## MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

#### **AND**

#### UNIFOR

#### REPRESENTING CRAFT AND SERVICES EMPLOYEES

Whereas the parties have bargained intensely and collectively and have been able to reach a Tentative Agreement;

The aforementioned parties agree as follows:

- 2. The undersigned members of the bargaining committee, representing the Union in negotiations with the Company, jointly and individually commit to recommend acceptance of the terms of the aforementioned Tentative Agreement to the employees in the unit for a ratification vote which shall be concluded by February 22, 2017.
- 3. In the event of ratification by the employees by February 23, 2017, the terms of the Tentative Agreement, except for the letters of intent, shall constitute the next Collective Agreement between the parties, and the members of the bargaining committee representing the Union jointly and individually commit to sign a Collective Agreement by March 31, 2017 pursuant to the terms of the Tentative Agreement set out hereinabove.
- 4. The undersigned members of the bargaining committee representing the Company, being duly authorized to conduct negotiations with the Union, hereby commit on behalf of the Company to sign a Collective Agreement pursuant to the terms of the Tentative Agreement set out hereinabove, in the event that the said terms are ratified by the Union's members by February 23, 2017.
- 5. In the event of rejection by the employees, the terms of the Tentative Agreement shall be null and void.
- 6. In the event of any disparity between the French and English versions of any component of this Tentative Agreement, the English version shall be deemed the official one. Moreover, any clerical or administrative error can be corrected before the signature of the collective agreement.

An

IN WITNESS WHEREOF, we have signed at Montreal this 16<sup>th</sup> day of January 2017.

Unifor  Alain Portelance	Bell Canada Steve Desgagné
Howard Law	Jewy Michael Serge Thibault
Plaude Brazeau	Jeff Conway
Jeff Brohman	Benoit Desjardins
Ray Mortimer	Paul Robert
Alam Paradis	James Wilson
Argin Sevigny  Drow Wickens	

## CRAFT AND SERVICES EMPLOYEES

#### **ARTICLE 9**

#### **DEFINITIONS**

#### **PRESENT**

#### **PROPOSED**

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

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

(ii) Data

(iii) Radio/Video

(iv) High-Tech Specialist

Applies to all Regular employees covered by the Craft and Services Employees' bargaining unit who were on the payroll of the Company on November 30, 2012

## **FAMILIES**

#### WAGE **WAGE** SCHEDULES **SCHEDULES** 3. Cable Repair 1. Installation & Repair Cable Repair Technician 1 \* Business Technician | 1 Combination Technician Business Technician II 1 2 Combination 1 Technician Installation-Repair 4. Miscellaneous 2 Technician II Network Technician II 2 **Hazardous Material** 3 Coordinator 1 Apprentice Technician 2. Central Office 5. Facility \* Central Office 1 Technician I 2 **Facility Technician Central Office** 2 Technician II **Central Office** 2 Senior Facility Technician 1 Technician III Combination 1 Technician Craft Technician 1 Network Technician II 2 Apprentice Technician 1 \* Functional Preferences Notes: Central Office Technician I **Business Technician I** (i) Switch Maintenance Voice

(ii) Transport Network Maintenance

(iii) Data

(iv) Radio/Video

(v) High-Tech Specialist

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#### **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 30**

#### BEREAVEMENT LEAVE

#### **PRESENT**

#### **PROPOSED**

**30.01** An employee shall be granted, in the event of the death of his spouse, common-law partner, same-sex partner, son or daughter, bereavement leave with pay from any of his scheduled tours of duty that occur during the five days immediately following the day of death.

30.01 An employee shall be granted, in the event of the death of his spouse, common-law partner, same-sex partner, son, daughter, father or mother, bereavement leave with pay from any of his scheduled tours of duty or vacation days that occur during the five days immediately following the day of death.

30.02 An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, father or mother of common-law partner, father or mother of same-sex partner, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay, from his scheduled tours of duty for any necessary period not exceeding three days.

**30.02** An employee shall be granted, in the event of the death brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, father or mother of common-law partner, father or mother of same-sex partner, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay, from his scheduled tours of duty **or vacation days** for any necessary period not exceeding three days.

**30.03** The Company may extend the periods of bereavement leave with pay provided for in sections 30.01 and 30.02 to one week when it is necessary for the employee to leave the city in which he is employed.

No change

**30.04** Bereavement leave may be required outside the period specified in sections 30.01 to 30.03. In such circumstances, the Company may grant a request to defer the leave.

30.04 Bereavement leave may be required outside the period specified in sections 30.01 to 30.03. In such circumstances, the Company may grant a request to defer the leave. It is understood that this consent will not be unreasonably withheld.

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#### **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 12**

#### **SAFETY AND HEALTH**

#### **PRESENT**

#### **PROPOSED**

12.01 Both parties to the present Agreement No change recognize the need to ensure the safety and protect the health of all employees.

12.02 It is the Company's responsibility to No change adopt and introduce, as circumstances may procedures reasonable techniques to provide for the safety and health of employees while at work. The Union may make suggestions regarding safety for consideration by the Company.

12.03 It is the employee's responsibility to take, in accordance with the Company rules and procedures, all reasonable and necessary precautions for his own safety, including the use of all appropriate safety clothing and required bv equipment when procedures. No employee shall be required to work in an unsafe manner or to use unsafe tools, vehicles or equipment.

No change

12.04 An invitation shall be given to a local No change Safety and Health representative to attend any accident investigation meeting involving an employee whom he represents. The local Safety and Health representative may delegate a Steward from the same local to replace him at the meeting. An invitation shall also be extended to the Local Officer where, in the opinion of Management, the Local Officer may contribute to the development of recommendations that will prevent similar accidents in the future. The Local Officer may delegate another Local Officer from the same local to replace him at the meeting.

#### **PROPOSED**

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

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 \$145.00 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 \$95.00 per calendar year for one pair of safety shoes and/or one pair of overshoes to fit safety shoes.
- 12.06 (a) The Corporate Safety and Health Committee is composed of two members who are employees in the Craft and Services bargaining unit and two members who are Services the Operator employees in bargaining unit represented by the Union, and representatives of the Company. Additionally, two Regional Vice-Presidents of the Union, or their designates and two other representatives of the Company may attend the deliberations of the Committee as "ex officio" members.
- (b) The Corporate Safety and Health No change Committee shall meet at least quarterly and is responsible for establishing its own rules and procedures as well as the rules and procedures of the local Safety and Health Committees (Craft and Services), their scope of responsibility, frequency of meetings and any other similar matter.

(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, or

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

No change

(c) Except for the number of No change Committees and the frequency of meetings, the rules for both the Corporate and local Safety and Health Committees, as referred to in subsection 12.06 (b), shall mean the powers and obligations of joint Safety and Health Committees found in Part II of the Canada Labour Code.

(d) Notwithstanding the provisions of No change Article 14, any contestations relating to the interpretation, administration or operation of the procedures agreed to by the parties for both the Corporate and local Safety and Health Committees shall not be submitted to the grievance procedure. This subsection does not apply to the provisions contained in Attachments A and B of the agreed procedures relative to both the Corporate and local Safety and Health Committees.

(e) It is clearly understood that No change relevant safety and health issues that have implications that transcend local concerns will be referred to the Corporate Safety and Health Committee together with any notes dealing with that issue.

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 composed, in equal numbers, and representatives of the employees Company.

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 20. These Committees in equal numbers. composed, are and representatives of the employees Company.



unifor the Union de syndicat

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

Steve Desgagné Chief Negotiator E: steve.desgagne@bell.ca T: 514 788-4033 M: 514 233-0541 Unifor 565, Crémazie Est, 10ième étage, bureau 10100, Montréal, Québec H2M 2W1

> Alain Portelance National Representative E: alain.portelance@unifor.org T: 514-850-8968

#### Date

Mr. Steve Desgagné, Chief Negotiator Mr. Alain Portelance, National Representative, Unifor

## 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.

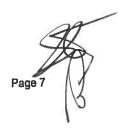
In accordance with this understanding, the Bargaining Committee mandates the Corporate Safety and Health Committee in the following areas:

## 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 20 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,	92°
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Steve Desgagné Chief Negotiator	 Alain Portelance National Representative Unifor

#### **EXHIBIT 7-1**

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 Bell

Date

Mr. Alain Portelance National Representative Unifor

Subject: Employees struggling with addiction problems

Mr. Portelance:

The parties recognize that addiction problems such as alcoholism and substance addiction are illnesses recognized by the medical profession.

In this context, the parties agree that it is important to collaborate in order to help employees struggling with a known addiction problem while respecting the confidentiality principles associated with any health issues.

The parties also agree that employees who respect the eligibility criteria, as defined by the Company, of the short term and long term disability programs will be eligible to disability benefits as long as they participate actively in a treatment plan recognized by the medical authorities.

Sincerely,

Steve Desgagné Chief Negotiator

## CRAFT AND SERVICES EMPLOYEES

#### **ARTICLE 15**

#### **ARBITRATION**

#### PRESENT

**PROPOSED** 

15.01 When a grievance relating to the interpretation, application, administration or alleged violation of any provision of this Agreement is still unresolved after the grievance procedure has been exhausted, there shall be no stoppage of work, but the Union or the Company may institute arbitration proceedings in the manner, and subject to the terms, set forth below.

No change

No change

15.02 It being agreed that the right to arbitration does not extend to any matters other than those expressly mentioned in section 15.01 of this Article, either party may, within 30 calendar days of the expiry of the disposition of the matter at Step 3 of the grievance procedure, but not later, institute arbitration proceedings by written notice to the other party. The notice shall state the matter at issue and shall state in what respect the violated been has Agreement 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.

15.03 (a) The party instituting arbitration No change proceedings shall, in the notice referred to in section 15.02, suggest the names of three neutral persons any one of whom it is prepared to accept as an Arbitrator.

(b) The recipient of the notice No change referred to in section 15.02 shall, within ten days, notify the other party of:

#### **PROPOSED**

- its acceptance of one of No change the persons proposed by that party to act as an Arbitrator, or
- suggest the names of No change other neutral persons it proposes to act as an Arbitrator.
- (c) Where, within 30 days of the No change sending of the notice referred to in section 15.02, or such period as the parties may agree, the parties fail to agree on an Arbitrator, either party may apply to the Minister of Human Resources Development Canada to appoint as Arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements. That party shall send a copy of the application to the other party and such party shall, within ten days, advise the other party of its receipt of the application.

No change 15.04 Where an Arbitrator has been chosen pursuant to section 15.03,

- (a) the Arbitrator shall suggest dates on which to commence the hearing of the matter in dispute. Such dates shall be, insofar as possible, within 60 days of the appointment of the Arbitrator, or such longer period as the parties may agree;
- (b) the Arbitrator shall, on the day No change scheduled pursuant to subsection 15.04 (a), meet to hear the matter at issue unless the parties and the Arbitrator agree on another date on which to commence the hearing; and
- (c) where the hearing of the matter No change cannot be completed in one day, it will be scheduled, insofar as possible, to continue within 30 days of the date of the first hearing, or such longer period as the parties may agree.

