

Agreement in Principle

For the Negotiations between
Expertech Network Installation Inc.
and
UNIFOR
for the renewal of the collective agreement for
Clerical and Associated Employees

November 19 2020

Negotiations for the renewal of the Clerical and Associated Employees Collective Agreement began September 25, 2018. The existing Collective Agreement expired on November 30, 2018.

The bargaining process was put on hold at the Union's request following their May 2019 application for single employer. The parties mutually agreed to resume negotiations as of June 2020.

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.

A. Details

1. Duration

- a. The duration of this renewal Collective Agreement will be five (5) years, expiring on November 30, 2023.

2. Transfer to Bell

Effective at a date to be determined but only after successful ratification of this Agreement in Principle, successful ratification of the renewal Craft & Services Employees Collective Agreement, and withdrawal of the Unifor single employer application (CIRB File No. 33070-C), all associates with the permanent occupational title of CSC Project Support and Senior A, and who are assigned within the operations department, will be transferred to Bell.

For further clarity, employees with the permanent occupational titles of Human Resources, Finance, IS/IT, Material, Regional Support, Administrative Support, or Senior A assigned within the corporate department, will remain employees of Expertech.

A list of impacted employees is attached herein as Appendix “A”.

3. Wages

- a. Annual wage increases will be 1.5% effective April 1 2019, 1.5% effective April 1 2020, 1.75% on April 1, 2021, 2% on April 1, 2022, and 2% on April 1, 2023. Appendix “B” sets out the new weekly and hourly rates of pay for the Salary Groups.

4. Occupations - Profile Upgrades & Job Descriptions

- a. The Regional Support Associate and Administrative Support Associate occupations will be moved from Salary Group C profile to Salary Group B profile. The current employees permanently classified as Regional Support associate or Administrative Support associate will be permanently upgraded to Salary Group B and will be placed on the new wage scale in accordance with article 17.06. A list of impacted employees is attached herein as Appendix “C”.
- b. The amended Appendix A List of Occupations is attached herein as Appendix “D”.
- c. The parties agree to the establishment of a joint committee for the purpose of discussing issues related to the occupations and job descriptions. A new Memorandum of Agreement to this effect is attached herein as Appendix “E”.

5. Reclassification Process

- a. The language in sections 9.01(f) and 24.03 will be amended to reflect that regular part-time employees shall be automatically reclassified to regular full-time status in their permanent occupation and location upon accumulating 3640 Hours Worked. The accumulation of these hours will not be retroactive.
- b. A new Memorandum of Agreement will be included to define those codes which will be counted towards the Hours Worked.
- c. The language is attached herein as Appendices “F”, “G” and “H”, respectively.

6. Reclassification of Regular Part-Time Employees

- a. The following six (6) regular part-time employees will be offered the option to be reclassified to regular full-time status in their occupation and reporting centre.
 - i. Melanie Carrier Regional Support Montreal
 - ii. Diane Morin Regional Support Montreal
 - iii. Maria Mancini Material Montreal
 - iv. Artan Hasani Administrative Support Toronto

- v. Alexander Thibodeau Material Toronto
- vi. Jonna Gibson Administrative Support St Catharines

b. The following four (4) regular part-time employees will be offered the option to be reclassified to regular full-time status in their occupation and reporting centre upon accumulating 1820 hours worked, as defined in the new Memorandum of Agreement on Hours Worked, after the date of signing. A new Letter of Intent to this effect shall be included and is attached herein as Appendix "I".

- i. Phylip Trepanier Di Fruscia Material Montreal
- ii. Christian Zuccarini Material Toronto
- iii. Katherine Sutherland Administrative Support Hamilton
- iv. Hazel Giallo Administrative Support Toronto

7. Seniority

a. The language in section 10.02 will be modified to reflect the requirement to notify the union steward(s) concerned in the event of a lay-off or work completion. The language is attached herein as Appendix "J".

8. Wage Administration

a. Article 17.04 will be amended for the purposes of clarifying the process for determining the effective date of a wage increase. The language is attached herein as Appendix "K".

9. Hours of Work

a. Article 18.23 will be amended to reflect that an employee and manager may mutually agree to an employee taking one (1) thirty (30) minute relief period in lieu of two (2) fifteen (15) minute relief periods. The language is attached herein as Appendix "L".

10. Holidays

a. The language in section 20.14(a) has been amended to reflect an extension of the scheduling period for one of the HDP floater days. The language is attached herein as Appendix "M".

