

**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

The aforementioned parties agree as follows:

1. The terms of the offer submitted by the Company to the Union consist of the collective agreement dated 19 August 2004 amended to reflect the elements included in Schedule A of this Memorandum numbered from \_\_\_ to \_\_\_.
2. The undersigned members of the bargaining committee, representing the Union in negotiations with the Company, jointly and individually commit to submit the terms of the aforementioned offer to the employees in the unit for a ratification vote.
3. In the event of ratification by the employees by \_\_\_\_\_, the terms of the Company's offer, except for the letters of understanding, 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 \_\_\_\_\_ pursuant to the terms of the offer set out hereinabove.
4. The undersigned members of the bargaining committee representing the Company, being duly authorized to conduct the instant negotiations with the Union, hereby commit on behalf of the Company to sign a collective agreement pursuant to the terms of the offer set out hereinabove, in the event that the said terms are ratified by the Union's members by \_\_\_\_\_.

5. In the event of any disparity between the French and English versions of any component of this offer, the French version shall be deemed the official one. Moreover, any clerical or administrative error can be corrected before the signature of the collective agreement.

IN WITNESS WHEREOF, we have signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA

BELL CANADA

\_\_\_\_\_  
Richard Chaumont

\_\_\_\_\_  
Raynald Wilson

\_\_\_\_\_  
Sean Howes

\_\_\_\_\_  
Marc Bouvier

\_\_\_\_\_  
Mike Douse

\_\_\_\_\_  
Nick G De Nobile

\_\_\_\_\_  
René Jean

\_\_\_\_\_  
Steve Desgagné

\_\_\_\_\_  
Alain Ouellette

\_\_\_\_\_  
Dominique Ricard

\_\_\_\_\_  
Alain Paradis

\_\_\_\_\_  
Kevin Richmond

\_\_\_\_\_  
Mike Smith

**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 3**

**DEDUCTIONS**

**PRESENT**

**Union Dues**

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

**3.02** The Company agrees that all regular dues deductions will be processed on a monthly basis with the deduction being made in the second pay period of each month.

**3.03** As soon as possible after the end of each month, the Company will remit to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, by cheque, the amount so deducted. In addition, the Company will provide a list where possible by Local, showing the amount deducted from each employee. It is the responsibility of the Union to notify the Company, on a form approved by the Company, of the Local to which each employee pays dues.

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

**NEW**

**No change**

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

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

**3.03** As soon as possible after **each pay period**, the Company will remit to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, by cheque, the amount so deducted. In addition, the Company will provide a list where possible by Local, showing the amount deducted from each employee. It is the responsibility of the Union to notify the Company, on a form approved by the Company, of the Local to which each employee pays dues.

**3.04** No change

**PRESENT****NEW**

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

**3.05** No change

**Humanity Fund****No change**

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

**3.06** (a) No change

(b) This deduction from pay will be processed on a monthly basis and will be remitted to the account of the registered charitable organization designated as the CEP Humanity Fund, as soon as possible after the end of each month.

(b) This deduction from pay will be processed **each pay period** and will be remitted to the account of the registered charitable organization designated as the CEP Humanity Fund, as soon as possible after the end of each **pay period**.

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

**3.07** No change

**General****No change**

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

**3.08** No change

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

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

CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 4

UNION REPRESENTATION

PRESENT

**4.01** The number of Local Union representatives, including Local Officers, Chief Stewards and Stewards shall not exceed 700.

NEW

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

CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 4

UNION REPRESENTATION

PRESENT

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

NEW

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

**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 9**

**DEFINITIONS**

**PRESENT**

**NEW**

**9.01** Employee" means a person employed in Bell Canada to do skilled or unskilled manual or technical work in any of the occupations listed in Attachment A attached hereto, but does not include a person who,

(1) is employed in a confidential capacity in matters relating to industrial relations, or

(2) is employed as an occasional employee, or

(3) exercises Management functions.

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

**9.01** No change

No change

**Remove**

**(2)** Previously (3)  
No change

(a) No change

**PRESENT**

**NEW**

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

(b) No change

An Apprentice Technician may be offered a Regular position by the Company and, upon his acceptance, be reclassified in accordance with the provision of subsection 24.02 (b) (ii) in the order provided under subsection 24.02 (b).

**Remove**

(c) "Temporary Employee" means an employee who was engaged on the understanding that the period of employment was expected to continue for more than three weeks but not more than two years.

(c) No change

A Temporary employee, upon accumulating 24 months of time worked as defined in section 9.02, shall be offered a Regular Part-Time position and, upon his acceptance, be reclassified in accordance with the provisions of subsection 24.02 (b) (ii) in the order provided under subsection 24.02 (b). Should the employee refuse this offer, his employment shall be terminated.

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

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

(d) No change

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

(e) No change

A Part-Time employee shall not be construed to occupy or to have claim

No change



**PRESENT**

**NEW**

to a Full-Time position by virtue of having worked the basic hours of work established for a Full-Time employee.

(f) "Occasional Employee" means an employee who is engaged on the understanding that the period of employment will not exceed three consecutive weeks or 15 days of work in any calendar year.

(f) **Remove**

(g) "Probationary Employee"

(f) Previously (g)  
No change

An employee shall be considered to be a Probationary employee until he has been continuously employed by the Company for six months.

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

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

No change

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

No change

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

**9.02** No change

**Rehiring - Temporary Employees**

**No change**

**9.03** (a) A Temporary employee who has been continuously employed by the Company for six months and whose employment is terminated shall be

**9.03** (a) No change

**PRESENT**

**NEW**

listed on a rehiring list for former Temporary employees in order of accumulated time worked, and shall remain on the rehiring list for a maximum of six months following the end of his last period of employment.

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

(b) No change

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

(c) No change

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

(d) No change

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

(e) No change

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

(f) No change

**9.04** Where a former Temporary employee is rehired within his family, headquarters and district, in accordance with the provisions of section 9.03, he shall not be considered to be a Probationary employee.

**9.04 Remove**

**9.05** The provisions of section 9.03 do not apply to a Temporary employee who has rejected an offer of a Regular Part-Time position in accordance with

**9.04** Previously 9.05  
No change

**PRESENT**

**NEW**

the provisions of subsection 9.01 (c).

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

**9.05** Previously 9.06  
No change

CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 12

SAFETY AND HEALTH

PRESENT

NEW

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

**12.05** No change

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

No change

(a) The full cost up to a maximum of \$120.00 per calendar year for one pair of safety boots and/or one pair of overshoes to fit safety boots, or

(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 \$85.00 per calendar year for one pair of safety shoes and/or one pair of overshoes to fit safety shoes.

(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.

CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 12

SAFETY AND HEALTH

PRESENT

**12.07** The number of local Safety and Health Committees (Craft and Services) shall be as mutually agreed to by the parties, but in any event shall not exceed 22. These Committees are composed, in equal numbers, of employees and representatives of the Company.

NEW

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

CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 13

DISCIPLINARY AND NON-DISCIPLINARY ACTION

PRESENT

NEW

**Security Interviews**

**No change**

**13.10** A Steward or Chief Steward shall be granted immediately prior to a Security interview a maximum of 15 minutes to confer with the employee whom he represents.

**13.11** The Steward or Chief Steward shall, unless the employee objects, be invited by management to attend a Security interview whenever an employee is interviewed by a representative of the Company's Security Department.

**13.12** When present at the interview, the Steward or Chief Steward shall attend as an observer to the process and not as a participant.

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

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

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

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

**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 14**

**GRIEVANCES**

**PRESENT**

**NEW**

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

**Definitions**

**No change**

"Grievance" shall mean a statement that is submitted in accordance with the applicable procedure contained in this Article and which sets out any difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement.

"Grievance" shall mean a statement that is submitted by a grievor in accordance with the applicable procedure contained in this Article and which sets out any dispute pertaining to the interpretation, application, administration or alleged violation of any provision of this Agreement.

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

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

No change

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

No change

**PRESENT**

**NEW**

"Grievor" shall mean the employee concerned, a local of the Union, the Union or the Company.

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

**Grievance Procedure - Individual Grievances**

**Grievance Procedure - Individual and Group Grievances**

**Step 1**

No change

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

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

(a) to his second level of management by:

(a) No change

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

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

or

No change

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

(b) no change

**14.02** The second level Manager shall convene a meeting and render his decision orally within 10 days of receipt of the grievance. He shall sign and date the grievance form.

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



**PRESENT****NEW****Step 2**

No change

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

**14.03** No change

**14.04** The third level Manager shall meet with two representatives to be designated by the Union and, if deemed necessary by either party, the grievor, and shall render his decision within 10 days of being advised of the grievance. A written statement of position shall be entered by the third level Manager on the grievance form.

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

**Step 3**

No change

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

**14.05** No change

**14.06** A notice of intention to appeal to the Company Grievance Committee shall be forwarded to the Director of Industrial Relations, and shall include a written statement of the Union's position, signed and dated by an Officer or employee of the National Union. A copy of this statement shall be attached to a copy of the grievance form.

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

**14.07** The Company Grievance Committee shall meet with Union Representatives in an attempt to resolve the grievance, and shall furnish the Union within 30 days of receipt of the notice of the intention to appeal, with a written statement of the resultant grievance settlement, or, if

**14.07** No change

**PRESENT**

**NEW**

no settlement has been achieved, of the Company's final position.

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

**14.08** No change

**Company or Union Grievances**

**No change**

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

**14.09** No change

**14.10** This procedure shall not be used for processing individual grievances.

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

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

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

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

(1) No change

(2) in the case of a grievance concerning a practice, policy, event, or circumstance which has Company-wide application, it shall be submitted

(2) in the case of a grievance concerning a practice, policy, event, or circumstance which has Company-wide application, it shall be submitted

**PRESENT**

**NEW**

directly by the President of the Union, or an Officer of the Union, to the Director of Industrial Relations, or if a Company grievance, by the latter to the former. The submission and the processing of such a grievance shall be in accordance with the intent of Step 3 of the Individual Grievance Procedure.

directly by the President of the Union, or an Officer of the Union, to the **Director - Industrial Relations**, or if a Company grievance, by the latter to the former. The submission and the processing of such a grievance shall be in accordance with the intent of Step 3 of the Individual **and Group** Grievance Procedure.

**Time Limits**

**No change**

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

**14.12** No change

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

**14.13** No change

**General**

**No change**

**14.14** A grievance shall be in writing, on a standard form approved by the Company, and shall include:

**14.14** No change

(a) the grievor's name and occupation

(a) No change

(b) the date of the event giving rise to the grievance

(b) No change

(c) the nature of the grievance, including loss or detriment alleged to have been suffered

(c) No change

(d) the remedy sought from the Company

(d) No change

(e) the Article(s) alleged to

(e) No change

**PRESENT****NEW**

have been violated

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

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

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

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

**14.15** No change

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

**14.17** No change

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

**14.19** ***In respect of the presence of employees at the different steps of the grievance procedure in the case of a group grievance, the Local Union representative or the Union representative, where applicable, and the Company shall jointly agree on the number of employees who will participate and will be deemed***

**PRESENT**

**NEW**

*representative of the employees involved. If an agreement cannot be reached, the Local Union representative or the Union representative, where applicable, may invite a maximum of 10 percent of the employees involved, rounded to the next highest whole number.*

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

**14.20** Previously 14.19  
No change

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

**14.21** Previously 14.20  
No change

(a) upholding the Company's action

(a) No change

(b) reversing the Company's action

(b) No change

(c) any other arrangement which is acceptable to the parties

(c) No change

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

No change

**Complaint Procedure**

**No change**

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

**14.22** (a) previously 14.21  
No change

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

(b) No change

**14.22** A complaint shall follow the steps and observe the time limits provided in this Article for the processing of Individual Grievances, or Company and Union Grievances, as appropriate.

**14.23** A complaint shall follow the steps and observe the time limits provided in this Article for the processing of Individual **and/or Group** Grievances, or Company and Union Grievances, as appropriate.

**14.23** Subject to section 14.24 it is agreed that a written statement of settlement, or failing settlement, a

**14.24** No change

**PRESENT**

**NEW**

written statement of Company position, at Step 3 shall constitute the final resolution of the complaint.

**14.24** Where, prior to a Step 2 meeting, the Union alleges that the subject matter of a complaint is a difference relating to the interpretation, application, administration or alleged violation of any provision of this Agreement, the Union shall identify the provision of the Agreement allegedly violated and that matter may then be pursued as a grievance.