No change

No change

#### **Board of Arbitration**

the in 15.05 Either party may. correspondence contemplated under sections 15.02 or 15.03, notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected in accordance with sections 15.03 or 15.06 shall be appointed as Chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board, ensuring that the nominee is available on the date scheduled to commence the hearing of the matter in dispute, and will advise the other party and the Chair ten days prior to the date scheduled for the hearing of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this Article to "Arbitrator" will be read to mean "Arbitration Board", where appropriate.

#### **Expedited Arbitration Process**

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:

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.
- No change
- (b) Unless the parties mutually agree No change 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.

#### **PROPOSED**

(c) The Union shall assign to these No change Arbitrators, no later than sixty (60) calendar days prior to its sitting, the grievance(s) to be No more grievances than can heard. 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 By mutual written agreement of the Director - Labour Relations and a National Union Representative, 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.

#### General

15.08 Where the matter at issue is one No change relating to the alleged violation of section 13.01, the Arbitrator, subject to the terms of this Agreement, has the power to:

- (a) uphold the penalty,
- (b) reverse the penalty, or
- (c) modify the penalty in a just and reasonable manner based on the evidence before him.

15.09 The decision of the Arbitrator shall be No change made within 60 days of the first hearing unless the parties otherwise agree or unless owing to circumstances beyond the control of the Arbitrator, it is not practicable to make a decision within the 60 days.

15.10 It is the intention of the parties to No change adhere to the time limits expressed in this Article but the failure of an Arbitrator to do so does not affect the jurisdiction of the Arbitrator to continue with and complete the arbitration

proceedings.

15.11 If at Step 3 of the grievance procedure the parties are unable to agree as to whether the matter at issue is one relating to an alleged violation of section 13.01, the procedure described in section 15.06 shall not apply.

No change

15.12 The Arbitrator shall not have any power No change to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and provisions of this Agreement.

15.13 Each party shall pay one-half the fees and expenses of the Arbitrator (or Chair, where applicable) and of any clerk or stenographer whom the Arbitrator (or Chair, where applicable) may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits, fees and expenses of its own nominee (where applicable), or otherwise.

No change

15.14 The decision of the Arbitrator shall be No change final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based. Where applicable, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chair shall govern.

# WEEK OF VACATION TAKEN IN DAYS MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

AND

#### **UNIFOR**

## REPRESENTING CRAFT AND SERVICES EMPLOYEES

This is to confirm the following:

An employee may choose to break up into individual days a maximum of one (1) week of vacation, per calendar year provided he notifies his manager prior to his yearly vacation selection of his decision to do so

When selecting his annual vacation, the employee will then schedule his yearly vacation entitlement minus that one week.

The selection of single vacation days under the terms of this letter shall be done:

- a) after agreement with the Company;
- b) if openings are still available in the appropriate schedule;
- c) once the selection of vacation in weeks has been completed within the seniority unit, as stipulated in section 21.09 of the Collective Agreement, and;
- d) in accordance with company practices.

It is understood that the selection of three (3) or more days in the same week by an employee constitutes a week of vacation as it pertains to Article 21 of the Collective Agreement.

In the event that days are requested by more employees than availability requirements allow, seniority shall prevail.

It is understood that single vacation days shall be scheduled in advance, after agreement with the Company and based on availability.

Signed at CITY this XX day of XX 201X.

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

**Alain Portelance** 

Month xx, 201x Mr. Alain Portelance National Representative Unifor **Job Posting Procedure** Subject: Dear Mr. Portelance: This is to confirm the following: With regard to subsection 24.02 (c) paragraph (i), "meets job requirements" shall mean that the employee is meeting the basic requirements of his job, is not subject 1. to a performance improvement plan 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. With regard to subsection 24.02 (c) paragraph (ii) and section 24.03, it is understood that job qualifications will bear a reasonable relationship to the 2.

Yours truly,

Steve Desgagné **Chief Negotiator** 

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requirements of the job opening and it is further understood that qualifications for

jobs of the same type will not be dissimilar.

#### CRAFT AND SERVICES EMPLOYEES

#### **ARTICLE 1**

#### **RECOGNITION AND SCOPE**

#### **PRESENT**

#### **PROPOSED**

1.01 The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement.

No change

1.02 This Agreement shall apply to all Craft and Services employees of the Company covered by the certification order of The Canada Labour Relations Board dated May 28, 1976. When the parties mutually agree that a new occupation established during the term of this Agreement has clearly a number of significant points in common with the other occupations within the unit, such new occupation shall fall within the scope of this Agreement.

1.02 This Agreement shall apply to all Craft and Services employees of the Company covered by the certification order of the Canada Industrial Relations Board dated December 24, 2015. When the parties mutually agree that a new occupation established during the term of this Agreement has clearly a number of significant points in common with the other occupations within the unit, such new occupation shall fall within the scope of this Agreement.

#### CRAFT AND SERVICES EMPLOYEES

#### **ARTICLE 3**

#### **DEDUCTIONS**

#### PRESENT

#### **PROPOSED**

#### **Union Dues**

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.

No change

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

No change

- 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.
- As soon as possible after each pay 3.03 period, the Company will remit to the Secretary-Treasurer of Unifor, 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.

No change

Regular monthly union dues means the No change 3.05 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.

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#### **PROPOSED**

## **Humanity Fund**

(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.

No change

- 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.
- Where an employee objects to the 3.07 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 The Union recognizes its full responsibility in that respect.
- This deduction from pay will be (b) processed each pay period and will be remitted to the account of the registered charitable organization designated as the Unifor Humanity Fund, as soon as possible after the end of each pay period.
- Where an employee objects to the above-mentioned deduction, he shall notify in writing the appropriate Vice-President of Unifor. 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 The Union recognizes its full Fund. responsibility in that respect.

#### General

The Company will cease making such No change 3.08 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.

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

No change

It is understood and agreed that the No change Union will save the Company harmless from

## **PROPOSED**

any and all claims which may be made against it by any employee, or on behalf of any employee, or employees, for amounts deducted from wages as provided in this Article.

#### **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 24**

#### JOB POSTING PROCEDURE

#### **PRESENT**

#### **PROPOSED**

#### **Definitions**

24.01 (a) The definition of a job opening No change for the purposes of the Job Posting Procedure is any permanent addition or replacement to the Regular employee staff, excluding Regular Term, within a District.

All job openings will be posted except replacements filling positions left vacant after a job posting. In such cases, section 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, when employees follow their work into another District or headquarters in connection with a closure, consolidation or centralization, or when employees are reclassified in accordance with provisions of subsections 9.01(b) or 9.01(c).

## Procedure for filling a vacant position

24.02 (a) The Company shall post the No change 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).

#### PROPOSED

- (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:
  - (a) a regular employee
- (b) an employee identified in application of Article 22
  - (c) any other employee
  - (d) a person originating from:
    - Operator Services group; or
    - Clerical and Associate Employees group; or
    - Communications Sales Employees group
  - (e) any other person.

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:

- (a) a regular employee
- (b) an employee identified in application of Article 22
  - (c) any other employee
- (d) any other Bell Canada person represented by the Union

(e) any other person.

#### PROPOSED

24.04 (a) Replacements filling positions No change left vacant after an initial job posting may either:

- be filled under Article 22 (i) by one or more internal move(s) within the district releasing the candidate selected for the initial job posting, or
- be filled under Article 22, (ii) if the candidate selected for the initial job posting comes from the same district, or
- (iii) be filled in application of sections 24.02 and 24.03, or
  - (iv) not be filled.
- (b) Replacements filling positions left vacant after a job posting in application of subsection 24.04 (a) paragraph (iii) may either:
  - be filled under Article 22, (i)

ог

- be filled in application of sections 24.02 and 24.03, or
  - not be filled. (iii)
- The Company will provide 24.05 (a) 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.
- 24.05 (a) The Company will attempt to complete the selection of the candidate within twenty (20) days after the posting period specified in sub-section 24.02 (a).
- (b) 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.
- (c) The results of the posting will be made known to all applicants.

#### **PROPOSED**

#### **Exceptions**

24.06 The exceptions outlined in section No change 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 No change 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 No change (b) shall not apply to:

- (a) an employee in the 24 months subsequent to his appointment to a position resulting from an application under the Job Posting Procedure, except where an employee's reporting centre is changed by the Company;
- (b) a person placed into the bargaining unit in the 6 months subsequent to his arrival;
- (c) a temporary employee or a regular term employee who has less than 18 months of continuous service or 12 months of continuous service when the job posting is within his district.

24.09 When a permanent relocation is No change arranged as a result of an application under the Job Posting Procedure, the cost of the relocation will be borne entirely by the

**PROPOSED** 

employee and that location will become his reporting centre on the first day he reports.

#### **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 5**

#### **TIME ALLOWANCE**

No change

#### **PRESENT**

**PROPOSED** 

- 5.01 (a) An employee having a grievance or complaint, or a potential grievance or complaint, may confer with his Union Steward or with Management during his scheduled working hours, and
- (b) Union Stewards, Chief Stewards or Local Officers may handle grievances, or attend meetings with the Company, during their scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof provided, however, that each employee, Union Steward, Chief Steward or Local Officer must arrange with his immediate supervisor, subject to service requirements, for all time off the job required for the above purposes.
- (c) Any grievance related activities other than those referred to in this section are to be considered as other union business and the provisions of section 5.03 shall apply.
- Bargaining authorized 5.02 An Representative of the Union may have time off for purposes of bargaining without deduction of the time worked for the Company, and without deduction of wages in respect thereof provided that such time is actually devoted to collective bargaining, but only until the expiry date of the Collective Agreement, or the date that conciliation assistance is requested, whichever is later. All time off required after the expiry date of the Collective Agreement or the date that conciliation is requested will be without pay and subsection 5.03 (e) shall apply.

No change

#### PROPOSED

5.03 (a) A Union Steward, may attend up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided that it is the business of the bargaining unit covered by this Agreement.

No change

(b) Chief Stewards or Local Officers may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided it is the business of the bargaining unit covered by this Agreement or of the Operator Services bargaining unit represented by the Union.

Stewards Local Chief or (b) Officers may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company, provided it is the business of the bargaining unit covered by this Agreement.

(c) A Local Union President or his delegated representative may attend, up to a maximum of five working days for each absence, to other business of the Union without deduction of the time so occupied in the computation of time worked for the Company.

