SCHEDULE A

JOINT LABOUR RELATIONS COMMITTEE <u>MEMORANDUM OF AGREEMENT BETWEEN</u> <u>BELL CANADA</u> <u>AND</u> <u>UNIFOR</u> REPRESENTING CRAFT AND SERVICES EMPLOYEES

The parties agree as follows:

- 1. The parties agree to establish one (1) Joint Labour Relations Committee consisting of five (5) Company representatives (including the Chief Negotiator or his delegate), six (6) Union representatives and two (2) National Representatives. It is understood that the Union's bargaining committee members shall be representatives on the Joint Labour Relations Committee.
- 2. The mandate of *the* Committee is to, first and foremost, foster and improve relationships between the Company and the Union, and to discuss and make recommendations as it deems necessary on:
 - (a) the administration of Articles 22 and 24, and succession planning;
 - (b) the various methods and standardized questionnaires used in determining the potential, the aptitude and the attitude of an employee wishing to be considered for a job posting;
 - (c) review trends of grievances or issues that may arise from time to time; without authority over grievances that are currently in the grievance process;
 - (d) the means of increasing the flexibility available to the Company in order to allow it to better face fluctuations of work volumes on a daily, weekly and monthly basis,
 - (e) scheduling and operational areas of improvement,
 - (f) questions related to the contracting out of work, and;
 - (g) discuss enhancements which could be made to the administrative processes surrounding benefits requests (such as Short Term Disability or medical reimbursements) and the administration of benefits as it pertains to employees on short term disability (STD) or long term disability (LTD);
- 3. Other topics may be brought forth for discussion by mutual agreement of the parties.
- 4. The Committee does not have the mandate or the authority to make or recommend changes to the collective agreement or to deal with issues that are more properly addressed through collective bargaining.

- 5. The Joint Labour Relations Committee shall set its own schedule of meetings but shall meet at least quarterly.
- 6. It is understood that should the agenda include discussions related to paragraph 2 (g), the Company may invite a member of the Mental Health, Workplace Practice and Disability Management team and a representative from the insurance provider.
- 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 city this xxth day of month 202x.

FOR THE COMPANY FOR THE UNION

Serge Thibault

Clayton Nunn

Bell Canada 1 Alexander Graham Bell A2 Verdun, Québec H3E 3B3



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

March 31, 2017

Mr. Alain Portelance National Representative Unifor

Subject: Benefits Forum

Dear Mr. Portelance:

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

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

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

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

Sincerely,

Steve Desgagné Chief Negotiator

DIVERSITY AND INCLUSION <u>MEMORANDUM OF AGREEMENT BETWEEN:</u> <u>BELL CANADA</u> <u>AND</u> <u>UNIFOR</u> REPRESENTING CRAFT AND SERVICES EMPLOYEES

We live in a diverse nation, serve a diverse customer base and work with a diverse group of people. The Company and the Union are committed to having a fair, inclusive and accessible workplace where everyone feels valued, respected and supported.

We all have a role to play in building an inclusive, equitable and accessible workplace where everybody feels valued, respected and supported. Valuing our differences and promoting an inclusive workplace begins with understanding each other.

In light of the above, Bell Canada and Unifor agree that within 3 months of ratification of the collective agreement, the parties will convene a meeting to discuss Diversity and Inclusion initiatives currently in place in the workplace and what can be done to enhance inclusion in the Company.

Signed at city this date of month 202X.

FOR THE COMPANY FOR THE UNION

Serge Thibault

Clayton Nunn

Bell Canada 1 Alexander Graham Bell A2 Verdun, Québec H3E 3B3

Serge Thibault Chief Negotiator E: thibault.s@bell.ca T: 514-870-1163 M: 514-233-7684

Date, 202<mark>X</mark>

Mr. Clayton Nunn National Representative Unifor

Subject: Review Process for Disability Cases

Dear Mr. Nunn,

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees' Collective Agreement related to a review process for disability cases.

The parties want to address situations where benefits are denied or suspended further to a difference of opinion between the employee's treating physician and the physician designated by the Company.

