



## **Unifor-Expertech (Craft & Services) Negotiations**

### **Highlights of Tentative Collective Agreement**

*Union Committee Recommends Approval*

#### **Wages**

- 2% wage increase effective April 1, 2016.
- A lump sum of \$1500 payable one week after ratification with the option to deposit it directly to a Bell-administered RRSP account.
- 2 % wage increase effective April 1, 2017.
- 2 % wage increase effective April 1, 2018.
- 2 % wage increase effective April 1, 2019
- Expiry November 30, 2019.

#### **Job Security**

- Bell Canada cannot send contractors into any headquarters where there are Expertech technicians on layoff. Article 11 already prohibits Expertech from subcontracting its own work in those headquarters. This commitment is for the duration of this collective agreement and applies to current layoffs (i.e. Québec City) or future layoffs.

#### **Benefits**

- Sick pay at 100% of pay from day 2 to day 8 of absence. Day 1 remains at 75%.
- Dental Fee Schedule upgraded from one-year lag to current fee schedules
- Vision care upgraded from \$175 to \$200, every 2 years.
- Medical exam reimbursement for special license (article 26.07 upgraded from \$50 to \$75.



## **Upgrades of Class II Technicians**

- 40 Class II technicians (Splicer or COE) will be upgraded permanently to Class I. The 40 will be chosen by seniority as of the date of ratification.

## **Per Diems**

- Breakfast was \$9; will be \$12.
- Lunch was \$14; will be \$17
- Dinner was \$27; will be \$21.

The total of \$50 per day is unchanged. \$3 per week improvement for out of town.

## **RIO**

A retirement incentive offer on standard terms will be made available to employees who were eligible as of December 31, 2015. The application deadline will follow and most staff are expected to leave by April 30, 2016.

## **Premiums & Mileage**

Article 18 – off-normal tour differentials are improved in same manner as Bell Craft.

Article 23 (LOI) - Calculation of kilometres for the purpose of 23.04 (less than 72 km transfer) and 23.06 (more than 72 km) shall be based on the fastest Google route, not airline kilometres.

## **Working Conditions**

Article 9.02 (2) (b) –clarification regarding work location when a temporary employee confirmed as a permanent.

Article 18 (LOI) - An employee may choose to **start as early as 6 a.m.** with the consent of the employer and the union, and paid lunch/ off-normal tour differential do not apply.

**Article 18 (LOA) - Four day work week letter of agreements are adjusted to provide for 20 minute paid breaks and 3 consecutive days off.**

**Article 20 - Boxing Day holiday will be scheduled on the first scheduled work day following the observation of the Christmas Day holiday.**

**Technicians in Ontario can use their floater on Family Day unless operational requirements prevent it. The employer's agreement will not be unreasonably withheld.**

**Article 21 - Vacation picking shall be by job family (within a crew). The vacation clawback for employees leaving before June will be waived for employees who retire (this does not apply to the current RIO).**

**Banked time may be converted into vacation and picked after all regular vacation allotments are filled.**

**Article 22- Seniority rights for line technicians in temporary transfers will now apply after two weeks, reduced from three weeks. The calculation of kilometres for all purposes shall be by the fastest google route, not airline kilometres.**

**Article 24 - All postings shall be immediately company-wide, NST and lateral job postings are abolished.**

**MOA (Joint Labour Relations Committee) - a new union-management meeting will be held semi-annually at the corporate level, replacing the Local JLRCs. The union will be represented by the bargaining team. Locals may submit agenda items to the bargaining team.**

**Paid Education Leave - The company will contribute to the Unifor Paid Education Leave program.**

**MEMORANDUM of AGREEMENT between:**

Expertech Network Installation Inc.; hereinafter designated as the "Company"

and

UNIFOR representing the Craft and Services Employees; hereinafter designated as the "Union".

The above parties have agreed as follows:

1. The undersigned bargaining committee members representing respectively the Union and the Company commit to present to their principals and to their members for ratification the terms of settlement hereinafter which will constitute the future collective agreement between the parties.
2. The members of the bargaining committee representing the Union jointly undertake to recommend to its members the acceptance and ratification of the terms of settlement hereinafter which will constitute the future collective agreement between the parties
3. The terms of settlement shall consist of (i) the Collective Agreement signed **April 10, 2012**, as modified by the proposed provisions set out in Attachment A of this Memorandum, and (ii) the Letters of Intent agreed to by authorized representatives for both parties during the course of collective bargaining and which will be attached to the next Collective Agreement between the parties solely for information purposes.
4. The undersigned members of the Bargaining Committee for the Company, being duly authorized in the present negotiations with the Union, hereby undertake, on behalf of the Company, to sign a Collective Agreement in accordance with the above-cited terms of settlement, subject to and under the following reserves and conditions:
  - a) The proposed Agreement to be binding on the parties, shall be ratified by the members of the Union not later than **March 10, 2016**.
  - b) If it is ratified as aforesaid, the parties shall sign a formal Collective Agreement not later than **March 23, 2016**.
  - c) If the proposed Agreement is not ratified as aforesaid or if a formal Collective Agreement has not been signed by **March 23, 2016** the present Memorandum shall then be considered to be null and void and non-existent.
  - d) If a formal Collective Agreement is signed not later than **March 23, 2016**, the present Memorandum shall be superseded by such formal Collective Agreement which shall then be the only Agreement binding on the parties.

IN WITNESS WHEREOF we have signed on this 9<sup>th</sup> day of February 2016.

