

Proposed Settlement

May 5, 2008

This document may contain clerical or administrative errors that will be corrected during the signing process of the collective agreement



May 6, 2008

Mr. Dave Coles
President
Communications, Energy and Paperworkers Union (CEP)
301 Laurier Avenue West
Ottawa, Ontario
K1P 6M6

geneviève bich
Vice-President
Office of the CEO

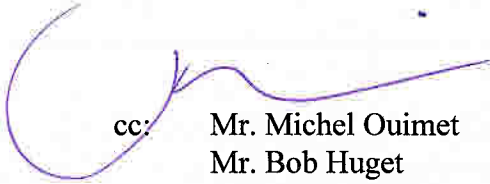
Subject : Work schedule - 40 hours per week

Dear Mr. Coles:

I hereby confirm the discussion held as part of our bargaining meetings in Ottawa regarding the aforementioned subject.

Employees who, during the month of October 2008, reach the end of the 30 weeks during which they may work 40 hours per week pursuant to subsection 18.05(b) of the collective agreement may, if they so decide, continue to work 40 hours per week until 7 December 2008, when the standardized 40-hour work week will come into effect.

Yours truly,



cc: Mr. Michel Ouimet
Mr. Bob Huget
Mr. John Edwards
Mr. Richard Chaumont
Mr. Sean Howes
Mr. Raynald Wilson

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CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 3

DEDUCTIONS

PRESENT

NEW

Union Dues

No change

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.

3.01 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 on a monthly basis with the deduction being made in the second pay period of each month.

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

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.

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

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

3.04 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

3.09 When an employee does not have sufficient earnings in respect to any

PRESENT

month to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.

NEW

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,

9.01 No change

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

No change

(2) is employed as an occasional employee, or

Remove

(3) exercises Management functions.

(2) Previously (3)
No change

(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.

(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

PRESENT

NEW

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

No change

(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 1,040 hours of work, whichever comes first, within the Company.**

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

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

9.02 No change

PRESENT**NEW**

week or portion of a week, the employee shall be credited one calendar week of time worked. This definition shall not be construed as affecting any rights of an employee under the provisions of section 10.01 of this Agreement.

Rehiring - Temporary Employees**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 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.

9.03 (a) No change

(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

(e) No change

PRESENT

NEW

9.03 (a) through (d).

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

(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 the provisions of subsection 9.01 (c).

9.04 Previously 9.05
No change

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.

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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

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 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 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 Grievances.

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**

| | |
|---|--|
| <p>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.</p> | <p>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.</p> |
|---|--|

| | |
|--|-----------------------------------|
| <p>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.</p> | <p>17.12 Remove</p> |
|--|-----------------------------------|

Numbering of subsequent sections is adjusted accordingly.

CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 18

HOURS OF WORK

PRESENT

NEW

Effective on December 7, 2008

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

The basic hours of work per week for a Full-Time employee shall be 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.

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

Part-Time Employees

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 **72** hours per **established period of 4 weeks**, in increments of not less than one-half tour, except in situations where the Director - Industrial Relations and the appropriate Vice-President of the Union or their delegate agree that a number of employees are surplus.

Additional Straight Time

Remove

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 **Remove**

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,

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

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

No change

PRESENTNEW

worked.

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

(b) An employee may request to be compensated by time off in lieu of payment of the 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 1st of each year, at a time mutually agreed to by the employee and the Company.

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

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

(g) When an employee is taken ill or meets with an accident before

(a) No change

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

(c) No change

(d) No change

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

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

(g) No change

PRESENT

NEW

leaving work on the last day of work preceding the day scheduled for taking banked time off, it shall be rescheduled in accordance with the provisions of this section.

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

No change

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.

18.05 Previously 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.



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

18.06 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.

18.07 Previously 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

18.09 Remove

PRESENT

NEW

receive an additional one hour's pay.

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.

18.11 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 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.

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

Meal Period

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

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.

18.16 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.

18.17 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.

18.08 Previously 18.10
No change

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

18.10 Previously 18,12
No change

18.11 Previously 18.13
No change

No change

18.12 Previously 18.14
No change

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

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

18.15 Previously 18.17
No change

PRESENT

NEW

**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:

18.16 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 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.

No change

(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.

(c) No change

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

No change

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

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

PRESENT

NEW

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.

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

Differential for Work in Off-Normal Period

No change

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:

18.18 Previously 18.20
No change

| | |
|---|----------------------------|
| <u>Hours Worked in the Off-Normal Period</u> | <u>Differential</u> |
|---|----------------------------|

No change

| | |
|-------------------|---------|
| 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 paid:

18.19 Previously 18.21
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 **18.16** or **18.17**.

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.

18.20 Previously 18.22
No change

PRESENT

NEW

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 ¼ 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

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.

18.26 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.20 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

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.

No change

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

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

No change

18.23 Previously 18.27
No change

PRESENT

NEW

**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.

18.24 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.

18.25 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:

18.26 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

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

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

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.

18.27 Previously 18.31
No change

PRESENT

NEW

(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.

18.28 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:

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

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

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

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

19.01 No change

(a) in addition to his scheduled tour of duty on any day, or

(b) No change

19.02 No change

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

No change

(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) No change

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

(b) No change

(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.