11. Annual Vacation

- a. Language will be added to section 21.08 to outline that the immediate manager is the seniority unit for the purposes of vacation selection. The language is attached herein as Appendix "N".
- b. The parties have agreed that any potential improvements made during the next Craft and Services Employees collective bargaining with regard vacation entitlement will be implemented for this Clerical and Associated Employees bargaining unit. A new Memorandum of Agreement outlining this is attached herein as Appendix "O".

12. Job Postings

- a. The language in section 24.06 will be amended to reflect an extension of the familiarization period from 10 working days to 30 working days. The language is contained herein as Appendix "P".

13. Sickness Absence and Benefits

- a. The parties agree that any potential improvements made during the next Craft and Services Employees collective bargaining with regard to Article 25 will be implemented for this Clerical and Associated Employees bargaining unit. The applicable Memorandum of Agreement outlining this will be updated and renewed and is attached herein as Appendix "Q".

14. Employee and Union Information

- a. Language will be added to the Collective Agreement as article 27.05 to detail the actions to be taken in the event of a closure, consolidation, centralization, or surplus situation that is less extensive than article 11. The language is contained herein as Appendix "R".

15. Leave for Child Care Responsibilities

- a. A new supplemental allowance plan will be applied to eligible employees taking an approved leave for child care responsibilities. A summary of the new plan is attached herein as Appendix "S".

16. Gender Neutrality

- a. The parties have agreed to review the language of the Collective Agreement to ensure it is gender neutral. A new Memorandum of Agreement outlining this is attached herein as Appendix "T".

17. Workforce Diversity

- a. The parties have agreed to review the current testing protocols for the Workforce Diversity Project. The new language is attached herein as Appendix "U".

18. Women's Advocate

- a. A new Memorandum of Agreement will be entered to outline the recognition of the Women's Advocate role in the workplace. The new language is attached herein as Appendix "V".

19. Domestic Violence Leave

- a. A new Memorandum of Agreement will be entered to outline that victims of domestic violence will not be subjected to discipline for performance issues or absences linked to this domestic violence situation. The new language is attached herein as Appendix "W".

20. Paid Education Leave

- a. Effective upon the transfer of associates to Bell set out in section 2 above, the Company will contribute three cents (\$0.03) per hour for regular hours to the Union's Paid Education Leave fund.

B. Other Miscellaneous Changes

1. All references to Company titles will be updated to reflect the current Company structure.
2. The Company's mailing address in 35.03 will be updated to reflect 8001 Weston Road, Suite 300, Woodbridge, ON, L4L 9C8.

C. Memoranda of Agreement

1. In addition to those Memoranda of Agreement previously identified in Section A (Details) of this agreement, the following Memoranda of Agreement will be amended, as per the attached Appendix "X" and "Y":
 - a. Seniority – Tie Breaker
 - b. Job Posting Procedure – Administrative Procedure
2. The following Memoranda of Agreement will be removed from the collective agreement:
 - a. Visual Display Terminal
 - b. Joint Appeal Committee – Job Titles
3. All other Memoranda of Agreement in the Collective Agreement not otherwise identified in this agreement will be renewed with appropriate changes.

D. Letters of Intent

1. In addition to those Letters of Intent previously identified in Section A (Details) of this Agreement in Principle, the following Letter of Intent will be amended, as per the attached Appendix "Z":
 - a. Pension
2. All other Letters of Intent not otherwise identified in this Agreement in Principle will be renewed with appropriate changes.

E. Appendices

- A.** List of employees transferring to Bell
- B.** Appendix C – Salary Groups, as amended
- C.** List of employees upgrading to salary group B
- D.** Appendix A – List of Occupations, as amended
- E.** Memorandum of Agreement – Occupations and Job Descriptions, new
- F.** Article 9 – Definitions, as amended
- G.** Article 24 – Job Postings, 24.03, as amended
- H.** Memorandum of Agreement – Hours Worked, new
- I.** Letter of Intent – Reclassifications, new
- J.** Article 10 – Seniority, as amended
- K.** Article 17 – Wage Administration, as amended
- L.** Article 18 – Hours of Work, as amended
- M.** Article 20 – Holidays, as amended
- N.** Article 21 – Annual Vacation, as amended
- O.** Memorandum of Agreement – Changes to Vacation Entitlement, new
- P.** Article 24 – Job Postings, 24.06, as amended
- Q.** Memorandum of Agreement – Changes to Article 25 Sickness Absence and Benefits
- R.** Article 27 – Employee and Union Information, as amended
- S.** New Supplemental Allowance Plan - Overview
- T.** Memorandum of Agreement – Gender Neutrality, new
- U.** Memorandum of Agreement – Testing Protocols
- V.** Memorandum of Agreement – Women’s Advocate, new
- W.** Memorandum of Agreement – Domestic Violence, new
- X.** Memorandum of Agreement – Seniority Tie-Breaker, as amended
- Y.** Memorandum of Agreement – Job Posting Procedure, Administrative Procedure, as amended
- Z.** Letter of Intent – Pension, as amended

