereinabove, in the event that the said terms are ratified by the Union's members by December 31, 2012.
- 5. In the event of rejection by the employees, the terms of the Tentative Agreement shall be null and void.
- 6. In the event of any disparity between the French and English versions of any component of this Tentative Agreement, the English version shall be deemed the official one. Moreover, any clerical or administrative error can be corrected before the signature of the collective agreement.

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IN WITNESS WHEREOF, we have signed at Ottawa this 28th day of November 2012.

**Bell Canada** Communications, Energy and Paperworkers Union of Canada Sean Howes Steve Desgagne Serge Thibault Alain Portelance Benoit Desjardins Jeff Brohman Kelly Parascandalo Douglas C. Dutton René Jean alena Szwedowicz Yvon Mercier Alain Paradis Marvin C. Smith

<b>EXHIBIT</b>	Γ

## **CRAFT AND SERVICES EMPLOYEES**

## **COLLECTIVE AGREEMENT**

#### **PRESENT**

## **PROPOSED**

THIS AGREEMENT is made in duplicate this  $5^{\rm th}$  day of June 2008.

THIS AGREEMENT is made in duplicate this  $xx^{th}$  day of xxxx 2012.

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

#### **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 12**

#### SAFETY AND HEALTH

#### **PRESENT**

#### **PROPOSED**

12.01 Both parties to the present Agreement No change 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 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.

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12.03 It is the employee's responsibility to No change 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 No change 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 emplovees in the Operator Services bargaining unit represented by the Union, and 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 No change 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.

#### PROPOSED

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 \$145.00 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.

## No change

- (c) Except for the number of No change 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 No change 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 No change 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 No change 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.

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## **CRAFT AND SERVICES EMPLOYEES**

## **ARTICLE 17**

## **WAGE ADMINISTRATION**

## **PRESENT**

## **PROPOSED**

17.07 The time intervals for each step of 17.07 (a) No change Wage Schedule 1, 2, 3 shall be six months.

(b) The time intervals for each step of Wage Schedule A, B, C shall be nine (9) months.

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## **CONTRACT CLAUSE PROPOSAL - 2012 CRAFT AND SERVICES EMPLOYEES**

## **ARTICLE 18**

## **HOURS OF WORK**

## **PRESENT**

## **PROPOSED**

## 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:

Hours Worked in the Off-Normal Period	<u>Differential</u>	Hours Worked in the Off-Normal Period	<u>Differential</u>	
Less than 2	\$ 1.35	Less than 2 2 but less than 4 4 but less than 6 6 and over	\$ 1.40	
2 but less than 4	\$ 2.36		\$ 2.45	
4 but less than 6	\$ 3.50		\$ 3.63	
6 and over	\$ 5.11		\$ 5.30	

## 18.19 Differentials shall not be paid:

- No change
- (a) For any period when 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 18.16 or 18.17.
- 18.20 An employee whose shift starts or 18.20 An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall ends between 12:01 A.M. and 5:59 A.M. shall be paid a premium of \$3.86, in addition to any be paid a premium of \$4.00, in addition to any other premiums or differentials which are other premiums or differentials which are applicable.

applicable.

## **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 22**

## TRANSFERS AND REASSIGNMENTS

#### **PRESENT**

#### **PROPOSED**

#### **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.

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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 18.18 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.

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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, providina 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.

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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.

PROPOSED

(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:

(b) The provisions of subsections 22.13 (a) and (c) 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.

## (c) The temporary reassignment of an employee will not exceed 24 months.

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#### (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

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(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.

## **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 23**

## TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID

## **PRESENT**

## **PROPOSED**

## Travel Allowance To and From the Job

## Travel Allowance for Permanent Transfers and Reassignments

an employee is assigned inside his headquarters

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

- 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.
- 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

PROPOSED

provisions of subsection 23.01 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 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 | No change tour of duty at his reporting centre, at a Plant Training Centre or at a job location, as directed.
- (b) Where an emplovee 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:
- report his to 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.

- Where the notice referred to in section 22.01 has been given and where an employee is permanently transferred 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.
- Where an employee is permanently 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.

(ii) agree to report directly to the job location, as directed, in which case Company's Discretionary Expense Policy as amended from time to time shall apply

#### PROPOSED

- 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:

23.03 Where an employee starts and ends his tour of duty within the boundaries of his reporting locality, or when the employee is temporarily transferred or reassigned, 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, who is permanently transferred reassigned, 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:

AIRLINE DISTANCE FROM REPORTING CENTRE	DAILY TRAVEL ALLOWANCE
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 Delete ends at different locations, travel allowance will be computed on the longer of the two distances.
- Travel allowance shall only be paid (c) 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.

- (b) Travel allowance shall only be paid in accordance with subsection 23.04 (a) where the employee is permanently transferred or reassigned and reports to a work location which is further from his home than his reporting centre.
- (c) Except as otherwise provided in sections 23.05 and 23.06, where an employee who is providing his own transportation to travel to his work location, and who so travels on his own time, is required to begin or end his tour of duty at (a

#### **PROPOSED**

point beyond the boundaries of his reporting locality on a temporary basis, he shall be reimbursed for mileage in accordance with the Company's Discretionary Expense Policy as amended from time to time.

No change

- 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

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 in accordance with the Company's Discretionary Expense Policy as amended from time to time.

## No change

#### **PROPOSED**

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 18.18 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 No change travel on Company business and to remain away from home overnight, he shall receive living expenses as follows:

- 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

(i) \$50.00 per calendar day,

day,

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

- (ii) \$9.00 if away over the lunch period, and \$24.00 if away over \$19.00 if away over the dinner period the dinner period
- (ii) **\$12.00** if away over the breakfast the breakfast period, \$12.00 if away over period, \$19.00 if away over the lunch period, and

calendar day.

if the employee is away for less than a full 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.

#### **PROPOSED**

## **Transportation Expenses**

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

No change

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.

No change

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.

No change

23.12 An employee on a job assignment who is No change 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 No change 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, 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

No change

#### **PROPOSED**

airline company, inter-city bus company, or intercity railway company.

23.15 An employee, who takes sick or meets with No change 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, No change 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 No change 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 No change 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.

#### **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 24**

## 912B, CAREER PATH AND JOB POSTING PROCEDURES

#### PRESENT

## **PROPOSED**

#### **Definitions**

24.01 (a) The definition of a job opening for No change the purposes of the Job Posting Procedure is any permanent addition or replacement to the Regular employee staff, excluding Regular Term, within a District.

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.

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, when employees follow their work into another District or headquarters in connection with a closure, consolidation or centralization, or when employees are reclassified in accordance with the provisions of subsections 9.01(b) or 9.01(c).

#### 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 wishina to considered by the Company must respond to the job posting within the posting period specified in subsection 24.02 (a).

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#### PROPOSED

- (c) It is understood that an applicant may only be considered for the posted position provided that:
- (i) the applic ant'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:

**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 with the same occupation
- (a) a regular employee

- (b) any other employee
- (b) an employee identified in application of Article 22
- (c) an employee identified in application of Article 22
- (c) any other employee

- (d) a person originating from:
  - Operator Services group; or

  - Clerical and Associate Employees group; or
  - Communications Sales Employees group

- (d) a person originating from:
  - Operator Services group; or
  - Clerical and Associate Employees group; or
  - Communications
    Employees group

Sales

(e) any other person.

- (e) any other person.
- **24.04** (a) Replacements filling positions left **No change** vacant after an initial job posting may either:
- (i) be filled under Article 22 by one or more internal move(s) within the district releasing the candidate selected for the initial job

( ) ....**,** ...... **p** ....