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

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

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

| <u>Minutes Worked</u> | <u>Reported To Nearest 1/4 Hour</u> |
|------------------------------|--|
| 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. | |

No change

No change

PRESENT**NEW**

etc.

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 continuity of such overtime.

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

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

19.08 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 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.

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

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

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

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

(c) No change

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

19.10 No change

PRESENT

NEW

to the time he actually reports for work.

**Overtime Payment -
Part-Time Employees**

No change

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

19.11 No change

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

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

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

19.13 **No change**

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

(a) No change

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

(b) No change

No change

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 schedule time off on another day, which must be taken during the same calendar year. If the employee is called into work on his scheduled day off, the provisions of article 20.11 or 20.12 will apply as the case may be.*

CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 21

ANNUAL VACATIONS

PRESENT

NEW

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

21.02 No change

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

No change

* At least one week of which must be taken outside the period June through September.

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

** At least two weeks of which must be taken outside the period June through September.

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

21.03 When the annual vacation for an employee falls in two months, to each of which a vacation of different length applies, the annual vacation shall not exceed the shorter length of vacation specified for the employee's net credited service in the table above, except as specifically provided for in the said table.

21.03 No change

PRESENT

NEW

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

21.04 (a) Previously 21.04
No change

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

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

21.05 No change

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

21.06 No change

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

(a) No change

(b) one week's vacation if he completes less than six months of service during such year.

(b) No change

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

21.07 No change

21.08 Vacation schedules shall be prepared each year by the Company

21.08 No change

PRESENT

NEW

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

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

21.09 No change

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

21.10 (a) No change

(b) Subject to section 21.12, a minimum of 20% of the employees in a Tier D manager's group will be permitted on vacation at a time. However, based on service requirements, the actual number of employees permitted on vacation in any given week may be less than 20% provided that the average within each two month period starting January 1st of each year is not less than 20%.

(b) No change

Effective on January 1, 2009

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

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

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

PRESENT

NEW

June through September.

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

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

period.

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

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

Attachment E pertaining to the Summer Period becomes Attachment G

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

PRESENT

NEW

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

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

22.03 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) No change

(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 **18.18** and **18.20** and the premium provided in section **18.21**, is higher than his basic rate of pay

PRESENT**NEW****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 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.

22.07 No change

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

22.10 No change

PRESENT

NEW

in excess of two weeks, the Company will give first consideration to the most senior employee who will volunteer from the functional group in the seniority unit at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, providing the remaining employees at his reporting centre have the necessary qualifications to do the work remaining.

22.11 In the event that there is no volunteer, as provided in section 22.10, the employee of least seniority from the functional group in the seniority unit, at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining.

22.11 No change

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

22.13 (a) No change

- a permanent reassignment, or
- a temporary reassignment for more

PRESENT

NEW

than 30 days,

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 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.

(b) No change

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

PRESENT

NEW

- | | |
|--|--|
| <p>where a Company employee returns from another bargaining unit following a placement for reasons of health or disability;</p> | <p>No change</p> |
| <p>(b) Surplus</p> <p>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;</p> | <p>(b) No change</p> <p>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;</p> |
| <p>(c) Demotion Within Unit</p> <p>where an employee is involuntarily demoted within the bargaining unit;</p> | <p>(c) No change</p> <p>No change</p> |
| <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</p> | <p>(e) No change</p> <p>No change</p> |

PRESENT

NEW

District into which the person is placed will forfeit one of the "needs of the business" placements as referred to in subsection 22.14 (d);

(f) Employment Equity (f) No change

where a person is placed into the bargaining unit, for the purpose of Employment Equity, in accordance with section 33.02;

No change

(g) Redeployment, New Business and New Technology (g) No change

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

No change

(i) redeployment due to lack of work or priority of work, or (i) No change

(ii) the start-up of a new business opportunity or the initial introduction of new technology. (ii) No change

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

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;

PRESENT

NEW

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 of this exception.

No change

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.

PRESENTNEW

(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) No change

(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 **18.18** and **18.20** and the premium provided in section **18.21**, is higher than his basic rate of pay.

CONTRACT CLAUSE PROPOSAL - 2007

CRAFT AND SERVICES EMPLOYEES

ARTICLE 24

912B, CAREER PATH AND JOB POSTING PROCEDURES

PRESENT

NEW

Effective until December 31, 2008

Sections 24.01 to 24.13

No change

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).
- (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.

(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 **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

No change

PRESENT

NEW

year, as provided in subsection 33.02 (a).

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

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:

(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

(b) of section 33.02.

(b) No change

33.03 No change

(a) No change

(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 30th, 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 30th, 2012.