APPENDIX "A" – EMPLOYEES TRANSFERRING TO BELL

	PIN	Name
1	77554	Pelletier, Danielle
2	77555	Cloutier, Josee
3	78437	Perillo-Orr, Rose
4	78413	Maddalena, Anne-Marie
5	77590	Angulo, Rafael
6	78418	McGarvey, Jo-Anne M
7	77614	Bouchard, Sylvie
8	85973	Brownlee, Stephanie
9	600402	Hughes, Mary-Anne
10	86449	O'Connell, Janet
11	88748	Zilahi, Tammy
12	90073	Remillard, Sylvie
13	92879	Lavoie Leblanc, Sylvie
14	94614	Sacco, Melissa
15	95224	Latulippe, Joane
16	95753	Carpentier, Marie-Claude
17	96156	Pacas, Doris
18	96603	Dufresne, Nathalie
19	95635	Jongema, Michelle
20	100101	Hyatt, Deborah
21	100280	Carroll, Sherron
22	100419	Chisholm, Elaine
23	77615	Ruffolo, Rosanna
24	100555	Monaghan, Valerie
25	100561	Gilroy, Susan
26	600071	Gravel, Judith
27	600259	Lewis, Ellen
28	600266	Burns, Patricia
29	600403	Litchfield, Lori
30	600435	Terenzi, Nancy
31	100103	Best, Ricardo
32	600646	Giles, Tracey
33	600508	Johnston, Karen
34	600631	West, Carolyn
35	600764	Dufort, Isabelle-Melanie
36	600709	Green, Tanola
37	600876	Enriquez, Monica
38	600898	Upton, Brandee
39	600910	Ghousuddin, Khaja

40	600909	Beckford, Janice
41	600911	Uprichard, Sherry
42	600907	Williams, Shanda
43	600295	Radoucheva, Irina
44	600940	Paparisto, Merita
45	100781	Graham, Cindee
46	600330	Boivin, Nancy
47	601004	Labonte, Veronique
48	600725	Llalla, Miranda
49	601006	Lejeune, Aline
50	601012	Begin, Guylaine
51	601013	Spurrell, Dorothy
52	600938	Drong, Kristine
53	601023	Keith, Meaghan
54	600486	Dufresne, Patricia
55	601050	Scott, Tammyanne
56	601146	Shepherd, Jillian
57	601191	Ouellet, Sylvie
58	601275	Alberts, Julie
59	601213	Scardino, Kimberley
60	601370	Berezowski, Jessica
61	600493	Lowe-Dunkley, Lorraine
62	601320	Cognata, Giuseppina
63	601437	Aime, Josiane
64	601565	Clementino, Stacy
65	601598	Gagnon, Isabelle
66	601656	McInroy, Jennifer
67	601661	Ilieva, Bilyana
68	601660	Bouchard, Jean-Francois
69	601762	Pirri, Sara
70	601764	Rego, Amber
71	601809	Morrow-Plouffe, Vicky
72	601807	Phillips, Kelly
73	601808	Januszewski, Lauren
74	601805	Bergie, Jennifer
75	601806	Cutrara, Mairead
76	601816	Brodeur, Valerie
77	601817	Page-Sauvesty, Mathilde
78	601811	Fontaine, Lyviane
79	601818	Capellan Hernandez, Noelly
80	601819	Boisvert, Rachel
81	601823	Vinci, Alyssa
82	601827	Thibodeau, Mariana