As such, the Company and the Union will establish a Review Committee that will include a representative of Labour Relations for Ontario or Québec, a representative of the Disability Management Group and a Unifor National Representative for Ontario or Québec. With the written permission of the employee, the Committee will review the employee's disability claim and determine which steps could to be taken to try to resolve the issue relative to the employee's return to work date. The employee concerned may be present and be heard during the Committee meeting, if the employee so chooses. It is understood that the employee must have provided all the appropriate information to the benefits administrator in order to be eligible for a hearing by the aforementioned committee.

A meeting of the Committee can be requested by the Company or the Union upon written notice sent to a representative of Labour Relations for Ontario or Québec or to a Unifor National Representative for Ontario or Québec. The meeting must be held no later than ten (10) working days from the date of the receipt of the notice, unless the parties agree otherwise in writing. In any event, the parties will make every effort to meet prior to the employee's return to work date. The meetings of the Committee can be held via conference call or by any other means the parties agree to.

The Committee's role is to ensure that everything has been done in order to reach a just and equitable settlement for the employee. Policies and practices relative to the disability plans continue to apply.



If the Committee is unable to reach resolution of the employee's claim, the union may refer the matter to an adjudicator for final and binding resolution. The parties further agree as follows:

- The parties shall endeavour to jointly retain the same adjudicator for all referrals;
- Representation shall not be by legal counsel;
- The adjudicator will only review the record previously submitted to the committee and a brief statement of position from the union and the company;
- The adjudicator shall not hold a hearing, however he may convene a teleconference or videoconference call of the parties in order to ask relevant medical questions;
- The adjudicator may order a remedy that is provided for within the policy;
- The adjudicator shall endeavour to render a decision as soon as possible given circumstances of the claim.

Sincerely,

Serge Thibault Chief Negotiator Bell Canada 1 Alexander Graham Bell A2 Verdun, Québec H3E 3B3

Serge Thibault Chief Negotiator E: thibault.s@bell.ca T: 514-870-1163 M: 514-233-7684

Date, 202<mark>X</mark>

Clayton Nunn National Representative Unifor

Subject: Four (4) Day Work Week

Dear Mr. Nunn:

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

- A four (4) day work week may be instituted only by mutual agreement between local management and local Union representatives. It is agreed that this approval will not be unreasonably withheld.
- Each employee affected must give his consent to the arrangement.
- It is agreed that every time a four (4) day work week is to be instituted, the applicable terms and conditions shall be confirmed in a Letter of Agreement signed between the *employees' Director and the Local President*, 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.

<u>General</u>

- 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 *employees' Director and the Local President*, 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.
- Any disagreement under the terms of this letter may be brought to the joint Labour Relations committee for discussion.

Sincerely,

Serge Thibault Chief Negotiator



CRAFT AND SERVICES EMPLOYEES

ARTICLE 14

GRIEVANCES

PRESENT

PROPOSED

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

"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.

"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.

"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. No change

No change

No change

No change

No change

PROPOSED

PRESENT

Grievance Procedure

Step 1

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:

(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

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

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.

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

PRESENT

PROPOSED

Step 2

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.

14.04 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

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.

14.06 A notice of intention to appeal to the Company Grievance Committee shall be forwarded to the Director - Labour 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.

No change

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, *within 10 days of receipt* of the grievance and shall render his decision within *10 days of hearing the grievance*. A written statement of position shall be entered by the Tier B manager on the grievance form.

No change

PRESENT

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 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.

Company or Union Grievances

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.

14.10 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 Grievance Procedure and within the applicable time limits, provided always that:

PROPOSED

14.07 The Company Grievance Committee shall *meet within 30 days* with Union Representatives in an attempt to resolve the grievance. *Within 30 days following the grievance presentation the Company will provide the Union* with a written statement of the resultant grievance settlement, or, if no settlement has been achieved, of the Company's final position.

No change

- 4 -

No change

No change

PROPOSED

PRESENT

(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.

(2) in the case of a grievance concerning a practice, policy, event, or circumstance which has Company-wide application, it shall be submitted directly by the President of the Union, or an Officer of the Union, to the Director - Labour 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

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.