**14.25** No change

**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 15**

**ARBITRATION**

**PRESENT**

**NEW**

**Expedited Arbitration Process**

**No change**

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

**15.06** No change

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

(a) No change

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

(b) No change

(c) The Union shall assign to these Arbitrators, no later than 30 calendar days prior to its sitting, the grievance(s) to be heard. No more grievances than can reasonably be heard within the sitting days provided in that month may be referred to that Arbitrator.

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

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

**15.07** No change

**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 17**

**WAGE ADMINISTRATION**

**PRESENT**

**NEW**

**Pay Days**

**No change**

**17.11** An employee shall be paid every alternate Wednesday at his basic rate of pay for the two-week period ending the Saturday previous to the pay day and for overtime work and other additions in pay during the two-week period which precedes the period for which the basic rate is paid. Pay will be adjusted for unpaid absences which occurred during such earlier two-week period.

**Remove**

**The last pay day on a Wednesday will be on April 20, 2005. Effective on May 6, 2005**

**Remove**

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

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

**17.12** When an employee is required to go to an office of the Company to receive his pay cheque, he may do so during working hours.

**17.12 Remove**

***Numbering of subsequent sections is adjusted accordingly.***



**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 18**

**HOURS OF WORK**

**PRESENT**

**NEW**

**Definitions**

**No change**

For the purpose of this Agreement,

No change

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

**18.01** No change

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

(a) No change

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

(b) No change

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

(c) No change

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

(d) No change

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

(e) No change

**PRESENT**

**NEW**

**Full-Time Employees**

**No change**

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

**18.02** No change

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

No change

**Part-Time Employees**

**No change**

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

**18.03** No change

A Regular Part-Time employee shall be scheduled a minimum of 15 hours per week, in increments of not less than one-half tour, except in situations where the Director - Industrial Relations and the appropriate Vice-President of the Union or their delegate agree that a number of employees are surplus.

A Regular Part-Time employee shall be scheduled a minimum of **60** hours per **established period of 4 weeks**, in increments of not less than one-half tour, except in situations where the Director - Industrial Relations and the appropriate Vice-President of the Union or their delegate agree that a number of employees are surplus.

**Additional Straight Time**

**No change**

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

**18.04** No change

**Banked Time**

**No change**

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

**18.05** No change

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

No change

(a) An employee's request to bank such time off in lieu of payment

(a) No change

**PRESENT****NEW**

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

(b) An employee may request to be compensated by time off in lieu of payment of the premiums provided under sections 18.23 and 18.25 in accordance with the provisions of this section.

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

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

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

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

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

The day off will not be rescheduled for indisposition occurring after the employee leaves work on the last day preceding the day

**(b)** Remove

**(b)** Previously (c)  
No change

**(c)** Previously (d)  
No change

**(d)** previously (e)  
Notwithstanding sub-section 18.05 **(b)**, and providing that he has sufficient time banked, a part-time employee who worked less than 37.5 hours in a week may use banked time to top-up his hours of work in that week to a maximum of 37.5 hours  
No change

**(e)** Previously (f)  
No change

**(f)** Previously (g)  
No change

No change

**PRESENT****NEW**

scheduled for taking banked time off.

**Arrangement and Assignment  
of Tours of Duty**

**No change**

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

**18.06** (a) No change

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

(b) No change

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

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

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

**18.08** No change

**18.09** Where an employee is required to work overtime on a Sunday and works his basic hours for that day, such tour of duty shall be considered as a part of his scheduled work week for pay purposes and his scheduled work week will be unaffected. If the employee has not been given 48 hours notice of such overtime work, he shall receive an additional one hour's pay.

**18.09** *Remove*

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

**18.09** Previously 18.10  
No change

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

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

**PRESENT**

**NEW**

by posting.

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

**18.11** Previously 18,12  
No change

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

**18.12** Previously 18.13  
No change

**Meal Period**

**No change**

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

**18.13** Previously 18.14  
No change

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

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

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

**18.15** Previously 18.16  
No change

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

**18.16** Previously 18.17  
No change

**Premium Pay for Changes  
in Scheduled Tours**

**No change**

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

**18.17** Previously 18.18  
No change

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

(a) No change

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

(b) No change

However, if the interval between the start of the last relief

No change

**PRESENT**

**NEW**

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

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

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

**18.19** (a) If a Full-Time employee is given less than four days' notice, by posting, of a change in his scheduled work week, he shall be paid one-half time extra for time worked on a day outside the work week previously scheduled, but only for the number of days by which the notice given is short of the four days' notice requirement. Any change in scheduled work week arising from the application of section 18.09 shall not require notice by posting.

(b) The four days' notice as referred to in subsection 18.19 (a) will commence on the day following the actual day of notice to either the new tour of duty which is outside the previous scheduled work week or to the cancelled tour of duty, whichever comes first.

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

**18.20** 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                      Differential**

Less than 2	\$ 1.35
2 but less than 4	2.36
4 but less than 6	3.50
6 and over	5.11

**18.21** Differentials shall not be

(c) No change

**No change**

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

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

**No change**

**18.19** Previously 18.20  
No change

No change

**18.20** Previously 18.21

**PRESENT**

**NEW**

paid:

No change

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

(a) No change

(b) For paid absence from duty.

(b) No change

(c) For any period where an employee is being paid a premium under sections 18.18 or 18.19, except that differentials shall be paid for off-normal tours of duty worked on Sunday where an employee is changed from one scheduled tour of duty to another without four days' notice being given.

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

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

**18.21** Previously 18.22  
No change

**Premium Pay For Consecutive Saturdays Worked**

**Remove**

**18.23** An employee who is scheduled to work five days per week, or ten days over a two week period, and who, at the direction of the Company, works at least 3 ¾ hours on each of successive Saturdays, shall, except as otherwise provided in section 18.24, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

**18.23 Remove**

**18.24** This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials, is higher than his basic rate of pay.

**18.24 Remove**

**Sunday Premium Pay**

**Remove**

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

**18.25 Remove**

**18.26** This premium shall not be included in wage payments for paid

**18.26 Remove**

**PRESENT**

**NEW**

absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.20 and 18.22 and the special compensation provided in section 18.27, is higher than his basic rate of pay.

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

**No change**

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

**18.22** Previously 18.27  
No change

**Time Spent Travelling in Company Vehicle**

**No change**

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

**18.23** Previously 18.28  
No change

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

**18.24** Previously 18.29  
No change

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

**No change**

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

**18.25** Previously 18.30  
No change

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

(a) No change

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

(b) No change



**PRESENT**

**NEW**

(c) Travel time under subsection 18.30 (a) and (b) shall be paid for on a straight time basis.

(c) No change

**Relief Period**

**No change**

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

**18.26** Previously 18.31  
No change

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

(b) No change

**Work at a Visual Display Terminal**

**No change**

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

**18.27** Previously 18.32  
No change

**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 19**

**OVERTIME**

**PRESENT**

**NEW**

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

**19.01** No change

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

(a) No change

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

(b) No change

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

**19.02** No change

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

**19.03** No change

**PRESENT****NEW****19.04 (a) Day Tours**

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

**(b) Off-Normal Tours**

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

**19.04 (a) No change**

An employee is entitled to a minimum of eight consecutive hours off work during the 24 hour period commencing with the start of his regular tour. Seven of these hours should normally be between the hours of midnight and 7:00 A.M. for those employees working a day tour. An employee who works non-scheduled overtime (that is, overtime without **24** hours notice), shall have the hours worked between midnight and 7:00 A.M. reduced from his next scheduled tour provided that the employee begins the next scheduled tour within eight hours of the conclusion of the overtime hours worked. Where the overtime immediately precedes his next scheduled tour or if the Company requires the employee to commence his next scheduled tour without eight consecutive hours off the job, the length of his tour shall be reduced by an amount of time equivalent to the overtime hours worked between midnight and 7:00 A.M. All employees will be paid on a straight time basis for any time on his next scheduled tour for which he is excused because of working on an overtime basis between the hours of midnight and 7:00 A.M.

**(b) No change**

No change

**PRESENT**

**NEW**

and the actual time the employee had off the job between scheduled tours.

**Overtime Payments -**

**No change**

**Full-Time Employees**

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

**19.05** No change

(a) in excess of two hours in one week, or

(a) in excess of **four** hours in one week, or

(b) on a Sunday without 48 hours' notice, or

(b) **Remove**

(c) in excess of the basic hours of work and time worked in accordance with section 18.04 on a holiday without 48 hours' notice.

**(b)** previously (c)  
No change

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

No change

**19.06** Except as otherwise provided in section 19.05, where an employee is required to work in excess of seven minutes of overtime either immediately before or after his scheduled tour of duty and time worked in accordance with section 18.04, he shall be paid for the total additional time worked reported to the nearest quarter hour in accordance with the following table:

**19.06** No change

<b><u>Minutes Worked</u></b>	<b><u>Reported To Nearest 1/4 Hour</u></b>
8 - 22	1/4
23 - 37	1/2
38 - 52	3/4
53 - 67	1
68 - 82	1 1/4
83 - 97	1 1/2
98 - 112	1 3/4
113 - 127	2
128 - 142	2 1/4
etc.	etc.

No change

No change

**19.07** A meal period shall not, except as provided in section 18.17, be included in the calculation of overtime but shall not break the

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

**PRESENT**

continuity of such overtime.

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

**19.09** (a) An employee who is required to work overtime which does not immediately precede or continue after his scheduled tour of duty, and who reports for work, shall be paid on an overtime basis for all such overtime worked. If the employee has not been given 48 hours' notice of such overtime work, he shall receive an additional one hour's pay except where the provisions of section 18.09 apply.

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

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

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

**Overtime Payment -  
Part-Time Employees**

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

**NEW**

continuity of such overtime.

**19.08** No change

**19.09** (a) An employee who is required to work overtime which does not immediately precede or continue after his scheduled tour of duty, and who reports for work, shall be paid on an overtime basis for all such overtime worked. If the employee has not been given **24** hours' notice of such overtime work, he shall receive an additional one hour's pay.

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

(c) In addition to the hours for which overtime will be paid under subsections 19.09 (a) and (b), an employee called-out with less than **24** hours notice shall be paid, on an overtime basis, except for the overtime worked under these subsections, from the time he was called until he arrives back at home, up to a maximum of four hours. Such time shall be considered as time worked.

**19.10** When an employee is called in to work overtime without **24** hours' notice, and the overtime work continues until the start of his scheduled tour, he shall be paid up to a maximum of four hours at time and one-half, from the time he was called to the time he actually reports for work.

**No change**

**19.11** No change

**PRESENT**

**NEW**

eight hours.

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

**19.12** No change

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

**19.13** Where a Part-Time employee has worked the basic hours per week in a given week, payment for overtime worked ***in excess of four hours in one week shall be at the employee's hourly rate multiplied by two times the hours worked.***

(a) in excess of two hours in one week, or

(a) **Remove**

(b) on a Sunday without 48 hours' notice, shall be at the employee's hourly rate multiplied by two times the hours worked.

(b) **Remove**

**Remove**

CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 20

HOLIDAYS

PRESENT

NEW

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

**20.02 (a)** previously 20.02  
No change

**20.02 (b)** *Notwithstanding the provisions of section 20.01, an employee may, by mutual agreement with the Company, use the third Monday in June (Ontario only) or the first Monday in August (Quebec only) to take time off on another day, which must be taken during the same calendar year.*

**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 22**

**TRANSFERS AND REASSIGNMENTS**

**PRESENT**

**NEW**

**Definitions**

**No change**

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

No change

"Reassignment" means an employee's assignment to another occupation 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 20 airline km radius from his reporting centre.

"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 the assignment of an employee on the basis that he will be required by the Company to begin or end his scheduled tour of duty in a headquarters other than his own, 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 20 airline km from his assigned 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 of an employee to an occupation of a higher classification.

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

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

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



**PRESENT**

**NEW**

"Lateral" means the reassignment of an employee to a different recognized function within the same occupation, or to another occupation of the same classification as the employee's former occupation.

**Remove**

"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).

No change

"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.

No change

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

No change

"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.

No change

**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.

**22.01** No change

**Transfers**

**No change**

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

**22.02** (a) No change

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

(b) No change

***(c) Notwithstanding the provisions of subsection 22.02(a), the period specified in subsection 22.02(b) may be extended by a second continuous***

**PRESENT**

**NEW**

***period of 90 days or less.***

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

**22.03** No change

**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.

**22.04** No change

**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.

**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-quarter** 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 18.20 and 18.22 and the premium provided in section 18.25, is higher than his basic rate of pay.