83	601829	Barlow, Deana
84	601828	Morgan, Justine
85	601834	Shaw, Akshay
86	601838	Seegobin, Vasudev
87	601873	Theberge, Julie
88	601875	Gingras, Gabrielle
89	601876	Parent, Claudine
90	601883	Hosmer, Amanda
91	601890	Keenan, April
92	601899	Malone, Kimberly
93	601902	Derusha, Renee
94	601905	Pourang-Rad, Parisa
95	601911	Capellan Hernandez, Jasmina
96	601921	Capellan Hernandez, Delis
97	601919	Saidane, Elodie
98	601918	Cliche, Isabelle
99	601925	Dolmer, Shaina
100	601393	Lachance, Manon
101	601945	Tull, Dahlia
102	601942	Russell, Dahlia
103	601944	Khatib, Huda
104	602017	Vincent, Jameela
105	602016	Baird, Teri
106	602018	Forget, Marilyn
107	602020	Seguin, Karine
108	602026	Fruci, Rosalba
109	602031	Lemay, Cynthia
110	602035	Courval, Emilie
111	602143	Pirri, Carly
112	602181	Safie, Sarah
113	602180	Singer, Allison
114	601854	Rouleau-Veilleux, Joanie
115	602189	Caron, Marie-Pier
116	602191	Lemieux Suret, Karine
117	602196	Paradis, Stephanie
118	602199	Quirion, Sebastien

APPENDIX “B” – APPENDIX C, WEEKLY AND HOURLY RATES OF PAY, AS AMENDED

SALARY GROUP C

Step	1.50%		1.50%		1.75%		2.00%		2.00%	
	April 1, 2019		April 1, 2020		April 1, 2021		April 1, 2022		April 1, 2023	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	\$ 633.60	\$ 17.60	\$ 642.96	\$ 17.86	\$ 654.12	\$ 18.17	\$ 667.08	\$ 18.53	\$ 680.40	\$ 18.90
2	\$ 673.56	\$ 18.71	\$ 683.64	\$ 18.99	\$ 695.52	\$ 19.32	\$ 709.56	\$ 19.71	\$ 723.60	\$ 20.10
3	\$ 720.36	\$ 20.01	\$ 731.16	\$ 20.31	\$ 744.12	\$ 20.67	\$ 758.88	\$ 21.08	\$ 774.00	\$ 21.50
4	\$ 774.72	\$ 21.52	\$ 786.24	\$ 21.84	\$ 799.92	\$ 22.22	\$ 815.76	\$ 22.66	\$ 831.96	\$ 23.11
5	\$ 828.72	\$ 23.02	\$ 841.32	\$ 23.37	\$ 856.08	\$ 23.78	\$ 873.36	\$ 24.26	\$ 891.00	\$ 24.75
6	\$ 902.52	\$ 25.07	\$ 916.20	\$ 25.45	\$ 932.40	\$ 25.90	\$ 951.12	\$ 26.42	\$ 970.20	\$ 26.95

Note: The interval between Steps shall be twelve months

SALARY GROUP B

Step	1.50%		1.50%		1.75%		2.00%		2.00%	
	April 1, 2019		April 1, 2020		April 1, 2021		April 1, 2022		April 1, 2023	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	\$ 721.44	\$ 20.04	\$ 732.24	\$ 20.34	\$ 745.20	\$ 20.70	\$ 759.96	\$ 21.11	\$ 775.08	\$ 21.53
2	\$ 766.08	\$ 21.28	\$ 777.60	\$ 21.60	\$ 791.28	\$ 21.98	\$ 807.12	\$ 22.42	\$ 823.32	\$ 22.87
3	\$ 820.80	\$ 22.80	\$ 833.04	\$ 23.14	\$ 847.44	\$ 23.54	\$ 864.36	\$ 24.01	\$ 881.64	\$ 24.49
4	\$ 882.36	\$ 24.51	\$ 895.68	\$ 24.88	\$ 911.52	\$ 25.32	\$ 929.88	\$ 25.83	\$ 948.60	\$ 26.35
5	\$ 943.56	\$ 26.21	\$ 957.60	\$ 26.60	\$ 974.52	\$ 27.07	\$ 993.96	\$ 27.61	\$ 1,013.76	\$ 28.16
6	\$ 1,026.72	\$ 28.52	\$ 1,042.20	\$ 28.95	\$ 1,060.56	\$ 29.46	\$ 1,081.80	\$ 30.05	\$ 1,103.40	\$ 30.65