XXXXX

**PROPOSED** 

posting, or

- (ii) be filled under Article 22, if the candidate selected for the initial job posting comes from the same district, or
- (iii) be filled in application of sections 24.02 and 24.03, or
  - (iv) not be filled.
- Replacements filling positions left vacant after a job posting in application of subsection 24.04 (a) paragraph (iii) may either:
  - be filled under Article 22, or (i)
- (ii) be filled in application of sections 24.02 and 24.03, or
  - (iii) not be filled.
- **24.05** (a) The Company will information to designated Local Officers of the Union concerning the posted position and results of the posting, as mutually agreed to by the parties.

provide No change

The results of the posting will be made known to all applicants.

#### **Exceptions**

24.06 The exceptions outlined in section 22.14 No change may require the normal job filling procedures specified for the Job Posting Procedure to be bypassed.

#### General

24.07 It is understood that service requirements may prevent a successful applicant from immediately assuming 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.

No change

- 24.08 The provisions of subsection 24.02 (b) shall not apply to:
- (a) an employee in the 24 months subsequent to his appointment to a position resulting from an application under the Job Posting Procedure, except where an employee's reporting centre is changed by the Company;
- (b) a person placed into the bargaining unit in the 6 months subsequent to his arrival.
- 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 Delete Regular Full-Time and Regular Part-Time employees.

#### PROPOSED

- 24.08 The provisions of subsection 24.02 (b) shall not apply to:
- (a) an employee in the 24 months subsequent to his appointment to a position resulting from an application under the Job Posting Procedure, except where an employee's reporting centre is changed by the Company;
- (b) a person placed into the bargaining unit in the 6 months subsequent to his arrival;
- a temporary employee or a regular term employee who has less than 18 months of continuous service or 12 months of continuous service when the job posting is within his district.

No change

#### **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 30**

#### **BEREAVEMENT LEAVE**

#### **PRESENT**

## **PROPOSED**

**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.

**30.01** An employee shall be granted, in the event of the death of his spouse, common-law partner, same-sex 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.

30.02 An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, father or mother of common-law partner, father or mother of same-sex 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.

No change

30.04 Bereavement leave may be required outside the period specified in sections 30.01 to 30.03. In such circumstances, the Company may grant a request to defer the leave.

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#### **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 35**

#### **DURATION**

#### **PRESENT**

#### **PROPOSED**

**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.

**35.01** This Agreement shall become effective on date of ratification except as otherwise provided and, shall remain in full force and effect up to and including November 30<sup>th</sup>, **2016**.

No change

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 1 Carrefour Alexander-Graham-Bell, A7, Montreal, Quebec H3Y 3B3.

#### **CRAFT AND SERVICES EMPLOYEES**

#### **WITNESS CLAUSE**

#### **PRESENT**

#### **PROPOSED**

**Bell Canada** 

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this  $xx^{th}$  day of xxxx **2012**.

Communications, Energy and
Paperworkers Union of Canada
Richard Chaumont

Sean Howes

Mike Douse

Alain Ouellette

Kevin Richmond

Alain Paradis

René Jean

Mike Smith

Raynald Wilson Marc Bouvier Nick G. De Nobile Steve Desgagné Dominique Ricard

**Bell Canada** 

Communications, Energy and Paperworkers Union of Canada

Sean Howes
Alain Portelance
Jeff Brohman
Douglas C. Dutton
René Jean
Yvon Mercier
Alain Paradis
Marvin C. Smith

Steve Desgagné Serge Thibault Benoit Desjardins Kelly Parascandalo Magdalena Szwedowicz

## **ATTACHMENT A**

## **Index of Wage Scheduling By Occupations**

Applies to all Regular employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company on November 30, 2012

<u>Title</u>	<u>Schedule</u>
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
Facility Technician	2
Hazardous Material Coordinator	3
Installation-Repair Technician II	2
Network Technician II	2
Senior Facility Technician	1

X

## **ATTACHMENT A**

## **Index of Wage Scheduling By Occupations**

Applies to all Regular Term or Temporary employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company on November 30, 2012 and to all employees hired, rehired, reclassified to a Regular status or placed into the bargaining unit on or after December 1, 2012

<u>Title</u>	<u>Schedule</u>
Technician – Specialist	Α
Technician – Advanced	В
Technician – Generalist	С

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## **ATTACHMENT C**

Applies to all Regular employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company on November 30, 2012

## **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
Senior Facility Technician

## **WAGE SCHEDULE 2**

## **Class II Occupations**

Business Technician II
Central Office Technician II
Facility Technician
Installation-Repair Technician II
Network Technician II

## **Class III Occupations**

Central Office Technician III

## **WAGE SCHEDULE 3**

**Hazardous Material Coordinator** 

## ATTACHMENT C

# <u>Craft and Services Employees – Class I</u> WAGE SCHEDULE 1 Weekly and Hourly Rates

	Wage Schedule 1				Wage Sc	hed	ule 1	
		At Ratification (1.5%)				December 1,	201	3 (1.75%)
Step		Hourly	Weekly				Weekly	
1	\$	18,53	\$	741,33	\$	18,86	\$	754,31
2	\$	19,86	\$	794,52	\$	20,21	\$	808,42
3	\$	21,98	\$	879,06	\$	22,36	\$	894,45
4	\$	23,30	\$	932,16	\$	23,71	\$	948,47
5	\$	24,74	<b>65</b>	989,66	\$	25,17	\$	1 006,98
6	\$	26,88	\$	1 075,01	\$	27,35	\$	1 093,82
7	\$	28,32	\$	1 132,98	\$	28,82	\$	1 152,81
8	\$	30,19	\$	1 207,65	\$	30,72	\$	1 228,78
9	\$	31,78	\$	1 271,30	\$	32,34	\$	1 293,54
10	\$	34,75	\$	1 390,04	\$	35,36	\$	1 414,37
11	\$	36,46	\$	1 458,36	\$	37,10	\$	1 483,89

- 1 -

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## **ATTACHMENT C**

## <u>Craft and Services Employees – Class I</u>

# WAGE SCHEDULE 1 Weekly and Hourly Rates

	Wage Schedule 1				Wage Sc	hec	iule 1	
	December 1, 2014 (2.00%)			December 1, 2015 (2.00%)			5 (2.00%)	
Step		Hourly		Weekly	Hourly		Weekly	
1	\$	19,23	\$	769,39	\$	19,62	\$	784,78
2	\$	20,61	\$	824,59	\$	21,03	\$	841,08
3	\$	22,81	\$	912,34	\$	23,26	\$	930,58
4	\$	24,19	\$	967,44	\$	24,67	\$	986,79
5	\$	25,68	\$	1 027,12	69	26,19	\$	1 047,66
6	\$	27,89	\$	1 115,70	\$	28,45	\$	1 138,01
7	\$	29,40	\$	1 175,87	\$	29,98	\$	1 199,38
8	\$	31,33	\$	1 253,36	\$	31,96	\$	1 278,42
9	\$	32,99	\$	1 319,41	\$	33,65	\$	1 345,80
10	\$	36,07	\$	1 442,65	\$	36,79	\$	1 471,51
11	\$	37,84	\$	1 513,56	\$	38,60	\$	1 543,84

### <u>Craft and Services Employees – Class IA</u>

### **WAGE SCHEDULE 1**

### Weekly and Hourly Rates

	Wage Scl	nedi	ule 1A		Wage Sci	hed	ule 1A				
	At Ratifica	tion	(1.5%)	December 1, 2013 (1.75%)							
Step	Hourly		Weekly		Hourly	Weekly					
1	\$ 18,53	\$	741,33	\$	18,86	\$	754,31				
2	\$ 19,86	\$	794,52	\$	20,21	\$	808,42				
3	\$ 21,98	\$	879,09	\$	22,36	\$	894,47				
4	\$ 23,30	\$	932,16	\$	23,71	\$	948,47				
5	\$ 24,74	\$	989,66	\$	25,17	\$	1 006,98				
6	\$ 26,88	\$	1 075,01	\$	27,35	\$	1 093,82				
7	\$ 28,32	\$	1 132,98	\$	28,82	\$	1 152,81				
8	\$ 30,33	\$	1 213,37	\$	30,87	\$	1 234,60				
9	\$ 32,00	\$	1 279,84	\$	32,56	\$	1 302,24				
10	 35,04	\$	1 401,41	\$	35,65	\$	1 425,94				
11	\$ 36,82	\$	1 472,62	\$	37,46	\$	1 498,39				