No change

(d) All time off required pursuant to subsections 5.03 (a), 5.03 (b) or 5.03 (c) will be granted without pay; however,

No change

(e) The Company will pay the Union No change Steward, Chief Steward or Local Officer, on behalf of the Union, at his basic rate of pay for all time off to attend to other business of the Union. Any amount so paid by the Company will be billed to the National Union monthly with an accompanying statement of account and the Union shall remit that amount to the Company within 30 days of receipt of the bill.

**PROPOSED** 

- (a) Time off pursuant to this Article No change 5.04 shall be granted only following a formal request to management, on a form supplied by the Company. Such request shall contain the reason the time off is required, the name of the grievor requesting the meeting and the name of the grievor's foreman (if appropriate), a telephone number where the person requesting the time off can be reached and the estimated duration of the time off the job request Such requested. unreasonably be denied, but it is recognized that service requirements make it impractical at times to grant the request; in such cases, the Union Steward, Chief Steward or Local Officer requesting the time off may be replaced by the nearest available Union Steward, Chief Steward or Local Officer from amongst those designated by the Union as a replacement.
- (b) Where a portion of an employee's scheduled vacation falls at the same time as a National Convention or the Bargaining Caucus of the Union to which he is elected to attend, that portion of the employee's vacation may be rescheduled for an available time on the vacation schedule.
- 5.05 (a) It is understood that Union Representatives have work to perform for the Company and any time spent on Union matters during working hours will be devoted only to Union business as provided for in this with keeping Agreement. ln understanding it is also agreed that Union Representatives have a legal obligation to provide proper representation, and time off for Union business will not unreasonably be withheld. Both the Union and the Company agree that the granting and use of time off the job will not be abused.

No change

#### **PROPOSED**

Industrial No change (b) The of Director Relations and the appropriate Directors -Industrial Relations will meet, quarterly if required, with the President and Vice-Presidents of the Union to review alleged abuses regarding the granting or use of time off the job notwithstanding that a matter to be reviewed is, or may be, the subject of a grievance.

5.06 One representative of each of the No change Locals may attend the Bargaining Caucus of the Union without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, to a maximum of five days; provided however that the Company is given the names of the delegates two weeks prior to the meeting.

#### CRAFT AND SERVICES EMPLOYEES

#### **ARTICLE 12**

#### SAFETY AND HEALTH

#### **PRESENT**

**PROPOSED** 

12.01 Both parties to the present Agreement No change recognize the need to ensure the safety and protect the health of all employees.

12.02 It is the Company's responsibility to adopt and introduce, as circumstances may require. reasonable procedures techniques to provide for the safety and health of employees while at work. The Union may make suggestions regarding safety for consideration by the Company.

No change

12.03 It is the employee's responsibility to take, in accordance with the Company rules and procedures, all reasonable and necessary precautions for his own safety, including the use of all appropriate safety clothing and equipment when required by procedures. No employee shall be required to work in an unsafe manner or to use unsafe tools, vehicles or equipment.

No change

12.04 An invitation shall be given to a local Safety and Health representative to attend any accident investigation meeting involving an employee whom he represents. The local Safety and Health representative may delegate a Steward from the same local to replace him at the meeting. An invitation shall also be extended to the Local Officer where, in the opinion of Management, the Local Officer may contribute to the development of recommendations that will prevent similar accidents in the future. The Local Officer may delegate another Local Officer from the same local to replace him at the meeting.

No change

#### **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

No change

- (a) The full cost up to a maximum of \$145.00 per calendar year for one pair of safety boots and/or one pair of overshoes to fit safety boots, or
- 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.
- 12.06 (a) The Corporate Safety and Health Committee is composed of two members who are employees in the Craft and Services bargaining unit and two members who are employees in the Operator Services bargaining unit represented by the Union, and representatives of the Company. Additionally, two Regional Vice-Presidents of the Union, or their designates and two other representatives of the Company may attend the deliberations of the Committee as "ex officio" members.
- (b) The Corporate Safety and Health Committee shall meet at least quarterly and is responsible for establishing its own rules and procedures as well as the rules and procedures of the local Safety and Health Committees (Craft and Services), their scope of responsibility, frequency of meetings and any other similar matter.

- (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, or
- (b) The full cost up to a maximum of \$110.00 per calendar year for one pair of safety shoes and/or one pair of overshoes to fit safety shoes.
- **12.06** (a) The Corporate Safety and Health Committee is composed of two members who are employees in the Craft and Services bargaining unit and two representatives of the Company. Additionally, two Regional Vice-Presidents of the Union, or their designates and two other representatives of the Company may attend the deliberations of the Committee as "ex officio" members.

No change

#### **PROPOSED**

Except for the number of No change Committees and the frequency of meetings, the rules for both the Corporate and local Safety and Health Committees, as referred to in subsection 12.06 (b), shall mean the powers and obligations of joint Safety and Health Committees found in Part II of the Canada Labour Code.

Notwithstanding the provisions of No change (d) Article 14, any contestations relating to the interpretation, administration or operation of the procedures agreed to by the parties for both the Corporate and local Safety and Health Committees shall not be submitted to the grievance procedure. This subsection does not apply to the provisions contained in Attachments A and B of the agreed procedures relative to both the Corporate and local Safety and Health Committees.

(e) It is clearly understood that relevant safety and health issues that have implications that transcend local concerns will be referred to the Corporate Safety and Health Committee together with any notes dealing with that issue.

No change

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 in equal numbers, composed. and representatives of the employees Company.

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 20. These Committees are composed, in equal numbers, and representatives of employees Company.

#### CRAFT AND SERVICES EMPLOYEES

#### **ARTICLE 18**

#### **HOURS OF WORK**

#### **PRESENT**

#### **PROPOSED**

#### **Definitions**

For the purpose of this Agreement,

18.01 "Basic Hours of Work" means the number No change 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.
- "Scheduled Work Week" means the (c) scheduled tours of duty comprising the basic hours of work for the week.
- "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 No change Full-Time employee shall be 8 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.

#### **PROPOSED**

#### **Part-Time Employees**

**18.03** The Company shall determine and No change 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 72 hours per established period of 4 weeks, in increments of not less than one-half tour, except in situations where the Director — Labour Relations and the appropriate Vice-President of the Union or their delegate agree that a number of employees are surplus.

#### **Banked Time**

**18.04** An employee may elect to bank half an No change 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

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**PROPOSED** 

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 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.
- 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 vear.
- (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

18.05 The arrangement of hours for all tours of duty shall be established by the Company.

18.05 The arrangement of hours for all tours of duty shall be established by the Company.

The Company will attempt to provide the employee's eight (8) week schedule two (2) weeks prior to the start of said schedule.

18.06 The tours of duty may be scheduled on No change any day of the week depending upon the

#### **PROPOSED**

requirements of the job.

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

18.08 The assignment of an employee to a tour No change of duty shall be made by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.

18.09 At least four days' notice, by posting, shall No change be given by the Company to an employee who is to be changed from his scheduled tour of duty.

18.10 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.

No change

18.11 With the approval of the Company, an No change employee may have his scheduled tour of duty changed at his own request.

#### **Meal Period**

18.12 The meal period for an employee shall not No change exceed one hour off the job.

18.13 On all scheduled off-normal tours and No change 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 No change continuous attendance by an employee, 20 minutes shall be allowed for lunch on the job as part of the tour of duty.

#### **PROPOSED**

18.15 When a meal period not to exceed 20 No change minutes is authorized in connection with overtime work, such meal period shall be considered as work time.

#### **Premium Pay for Changes** in Scheduled Tours

18.16 If an employee is given less than four days' No change 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

18.17 (a) If a Full-Time employee is given less No change than four days' notice, by posting, of a change in his scheduled work week, he shall be paid onehalf 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 No change subsection 18.17 (a) will commence on the day

#### **PROPOSED**

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**

18.18 An employee who is scheduled to work 30 18.18 An employee who is scheduled to work 30 follows:

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

Hours Worked in the Off-Normal Period	<u>Differential</u>	Hours Worked in the Off-Normal Period	Differential
Less than 2	\$ 1,40	Less than 2	\$ <b>1,50</b>
2 but less than 4	2,45	2 but less than 4	2,65
4 but less than 6	3,63	4 but less than 6	3,95
6 and over	5,30	6 and over	5,75

- **18.19** Differentials shall not be paid:
- No change
- 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 section 18.16 or 18.17.
- between 12:01 A.M. and 5:59 A.M. shall be paid a premium of \$4.00, in addition to any other premiums or differentials which are applicable.

18.20 An employee whose shift starts or ends 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.

## **Sunday Premium Pay**

An employee who works a scheduled tour No change 18.21 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.



## **PROPOSED**

18.22 This premium shall not be included in wage No change 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.

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

18.23 An employee who works on Christmas Eve No change 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

18.24 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.

No change

18.25 An employee who is being transported to No change or from the job in a Company-owned or Companyhired vehicle shall be deemed to be at work while travelling in such vehicle.

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

18.26 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:

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.
  - (b) When no sleeping accommodation is

#### **PROPOSED**

provided en route, all travel time (including unavoidable stop-over time between connections) shall be considered as travel time.

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

#### **Relief Period**

- 18.27 (a) A relief period not to exceed 15 No change 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

18.28 An employee working continuously at a No change 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.

# CONTRACT CLAUSE PROPOSAL

# CRAFT AND SERVICES EMPLOYEES

#### **ARTICLE 15**

## **ARBITRATION**

#### **PRESENT**

**PROPOSED** 

15.01 When a grievance relating to the No change interpretation, application, administration or alleged violation of any provision of this Agreement is still unresolved after the grievance procedure has been exhausted, there shall be no stoppage of work, but the Union or the Company may institute arbitration proceedings in the manner, and subject to the terms, set forth below.

No change

15.02 It being agreed that the right to arbitration does not extend to any matters other than those expressly mentioned in section 15.01 of this Article, either party may, within 30 calendar days of the expiry of the disposition of the matter at Step 3 of the grievance procedure, but not later, institute arbitration proceedings by written notice to the other party. The notice shall state the matter at issue and shall state in what respect the violated been has Agreement 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.

15.03 (a) The party instituting arbitration proceedings shall, in the notice referred to in section 15.02, suggest the names of three neutral persons any one of whom it is prepared to accept as an Arbitrator.

No change

(b) The recipient of the notice No change referred to in section 15.02 shall, within ten days, notify the other party of:

#### PROPOSED

- its acceptance of one of No change the persons proposed by that party to act as an Arbitrator, or
- suggest the names of No change other neutral persons it proposes to act as an Arbitrator.
- (c) Where, within 30 days of the sending of the notice referred to in section 15.02, or such period as the parties may agree, the parties fail to agree on an Arbitrator, either party may apply to the Minister of Human Resources Development Canada to appoint as Arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements. That party shall send a copy of the application to the other party and such party shall, within ten days, advise the other party of its receipt of the application.