Note: The interval between Steps shall be twelve months

SALARY GROUP A

Step	1.50%		1.50%		1.75%		2.00%		2.00%	
	April 1, 2019		April 1, 2020		April 1, 2021		April 1, 2022		April 1, 2023	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	\$ 826.20	\$ 22.95	\$ 838.44	\$ 23.29	\$ 853.20	\$ 23.70	\$ 870.12	\$ 24.17	\$ 887.40	\$ 24.65
2	\$ 872.64	\$ 24.24	\$ 885.60	\$ 24.60	\$ 901.08	\$ 25.03	\$ 919.08	\$ 25.53	\$ 937.44	\$ 26.04
3	\$ 929.16	\$ 25.81	\$ 943.20	\$ 26.20	\$ 959.76	\$ 26.66	\$ 978.84	\$ 27.19	\$ 998.28	\$ 27.73
4	\$ 990.72	\$ 27.52	\$ 1,005.48	\$ 27.93	\$ 1,023.12	\$ 28.42	\$ 1,043.64	\$ 28.99	\$ 1,064.52	\$ 29.57
5	\$ 1,059.84	\$ 29.44	\$ 1,075.68	\$ 29.88	\$ 1,094.40	\$ 30.40	\$ 1,116.36	\$ 31.01	\$ 1,138.68	\$ 31.63
6	\$ 1,140.84	\$ 31.69	\$ 1,158.12	\$ 32.17	\$ 1,178.28	\$ 32.73	\$ 1,201.68	\$ 33.38	\$ 1,225.80	\$ 34.05

Note: The interval between Steps shall be twelve months

APPENDIX "C" – EMPLOYEES UPGRADING TO SALARY GROUP B

	PIN	Name
1	95569	Vallee, Isabel
2	601272	Marcil, Isabelle
3	601198	Loiselle, Agathe
4	600939	Bond, Patricia
5	600930	Warden, Bonita
6	601549	Hasani, Artan
7	100144	Vicente, Anna Paula
8	601933	Giallo, Hazel
9	600723	Gibson, Jonna
10	601934	Sutherland, Katherine
11	601900	Madahbee, Pauline
12	78540	Barone, Joseph J
13	602187	Boutin, Marie-Kim
14	601910	Morin, Diane
15	601923	Carrier, Melanie
16	600648	Anderson, Cheryl
17	600763	Thompson, Aerlyn
18	602200	Lazarovitz, Laine
19	601655	Melski, Heather
20	86518	Yue, Eileen

APPENDIX "D" – LIST OF OCCUPATIONS, AS AMENDED

**APPENDIX A
LIST OF CLERICAL AND ASSOCIATED OCCUPATIONS**

Salary Group C

Salary Group B

Associate, CSC Project Support

Associate, Finance

Associate, Human Resources

Associate, IS/IT

Associate, Material

Associate, Payroll

Associate, Quality Assurance

Associate, Sales and Service Support

Associate, Administrative Support

Associate, Regional Support

Salary Group A

Senior Associate

**APPENDIX “E” – MEMORANDUM OF AGREEMENT – OCCUPATIONS AND JOB
DESCRIPTIONS, NEW**

OCCUPATIONS AND JOB DESCRIPTIONS

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The parties agree to the establishment of a committee for the purposes of discussing issues related to the clerical occupations and job descriptions.

The topics of discussion may include, but are not limited to, clarifying the functions performed within the various occupations, the sharing of clerical resources between more than one occupation on a temporary or permanent basis, the potential for merging of certain occupations, etc...

Each party will have a maximum of two representatives on the committee.

The first meeting shall be scheduled during the second quarter of 2021, unless the parties mutually agree to extend this timeline. Any additional meeting(s) will be scheduled at a mutually agreeable date(s).

APPENDIX "F" – ARTICLE 9 DEFINITIONS, AS AMENDED

ARTICLE 9 Definitions

9.01

- (f) "Part-Time Employee" means an employee who is normally required to work less than the basic hours of work.

A Regular Part-Time employee will be scheduled to work a minimum of three days per week at a minimum of 7 hours per day, unless mutually agreed otherwise. **A regular part-time employee, upon accumulating 3640 hours worked as defined in the Letter of Intent on Hours Worked, shall be reclassified to regular full-time status in their permanent occupation and reporting centre.**

A Temporary Part-Time employee will be scheduled to work a minimum of two days per week at a minimum of 7 hours per day, unless mutually agreed otherwise.

APPENDIX "G" – ARTICLE 24 JOB POSTING PROCEDURES, AS AMENDED

ARTICLE 24 JOB POSTING

Job Opening

24.03 (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 or Regular Part-Time employee staff within a Work Location, including any upgrade from Regular Part Time to Regular Full Time,
- (ii) any permanent upgrade to an occupation of a higher salary group,
- ~~(iii) when a Regular Part-Time employee has been working the same basic hours of work as a Regular Full-Time employee for a continuous period of 24 months,~~
- (iv) when a job has been filled by a temporary transfer, by either one or more individuals, for 24 consecutive months.;
- ~~(v) when, after June 1, 2002, a Regular Part Time employee has obtained 36 cumulative months of working the same basic hours of work as a Regular Full-Time employee during a consecutive 48 month period.~~