**EXPERTECH NETWORK  
INSTALLATION INC.**



**Stéphane Martel**



**Erin Chedd**



**Michel Durocher**



**W.A. Graham**



**Amanda Stornelli**

**UNIFOR**



**Howard Law**



**Alain Portelance**



**Dantel Campeau**



**Paulo Duarte**



**Eric Johnson**



**Patrick Léveillé**



**Jeff Stewart**



**Pierre Tremblay**

**ATTACHMENT A (Pages 1 to 30) of the MEMORANDUM of AGREEMENT**

**between**

**The REPRESENTATIVES of**

**UNIFOR**

**and**

**EXPERTECH NETWORK INSTALLATION INC.**

**Completed in Ottawa on the 9<sup>th</sup> day of February 2016.**

The terms, conditions, and additions in the proposed Agreement and to amend the collective agreement signed **April 10<sup>th</sup>, 2012**, are listed in Attachment A.

## AGREEMENT IN PRINCIPLE

For the Negotiations between  
Expertech Network Installation Inc. and UNIFOR  
for the renewal of the Craft and Services Employees Collective Agreement

February 9, 2016

Negotiations for the renewal of the Craft and Services Employees collective agreement began the week of October 5, 2015, following the receipt of notice to bargain from the Union on October 5, 2015. The existing collective agreement for Craft and Services employees expired on November 30, 2015. Following several weeks of negotiations the parties were unable to reach an agreement on all of the issues and, as such, the parties enlisted the assistance of federal conciliation on November 26, 2015. Two conciliators were appointed and worked with the parties for the remainder of the negotiation process.

## TERMS OF SETTLEMENT

Unless otherwise specified, the conditions detailed in this document are effective upon signature of the renewal collective agreement. With the exception of minor changes in formatting and reference changes that may be required to reflect the changes detailed in this document, the language that is associated with this agreement in principle is attached.

Use of the masculine gender in this agreement shall be construed as including both male and female employees.


### A. Details

#### 1. Duration:

- a. The duration of the new collective agreement will be four (4) years, expiring on November 30, 2019.

#### 2. Wages

- a. Annual wage increases will be 2% on April 1, 2016, 2% on April 1, 2017, 2% on April 1, 2018 and 2% on April 1, 2019. Appendix "A" sets out the weekly and hourly rates of pay in the revised wage schedule.



**3. Wage Administration**

- a. The pre-existing arrangement for Line Technicians with a Net Credited Service ("NCS") date of March 31, 2007 or before to have the ability to progress to step 13 of the wage schedule, set out in the Agreement in Principle dated February 18, 2012, will remain in effect for the impacted employees.

**4. Lump Sum Payment**

- a. All employees (full-time and part-time) on the payroll of the Company on the date of signature of the renewal collective agreement will receive a lump sum payment of one thousand and five hundred dollars (\$1500.00). Eligible employees will be provided the option to contribute this amount to their Company RRSP account. If this option is not selected by the employee, the amount will be subject to statutory deductions and payable within 30 days of signing.

**5. Retirement Incentive Offer**

- a. Following ratification of this Agreement in Principle, the Company will make available to eligible craft and services employees a retirement incentive offer (RIO). An overview of the general terms and conditions of this RIO is attached herein as Appendix "B"

**6. Permanent Upgrades**

- a. The 40 most senior permanent Splicer II and COE II employees as of the date of ratification shall be permanently upgraded to Splicer I and COE I at their permanent reporting centre. The current list of employees is attached herein as Appendix "C". Note that this list is subject to change due to such things as job posting results that may be effective prior to the date of ratification.

**7. Temporary Part-Time Employees**

- a. The language in section 9.01(2)(b) will be modified to reflect the understanding that upon accumulation of the required number of hours worked, a temporary part-time employee is reclassified to regular full-time in the same reporting centre. It is understood that this refers to their permanent reporting centre. The language is attached herein as Appendix "D".

**8. Hours of Work**

- a. The language in sections 18.09 and 18.17(a) will be modified to clarify the understanding that notice of a change of scheduled tour of duty and/or change of scheduled work week must be in writing.





## Attachment A

- b. Sections 18.18 and 18.20 will be amended to reflect that the existing amounts for the differential for work in an off-normal period will be increased.
- c. The language is attached herein as Appendix "E"
- d. A new Memorandum of Agreement will be entered into to establish the option for an employee and Company to mutually agree to a scheduled day tour starting as early as 6:00am without the application of paid lunch and differential for work in an off-normal period. The new Memorandum is attached herein as Appendix "F".

## 9. Overtime

- a. A new Letter of Intent will be entered into to outline the possibility for an employee to convert banked overtime into vacation and the conditions applicable to this process. The new Letter is attached herein as Appendix "G".

## 10. Holidays

- a. Section 20.05 will be amended to reflect that Boxing Day shall be observed on the first scheduled tour of duty after Christmas Day is observed.
- b. Section 20.08 will be amended to reflect the addition of language allowing employees in Ontario the possibility of taking the HDP floater day on the third Monday in February, subject to service requirements.
- c. The language is attached herein as Appendix "H"

## 11. Annual Vacation

- a. Section 21.09 will be amended to reflect that vacation selection shall be based on employees in the same occupation and under the same immediate manager. The language is attached herein as Appendix "I".
- b. A new Memorandum of Agreement will be entered into to outline an employee's vacation entitlement in the year they retire under the terms of the Bell Canada Pension Plan. The new Memorandum is attached herein as Appendix "J".