Where, within 30 days of the (c) sending of the notice referred to in section 15.02, or such period as the parties may agree, the parties fail to agree on an Arbitrator, either party may apply to the Minister of Labour to appoint as Arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements. That party shall send a copy of the application to the other party and such party shall, within ten days, advise the other party of its receipt of the application.

15.04 Where an Arbitrator has been chosen pursuant to section 15.03.

No change

(a) the Arbitrator shall suggest dates No change on which to commence the hearing of the matter in dispute. Such dates shall be, insofar as possible, within 60 days of the appointment of the Arbitrator, or such longer period as the parties may agree;

(b) the Arbitrator shall, on the day scheduled pursuant to subsection 15.04 (a), meet to hear the matter at issue unless the parties and the Arbitrator agree on another date on which to commence the hearing; and

No change

(c) where the hearing of the matter No change cannot be completed in one day, it will be scheduled, insofar as possible, to continue within 30 days of the date of the first hearing, or such longer period as the parties may agree.

No change

# **Board of Arbitration**

the may. in 15.05 Either party correspondence contemplated under sections 15.02 or 15.03, notify the other party of its suggestion to proceed before a Board of Arbitration. Provided both parties agree, an Arbitrator selected in accordance with sections 15.03 or 15.06 shall be appointed as Chair of the Arbitration Board. Each party shall be responsible for naming its own nominee to the Arbitration Board, ensuring that the nominee is available on the date scheduled to commence the hearing of the matter in dispute, and will advise the other party and the Chair ten days prior to the date scheduled for the hearing of the name of its nominee. Where the parties have agreed to a Board of Arbitration, references in this Article to "Arbitrator" will be read to mean "Arbitration Board", where appropriate.

# **Expedited Arbitration Process**

15.06 Where the matter at issue is one No change relating to the alleged violation of section 13.01, it may be submitted to the following process of expedited arbitration:

- (a) A list of Arbitrators, who shall be No change mutually agreed to by the parties, will be established according to, and dependent on, their availability.
- Unless the parties mutually agree No change 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.

### **PROPOSED**

(c) The Union shall assign to these No change Arbitrators, no later than sixty (60) calendar days prior to its sitting, the grievance(s) to be No more grievances than can heard. 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 By mutual written agreement of the Director - Labour Relations and a National Union Representative, 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.

#### General

15.08 Where the matter at issue is one No change relating to the alleged violation of section 13.01, the Arbitrator, subject to the terms of this Agreement, has the power to:

- (a) uphold the penalty,
- (b) reverse the penalty, or
- (c) modify the penalty in a just and reasonable manner based on the evidence before him.

15.09 The decision of the Arbitrator shall be No change made within 60 days of the first hearing unless the parties otherwise agree or unless owing to circumstances beyond the control of the Arbitrator, it is not practicable to make a decision within the 60 days.

15.10 It is the intention of the parties to No change adhere to the time limits expressed in this Article but the failure of an Arbitrator to do so does not affect the jurisdiction of the Arbitrator to continue with and complete the arbitration

## **PROPOSED**

proceedings.

15.11 If at Step 3 of the grievance procedure No change the parties are unable to agree as to whether the matter at issue is one relating to an alleged violation of section 13.01, the procedure described in section 15.06 shall not apply.

15.12 The Arbitrator shall not have any power No change to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof. and in reaching its decision it shall be bound by the terms and provisions of this Agreement.

15.13 Each party shall pay one-half the fees No change and expenses of the Arbitrator (or Chair, where applicable) and of any clerk or stenographer whom the Arbitrator (or Chair, where applicable) may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits, fees and expenses of its own nominee (where applicable), or otherwise.

15.14 The decision of the Arbitrator shall be No change final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based. Where applicable, the decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chair shall govern.

## LIST OF HEADQUARTERS

Alma Arnprior Asbestos Atikokan

Baie-St-Paul Bancroft Barrie Barry's Bay

Belleville (Trenton) Beloeil **Big Trout Lake** 

**Blind River** Bracebridge Brampton Brantford **Brockville** Buckingham Burk's Falls

Cabano Carleton Place Chambly Chapleau Chateauguay Chatham Clinton Coaticook Cobourg (Port Hope)

Collingwood Cornwall Cowansville

Deep River Dolbeau Drummondville Dryden

Eganville Elliot Lake Espanola

Fort Erie Fort Frances

Gatineau Georgetown Geraldton Goderich Granby Guelph

Haliburton Hamilton Harrowsmith Hawkesbury Henryville

Ignace

Joliette

Kenora Kingston

Kitchener (Cambridge)

Knowlton

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# **LIST OF HEADQUARTERS**

La Malbaie
Lac Mégantic
Lachute
Le Gardeur
Leamington
Lindsay
Listowel
Little Current
London

Madoc Magog Manitowadge Maniwaki Marathon Marieville Markham Metcalfe Milton Montreal Mount Forest

Nestor Falls Newmarket Niagara Falls Nipigon North Bay Nunavik Oakville (Bronte, Clarkson)
Orangeville
Orillia
Oshawa
Ottawa
Owen Sound

Parry Sound Pembroke Peterborough

Quebec

Rainy River Red Lake Renfrew Richmond Richmond Hill Rimouski Rivière-du-Loup Roberval

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# LIST OF HEADQUARTERS

Saguenay.

Sarnia

Sault Ste. Marie

Schreiber

Shawinigan (Grand'Mere)

Sherbrooke Sioux Lookout

Smith Falls Sorel

St. Catharines

St-Bruno

Ste-Agathe

Ste-Anne-de-Bellevue (Dorion)

Ste-Anne-des-Plaines

Ste-Rose (Ste-Therese)

St-Eustache St-Félicien

St-Hyacinthe

St-Jean

St-Jerome

St-Jovite

Stratford

Streetsville

St-Thomas

Sturgeon Falls

Sudbury

Tadoussac

Terrebonne

Thessalon

**Thetford Mines** 

Thunder Bay

Tillsonburg

**Toronto** 

**Trois-Pistoles** 

**Trois-Rivieres** 

Valleyfield

Varennes

Vercheres

Victoriaville

Wakefield

Walkerton

Wawa

Welland (Port Colborne)

Winchester

Windsor

Wingham

Woodstock

Yamaska

#### **EXHIBIT 158-3**

# ALLOCATION OF WORK MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA AND UNIFOR

# REPRESENTING CRAFT AND SERVICES EMPLOYEES

The Company is committed to stop the transfer of bargaining unit work as provided for in this Memorandum of Agreement to Bell Technical Solutions (BTS);

To this goal the parties have established the following Allocation of Work Memorandum of Agreement.

The parties agree as follows:

## 1. Cable Repair work volume:

a) Cable repair functions including cable repair on fibre will not be performed by employees of BTS, except for the replacement of aerial quick connect-type terminals that do not require testing using cable testing equipment to identify a trouble.

## 2. Central Office work volume:

- a) Frame functions, excluding those performed in major Central Offices identified in Attachment A of this Memorandum of Agreement, can be performed by BTS. Technicians currently assigned to frame load in Central Offices listed in Attachment B will be provided other CO work in their headquarters to the extent that CO work is available and may not be transferred without their consent.
- b) All central office functions, excluding those identified in sub-paragraph 2a) will not be transitioned to BTS.

#### 3. Business Data and Outright Sales (ORS) functions:

a) Business Data and Outright Sales functions will not be transitioned to BTS. For full clarity, BTS may occasionally provide support for ORS contracts.

Signed at city this xxth day of month 201x.

FOR THE

FOR THE

**COMPANY** 

UNION

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**Alain Portelance** 

Steve Desgagné

The parties agree that it is the Company's sole responsibility to determine the central offices included in this Attachment and that this Attachment may be modified from time to time.

## Quebec:

CLLI	Central Office	
MTRLPQ43	ATWATER	
MTRLPQ02	BELMONT	
MTRLPQ19	COTE-DES-NEIGES	
MTRLPQ29	MONTÉE ST-MICHEL	
MTRLPQ42	ONTARIO	
MTRLPQ07	PAPINEAU	
MTRLPQ28	ST-DOMINIQUE	

CLLI	Central Office	
HULLPQ20	HULL	
QUBCPQ09	D'AIGUILLON	
QUBCPQ14	STE-FOY	
QUBCPQ15	ST-RÉAL	
TSRVPQ32	TROIS-RIVIÈRES - LAVIOLETTE	

## Ontario:

CLLI	Central Office
TOROON01	TORONTO ADELAIDE
TOROON02	TORONTO ASQUITH
TOROON46	TORONTO DON MILLS
TOROON03	TORONTO DONLANDS
TOROON47	TORONTO FINCH
TOROON04	TORONTO MAIN
TOROON21	TORONTO SHEPPARD
TOROON63	TORONTO SIMCOE
GLPHON22	GUELPH
KTNRON06	KITCHENER WATER
LONDON14	LONDON CLARENCE
LONDON47	LONDON SOUTHDALE
WNDSON12	WINDSOR GOYEAU

CLLI	Central Office
OTWAON10	OTTAWA BANK
OTWAON23	OTTAWA O'CONNOR
OTWAONDT	OTTAWA O'CONNOR
OTWAONEF	OTTAWA O'CONNOR
OTWAON34	OTTAWA RIDEAU
OTWAON09	OTTAWA VANIER
BARION18	BARRIE
NRBAON24	NORTH BAY
SSMRON94	SAULT STE. MARIE QUEEN
SDBRON98	SUDBURY MINTO
BMTNON13	BRAMPTON JOHN
MALTON22	MALTON-DERRY
OSHWON95	OSHAWA
RMHLON34	RICHMOND HILL
SPNGON18	SOUTH PICKERING
UNVLON55	UNIONVILLE

\$50 PM

CLLI	Central Office
QUBČPQ06	ST-CYRILLE
TOROON06	TORONTO EGLINTON
BTFDON17	BRANTFORD
CHHMON17	СНАТНАМ
KTNRON08	KITCHENER KINGSWAY
KTNRON09	KITCHENER NORTH ALBERT
LONDON15	LONDON WHITNEY
ĽONDON16	LONDON HYDE PARK
STTMON28	ST. THOMAS
WNDSON13	WINDSOR AVONDALE
WNDSON14	WINDSOR FRANCOIS
LNDSON09	LINDSAY
RTBOON62	PETERBOROUGH
SDBRON44	SUDBURY LASALLE
SDBRON96	SUDBURY ROCKWOOD
BŪRLON03	BURLINGTON GUELPH LINE
BWMVON96	BOWMANVILLE
CBRGON72	COBOURG
CKVLON01	COOKSVILLE HURONTARIO
MALTON23	MALTON-INVADER
OKVLON30	OAKVILLE BALSAM
OKVLON54	OAKVILLE BRONTE
SSVLON39	STREETSVILLE PEARL
STCKON08	STONEY CREEK
STCTON11	ST. CATHARINES LINWELL
WTBYON94	WHITBY

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## **BTS TECHNICIAN HIRING**

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

The Company will hire 100 BTS employees to perform functions associated to, but not limited to, Bell Total Connect, Fibre To The Business (FTTB), Fibre To The Node (FTTN), and Business FibeTV on FTTN. The Company estimates that these hires will bring the bargaining unit to more than 4,000 Unifor-represented Craft and Services employees and would increase the proportion of business work performed by bargaining unit employees from 78% to 87% based on today's volumes.