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

**Permanent Transfer**

**No change**

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

**22.06** No change

**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

**22.07** No change

**PRESENT****NEW**

voluntarily, providing the remaining employees within the district at the reporting centre from which the transfer is to be made have the necessary qualifications to complete the work remaining.

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

**22.08** No change

**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.

**22.09** No change

**Temporary Transfer****No change**

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

**22.10** No change

**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

**22.11** No change

**PRESENT**

**NEW**

seniority unit, at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining.

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

**22.12** No change

**Permanent Transfer**

**No change**

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

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

**22.13** (a) No change

- 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.

No change

(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

(b) No change

**PRESENT**

**NEW**

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**

**No change**

**22.14** Notwithstanding the provisions of sections 22.07, 22.08, 22.10, 22.11, 22.13, Article 24 and section 33.02, 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:

**22.14** No change

(a) Health or Disability

(a) No change

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

No change

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

No change

(b) Surplus

(b) No change

where the Director of Industrial Relations and the President of the Union 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;

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

(c) Demotion Within Unit

(c) No change

where an employee is involuntarily demoted within the bargaining unit;

No change

**PRESENT**

**NEW**

- |  |                                       |
|--|---------------------------------------|
| <p>(d) Business Needs</p> <p>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;</p> | <p>(d) No change</p> <p>No change</p> |
| <p>(e) Placement of Former Manager</p> <p>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);</p>                 | <p>(e) No change</p> <p>No change</p> |
| <p>(f) Employment Equity</p> <p>where a person is placed into the bargaining unit, for the purpose of Employment Equity, in accordance with section 33.02;</p>   | <p>(f) No change</p> <p>No change</p> |
| <p>(g) Redeployment, New Business and New Technology</p> <p>where a person is moved within, or placed into, the bargaining unit for reason of</p>  | <p>(g) No change</p> <p>No change</p> |
| <p style="padding-left: 40px;">(i) redeployment due to lack of work or priority of work, or</p>  | <p>(i) No change</p>                  |
| <p style="padding-left: 40px;">(ii) the start-up of a new business</p>   | <p>(ii) No change</p>                 |

**PRESENT**

**NEW**

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 the National Union and Corporate Industrial Relations is required to approve the application of this exception. The Union agrees that its approval in these situations will not unreasonably be withheld;

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.

No change

(h) Return from Leave of Absence

(h) No change

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

No change

(i) Transfer from another bargaining unit or Company

(i) No change

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

No change

**PRESENT**

**NEW**

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.

No change



**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 23**

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

**PRESENT**

**NEW**

**Travel Allowance To and From  
the Job**

**No change**

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

**23.01** No change

(i) to a reporting centre less than 30 airline km from his reporting centre, less than 20 airline km in the case of an employee in Montreal and Toronto, 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.

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

**PRESENT****NEW**

(ii) to a reporting centre 30 or more airline km from his reporting centre, 20 or more airline km in the case of an employee in Montreal and Toronto, 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, 20 or more airline km in the case of an employee in Montreal and Toronto, and further away from his home than his reporting centre, he may elect the provisions of subsection 23.01 (a) paragraph (iii) or to change his residence in accordance with the provisions of section 22.09 in which case that location shall become his reporting centre immediately.

(b) Where the notice referred to in section 22.01 has been given and

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

(iii) No change

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

(b) No change

**PRESENT****NEW**

where an employee is assigned to a reporting centre outside his headquarters, that new location shall become his reporting centre 120 days following the first day he reports to that location.

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

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

(b) Where an employee is directed to start or end his tour of duty at a job location outside of his reporting locality but within 30 airline km of his reporting centre, within 20 airline km in the case of an employee in Montreal and Toronto, and where there is no convenient public transportation to that job location, the employee may either:

- (i) report to his reporting centre, provided that he advises his manager in advance, or
- (ii) agree to report directly to the job location, as directed, in which case the provisions of section 23.04 apply.

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

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

(c) No change

**23.02** (a) No change

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

- (i) No change
- (ii) No change

**23.03** No change

**23.04** (a) No change

**PRESENT**

**NEW**

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

<u>AIRLINE DISTANCE FROM REPORTING CENTRE</u>	<u>DAILY TRAVEL ALLOWANCE</u>	
More than 2 but less than 7 km	\$9.58	No change
7 or more but less than 15 km	12.50	
15 or more but less than 30 km	18.00	
each additional 1 km	0.56	

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

(b) No change

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

(c) 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, 20 and 72 airline km inclusive in the case of an employee in Montreal and Toronto, from the employee's reporting centre provided the employee so requests it and his manager reasonably decides that

**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

(a) No change

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

(b) No change

**PRESENT**

**NEW**

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

(c) No change

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

(d) No change

**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.

**23.06** No change

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

**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-quarter** time extra for the basic hours of work for as many days as he is away overnight for the balance of the seven day period.

(b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.20 and 18.22 and the premium provided in section 18.25, is higher than his basic rate of pay.

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

**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 24**

**JOB POSTING PROCEDURES**

**PRESENT**

**NEW**

**Definitions**

**No change**

"Family" means the groupings of jobs within the various Craft and Services groups as provided in Attachment D of this Agreement. **Remove**

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

**912B Procedure**

**Remove**

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

**24.01 (a)** The definition of a job opening for the purposes of the **Job Posting Procedure is any permanent addition or replacement to the Regular employee staff, excluding Regular Term.**

(i) any permanent addition or replacement to the Regular employee (excluding Regular Term) staff within a District/NST from outside the District and/or NST, **Remove**

(ii) any permanent reclassification to Regular Part-Time or Regular Full-Time status. **Remove**

**NEW**

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

(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.

**24.02** (a) (i) An employee wishing to apply for another job or location shall complete an electronic 912B form. An electronic copy of the request will be forwarded to the employee and every designated union representative from each of the union locals concerned. The remaining copies shall be kept on file for consideration by the Company in the filling of job openings, it being expressly understood that requests will only be considered for employees whose performance on their existing job meets job requirements.

**24.02** (a) (i) **Remove**

(ii) Notwithstanding the above, a Regular Part-Time employee wishing to apply for Regular Full-Time status in the same job and location shall also complete a 912B application.

(ii) **Remove**

(iii) An employee may have a maximum of six (6) active 912B applications at any one time.

(iii) **Remove**

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

(b) **Remove**

**NEW**

following order:

- |   |                     |
|---|---------------------|
| (i) A 912B applicant.   | (i) <b>Remove</b>   |
| (ii) An employee reclassified in accordance with the provisions of subsections 9.01 (b) or 9.01 (c).  | (ii) <b>Remove</b>  |
| (iii) A 912D applicant.   | (iii) <b>Remove</b> |
| (iv) A clerical employee applicant.   | (iv) <b>Remove</b>  |
| (v) Any other person.   | (v) <b>Remove</b>   |
| (c) From among the 912B applicants, candidates are to be selected on the basis of the most senior from among those who are qualified, in the following order:   | (c) <b>Remove</b>   |
| (i) from employees in positions within the same family, having the same occupational title, of the same class, and on the same wage schedule as the job opening (where applicable, selection priority shall first be given to employees within this category who are qualified in the functional preference, as shown in Attachment D, specified for a Business Technician I or Central Office Technician I job opening), | (i) <b>Remove</b>   |
| (ii) from employees in positions within the same family as the job opening,   | (ii) <b>Remove</b>  |
| (iii) from employees in positions in a different family, having a different occupational title, of the same class, and on the same wage   | (iii) <b>Remove</b> |



**NEW**

schedule as the job opening,

(iv) from employees in positions in a different family, having a different occupational title, of a different class as the job opening, (iv) **Remove**

(v) other 912B applicants (v) **Remove**

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

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

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

**Career Path Procedure Remove**

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

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

**24.05** An employee wishing to be considered by the Company for an upgrade within the District/NST shall forward such request to his manager, it being expressly understood that requests will only be added to, and maintained on, the Career Path list for employees whose performance on their existing job meets job **24.05 Remove**

**NEW**

requirements. The Company agrees to supply bi-monthly, to designated Local Officers of the Union, the District/NST Career Path list, in seniority order.

<b>24.06</b>	(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.	<b>24.06</b>	(a) (i)	<b>Remove</b>
--------------	---------	---	--------------	---------	---------------

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

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

**NEW**

required work.

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

(c) **Remove**

**Job Posting Procedure**

**Remove**

**24.07** (a) (i) Prior to filling a job opening under the 912B Procedure or a permanent upgrade under the Career Path Procedure, the position will first be offered to an employee within the District/NST who desires a lateral reassignment or transfer through the Job Posting Procedure.

**24.07** (a) (i) **Remove**

(ii) It is understood that the Company shall be required to post only one position prior to meeting its needs through the 912B or Career Path Procedures. It is recognized that the posting of the position under this procedure may change the occupation or location into which the Company eventually honours a 912B or Career Path upgrade, as applicable. The Company reserves the right to reevaluate its need to access the 912B and Career Path Procedures based on the outcome of the Job Posting Procedure.

(ii) **Remove**

**Procedure for filling a vacant position**

(b) The Company shall post the available position for ten (10) working days within the District/NST. The mechanics of the electronic job

**24.02** (a) The Company shall post the available position **electronically** for ten (10) working days.

**NEW**

posting procedure shall be as agreed to by the parties.

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

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

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

**(b)** An **applicant** wishing to be considered by the Company must respond to the job posting within the posting period specified in subsection **24.02 (a)**.

**(c)** ***It is understood that an applicant may only be considered for the posted position provided that:***

- (i) the **applicant's** performance on his existing job meets job requirements;
- (ii) **Remove**
- (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 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***

**NEW**

(iii) of subsection 24.02 (c).

*following order:*

*(a) an employee located in the same headquarters*

*(b) any other employee*

*(c) a person originating from, in the following order:*

*(i) Operator Services group,*

*(ii) Clerical and Associated Employees group*

*(iii) Communications Sales Employees group*

*(d) an employee identified in application of Article 22*

*(e) any other person.*

*24.04 Any position left vacant following the selection of a candidate in application of subsections 24.03 (a) and (b) may either:*

*a) be filled under Article 22, or*

*b) be filled in application of sections 24.02 and 24.03, or*

*c) not be filled.*

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

**24.05** (a) Previously 24.08 (a)  
No change

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

(b) The results of the posting will be made known to all **applicants**.

**Exceptions**

**No change**

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

**24.06** The exceptions outlined in section 22.14 may require the normal job filling procedures specified for the Job Posting Procedure to be by-passed.

**General**

**No change**

**24.10** It is understood that service

**24.07** It is understood that service

**NEW**

requirements may prevent a successful applicant from immediately assuming a permanent position for which he has applied under the 912B, Career Path or Job Posting Procedures; nevertheless the date an applicant can be released from his current job will not prevent him from being selected for the permanent position. Positions may be filled temporarily pending the final availability of the employee who is to fill the job.

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

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

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

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

(b) Where an employee is moved as a result of a 912B application to a reporting centre that is not within the reporting locality of the reporting centre for which he has applied on that 912B application, the relevant provisions of Article 23 shall apply. Such a move shall be deemed to be Company initiated and not as a result of a 912B application.

**24.13** (a) The 912B, Career Path and Job Posting procedures only apply to

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

**24.08** The provisions of subsection **24.02 (b)** shall not apply to an employee in the 24 months subsequent to **his appointment to a position resulting from an application under the Job Posting Procedure.**

(a) **Remove**

(b) **Remove**

**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.

(b) **Remove**

**24.10 The Job Posting Procedure**

**NEW**

Regular Full-Time or Regular Part-Time employees.

***applies to all Craft & Services employees.***

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

(b) ***Remove***

CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 29

WAGES AND WORKING CONDITIONS FOR NORTHERN SERVICE

PRESENT

NEW

*Remove*

*Numbering of subsequent articles is adjusted accordingly.*



CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 33

EMPLOYMENT EQUITY

PRESENT

NEW

**33.01** (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

**33.01** No change

(b) The Company and the Union agree that this Article shall be applied in a manner consistent with their respective obligations as set out in this Collective Agreement.

(b) No change

**33.02** (a) To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that notwithstanding the provisions of subsection 24.02 (b), the Company may, in each twelve (12) month period, starting January 1 of each year, fill up to two (2) job openings in each district of the Company, for the purpose of Employment Equity, subject to paragraph (i) in lieu of granting a 912B application.

**33.02** (a) To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that notwithstanding the provisions of **section 24.03**, the Company may, in each twelve (12) month period, starting January 1 of each year, fill up to two (2) job openings in each district of the Company, for the purpose of Employment Equity.