14.13 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.

No change

PROPOSED

PRESENT

General

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

(a) the grievor's name and occupation

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

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

(d) the remedy sought from the Company

(e) the Article(s) alleged to 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 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.

No change

No change

PRESENT

PROPOSED

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 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 deemed representative of the will be 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.

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

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

- (a) upholding the Company's action
- (b) reversing the Company's action

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

No change

- 7 -

No change

No change

No change

PROPOSED

PRESENT

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

Complaint Procedure

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

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

14.23 A complaint shall follow the steps and observe the time limits provided in this Article for the processing of Grievances.

14.24 Subject to section 14.25 it is agreed that a written statement of settlement or failing settlement, a written statement of Company position, at Step 3 shall constitute the final resolution of the complaint.

14.25 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.

No change

No change

No change

CRAFT AND SERVICES EMPLOYEES

SECTION 18.04 HOURS OF WORK (BANKED TIME)

- 1 -

<u>PRESENT</u>

Banked Time

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 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 18.21 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. (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 **120** hours, at any one time.

PROPOSED

(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 subsection 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) 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.

DELETE

POSITION ADVISORY COMMITTEE MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA AND UNIFOR

REPRESENTING CRAFT AND SERVICES EMPLOYEES

The parties agree as follows:

- 1. The parties agree to the establishment of a Position Advisory Committee consisting of three (3) Company and three (3) Union representatives (one (1) from Ontario, one (1) from Québec and one (1) National Representative).
- 2. The mandate of the Committee is to establish templates to be used when posting positions.
- 3. The Committee shall finish its work and submit its agreed upon templates to the Company within two (2) months of the signature of the Collective Agreement.
- 4. It is understood that the Company may invite additional representatives of various business units to contribute to the development of templates, as necessary. It is also understood that the committee may meet employees to contribute to the development of templates, as necessary.
- 5. It is also understood that, once the committee has completed the templates, they will be used as reference when posting job openings in the Bell Canada Craft and Services bargaining unit in accordance with current practices.
- 6. 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 in Ottawa this 31st day of March 2017.

FOR THE COMPANY FOR THE UNION

Serge Thibault

Bell Canada 1 Alexander Graham Bell A2 Verdun, Québec H3E 3B3



Serge Thibault

Chief Negotiator E: thibault.s@bell.ca T: 514-870-1163 M: 514-233-7684

date

Mr. Clayton Nunn National Representative Unifor

Subject: 90/10 & 80/20 Seasonal Leaves with Income Averaging

Dear Mr. Nunn:

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

Providing that the employee agrees to take a maximum of two (2) weeks of vacation during the summer period as described in Attachment F, a 90/10, or effective January 2022 a 80/20, seasonal leave with income averaging will be offered to Regular Full-Time employees subject to mutual agreement between the manager and the employee.

The period of time not worked for *the 90/10 seasonal leave* will be 5 weeks and 1 day and may be taken in one or two blocks of time outside the summer period as described in Attachment F and within the one-year income averaging period, subject to the needs of the business.

The period of time not worked for the 80/20 seasonal leave will be 10 weeks and 2 days and may be taken in two or three blocks of time outside the summer period as described in Attachment F and within the one-year income averaging period, subject to the needs of the business.

The one- year income averaging period must begin sometime during the duration of the collective agreement.

The normal Company practices associated with seasonal leaves will be applicable. Service credits will be granted for the entire leave. Pensionable employment granted for pension-calculation purposes for time not worked will be limited to the maximum allowed by law. Pensionable earnings will be based on 100% (and not 90% **or 80%**) of full-time basic salary during the period of leave.

Regards,

Serge Thibault Chief Negotiator

CRAFT AND SERVICES EMPLOYEES

ARTICLE 12

SAFETY AND HEALTH

PRESENT

PROPOSED

12.05 The Company shall pay for all safety No change equipment that employees are required to wear except for safety footwear.

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

(a) The full cost up to a maximum of \$160.00 per calendar year for one pair of safety boots and/or one pair of overshoes to fit safety boots and/or one pair of overshoes to fit safety boots, or

(b) The full cost up to a maximum of (b) \$110.00 per calendar year for one pair of \$130.00 per calendar year for one pair of safety shoes and/or one pair of overshoes to safety shoes and/or one pair of overshoes to fit safety shoes.