## 12. Transfers and Reassignments

- a. Section 22.09 will be amended to reflect the removal of the three week temporary transfer rule related to a two man line crew and, as a result, the two week rule will apply for all occupations. The language is attached herein as Appendix "K".
- b. Section 23.08(b) will be amended to reflect changes in the distribution of the \$50 daily per diem allowance. The language is attached herein as Appendix "L".
- c. A new Letter of Intent will be entered into to outline the method by which the kilometers will be determined under section 23.04(a). The new Letter will also outline the method by which "airline kilometers" will be calculated for the purposes of articles 22 and 23.06. The new Letter is attached herein as Appendix "M".

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**13. Job Postings**

- a. The language in article 24 will be amended to reflect the elimination of NST Lateral job postings and NST Upgrade job postings, making all job postings Company Wide. The language is attached herein as Appendix "N".

**14. Sickness Absence and Benefits**

- a. Section 25.01 will be amended to reflect that, for employees with four (4) or more years of service, applicable sickness absences prior to the eighth full calendar day will be paid at 75% for the first two consecutive half tours of absence and 100% for the remaining days of the absence. There is no change for employees with less than four (4) years of service. The language is attached herein at Appendix "O".
- b. The benefit coverage for vision care related to prescription glasses, contact lenses, laser eye surgery will be increased from a maximum reimbursement of \$175 per 24 consecutive months to a maximum reimbursement of \$200 per 24 consecutive months.
- c. The dental fee guide will be improved from current fee guide for general practitioners minus one year to current fee guide.

**15. Miscellaneous Working Conditions – Medical examinations**

- a. Section 26.07 will be amended to reflect that the maximum amount reimbursed for the medical fee associated with a medical examination for a special license, when such license is required by the Company, will be increased to \$75.00. The language is attached herein as Appendix "P".

**16. Alternate Work Week**

- a. The existing form (currently titled IR4) for an Alternate Work Week will be amended to reflect that the three days of rest for employees scheduled on a four day alternate work week shall be scheduled consecutively, unless mutually agreed otherwise or unless exceptional circumstances prevent this, in which case two of the rest days will be consecutive.
- b. The existing application form will be further amended to reflect that employees on a four day alternate work week will be entitled to two 20 minute relief periods instead of two 15 minute relief periods.
- c. The language is attached herein as Appendix "Q".

**17. Basic Job Requirements**

- a. The existing letter of Intent on Transfers, Reassignments, Out of Country Assignments, Job Postings and Qualifications and Basic Job Requirements will be modified to reflect the removal of the requirement for an employee to have a minimum of 2 years' experience at



Attachment A

Class II to be considered qualified for Class I job postings. The language is attached herein as Appendix "R".

**18. Joint Labour Relations Committee**

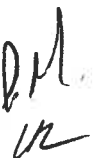
- a. A new Memorandum of Agreement will be entered into to outline the creation of a Joint Labour Relations Committee and the terms of reference associated with that Committee. It is understood that these Committee meetings will replace the requirement for the meetings currently set out under the Memorandum of Agreement Joint Union Management Meetings and that Memorandum will be removed. The new Memorandum is attached herein as Appendix "S".

**19. Job Security During Lay-Off**

- a. A new Memorandum of Agreement will be entered into to outline restrictions on the contracting out by Bell Network Provisioning of work normally performed by Expertech for Bell in headquarters where Expertech employees are on lay-off and on a recall list. The new Memorandum is attached herein as Appendix "T".

**20. Paid Education Leave**

- a. The Company will contribute a one-time lump sum amount of \$10, 000 to the Union's Paid Education Leave fund. The Union commits that this money will be invested in programs related to mental health initiatives.



**B. Other Miscellaneous Changes**

1. The Union's mailing address in section 35.03 will be updated to 205 Placer Court, Toronto, Ontario M2H 3H9.
2. All references in the collective agreement to Communications, Energy and Paperworkers Union and CEP will be changed to UNIFOR.
3. Any references to Company titles will be updated to reflect the current Company structure.
4. The Supplemental Allowance Plan in Attachment F will be updated to reflect the revised wage schedule.
5. The list of Headquarters in Attachment B and Normal Servicing Territories (NST) in Attachment E will be updated by replacing Hull and Buckingham with Gatineau (Hull, Buckingham).
6. When the company develops any web applications requiring a date, the sequence will be Day/Month/ Year. For the applications already in use (e.g. CO3s forms), where possible, the date sequence will be corrected.
7. The Company will ensure that employees are provided access to their complete OSI file if requested by the employee following a denial or suspension of their benefit coverage.

**C. Memoranda of Agreement**

In addition to those Memoranda of Agreement previously identified in Sections A and B of this agreement in principle, the following Memoranda of Agreement are renewed with the appropriate changes:

- (i) Health and Safety Resource
- (ii) Reduced Work Week
- (iii) Averaging Hours of Work
- (iv) Article 24 – Arbitrability
- (v) Out of Country Assignments
- (vi) Visual Display Terminal
- (vii) Seniority – Tie Breaker
- (viii) Amount of Time Worked – Tie Breaker
- (ix) Home Dispatch
- (x) Workforce Diversity Project
- (xi) Potential Sale of Business Involving the Transfer of Craft and Service Employee
- (xii) Utility Employee

The following Memoranda of Agreement shall be deleted:

- (i) Joint Union Management Meetings



Attachment A

- (ii) Implementation Plan

The following Memorandum of Agreement shall be deleted from the historical section:

- (i) Profit Sharing Plan

The following Memorandum of Agreement will remain in the historical section:

- (i) Pension (Former Nortel Employees)

**D. Letters of Intent**

In addition to those Letters of Intent previously identified in Sections A and B of this agreement in principle, the following Letters of Intent are renewed, with the applicable changes:

- (i) Contracting Out
- (ii) Time off for Union Business (Article 5)
- (iii) Assignment of Hours of Work – Temporary Part-Time Employees
- (iv) Freezing of Grievances
- (v) Alternate Work Week
- (vi) Joint Review Committee (Article 24)
- (vii) Joint Review Committee – Reasonable Accommodation Cases
- (viii) Training Programs Out of Country
- (ix) Seasonal Leave with Income Averaging
- (x) Workforce Diversity
- (xi) Overtime on Callouts and on a Day Outside the Employee's Scheduled Work Week
- (xii) Benefit Plans
- (xiii) Hours Worked
- (xiv) Appropriate and Safe Return to Work Committee
- (xv) Transmission Tester Integration

The following Letter of Intent shall be deleted:

- (i) Strategic Projects - Working Conditions



**E. Appendices**

- A. Attachment C – Wage Schedule, as amended
- B. Retirement Incentive Offer – Terms and Conditions
- C. Splicer II and COE II permanent upgrades – Current List of Names
- D. Article 9, as amended
- E. Article 18, as amended
- F. Memorandum of Agreement – Early Start Times
- G. Letter of Intent – Banked Time as Vacation Time
- H. Article 20, as amended
- I. Article 21, as amended
- J. Memorandum of Agreement – Vacation Entitlement in the Year or Retirement
- K. Article 22, as amended
- L. Article 23, as amended
- M. Letter of Intent – Kilometers
- N. Article 24, as amended
- O. Article 25, as amended
- P. Article 26, as amended
- Q. Form – Alternate Work Week, as amended
- R. Letter of Intent – Transfers, Reassignments, Out of Country Assignments, Job Postings and Qualification and Basic Job Requirements, as amended
- S. Memorandum of Agreement – Joint Labour Relations Committee
- T. Memorandum of Agreement – Restrictions During Article 11 Lay-Off

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**APPENDIX "A" – ATTACHMENT C - WAGE SCHEDULE, AS AMENDED**

**ATTACHMENT C**

**WAGE SCHEDULE**  
**WEEKLY AND HOURLY BASIC RATES OF PAY**

Step	1-Apr-15		2.00% 1-Apr-16		2.00% 1-Apr-17		2.00% 1-Apr-18		2.00% 1-Apr-19		
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	
	<b>GAP CLASS I</b>	15	\$1,304.31	\$32.61	\$1,330.40	\$33.26	\$1,357.01	\$33.93	1,384.15	\$34.60	\$1,411.83
	14	\$1,273.57	\$31.84	\$1,299.04	\$32.48	\$1,325.02	\$33.13	1,351.52	\$33.79	\$1,378.55	\$34.46
	13	\$1,242.82	\$31.07	\$1,267.68	\$31.69	\$1,293.03	\$32.33	1,318.89	\$32.97	\$1,345.27	\$33.63
<b>GAP CLASS II</b>	12	\$1,183.98	\$29.60	\$1,207.64	\$30.19	\$1,231.79	\$30.79	1,256.43	\$31.41	\$1,281.56	\$32.04
	11	\$1,136.69	\$28.42	\$1,159.42	\$28.99	\$1,182.61	\$29.57	1,206.26	\$30.16	\$1,230.39	\$30.76
	10	\$1,079.68	\$26.99	\$1,101.25	\$27.53	\$1,123.28	\$28.08	1,145.75	\$28.64	\$1,168.67	\$29.22
	9	\$1,013.20	\$25.33	\$1,033.46	\$25.84	\$1,054.13	\$26.35	1,075.21	\$26.88	\$1,096.71	\$27.42
	8	\$961.12	\$24.03	\$980.34	\$24.51	\$999.95	\$25.00	1,019.95	\$25.50	\$1,040.35	\$26.01
	7	\$884.75	\$22.12	\$902.45	\$22.56	\$920.50	\$23.01	938.91	\$23.47	\$957.69	\$23.94
	6	\$836.14	\$20.90	\$852.86	\$21.32	\$869.92	\$21.75	887.32	\$22.18	\$905.07	\$22.63
	5	\$795.15	\$19.88	\$811.05	\$20.28	\$827.27	\$20.68	843.82	\$21.10	\$860.70	\$21.52
	4	\$748.38	\$18.71	\$763.35	\$19.08	\$778.62	\$19.47	794.19	\$19.85	\$810.07	\$20.25
	3	\$701.59	\$17.54	\$715.62	\$17.89	\$729.93	\$18.25	744.53	\$18.61	\$759.42	\$18.99
	2	\$654.84	\$16.37	\$667.94	\$16.70	\$681.30	\$17.03	694.93	\$17.37	\$708.83	\$17.72
	1	\$619.77	\$15.49	\$632.17	\$15.80	\$644.81	\$16.12	657.71	\$16.44	\$670.86	\$16.77

Note The interval between Steps shall be 1040 Hours Worked .

**EXCEPTIONAL RATES**

- Those employees with the title of Line Technician who have a net credited service ("NCS") date of March 31, 2007 or before and who will be assigned to Class II will have the ability to progress to step 13 of the wage schedule.

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## APPENDIX "B" – RETIREMENT INCENTIVE OFFER

### RETIREMENT INCENTIVE OFFER

#### OVERVIEW OF TERMS & CONDITIONS

Upon ratification of the Agreement in Principle dated February 9, 2016, the Company will make available a Retirement Incentive Offer (RIO) to all eligible employees.

#### General Overview

##### Eligibility Criteria

You must be a participant in the pension plan, be at least 55 years old, and have a minimum 85 points (age + service) on or before December 31, 2015.