**PRESENT**

**NEW**

(i) Except as otherwise provided in subsection 33.02 (a) (ii), such job openings shall be filled in the order provided in subsections 24.02 (b) (i) first by a 912B applicant requesting reclassification from part time to full time status who is part of the four designated groups namely women, aboriginal peoples, person with disabilities and visible minorities then paragraphs (iv), (v) and (vi) and in accordance with the provisions of subsection 24.02 (d).

(i) Except as otherwise provided in subsection 33.02 (a) (ii), such job openings shall be filled ***in accordance with the provisions of section 24.03 by an applicant who is part of one of the four designated groups namely women, aboriginal peoples, person with disabilities and visible minorities.***

(ii) In each province, for every two (2) job openings filled for the purpose of Employment Equity by way of granting a 912D application, the company may fill one job opening by hiring, in a Regular Full-Time employee status, a person with a disability, a woman, an aboriginal person, or a person who, because of race or colour, is in a visible minority, provided that there is no qualified 912D or clerical employee applicant for that job.

(ii) In each province, for every two (2) job openings filled for the purpose of Employment Equity by way of granting a ***transfer from the Operator Services group***, the company may fill one job opening by hiring, in a Regular Full-Time employee status, a person with a disability, a woman, an aboriginal person, or a person who, because of race or colour, is in a visible minority, provided that there is no qualified ***applicant from the Operator Services group, the Clerical and Associated employees group or the Communications Sales employees group.***

The number of job openings to be filled under section 33.02 shall never exceed two (2) per district per year, as provided in subsection 33.02 (a).

No change

(b) The Company shall inform the local Steward, on a form to be supplied by the Company, of any job

(b) No change

**PRESENT**

**NEW**

opening so filled.

**33.03** Notwithstanding the provisions of section 14.10, a Union grievance may be submitted in accordance with section 14.09 relating to the interpretation, application, administration or alleged violation:

**33.03** No change

(a) of section 33.01 involving the case of a Company employee wishing to return to the bargaining unit as provided in Company practices, as they exist at the date of signing of this Agreement, following a placement into another bargaining unit for reasons of health or disability, or

(a) No change

(b) of section 33.02.

(b) No change

**CONTRACT CLAUSE PROPOSAL - 2007**

**CRAFT AND SERVICES EMPLOYEES**

**ARTICLE 36**

**DURATION**

**PRESENT**

**NEW**

**36.01** 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>, 2007.

**36.01** 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>, **2011**.

**36.02** 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.

**36.02** No change

**36.03** 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

**36.03** No change

**ATTACHMENT A****INDEX OF WAGE SCHEDULING BY OCCUPATIONS**

<b><u>Title</u></b>	<b><u>Schedule</u></b>
Apprentice Technician	1
Business Technician I	1
Business Technician II	2
Cable Repair Technician	1
Central Office Technician I	1
Central Office Technician II	2
Central Office Technician III	2
Combination Technician	1
Craft Technician	1
Hazardous Material Coordinator	3
Installation-Repair Technician II	2
Network Technician II	2

**ATTACHMENT B****LIST OF HEADQUARTERS**

Barrie	Newmarket
Belleville (Trenton)	Niagara Falls
Beloeil	
Bracebridge	Oakville (Bronte, Clarkson)
Brampton	Orillia
Brantford	Oshawa
Buckingham	Ottawa
Carleton Place	Peterborough
Chambly	
Chateauguay	Québec
Coaticook	
Cobourg (Port Hope)	Richmond
Collingwood	Richmond Hill
Cowansville	
Drummondville	Ste-Agathe
	Ste-Anne-de-Bellevue (Dorion)
	Ste-Anne-des-Plaines
Fort Erie	St-Bruno
	St. Catharines
Georgetown	St-Eustache
Granby	St-Hyacinthe
Guelph	St-Jean
	St-Jérôme
	St-Jovite
Hamilton	Ste-Rose (Ste-Thérèse)
Hull	St-Thomas
	Shawinigan (Grand'Mère)
Joliette	Sherbrooke
	Sorel
Kingston	Stratford
Kitchener (Cambridge)	Streetsville
Lachute	Terrebonne
Leamington	Tillsonburg
Le Gardeur	Toronto
Lindsay	Trois-Rivières
London	
Magog	Valleyfield
Marieville	Varenes
Markham	Verchères
Metcalfe	
Milton	Welland (Port Colborne)
Montréal	Windsor
	Woodstock

**ATTACHMENT C**

**WAGE SCHEDULE 1**

**Class IA Occupations**

Craft Technician

**Class I Occupations**

Business Technician I  
Cable Repair Technician  
Central Office Technician I  
Combination Technician  
Apprentice Technician

**WAGE SCHEDULE 2**

**Class II Occupations**

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

**Class III Occupations**

Central Office Technician III

**WAGE SCHEDULE 3**

Hazardous Material Coordinator

## ATTACHMENT C

Craft and Services Employees – Class I

## WAGE SCHEDULE 1

## Weekly and Hourly Rates

Step	(The first day of pay period closest to day of signing) (2.00%)		December 1, 2008 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$ 635.70	\$ 16.95	\$ 648.41	\$ 17.29
2	\$ 681.31	\$ 18.17	\$ 694.93	\$ 18.53
3	\$ 753.80	\$ 20.10	\$ 768.88	\$ 20.50
4	\$ 799.34	\$ 21.32	\$ 815.32	\$ 21.74
5	\$ 848.64	\$ 22.63	\$ 865.61	\$ 23.08
6	\$ 921.83	\$ 24.58	\$ 940.27	\$ 25.07
7	\$ 971.54	\$ 25.91	\$ 990.97	\$ 26.43
8	\$ 1 035.57	\$ 27.62	\$ 1 056.28	\$ 28.17
9	\$ 1 090.15	\$ 29.07	\$ 1 111.95	\$ 29.65
10	\$ 1 191.97	\$ 31.79	\$ 1 215.81	\$ 32.42
11	\$ 1 250.56	\$ 33.35	\$ 1 275.57	\$ 34.02



## ATTACHMENT C

**Craft and Services Employees – Class I****WAGE SCHEDULE 1****Weekly and Hourly Rates**

Step	December 1, 2009 (2.00%)		December 1, 2010 (1.75%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$ 661.38	\$ 17.64	\$ 672.96	\$ 17.95
2	\$ 708.83	\$ 18.90	\$ 721.23	\$ 19.23
3	\$ 784.26	\$ 20.91	\$ 797.98	\$ 21.28
4	\$ 831.63	\$ 22.18	\$ 846.18	\$ 22.56
5	\$ 882.93	\$ 23.54	\$ 898.38	\$ 23.96
6	\$ 959.07	\$ 25.58	\$ 975.85	\$ 26.02
7	\$ 1 010.79	\$ 26.95	\$ 1 028.48	\$ 27.43
8	\$ 1 077.41	\$ 28.73	\$ 1 096.26	\$ 29.23
9	\$ 1 134.19	\$ 30.25	\$ 1 154.04	\$ 30.77
10	\$ 1 240.13	\$ 33.07	\$ 1 261.83	\$ 33.65
11	\$ 1 301.08	\$ 34.70	\$ 1 323.85	\$ 35.30

## ATTACHMENT C

**Craft and Services Employees – Class IA****WAGE SCHEDULE 1****Weekly and Hourly Rates**

Step	(The first day of pay period closest to day of signing) (2.00%)		December 1, 2008 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$ 635.70	\$ 16.95	\$ 648.41	\$ 17.29
2	\$ 681.31	\$ 18.17	\$ 694.93	\$ 18.53
3	\$ 753.82	\$ 20.10	\$ 768.90	\$ 20.50
4	\$ 799.34	\$ 21.32	\$ 815.32	\$ 21.74
5	\$ 848.64	\$ 22.63	\$ 865.61	\$ 23.08
6	\$ 921.83	\$ 24.58	\$ 940.27	\$ 25.07
7	\$ 971.54	\$ 25.91	\$ 990.97	\$ 26.43
8	\$ 1 040.48	\$ 27.75	\$ 1 061.29	\$ 28.30
9	\$ 1 097.48	\$ 29.27	\$ 1 119.43	\$ 29.85
10	\$ 1 201.72	\$ 32.05	\$ 1 225.76	\$ 32.69
11	\$ 1 262.78	\$ 33.67	\$ 1 288.04	\$ 34.35

## ATTACHMENT C

**Craft and Services Employees – Class IA****WAGE SCHEDULE 1****Weekly and Hourly Rates**

Step	December 1, 2009 (2.00%)		December 1, 2010 (1.75%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$ 661.38	\$ 17.64	\$ 672.96	\$ 17.95
2	\$ 708.83	\$ 18.90	\$ 721.23	\$ 19.23
3	\$ 784.28	\$ 20.91	\$ 798.00	\$ 21.28
4	\$ 831.63	\$ 22.18	\$ 846.18	\$ 22.56
5	\$ 882.93	\$ 23.54	\$ 898.38	\$ 23.96
6	\$ 959.07	\$ 25.58	\$ 975.85	\$ 26.02
7	\$ 1 010.79	\$ 26.95	\$ 1 028.48	\$ 27.43
8	\$ 1 082.51	\$ 28.87	\$ 1 101.46	\$ 29.37
9	\$ 1 141.81	\$ 30.45	\$ 1 161.80	\$ 30.98
10	\$ 1 250.27	\$ 33.34	\$ 1 272.15	\$ 33.92
11	\$ 1 313.80	\$ 35.03	\$ 1 336.79	\$ 35.65

## ATTACHMENT C

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

Step	(The first day of pay period closest to day of signing) (2.00%)		December 1, 2008 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$ 570.25	\$ 15.21	\$ 581.65	\$ 15.51
2	\$ 611.15	\$ 16.30	\$ 623.38	\$ 16.62
3	\$ 676.19	\$ 18.03	\$ 689.71	\$ 18.39
4	\$ 717.06	\$ 19.12	\$ 731.40	\$ 19.50
5	\$ 761.28	\$ 20.30	\$ 776.50	\$ 20.71
6	\$ 826.92	\$ 22.05	\$ 843.46	\$ 22.49
7	\$ 871.52	\$ 23.24	\$ 888.95	\$ 23.71
* 8	\$ 928.96	\$ 24.77	\$ 947.54	\$ 25.27
9	\$ 977.93	\$ 26.08	\$ 997.48	\$ 26.60
10	\$ 1 069.24	\$ 28.51	\$ 1 090.63	\$ 29.08

**Rates maximum:**

\* Class III

## ATTACHMENT C

Craft and Services Employees – Class II & III

## WAGE SCHEDULE 2

## Weekly and Hourly Rates

Step	December 1, 2009 (2.00%)		December 1, 2010 (1.75%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$ 593.28	\$ 15.82	\$ 603.67	\$ 16.10
2	\$ 635.85	\$ 16.96	\$ 646.97	\$ 17.25
3	\$ 703.51	\$ 18.76	\$ 715.82	\$ 19.09
4	\$ 746.03	\$ 19.89	\$ 759.09	\$ 20.24
5	\$ 792.03	\$ 21.12	\$ 805.89	\$ 21.49
6	\$ 860.33	\$ 22.94	\$ 875.38	\$ 23.34
7	\$ 906.73	\$ 24.18	\$ 922.60	\$ 24.60
* 8	\$ 966.49	\$ 25.77	\$ 983.41	\$ 26.22
9	\$ 1 017.43	\$ 27.13	\$ 1 035.24	\$ 27.61
10	\$ 1 112.44	\$ 29.67	\$ 1 131.91	\$ 30.18

**Rates maximum:**

\* Class III

## ATTACHMENT C

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

Step	(The first day of pay period closest to day of signing) (2.00%)		December 1, 2008 (2.00%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$ 572.83	\$ 15.28	\$ 584.29	\$ 15.58
2	\$ 607.47	\$ 16.20	\$ 619.62	\$ 16.52
3	\$ 679.52	\$ 18.12	\$ 693.11	\$ 18.48
4	\$ 723.41	\$ 19.29	\$ 737.88	\$ 19.68
5	\$ 799.43	\$ 21.32	\$ 815.42	\$ 21.74
6	\$ 864.69	\$ 23.06	\$ 881.98	\$ 23.52
7	\$ 883.39	\$ 23.56	\$ 901.06	\$ 24.03
8	\$ 918.34	\$ 24.49	\$ 936.71	\$ 24.98
9	\$ 965.93	\$ 25.76	\$ 985.25	\$ 26.27
10	\$ 1 016.88	\$ 27.12	\$ 1 037.22	\$ 27.66
*11	\$ 1 126.45	\$ 30.04	\$ 1 148.98	\$ 30.64