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

| <u>Title</u> | <u>Schedule</u> |
|-----------------------------------|-----------------|
| Apprentice Technician | 1 |
| Business Technician I | 1 |
| Business Technician II | 2 |
| Cable Repair Technician | 1 |
| Central Office Technician I | 1 |
| Central Office Technician II | 2 |
| Central Office Technician III | 2 |
| Combination Technician | 1 |
| Craft Technician | 1 |
| 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 | |
| Leamington | Terrebonne |
| Le Gardeur | Tillsonburg |
| Lindsay | Toronto |
| London | Trois-Rivières |
| | |
| 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 | On the date of ratification (1.50%) | | December 7, 2008 (2.00%) | |
|------|--|--------------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates | Weekly Rates | Hourly Rates |
| 1 | \$632.58 | \$16.87 | \$688.25 | \$17.21 |
| 2 | \$677.97 | \$18.08 | \$737.63 | \$18.44 |
| 3 | \$750.11 | \$20.00 | \$816.12 | \$20.40 |
| 4 | \$795.42 | \$21.21 | \$865.42 | \$21.64 |
| 5 | \$844.48 | \$22.52 | \$918.80 | \$22.97 |
| 6 | \$917.31 | \$24.46 | \$998.03 | \$24.95 |
| 7 | \$966.78 | \$25.78 | \$1 051.86 | \$26.30 |
| 8 | \$1 030.49 | \$27.48 | \$1 121.18 | \$28.03 |
| 9 | \$1 084.80 | \$28.93 | \$1 180.27 | \$29.51 |
| 10 | \$1 186.13 | \$31.63 | \$1 290.51 | \$32.26 |
| 11 | \$1 244.43 | \$33.18 | \$1 353.94 | \$33.85 |

ATTACHMENT C

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

| Step | December 1, 2009 (2.00%) | | December 1, 2010 (2.00%) | |
|------|-----------------------------|--------------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates | Weekly Rates | Hourly Rates |
| 1 | \$702.02 | \$17.55 | \$716.06 | \$17.90 |
| 2 | \$752.38 | \$18.81 | \$767.43 | \$19.19 |
| 3 | \$832.44 | \$20.81 | \$849.09 | \$21.23 |
| 4 | \$882.72 | \$22.07 | \$900.38 | \$22.51 |
| 5 | \$937.17 | \$23.43 | \$955.91 | \$23.90 |
| 6 | \$1 017.99 | \$25.45 | \$1 038.35 | \$25.96 |
| 7 | \$1 072.89 | \$26.82 | \$1 094.35 | \$27.36 |
| 8 | \$1 143.60 | \$28.59 | \$1 166.47 | \$29.16 |
| 9 | \$1 203.87 | \$30.10 | \$1 227.95 | \$30.70 |
| 10 | \$1 316.32 | \$32.91 | \$1 342.65 | \$33.57 |
| 11 | \$1 381.02 | \$34.53 | \$1 408.64 | \$35.22 |

ATTACHMENT C

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

| Step | December 1, 2011 (2.00%) | |
|------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates |
| 1 | \$730.38 | \$18.26 |
| 2 | \$782.78 | \$19.57 |
| 3 | \$866.07 | \$21.65 |
| 4 | \$918.39 | \$22.96 |
| 5 | \$975.03 | \$24.38 |
| 6 | \$1 059.12 | \$26.48 |
| 7 | \$1 116.24 | \$27.91 |
| 8 | \$1 189.80 | \$29.75 |
| 9 | \$1 252.51 | \$31.31 |
| 10 | \$1 369.50 | \$34.24 |
| 11 | \$1 436.81 | \$35.92 |

ATTACHMENT C

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

| Step | On the date of ratification (1.50%) | | December 7, 2008 (2.00%) | |
|------|--|--------------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates | Weekly Rates | Hourly Rates |
| 1 | \$632.58 | \$16.87 | \$688.25 | \$17.21 |
| 2 | \$677.97 | \$18.08 | \$737.63 | \$18.44 |
| 3 | \$750.13 | \$20.00 | \$816.14 | \$20.40 |
| 4 | \$795.42 | \$21.21 | \$865.42 | \$21.64 |
| 5 | \$844.48 | \$22.52 | \$918.80 | \$22.97 |
| 6 | \$917.31 | \$24.46 | \$998.03 | \$24.95 |
| 7 | \$966.78 | \$25.78 | \$1 051.86 | \$26.30 |
| 8 | \$1 035.38 | \$27.61 | \$1 126.49 | \$28.16 |
| 9 | \$1 092.10 | \$29.12 | \$1 188.20 | \$29.71 |
| 10 | \$1 195.83 | \$31.89 | \$1 301.07 | \$32.53 |
| 11 | \$1 256.59 | \$33.51 | \$1 367.17 | \$34.18 |

ATTACHMENT C

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

| Step | December 1, 2009 (2.00%) | | December 1, 2010 (2.00%) | |
|------|-----------------------------|--------------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates | Weekly Rates | Hourly Rates |
| 1 | \$702.02 | \$17.55 | \$716.06 | \$17.90 |
| 2 | \$752.38 | \$18.81 | \$767.43 | \$19.19 |
| 3 | \$832.46 | \$20.81 | \$849.11 | \$21.23 |
| 4 | \$882.72 | \$22.07 | \$900.38 | \$22.51 |
| 5 | \$937.17 | \$23.43 | \$955.91 | \$23.90 |
| 6 | \$1 017.99 | \$25.45 | \$1 038.35 | \$25.96 |
| 7 | \$1 072.89 | \$26.82 | \$1 094.35 | \$27.36 |
| 8 | \$1 149.02 | \$28.73 | \$1 172.00 | \$29.30 |
| 9 | \$1 211.97 | \$30.30 | \$1 236.20 | \$30.91 |
| 10 | \$1 327.09 | \$33.18 | \$1 353.63 | \$33.84 |
| 11 | \$1 394.52 | \$34.86 | \$1 422.41 | \$35.56 |