##### Incentive

The lump sum Retirement Incentive will be equal to 12 months of base salary and will be payable in the 60 days following your retirement date. The retirement allowance will be paid subject to your signing a Release & Discharge Form prior to your date of retirement.

##### Retirement Date

Eligible employees who apply for this RIO will be required to exit the Company at a date determined by the Company, but not later than December 31, 2016. The majority of employees will be required to exit by April 30, 2016.

Individual requests for a date of retirement earlier than that selected by the Company will be reviewed and accommodated where possible.

##### Annual Vacation

Eligible employees retiring with this RIO will be granted vacation entitlement in accordance with the provisions of Article 21 of the craft and services collective agreement.

##### Application Process

Specific details regarding the application process and deadlines will be provided at a later date.

All applications for the RIO will be irrevocable.





**APPENDIX "C" – SPLICER II AND COE II PERMANENT UPGRADES**

	<b>PEIN</b>	<b>Name</b>	<b>NCS</b>	<b>Headquarter</b>
1	600848	McKain, Shea	22-Oct-07	Toronto
2	600893	Dunnett, Jacob	31-Mar-08	Toronto
3	600941	Bonnick, Fritzy	23-Jun-08	Toronto
4	600942	Hope, Dexter	23-Jun-08	Toronto
5	600955	McEneany, Kyle	14-Jul-08	Toronto
6	600976	Vadivelan, Mathee	22-Sep-08	Toronto
7	600985	Sucre, Rick	22-Sep-08	Toronto
8	600987	Maharaj, Krishna	22-Sep-08	Toronto
9	600912	McKeever, Joseph	21-Nov-08	Toronto
10	601000	Vestad, Jenny	19-Jan-09	Ottawa
11	600993	Duffield, Brent	17-Apr-09	Toronto
12	600843	Williams, Ruyan	16-Jul-09	Toronto
13	601028	Wilby, Brandon	10-Aug-09	Ottawa
14	601029	Badham, Andrew	10-Aug-09	Ottawa
15	601030	Vance, Clayton	11-Aug-09	Ottawa
16	601031	Cadoret, Ryan	2-Sep-09	Ottawa
17	601043	LaPlante, Chris	2-Sep-09	Ottawa
18	601045	Boyd, Gavan	2-Sep-09	Ottawa
19	601044	Brown, Matt	2-Sep-09	Ottawa
20	601046	Zoobkoff, Pete	8-Sep-09	Ottawa
21	601122	Beaurivage, Billy	15-Mar-10	Québec
22	601125	Blouin, Yannick	15-Mar-10	Hull
23	601130	Pierre, Bernold	15-Mar-10	Montréal
24	601137	Dubé Bourgault, Patrick	12-Apr-10	Québec
25	601138	Rodriguez, Sebastian A.	12-Apr-10	Montréal
26	601139	Charles, Alix	12-Apr-10	Montréal
27	601147	Gonzalez, David	12-Apr-10	Québec
28	601151	Lavallee, Charles Alexandre	12-Apr-10	Québec
29	601152	Botelho, Mark	12-Apr-10	Toronto
30	601153	Lepage, Mario	12-Apr-10	Chicoutimi
31	600788	Dickson, G. Rory	16-Apr-10	Toronto
32	601164	Avendano, Manuel	10-May-10	Montréal
33	601169	Major, Christian	10-May-10	Montréal
34	601170	Trudel-Franche, Hugues	10-May-10	Montréal
35	601174	MacKinnon, Cory	10-May-10	Toronto
36	601185	Boukhelif, Mourad	10-May-10	Montréal
37	601187	Amy, Robert Keith	10-May-10	Montréal
38	601189	Jeldes, Ruben	10-May-10	Montréal
39	601176	Kouklas, Mustapha	27-May-10	Montréal
40	601192	Webb, Daron	31-May-10	Toronto

**APPENDIX "D" – ARTICLE 9 DEFINITIONS, AS AMENDED**

**ARTICLE 9  
DEFINITIONS**

**9.01(2)(b)** "Temporary Part-Time Employee" means an employee who was engaged on the understanding that the period of employment was expected to continue for more than three weeks but not more than 5200 hours worked as defined in the Letter of Intent on Hours Worked and who is normally required to work less than the basic hours of work for a Full-Time employee. A temporary part-time employee will be scheduled to work a minimum of two days per week except for periods where there is a lack of work.

A Temporary Part-Time employee, upon accumulating 5200 hours worked as defined in the Letter of Intent on Hours Worked, shall be reclassified to Regular Full-Time status in the same occupation and reporting centre. Hours worked must be accumulated on a continuous basis, or a non-continuous basis in accordance with the provisions of subsection 9.04(a).



**APPENDIX "E" – ARTICLE 18 HOURS OF WORK, AS AMENDED**

**ARTICLE 18  
HOURS OF WORK**

**18.09** At least three days' notice, in writing, shall be given by the Company to an employee who is to be changed from his scheduled tour of duty. Any change in scheduled tour of duty arising from the application of section 18.07 shall not require notice by posting.

**18.17(a)** If a full-time employee is given less than three days' notice, in writing, of a change in his scheduled work week, he shall be paid one-half time extra for time worked on a day outside the work week previously scheduled, but only for the number of days by which the notice given is short of the three day notice requirement. Any change in scheduled work week arising from the application of section 18.07 shall not require notice by posting.

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

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

**18.20** An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a differential of \$4.00, in addition to any other premiums or differentials, which are applicable.