**Rates maximum:**

\* Hazardous Material Coordinator

## ATTACHMENT C

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

Step	December 1, 2009 (2.00%)		December 1, 2010 (1.75%)	
	Weekly Rates	Hourly Rates	Weekly Rates	Hourly Rates
1	\$595.97	\$15.89	\$606.40	\$16.17
2	\$632.01	\$16.85	\$643.07	\$17.15
3	\$706.97	\$18.85	\$719.34	\$19.18
4	\$752.63	\$20.07	\$765.80	\$20.42
5	\$831.73	\$22.18	\$846.28	\$22.57
6	\$899.62	\$23.99	\$915.36	\$24.41
7	\$919.08	\$24.51	\$935.16	\$24.94
8	\$955.45	\$25.48	\$972.17	\$25.92
9	\$1 004.95	\$26.80	\$1 022.54	\$27.27
10	\$1 057.96	\$28.21	\$1 076.48	\$28.71
*11	\$1 171.96	\$31.25	\$1 192.47	\$31.80

**Rates maximum:**

\* Hazardous Material Coordinator

**ATTACHMENT D**

**FAMILIES**

**WAGE  
SCHEDULES**

- 1. Installation & Repair
  - 1 \* Business Technician I
  - 2 Business Technician II
  - 1 Combination Technician
  - 2 Installation-Repair Technician II
  - 2 Network Technician II
  - 1 Apprentice Technician
  
- 2. Central Office
  - 1 \* Central Office Technician I
  - 2 Central Office Technician II
  - 2 Central Office Technician III
  - 1 Combination Technician
  - 1 Craft Technician
  - 2 Network Technician II
  - 1 Apprentice Technician

**WAGE  
SCHEDULES**

- 3. Cable Repair
  - 1 Cable Repair Technician
  
- 4. Miscellaneous
  - 3 Hazardous Material Coordinator

- Notes:** \* Functional Preferences
- Business Technician I**
- (i) Voice
  - (ii) Data
  - (iii) Radio/Video
  - (iv) High-Tech Specialist

- Central Office Technician I**
- (i) Switch Maintenance
  - (ii) Transport Network Maintenance
  - (iii) Data
  - (iv) Radio/Video
  - (v) High-Tech Specialist



**Remove****ATTACHMENT E**

*Numbering of subsequent sections is adjusted accordingly.*

**NORMAL SERVICING TERRITORIES (NST)****ONTARIO**

1. Windsor, Leamington, Sarnia, Chatham
2. London, St-Thomas, Strathroy
3. Brantford, Simcoe, Tillsonburg, Woodstock
4. Kitchener (Cambridge), Guelph, Orangeville
5. Owen Sound, Walkerton
6. Stratford, Exeter, Clinton, Goderich, Listowel, Wingham, Mount Forest
7. Arnprior, Carleton Place, Smiths Falls
8. Ottawa, Metcalfe, Rockland
9. Cornwall, Winchester, Hawkesbury
10. Kingston, Brockville, Madoc, Belleville (Trenton), Bancroft
11. Barry's Bay, Deep River, Renfrew, Pembroke, Eganville
12. Barrie, Midland, Collingwood, Orillia
13. Peterborough, Lindsay, Haliburton
14. Parry Sound, Bracebridge, Port Carling, Huntsville, Sundridge, Burk's Falls
15. North Bay, Sturgeon Falls
16. Sault Ste Marie, Thessalon, Wawa, Chapleau, Blind River
17. Sudbury, Little Current, Espanola, Elliot Lake
18. Kirkland Lake
19. Thunder Bay, Nipigon

**QUÉBEC**

1. Montréal (excluding South-Shore and North)\*, Le Gardeur, Ste-Anne-de-Bellevue (Dorion)
2. Montréal (North-Shore)\*, Terrebonne, Ste-Rose (Ste-Thérèse), St-Eustache, Joliette, Ste-Anne-des-Plaines
3. St-Jérôme, Lachute, Ste-Agathe, St-Jovite
4. Hull, Buckingham, Gracefield, Maniwaki
5. Montréal, (South Shore)\* Châteauguay, Valleyfield, Ormstown
6. Sorel, Verchères, Varennes, St-Bruno, Chambly, Beloeil, Marieville
7. St-Jean, St-Hyacinthe, Granby, Cowansville
8. Sherbrooke, Thetford Mines, Mégantic, Coaticook, Magog, Asbestos, Richmond
9. Québec
10. Trois-Rivières, Shawinigan (Grand'Mère)
11. Drummondville, Victoriaville
12. Chicoutimi (Arvida, Jonquière), Alma
13. St-Félicien, Roberval, Dolbeau
14. La Malbaie, Baie-St-Paul, Les Escoumins, Tadoussac
15. La Pocatière, Cabano, Rivière-du-Loup, Trois-Pistoles, St-Pascal
16. Fermont
17. Kuujjuaq
18. Poste-à-la-Baleine

**Remove****ATTACHMENT E**

*Numbering of subsequent sections is adjusted accordingly.*

**NORMAL SERVICING TERRITORIES (NST)****ONTARIO****QUÉBEC**

- 20. Marathon, Schreiber,  
\* Manitouwadge
- 21. Big Trout Lake
- 22. Dryden, Ignace, Red Lake,  
Sioux Lookout, Ear Falls
- 23. Fort Frances, Rainy River,  
Atikokan
- 24. Kapuskasing, Geraldton
- 25. Kenora
- 26. Milton, Oakville (Bronte,  
Clarkson), Brampton,  
Streetsville, Georgetown,  
Toronto (Mississauga, Malton,  
Woodbridge)\*
- 27. Hamilton, St. Catharines,  
Fort-Erie, Welland (Port-  
Colborne), Niagara Falls
- 28. Richmond Hill, Markham,  
Newmarket
- 29. Cobourg (Port Hope), Oshawa
- 30. 416 West (excluding  
Mississauga, Malton,  
Woodbridge)\*
- 31. 416 Core\*
- 32. 416 East\*

\* Boundaries do not coincide with HQ as shown in Attachment B of the collective agreement

**CERTIFICATION PREMIUM PROGRAM**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

The above parties have agreed as follows:

**General**

In our industry, there are now no barriers and technology is evolving rapidly. As a result, it is critical that all employees continue to develop their qualifications and their competencies. Employees who take the initiative to learn and develop themselves by increasing their skills and knowledge should be recognized.

A Certification Premium is established to recognize regular employees who achieve a recognized external certification on their own time.

**Selection Criteria for Recognized External Certifications and Eligible Suppliers**

The Certification Premium will apply to recognized external certifications and eligible suppliers who meet specific selection criteria. These criteria will evolve to reflect the progress of technology, products and services necessary to provide the Company's customers with best in class service. An annual review of recognized external certifications and eligible suppliers will be completed by the Company.

- The list of recognized certifications and eligible suppliers as well as the amount of the associated premiums will be posted on the Career Development Center web site.

## **Eligibility and Selection of Employees to Receive the Premium**

- All Regular employees are eligible including those who participate in educational leaves. Employees on any other discretionary leave are not eligible.
- The employee must meet job requirements.
- Participation in the Certification Program must be subject to mutual agreement between the employee and the manager. It is understood that approval to participate will not be unjustifiably withheld.
- The certification must be successfully completed and meet the suppliers' requirements to obtain the Certification Premium.

The result of the Certification Premium Program ***will be forwarded annually to the national representative of the Union responsible for the bargaining unit.***

## **Payments**

The employee who qualifies to receive the Certification Premium will be paid in one lump sum in the quarter following the quarter during which he received a recognized external certification from an eligible supplier. An employee may receive more than one premium per year if he meets all necessary criteria.

## **Premiums over \$5,000**

If the Certification Premium is more than \$5,000, the employee must sign a letter agreeing that he will not accept any job offer from a competitor or a subsidiary of BCE within the 24 months following the date on which he received his payment unless authorized by his business unit. Should the employee refuse to sign such a letter, his Certification Premium will be capped at \$2,000.

Any employee receiving a premium greater than \$5,000 who chooses to resign during that 24 month period, whatever the reason, must repay the Certification Premium on a prorated basis based on the number of months worked during the 24 month period. The employee authorises the Company to deduct whatever amount is owing from his last pay cheque or any other outstanding amount he may be owed by the Company. Any remaining amount must be reimbursed to the Company within 60 days of his departure.

Signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont

**TELEWORKING AGREEMENT**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This agreement applies to teleworking within the Craft and Service Employees' bargaining unit. The parties understand that Teleworking, in light of the implementation costs, must result in productivity gains for the Business units involved.

**GENERAL**

Teleworking refers to a work arrangement under which employees work from home. Said employees shall communicate with their usual place of work and perform their work by electronic or other means, from their residence.

The participation in this alternative work arrangement shall be limited to functions which, according to the Company, can be carried out from home.

A list with the last and first names of participants, their employment status, report centre, home address and home telephone number will be transmitted to the appropriate Local Representative.

The Company agrees to assume all costs which it has approved and which are directly related to the equipment, terminals, furniture, and required telephone links, as well as to the installation and moving of the equipment, terminals, and furniture from or to Company premises.

The Company agrees to continue reimbursing employees for all work-related expenses, in accordance with its practices and the Collective Agreement, except expenses incurred by employees in travelling to and from their reporting center during the Teleworking period.

## **SELECTION AND PARTICIPATION IN THE TELEWORKING**

Participation shall be strictly voluntary, limited to regular employees and require the mutual consent of the volunteers and their managers.

It is agreed that no change may be made to the job titles of employees because of their participation in teleworking.

Participants shall be chosen by the Company on the basis of their seniority from the qualified volunteers who satisfy the selection criteria in Appendix 1 of this document and belong to the job categories selected by the Company.

Employees shall participate for a minimum period of six months, unless there are exceptional circumstances. In such circumstances, and after discussions between the Company and the Union, either party may end the participation of an employee by providing the other party with 14 days' notice.

Participant employees involved in Teleworking shall meet the performance criteria and quality standards established by the Company. These criteria and standards shall be at least those they were achieving before participating in Teleworking.

When an employee's participation in Teleworking ends, the employee shall return to his regular job at his usual reporting center or, if his usual reporting center no longer exists, to the work center where his group has been relocated.

## **CONDITIONS SPECIFIC TO TELEWORKING**

- The Company's confidential documents and exclusive information shall be kept under lock and key outside work hours (e.g., all procedures concerning access to and use of the different computer systems).
- The Company's confidential documents and exclusive information which become outdated shall be returned to Bell and destroyed on Bell premises (e.g., all procedures concerning access to and use of the different computer systems).
- The telephone and computer systems may be used only by Teleworkers and strictly for their work for the Company.
- Long distance calls shall be kept to a strict minimum and may be made only for Company purposes.
- If major problems arise which prevent Teleworkers from operating normally (network access is impossible, communication system deficient, etc.), the

Company reserves the right to interrupt the employees' participation in Teleworking temporarily and to call them back to their usual place of work until everything is completely restored.

- Should a failure occur at a participant's home, the participant shall be responsible for contacting his manager as quickly as possible. The participant shall not incur loss of wages due to circumstances beyond his control.
- Employees shall allow the support manager and project coordinator to visit their place of work so they can analyze the technical performance of systems and take any necessary corrective measures. Such visits shall be planned with employees.
- The manager responsible may meet employees at their home any time during their tour of duty. Employees shall be given reasonable prior notice (15 minutes).

#### **TERMS OF APPLICATION OF THE COLLECTIVE AGREEMENT**

- During the employees' participation in Teleworking, all provisions of the Collective Agreement shall continue to apply, except the following:
  - The assignment shall be considered a temporary special assignment for the purposes of article 22.
  - During their participation in Teleworking, employees shall not be entitled to the travel allowance provided for in article 23 when they travel to and from their usual work center;
  - When, at the Company's request, participants perform work which does not immediately precede or follow their scheduled tour of duty, they shall be remunerated for the overtime hours. If a participant who must work overtime does not receive prior notice as per article 19.09 (a), he shall be paid an additional hour of wages.
  - The terms of article 19.08 of the collective agreement do not apply for Teleworkers.

#### **WORK SCHEDULES**

- Work hours shall be established in accordance with the Collective Agreement.



- To meet service requirements, split shift schedules could be established and offered to Teleworkers who volunteer. Split shift tour will be of two equal half tours during the period from 06 h00 to 21 h 00 with an interval between the tours not to exceed 5 hours.
- The terms of article **18.19** of the collective agreement do not apply for Teleworkers on split shift schedules.
- Participants shall attend meetings, training sessions and other scheduled activities. They shall be advised insofar as possible at least two days in advance. If applicable, the premium pay for change in tour of duty shall apply.
- During the teleworking period, employees shall work at their usual work center one day every two weeks or according to a different frequency when specific needs so warrant.
- If employees must return to their work center during their tour of duty for reasons beyond their control (e.g., equipment failure), the Company shall pay for their return trip by public transportation or the equivalent.