- 3 -

### <u>Craft and Services Employees – Class IA</u>

### **WAGE SCHEDULE 1**

### **Weekly and Hourly Rates**

		Wage Sch	nedu	ile 1A		Wage Sci	nedu	ıle 1A				
	De	cember 1,	201	4 (2.00%)	December 1, 2015 (2.00%)							
Step	H	ourly		Weekly		Hourly	Weekly					
1	\$	19,23	\$	769,39	\$	19,62	\$	784,78				
2	\$	20,61	\$	824,59	\$	21,03	\$	841,08				
3	\$	22,81	\$	912,36	\$	23,27	\$	930,61				
4	\$	24,19	\$	967,44	\$	24,67	\$	986,79				
5	\$	25,68	\$	1 027,12	\$	26,19	\$	1 047,66				
6	\$	27,89	\$	1 115,70	\$	28,45	\$	1 138,01				
7	\$	29,40	\$	1 175,87	\$	29,98	\$	1 199,38				
8	\$	31,48	\$	1 259,30	\$	32,11	\$	1 284,48				
9	\$	33,21	\$	1 328,28	\$	33,87	\$	1 354,85				
10	\$	36,36	\$	1 454,46	\$	37,09	\$	1 483,54				
11	\$	38,21	\$	1 528,35	\$	38,97	\$	1 558,92				

- 4 -

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### Craft and Services Employees – Class II & III WAGE SCHEDULE 2 Weekly and Hourly Rates

	Wage So	hed	lule 2	Wage Schedule 2							
	 At Ratifica	tion	(1.5%)	December 1, 2013 (1.75%)							
Step	Hourly		Weekly		Hourly		Weekly				
1	\$ 16,63	\$	665,00	\$	16,92	\$	676,64				
2	\$ 17,82	\$	712,71	\$	18,13	\$	725,18				
3	\$ 19,71	\$	788,55	\$	20,06	\$	802,35				
4	\$ 20,91	\$	836,21	\$	21,27	\$	850,85				
5	\$ 22,19	\$	887,78	\$	22,58	\$	903,31				
6	\$ 24,11	\$	964,33	\$	24,53	\$	981,20				
7	\$ 25,41	\$	1 016,34	\$	25,85	\$	1 034,12				
*8	\$ 27,08	\$	1 083,33	\$	27,56	\$	1 102,29				
9	\$ 28,51	\$	1 140,43	\$	29,01	\$	1 160,38				
10	\$ 31,17	\$	1 246,92	\$	31,72	\$	1 268,74				

### Maximum Rate:

- 5 -

<sup>\*</sup> Class III

### Craft and Services Employees – Class II & III WAGE SCHEDULE 2 Weekly and Hourly Rates

		Wage Sc	hed	ule 2	Wage Schedule 2							
	De	cember 1,	201	4 (2.00%)	December 1, 2015 (2.00%)							
Step	+	lourly	Weekly			Hourly		Weekly				
1	\$	17,25	\$	690,17	\$	17,60	\$	703,98				
2	\$	18,49	\$	739,69	\$	18,86	\$	754,48				
3	\$	20,46	\$	818,40	\$	20,87	\$	834,77				
4	\$	21,70	\$	867,87	\$	22,13	\$	885,22				
5	\$	23,03	\$	921,38	\$	23,50	\$	939,81				
6	\$	25,02	\$	1 000,83	\$	25,52	\$	1 020,84				
7	\$	26,37	\$	1 054,81	\$	26,90	\$	1 075,90				
*8	\$	28,11	\$	1 124,33	\$	28,67	\$	1 146,82				
9	\$	29,59	\$	1 183,59	\$	30,18	\$	1 207,26				
10	\$	32,35	\$	1 294,11	\$	33,00	\$	1 320,00				

### **Maximum Rate:**

- 6 -

<sup>\*</sup> Class III

### Craft and Services Employees WAGE SCHEDULE 3 Weekly and Hourly Rates

	Wage Sc	hec	lule 3	Wage Schedule 3							
	At Ratifica	tion	(1.5%)	December 1, 2013 (1.75%)							
Step	Hourly		Weekly		Hourly	Weekly					
1	\$ 16,70	\$	668,02	\$	16,99	\$	679,71				
2	\$ 17,71	\$	708,41	\$	18,02	\$	720,81				
3	\$ 19,81	\$	792,43	\$	20,16	\$	806,30				
4	\$ 21,09	\$	843,61	\$	21,46	\$	858,38				
5	\$ 23,31	\$	932,27	\$	23,71	\$	948,58				
6	\$ 25,21	\$	1 008,37	\$	25,65	\$	1 026,02				
7	\$ 25,75	\$	1 030,18	\$	26,21	\$	1 048,21				
8	\$ 26,77	\$	1 070,94	\$	27,24	\$	1 089,69				
9	\$ 28,16	\$	1 126,44	\$	28,65	\$	1 146,15				
10	\$ 29,65	\$	1 185,85	\$	30,17	\$	1 206,61				
*11	\$ 32,84	\$	1 313,63	\$	33,42	\$	1 336,62				

#### **Maximum Rate:**

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<sup>\*</sup> Hazardous Material Coordinator

### Craft and Services Employees WAGE SCHEDULE 3 Weekly and Hourly Rates

		Wage Sc	hed	ule 3		Wage So	hed	ule 3			
	De	cember 1,	201	4 (2.00%)	December 1, 2015 (2.00%)						
Step	ŀ	lourly		Weekly		Hourly		Weekly			
1	\$	17,33	\$	693,30	\$	17,68	\$	707,17			
2	\$	18,38	\$	735,23	\$	18,75	\$	749,93			
3	\$	20,56	\$	822,42	\$	20,97	\$	838,87			
4	\$	21,89	\$	875,55	\$	22,33	\$	893,06			
5	\$	24,19	\$	967,56	\$	24,67	\$	986,91			
6	\$	26,16	\$	1 046,54	\$	26,69	\$	1 067,47			
7	\$	26,73	<del>\$\$</del>	1 069,18	\$	27,26	\$	1 090,56			
8	\$	27,79	\$	1 111,48	\$	28,34	\$	1 133,71			
9	\$	29,23	\$	1 169,07	\$	29,81	\$	1 192,46			
10	\$	30,77	\$	1 230,74	\$	31,38	\$	1 255,35			
*11	\$	34,08	\$	1 363,35	\$	34,77	\$	1 390,62			

#### **Maximum Rate:**

- 8 -

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<sup>\*</sup> Hazardous Material Coordinator

Applies to all Regular employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company on November 30, 2012

### **FAMILIES**

**WAGE** 

(ii) Data

(iii) Radio/Video

(iv) High-Tech Specialist

#### WAGE **SCHEDULES SCHEDULES** 1. Installation & Repair 3. Cable Repair 1 \* Business Technician I Cable Repair Technician 2 **Business Technician II** 1 Combination 4. Miscellaneous Technician 2 Installation-Repair Technician II 3 Hazardous Material 2 Network Technician II Coordinator 1 Apprentice Technician 2. Central Office 5. Facility 1 \* Central Office 2 Facility Technician Technician I 2 **Central Office** Technician II 1 Senior Facility Technician 2 Central Office Technician III 1 Combination Technician 1 Craft Technician 2 Network Technician II 1 Apprentice Technician Notes: \* Functional Preferences **Business Technician I** Central Office Technician I (i) Voice (i) Switch Maintenance