**APPENDIX "F" – EARLY START TIMES**

**EARLY START TIMES**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

The parties have agreed to the following for the purposes of scheduled tours of duty.

An employee may request and the Company may agree to allow an employee on a scheduled day tour to begin work as early as 6:00am with the equivalent adjustment to the end of the scheduled tour. The consent of the Union local is required and in these circumstances articles 18.13 and 18.18 shall not apply.

The consent of all three parties is required and any party may withdraw its consent with two weeks' notice.



**APPENDIX "G" – BANKED TIME AS VACATION TIME**

**LETTER OF INTENT**

Where an employee has accumulated sufficient banked time, under section 19.14 of the collective agreement, he may use said banked time to schedule one or more additional weeks off on the vacation schedule prepared in accordance with sections 21.08 and 21.09 of the collective agreement.

Any week off under the terms of this letter shall be entered in the vacation schedule, subject to:

- a) coming to an agreement with the Company;
- b) the weeks still being available in the vacation schedule for the current year; and
- c) once the selection of vacation time has been completed within the seniority unit.

In the event that a given week is requested by more employees than availability requirements allow, seniority shall prevail.

When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the time off or while he is off, and is prevented from taking it, the Company shall, if the employee so requests, reschedule his time off, by mutual agreement between the employee and the Company. The employee will only be allowed to reschedule those days on which he was sick or injured as a result of an accident. Where the illness or accident occurs after the employee is already off, the employee will be required to provide a medical certificate in order to reschedule any of his time off. All costs of such medical certificate will be the responsibility of the employee.

The time off granted under the terms of this letter shall immediately be deducted from the banked time.



**APPENDIX "H" – ARTICLE 20 HOLIDAYS, AS AMENDED**

**ARTICLE 20  
HOLIDAYS**

**20.05** Notwithstanding the provisions of section 20.04, Boxing Day will be observed on the first scheduled tour of duty after Christmas Day is observed.

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

(b) For employees working in Ontario, the Company may grant, in accordance with an employee's request, and subject to service requirements, the day off with pay mentioned in section 20.06 on the third Monday in February (i.e. Family Day under Ontario's provincial employment standards). The granting of this request will not be unreasonably withheld.



**APPENDIX "I" – ARTICLE 21 VACATION, AS AMENDED**

**ARTICLE 21  
ANNUAL VACATION**

**21.09** For the purpose of vacation selection, all employees in the same occupation reporting to the same immediate manager shall be considered a seniority unit.

*SM*  
*12*

**APPENDIX "J" – VACATION ENTITLEMENT IN THE YEAR OF RETIREMENT**

**VACATION FOR THE CALENDAR YEAR OF RETIREMENT**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm our understanding applicable to the Craft and Services bargaining unit regarding vacation for the calendar year of retirement.

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

- (a) the employee is retiring without any Company paid retirement incentive/retirement allowance, and;
- (b) the retiring employee has been physically at work for at least 21 business days in the calendar year of his retirement, or;
- (c) 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;
- (d) 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 benefits 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 21.23 of the Collective Agreement.





**APPENDIX "K" – ARTICLE 22 TRANSFERS AND REASSIGNMENTS, AS AMENDED**

**ARTICLE 22  
TRANSFERS AND REASSIGNMENTS**

**Temporary Transfer**

**22.09** 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.

**APPENDIX "L" – ARTICLE 23 TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID, AS AMENDED**

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

- 23.08 (b)** a per diem allowance of
- (i) \$50.00 per calendar day,  
if the employee is away for a full calendar day,  
  
or
  - (ii) \$12.00 if away over the breakfast period,  
\$17.00 if away over the lunch period, and  
\$21.00 if away over the dinner period  
  
if the employee is away for less than a full calendar day.



**APPENDIX "M" – KILOMETERS**

**LETTER OF INTENT**

**Subject: Kilometers**

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding Kilometers.

**Article 23.04(a)**

The parties agree that the determination of kilometers between an employee's permanent and new work location must be reasonable.

Reasonable in this determination includes considerations of distance, commuting time, safety considerations, traffic conditions and the cost of different potential routes.

In making the determination, the kilometer distance shall be the fastest automobile route as calculated by a search-based internet program chosen by the parties (e.g. Google Maps).

Given the above noted considerations of reasonableness, if the result of this fastest route calculation appears to management to be unreasonable in comparison to other methods, the employer may choose an alternate route that it considers reasonable. In the event of disagreement on the calculation, the Union may file a grievance. The parties may also agree by mutual consent to refer this issue to the Joint Labour Relations Committee.

Once a calculation and route are determined to the satisfaction of the parties, it will remain unless there is a change in road conditions or some other unforeseen factor.

**Article 23.06**

In administering this article, the employer agrees to calculate airline kilometers as the shortest automobile route between the employee's reporting centre and location of the temporary assignment, as calculated by a search-based internet program.

**Article 22 – Definitions**

In administering this article, the employer agrees to calculate airline kilometers as the shortest automobile route between the employee's reporting centre and location of the permanent or temporary assignment, as calculated by a search-based internet program.

In applying this Letter of Intent, toll roads will be excluded unless the Company authorizes travel by toll road and pays the cost.

Yours truly,  
Stéphane Martel  
Director – Human Resources



**APPENDIX "N" – ARTICLE 24 JOB POSTING PROCEDURES, AS AMENDED**

**ARTICLE 24  
JOB POSTING PROCEDURES**

**Definitions**

"Family" means the groupings of jobs as provided in Attachment D of this Agreement.

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

"Company-wide Job Posting" means a posting throughout the Company for which all regular employees, and all temporary employees, subject to section 24.08, may apply.