### **WORK-RELATED ACCIDENTS**

- Participants shall be considered to be at work in the same way as if they were at their normal place of work. They shall therefore take all reasonable measures to ensure their safety, in accordance with Company practices.

### **INSURANCE**

- All Teleworking participants shall inform their personal insurer that they have Company equipment and other property at their home.
- In case of damage caused by or to equipment, terminals or other property, the Company shall assume responsibility, unless the damage results from unauthorised use or is caused deliberately.

**APPENDIX 1**

**SELECTION CRITERIA**

The Company shall select participants on the basis of their seniority from qualified volunteers who meet the following selection criteria:

- Participants shall have a safe, closed room in their principal residence for their work, which meets the standards established by the Company for Teleworking.
- In order to limit operating costs, participants must have their principal residence in the same headquarters, in an adjacent headquarter or within 72 airmile km of their formal reporting center. Certain specific situations may be reviewed by the Associate Director – Industrial Relations and ***the national representative of the Union responsible for the bargaining unit.***
- Participants shall ensure that no background noise (e.g., animals, music, etc.) is heard by customers.
- Participants may not have one or more dependents under their supervision during their tour of duty.
- Participants shall have the required experience to work totally independently from their residence.

Signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont

***Remove***

**SECURITY INTERVIEWS**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

The parties agree as follows:

Within three months after the signing of the Collective Agreement, a one (1) year trial on a potential change to the existing Security Interview process as described in Article 13 of the current Collective Agreement shall be introduced. For the duration of the trial, the process will be as follows:

- The employee shall be advised, in general terms (for example: misappropriation, conflict of interest, breach of trust, etc.), of the nature of the interview, and unless the employee objects, the Steward or the Chief Steward shall be invited by management to attend a Security interview whenever an employee is interviewed by a Security representative of the Company.
- In conducting of such interviews, Company and Union representatives will perform their respective responsibilities in a professional and courteous manner with mutual respect for their counterparts. The main purpose of the interview is to determine the facts in relation to the matter being investigated.

It is understood that local management and Union representatives, although not active participants, will have the ability to ask questions for clarification purposes but shall, in no way, disrupt the investigation process.

The Company and the Union shall meet quarterly to review the results and make recommendations as appropriate.

A final assessment by the parties to determine if the process described herein will be maintained for the duration of the Collective Agreement shall be conducted in a fair and reasonable manner at the end of the trial. If there is no agreement reached by the parties within ninety (90) days following the one (1) year anniversary of the beginning of the trial period, the matter shall be referred to Human Resources and Skills Development (HRSD) for resolution through mediation.

Signed at Montréal this 19<sup>th</sup> day of August 2004.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Sean Howes

**MEMORANDUM OF AGREEMENT BETWEEN:**

Bell Canada, hereinafter designated as the "Company"

and

Communications, Energy and Paperworkers Union of Canada representing Craft and Services employees, hereinafter designated as the "Union".

The parties hereby agree as follows:

1. Entourage Technology Solutions (ETS), **now known as Bell Technical Solutions(BTS)**, will carry out the activities previously performed by the Company and described in the appropriate sections of the 1996 Services Agreement concluded between the Company and EST.
2. The business and operations of ETS will be independent from those of the Company, and the employees represented by the Union in ETS's bargaining unit will be entirely separate from the employees and bargaining units of the Company.
3. The activities pursued and the work performed by ETS will not be considered to be the work of the bargaining units of the Company.

IN WITNESS WHEREOF, we have signed at **Ottawa this \_\_\_\_ day of \_\_\_\_ 2008.**

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont

**TERMS AND CONDITIONS PERTAINING TO THE 2010 VANCOUVER  
OLYMPIC WINTER GAMES**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

Whereas Bell Canada shall make a certain number of jobs available to employees represented by the CEP in Québec and Ontario in relation to the 2010 Vancouver Olympic Winter Games;

Whereas the CEP shall facilitate matters for members located in Québec and Ontario who wish to volunteer to fill job positions offered in relation to the 2010 Vancouver Olympic Winter Games;

**This is to confirm the following:**

- 1) The selection process and working conditions applicable during the engagement shall be those of the Collective Agreement in effect between Bell Canada and CEP Local 950.
- 2) An employee who applies and is selected for one of the positions shall be considered on leave without pay in terms of the rights and privileges associated with his original job. Notably, he shall resume his original duties at the end of the lease.
- 3) Bell shall, on a monthly basis starting when the first employee is leased, provide the national Union with a list stating names, original union locals and expected duration of engagement.

- 4) 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.

IN WITNESS WHEREOF, we have signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont

**OUTSOURCING ACTIVITIES**

**MEMORANDUM OF AGREEMENT BETWEEN**

**BELL CANADA**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA**

**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

Whereas the parties recognize and accept the importance of having clauses and practices that favour Bell's outsourcing activities;

**This is to confirm the following:**

1. To ensure the harmonious integration of employees into the Company when outsourcing contracts are signed, it is agreed that:
  - a. During the twelve (12) months following the arrival (start date at Bell) of new employees after an outsourcing contract has been won, none of those employees shall be covered by the collective agreement.
  - b. At some point during the period specified in the preceding subparagraph, the Director – Industrial Relations and a national CEP representative (or their respective representatives) will meet at the request of either party to share information on how matters are progressing with respect to the organization of work.
  - c. Between the 13<sup>th</sup> month inclusively and the 24<sup>th</sup> month inclusively after the arrival of the resources, the parties will consult with each other in order to review the job profiles that apply to the jobs to be integrated into the C&S bargaining unit.
2. At the time of the integration of new jobs into the C&S bargaining unit following an outsourcing contract:



- a. The Company and the Union shall come to an agreement regarding the pay scales of the jobs in question based on the parameters of the compensation plan and the Company's comparison markets.
  - b. The employees who are integrated into the certification unit shall enjoy the full seniority that the Company will recognize for them.
3. Employees who are integrated into the bargaining unit and whose salary is:
- a. Higher than the maximum of the class corresponding to their job shall have their salary frozen until such time as the maximum for the class of job they hold matches their salary.
  - b. Lower than the minimum of the class corresponding to their job shall have their salary adjusted to the minimum of the class of job they are entering.
  - c. Within the class corresponding to their job, but between two steps of the wage schedule, shall have their salary adjusted to the higher step that is closest to the salary they were earning immediately prior to the integration.
4. When the Company integrates outsourced resources from another company, it may, within a period of 24 months, reclassify those employees as permanent full-time or as permanent part-time employees within the bargaining unit, according to the terms of this Memorandum of Agreement.
5. When employees are integrated into the bargaining unit, the Director – Industrial Relations shall provide a list of the names of the employees in question to the national representative of the Union.

Signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont

***Remove***

**ARTICLE 24 – ARBITRABILITY**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

Notwithstanding the provisions of section 14.19 and Article 15 of the Collective Agreement, the parties agree as follows:

1. A) A grievance relating to the interpretation, application, administration or alleged violation of any provision of Article 24 of the Collective Agreement shall not be arbitrable under the provisions provided under Article 15, subject to the conditions as set out in paragraph (2) below.
  - B) Where a grievance related to Article 24 has not been resolved at Step 3 of the grievance procedure, the grievance may be submitted jointly by the parties to the Joint Review Committee (Article 24).
  - C) Following its examination and discussion of the grievance, the Joint Review Committee must advise the parties at Step 3 of the Grievance Procedure of its recommendation regarding the resolution of the grievance.
  - D) Based upon the recommendation of the Joint Review Committee, the parties at Step 3 will reach a mutually agreeable resolution of the grievance.
2. Each party shall, on June 30, 2005, inform the other party of its decision to either continue or to terminate the dispute resolution procedures set out in paragraph (1) above.

- (i) Where the parties agree to continue the dispute resolution procedures set out in paragraph (1) above, this Memorandum of Agreement shall continue to remain in force for the term of the Collective Agreement.
  
- (ii) Where either party decides to terminate this Memorandum of Agreement, the provisions of section 14.09 and Article 15 shall apply for the remainder of the term of the Collective Agreement and for any grievance submitted to the Company in accordance with Article 14 within the 30 day period preceding June 30, 2005.

Signed at Montréal this 19<sup>th</sup> day of August 2004.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Sean Howes

**ARTICLE 14 – EXPEDITED GRIEVANCE PROCESS**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

Notwithstanding the provisions of sections 14.03, 14.04 and 14.05 of the Collective Agreement, the above parties have agreed as follows:

1. When a grievance has not been settled at Step 1 of the grievance process, the Union and the Company may agree to combine Steps 2 and 3 of the grievance process (expedited process).
2. A mutual agreement to use the expedited process must be reached within ten (10) days of the conclusion of Step 1. If no such agreement is reached, the ten (10) day delay called for in section 14.04 of the Collective Agreement shall begin when one of the parties notifies the other in writing of its refusal to use the expedited process.
3. When the parties agree to use the expedited process, the following shall apply:
  - (a) The rules governing the third step of the grievance process (sections 14.05 to 14.08) shall apply to the expedited process;
  - (b) The third level Manager and the Director - Industrial Relations shall both participate in the meeting held for the purpose of attempting to settle the grievance under the expedited process.
  - (c) The expedited process is subject to the rules governing Article 14 in its entirety, taking into account the necessary adjustments.

4. The Company and the Union shall meet each year in order to assess the grievance process as a whole including the procedure described herein, and make recommendations for improvements as desired.

Signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont

**DISTRIBUTION OF HOURS OF WORK 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:

- Given the daily, weekly and monthly variations in the volume of work throughout the year ;
- Given the Company's need to control its operating costs effectively so it can, among other reasons, invest in development of products and services likely to attract and retain customers ;
- Given the desire of the employees covered by the bargaining unit to obtain additional time for personal use ;

The parties agree as follows:

1) A committee formed of four (4) representatives of the Company and four (4) representatives of the Union will be formed within fifteen (15) calendar days of the ratification of the collective agreement. This committee will have the following mandate:

a) Develop, in partnership, a program for distributing hours of work under which employees may work beyond regular hours of work and/or take leave during regular hours of work, with no effect on their weekly basic rate of pay or on their pensionable earnings.

b) The program must incorporate the following parameters:

i) All employees covered by the bargaining unit must be eligible;

ii) Given the fact that work volumes may fluctuate, upwards or downwards, by as much as 50% from one day, week or month to another, provide sufficient hours of work flexibility to accommodate a fluctuation in work volumes up to 30%.

- iii) The costs linked to the hours of work for members of the bargaining unit must be reduced by at least 2.25 percent on an annual basis.
  - iv) The program must be implemented using staffing management systems and/or other management and information systems currently available within the Company, with reasonable changes or adjustments where appropriate.
- 2) a) The committee must begin its work within thirty (30) calendar days of the ratification of the collective agreement
- b) 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, but only up until September 12, 2008.
- c) As part of their work, the parties' representatives may agree by consensus to retain the services of internal or external experts. The fees charged by any such external experts shall be paid by the Company.
- 3) a) The parties shall jointly select an arbitrator, in accordance with section 15.03 of the collective agreement, before May 31, 2008.
- b) If the parties cannot reach agreement on the selection of an arbitrator by May 31, 2008 at the latest, the provisions of subsection 15.03(c) of the collective agreement shall apply.
- c) It is agreed that the arbitrator chosen or appointed in accordance with subsections 3(a) or 3(b) above must be available as needed during the period from October 13 to October 31, 2008, to study the programs submitted and render a decision.
- d) The arbitration process shall be subject to the rules provided under sections 15.12 to 15.14 inclusively of the collective agreement, by making the necessary adjustments.
- 4) The committee must submit the program it has jointly developed no later than September 12, 2008. It is understood that the proposed program may include more than one component, but must fulfill the mandate described in paragraph 1 above.

5) If a consensus cannot be reached, each party must submit the program it has designed, including all of its components as applicable, no later than October 10, 2008.

a) The proposed programs will be forwarded immediately to the arbitrator.

b) The arbitrator must determine which of the two programs is most likely to meet the parameters established under the mandate assigned to the committee described in paragraph 1 above and must render a decision accordingly.

c) Each party must ensure full cooperation with the arbitrator to provide him with the information he requires to make his decision. The Union and the Company will each have one working day during the week of October 13, 2008 to submit its arguments in support of its proposed program for assessment by the arbitrator. An additional half day in the course of that week may be required by the arbitrator as necessary to obtain additional information from the parties.

d) The arbitrator shall render his decision no later than October 31, 2008.