ATTACHMENT C

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

| Step | December 1, 2011 (2.00%) | |
|------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates |
| 1 | \$730.38 | \$18.26 |
| 2 | \$782.78 | \$19.57 |
| 3 | \$866.09 | \$21.65 |
| 4 | \$918.39 | \$22.96 |
| 5 | \$975.03 | \$24.38 |
| 6 | \$1 059.12 | \$26.48 |
| 7 | \$1 116.24 | \$27.91 |
| 8 | \$1 195.44 | \$29.89 |
| 9 | \$1 260.93 | \$31.52 |
| 10 | \$1 380.70 | \$34.52 |
| 11 | \$1 450.85 | \$36.27 |

ATTACHMENT C

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

| Step | On the date of ratification (1.50%) | | December 7, 2008 (2.00%) | |
|------|--|--------------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates | Weekly Rates | Hourly Rates |
| 1 | \$567.45 | \$15.13 | \$617.39 | \$15.43 |
| 2 | \$608.16 | \$16.22 | \$661.68 | \$16.54 |
| 3 | \$672.88 | \$17.94 | \$732.09 | \$18.30 |
| 4 | \$713.55 | \$19.03 | \$776.34 | \$19.41 |
| 5 | \$757.55 | \$20.20 | \$824.21 | \$20.61 |
| 6 | \$822.87 | \$21.94 | \$895.28 | \$22.38 |
| 7 | \$867.25 | \$23.13 | \$943.56 | \$23.59 |
| * 8 | \$924.41 | \$24.65 | \$1 005.76 | \$25.14 |
| 9 | \$973.13 | \$25.95 | \$1 058.77 | \$26.47 |
| 10 | \$1 064.00 | \$28.37 | \$1 157.64 | \$28.94 |

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 (2.00%) | |
|------|-----------------------------|--------------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates | Weekly Rates | Hourly Rates |
| 1 | \$629.73 | \$15.74 | \$642.33 | \$16.06 |
| 2 | \$674.91 | \$16.87 | \$688.41 | \$17.21 |
| 3 | \$746.73 | \$18.67 | \$761.67 | \$19.04 |
| 4 | \$791.87 | \$19.80 | \$807.70 | \$20.19 |
| 5 | \$840.69 | \$21.02 | \$857.51 | \$21.44 |
| 6 | \$913.18 | \$22.83 | \$931.45 | \$23.29 |
| 7 | \$962.44 | \$24.06 | \$981.68 | \$24.54 |
| * 8 | \$1 025.87 | \$25.65 | \$1 046.39 | \$26.16 |
| 9 | \$1 079.94 | \$27.00 | \$1 101.54 | \$27.54 |
| 10 | \$1 180.79 | \$29.52 | \$1 204.40 | \$30.11 |

Rates maximum:

* Class III

ATTACHMENT C

Craft and Services Employees – Class II & III

WAGE SCHEDULE 2

Weekly and Hourly Rates

| Step | December 1, 2011 (2.00%) | |
|------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates |
| 1 | \$655.18 | \$16.38 |
| 2 | \$702.18 | \$17.55 |
| 3 | \$776.90 | \$19.42 |
| 4 | \$823.86 | \$20.60 |
| 5 | \$874.66 | \$21.87 |
| 6 | \$950.08 | \$23.75 |
| 7 | \$1 001.32 | \$25.03 |
| * 8 | \$1 067.32 | \$26.68 |
| 9 | \$1 123.57 | \$28.09 |
| 10 | \$1 228.49 | \$30.71 |

Rates maximum:

* Class III

ATTACHMENT C

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

| Step | On the date of ratification (1.50%) | | December 7, 2008 (2.00%) | |
|------|--|--------------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates | Weekly Rates | Hourly Rates |
| 1 | \$570.02 | \$15.20 | \$620.19 | \$15.50 |
| 2 | \$604.49 | \$16.12 | \$657.69 | \$16.44 |
| 3 | \$676.18 | \$18.03 | \$735.69 | \$18.39 |
| 4 | \$719.86 | \$19.20 | \$783.21 | \$19.58 |
| 5 | \$795.51 | \$21.21 | \$865.51 | \$21.64 |
| 6 | \$860.45 | \$22.95 | \$936.17 | \$23.40 |
| 7 | \$879.06 | \$23.44 | \$956.42 | \$23.91 |
| 8 | \$913.84 | \$24.37 | \$994.26 | \$24.86 |
| 9 | \$961.20 | \$25.63 | \$1 045.78 | \$26.14 |
| 10 | \$1 011.90 | \$26.98 | \$1 100.94 | \$27.52 |
| *11 | \$1 120.93 | \$29.89 | \$1 219.57 | \$30.49 |

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 (2.00%) | |
|------|-----------------------------|--------------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates | Weekly Rates | Hourly Rates |
| 1 | \$632.59 | \$15.81 | \$645.24 | \$16.13 |
| 2 | \$670.84 | \$16.77 | \$684.26 | \$17.11 |
| 3 | \$750.40 | \$18.76 | \$765.41 | \$19.14 |
| 4 | \$798.87 | \$19.97 | \$814.85 | \$20.37 |
| 5 | \$882.83 | \$22.07 | \$900.48 | \$22.51 |
| 6 | \$954.89 | \$23.87 | \$973.99 | \$24.35 |
| 7 | \$975.55 | \$24.39 | \$995.06 | \$24.88 |
| 8 | \$1 014.15 | \$25.35 | \$1 034.43 | \$25.86 |
| 9 | \$1 066.70 | \$26.67 | \$1 088.03 | \$27.20 |
| 10 | \$1 122.96 | \$28.07 | \$1 145.42 | \$28.64 |
| *11 | \$1 243.96 | \$31.10 | \$1 268.84 | \$31.72 |