(b) Notwithstanding the provisions of the definition of a job opening above, there are no job openings created when:

- (i) organization structures are merged or otherwise reorganized, when functions are realigned, or when employees follow their work to another Work Location in connection with a closure, consolidation or centralization;
- (ii) when a regular part-time employee, having accumulated 3640 Hours Worked, is being reclassified to regular full-time.**

APPENDIX “H” – MEMORANDUM OF AGREEMENT – HOURS WORKED, NEW

HOURS WORKED

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

This is to confirm our understanding reached during bargaining for the renewal of the Clerical and Associated Employees Collective Agreement regarding the hours that will be considered in the calculation of Hours Worked towards reclassification of employees from regular part-time to regular full-time.

Hours worked shall include all hours recorded as Regular as well as Vacation and Statutory Holidays. For further clarity the time codes that will be included in this calculation are as follows:

REG, V##, HMP, HDP, PGP, POP, TGP, OSP, OBP, OEP, OGP, OUP, OXP, OZP, WOP, WOU, MAP, MLP

Please note that for administrative or other purposes, the actual codes listed above are subject to change, however, the actions that they represent shall remain included in the calculation of hours worked.

APPENDIX "I" – LETTER OF INTENT – RECLASSIFICATIONS, NEW

LETTER OF INTENT

RECLASSIFICATIONS

This is to confirm our understanding reached during bargaining for the renewal of the Clerical and Associated Employees Collective Agreement regarding the reclassification process for a specified list of employees from regular part-time to regular full-time status.

The following four (4) regular part-time employees will be offered the option to be reclassified to regular full-time status in their occupation and reporting centre upon accumulating 1820 hours worked, as defined in the Memorandum of Agreement on Hours Worked, after the date of signing:

- | | | | |
|-----------|-----------------------------|------------------------|----------|
| 1. | Phylip Trepanier Di Fruscia | Material | Montreal |
| 2. | Christian Zuccarini | Material | Toronto |
| 3. | Katherine Sutherland | Administrative Support | Hamilton |
| 4. | Hazel Giallo | Administrative Support | Toronto |

APPENDIX "J" – ARTICLE 10 SENIORITY, AS AMENDED

ARTICLE 10
SENIORITY

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

APPENDIX "K" – ARTICLE 17 WAGE ADMINISTRATION, AS AMENDED

**ARTICLE 17
WAGE ADMINISTRATION**

~~17.04~~ All wage adjustments shall be effective at the beginning of the next pay period.

17.04 The effective day for an increase shall be the first day of the pay period following the achievement of the step of the wage schedule.

APPENDIX "L" – ARTICLE 18 HOURS OF WORK, AS AMENDED

**ARTICLE 18
HOURS OF WORK**

Relief Periods

18.23

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

Alternatively, one (1) 30 minute relief period may be scheduled during an employee's tour of duty subject to mutual agreement between the employee and manager. Approval of such alternate option will not be unreasonably withheld.

APPENDIX "M" – ARTICLE 20 HOLIDAYS, AS AMENDED

**ARTICLE 20
HOLIDAYS**

20.14(a)

One (1) of these days off with pay will be scheduled during the period from ~~December~~ **November 1st** to the ~~15th of January~~ **last day of February** of the following year.

APPENDIX “N” – ARTICLE 21 ANNUAL VACATION, AS AMENDED

**ARTICLE 21
ANNUAL VACATION**

21.08 (a) Vacation schedules shall be prepared and posted each year by the Company between January 1st and February 1st with due consideration to seniority, provided that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. However, a Regular Employee shall be afforded the opportunity to select vacation from the Company’s schedule before a Regular Term or Temporary Employee. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

(b) For the purposes of vacation selection, all employees reporting to the same immediate manager shall be considered a seniority unit.

**APPENDIX "O" – MEMORANDUM OF AGREEMENT – CHANGES TO VACATION ENTITLEMENT,
NEW**

CHANGES TO VACATION ENTITLEMENT

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The parties agree that any potential improvements to the number of weeks vacation entitlement, or years of service to be completed in order to qualify for additional vacation entitlement, made during the 2019 negotiations for the renewal of the Craft and Services Employees Collective Agreement will be implemented for this Clerical and Associated Employees Collective Agreement.

APPENDIX "P" – ARTICLE 24 JOB POSTINGS PROCEDURES, AS AMENDED

ARTICLE 24
JOB POSTING

24.06

Under subsections (ii) and (iii) above, 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. In any event, this period of time shall not exceed a ~~ten (10)~~ **thirty (30)** working days familiarization period.