(iii) Data

(iv) Radio/Video

(v) High-Tech Specialist

(ii) Transport Network Maintenance

### SUMMER PERIOD (Article 21)

<u>YEAR</u>	<u>START</u>	<u>END</u>
2013	June 9, 2013	September 21, 2013
2014	June 8, 2014	September 20, 2014
2015	June 7, 2015	September 26, 2015
2016	June 5, 2016	September 24, 2016

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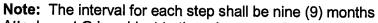
Applies to all Regular Term or Temporary employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company on November 30, 2012 and to all employees hired, rehired, reclassified to a Regular status or placed into the bargaining unit on or after December 1, 2012

<u>Title</u>	<u>Schedule</u>
Technician – Specialist	Α
Technician – Advanced	В
Technician – Generalist	С

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Applies to all Regular Term or Temporary employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company on November 30, 2012 and to all employees hired, reclassified to a Regular status or placed into the bargaining unit on or after December 1, 2012

			A				В				C			
		Spec	cialis	st	Advanced					Generalist				
<u> </u>						At Ratifica	tion	(1.5%)						
Step	Hourly Weekly			Hourly Weekly Hourly Weekly				Weekly		Hourly	Weekly			
1			Market & section						\$	18,53	\$	741,33		
2			of property of		\$	19,86	\$	794,52	\$	19,86	\$	794,52		
3	\$	21,98	\$	879,06	\$	21,98	\$	879,06	\$	21,98	\$	879,06		
4	\$	23,30	\$	932,16	\$	23,30	\$	932,16	\$	23,30	\$	932,16		
5	\$	24,74	\$	989,66	\$	24,74	\$	989,66		<u> </u>		· · · · · · · · · · · · · · · · · · ·		
6	\$	26,88	\$	1 075,01	\$	26,88	\$	1 075,01	AV IV Complete	100 * 1 * 100 10 * 1 * 1 * 1 * 100 100 * 100 100	· · · · · · · · · · · · · · · · · · ·	THE TOTAL		
7	\$	28,32	\$	1 132,98	\$	28,32	\$	1 132,98	tenn vist	رواد المساور والمتحدد المتحدد	- 1166.	. The extreme actions of		
8	\$	30,19	\$	1 207,65	\$	30,19	\$	1 207,65	ASSESS SHATTER TO	mit viditide — i vidias dunida — — — — — — — — — — — — — — — — — — —				
9	\$	31,78	\$	1 271,30					ı	•				
*10	\$	34,75	\$	1 390,04										



Attachment G is subject to the rules governing Article 17 in its entirety, taking into account the necessary adjustments.

\*The employee's next progression increase shall be equivalent to step 11 of Wage Schedule 1 of Attachment C.



Applies to all Regular Term or Temporary employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company on November 30, 2012 and to all employees hired, reclassified to a Regular status or placed into the bargaining unit on or after December 1, 2012

			A				В				C	· · · · · · · · · · · · · · · · · · ·
		Spec	ialis	st		Adva	d	Generalist				
Step	Step Hourly				ŀ	lourly		Weekly	Hourly		V	Veekly
	December 1, 2013 (1.75%)											
1	· · · · · · · · · · · · · · · · · · ·						and the second s		\$	18,86	\$	754,31
2			000 to 000p James		\$	20,21	\$	808,42	\$	20,21	\$	808,42
3	\$	22,36	\$	894,45	\$	22,36	\$	894,45	\$	22,36	\$	894,45
4	\$	23,71	\$	948,47	\$	23,71	\$	948,47	\$	23,71	\$	948,47
5	\$	25,17	\$	1 006,98	\$	25,17	\$	1 006,98				
6	\$	27,35	\$	1 093,82	\$	27,35	\$	1 093,82	Pariting of the section of the secti	······································	· · · · . 12990. (Aug. ) . (2) 8	BY does not also members on the party of the
7	\$	28,82	\$	1 152,81	\$	28,82	\$	1 152,81	de control o magazina, con	1996 a 1996 agus - Perron Servey - <mark>Jack Lab</mark> ert Labor e de	er o a communicación de los	PROCESS OF THE PROPERTY AND ADDRESS.
8	\$	30,72	\$	1 228,78	\$	30,72	\$	1 228,78	<b>N</b> EPPerson (1877) year or a gardenia	e tata atawa ng <del>maga</del> nasa amgkandaya ng paga pagang maganas	era ( ) essentiation de la constantiation de la constantiation de la constantiation de la constantiation de la	edako ( ) yayan in manayami katala ( ) atala
9	\$	32,34	\$	1 293,54					I	i		
*10	\$	35,36	\$	1 414,37								

Note: The interval for each step shall be nine (9) months

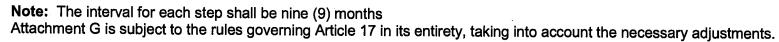
Attachment G is subject to the rules governing Article 17 in its entirety, taking into account the necessary adjustments.

\*The employee's next progression increase shall be equivalent to step 11 of Wage Schedule 1 of Attachment C.



Applies to all Regular Term or Temporary employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company on November 30, 2012 and to all employees hired, reclassified to a Regular status or placed into the bargaining unit on or after December 1, 2012

			A				В				C		
		Spec	ialis	st	Advanced					Generalist			
					[	December 1,	201	4 (2.00%)		-			
Step	Hourly Weekly					Hourly		Weekly		Hourly		Weekly	
1	1		After a surface ()				Appropriate and		\$	19,23	\$	769,39	
2			age of a		\$	20,61	\$	824,59	\$	20,61	\$	824,59	
3	\$	- 22,81	\$	912,34	\$	22,81	\$	912,34	\$	22,81	\$	912,34	
4	\$	24,19	\$	967,44	\$	24,19	\$	967,44	\$	24,19	\$	967,44	
5	\$\$	25,68	\$	1 027,12	\$	25,68	\$	1 027,12				<u> </u>	
6	\$	27,89	\$	1 115,70	\$	27,89	\$	1 115,70		The Theory and consideration reggins, yet and $\chi_{ij}$ is already	. · · PRINTER AT ILL.	стопо тек т. 1526. 23 Месйе, в нашен теку у г., гив.,	
7	\$	29,40	\$	1 175,87	\$	29,40	\$	1 175,87	Carlo company	er er efters, mis er i skulder til det ette er er skulde til de ette er er er	THE RESERVE	or Alexander (1995), Paris Commissioner (1993)	
8	\$	31,33	\$	1 253,36	\$	31,33	\$	1 253,36	in Prompting Co.	e i Mariero e la ma <b>e mar</b> iga <sub>ti</sub> a acceder c <sub>enten</sub> a e e e e en			
9	\$	32,99	\$	1 319,41					1	٦			
*10	\$	36,07	\$	1 442,65									



\*The employee's next progression increase shall be equivalent to step 11 of Wage Schedule 1 of Attachment C.