Rates maximum:

* Hazardous Material Coordinator

ATTACHMENT C

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

| Step | December 1, 2011 (2.00%) | |
|------|-----------------------------|--------------|
| | Weekly Rates | Hourly Rates |
| 1 | \$658.15 | \$16.45 |
| 2 | \$697.94 | \$17.45 |
| 3 | \$780.72 | \$19.52 |
| 4 | \$831.15 | \$20.78 |
| 5 | \$918.49 | \$22.96 |
| 6 | \$993.47 | \$24.84 |
| 7 | \$1 014.96 | \$25.37 |
| 8 | \$1 055.12 | \$26.38 |
| 9 | \$1 109.79 | \$27.74 |
| 10 | \$1 168.33 | \$29.21 |
| *11 | \$1 294.22 | \$32.36 |

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)ONTARIOQUÉBEC

- 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

ATTACHMENT E**SUMMER PERIODS
(ARTICLE 21)**

| <u>YEAR</u> | <u>START</u> | <u>END</u> |
|-------------|---------------|--------------------|
| 2008 | June 8, 2008 | September 20, 2008 |
| 2009 | June 7, 2009 | September 26, 2009 |
| 2010 | June 6, 2010 | September 25, 2010 |
| 2011 | June 5, 2011 | September 24, 2011 |
| 2012 | June 10, 2012 | September 22, 2012 |

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 19th day of August 2004.

FOR THE
COMPANY

FOR THE
UNION

Raynald Wilson

Sean Howes

LUMP SUM PAYMENT¹
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 1st, 2007 and who occupy a Wage Schedule 1, 2 or 3 occupation on the date of ratification of the Collective Agreement will receive a lump sum payment in accordance with the provisions below:

| Full Time | Part Time |
|------------------|------------------|
| \$ 500 | \$ 400 |

2. The lump sum payment described in paragraph 1 above is payable on the second pay following the date of signature of the Collective Agreement.
3. Employees on leaves of absence (short term disability, long term disability, child care responsibility leave, parental leave) at the date of payment of the lump sum described in paragraph 1 above will receive their lump sum upon their return to work.

¹ 80% may be transferred to an RRSP

4. The provisions of Article 3 of the Collective Agreement shall apply to this lump sum payment.

Signed at Ottawa this ____ day of _____ 2008.

FOR THE
COMPANY

FOR THE
UNION

Raynald Wilson

Richard Chaumont

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

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 **18.18** of the collective agreement do not apply for Teleworkers on split shift schedules.
- Participants shall attend meetings, training sessions and other scheduled activities. They shall be advised insofar as possible at least two days in advance. If applicable, the premium pay for change in tour of duty shall apply.
- During the teleworking period, employees shall work at their usual work center one day every two weeks or according to a different frequency when specific needs so warrant.
- If employees must return to their work center during their tour of duty for reasons beyond their control (e.g., equipment failure), the Company shall pay for their return trip by public transportation or the equivalent.

WORK-RELATED ACCIDENTS

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

INSURANCE

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

APPENDIX 1

SELECTION CRITERIA

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

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

Signed at Ottawa this ____ 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 19th day of August 2004.

FOR THE
COMPANY

FOR THE
UNION

Raynald Wilson

Sean Howes

INSOURCING ACTIVITIES

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

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

This is to confirm the following:

1. To ensure the harmonious integration of employees into the Company when **insourcing** contracts are signed, it is agreed that:
 - a. During the twelve (12) months following the arrival (start date at Bell) of new employees after an **insourcing** contract has been won, none of those employees shall be covered by the collective agreement.
 - b. At some point during the period specified in the preceding 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 13th month inclusively and the 24th month inclusively after the arrival of the resources, the parties will consult with each other in order to review the job profiles that apply to the jobs to be integrated into the **Craft and Services** bargaining unit.
2. At the time of the integration of new jobs into the **Craft and Services** bargaining unit following an **insourcing** contract:

- a. The Company and the Union shall come to an agreement regarding the pay scales of the jobs in question based on the parameters of the compensation plan and the Company's comparison markets.
 - b. The employees who are integrated into the certification unit shall enjoy the full seniority that the Company will recognize for them.
3. Employees who are integrated into the bargaining unit and whose salary is:
 - a. Higher than the maximum of the class corresponding to their job shall have their salary frozen until such time as the maximum for the class of job they hold matches their salary.
 - b. Lower than the minimum of the class corresponding to their job shall have their salary adjusted to the minimum of the class of job they are entering.
 - c. Within the class corresponding to their job, but between two steps of the wage schedule, shall have their salary adjusted to the higher step that is closest to the salary they were earning immediately prior to the integration.
4. When the Company integrates **insourced** resources from another company, it may, within a period of 24 months, reclassify those employees as permanent full-time or as permanent part-time employees within the bargaining unit, according to the terms of this Memorandum of Agreement.
5. When employees are integrated into the bargaining unit, the Director – Industrial Relations shall provide a list of the names of the employees in question to the national representative of the Union.
6. **It is understood and agreed that the present Memorandum of Agreement exclusively applies to activities insourced to Bell and not to activities outsourced by Bell.**

Signed at Ottawa this ____ day of _____ 2008.