## The parties agree as follows:

- Bell Canada will hire 100 BTS employees to perform functions associated to, but not limited to, Bell Total Connect, Fibre To The Business (FTTB), Fibre To The Node (FTTN), and Business FibeTV on FTTN;
- 2. In assuming capacity of aforementioned business volume, Bell Canada will fill 100 Craft and Services Regular Full-Time postings, of which 57 postings will be designated for Ontario and 43 for Québec:
- 3. Positions will be posted no later than July 1 2017 and employees will be expected to commence work between September 18 and November 30.
- 4. Candidates for the aforementioned postings will be selected exclusively from BTS and will be integrated with their full seniority.
- 5. Notwithstanding any arrangement or agreement currently in effect, the Company shall select the most senior candidates from among those who are qualified, as determined by the Company, provided that:
  - a) The candidate's performance on his existing position meets job requirements;
  - b) The applicant meets minimum requirements identified on the job posting, and;
  - c) The candidate is a Unifor represented person employed by BTS.
  - d) The templates for the jobs posted under paragraph 2 shall be made by the Position Advisory Committee.

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Signed at city this xxth day of month 201x.

FOR THE

**COMPANY** 

FOR THE

**UNION** 

Steve Desgagné

**Alain Portelance** 

A Company of the comp

## **CONTRACT CLAUSE PROPOSAL**

## **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 21**

## **ANNUAL VACATIONS**

#### **PRESENT**

## **PROPOSED**

#### NOTE:

Notwithstanding the provisions of this Article set out below, an employee's entitlement to vacation with pay for a calendar year during which an employee takes a leave of absence with net credited service (except a leave granted under Article 31), shall be as determined by the terms and conditions of the leave.

21.01 An employee, in the year he is No change engaged or re-engaged, shall be entitled to one day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten days of vacation with pay.

For purposes of this Article:

(a) For an employee engaged or re- No Change engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month.

(b) For an employee engaged or re- No Change engaged on or after the sixteenth day of the month, service shall be counted from the first day of the month following.

21.02 An employee, in the years subsequent No change 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:

## **PROPOSED**

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

- At least one week of which must be taken outside the summer period.
- At least two weeks of which must be taken outside the summer period.
- 21.03 When the annual vacation for an No change 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.

21.04 (a) 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.

(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 F.

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

No change

No change

## **PROPOSED**

vacation is given.

21.06 Notwithstanding the provisions of No change section 21.02, an employee shall only be entitled to:

- (a) his full vacation if he completes six months of service during such year, or
- (b) one week's vacation if he completes less than six months of service during such year.
- 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.

No change

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

21.08 Vacation schedules shall be prepared each year by the Company between December 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.

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) 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 December 1st of the year preceding the vacation calendar shall be used.

## **PROPOSED**

- (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 summer 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.
- 21.13 (a) Any employee entitled to more than two weeks of vacation may, if the Company and the employee mutually agree, take any portion of his entitlement in excess of two weeks consecutively with his vacation, or portion thereof, for the following year.

No change

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 December 1st of the year preceding the vacation calendar.

No change

J/



## **PROPOSED**

- (b) Where vacation periods applicable to two different years are to be taken consecutively, they must be scheduled in the period December 1st of the first such year and April 30th of the subsequent year.
- 21.14 An employee who is reassigned or No change transferred after his vacation has been selected may retain his original vacation selection if he so chooses.

21.15 When an employee is taken ill or No change meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company shall, if the employee so requests. reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

21.16 (a) An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his earnings in the calendar year for which the vacation is given for each week of vacation.

No change

(b) The percentage level of vacation pay an employee is entitled to on February 11. 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year accordance with the provisions of subsection 21.16 (a), shall remain unchanged.

## **PROPOSED**

(c) Notwithstanding the provisions of subsection 21.16 (a), an employee who is engaged or placed into this bargaining unit on or after February 11, 1991 shall be paid during vacation at his basic rate of pay determined in accordance with Company practices; but vacation pay for an employee each year shall not be less than 2% of his basic rate of pay in the calendar year for which the vacation is given for each week of vacation;

#### and in addition.

(i) if the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year,

or

(ii) if an employee has six (6) or more years net credited service he shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year.

## Pay in Lieu of Vacation

21.17 When an employee resigns, is laid off, is dismissed, or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year calculated in the manner set forth in sections 21.18 through 21.22 inclusive.

No change

21.18 An employee with less than one year's net credited service shall be granted 4% of the wages earned during the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation, taken by the employee, during the same period of

No change

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## **PROPOSED**

service.

21.19 An employee with one or more years of No change net credited service who works six months or more in the year of separation shall be granted the greater of:

(a) Three weeks' pay if his service is less than 10 years; four weeks' pay if his service is 10 years or more but less than 18 years; five weeks' pay if his service is 18 years or more but less than 25 years; six weeks' pay if his service is 25 years or more, all at his basic rate of pay if a Full-Time employee or a pro-rata proportion if a Part-Time employee,

Or.

- (b) 2% of the employee's earnings for the current calendar year, for each week of vacation.
- (c) The percentage level of pay in lieu of vacation an employee is entitled to on February 11, 1991 on any difference between his earnings in the calendar year for which the vacation is given and his basic pay for this calendar year in accordance with the provisions of subsection 21.19 (b), shall remain unchanged.
- 21.20 Notwithstanding the provisions of section 21.19, an employee who is engaged or placed into this bargaining unit on or after February 11, 1991, who has one or more years of net credited service and who works six months or more in the year of separation shall be granted pay in lieu of vacation as follows:
- (a) Three weeks' pay if his service is less than 10 years; four weeks' pay if his service is 10 years or more but less than 18 years; five weeks' pay if his service is 18 years or more but less than 25 years; six weeks' pay if his service is 25 years or more, all at his

No change



## PROPOSED

basic rate of pay if a Full-Time employee or a pro-rata proportion if a Part-Time employee,

and in addition,

(b) (i) if the employee has less than six (6) years net credited service he shall also receive 4% on any difference between his earnings in the calendar year for which the vacation is given and the basic pay for this calendar year

or

- (ii) if the employee has six (6) or more years net credited service he shall also receive 6% on any difference between his earnings in the calendar year for which the vacation is given and the basic pay for this calendar year.
- 21.21 An employee with one or more years of No change net credited service who works less than six months in the year of separation shall be granted the greater of:

(a) One week's pay at his basic rate, (or for a Part-Time employee at his pro-rata proportion of the basic rate).

or

- (b) 2% of the employee's earnings for the current calendar year, for each week of vacation.
- 21.22 The amount of pay in lieu of vacation No change to be granted in accordance with sections 21.19, 21.20 and 21.21 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Company's service.

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## **CONTRACT CLAUSE PROPOSAL**

#### CRAFT AND SERVICES EMPLOYEES

### **ARTICLE 22**

## TRANSFERS AND REASSIGNMENTS

## PRESENT

## <u>PROPOSED</u>

#### **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.

"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 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 or transfer of an employee to an occupation of a higher classification.

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

"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).

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"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.

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

"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.

22.01 Each employee shall be assigned a No change 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.

#### **Transfers**

22.02 (a) The transfer of an employee for a No change continuous period of more than 90 days shall be considered a permanent transfer.

- (b) The transfer of an employee for a continuous period of 90 days or less shall be considered a temporary transfer.
- (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 No change 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

#### **PROPOSED**

allowance or living and transportation expenses shall be paid, as applicable, in accordance with Article 23, for the duration of the temporary transfer.

22.04 Sections 22.02 through 22.12 inclusive No change shall not apply to the reassignment of an employee affected under the provisions of Article 11.

22.05 (a) Seven days notice shall normally No change 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 onehalf time extra for the basic hours of work for each day of the balance of the seven day period during which the employee is so transferred.

(b) This payment shall not be included in wage payments for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials provided in sections 18.18 and 18.20 and the premium provided in section 18.21, is higher than his basic rate of pay.

#### **Permanent Transfer**

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

- 22.06 (a) The Company will give the employee who volunteers 30 days notice of a permanent transfer.
- (b) The Company will give the employee who does not volunteer 60 days notice of a permanent transfer.

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

No change

#### **PROPOSED**

remaining.

22.08 In the event there is to be a permanent No change 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.

22.09 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.

No change

#### **Temporary Transfer**

22.10 In the selection of an employee for No change temporary transfer, where the employee is required by the Company to remain away from his home for a period which is expected by the Company to be in excess of two weeks, the Company will give first consideration to the most senior employee who will volunteer from the functional group in the seniority unit at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, providing the remaining employees at his reporting centre have the necessary qualifications to do the work remaining.

**22.11** 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

No change

**PROPOSED** 

which the transfer is to be made, and who has the necessary qualifications, shall be selected providing the remaining employees have the qualifications to complete the work remaining.

22.12 It is the Company's intention that on No change 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.

## Reassignments

22.13 (a) In the selection of an employee No change for:

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

to another reporting centre outside his reporting locality, the Company shall first give consideration to the most senior volunteer. In the event that there is no volunteer, the employee of least seniority shall be selected. The reassigned employee shall be from the functional group in the seniority unit within the reporting centre from which the reassignment is to be made, shall possess the necessary qualifications and the remaining employees shall have the qualifications to complete the work remaining.

**PROPOSED** 

- (b) The provisions of subsections 22.13 (a) and (c) shall not apply to a temporary reassignment of an employee to a special project or an assignment such as centre, mod-squad, centralized analysis 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.
- (c) The temporary reassignment of an employee will not exceed 24 months.

## **Exceptions**

22.14 Notwithstanding the provisions of No change sections 22.07, 22.08, 22.10, 22.11, 22.13, Article 24 and section 32.02, all related to the employees, movement of 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:

#### Health or Disability (a)

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

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

#### (b) Surplus

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

#### **PROPOSED**

## (c) Demotion Within Unit

where an employee is involuntarily demoted within the bargaining unit;

#### (d) Business Needs

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;

## (e) Placement of Former Manager

where a former manager, with the exception of an employee who had been assigned to an acting or temporary management position, is placed into the bargaining unit, the District into which the person is placed will forfeit one of the "needs of the business" placements as referred to in subsection 22.14 (d);

## (f) Employment Equity

where a person is placed into the bargaining unit, for the purpose of Employment Equity, in accordance with section 32.02;

(g) Redeployment, New Business and New Technology

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

(i) redeployment due to lack of work or priority of work, or

(ii) the start-up of a new business opportunity or the initial introduction of new technology.