6) The program jointly developed by the parties or, failing that, the program selected in the arbitration award pursuant to paragraph 5 (b) hereinabove, will take effect on January 11, 2009.

7) It is understood that the committee shall meet in October 2009 in order to review any issues arising from the application of this program, discuss its efficiency and recommend acceptable solutions to both parties, where appropriate.

Signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont



**SETTING AN AVERAGE FOR HOURS OF WORK**  
**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. This Memorandum confirms the agreement reached by the parties in respect of setting an average for hours of work in all the Company's facilities, pursuant to subsection 169(2) of the *Canada Labour Code*.
2. The parties acknowledge that the nature of the work of crafts and services employees requires irregular distribution of the hours of work. In this respect, the parties wish to develop methods for setting an average for hours of work. Consequently, the daily and weekly hours of work for each employee who is a member of the certified unit of crafts and services employees will be calculated using an average based on a period of twenty-six (26) weeks.
3. This agreement shall remain in effect for the full term of the collective agreement.

Signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont

**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 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 and/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 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 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 and seniority unit where the standby program is in place.
- 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 in the form of banked time in lieu of payment, in compliance with subsection 18.05(a) of the collective agreement, at the rate of one and a quarter hours at his basic rate of pay for each day on which he is on standby.
- 6 Notwithstanding section 5 herein, an employee on standby who has accumulated the maximum allowable hours in banked time in lieu of payment under subsection 18.05(a) of the collective agreement will be paid at the rate of one and a quarter hours at his basic rate of pay for each day on which he is on standby.
- 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 \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont

**WORKFORCE MOBILITY – MEMBER COMPANIES OF THE BELL FAMILY**

**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) In the event that, after application of subsection 24.03 (c) of the collective agreement, the Company is still endeavouring to fill a vacant position, initiatives will be taken to attempt to fill the position with a qualified employee represented by CEP from a member company of the Bell family located in Quebec or in Ontario before initiating external initiatives. In the event that two applicants have equivalent qualifications, the employee with the earlier credited service date shall be chosen.
- 2) A transfer under this agreement is classified as an exception to the application of subsection 22.14 (i) of the collective agreement.
- 3) It is understood that no Bell retiree shall be eligible for transfer under the terms of this agreement.
- 4) Any transfer to Bell of an employee from a member company of the Bell family under the terms of this agreement shall be conducted in compliance with the usual rules governing inter-company transfers applicable between Bell and the company involved, especially but not limited to matters pertaining to the pension plan, benefits plans and recognition of service. It is

understood that these rules may change from time to time at the Employer's discretion.

- 5) A Governing Committee consisting of four (4) Company representatives and four (4) Union representatives, including two from Ontario and two from Québec, shall be formed once the collective agreement has been signed.
  - a) The Committee's mandate will be to meet as needed to review any issues arising from the application of this memorandum of agreement and to recommend solutions acceptable to both parties, where applicable.
  - b) Problems relating to the application of this memorandum of agreement within a given province shall be reviewed by a sub-committee consisting of the parties' respective representatives from the province in question. For any problem of a general nature, the entire Governing Committee shall meet.
  - c) The Governing Committee shall be responsible for establishing its rules of operation and schedule of meetings. The use of video- or audio-conferencing shall be the preference for these meetings.
- 6) CEP acknowledges that this memorandum of agreement and its application do not and may not constitute evidence of any link between Bell and member companies of the Bell family as part of any proceeding whatsoever before the Canada Industrial Relations Board. In the same manner, CEP covenants not to submit any such proceeding to the Canada Industrial Relations Board nor to support any such proceeding before that board.

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.

Signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont

**RECLASSIFICATION OF EMPLOYEES**  
**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) It is understood that a certain number of Regular Part-Time technicians will be reclassified to Regular Full-Time status. Similarly some Temporary and/or Regular Term Employees will be reclassified to Regular Part-Time status.
- 2) The number of reclassifications will be 300, divided between Québec and Ontario, where 204 will be in Ontario and 96 in Québec. The distribution by district and by province as well as the status of reclassifications shall be done in accordance with the table shown in Attachment A.
- 3) The reclassifications shall be done on the basis of seniority, within each province and each district, in accordance with the table shown in the attachment.
- 4) In the event that more than one employee has the same service date, a method based on random selection will be used to establish a seniority ranking among the impacted employees.
- 5) 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.
- 6) To be reclassified under these provisions, the employee must meet job requirements and/or not be subject to a performance improvement plan.

- 7) 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.
- 8) It is understood that any grievance and/or request for arbitration and/or arbitration proceedings underway, involving the reclassification of an employee actually reclassified under the terms of this agreement shall be considered settled and shall be withdrawn within five working days following the reclassification.
- 9) This memorandum of agreement is not an integral part of the collective agreement and is not arbitrable.

Signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont



Tier B	Function	Occupation	Ontario			Quebec		
			Regular Part-Time	Regular Term Part-Time	Temporary Part-Time	Regular Part-Time	Regular Term Part-Time	Temporary Part-Time
Farshad Kajouii	General Manager Operations (Technology Centre)		4					
Timothy Hollett	General Manager Network & Services Tech Support		6	1		14	1	2
Lawrence F. Ryan	General Manager National Network Management		12			14		
Keith Ranney	General Manager Ontario Cable / Central Office	Central Office Technician I	15		1			
		Cable Repair Technician	50	1				
William Bernaerts	General Manager Ontario Data / Gateways / IR Voice		5					
Pierre Dufour	General Manager Field Services Ontario		3					
Michael Keller	Director Control Center (Ontario)		2					
Philip J Stasinski	General Manager Access Network Preventative Maintenance	Cable Repair Technician	15	3		4	2	
		Business Technician I	13	34		6	5	
Sylvie Couture	General Manager Field Services Quebec	Central Office Technician I				3		
		Cable Repair Technician				17		
		Business Technician I				14		
Nicholas Coulombe	General Manager Enterprise Service Desk		9			6*		
Laurie Neave	General Manager Help Desk (Enterprise)		6					
Lisa K Hutchinson	General Manager Enterprise Service Desk		17					
Marc Germain	General Manager Test Centre		2	5		6	2	
		<b>Total</b>	<b>159</b>	<b>44</b>	<b>1</b>	<b>84</b>	<b>10</b>	<b>2</b>

\* 5 in Montreal, 1 in Quebec

**LUMP SUM PAYMENTS**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm the following:

1. All regular employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company as of December 1<sup>st</sup>, 2007 and who occupy a Wage Schedule 1, 2 or 3 occupation on the date of signature of the Collective Agreement will receive a lump sum payment<sup>1</sup> in accordance with the provisions below:

<b>Wage Schedule</b>	<b>Full Time</b>	<b>Part Time</b>
1	\$ 320	\$ 255
2	\$ 275	\$ 220
3	\$ 290	\$ 230

2. The lump sum payment 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 above lump sums will receive their lump sum payment upon their return to work.

---

<sup>1</sup> Based on an March 6, 2008 date of signature

4. The provisions of Article 3 of the Collective Agreement shall apply to these lump sum payments.

Signed at Ottawa this \_\_\_\_ day of \_\_\_\_\_ 2008.

FOR THE  
COMPANY

FOR THE  
UNION

---

Raynald Wilson

---

Richard Chaumont

## Letter of Intent

Date

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Utilization of Temporary and Part-Time Employees**

Dear Mr. Chaumont:

This is to outline our understanding regarding the utilization by the Company of Temporary and Part-Time employees in the Craft and Services bargaining unit.

It is agreed that the Company shall continue to inform the Union, on a quarterly basis, of available statistics regarding the utilization of Temporary and Part-Time employees in both Regions.

Furthermore, in order to ensure a proper mutual understanding of the Company's needs and of the Union's potential concerns, both parties will meet in consultation, twice a year, to review and discuss such statistics together with any potential problems associated ***with this Letter of Intent.***

Yours truly,

Raynald Wilson  
Director – Industrial Relations



## Letter of Intent

Date

Mr. Raynald Wilson, Director – Industrial Relations

Mr. Richard Chaumont, National Representative CEP

Subject: **Corporate and Local Safety and Health Committees**

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

In accordance with this understanding, the Bargaining Committee mandates the Corporate Safety and Health Committee in the following areas:

### 1) **Local Safety and Health Committees:**

- to establish, in consultation with the Local Safety and Health Committees, the composition and structure of the Local Safety and Health Committees, taking into account the Union Locals, organizational changes and functional diversity in the Craft and Services bargaining unit in order to increase their effectiveness. The number of Local Safety and Health Committees (Craft and Services) shall not exceed **17** as provided in section 12.07 of the Collective Agreement.
- the Committee will also encourage the appropriate use of video/teleconferencing facilities by the Local Safety and Health Committees with a view to decreasing the cost and improving the efficiency of these meetings.

### 2) **Full-time Corporate Safety and Health Representatives:**

- the Company agrees that the two employee representatives in the Craft and Services bargaining unit on the Corporate Safety and Health

Committee shall be assigned on a full-time basis for the purposes of completing full-time duties as assigned by the Corporate Committee.

Yours truly,

---

Raynald Wilson  
Director – Industrial Relations

---

Richard Chaumont  
National Representative CEP

## Letter of Intent

Date

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Freezing of Grievances**

Dear Mr. Chaumont:

This is to outline our understanding regarding the "freezing of grievances" arising out of the interpretation, application or alleged violation of any provision of the Craft and Services Collective Agreement.

Following ***the transmission of a notice of intention to appeal to the Company Grievance Committee (Step 3) of one grievance*** considered for "freezing", ***the appropriate Director - Industrial Relations will initiate, with the consent of a national representative of the Union and responsible of the bargaining unit, the process described herein.***

- a) Following mutual agreement to implement the "freeze" procedure, all grievances already heard at Step 1 of the grievance procedure and those that may be submitted and heard at Step 1 during the "freeze" period which deal with the same provision of the Collective Agreement and substantially the same matter as the grievance which triggered the "freeze" shall be immediately referred to Step 3 and frozen at that step. A method for identifying such cases shall be determined by the national representative of the Union and the appropriate Director - Industrial Relations.
- b) Where no agreement is reached with respect to the referral of a grievance to Step 3, in accordance with this procedure, it shall be processed through the normal grievance procedure, as set out in Article 14 of the Collective Agreement.
- c) Where a National Representative of the Union believes that ***a grievance that has been "frozen" should not have been***, the grievance shall be referred to the appropriate step of the grievance procedure. The normal

time limits shall apply and commence on the date on which the local Union Representative refers the grievance to the appropriate manager.

- d) ***Following the Company's response at Step 3, the national representative of the Union responsible of the bargaining unit shall have the option to submit one representative grievance to Arbitration in accordance with Article 15 of the Collective Agreement;***
- e) ***Any grievance "frozen" at Step 3*** shall remain frozen until 30 days have elapsed from the receipt by the parties of the final arbitration award in respect of the representative case referred to arbitration as provided in paragraph d), at which time:
  - i) the parties shall meet as early as possible to deal conclusively with those grievances. It is understood that the arbitration award referred to does not determine the outcome of the other grievances unless the parties concur;

**AND**

- ii) the 30-calendar-day time limit for referring a grievance to arbitration stipulated in Article 15 commences to run.
- f) The normal time limits prescribed in Article 14 of the Collective Agreement for submitting a grievance to Step 1 of the grievance procedure shall continue to apply.
- g) The Union and the Company shall be responsible for informing their respective Stewards and managers of the existence of a "freeze" and of its nature.

Yours truly,

Raynald Wilson  
Director – Industrial Relations



## **Letter of Intent**

August 19, 2004

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Home Dispatch**

Dear Mr. Chaumont:

This is to outline our understanding reached during bargaining applicable to the Craft and Services bargaining unit regarding Home Dispatch.

### **GENERAL**

- Local management and local Union representatives will, by consensus, select the occupations to which Home Dispatch may apply as well as the localities and districts where they may be implemented. Implementation of Home Dispatch shall not proceed in a location without the approval of a National Representative of the Union.
- The Company agrees that any costs directly associated with the Home Dispatch (e.g., provisioning of facsimile service, the incremental cost of insurance coverage which may be required, etc.), which are approved by the employee's manager, will be paid for by the Company. Where these costs are not approved by the Company, the employee will not be considered as a volunteer for the Home Dispatch. It is further agreed that this approval will not be unreasonably withheld.
- Materiel will be stored and handled in the usual manner.
- The vehicle, its contents, and all such other equipment or services provided by the Company are to be used for Bell Canada business-related purposes only.