FOR THE
COMPANY

FOR THE
UNION

Raynald Wilson

Richard Chaumont

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

FLUCTUATIONS OF WORK VOLUMES

MEMORANDUM OF AGREEMENT BETWEEN

BELL CANADA

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS

UNION OF CANADA

REPRESENTING CRAFT AND SERVICES EMPLOYEES

This is to confirm the following:

- Given the daily, weekly and monthly variations in the volume of work throughout the year;
- Given the Company's need to meet its customers' changing expectations;

The parties agree as follows:

- 1) The Joint Transition Committee defined in the Letter of Intent on Articles 22 and 24 will be responsible for the mandate defined herein.
- 2) This committee's mandate will be to work in partnership to identify means of increasing the flexibility available to the Company in order to allow it to better face fluctuations of work volumes on a daily, weekly and monthly basis.
- 3) The Committee does not have the mandate or the authority to make or recommend changes to the collective agreement or to deal with issues that are more properly addressed through collective bargaining.
- 4) This committee will submit its recommendations to the Company twice a year, once before June 30 and once before December 31 of each year.
- 5) It is understood that the means proposed shall not, directly and indirectly, increase the Company's costs.
- 6) This committee shall begin its work by no later than July 1st, 2008 and set its own schedule of meetings.

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

Signed at Ottawa this ____ 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 (or group of reporting centres) and by seniority unit, who must be available beyond basic hours of work. The total number of employees assigned and the duration of assignments may vary from one reporting centre (or group of reporting centres) to another or seniority unit to another.
- 2 The Company will grant priority to employees who volunteer and possess the required qualifications to meet the needs identified within a given reporting centre (or group of reporting centres) and seniority unit. In the event that there are more volunteers than required, the assignment periods will be filled in rotation from among the qualified volunteers, with periods being selected by seniority.
- 3
 - a) If there are no volunteers, a rotation-based approach will be implemented by the Company to distribute assignment periods among all employees with the required qualifications to meet the needs identified in each reporting centre (or group of reporting centres) and seniority unit where the standby program is in place, with the selection of assignment periods to be based on seniority.
 - b) Notwithstanding the provisions of subsection 3(a) and where possible according to the Company, given the number of employees available, their qualifications and their seniority, an employee with 30 years or more

of service may not be assigned under a rotation approach except by consent.

4 (a) Any assignment period under sections (2) and (3) herein may not exceed seven (7) consecutive days.

(b) The Company may terminate an assignment period at any time.

5 An employee on standby will receive compensation at the rate of one and a quarter hours at his basic rate of pay for each day on which he is on standby. He will be entitled to choose to be paid or to be compensated in the form of banked time in lieu of payment, in compliance with subsection 18.04(a) of the collective agreement on a ratio of one for one (1:1).

6 Notwithstanding section 5 herein, an employee on standby who has accumulated the maximum allowable hours in banked time in lieu of payment under subsection 18.04(a) of the collective agreement will be paid at the rate of one and a quarter hours at his basic rate of pay for each day on which he is on standby.

7 An employee on standby who is called in to work will be paid in accordance with the terms of payment for overtime stipulated in the collective agreement.

Signed at Ottawa this ____ 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 (d)** 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. The CEP covenants not to use this memorandum of agreement and its application in the course of any proceeding whatsoever to the Canada Industrial Relations 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

JOINT TRANSITION COMMITTEE (ARTICLES 22 AND 24)

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

Whereas a new article 24 will be introduced as of January 1, 2009;

The parties agree as follows:

1. The parties agree to the establishment of a Joint Transition Committee consisting of four (4) Company and four (4) Union representatives (2 from Ontario and 2 from Québec). It is understood and agreed that the members of this Joint Transition Committee are the same as the members of the former 912 committee that existed under the previous collective agreement.
2. The mandate of the committee is, at first, to work jointly on:
 - a. Enhancements which could be made to Article 24 (as will come into force on January 1, 2009) in a win-win manner;
 - b. The establishment of the necessary administrative process for the effective application of Article 24 as of January 1, 2009;
 - c. The communications plans to managers and employees regarding the application of Article 24 as of January 1, 2009.
3. The committee shall finish its work by November 30, 2008 at the latest in order to allow the union, as may be required, to proceed with a ratification of the changes which could have to be made to the collective agreement, including any correlation that may be required.

4. As of January 1, 2009, the mandate of the committee will be to discuss the administration of Articles 22 and 24 and to make recommendations as it deems necessary to ensure an efficient transition.
5. The Joint Transition Committee shall set its own schedule of meetings. It is understood that the parties will favour face to face meetings in the first part of their mandate. After that, they will decide what the best way to proceed will be.
6. Reasonable expenses of employee representatives necessary for their work on the Committee shall be paid for by the Company.

Signed at Ottawa this ____ day of _____ 2008.