The Company agrees to initiate local meetings between management and Union Representatives to explore the options available and possible alternatives to deal with The agreement of one these situations. national representative of the Union responsible for the bargaining unit and the appropriate Director - Industrial Relations is required to approve the application of subsection 22.14 (g) (ii). The Union agrees that its approval in these situations will not unreasonably be withheld;

Where, within 12 months of an employee being involuntarily transferred under the provisions of paragraph (i) above, there is a permanent job opening in the employee's previous family and headquarters, the affected employee shall be offered the opportunity, under this subsection, to return to his original headquarters, provided that he has the necessary qualifications for the job opening.

## (h) Return from Leave of Absence

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

(i) Transfer from another bargaining unit or Company

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.

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.

EXHIBIT 111-1 REPUBLISHED 111-Z

ATTACHMENT B

# **LIST OF HEADQUARTERS**

Alma Amprior **Asbestos** Atikokan

Baie-St-Paul Bancroft Barrie Barry's Bay

Belleville (Trenton)

Beloeil **Big Trout Lake** Blind River Bracebridge Brampton Brantford **Brockville** 

Buckingham Burk's Falls

Cabano Carleton Place Chambly Chapleau Chateauguay Chatham Clinton Coaticook/

Cobourg/(Port Hope)

Collingwood Cornwall Cowansville

Deep River Dolbeau/ Drummondville Dryden

Eganville Elliot Lake Espanola

Fort Erie **Fort Frances** 

Georgetown Geraldton Goderich Granby Guelph

Haliburton Hamilton Harrowsmith Hawkesbury Henryville Hull

Ignace

**Joliette** 

Kenora Kingston

Kitchener (Cambridge)

Knowlton

ATTACHMENT B

AK PUKKO LIST OF HEADQUARTERS

La Malbaie Lac Mégantic Lachute Le Gardeur

Leamington Lindsay

Listowel Little Current London

Madoc Magog Manitowadge

Maniwaki Marathon

Marieville

Markham Metcalfe

Milton

Montreal

**Mount Forest** 

**Nestor Falls** Newmarket Niagara Falls **Nipigon** 

North Bay

Nunavik

Oakville (Bronte, Clarkson)

Orangeville Orillia

Oshawa Ottawa

Owen Sound

Parry Sound Pembroke Peterborough

Québec

Rainy River

Red Lake

Renfrew

Richmond Richmond Hill

Rimouski

Rivière-du-Loup

Roberval

ATTACHMENT B

# LIST OF HEADQUARTERS

Saguenay

Sarnia

Sault Ste. Marie

Schreiber

Shawinigan (Grand'Mere)

Sherbrooke Sioux Lookout

Smith Falls Sorel

St. Catharines

St-Bruno

Ste-Agathe

Ste-Anne-de-Bellevue (Dorion)

Ste-Anne-des-Plaines Ste-Rose (Ste-Therese)

St-Eustache

St-Félicien

St-Hyacinthe

St-Jean

St-Jerome

St-Jovite

Stratford

Streetsville

St-Thomas

Sturgeon Falls

Sudbury

Tadoussac

Terrebonne

Thessalon

Thetford Mines

Thunder Bay

Tillsonburg

Toronto

**Trois-Pistoles** 

**Trois-Rivieres** 

Valleyfield

Varennes

Vercheres

Victoriaville

Wakefield

Walkerton

Wawa

Welland (Port Colborne)

Winchester

Windsor

Wingham

Woodstock

Yamaska

#### **CONTRACT CLAUSE PROPOSAL**

#### CRAFT AND SERVICES EMPLOYEES

#### **ARTICLE 32**

#### **EMPLOYMENT EQUITY**

#### PRESENT

**PROPOSED** 

- Company and the Union No change **32.01** (a) The recognize the need to achieve equality in the workplace and to provide disabled employees with without reasonable accommodation. undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.
- (b) The Company and the Union agree No change that this Article shall be applied in a manner consistent with their respective obligations as set out in this Collective Agreement.

To give effect to the principle that No change (a) 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.** 

Except as otherwise provided in No change subsection 32.02 (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.

In each province, for every two (2) iob 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,

(ii) In each province, for every two (2) job openings filled for the purpose of Employment Equity, the company may fill one job opening by Full-Time hiring, in a Regular employee status, a person with a disability, a woman, an aboriginal

#### **PROPOSED**

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 the Communications Sales employees group.

person, or a person who, because of race or colour, is in a visible minority, provided that there is no qualified applicant from the Clerical and Associated employees group or the Communications Sales employees group.

The number of job openings to be filled under section 32.02 shall never exceed two (2) per district per year, as provided in subsection 32.02 (a).

No change

(b) The Company shall inform the local No change Steward, on a form to be supplied by the Company, of any job opening so filled.

32.03 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:

No change

(a) of section 32.01 involving the case of No change 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 32.02.

No change



#### CONTRACT CLAUSE PROPOSAL

#### CRAFT AND SERVICES EMPLOYEES

#### **ARTICLE 35**

#### <u>DURATION</u>

#### PRESENT

#### **PROPOSED**

35.01 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, 2016.

35.01 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. 2020.

35.02 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.

No change

35.03 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 addressed to the Secretary of the Company at Carrefour Carrefour Alexander-Graham-Bell, A7, Montreal, Quebec H3Y 3B3. Montreal, Quebec H3Y 3B3.

35.03 Notice shall be sufficient with respect to the Union if addressed to Unifor, 205 Placer Court, Toronto, Ontario M2H 3H9, and with respect to the Company if addressed K1P 6M6, and with respect to the Company if to the Secretary of the Company at 1 Alexander-Graham-Bell. A7,



#### **EXHIBIT 114**

#### ATTACHMENT F

### SUMMER PERIOD (Article 21)

<u>YEAR</u>	START	<u>END</u>
2017	June 11, 2017	September 23, 2017
2018	June 10, 2018	September 22, 2018
2019	June 9, 2019	September 21, 2019
2020	June 7, 2020	September 26, 2020

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### BANKED TIME TAKEN AS WEEKS OFF MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

<u>AND</u>

#### **UNIFOR**

#### REPRESENTING CRAFT AND SERVICES EMPLOYEES

This is to confirm the following:

Where an employee has accumulated sufficient banked time, under section 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.

Signed at CITY this XX day of XX 201X.

FOR THE COMPANY UNION

Steve Desgagné

**Alain Portelance** 

# STANDBY PROGRAM MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

AND

#### **UNIFOR**

#### 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.

- 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 by order of 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.

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- 4) (a) Any assignment period under section (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 with the exception of paid Holidays, Christmas Eve or New Year's Eve where he will receive compensation at the rate of two hours at his basic rate of pay. 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 city this xxth day of month 201x.

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

**Alain Portelance** 

## JOINT LABOUR RELATIONS COMMITTEE MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

#### AND

#### UNIFOR

#### REPRESENTING CRAFT AND SERVICES EMPLOYEES

#### The parties agree as follows:

- 1. The parties agree to establish one (1) Joint Labour Relations Committee per province consisting of four (4) Company representatives (including the Chief Negotiator or his delegate) and four (4) Union representatives (including one (1) National Representative). It is understood that the Union's bargaining committee members shall be representatives on the Joint Labour Relations Committee.
- 2. The mandate of each provincial 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, and;
  - (f) questions related to the contracting out of work.
- 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. Each provincial Joint Labour Relations Committee shall set its own schedule of meetings but both Committees shall jointly meet at least twice (2) a year, once (1) before June 30 and once (1) before December 31 of each year.

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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 at city this xxth day of month 201x.

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

**Alain Portelance** 

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Page 81

### 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 at city this XX day of month 201X.

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

**Alain Portelance** 

#### **EXHIBIT 136**

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

Steve Desgagné Chief Negotiator E: steve.desgagne@bell.ca T: 514 788-4033 M: 514 233-0541

Month xx, 201x

Mr. Alain Portelance National Representative Unifor

Subject: Contracting Out

Dear Mr. Portelance:

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

What follows has been developed jointly in a spirit of cooperation and trust based on the belief that there is a value and benefit to the employee, the Company and the customer if:

- Employment security is enhanced by a productive, healthy and cost effective organization.
- While striving to provide employment security to Regular employees, there is an improved understanding as to why contractors are used.
- There is a greater involvement by employees in the decision-making process.
- The Union and the Company work together and act responsibly balancing the interests of the customer, the Company and the employee regarding the issue of the utilization of contractors.

Based on the principles outlined above, the parties have agreed to establish forums for the exchange of information and to encourage consultation between management and representatives of the Union on issues related to the contracting out of work which may be performed by bargaining unit employees.

At least once per year, or more frequently where agreed to by both parties, an Officer of the Union (or a delegate) shall meet with a Tier A manager (who has bargaining unit employees in his organization) to discuss the broad principles associated with the contracting out issue as it pertains to the manager's organization.

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#### **EXHIBIT 136**

Each quarter, or more frequently where agreed to by both parties, each Tier B manager shall meet with the Local Union President (representing bargaining unit employees in the Tier B manager's organization) to discuss and review contracting out activity and concerns within the manager's organization. The Tier B manager and the Local Union President may jointly agree to delegate, in part or in full, the responsibility for these quarterly meetings where, in their opinion, such delegation would result in more meaningful dialogue between the parties.

It is agreed that the meetings contemplated under this letter may be face-to-face, by conference call, etc., as deemed appropriate by the individuals involved.

Although not intended to limit the scope of discussions between the Local Union President and Tier B manager (or their designates), areas which shall be reviewed include:

- Work contracted out by the manager's organization since the last meeting.
- Feedback on work which was contracted out (to highlight possible improvements or suggest alternatives).
- Work which is expected to be contracted out (with as much advance notice as practicable).
- Alternatives to the contracting out of work (e.g., utilizing Part-Time employees, more efficient utilization of available employees across districts/departments, etc.).

In discussions related to the contracting out of bargaining unit work, relevant considerations may include, but are not limited to, the type of work being contracted out, the availability of necessary skills and equipment, price and quality competitiveness, balancing out the amount of work required to be performed, etc.

The parties' wish is that these forums encourage a growing and meaningful dialogue at the operating level of the Company on the issue of contracting out.

Yours truly,

**Steve Desgagné**Chief Negotiator

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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

Month xx, 201x

Mr. Alain Portelance National Representative Unifor

Subject: T

**Training Programs Outside the Country** 

Dear Mr. Portelance:

This is to confirm our understanding that employees of the Craft and Services employees bargaining unit who, at the request of the Company, take courses or attend training programmes outside the country, remain covered by the bargaining unit during their attendance at such courses or programmes.