Applies to all Regular Term or Temporary employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company on November 30, 2012 and to all employees hired, reclassified to a Regular status or placed into the bargaining unit on or after December 1, 2012

			A				В			(	C			
		Spec	ialis	st	Advanced					Generalist				
			December 1, 2015 (2.00%)											
Step	Hourly Weekly					Hourly		Weekly		Hourly	,	Weekly		
1.		- Market Farmer	THEOREGISA				by Carolinana a		\$	19,62	\$	784,78		
2					\$	21,03	\$	841,08	\$	21,03	\$	841,08		
3	\$	23,26	\$	930,58	\$	23,26	\$	930,58	\$	23,26	\$	930,58		
4	\$	24,67	\$	986,79	\$	24,67	\$	986,79	\$	24,67	\$	986,79		
5	\$	26,19	\$	1 047,66	\$	26,19	\$	1 047,66						
6	\$	28,45	\$	1 138,01	\$	28,45	\$	1 138,01			,	- War		
7	\$	29,98	\$	1 199,38	\$	29,98	\$	1 199,38	///am	an ann an Chairm - mailleann an Thair - ann gaire an aigige a'	en errenn nær 🔑 ne	e dali como de coloniero e e e e e e e e e e e e e e e e e e		
8	\$	31,96	\$	1 278,42	\$	31,96	\$	1 278,42	eda 11 da 1 maren	n nin Pennin Pennin II. II. II. weeringerenggeren		erander i i i i i i i i i i i i i i i i i i i		
9	\$	33,65	\$	1 345,80					1	•				
*10	\$	36,79	\$	1 471,51										



**Note:** The interval for each step shall be nine (9) months
Attachment G is subject to the rules governing Article 17 in its entirety, taking into account the necessary adjustments.

<sup>\*</sup>The employee's next progression increase shall be equivalent to step 11 of Wage Schedule 1 of Attachment C.

## JOINT LABOUR RELATIONS COMMITTEE MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

### **AND**

## COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA REPRESENTING CRAFT AND SERVICES EMPLOYEES

The parties agree as follows:

- The parties agree to establish one (1) Joint Labour Relations Committee per province consisting of four (4) Company representatives (including the Chief Negotiator or his delegate) and four (4) Union representatives (including one (1) National Representative). It is understood that the Union's bargaining committee members shall be representatives on the Joint Labour Relations Committee.
- 2. The mandate of each provincial Committee is to, first and foremost, foster and improve relationships between the Company and the Union, and to discuss and make recommendations as it deems necessary on:
  - (a) the administration of Articles 22 and 24, and succession planning;
  - (b) the various methods and standardized questionnaires used in determining the potential, the aptitude and the attitude of an employee wishing to be considered for a job posting;
  - review trends of grievances or issues that may arise from time to time;
     without authority over grievances that are currently in the grievance process;
  - (d) the 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, and;
  - (e) scheduling and operational areas of improvement.
- 3. Other topics may be brought forth for discussion by mutual agreement of the parties.
- 4. 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.
- 5. Each provincial Joint Labour Relations Committee shall set its own schedule of meetings but both Committees shall jointly meet at least twice (2) a year, once (1) before June 30 and once (1) before December 31 of each year.

6.	Reasonable expenses incurred necessary for their work on the Coaccording to its practices.	by the employee representatives, which are mmittee, shall be reimbursed by the Company,
Sign	ed at Ottawa this <b>and</b> .	
	FOR THE COMPANY	FOR THE UNION
	Steve Desgagné	Sean Howes

#### **DELETE**

## 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.

### DELETE

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE COMPANY

FOR THE UNION

Raynald Wilson

**Richard Chaumont** 

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# DSL TEST CENTRE MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

### <u>AND</u>

## COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA REPRESENTING CRAFT AND SERVICES EMPLOYEES

### This is to confirm the following:

- 1. Where possible, according to the Company, given the number of employees available, their qualifications and their seniority, a Regular Part-Time employee of the DSL Test Centre department may be moved, with due consideration to seniority, to the same or another district in application of subsection 22.14 (g) paragraph (i).
- 2. When a permanent relocation is arranged as a result of the application of these provisions, 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.
- 3. To be moved under these provisions, an employee must:
  - (a) meet job requirements and/or not be subject to a performance improvement plan, and;
  - (b) must be qualified to perform the required work within such period of time as may be reasonably required.

### **Reclassifications to Regular Full-Time**

- 4. The Company shall reclassify one (1) Regular Part-Time employee in the DSL Test Centre department to a Regular Full-Time status for each Regular Full-Time employee of the department that retires or that leaves the department to replace a Regular Full-Time employee of another district that retires no later than December 31, 2015 under the terms of the Retirement Incentive Offer. It is understood and agreed that these reclassifications do not constitute "job openings" as defined in the Collective Agreement. All reclassifications done under this agreement shall take place in the employee's current job and at his current work location.
- 5. To be reclassified under these provisions, the employee must meet job requirements and/or not be subject to a performance improvement plan.

#### General

- 6. This Memorandum of Agreement shall be in force until December 31, 2015.
- 7. This Memorandum of Agreement is not an integral part of the Collective Agreement, is not arbitrable, and may not be used as a precedent in any other file involving the parties hereto.
- 8. Any disagreement under the terms of this Memorandum of Agreement may be brought to the Joint Labour Relations Committee for discussion.

Signed at Ottawa this (date).

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

Sean Howes

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## FACILITY TECHNICIANS AND SENIOR FACILITY TECHNICIANS MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

### <u>AND</u>

## COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA REPRESENTING CRAFT AND SERVICES EMPLOYEES

The parties have agreed as follows:

- 1. Facility technicians and Senior Facility technicians are formally integrated in the Collective Agreement.
- 2. Employees integrated on or before November 30, 2012 shall be covered by the provisions of Article 11 and paid in accordance with the provisions of Attachment C of the Collective Agreement.
- 3. This Memorandum of Agreement is not an integral part of the Collective Agreement, is not arbitrable, and may not be used as a precedent in any other file involving the parties hereto.

Signed at Ottawa this (date).

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

Sean Howes

# FORCE ADJUSTMENT MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA AND

## COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA REPRESENTING CRAFT AND SERVICES EMPLOYEES

Whereas this Memorandum of Agreement applies to all Regular employees hired, rehired, reclassified to a Regular status or placed into the bargaining unit on or after December 1<sup>st</sup> 2012;

Whereas the parties recognize and accept that the Company's ability to manage its workforce is an essential element to the success of the Company and that this is part of its management rights;

Whereas the parties recognize and accept that the Company has complete discretion to determine when reduction in the number of Regular employees is advised;

Notwithstanding the provisions of Article 11, Article 16 and subsection 27.05 (b) of the Collective Agreement, the parties have agreed as follows:

### **Force Adjustment**

- 1. 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:
  - (1) The Company shall notify the Union of its intention to surplus Regular employees and identify the affected position within a family and district and headquarters, and the number of Regular employee reductions to be made.
  - (2) The Company and the Union shall meet within ten (10) days of the notification to surplus Regular employees to discuss alternatives to force adjustment such as part-timing, surplus declarations, repatriation of work, or a combination of alternatives. In the event that an alternate force adjustment plan cannot be reached to the satisfaction of both parties, the Company will proceed with any necessary reductions of Regular employees in its complete discretion.

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### **Surplus Declaration**

- 2. The Company shall terminate the employment of Regular Term and Temporary employee(s) of the affected position(s) within a family and district and headquarters where a force adjustment is warranted prior to the termination or lay-off of any Regular employee(s).
- 3. The most junior Regular employee(s) of the affected position (e.g. CO frame, Cable Air Desk Analyst and Design, DMS translation, etc.) within a family and district and headquarters will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.
- 4. A Regular employee identified as surplus may elect to accept:
  - (a) lay-off with recall rights and lay-off allowance for a period of up to 52 weeks in accordance with the provisions of paragraphs 6 to 16 inclusive of this Memorandum of Agreement, on the condition that the employee has one (1) or more completed years of net credited service;
  - (b) termination of employment with lump sum calculated in accordance with the provisions of paragraph 18 of this Memorandum of Agreement, or:
  - (c) displacement of the most junior Regular employee in the affected family and district and headquarters in accordance with the provisions of paragraphs 19 to 21 inclusive of this Memorandum of Agreement.
- 5. (a) A Regular employee identified as surplus shall inform the Company of his choice as outlined in paragraphs 4 of this Memorandum of Agreement within ten (10) days of the surplus notification.
  - (b) A Regular employee who fails to respond within ten (10) days of the surplus notification shall be deemed to have accepted termination of employment with lump sum calculated in accordance with the provisions of paragraph 18 of this Memorandum of Agreement.