FOR THE
COMPANY

FOR THE
UNION

Raynald Wilson

Richard Chaumont

Replaces exhibit E64 Letter of Intent – Joint Transition Committee (Articles 22 & 24)

WEEKEND SCHEDULE

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

This is to confirm the following:

1. Despite the removal of the Premium Pay For Consecutive Saturdays Worked and the changes to the Sunday Premium Pay, Bell will not schedule employees to work during the weekends more than what is required given its workload.
2. Where possible according to the Company, given the number of employees available, their qualifications and their seniority, an employee with 30 years or more of service may not be scheduled on a weekend except by consent.

Signed at Ottawa this ____ day of _____ 2008.

FOR THE
COMPANY

FOR THE
UNION

Raynald Wilson

Richard Chaumont

Replaces exhibit E66 Letter of Intent – Weekend Schedules

ARTICLE 18 - HOURS OF WORK

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

Whereas the standardized 40-hour work week will only be in effect on December 7, 2008, the parties agree that for the period commencing on the date of signing of the collective agreement and expiring on 6 December 2008, the provisions of

- article 18;
- section 19.07;
- subsection 22.05(b);
- subsection 23.07(b);
- paragraphs 5 and 6 of the Memorandum of Agreement – Standby Program;
- the third paragraph of the “Work Schedules” section of the Memorandum of Agreement – Teleworking Agreement

shall be the following:

Article 18 – Hours of Work

Definitions

For the purpose of this Agreement,

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

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

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

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

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

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

Full-Time Employees

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

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

Part-Time Employees

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

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

Additional Straight Time

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

Banked Time

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

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

- (a) An employee's request to bank such time off in lieu of payment must be made known to his manager when his work on the day is coded for payroll. Time banked by an individual employee for purposes of time off in lieu of payment shall never exceed 100 hours, at any one time.
- (b) An employee may request to be compensated by time off in lieu of payment of the premium provided under section 18.22 in accordance with the provisions of this section.
- (c) Any such time off shall be subject to service requirements and scheduled at a time mutually agreed to by the employee and the Company and, when taken, shall be paid at the employee's basic rate of pay. The minimum amount of time off which may be granted under this section shall be one (1) hour.
- (d) An employee with banked time owing shall, if he requests it, be scheduled at least one day off in each two month period beginning January 1st of each year, at a time mutually agreed to by the employee and the Company.
- (e) Notwithstanding sub-section 18.05 (c), and providing that he has sufficient time banked, a part-time employee who worked less than 37.5 hours in a week may use banked time to top-up his hours of work in that week to a maximum of 37.5 hours.
- (f) In lieu of taking the time off provided under this section, an employee with banked time owing may request to be compensated, once every calendar year, at his basic rate of pay, for up to 37.5 hours from his bank in each calendar year.
- (g) When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the day scheduled for taking banked time off, it shall be rescheduled in accordance with the provisions of this section.

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

Arrangement and Assignment of Tours of Duty

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

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

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

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

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

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

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

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

Meal Period

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

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

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

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

Premium Pay for Changes in Scheduled Tours

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

- (a) When the change in tour is made at the employee's request he shall be paid on a straight time basis.
- (b) When an employee reverts to his own scheduled tour after he has worked two or more consecutive relief tours he shall be paid on a straight time basis.

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

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

Premium Pay for Changes in a Scheduled Work Week

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

(b) The four days' notice as referred to in subsection 18.18 (a) will commence on the day following the actual day of notice to either the new tour

of duty which is outside the previous scheduled work week or to the cancelled tour of duty, whichever comes first.

Differential for Work in Off-Normal Period

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

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

18.20 Differentials shall not be paid:

- (a) For any period when an employee is being paid on an overtime basis.
- (b) For paid absence from duty.
- (c) For any period where an employee is being paid a premium under sections 18.17 or 18.18.

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

Sunday Premium Pay

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

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

Christmas Eve and New Year's Eve – Special Compensation

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

Time Spent Travelling in Company Vehicle

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

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

Time Travelling – Other Than To and From The Job

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

- (a) When sleeping accommodation is provided en route, only time travelling between the hours of 7:00 A.M. and 10:00 P.M. (including unavoidable stop-over time between connections) shall be considered as travel time.
- (b) When no sleeping accommodation is provided en route, all travel time (including unavoidable stop-over time between connections) shall be considered as travel time.
- (c) Travel time under subsection 18.27 (a) and (b) shall be paid for on a straight time basis

Relief Period

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

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

Work at a Visual Display Terminal

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

Article 19 – Overtime

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

Article 22 – Transfers and Reassignments

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

Article 23 – Travel allowance, living and transportation expenses paid

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

Memorandum of Agreement – Standby Program

Paragraphs 5 and 6 shall read as follows:

5 An employee on standby will receive compensation at the rate of one and a quarter hours at his basic rate of pay for each day on which he is on standby. He will be entitled to choose to be paid or to be compensated in

the form of banked time in lieu of payment, in compliance with subsection 18.05(a) of the collective agreement on a ratio of one for one (1:1).

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.

Memorandum of Agreement – Teleworking Agreement

The third paragraph of the “Work Schedules” section shall read as follows:

- The terms of article 18.19 of the collective agreement do not apply for Teleworkers on split shift schedules.

Signed at Ottawa this ____ day of _____ 2008.

FOR THE
COMPANY

FOR THE
UNION

Raynald Wilson

Richard Chaumont

ARTICLE 24 – JOB POSTING PROCEDURE

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

This is to confirm the following:

Effective on January 1, 2009, the provisions of Article 24 shall be the following:

Definitions

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

All job openings will be posted except replacements filling positions left vacant after a job posting. In such cases, article 24.04 will apply.