**Job Opening**

- 24.01 (a) The definition of a job opening for the purposes of the job posting procedure is:
- (i) Any permanent addition or replacement to the Regular Full-Time employee staff within an NST,
  - (ii) Any permanent upgrade within an NST,
  - (iii) When a job has been filled by a temporary transfer or temporary reassignment, by either one or more individuals, for 24 consecutive months,
- (b) Notwithstanding the provisions of subsection 24.01 (a), there are no job openings created:
- (i) When organization structures are merged or otherwise reorganized, when functions are realigned, or when employees follow their work into another NST in connection with a closure, consolidation or centralization;
  - (ii) When a Temporary Part Time employee, having 5200 cumulative hours worked, is being reclassified to Regular Full Time.

**Temporary Upgrades**

- 24.02 (a) (i) Any temporary upgrade of an employee, which is expected by the Company to last for less than 6 months, may be made at the discretion of the Company.
- (ii) Any temporary upgrade of an employee from within the NST, which is expected by the Company to last at least 6 months, not to exceed 24 months, is to be offered to the most senior available employee from among those who are qualified within the same family at the time the temporary upgrade is to be made. Where an employee declines the opportunity for such a temporary upgrade, the Company shall



Attachment A

offer the temporary upgrade to the next most senior available employee from within the family who is qualified. An employee who accepts such an assignment will not be eligible for the allowances and expenses set forth in Article 23.

(b) If there are no employees available, or willing, to accept a temporary upgrade as provided under paragraph (ii) of subsection 24.02 (a), the Company may offer the opportunity to an available employee in another family within the NST, or to an available employee within the same family in another NST, who is qualified to perform the required work.

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

**Job Posting Procedures**

24.03 (a) When there is a job opening as defined in subsection 24.01 (a), it will be filled in the following order:

(i) Company-wide Job Posting;

(ii) Any other person, including Clerical and Associated employees.

(b) The Company shall post the available position for seven (7) working days).

(c) An employee wishing to be considered by the Company must respond to the job posting within the posting period specified in subsection 24.03 (b). It is understood that an employee may only be considered for the posted position provided that the employee's performance on his existing job meets job requirements.

**Selection Order**

24.04 **Company-wide Job Posting** - - from among the job posting applicants, candidates are to be selected on the basis of the most senior from among those who are 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, in the following order:

(a) from among the Regular Full-Time employee applicants

(i) having the same occupational title and of the same class as the job opening,

(ii) in positions within the same family and class as the job opening,

(iii) in positions within the same family and different class as the job opening,

(iv) in positions in a different family, having a different occupational title, and of the same class as the job opening,



Attachment A

(v) in positions in a different family, having a different occupational title, and of a different class than the job opening.

(b) from among the Temporary Part-Time employee applicants, in the order specified in subsection 24.04 (a).

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

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

(c) The mechanics of the job posting procedure shall be as agreed to by the parties.

**Exceptions**

24.06 The exceptions outlined in section 22.13 may require the normal job filling procedures specified for the Job Posting Procedures to be by-passed.

**General**

24.07 It is understood that service requirements may prevent a successful applicant from immediately assuming a permanent position for which he has applied under the Job Posting Procedures; nevertheless the date an applicant can be released from his current job will not prevent him from being selected for the permanent position. Positions may be filled temporarily pending the final availability of the employee who is to fill the job.

24.08 The Job Posting Procedures shall not apply to an employee in the 12 months subsequent to his engagement or re-engagement, or in the 12 months subsequent to his appointment to a position resulting from a Company-wide Job Posting, except

(a) that an employee who is appointed to a position as a result of a Job Posting application may, during this freeze period, apply for a Company-wide Job Posting in a higher classification at that location;

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

24.09 When a permanent relocation is arranged as a result of a Job Posting application, the cost of the relocation will be borne entirely by the employee and that location becomes his reporting centre on the first day he reports.

24.10 The Job Posting procedures apply only to Regular Full-Time or Temporary Part-Time employees, subject to 24.08.

**APPENDIX "O" – ARTICLE 25 SICKNESS ABSENCE AND BENEFITS, AS AMENDED**

**ARTICLE 25  
SICKNESS ABSENCE AND BENEFITS**

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

(a) An employee with six months but less than four years service shall be paid at seventy-five percent (75%) of the employee's basic rate for that part of the absence in excess of two consecutive scheduled half tours;

(b) In the determination of pay treatment in subsection 25.01 (a), a return to work not exceeding two half tours, shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for the purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence;

(c) An employee with four or more years service shall be paid at seventy-five percent (75%) of the employee's basic rate for the first two consecutive half tours of absence and at their basic rate for the remaining days of such absence.



**APPENDIX "P" – ARTICLE 26 MISCELLANEOUS WORKING CONDITIONS, AS AMENDED**

**ARTICLE 26  
MISCELLANEOUS WORKING CONDITIONS**

**26.07** When a regular employee is required, by the Company, to possess a driver's licence, which requires a medical examination, the Company agrees to reimburse the employee for the actual cost incurred up to a maximum of \$75.00 for the medical fee associated with such an examination.





**APPENDIX "Q" – ALTERNATE WORK WEEK, AS AMENDED**

**IR4 – LETTER OF AGREEMENT ON ALTERNATE WORK WEEK**

1. This letter of agreement covers the employees listed at attachment A, who shall receive a copy of this agreement.
2. This agreement will be effective from \_\_\_\_\_ to \_\_\_\_\_. The period can be extended with the agreement of both parties.
3. It is understood that the alternate work week agreement shall be instituted only by mutual agreement between local management and local union representatives. Employee participation is voluntary.
4. Example of a four(4) day work week:  
When a four day work week is instituted, both parties further agree that the terms "scheduled tour of duty" and "basic hours of work" shall mean four tours of ten hours of work per day and 40 hours per week for the purpose of applying Articles 18 and 19 of the Craft and Services employees Collective Agreement.  
  