### **Lay-Off Allowance**

6. A Regular employee identified as surplus and electing to accept a lay-off with recall rights and lay-off allowance for a period of up to 52 weeks pursuant to paragraphs 4 (a) of this Memorandum of Agreement shall be entitled to the following total lay-off allowance:

#### **Total Lay-Off** on Date of Lay-Off Allowance 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

**Net Credited Service** 

Three (3) weeks additional pay for each full year of service as of 15 years of net credited service.

- Lay-off allowance payments shall be based on the employee's weekly basic rate of pay in 7. effect on the date of lay-off and made on a biweekly basis.
- 8. (a) The lay-off allowance plan becomes operative at the time the employee applies 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 basic rate of pay on the date of the lay-off in the case of a Regular Full-Time employee, and to 90% of the average basic rate of pay in the four pay periods preceding the date of the lay-off in the case of a Regular Part-Time employee, less Employment Insurance benefits entitlement, any earnings from other employment and statutory deductions and, subject to the maximum weekly earnings provided for under the Employment Insurance Act and Regulations.
- Entitlement to the lay-off allowance and the recall procedure as described in paragraphs 9. 12 to 16 of the Memorandum of Agreement will cease as follows:
  - (a) when the lay-off allowance entitlement is used up, or:
  - (b) when the employee reports for work subsequent to recall, or;

- (c) when the employee fails to report for work after recall, or;
- (d) when the employee has not been recalled to work within 52 weeks of the date of lay-off, or;
- (e) when the employee is disentitled or disqualified from Employment Insurance benefits, or;
- (f) when the employee obtains other employment, or;
- (g) if the employee resigns.
- 10. An employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to paragraph 6 of this Memorandum of Agreement based on his overall net credited service after deducting the lay-off allowance he received during his previous lay-off.
- 11. The Company agrees to treat the first 30 days of a 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 in the Comprehensive Medical Expense, Vision Care and Dental Plans:
  - (c) participation in the optional life and accident insurance plans, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

#### **Recall Procedure**

- 12. (a) A Regular employee identified as surplus and electing to accept a lay-off with recall rights and lay-off allowance for a period of up to 52 weeks pursuant to paragraphs 4 (a) of this Memorandum of Agreement shall be listed on a recall list within the affected district and headquarters.
  - (b) Notwithstanding the provisions of Article 24 of the Collective Agreement, where a job posting is to be made within the affected district and headquarters and a recall is warranted, eligible qualified employees, as determined by the Company, shall be recalled in inverse order of lay-off provided they are immediately able to perform the work available.
  - (c) When an employee accepts a recall, he shall not be eligible to travel time and expenses as provided under Article 23 of the Collective Agreement.
- 13. It is the responsibility of a laid-off employee who desires to be recalled to keep the

- Company informed of his correct home and email addresses, and to advise the Company within ten (10) days of the date of recall as to his acceptance.
- 14. The Company may assume that failure on the part of any laid-off employee to notify the Company within ten (10) days of the date of the offer of recall concerning his acceptance of the offer, 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.
- 15. The date of mailing of a registered letter to the employee's last address as shown on Company record shall be the date of offer of recall.
- 16. (a) A laid-off employee who has not been recalled to work within 52 weeks of the date he was laid-off shall be deemed terminated from the employ of the Company.
  - (b) In the determination of the period of lay-off in paragraph 6 of this Memorandum of Agreement, an employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall not be considered to have interrupted the continuity of the lay-off, however, the period of re-employment shall not be included as forming part of the period of lay-off. It is understood that, until he has completed 52 weeks of continuous service after the date of return to work, a recalled employee is subject to direct lay-off and shall not have access to a separation package set out in paragraph 4 (b) of this Memorandum of Agreement.

### **Information Lists**

17. The Company agrees to provide the Union with lists of laid-off employees by position within an occupation in a district and headquarters indicating, for each employee, the date of lay-off, the net credited service date, and his original reporting centre.

### **Termination Lump Sum**

18. A Regular employee identified as surplus and who elects to accept termination of employment with lump sum pursuant to paragraphs 4 (b) of this Memorandum of Agreement shall be paid 0.5 months' pay per completed year of service at his basic monthly rate for a minimum of three (3) months up to a maximum of twelve (12) months.

### **Displacement Procedure**

19. (a) A Regular employee identified as surplus and who elects to displace pursuant to paragraph 4 (c) of this Memorandum of Agreement may attempt to displace the most junior Regular employee of the affected family and district and headquarters provided he, according to the Company, is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than fourteen (14) days refresher training, in the following order:

- (i) By displacing the most junior employee in the same occupation in the same family and district and headquarters, or;
- (ii) By displacing the most junior employee in another occupation in the same family and district and headquarters.
- (b) When a displacement occurs following the application of paragraph 19 (a) of this Memorandum of Agreement, the displacing employee shall assume the status and working conditions of the displaced employee and shall not be eligible to travel time and expenses as provided under Article 23 of the Collective Agreement.
- 20. A Regular employee identified as surplus who is unsuccessful in displacing a more junior Regular employee pursuant to paragraph 19 of this Memorandum of Agreement must select one of the remaining options outlined in paragraph 4 (a) or (b).
- 21. A displaced employee following the application of paragraph 19 of this Memorandum of Agreement shall become surplus and must select one of the options outlined in paragraph 4 (a), (b) or (c).

#### General

- 22. This Memorandum of Agreement applies to all Regular employees hired, rehired, reclassified to a Regular status or placed into the bargaining unit on or after December 1<sup>st</sup> 2012.
- 23. For purposes of subsections 4.03 (b), 9.01 (b), 22.04 and 22.14 (b) of the Collective Agreement, the expression « Article 11 » must be understood to refer to this Memorandum of Agreement, when applicable.

Signed at Ottawa this day of	2012.
FOR THE COMPANY	FOR THE UNION
Steve Desgagné	Sean Howes

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#### DELETE

### 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:

- 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.

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- 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

Richard Chaumont

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### POSITION ADVISORY COMMITTEE MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

#### **AND**

### COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA REPRESENTING CRAFT AND SERVICES EMPLOYEES

### The parties agree as follows:

- 1. The parties agree to the establishment of a Position Advisory Committee consisting of five (5) Company and five (5) Union representatives (two (2) from Ontario, two (2) from Québec and one (1) National Representative).
- 2. The mandate of the Committee is, by using the Hay Method™, to submit recommendations to the Company on the results of the positions evaluation exercise performed by the Company, where applicable.
- 3. The Committee shall also review the families for the purpose of the Memorandum of Agreement Force Adjustment.
- 4. The Committee shall finish its work and submit its recommendations to the Company by June 1, 2013 at the latest.
- 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.
- 6. Notwithstanding the provisions of paragraphs 1 to 4 inclusive of this Memorandum of Agreement, the results of the position evaluation exercise performed by the Company shall be effective December 1, 2012.

FOR THE UNION

Steve Desgagné

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Sean Howes

### REGULAR EMPLOYEES HIRED BEFORE DECEMBER 1, 2012

### (FORCE ADJUSTMENT)

### MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

**AND** 

## COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA REPRESENTING CRAFT AND SERVICES EMPLOYEES

The parties agree as follows:

Any Regular employee hired before December 1, 2012 will remain covered by the current provisions of Article 11 for as long as he remains an employee of the Company.

Signed at Ottawa this (date).

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

**Sean Howes** 

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### REGULAR EMPLOYEES HIRED BEFORE DECEMBER 1, 2012 (WAGE 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:

Any Regular employee hired before December 1, 2012 will remain covered by Attachment C of the Collective Agreement for as long as he remains an employee of the Company.