For purposes of this article, the word “job” must be understood to refer to both a “position” or an “occupation”.

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

Procedure for filling a vacant position

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

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

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

(i) the applicant's performance on his existing job meets job requirements;

(ii) the applicant is qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working days familiarization period.

(d) The Company reserves the right to cancel a job posting at any time during the first five (5) working days of the period specified in subsection 24.02 (a).

24.03 From among the applicants for the position, the Company shall select the most senior candidate from among those who are qualified, in the following order:

(f) an employee located in the same headquarters

(g) any other employee

(h) an employee identified in application of Article 22

(i) a person originating from:

- Operator Services group; or

- Clerical and Associate Employees group; or

- Communications Sales Employees group

(j) any other person.

24.04 All replacements filling positions left vacant after an initial job posting may either:

(a) be filled under Article 22, or

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

(c) not be filled.

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

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

Exceptions

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

General

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

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

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

24.10 The Job Posting Procedure applies to all Craft & Services employees.

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: **Four (4) Day Work Week**

Dear Mr. Chaumont:

This is to outline our understanding applicable to the Craft and Services employees bargaining unit regarding the possible institution of a four (4) day work week on a local basis. The following conditions shall apply:

- A four (4) day work week may be instituted only by mutual agreement between local management and local Union representatives, provided that each employee affected gives his consent to the arrangement.
- It is agreed that every time a four (4) day work week is to be instituted, the applicable terms and conditions shall be confirmed in a Letter of Agreement signed between the Director - Industrial Relations and an Officer of the CEP, or their designates.
- Where a four (4) day work week is instituted, both parties shall agree that for purposes of application of Articles 18 and 19, the expressions "scheduled tour of duty" and "basic hours of work" shall mean a tour of ten (10) hours of work for 40 hours a week.

General

- Compressed work week arrangements, other than the one outlined above, may be implemented by the parties within the general framework specified in this letter where such an arrangement meets with the approval of both the Director - Industrial Relations and an Officer of the Union, or their designates.

- Any agreement by the parties under the terms of this letter shall be conditional to the observance of all legal requirements prescribed under any applicable legislation.

Yours truly,

Raynald Wilson
Director – Industrial Relations

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 **18.24 and 18.25** shall not apply to the time spent travelling in the Company vehicle from the employee's home to his first job and from the last job to his home (this time shall be unpaid).

INSURANCE

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

NOTIFICATION

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

Yours truly,

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

Letter of Intent

Date

Mr. Richard Chaumont
National Representative
CEP

Subject: **Disability Plans**

Dear Mr. Chaumont:

This is to confirm the following:

Bell Canada intends to maintain, for the duration of the current collective agreement, the provisions in effect with respect to the disability benefit plans (LTD, SDB and ADB) and specifically, those applicable to employees hired prior to July 1, 2000. These provisions are outlined in the section of the Bell intranet site dealing with various plans.

I trust you will find this to be satisfactory.

Yours truly,

Raynald Wilson
Director – Industrial Relations

Letter of Intent

Date

Mr. Richard Chaumont
National Representative
CEP

Subject: **Class II Employees**

Dear Mr. Chaumont:

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

This understanding is as follows:

- The Company will provide training opportunities for **current** Class II employees to become qualified for future Class I job openings.
- **Current** Class II employees may remain on the job, subject to the normal provisions of the Collective Agreement.

Yours truly,

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 1st, 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 1st, 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 1st, 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 1st, 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 1st, 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 1st, 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: **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 **18.04** of the collective agreement, he may use said banked time to schedule one or more additional weeks off on the vacation schedule prepared in accordance with sections 21.08 and 21.09 of the collective agreement.

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

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

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

When an employee becomes sick or is victim of an accident before leaving work on the last day of work preceding time off **or while he is off**, and is prevented from taking it, the Company shall, if the employee so requests, reschedule his time off, by mutual agreement between the employee and the Company. **The**

employee will only be allowed to reschedule those days on which he was sick or injured as a result of an accident.

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

Yours truly,

Raynald Wilson
Director – Industrial Relations

**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

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 353, divided between Québec and Ontario, where 221 will be in Ontario and 132 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) | | 11 | | | | | |
| Timothy Hollett | General Manager Network & Services Tech Support | | 6 | 1 | | 15 | | 1 |
| Lawrence F. Ryan | General Manager National Network Management | | 12 | | | 13 | | |
| Keith Ranney | General Manager Ontario Cable / Central Office | Central Office Technician I Cable Repair Technician | 16 51 | | | | | |
| 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 | | 15 | 3 | | 7 | 3 | |
| Sylvie Couture | General Manager Field Services Quebec | Central Office Technician I Cable Repair Technician Business Technician I | | | | 3 18 16 | | |
| 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 | | 18 | | | | | |
| Marc Germain | General Manager Test Centre | | 29 | 30 | 4 | 14 | 14 | 18 |
| Ted Gruszecki | General Manager Voice Network Services | | | | | 3 | | |
| Marie-Anna Bacchi | General Manager Control Centre, Quebec | | | | | 1 | | |
| Total | | | 183 | 34 | 4 | 96 | 17 | 19 |

* 5 in Montreal, 1 in Quebec