When employees are assigned to courses outside the country, the provisions of the Collective Agreement in effect at the time of the assignment shall continue to apply. It is agreed, however, that per diem allowances will be paid in U.S. dollars.

If the circumstances are such that the employer can not apply the provisions of section 23.12 of the Collective Agreement, the assignment will be on a voluntary basis unless the parties conclude a letter of agreement relating to the conditions applicable during this assignment, in which case all employees assigned to these courses or programmes will be covered by the conditions of this agreement.

In all cases, the employee will have thirty (30) days (as defined in section 14.01 of the Collective Agreement) from the date of his return to Canada to file a complaint or a grievance in virtue of the provisions of the Collective Agreement or, as the case may be, in virtue of the provisions of the agreement referred to in the previous paragraph.

Yours truly,

Steve Desgagné Chief Negotiator

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#### **EXHIBIT 143**

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 Bell

#### Month xx, 201x

Mr. Alain Portelance National Representative Unifor

Subject:

**Job Swaps** 

Dear Mr. Portelance:

This is to record the understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding "job swaps".

The parties have agreed to continue with the trial implementation of a program of job swaps which will permit two employees in the same occupation to apply to exchange locations provided each is fully qualified to perform the duties of the other's position. The job swap must result in the transfer (i.e., not reassignment) of the employees. When a relocation is arranged as a result of a job swap, the cost of the relocation will be borne entirely by the employee and that location becomes his reporting centre on the first day he reports.

A potential job swap must be initiated by the employees, requested by the Union and authorized by the Company. The Company's approval of a job swap will be subject to service requirements and its assessment of each employee's qualifications to perform the required work. Only employees whose performance on their existing job meets job requirements may be considered for a job swap.

Details regarding the job swap trial will be communicated to employees by the Union following consultation with the Company at the Joint Labour Relations Committee.

A job swap will be considered as an exception falling under the provisions of section 22.14 and will not be subject to the normal job filling procedures contained in the collective agreement. The Union agrees that no aspect of the job swap trial may be the subject of a grievance under Article 14. It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee as a result of the job swap trial.

Yours truly,

Steve Desgagné Chief Negotiator

#### **EXHIBIT 151**

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

Month xx 201x

Mr. Alain Portelance National Representative Unifor

Subject: Security Clearance

Dear Mr. Portelance:

This is to confirm the following:

As concerns with safeguarding business information grow, it is now common that our customers require that Bell Canada employees undergo various levels of security clearances prior to, or after the signature of an agreement for provision of services.

Considering that these customers are critical to the continued success of Bell Canada, it is necessary to ensure that, at any given time, a sufficient number of Craft and Services employees have the appropriate security clearance in order to be granted access to certain areas of our customers' business.

Requests for security clearances are the norm and cooperation in obtaining such requests are vital for our success. As a result, Unifor agrees that Bell Canada may request that Craft and Services employees undergo the level of security clearance required by our customers to perform work for them when it is for a reasonable purpose, in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

Sincerely,

Steve Desgagné Chief negotiator

#### **CONTRACT CLAUSE PROPOSAL**

#### **CRAFT AND SERVICES EMPLOYEES**

#### **ARTICLE 23**

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

#### **PRESENT**

#### **PROPOSED**

#### **Travel Allowance for Permanent Transfers and Reassignments**

23.01 (a) Where the notice referred to No Change in section 22.01 has been given and where an employee is permanently reassigned inside his headquarters.

- 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.
- 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.
- to a reporting centre (iii) 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. 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 paragraph (iii) or to change his residence in accordance with the provisions of

**PROPOSED** 

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 where an employee is permanently transferred to centre outside reporting 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 permanently 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 No Change tour of duty at his reporting centre, at a Plant Training Centre or at a job location, as directed.

- Where an employee 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:
- report to reporting centre, provided that he advises his manager in advance,

or

agree to report directly to the job location, as directed, in which case Company's Discretionary Expense Policy as amended from time to time shall apply.

**PROPOSED** 

23.03 Where an employee starts and No Change ends his tour of duty within the boundaries of his reporting locality, or when the employee is temporarily transferred or reassigned, travel allowance will not be paid.

23.04 (a) Except as otherwise provided No Change 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 location, who is permanently transferred or reassigned, 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:

AIRLINE DISTANCE FROM	DAILY
REPORTING CENTRE	TRAVEL
	ALLOWANCE
More than 2 but less than 7 km	\$ 9.58
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) Travel allowance shall only be paid in accordance with subsection 23.04 (a) where the employee is permanently transferred or reassigned and reports to a work location which is further from his home than his reporting centre.
- Except otherwise (c) as provided in sections 23.05 and 23.06, where an employee who is providing his own transportation to travel to his work 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 on a temporary basis, he shall be reimbursed for mileage in accordance with the Company's Discretionary Expense Policy amended from time to time.
- 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
- (b) the employee finishes work very late at night, or
- (c) inclement weather results in hazardous driving conditions, or
- (d) the employee does not have access to convenient public transportation.

**PROPOSED** 

No Change

**PROPOSED** 

23.06 Where an employee is required to No Change 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 in accordance with the Company's Discretionary Expense Policy as amended from time to time.

23.07 (a) Seven days notice 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.

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

#### Living and Transportation Expenses Paid

#### **Living Expenses**

- 23.08 Where an employee is required to travel on Company business and to remain away from home overnight, he shall receive living expenses as follows:
- (a) Reasonable and actual expenses for satisfactory, single occupancy room where it is available, and
  - a per diem allowance of
    - \$50.00 per calendar (i)

day,

**PROPOSED** 

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

(ii) \$12.00 if away over the breakfast 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.

(c) the per diem allowance referred to in subsection 23.08 (b) shall cover all expenses incurred by an employee who is required to travel on Company business except for local transportation and as otherwise specifically provided in this Article.

(d) When an employee is assigned outside the country, to take courses, attend training programs or perform work, the provisions of the Collective Agreement shall continue to apply. It is agreed, however, that per diem allowances will consider the expected reasonable cost of living outside the country. Employees will be reimbursed in Canadian currency at the exchange rate in place at the time the expense statement is processed.

If the circumstances are such that the employer can not apply the provisions of section 23.12 of the Collective Agreement, the assignment will be on a voluntary basis unless the parties conclude a letter of agreement relating to the conditions applicable during this assignment, in which case all employees assigned will be covered by the conditions of this agreement.

In all cases, the employee will have thirty (30) days (as defined in section 14.01 of the Collective Agreement) from the date of his return to his own country, to file a complaint or a grievance in virtue of the provisions of the Collective Agreement or, as the case may be, in virtue of the provisions of the agreement referred to in the previous paragraph.

**Transportation Expenses** 

#### **PROPOSED**

23.09 Transportation expenses means, subject to section 23.14, expenses incurred for transportation by common carrier or equivalent.

No Change

23.10 It is the Company's intention with No Change and transportation respect to living expenses that, except as provided in subsections 23.08 (b) and (c) and section 23.14, an employee be reimbursed on the basis that there will be neither financial loss or gain to the employee for reasonable expenses incurred.

23.11 Transportation expenses shall be No Change paid by the Company when an employee incurs such expenses on a job assignment except when an employee is being paid a travel allowance.

23.12 An employee on a job assignment No Change who is receiving living expenses, shall be entitled to a trip to and from his home once every week. Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent that such time is outside the time paid for work on that day. In addition, he shall be paid for transportation expenses.

23.13 The Company will pay for one No Change telephone call of reasonable length to such employee's home per day to a maximum of three per week.

23.14 Although the Company shall normally determine the means of transportation, an employee may elect to travel by a mode of transportation other than the one chosen by the Company. In such case, however, the employee is entitled to the transportation expenses and travel time that would normally have been incurred had he travelled by the mode of transportation determined by the Company but only to the extent of costs that would have been incurred and time that would have been spent between the first and last terminal of an airline company, inter-city bus company,

No Change

**PROPOSED** 

or inter-city railway company.

23.15 An employee, who takes sick or meets No Change with an accident while receiving living expenses from the Company, may be returned to his headquarters or established home within the Company territory at the expense of the Company.

23.16 An employee who, because of No Change sickness, remains at the hotel or boarding house at the Company's request, shall be entitled to living expenses.

23.17 An employee, whose living expenses No Change are being paid by the Company and who is quarantined, shall continue to receive such expenses until released.

23.18 An employee who is being transported in a Company-owned or leased vehicle shall return to his assigned reporting centre daily from all distances up to 72 airline km from that reporting centre. If working more than 72 airline km from his reporting centre, an employee may be asked to return to his reporting centre or remain at the distant location at the option of the Company. If required to remain at the distant location he shall be eligible to living expenses in accordance with section 23.08. An employee will not be asked to remain at the distant location for more than one night except in cases of emergency.

No Change

#### **CONTRACT CLAUSE PROPOSAL**

#### CRAFT AND SERVICES EMPLOYEES

#### **ARTICLE 19**

#### <u>OVERTIME</u>

#### **PRESENT**

**PROPOSED** 

**19.01** "Overtime" means the time worked No change by an employee:

- (a) in addition to his scheduled tour of duty 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.

No change

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

No change

19.04 (a) Day Tours

No change

An employee is entitled to a minimum of eight consecutive hours off the 24 hour period work during commencing with the start of his regular 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 nonscheduled 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

**PROPOSED** 

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

### Overtime Payments - Full-Time Employees

No change

No change

**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:

ertime

- (a) in excess of two hours in one week, or
- (b) on a Sunday without 48 hours' notice, or

**PROPOSED** 

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.

Except as otherwise provided in 19.06 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:

No change

Minutes <u>Worked</u>	Reported To Nearest <u>¼ 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.	etc.

19.07 A meal period shall not, except as No change 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.

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

No change

**PROPOSED** 

additional one 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.
- In addition to the hours for (c) which overtime will be paid under subsections 19.09 (a) and (b), 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.
- When an employee is called in to work overtime without 48 hours' notice, and the overtime work continues until the start of his scheduled tour, he shall be paid up to a maximum of four hours at time and one-half, from the time he was called to the time he actually reports for work.

No change

#### 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.

No change

19.12 A Part-Time employee, who works No change 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 No change worked the basic hours per week in a given week, payment for overtime worked:

**PROPOSED** 

- (a) in excess of two hours in one week, or
- (b) on a Sunday without 48 hours' notice,

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

19.14 Except as otherwise provided in section 19.13, where an employee has worked eight hours in a day and is required to work in excess of seven minutes of overtime, in accordance with section 19.11, 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:

Minutes <u>Worked</u>	Reported To Nearest <u>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.	etc.	