**APPENDIX "Q" – MEMORANDUM OF AGREEMENT – CHANGES TO ARTICLE 25 SICKNESS
ABSENCE AND BENEFITS, AS AMENDED**

CHANGES TO ARTICLE 25 SICKNESS ABSENCE AND BENEFITS

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The parties agree that any potential improvements made to Article 25 Sickness Absence and Benefits during the ~~2015~~-**2019** negotiations for the renewal of the Craft and Services Employees Collective Agreement will be implemented for this Clerical and Associated Employees Collective Agreement.

For this reason, two (2) authorized bargaining representatives from the Clerical and Associated Employees bargaining unit, one (1) from Ontario and one (1) from Quebec, will be granted a maximum of one (1) day off work during their scheduled working hours, without deduction of wages, to attend the ~~2015~~-**2019** Craft and Services employees bargaining caucus when Article 25 is being reviewed.

APPENDIX "R" – ARTICLE 27 EMPLOYEE AND UNION INFORMATION, AS AMENDED

**ARTICLE 27
EMPLOYEE AND UNION INFORMATION**

Consolidations, Centralizations, Closures and Surplus

27.05 (a) Immediately upon learning of a potential consolidation, centralization, closure, or surplus situation that is less extensive than that which would be dealt with under the provisions of Article 11, Human Resources undertakes to meet with the appropriate National Officer of the Union, or their delegate, in order to initiate local meetings between management and Union representatives to consult on the impact of the consolidation, centralization, closure or surplus situation on employees, and to explore the options available and possible alternatives to deal with the situation. To the extent possible, a standardized approach should be developed by the parties as a response to such situations.

(b) The declaration of a surplus situation within an occupation and locality will take into account the repatriation of any core work that is being contracted out within the affected locality and which could be performed by employees who have the necessary qualifications.

APPENDIX “S” – SUPPLEMENTAL ALLOWANCE PLAN

Company Supplemental Allowance Plan (SAP) - Overview

Highlights

- The number of weeks covered by the company will increase significantly from 17 weeks to 36 weeks for the birth mother and from 10 weeks to 19 weeks for the other parent or for team members who adopt a child.
- Removal of nil payment for the first two weeks.

Eligibility for SAP benefits

All regular employees with at least six months of continuous employment prior to the commencement of their leave and receiving government benefits under the:

- Employment Insurance (EI) maternity or parental benefits; or
- Québec Parental Insurance Plan (QPIP) benefits

Maximum Coverage Period

Maternity: 17 weeks

Parental: 19 weeks (Birth mothers who receive the SAP benefits under the maternity leave are also entitled to the SAP benefits under the parental leave).

Adoption: 19 weeks

Salary Replacement

SAP plus EI/QPIP payments will replace 70% of the basic rate of pay you have at the time you start your leave for the covered period. Proof of EI/QPIP payments must be provided. The payments are biweekly on your pay schedule and without waiting. If both parents are working for the company, they can both receive SAP benefits as long as they are sharing the government benefits. Your total SAP benefits will be reduced by any salary you earn or additional EI/QPIP benefits you may receive during your covered period.

For part time employees the average basic salary earned on the 26 weeks preceding the leave is used instead of the basic rate of pay you have at the time you start your leave.

Outside Quebec

Parental SAP is calculated based on an EI rate of 55% (up to the maximum yearly insurable amount) even if the employee chose the Extended Parental Benefits under EI.

Quebec

SAP is calculated based on QPIP option chosen by the employee (Basic Plan 70%/55% or Special plan 75%)

APPENDIX "T" – MEMORANDUM OF AGREEMENT – GENDER NEUTRALITY, NEW

LANGUAGE REVIEW – GENDER NEUTRALITY

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The parties agree to the establishment of a committee to review the language of the collective agreement with the sole purpose of ensuring gender neutrality throughout.

Each party will have a maximum of two representatives on the committee. This committee will agree upon any required changes to the language, and no changes will be implemented unless mutually agreed upon by both parties.

It is agreed that the review of the English and French versions may be done separately but must involve at least one representative from each party.

This process must be completed within 30 days of the signing of the renewal collective agreement in order for the agreed upon language changes to be included in the printed version of the renewal collective agreement.

APPENDIX “U” – MEMORANDUM OF AGREEMENT – TESTING PROTOCOL, NEW

TESTING PROTOCOL

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The parties agree to the establishment of a committee to develop a standard protocol for testing when Clerical and Associated Employees apply to the Workforce Diversity Program.