The full cost up to a maximum of (a) \$180.00 per calendar year for one pair of safety boots, or

The full cost up to a maximum of fit safety shoes.

CRAFT AND SERVICES EMPLOYEES

ARTICLE 23

TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID

PRESENT

PROPOSED

Living and Transportation Expenses Paid

Living Expenses

23.08 Where an employee is required to travel No change on Company business and to remain away from home overnight, he shall receive living expenses as follows:

Reasonable and actual expenses for No change (a) satisfactory, single occupancy room where it is available, and

(b) a per diem allowance of (b) a per diem allowance of

(i) \$50.00 per calendar day,

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

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

if the employee is away for less than a full calendar day.

(i) \$55.00 per calendar day,

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

\$12.00 if away over the breakfast (ii) period, \$20.00 if away over the lunch period, and \$23.00 if away over the dinner period

if the employee is away for less than a full calendar day.

CRAFT AND SERVICES EMPLOYEES

ARTICLE 18

HOURS OF WORK

PRESENT

Banked Time

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 $\frac{1}{2}$) 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 18.21 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

PROPOSED

No change

(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 **120** hours, at any one time.No change

No change

No change

(d) An employee with banked time owing shall, if he requests it, be scheduled at least two (2) days off in each two month period, except for July and August where one day off will be granted for the two month period, beginning January 1st of each year, at a time Company.

Notwithstanding subsection 18.04 (e) (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.

In lieu of taking the time off (f) 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.

Differential for Work in Off-Normal Period

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

mutually agreed to by the employee and the Company.

No change

No change

30 or more hours per week, shall be paid a differential for each off-normal tour worked as follows:

Hours Worked in the			
Off-Normal Period	Differential	Hours Worked in the Off-Normal Period	Differential
Less than 2	\$ 1.50		
2 but less than 4	2.65	Less than 2	\$ 1.62
4 but less than 6	3.95	2 but less than 4	2.86
6 and over	5.75	4 but less than 6	4.27
		6 and over	6.21

18.20 An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a premium of \$4.35, in addition to any other premiums or differentials which are applicable.

18.20 An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a premium of \$4.70, in addition to any other premiums or differentials which are applicable.

EMPLOYEE RECLASSIFICATIONS MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA <u>AND</u> <u>UNIFOR</u> REPRESENTING CRAFT AND SERVICES EMPLOYEE

REPRESENTING CRAFT AND SERVICES EMPLOYEES

It is understood that fifty (50) Regular Part-Time technicians will be reclassified to Regular Full-Time status based on their seniority.

It is understood and agreed that these reclassifications do not constitute "job openings" as defined in the collective agreement. Where possible, according to the Company, all reclassifications done under this agreement shall take place in the employee's current job and at his current work location.

To be reclassified under these provisions, the employee must meet job requirements and/or not be subject to a performance improvement plan.

Employee reclassifications must be completed no later than three months following the signature of the collective agreement.

This memorandum of agreement is not an integral part of the collective agreement.

IN WITNESS WHEREOF, we have signed at city this xxth day of month 2021.

FOR THE COMPANY FOR THE UNION

Serge Thibault

Clayton Nunn

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

Whereas this Memorandum of Agreement applies to all Regular employees hired, reclassified to a Regular status or placed into the bargaining unit on or after *the date of ratification of this Collective Agreement*;

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

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

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

Force Adjustment

1. When any condition arises which reduces the work load to the extent that, in the Company's opinion, force adjustment is warranted, the following shall apply:

(1) The Company shall notify the Union of its intention to surplus Regular employees and identify the affected position within a family and district and headquarters, and the number of Regular employee reductions to be made.

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

Surplus Declaration

- 2. The Company shall terminate the employment of Regular Term and Temporary employee(s) of the affected position(s) within a family and district and headquarters where a force adjustment is warranted prior to the termination or lay-off of any Regular employee(s).
- 3. The most junior Regular employee(s) of the affected position within a family and district and headquarters will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.