### **SELECTION OF EMPLOYEES FOR THE HOME DISPATCH**

- Participation is strictly voluntary, limited to Regular employees, and based upon the mutual consent of the employee and his manager.

- It is agreed that there will be no changes made to the occupational titles of the participants, due to their participation in Home Dispatch.
- Volunteers will be chosen by the Company in order of seniority from among volunteers residing in the locations, within the occupational groups, districts, and localities selected by the Company.
- Participation may be terminated by either the Company or by the employee upon fourteen (14) days' notice.
- When an individual's participation is ended, the employee shall be reintegrated in his permanent occupation at his normal report centre.

### **APPLICABILITY OF COLLECTIVE AGREEMENT PROVISIONS**

- An employee, during the period of his participation in Home Dispatch, will be entitled to all the provisions of the Collective Agreement with the exception of the following:
  - Home Dispatch will be considered a temporary "special project" with regard to Article 22.
  - During the period of the employee's participation, he shall not be entitled to travel allowance as provided under Article 23.
  - Sections **18.23 and 18.24** shall not apply to the time spent travelling in the Company vehicle from the employee's home to his first job and from the last job to his home (this time shall be unpaid).

### **INSURANCE**

- The employee will be reminded that it may be advisable to inform his insurers of the fact that Company vehicle and equipment will be located on his premises and under his care.
- With respect to damages either caused by or to the vehicle or equipment, except where the vehicle or equipment is used without authorization or in cases of willful damages, the liability will be assumed by the Company except as otherwise covered by the Société de l'Assurance Automobile du Québec or the Ontario Insurance Commission.

## **NOTIFICATION**

- The Company agrees to supply to the appropriate Local and National offices of the Union, the
    - name
    - report centre
    - organization code
    - home address
    - home phone number
    - Company provided facsimile number (if any)
- of each employee involved.

Yours truly,

Raynald Wilson  
Director – Industrial Relations

***Remove***

**Letter of Intent**

August 19, 2004

Mr. Sean Howes  
National Representative  
CEP

Subject: **912B, Career Path and Job Posting Procedures**

Dear Mr. Howes:

This is to record the understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding the 912B, the Career Path and Job Posting Procedures.

1. With regard to subsection 24.02 (a), section 24.05 and paragraph (i) of subsection 24.07 (c), "meets job requirements" shall mean that the employee is meeting the basic requirements of his job, is not on interim review and is, in his general performance, satisfactory. For example, an employee will not be disqualified for reasons of one or two absences, one or two lates or one or two minor quality defects.
2. With regard to subsections 24.02 (c) and 24.04 (a), it is understood that job qualifications will bear a reasonable relationship to the basic requirements of the job opening and it is further understood that qualifications for jobs of the same type will not be dissimilar.
3. The 912B Form may be used to request changes of occupations, including changes to the functional preferences within the Business Technician I or Central Office Technician I occupations as shown in Attachment D of the Collective Agreement.

Yours truly,

Raynald Wilson  
Director – Industrial Relations

***Remove***

**Letter of Intent**

August 19, 2004

Mr. Sean Howes  
National Representative  
CEP

Subject: **Joint Review Committee (Article 24)**  
**Joint Working Committee (Career Planning and Development)**

Dear Mr. Howes:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding the establishment of the Joint Review Committee (Article 24) and the Joint Working Committee (Career Planning and Development).

**Joint Review Committee (Article 24)**

The parties agree to the establishment of a Joint Review Committee consisting of three (3) Company and three (3) Union representatives with the mandate to:

- consult with Union and Company representatives, when requested, on Step 3 cases related to the application and interpretation of Article 24 of the Collective Agreement;
- monitor the 912B, Career Path and Job Posting Procedures, making adjustments as it deems necessary to those procedures. It is understood that the Joint Committee shall not have any power to alter or change any of the provisions of the Collective Agreement or to substitute any new provisions for any existing provisions;
- oversee the procedures contained in Article 24 and recommend administrative procedures for implementation;
- promote the introduction and monitor the use of an electronic form for the notification process provided in Article 10.05;

- recommend any modification it considers necessary to the existing provisions of the Collective Agreement for consideration by the parties during bargaining.

### **Joint Working Committee (Career Planning and Development)**

The parties agree to the establishment of a Joint Working Committee, consisting of three (3) Company and three (3) Union representatives, with a mandate to oversee the implementation of a model for Career Planning and Development for occupations in the Craft and Services bargaining unit.

In addition, this Committee has the mandate to:

- monitor the implementation of the one-day Career Workshop;
- provide input into the development of curricula for the Technician Certification program;
- provide input and monitor the implementation and transition to this model for employees in the Craft and Services bargaining unit;
- review the selection criteria for eligibility for the High Tech Certification Premium.

This Committee is to report on the progress of its work to the Joint Review Committee (Article 24).

### **General**

Each Committee shall set its own schedule of meetings. Reasonable expenses of employee representatives necessary for their work for each Committee shall be paid for by the Company.

Yours truly,

Raynald Wilson  
Director – Industrial Relations

***Remove***

**Letter of Intent**

August 19, 2004

Mr. Sean Howes  
National Representative  
CEP

Subject: **Benefit Plans**

Dear Mr. Howes,

This is to confirm our understanding reached during bargaining regarding the Company's decision to implement new Benefit Plans and Programs over the term of this Collective Agreement. It is understood that upon the signing of this Collective Agreement and until such time as the new Program is introduced, the terms and conditions of the Flex Plan in force upon signing of this Collective Agreement will continue to apply.

Omniflex

It was agreed during bargaining that Omniflex, an enhanced Flexible Benefits Program that provides more choices, namely the option of purchasing up to two (2) additional days off and/or additional benefits coverage, will be offered to Regular employees as of July 1, 2005.

Employees will enrol in the new program in May 2005. If they elect to purchase days off, such days will be taken in the following calendar year and will be scheduled according to existing practices.

The Company commits that the above changes shall not reduce the aggregate level of benefits available to the employees covered by the Collective Agreement.

Raynald Wilson  
Director – Industrial Relations

***Remove***

**Letter of Intent**

August 19, 2004

Mr. Sean Howes  
National Representative  
CEP

Subject: **Class II Employees**

Dear Mr. Howes:

This is to confirm our understanding reached during bargaining of the Craft and Services Employees Collective Agreement concerning Class II employees.

This understanding is as follows:

- as provided in the Memorandum of Agreement – Reclassification of Employees to Class I, a number of employees will be reclassified by May 28, 1999 to Class I status. The list of employees covered by paragraphs 3 and 4 of that Memorandum of Agreement was provided to the Union during bargaining – however, should there be additional individuals who should have been included on that list but who were inadvertently left off the list, the Company will make the necessary adjustments to the reclassification list.
- the Company will provide training opportunities for Class II employees to become qualified for future Class I job openings. This program will be reviewed with the Joint Committee (Career Planning and Development),
- an existing Class II employee who is primarily assigned consumer single line functions may elect to leave the Company with a separation package (the 1999 Separation Package) by the end of 1999. This is at the option of the employee only.



- remaining Class II employees may remain on the job, subject to the normal provisions of the Collective Agreement.

Yours truly,

Raynald Wilson  
Director – Industrial Relations

***Remove***

**Letter of Intent**

August 19, 2004

Mr. Sean Howes  
National Representative  
CEP

Subject: **Transition from High Tech Certification Premium to  
Certification Premium Program**

Dear Mr. Howes:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding the transition from High Tech Certification Premium contained in the former collective agreement to the Certification Premium Program.

Effective with the signing of this collective agreement, the High Tech Certification Premium will be discontinued and replaced by the Certification Premium Program.

Employees receiving the High Tech Certification Premium at the date of signing of the collective agreement will continue to receive their quarterly payments until the full amount of the premium has been paid. However, Premium payments will cease immediately should the person no longer be employed by the Company or transfers (employee initiated) to another position which does not require the skills and qualifications being recognized by the premium.

An employee who, prior to the signing of the collective agreement, is already enrolled in what could become recognized training under the Certification Premium Program must provide his manager with all the details of such training within 30 days of the signature of this collective agreement if he wishes the training to be recognized under the Certification Premium Program..

An employee who receives the High Tech Certification Premium cannot also receive a premium under the terms of the Certification Premium Program for the same training.

Yours truly,

Raynald Wilson  
Director - Industrial Relations

***Remove***

**Letter of Intent**

August 19, 2004

Mr. Sean Howes  
National Representative  
CEP

Subject: **Implementation of the Defined Contribution Pension Component**

Dear Mr. Howes:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding the Company's decision to implement a new component to the pension plan, namely the Defined Contribution Pension Component.

New Defined Contribution Pension Component:

As reviewed during bargaining and in order to clarify the intent of the parties, it is understood that:

1. The Defined Contribution Component will be implemented on January 1st, 2005;
2. All regular employees hired before October 1<sup>st</sup>, 2004 (whether or not they are members of the Bell Pension Plan on that date) will have the choice to participate in the Defined Contribution Pension Component, subject to the terms and conditions of the transitional arrangements related to the new component, or remain with the current Defined Benefit Pension Component;
3. All regular employees hired between October 1<sup>st</sup>, 2004 and September 30, 2005 will have the choice to participate in either the Defined Contribution Pension Component or the Defined Benefit Pension Component;
4. If, at the end of the 12-month period described in paragraph 3, over 50% of all regular employees hired between October 1<sup>st</sup>, 2004 and September 30, 2005 have opted for the Defined Contribution Pension

Component, all new hires as of October 1, 2005 will automatically be covered under the Defined Contribution Pension Component under the terms and conditions of this component.

5. If the 50% threshold described in paragraph 4 has not been reached, all regular employees hired between October 1<sup>st</sup>, 2005 and September 30, 2006, will have the choice to participate in either the Defined Contribution Pension Component or the Defined Benefit Pension Component.
6. All regular employees hired as of October 1<sup>st</sup>, 2006 will automatically be covered under the Defined Contribution Pension Component under the terms and conditions of this component.
7. All employees who acquire the right to participate in Bell's pension plan while in Bell's employ (ex.: a temporary part time employee who becomes a regular employee) after October 1<sup>st</sup>, 2004 will be considered as a new hire for purposes of pension selection as described above and will be subject to the rules described above for that purpose.

It is understood and agreed that an employee will be given one opportunity to choose between the Defined Benefit Pension Component and the Defined Contribution Pension Component and that the decision is final and irrevocable.

It is understood that upon signing of this Collective Agreement and until such time as the new Defined Contribution Pension Component is implemented, the terms and conditions of the present Defined Benefit Pension Component will continue to apply to current employees and to new hires.

The details of the new Component were reviewed during bargaining and the Company agrees to meet with representatives of the Union to review the transitional arrangements related to the new Defined Contribution Pension Component when they become available.

Yours truly,

Raynald Wilson  
Director – Industrial Relations

**Letter of Intent**

Date

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Setting the schedule of workdays**

Dear Mr. Chaumont:

This is to confirm the following:

The assignment of workdays under section 18.07 of the collective agreement is planned to ensure availability and balance in the skills required to meet the needs of the Company and its customers, while maintaining as well a balance in the individual assignments over the period covered by the schedule prepared.

Yours truly,

Raynald Wilson  
Director – Industrial Relations

## **Letter of Intent**

Date

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Group Grievances**

Dear Mr. Chaumont:

This is to confirm the following:

Where a tier D manager has employees in his team who are represented by more than one Union Local, it is understood that a separate group grievance may be filed by the employees represented by each Union Local.

However, this does not change the rule governing the presence of employees at the grievance steps, as stipulated in section 14.19 of the collective agreement.

Yours truly,

Raynald Wilson  
Director – Industrial Relations

## Letter of Intent

Date

Mr. Richard Chaumont  
National Representative  
CEP

Subject: **Banked time taken as weeks off**

Dear Mr. Chaumont:

This is to confirm the following:

Where an employee has accumulated sufficient banked time, under subsection 18.05 of the collective agreement, he may use said banked time to schedule one or more additional weeks off on the vacation schedule prepared in accordance with sections 21.08 and 21.09 of the collective agreement.

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

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

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

When an employee becomes sick or is victim of an accident before leaving work on the last day of work preceding time off, 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 time off granted under the terms of this letter shall immediately be deducted from the banked time.

Yours truly,

Raynald Wilson  
Director – Industrial Relations