Each party will have a maximum of two representatives on the committee. This committee agrees to work to identify and/or develop fair and reasonable testing measures that are relevant to the positions the employees are applying for. The Committee may invite subject matter experts to advise the committee if necessary.

This process will begin within 60 days of signing of the renewal collective agreement, unless the parties mutually agree to extend this timeline. The new standard protocol will be written as an MOA and considered as part of the collective agreement.

APPENDIX “V” – MEMORANDUM OF AGREEMENT – WOMEN’S ADVOCATE, NEW

WOMEN’S SUPPORT ADVOCATE

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The parties agree as follows:

1. Women from the Clerical and Associated employees bargaining unit facing situations of domestic violence or abuse may confer with a Women Union Support Advocate who can direct the employee towards the appropriate support mechanisms.
2. When the time required for the Women’s Advocate to carry out their role occurs during their scheduled tour of duty, it will be paid by the company. In such cases, the required time off shall be requested by the Advocate in advance. A female employee requiring assistance from the Women’s Advocate during their scheduled tour of duty will also be expected to request this time off in advance.
3. The number of Women Union Support Advocates shall not exceed one (1) in Ontario and one (1) in Quebec.
4. The company will ensure that Women’s Advocates will be afforded the time off required for training, all costs associated with which will be paid by the Union.
5. The Company and the Union shall agree on any additional reasonable guidelines within 30 days following the signing of this Memorandum of Agreement.

APPENDIX “W” – MEMORANDUM OF AGREEMENT – DOMESTIC VIOLENCE, NEW

VIOLENCE OR ABUSE IN PERSONAL LIFE

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The Company recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company agrees, when there is adequate and timely verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation.

Absences which are not covered by the provisions of article 25 will be granted as absence with pay, up to a maximum of five (5) days per calendar year.

APPENDIX "X" – MEMORANDUM OF AGREEMENT – SENIORITY TIE-BREAKER, AS AMENDED

SENIORITY – TIE BREAKER

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The parties have agreed to the following for the purpose of seniority tiebreaker, based on Article 10. If two or more employees have the same net credited service date, the parties have agreed to determine the seniority in the following order:

- ~~The employee occupying her present position the longest shall be deemed to have the most seniority.~~
- The employee with the lowest employee number (starting with the last three digits*) shall be deemed to have the most seniority.

~~The method of breaking a tie using employee number applies to all employees hired on or after May 9th, 2003, and to current employees with a net credited service date of January 1, 1998 onwards.~~

*In the event that a tie occurs using the last three digits of the employee number, then the last four digits of the employee number will be used.

**APPENDIX "Y" – MEMORANDUM OF AGREEMENT – JOB POSTING PROCEDURE –
ADMINISTRATIVE PROCEDURE, AS AMENDED**

JOB POSTING PROCEDURE, ADMINISTRATIVE PROCEDURE

MEMORANDUM OF AGREEMENT BETWEEN

EXPERTECH

AND

UNIFOR

REPRESENTING CLERICAL AND ASSOCIATED EMPLOYEES

The parties have agreed that the mechanized job posting system, the Company email system and the Company Intranet will be used for the Company's job posting process as follows:

- Designated union representatives will receive notifications of any posting(s) at least 24 hours in advance of the posting(s);
- Posting(s) will be sent via Company email to all employees on a Wednesday;
- Posting(s) will be placed on the Company Intranet on the same Wednesday they are sent to all employees via Company email;
- ~~The existing mechanized job posting system (800#) will remain active and accessible to employees and job posting(s) will be placed on that system on the same day they are sent via email and posted on the Company Intranet.~~

APPENDIX "Z" – LETTER OF INTENT – PENSION, AS AMENDED

LETTER OF INTENT

PENSION

PENSION PLAN

Any employee hired or rehired after ~~the date of ratification (February 26, 2007)~~ shall participate in the Company's Defined Contribution Pension Plan.

~~Any current employee shall have the opportunity to move from the current Defined Benefit Pension Plan into the Defined Contribution Pension Plan. This election must be made within sixty (60) days following the date of ratification (February 26, 2007). Otherwise, current employees shall remain in the Defined Benefit Pension Plan subject to any other opportunities the Company may offer.~~

PENSION DISCUSSIONS

Notwithstanding the provisions of Article 25.03 of the Collective Agreement, the Union and the Company agree to discuss alternative pension options, including post retirement benefits after any potential changes to the Bell Pension Plan.

Any changes to benefits will be reviewed with the Union and shall be subject to agreement between the parties.