4. A Regular employee identified as surplus may elect to accept:

(a) lay-off with recall rights and lay-off allowance for a period of up to 52 weeks in accordance with the provisions of paragraphs 6 to 16 inclusive of this Memorandum of Agreement, on the condition that the employee has one (1) or more completed years of net credited service;

(b) termination of employment with lump sum calculated in accordance with the provisions of paragraph 18 of this Memorandum of Agreement, or:

(c) displacement of the most junior Regular employee in the affected family and district and headquarters in accordance with the provisions of paragraphs 19 to 21 inclusive of this Memorandum of Agreement.

5. (a) A Regular employee identified as surplus shall inform the Company of his choice as outlined in paragraphs 4 of this Memorandum of Agreement within ten (10) days of the surplus notification.

(b) A Regular employee who fails to respond within ten (10) days of the surplus notification shall be deemed to have accepted termination of employment with lump sum calculated in accordance with the provisions of paragraph 18 of this Memorandum of Agreement.

Lay-Off Allowance

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

Net Credited Service on Date of Lay-Off	Total Lay-Off Allowance
1 year but less than 2 years	3 weeks
2 years but less than 3 years	4 weeks
3 years but less than 4 years	5 weeks
4 years but less than 5 years	6 weeks
5 years but less than 6 years	7 weeks
6 years but less than 7 years	8 weeks
7 years but less than 8 years	9 weeks
8 years but less than 9 years	10 weeks
9 years but less than 10 years	11 weeks
10 years but less than 11 years	13 weeks
11 years but less than 12 years	14 weeks
12 years but less than 13 years	15 weeks
13 years but less than 14 years	16 weeks
14 years but less than 15 years	17 weeks

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

- 7. Lay-off allowance payments shall be based on the employee's weekly basic rate of pay in effect on the date of lay-off and made on a biweekly basis.
- 8. (a) The lay-off allowance plan becomes operative at the time the employee applies and qualifies for Employment Insurance benefits and upon receipt of proof that he receives such benefits.

(b) Each week's benefit shall be equivalent to 90% of the employee's basic rate of pay on the date of the lay-off in the case of a Regular Full-Time employee, and to 90% of the average basic rate of pay in the four pay periods preceding the date of the lay-off in the case of a Regular Part-Time employee, less Employment Insurance benefits entitlement, any earnings from other employment and statutory deductions and, subject to the maximum weekly earnings provided for under the Employment Insurance Act and Regulations.

- 9. Entitlement to the lay-off allowance and the recall procedure as described in paragraphs 12 to 16 of the Memorandum of Agreement will cease as follows:
 - (a) when the lay-off allowance entitlement is used up, or;
 - (b) when the employee reports for work subsequent to recall, or;
 - (c) when the employee fails to report for work after recall, or;
 - (d) when the employee has not been recalled to work within 52 weeks of the date of lay-off, or;
 - (e) when the employee is disentitled or disqualified from Employment Insurance benefits, or;
 - (f) when the employee obtains other employment, or;
 - (g) if the employee resigns.
- 10. An employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to paragraph 6 of this Memorandum of Agreement based on his overall net credited service after deducting the lay-off allowance he received during his previous lay-off.
- 11. The Company agrees to treat the first 30 days of a lay-off as a leave of absence and to maintain the eligibility of a laid-off employee during that period to:
 - (a) credit for service;
 - (b) participation in the Comprehensive Medical Expense, Vision Care and Dental Plans;

(c) participation in the optional life and accident insurance plans, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

Recall Procedure

12. (a) A Regular employee identified as surplus and electing to accept a lay-off with recall rights and lay-off allowance for a period of up to 52 weeks pursuant to paragraphs 4 (a) of this Memorandum of Agreement shall be listed on a recall list within the affected district and headquarters.

(b) Notwithstanding the provisions of Article 24 of the Collective Agreement, where a job posting is to be made within the affected district and headquarters and a recall is warranted, eligible qualified employees, as determined by the Company, shall be recalled in inverse order of lay-off provided they are immediately able to perform the work available.