Signed at Ottawa this (date).

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

Sean Howes

& A

### 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 with the exception of paid Holidays, Christmas Eve or New Year's Eve where he will receive compensation at the rate of two hours at his basic rate of pay. 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 18.04 (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

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

Sean Howes

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# TEMPORARY AND REGULAR TERM EMPLOYEES WHO WERE ON THE PAYROLL OF THE COMPANY AS OF DECEMBER 1, 2012 MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

### <u>AND</u>

### COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA REPRESENTING CRAFT AND SERVICES EMPLOYEES

The parties have agreed as follows:

- 1. Temporary employees who were on the payroll of the Company as of December 1, 2012 shall be:
  - (a) reassigned to their new occupation as provided for in Attachment A of the Collective Agreement, but;
  - (b) paid in accordance with the provisions of Attachment C of the Collective Agreement; until terminated or when the employee resigns.
- 2. Temporary employees who were on the payroll of the Company as of December 1, 2012 and reclassified in accordance with the provisions of subsection 9.01 (c) of the Collective Agreement shall be:
  - (a) covered by the provisions of the Memorandum of Agreement Force Adjustment, and;
  - (b) paid in accordance with the provisions of Attachment G of the Collective Agreement but will see their hourly rate "Red Circled" in accordance with Company practices.
- 3. Temporary employees who were on the payroll of the Company as of December 1, 2012 and rehired in accordance with the provisions of section 9.03 of the Collective Agreement shall be:
  - (a) be covered by the provisions of the Memorandum of Agreement Force Adjustment, and;
  - (b) be paid in accordance with the provisions of Attachment G of the Collective Agreement.

- 4. Regular Term employees assigned to the line conditioning project, who were on the payroll of the Company as of December 1, 2012 and who are not reclassified by application of this Memorandum of Agreement shall be:
  - (a) reassigned to their new occupation as provided for in Attachment A of the Collective Agreement, but;
  - (b) paid in accordance with the terms and conditions of their employment contract; until terminated or when the employee resigns.
- 5. Notwithstanding the provisions of subsection 9.01 (b) of the Collective Agreement, the Company may extend the employment period of Regular Term employees identified in paragraph 4 for a duration of up to 12 months. It is understood and agreed that such employees will remain Regular Term employees and paid in accordance with the terms and conditions of their original employment contract. A copy of the document confirming the extension shall be provided to the Union Steward as soon thereafter as possible.
- 6. Regular Term employees identified in paragraph 4 and reclassified in accordance with the provisions of subsection 9.01 (b) of the Collective Agreement shall be:
  - (a) covered by the provisions of the Memorandum of Agreement Force Adjustment, and;
  - (b) paid in accordance with the provisions of Attachment G of the Collective Agreement but will see their hourly rate "Red Circled" in accordance with Company practices.
- 7. Regular Term employees who were on the payroll of the Company as of December 1, 2012 and who occupy, according to Company records, a Business Technician or a Cable Repair Technician occupation, excluding any apprentice designation, shall be:
  - (a) reclassified to Regular Part-Time, and;
  - (b) covered by the provisions of the Memorandum of Agreement Force Adjustment, and;
  - (c) reassigned to their new occupation as provided for in Attachment A of the Collective Agreement, but;
  - (d) paid in accordance with the provisions of Attachment C of the Collective Agreement.
- 8. The Company will proceed to reclassify, with due consideration to seniority, 17 Regular Term employees assigned to the line conditioning project, who were on the payroll of the Company as of December 1, 2012 and who, according to company records, are designated as apprentice provided that the employees:

- (a) meet job requirements and/or not subject to a performance improvement plan, and;
- (b) are qualified to perform the required work within such period of time as may be reasonably required.
- 9. It is understood and agreed that these reclassifications do not constitute "job openings" as defined in the Collective Agreement. All reclassifications done under this agreement shall take place in the employee's current job and at his current work location.
- 10. To be reclassified under these provisions, the employee must meet job requirements and/or not be subject to a performance improvement plan.
- 11. Employee reclassifications will commence as soon as possible after the signature of the Collective Agreement and must be completed no later than three months following the signature of the Collective Agreement.
- 12. It is understood and agreed that all employees reclassified to a Regular status in accordance with these provisions or subsequently shall be covered by the provisions of the Memorandum of Agreement Force Adjustment.
- 13. It is understood that any grievance and/or request for arbitration and/or arbitration proceedings underway, involving the aforementioned employees shall be considered settled and shall be withdrawn within five (5) working days following the signature of the Collective Agreement.
- 14. This Memorandum of Agreement is not an integral part of the Collective Agreement, is not arbitrable, and may not be used as a precedent in any other file involving the parties hereto.

FOR THE UNION

Steve Desgagné Sean Howes

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# TRANSFERS AND REASSIGNMENTS OF EMPLOYEES WITH 25 YEARS OR MORE OF SERVICE 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. Where possible according to the Company, given the number of employees available, their qualifications and their seniority, an employee with 25 years or more of service shall not be permanently transferred or reassigned in application of section 22.08 or subsection 22.13 (a).

Signed at Ottawa this



FOR THE COMPANY

FOR THE UNION

Steve Desgagné

Sean Howes

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# WACATION FOR THE CALENDAR YEAR OF RETIREMENT 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:

Notwithstanding the provisions of section 21.06 of the Collective Agreement, an employee who elects to retire under the Bell Canada's Pension Plan shall be entitled to his full vacation for the calendar year of his retirement if:

- (a) the retiring employee has been physically at work for at least 21 business days in the calendar year of his retirement, or;
- (b) the employee is in receipt of sickness or accident disability benefits for at least 21 business days in the calendar year of his retirement and retires following the expiration of sickness or accident disability benefits, or;
- (c) the employee has been at work and in receipt of sickness or accident disability benefits for a minimum of 21 business days in the calendar year of his retirement.

However, if the total number of days for which the employee has been physically at work or in receipt of sickness or accident disability equals less than 21 business days in the calendar year of retirement, the employee shall be granted vacation in accordance with the provisions of section 21.21 of the Collective Agreement.

Steve Desgagné	Sean Howes
FOR THE COMPANY	FOR THE UNION
Signed at Ottawa this day of	2012.

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### REGULAR FULL-TIME OPPORTUNITIES MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

#### <u>AND</u>

### <u>COMMUNICATIONS, ENERGY AND PAPERWORKERS</u> <u>UNION OF CANADA</u>

### REPRESENTING CRAFT AND SERVICES EMPLOYEES

This is to confirm the following:

- 1. In light of the Retirement Incentive Offer, the Company and the Union agree to work together in a win-win manner in order to provide Regular Part-Time employees who were on the payroll of the Company on November 30, 2012 with the opportunity to become Regular Full-Time.
- 2. When a permanent relocation is arranged as a result of the application of these provisions, 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.
- 3. It is understood that Regular Part-Time employees who are provided with the opportunity to become Regular Full-Time, with due consideration to seniority, must:
  - (a) meet job requirements and/or not be subject to a performance improvement plan, and;
  - (b) must be 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.

#### General

- 4. This Memorandum of Agreement shall be in force until December 31, 2015.
- 5. This Memorandum of Agreement is not an integral part of the Collective Agreement, is not arbitrable, and may not be used as a precedent in any other file involving the parties hereto.
- 6. Any disagreement under the terms of this Memorandum of Agreement may be brought to the Joint Labour Relations Committee for discussion.

Signed at Ottawa this (date).