19.15 A meal period shall not, except as provided in section 18.15, be included in the calculation of overtime, in accordance with section 19.11, but shall not break the continuity of such overtime.

19.16 When an employee is required to work overtime, in accordance with section 19.11, 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.

# EMPLOYEE RECLASSIFICATIONS MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA

**AND** 

#### **UNIFOR**

#### REPRESENTING CRAFT AND SERVICES EMPLOYEES

It is understood that thirty-five (35) Regular Part-Time technicians in Field Operations 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. 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 xx<sup>th</sup> day of month 201x.

FOR THE

COMPANY

FOR THE

UNION

Steve Desgagné Alain Portelance

101 2

### WAGES AND WORKING CONDITIONS FOR NORTHERN SERVICE MEMORANDUM OF AGREEMENT BETWEEN

BELL CANADA

AND

**UNIFOR** 

#### REPRESENTING CRAFT AND SERVICES EMPLOYEES

The above parties have agreed as follows:

This Memorandum of Agreement covers the wages and working conditions of employees on assignment in Northern Localities.

#### **Definitions:**

- 1. The term "Northern Service" means any assignment of an employee, to work in a specified northern and remote location for a continuous period of at least two (2) weeks.
- 2. The term "Northern Allowance" means an allowance payable by the Company to employees working in a Northern Locality.
- 3. The term "Northern Locality" means any locality designated as follows:
  - a) Category "A" Northern Localities are those situated north of the 55<sup>th</sup> parallel of latitude, and without limiting the number of the foregoing, includes: Nunavik
  - b) Category "B" Northern Localities are those situated between the 55<sup>th</sup> and 51<sup>st</sup> parallel of latitude and, without limiting the number of the foregoing, include:

    Big Trout Lake, Pickle Lake, as well as all other locations the Company may designate as such during the term of the Collective Agreement.
- 4. The term "Living Conditions Allowance" means an allowance payable to an employee working in a Northern Locality when the conditions stipulated in paragraph 7 of this Memorandum of Agreement apply.

#### General

5. The Company agrees to advise the Union of the name of each Northern Locality additional to those listed in paragraphs 3 (a) and (b) of this Memorandum of Agreement and its category for purposes of determining the Northern Allowance that shall apply.

6. The Company agrees to advise the Union of the regular amounts of overtime assigned from time to time under the Single and Family plans for each locality. The amount of overtime hours to be assigned for the Single plan will not be less than fourteen (14) hours per week. The amount of overtime hours to be assigned for the Family plan will not be less than ten (10) hours per week.

- 7. The Company shall pay a Living Conditions Allowance when:
  - a) abnormal living conditions exist for instance where suitable lodging is not available to the Company on a rental basis, or;
  - b) an employee with the permission of the Company provides his own lodging, or:
  - c) the continuous attendance of the employee is required at the work location where no community exists at or near the work location.
- 8. An employee shall be paid a Living Conditions Allowance of \$10.00 for each night spent under conditions described in paragraph 7 of this Memorandum of Agreement.

#### Applicability of Certain Plans

- 9. Employees working in a Northern Locality may be eligible for the Family Plan, the Single Plan or Local Plan as described in paragraphs 10, 11 and 12 of this Memorandum of Agreement.
- 10. The Family Plan shall apply to an employee assigned to Northern Service with his family, provided his assignment is for a continuous period of at least three (3) years.
- 11. The Single Plan shall apply to an employee assigned to Northern Service without any family for a continuous period of not less than two (2) weeks.
- 12. The Local Plan shall apply to an employee hired in any Northern Locality, and headquartered in the same locality.

#### **Application of Certain Articles of this Agreement**

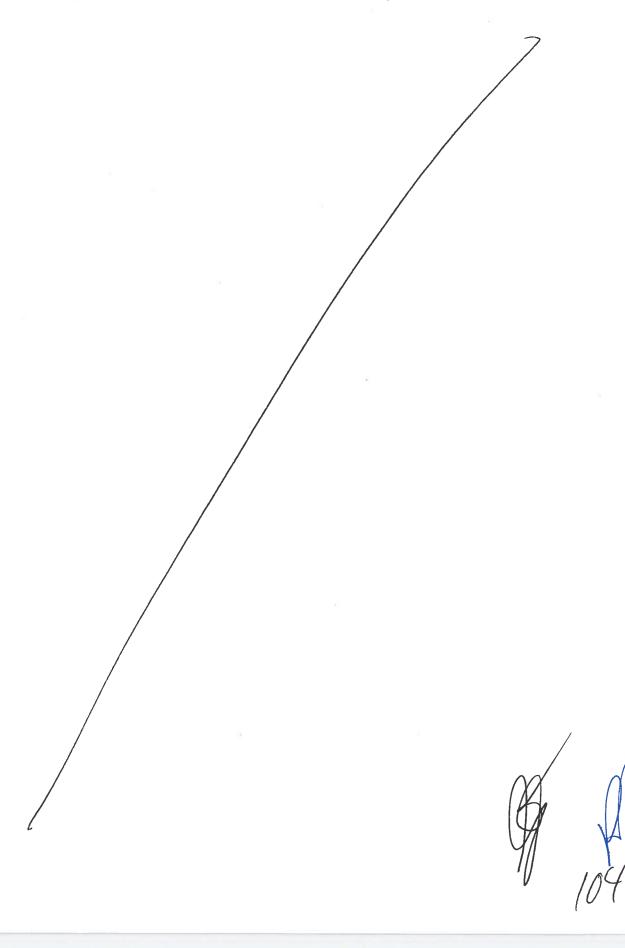
- 13. The basic hours of work, the basic rates of pay and associated wage administration and other working conditions set forth in the Collective Agreement shall apply to Northern Service, except insofar as varied by this Memorandum of Agreement.
- 14. Except for the provisions relating to Northern Allowance and Living Conditions Allowance as set out in this Memorandum of Agreement, it is expressly understood and agreed that the contents of this Memorandum of Agreement do not apply to an employee under the Local Plan; however, the contents of the other Articles of the Collective Agreement do apply to such an employee.

#### Wages

- 15. The full wages for an employee assigned to Northern Service shall include:
  - a) Basic Rate of Pay;
  - b) Northern Allowance payable in accordance with the category of the Northern Locality where the employee is based, and as set forth in paragraph 3 of this Memorandum of Agreement;

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c) Overtime as per Article 19 of the Collective Agreement.



16. The full wages may also include the Living Conditions Allowance outlined in paragraph 7 of this Memorandum of Agreement.

#### Wage Administration

- 17. The provisions of Articles 20, 21 and 25 of the Collective agreement as varied below, will apply to employees assigned to Northern Service as follows:
  - Regarding section 20.02 for Northern Localities outside Québec and Ontario, the Company will designate the day to be observed as a substitute for Remembrance Day;
  - In addition to the provisions of Article 21, the applicable Northern Allowance will be paid for each week of vacation actually spent in the Northern Locality;
  - c) An employee, absent due to sickness or quarantine prior to the eighth calendar day, who qualifies for payment under Article 25, shall be paid pursuant to paragraph 15 of this Memorandum of Agreement during the period of absence. If he does not qualify under the above mentioned Article, he shall be paid pursuant to paragraph 15 (b) of this Memorandum of Agreement only;
  - d) An employee under the Single or Family Plan shall be paid full wages for time spent travelling to and from Northern Service and his former headquarters or established home including travelling time at the commencement and end of vacations.
- 18. No part of the provisions of sections 18.18 through 18.26 of the Collective Agreement will apply to employees assigned to Northern Service.

#### Reimbursement for expenses

- 19. No part of the provisions of Article 23 of the Collective Agreement will apply to an employee assigned to Northern Service with the following exceptions:
  - a) Actual living and transportation expenses will be paid by the Company when the job assignment requires such expenses; and
  - b) An employee, who takes sick or meets with an accident while on Northern Service, may be returned to his former headquarters or established home if within the Bell Canada territory at the expense of the Company.
- 20. The weekly Northern Allowance payable to an employee shall be in accordance with the following:

Category of Northern Locality	Single or Family Plan	Local Plan
A	\$ 175	\$ 175
В	\$ 150	\$ 150
	<u> </u>	

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Signed at city this xxth day of month 201x.

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

**Alain Portelance** 

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#### Salary increases

December 1, 2016 - 1,75%

December 1, 2017 - 1,75%

December 1, 2018 - 2,00%

December 1, 2019 - 2,00%

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#### **EXHIBIT 161**

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

Month xx, 201x

Mr. Alain Portelance National Representative Unifor

Subject: Review Process for Disability Cases

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Dear Mr. Portelance:

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

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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. 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.

a brief written decision shall be rendered as quickly as the circumstances require and formal written reasons are not required.

Sincerely,

Steve Desgagné Chief Negotiator

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### MEMORANDUM OF A GREEMENT BETWEEN BELL CANADA

<u>AND</u>

**UNIFOR** 

#### REPRESENTING CRAFT AND SERVICES EMPLOYEES

Re: Paid Education Leave

Effective December 1, 2016, the Company agrees to pay into a special fund an amount of two cents (\$.02) per hour for regular hours to provide for a Unifor Paid Education Leave (PEL) program. Effective December 1, 2018 the amount shall be increased to three (\$.02) cents per hour.

Such payment will be remitted on a regular basis into a trust fund established by Unifor effective from the date of ratification. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program 205 Placer Court Toronto ON M2H 3H9

Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Company of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

Signed at city this xxth day of month 201x.

FOR THE COMPANY

FOR THE UNION

Steve Desgagné

**Alain Portelance** 

De 110

Subject : Printing of the Collective Agreement

#### Mr. Portelance:

This note confirms our discussion at the bargaining table for the renewal of the Bell Canada Craft and services Collective Agreement.

The Company agrees to have the Craft and services Collective Agreement printed in a company where employees are represented by Unifor as long as the distribution service and costs are comparable to those the Company pays using its current printers.

The Company will proceed with a request for proposal with its usual suppliers and with suppliers proposed by the Union.

According to the results of the request for proposal, the Company will decide to which supplier it will award the contract. Should the supplier's employees be represented by Unifor, the Company agrees to have the Union label on the cover and first page.

Sincerely,

Steve Desgagné

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Subject: Flame resistant and arc-rated insulated coveralls

#### Mr. Portelance:

This note confirms our discussion at the bargaining table for the renewal of the Bell Canada Craft and Services Collective Agreement.

Effective January 1, 2017, "insulated" coveralls will be available through the Bell Branded Clothing Program. This version, unlike insulated flame resistant and arc-rated coveralls, are <u>not</u> intended as personal protective equipment (PPE).

Local management will consult with the Corporate Health and Safety team for the purchase of flame resistant and arc-rated coveralls for technicians as required (ie. some cable and power roles).

Steve Desgagné

June 1