(c) When an employee accepts a recall, he shall not be eligible to travel time and expenses as provided under Article 23 of the Collective Agreement.

- 13. It is the responsibility of a laid-off employee who desires to be recalled to keep the Company informed of his correct home and email addresses, and to advise the Company within ten (10) days of the date of recall as to his acceptance.
- 14. The Company may assume that failure on the part of any laid-off employee to notify the Company within ten (10) days of the date of the offer of recall concerning his acceptance of the offer, or to report for duty within 15 days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.
- 15. The date of mailing of a registered letter to the employee's last address as shown on Company record shall be the date of offer of recall.
- 16. (a) A laid-off employee who has not been recalled to work within 52 weeks of the date he was laid-off shall be deemed terminated from the employ of the Company.

(b) In the determination of the period of lay-off in paragraph 6 of this Memorandum of Agreement, an employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall not be considered to have interrupted the continuity of the lay-off, however, the period of re-employment shall not be included as forming part of the period of lay-off. It is understood that, until he has completed 52 weeks of continuous service after the date of return to work, a recalled employee is subject to direct lay-off and shall not have access to a separation package set out in paragraphs 4 (b) of this Memorandum of Agreement.

Information Lists

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

Termination Lump Sum

18. A Regular employee identified as surplus and who elects to accept termination of employment with lump sum pursuant to paragraphs 4 (b) of this Memorandum of Agreement shall be paid 0.5

months' pay per completed year of service at his basic monthly rate for a minimum of three (3) months up to a maximum of twelve (12) months.

Displacement Procedure

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

(b) When a displacement occurs following the application of paragraph 19 (a) of this Memorandum of Agreement, the displacing employee shall assume the status and working conditions of the displaced employee and shall not be eligible to travel time and expenses as provided under Article 23 of the Collective Agreement.

- 20. A Regular employee identified as surplus who is unsuccessful in displacing a more junior Regular employee pursuant to paragraph 19 of this Memorandum of Agreement must select one of the remaining options outlined in paragraphs 4 (a) or (b).
- A displaced employee following the application of paragraph 19 of this Memorandum of Agreement shall become surplus and must select one of the options outlined in paragraphs 4 (a), (b) or (c).

General

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

Signed at city this _____ day of _____ 2021.

FOR THE COMPANY FOR THE UNION

Serge Thibault

Clayton Nunn

CRAFT AND SERVICES EMPLOYEES

ARTICLE 20

HOLIDAYS

PRESENT

PROPOSED

20.01 The following shall be recognized as paid holidays:

20.01 The following shall be recognized as paid holidays:

New Year's Day Good Friday Victoria Day (National Patriots' Day in Québec) Third Monday in June (Ontario only) National Holiday (Québec only) Canada Day Civic Holiday (Ontario only) First Monday in August (Québec only) Labour Day Thanksgiving Day Christmas Day Boxing Day (December 26) New Year's Day Good Friday Victoria Day (National Patriots' Day in Québec) Third Monday in June (Ontario only) National Holiday (Québec only) Canada Day Civic Holiday (Ontario only) First Monday in August (Québec only) Labour Day *National Day for Truth and Reconciliation* Thanksgiving Day Christmas Day Boxing Day (December 26)

2021-2024 RETIREMENT INCENTIVE OFFER MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA AND UNIFOR

REPRESENTING CRAFT AND SERVICES EMPLOYEES

This is to confirm the following:

- 1. The Company will present a Retirement Incentive Offer to Craft and Services employees who are eligible for retirement on or before December 31, 2024.
- 2. To qualify for a Retirement Incentive Offer, an employee must be eligible for retirement and be at least 55 years old with at least 25 years of service on or before December 31, 2024.
- 3. The Retirement Incentive Offer for an employee eligible for retirement is equivalent to a lump sum payment equal to 12 months' base salary, less statutory deductions, and payable within 30 days of retirement.
- 4. For ease of reference, the table below illustrates the possible retirement dates depending on when an employee becomes eligible:

Eligible for Retirement	Retirement Date
Eligible on or before November 30, 2021	Must retire on November 30, 2021
Eligible in December 2021	Must retire on December 31, 2021
Eligible in 2022	Must retire at the end of the month of eligibility in 2022
Eligible in 2023	Must retire at the end of the month of eligibility in 2023
Eligible in 2024	Must retire at the end of the month of eligibility in 2024

- 5. As of September 1, 2021, the Company will provide access to each eligible employee to a detailed, personalized information package on their pension and options.
- 6. Eligible employees will have from September 1, 2021 until October 1, 2021 by 4PM to submit their completed Retirement Incentive Offer form. An employee who fails to

respond on or before October 1, 2021 by 4PM shall be deemed to have rejected the Retirement Incentive Offer.

- 7. The Company will have until October 22, 2021 to confirm with eligible employees that they have qualified for the RIO. Qualified employees will retire on the dates included in the table in paragraph 4 of the Memorandum of agreement.
- 8. Exceptions might require the Company to request a later retirement date for an employee eligible to retire under the Retirement Incentive Offer. If there is no agreement, the employee will not be eligible to retire under the Retirement Incentive Offer.
- 9. The Company shall select applicants by seniority *until the number of employees retiring in Field Services is equal to 345.*
- 10. It is understood that some technicians in Bell Business Market, Network and Corporate Services will also retire with the Retirement Incentive Offer.

General

- 11. 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.
- 12. Any disagreement under the terms of this Memorandum of Agreement may be brought to the Joint Labour Relations Committee for discussion.

Signed at City this day of month 2021.

FOR THE COMPANY FOR THE UNION

Serge Thibault

Clayton Nunn

TECHNICIAN HIRING

MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA AND UNIFOR REPRESENTING CRAFT AND SERVICES EMPLOYEES

The Company will fill 100 new Craft and Services Regular positions during the life of the current Collective Agreement.

- 1. The positions will be posted internally first.
- 2. Should an existing Craft and Services Regular Part-Time employee fill a posted position, he will be reclassified to Regular Full-Time status.
- 3. In that case, the Company will hire a Regular Part-Time employee from outside the Craft and Services bargaining unit.
- 4. It is understood that the Company will hire 100 Regular employees from outside the Craft and Services bargaining unit, either Regular Full-Time or Regular Part-Time. The number of Regular Part-Time hires will be equal to the number of existing Regular Part-Time employees reclassified to Regular Full-Time status following the aforementioned job postings.
- 5. It is understood that these new hired employees will be placed in the A, B or C wage schedule and will be covered by the Memorandum of Agreement "Force Adjustment".
- 6. The Company will provide details of the hiring, including the names, job titles and location, during Joint Labour Relations Committee meetings.

Signed at city this xxth day of month 2021.

FOR THE

COMPANY

FOR THE

UNION

Serge Thibault

Clayton Nunn

TARGETED RETIREMENT INCENTIVE OFFERS <u>MEMORANDUM OF AGREEMENT BETWEEN</u> <u>BELL CANADA</u> <u>AND</u> <u>UNIFOR</u> <u>REPRESENTING CRAFT AND SERVICES EMPLOYEES</u>

WHEREAS the Company agrees to modify the Memorandum of Agreement "Force Adjustment" to cease to apply to "*Regular employees hired, re-hired, reclassified to a Regular status or placed into the bargaining on or before the date of ratification of this Collective Agreement*" (Protected Employees) effective at the date of ratification of the current Collective Agreement;

WHEREAS the parties recognize and accept that the Protected Employees will keep the same titles as identified in Attachment A of the Collective Agreement under Schedule A, B or C and will remain subject to all conditions of Wage Schedules A, B or C outlined in the Collective agreement;

WHEREAS several grievances (national, local and individual) relating to the classification of certain Protected Employees are currently in progress, which relate to the appropriate classification (A, B or C) to be given to these Protected Employees and compliance with the Memorandum of Agreement "Position Advisory Committee";

WHEREAS nothing in this document can be interpreted as a waiver of the grievances already in progress at the time of the signing of this Memorandum of Agreement;

WHEREAS in consideration of the Union's request to extend job protection to all employees in the bargaining unit, the Company agrees to protect all Regular employees hired, re-hired, reclassified to a Regular status or placed into the bargaining unit on or before the date of ratification of this Collective Agreement. In return, the Union agrees that the Company will proceed with allowing up to 300 technicians to retire through Targeted Retirement Incentive Offers (Targeted RIOs). The parties acknowledge that it is possible some of the 300 Targeted RIOs may have to be utilized in years beyond this Collective agreement period.