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

Sean Howes

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### RETIREMENT INCENTIVE OFFER 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. The Company will present a Retirement Incentive Offer to Craft and Services employees who are eligible for retirement on or before December 31, 2015.
- 2. To qualify for a Retirement Incentive Offer, an employee must be eligible for a pension and be at least 55 years old with 85 points (sum of age and years of service) on or before December 31, 2015.
- 3. The Retirement Incentive Offer for an employee eligible for retirement is equivalent to a lump sum payment equal to 12 months' base salary, less statutory deductions, and payable within 30 days of retirement.
- 4. For ease of reference, the table below illustrates the possible retirement dates depending on when an employee becomes eligible:

Eligible for Retirement	Retirement Date	
Already eligible or eligible in 2013	Must retire in 2013 at a mutually agreed retirement date with the Company	
Eligible in 2014	Must retire at the end of the month of eligibility in 2014	
Eligible in 2015	Must retire at the end of the month of eligibility in 2015	

- 5. Between January 28, 2013 and February 1, 2013, the Company will provide each eligible employee with a detailed, personalized information package on their pension and options.
- 6. Eligible employees will have from February 1, 2013 until April 5, 2013 to submit their completed Retirement Incentive Offer form. An employee who fails to respond on or before April 5, 2013 shall be deemed to have rejected the Retirement Incentive Offer.
- 7. The Company will have until June 2, 2013 to reach an agreement with the employee on the retirement date for those who are already eligible or eligible to retire in 2013. If there is no agreement, the employee will not be eligible to retire under the Retirement Incentive Offer.

- 8. Exceptions might require the Company to request a later retirement date for an employee eligible to retire under the Retirement Incentive Offer. If there is no agreement, the employee will not be eligible to retire under the Retirement Incentive Offer.
- 9. The Company will provide the Union and each eligible employee with more detailed guidelines related to the administration of this Memorandum of Agreement on or before January 28, 2013.

### **Replacement Ratio**

10. The Company shall have until December 31, 2016 to hire at least 50% of the total number of employees who retired under the Retirement Incentive Offer. It is understood that employees hired shall be Regular employees.

#### General

- 11. An eligible employee who elected to retire prior to the signature of the Tentative Agreement reached by the Company and the Union on November 28, 2012 and who is still employed by the Company may elect to withdraw and resubmit his application in accordance with the provisions of the Retirement Incentive Offer.
- 12. This Memorandum of Agreement is valid only if the Tentative Agreement reached by the Company and the Union on November 29, 2012 is ratified by the employees no later than December 31, 2012. In the event of rejection by the employees, this Memorandum of Agreement shall be null and void.
- 13. This Memorandum of Agreement is not an integral part of the Collective Agreement, is not arbitrable, and may not be used as a precedent in any other file involving the parties hereto.

Signed at Ottawa this (date).

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

Sean Howes

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#### DELETE

## LUMP SUM PAYMENT MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

### <u>AND</u>

### 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

Full	Part	
Time	Time	
\$ 500	\$ 400	

- 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

Richard Chaumont

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.

Steve Desgagné
Chief Negotiator
E: steve.desgagne@bell.ca
T: 514 786-4033
M: 514 233-0541



Sean Howes
National Representative
Communications, Energy and Paperworkers Union of Canada

Subject: Benefits Forum

Dear Mr. Howes:

The parties agree to the establishment of a Benefits Forum consisting of two (2) Company (one (1) from Labour Relations and one (1) from the Benefits team), one (1) Provider and two (2) Union representatives (one (1) from Ontario and one (1) from Québec) to discuss enhancements which could be made to the administrative processes surrounding benefits requests (such as Short Term Disability or medical reimbursements).

It is understood and agreed that this Forum shall not be used to discuss individual cases or to challenge a decision rendered by the Company's provider. However, individual cases may be used when providing examples of enhancements which could be made to the administrative processes, if the employee consents.

The Forum shall begin its work by no later than February 1, 2013 and set its own schedule and type of meetings.

Reasonable expenses incurred by the employee representatives, which are necessary for their work on the Forum, shall be reimbursed by the Company, according to its practices.

Sincerely,

Steve Desgagné Chief Negotiator

Steve Desgagné Chief Negotiator E: steve.desgagne@bell.ca T: 514 786-4033 M: 514 233-0541





Sean Howes
National Representative
Communications, Energy and Paperworkers Union of Canada

Subject: Four (4) Day Work Week

Dear Mr. Howes:

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. It is agreed that this approval will not be unreasonably withheld.
- Each employee affected must give 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 – Labour 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 – Labour Relations and an Officer of the Union, or their designates.

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- 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.
- Any disagreement under the terms of this letter may be brought to the joint Labour Relations committee for discussion.

Sincerely,

**Steve Desgagné**Chief Negotiator

Steve Desgagné Chief Negotiator E: steve.desgagne@bell.ca T: 514 786-4033 M: 514 233-0541



Sean Howes
National Representative
Communications, Energy and Paperworkers Union of Canada

Subject: 90/10 Seasonal Leave with Income Averaging

Dear Mr. Howes:

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 *two (2) weeks of vacation during* the summer period as described in Attachment F, 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 outside the summer period as described in Attachment F 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,

Steve Desgagné Chief Negotiator

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Steve Desgagné Chief Negotiator E: steve.desgagne@bell.ca T: 514 786-4033 M: 514 233-0541



Exhibit 17-2

Sean Howes
National Representative
Communications, Energy and Paperworkers Union of Canada

Subject: Preventing Violence in the Workplace Interviews

Dear Mr. Howes:

This is to confirm the following:

- When an employee is required to attend, as a respondent, an interview related to the alleged violation of the Company's Preventing Violence in the Workplace Policy, the employee shall be advised, in general terms (i.e. incident of alleged harassment), of the nature of the interview, prior to the meeting provided in paragraph 2 of this Letter of Intent.
- 2. A Local Union Representative shall be granted, immediately prior to the interview, a maximum of 15 minutes to confer with the employee whom he represents.
- 3. The Local Union Representative shall, unless the employee objects, be invited by management to attend the interview whenever an employee is interviewed, as a complainant or respondent, by a representative of the Company's Human Resources Department.
- 4. It is understood that the Local Union Representative shall attend the interview as observer to the process and not as participant. He shall be able to ask clarifying questions at the end of the meeting, but shall, in no way, disrupt the investigation process. During these interviews, Company and Local 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.

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### **Duration**

5. This Letter of Intent shall be in effect from the date of signing until November 30, 2016 inclusive. However, should there be, in the Company's opinion, disruptions to the investigation process, this Letter of Intent may be rescinded by the Company upon 30 days' notice to the Joint Labour Relations Committee.

Sincerely,

Steve Desgagné Chief Negotiator



Steve Desgagné
Chief Negotiator
E: steve.desgagne@bell.ca
T: 514 786-4033
M: 514 233-0541



Sean Howes
National Representative
Communications, Energy and Paperworkers Union of Canada

Subject: Week of vacation taken in days

Dear Mr. Howes:

This is to confirm the following:

An employee may choose to break up into individual days a maximum of one (1) week of vacation, per calendar year provided he notifies his manager prior to his yearly vacation selection of his decision to do so.

When selecting his annual vacation, the employee will then schedule his yearly vacation entitlement minus that one week.

The selection of single vacation days under the terms of this letter shall be done:

- a) after agreement with the Company;
- b) if openings are still available in the appropriate schedule;
- c) once the selection of vacation in weeks has been completed within the seniority unit, as stipulated in section 21.09 of the Collective Agreement, and;
- d) and in accordance with company practices.

It is understood that the selection of three (3) or more days in the same week by an employee constitutes a week of vacation as it pertains to Article 21 of the Collective Agreement.

In the event that days are requested by more employees than availability requirements allow, seniority shall prevail.

It is understood that single vacation days shall be scheduled in advance, after agreement with the Company and based on availability.

Sincerely,

Steve Desgagné Chief Negotiator



#### **REMOVE**

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,

Raynald Wilson

**Director – Industrial Relations** 

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