Other alternate work week arrangements can be implemented: Both parties agree that the term "scheduled tour of duty" means \_\_\_\_\_ tours of \_\_\_\_\_ per day and that "basic hours of work" means hours of work per week for the purpose of applying Articles 18 and 19 of the Collective Agreement.
5. For the purposes of section 18.27(a), the two relief periods not to exceed 20 minutes shall be granted to every employee as close to the middle of each of his half tours as the efficiency of the Company's operations permits.
6. The Company shall schedule a minimum of three (3) consecutive days of rest for each employee over a seven day period except in exceptional circumstances, in which case the Company will schedule two (2) consecutive days of rest, or unless mutually agreed otherwise.
7. In the application of individual days off with pay (e.g. vacation, holiday) the parties agree that one of the 3 following options will be selected:

**Option 1:**

In a week including a holiday, the parties agree to revert back to a regular schedule of five (5) days a week and eight (8) hours a day.

**Option 2:**

In a week including a holiday, the parties agree that the scheduled work week will be 2 days of eleven (11) hours, one day of ten (10) and one paid holiday of eight (8) hours.

**Option 3:**

When a day off occurs, eight (8) hours will be paid for the day off and banked time will be used to top up the hours, up to the normally scheduled hours for that day.

The option selected is indicated in Attachment A of this Letter of Intent.

**Any agreement between the two parties pursuant to this Letter of agreement shall be subject to approval by Labour Canada and in compliance with all legal obligations under any relevant legislation. This agreement is not meant to supersede the collective agreement and is covered in a "Letter of Intent" in the collective agreement.**

**APPENDIX "R" – BASIC JOB REQUIREMENTS, AS AMENDED**

**LETTER OF INTENT**

Subject: Transfers, Reassignments, Out of Country Assignments, Job Posting Procedures and Qualifications and Basic Job Requirements

3. An employee shall be considered qualified if they meet the following criteria:

(i). Basic Requirements – Central Office Technician I:

- Proficient in all aspects of the Central Office job.
- Able to read and understand technical documents and work plans.
- Demonstrate comfort at working aloft on ladders, on cable racks, or underground. (ECM's)
- Shows initiative e.g. ordering correct materiel for job, loading materiel onto truck, setting up job.
- Availability to work shifts and to remain away from home overnight.
- Good computer skills.
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

(iii). Basic Requirements – Splicer I

- Proficient in all aspects of the splicing job.
- Able to read and understand technical documents and work plans.
- Demonstrate comfort at working aloft on spurs, ladders, cable racks; and working in underground manholes.
- Shows initiative e.g. ordering correct materiel for job, loading materiel onto truck, setting up job.
- Availability to work shifts and to remain away from home overnight.
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.



**APPENDIX "S" – JOINT LABOUR RELATIONS COMMITTEE**

**JOINT LABOUR RELATIONS COMMITTEE**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**

**AND**

**UNIFOR**

**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

1. The parties agree to establish one (1) Joint Labour Relations Committee consisting of a maximum four (4) Company representatives (including the Director of Human Resources) and a maximum eight (8) Union representatives (including two (2) National Representatives). It is understood that the Union's bargaining committee members shall be representatives on the Joint Labour Relations Committee.
2. The mandate of the 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 Article 22;
  - (b) Review trends of grievances or issues that may arise from time to time; without authority over grievances that are currently in the grievance process;
  - (c) The administration of benefits as it pertains to employees on short-term disability (STD) and long-term disability (LTD);
  - (d) Scheduling and operational areas of improvement;
  - (e) Opportunities for training;
  - (f) Assignment of overtime on callouts and days outside the scheduled work week.
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. The Joint Labour Relations Committee shall set its own schedule of meetings but shall meet at least semi-annually.
6. Reasonable expenses of employee representatives necessary for their work on the Joint Labour Relations Committee meetings shall be paid for by the Company, providing that approval to incur the expense has been approved in advance.



**APPENDIX "T" – RESTRICTIONS DURING ARTICLE 11 LAY-OFF**

**RESTRICTIONS DURING ARTICLE 11 LAY-OFF**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

WHEREAS the parties wish to reach an agreement to provide certain guarantees pertaining to the contracting out of work by Bell Network Provisioning in headquarters affected by lay-off actions taken at Expertech;

AND WHEREAS the parties agree that the following terms and conditions will apply from the date of ratification of the renewal Collective Agreement until its expiry;

THEREFORE the parties agree to the following:

1. The preamble is an integral part of this Memorandum of Agreement.
2. Bell Network Provisioning, or its successors, will not contract out to a third party work normally performed by Expertech for Bell in a headquarter(s) where Expertech has declared article 11 surplus and there are employees on lay-off and on a recall list, where such laid-off employees are or were qualified to perform the work available and when the necessary tools and equipment are available.
3. Expertech undertakes that all laid off employees on a recall list in a headquarter(s) will be offered recall to employment before any work is contracted out in that headquarter(s) by Bell Network Provisioning, or its successors, to a third party, subject to the provisions of paragraph 2.
4. The guarantee provided for under this Memorandum of Agreement shall become effective on the date of ratification of the renewal Collective Agreement and shall expire and become null and void upon its expiry.