The parties have reached an agreement as follows:

- 1. When any condition arises which reduces the workload to the extent that, in the Company's opinion, force adjustment is warranted, the Company will proceed with Targeted RIOs to adjust its workforce.
- 2. The Company shall notify the Union ten (10) days prior to presenting Targeted RIOs and will share the list of functional groups by district and headquarters, as well as the number of required reductions.
- 3. The Company will present Targeted RIOs to Craft and Services retirement eligible employees in functional groups by district, within the selected headquarter identified by the Company, with seniority being the guiding factor.

- 4. To qualify for Targeted RIOs, an employee must be at least 55 years old at the date force adjustment is required. Targeted RIOs are voluntary.
- 5. The Targeted RIO for an employee eligible for retirement is payable within 30 days of retirement.
- 6. All Targeted RIOs will be sent at the same time to eligible employees. Eligible employees will have thirty (30) days to submit their completed Targeted RIO application form. An employee who fails to respond within thirty (30) days, shall be deemed to have rejected the Targeted RIO.
- 7. Once the Company has received the Targeted RIO application forms, the Company will review the number of applicants and compare it to the number of reductions required.
- 8. The Company will have up to twenty-one (21) days to inform the employees if they have been granted the Targeted RIO. Selected employees will retire from the Company on the last day of the following month or at a later date decided by the Company, based on business needs.
- 9. The most senior applicants up to the number of required reductions will retire. In no case will there be more departures than the number of reductions required.
- 10. The Collective Agreement will apply if there are less applicants than the number of reductions required.

Working principles of the 300 retirements

- 11. The Company may proceed with allowing up to 300 technicians to retire through Targeted RIOs.
- 12. The Targeted RIO process will begin only after the general RIO selection process has been completed.
- 13. The company has made it clear during the bargaining process that protection under the Force Adjustment MOA for those hired, re-hired, reclassified to a Regular status or placed into the bargaining unit on or before the date of ratification of this Collective Agreement was in exchange of 300 Targeted RIOs. The company will have the right to continue offering Targeted RIOs for as long as it takes to utilize the 300 Targeted RIOs.
- 14. The Company agrees that it will not introduce a request for any additional targeted RIOs in the next round of negotiations should any of the 300 Targeted RIOs remain unused.
- 15. It is clearly understood by the parties that the modification made to the Force Adjustment MOA will become permanent upon ratification of this Agreement, and the Protected Employees will have the same job security as employees who were Regular on November 30, 2012.

16. It is intended and irrevocably agreed by the parties that this Memorandum of Agreement shall remain in effect and shall be automatically renewed in any subsequent rounds of collective bargaining without any changes until the 300 Targeted RIOs have been utilized.

Remaining or unused Retirements

- 17. The Company will have until September 30th, 2024, to notify the Union of the number of Targeted RIOs which remain unused, and which will be allocated beyond the expiration date of the current collective agreement.
- 18. The Company will provide information on unused Targeted RIOs and plans to present Targeted RIOs by functional groups and district and headquarters during Joint Labour Relations Committee meetings.
- 19. In any case, Targeted RIOs initiatives will be communicated to the Union's bargaining committee at least ten (10) days prior to presenting them to employees.

General

20. Any disagreement under the terms of this Memorandum of Agreement may be brought to the Joint Labour Relations Committee for discussion.

Signed at ______ this XX day of July 2021.

FOR THE COMPANY

FOR THE UNION

Serge Thibault

Clayton Nunn

Salary increases

December 1, 2020 – 1,50% (retro to December 1, 2020) + Lump sum payment of 0.5%

December 1, 2021 - 2,00%

December 1, 2022 – 2,00%

December 1, 2023 – 2,00%