COLLECTIVE AGREEMENT

between

Bell Technical Solutions

Bell Technical Solutions Inc.

and



The Communications Energy and Paperworkers Union of Canada (CEP)

From May 2, 2011 to May 6, 2018

COLLECTIVE AGREEMENT

BETWEEN

BELL TECHNICAL SOLUTIONS

(Hereinafter referred to as "The Company")

And

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA (CEP)

(Hereinafter referred to as "The Union")

From: May 6, 2011 to May 6, 2018

The PRESENT AGREEMENT, made	in duplicate, this	June 2, 2011	. is concluded
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BETWEEN

BELL TECHNICAL SOLUTIONS, hereinafter called **"the Company"**, **OF THE FIRST PART**,

AND

THE COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP), hereinafter referred to as "the Union",
OF THE SECOND PART

BELL TECHNICAL SOLUTIONS WORK ORGANIZATION

The Company and the Union recognize their common interest to put in place conditions favourable to the development and profitability of the Company, which will, amongst other things, improve job opportunities. The parties jointly accept to use all practical means to ensure the development and profitability of the Company since they recognize the importance of quality and productivity in light of the competition and their ability to maintain market share.

In order to reach these objectives, the Company and the Union share the following values:

- Customer focus;
- > Importance of employees as resources;
- > Transparency with employees through ongoing communication;
- Commitment to promote the quality of products and services offered by the Company;
- Ongoing quality and innovation;
- Constructive exchanges between the Union and the Company in order to maintain harmonious and respectful labour relations;
- Versatility of employees in an ongoing learning environment;
- Positive human relations.

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ARTICLE 1 -

RECOGNITION AND SCOPE

- 1.01 The Company agrees to recognize the Union as the exclusive bargaining agent for all of its employees employed in the Province of Ontario save and except Operations Managers and persons above the rank of Operations Managers and save and except all office, clerical and sales employees.
- 1.02 Whenever a new job title is established during the term of this Agreement, the new job shall be covered by the present Collective Agreement and the parties agree to negotiate wages and working conditions for these new positions.

ARTICLE 2 -

WORK OUTSIDE THE PROVINCE

2.01 The parties shall agree beforehand on the work conditions and wages applicable to employees assigned outside the province. The agreement would have to be signed before the employee's departure. During such assignments, employees shall retain their right to the grievance procedure.

ARTICLE 3 -

DISCRIMINATION AND HARASSMENT

- 3.01 The Company shall not discriminate against an employee because of membership in the Union or because of activities authorized herein on behalf of the Union.
- 3.02 The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, colour, national origin, political affiliations with a legitimate political party or for exercising any of his rights under this Collective Agreement.
- 3.03 The Company and the Union are committed to working together to ensure a workplace that is free from harassment. The parties further agree that no employee shall be subjected to racial, sexual, personal or psychological harassment or shall be required to tolerate being subjected to such harassment while at work.
- 3.04 Use in this Agreement of the feminine or masculine gender shall be construed as including both male and female employees, and not as specific sex designations.

UNION DUES

4.01 Employees hired or transferred into the bargaining unit shall become and remain members of the Union.

All employees shall pay Union dues within thirty (30) calendar days of their hiring or transfer, as a condition of their employment.

- 4.02 The Company shall deduct Union dues for each pay period based on hours paid (excluding overtime hours) of all employees in the bargaining unit.
- **4.03** Regular Union dues are those determined by each Local as the dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.
- 4.04 The amount of the regular 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.
- 4.05 Within fifteen (15) calendar days following the end of each month, the Company shall remit to the Secretary-Treasurer of the Communications, Energy and Paper workers Union of Canada, by cheque, the amount so deducted, less any amounts paid by the Company on behalf of the Union.

In addition, the Company shall provide a list showing the amounts deducted from each employee, by Local. It is the responsibility of the Union to notify the Company of the Local to which each employee shall pay his dues.

GENERAL

- 4.06 The Company shall cease making such deductions when an employee is assigned to a position not covered by this Agreement, with the exception of employees who are assigned to a temporary or acting management position.
- 4.07 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 or on behalf of any employees, for amounts deducted from wages as provided in this Article.

HUMANITY FUND

- 4.08 a) The Company shall pay on behalf of all employees in the bargaining unit, an amount equivalent to one cent (1¢) per regular hour worked for the purposes of the Humanity Fund.
 - b) This deduction shall be processed on a monthly basis within fifteen (15) calendar days of the end of each month and be remitted to the account of the registered charitable organization designated as the CEP Humanity Fund.

- **5.01** The Union shall notify the Company in writing of the names of Union Officers and Union Stewards.
- There shall be one Union Steward per group of employees from the same Team Territory, or in each Town of the same Team Territory. The Union shall determine the number of Chief Stewards who may represent several groups of employees. The Company shall also recognize any employee elected to the position of Local officer.
 - b) Where a Union Steward is unable to represent the employees in his group, another Union Steward may be substituted in his place and the Company shall be so informed.
- **5.03** The Company agrees that permission for Representatives of the National Union to enter the Company's premises will not be unreasonably withheld.

LEAVE OF ABSENCE WITHOUT PAY

- 5.04 The Company shall grant an authorized leave of absence of between three months and one year, without pay, to any employee requesting such leave to assume full-time employment with the National Union.
- **5.05** a) Such leave of absence shall be renewed by the Company at the request of the National Union.
 - b) An employee on such a leave of absence shall continue to accumulate seniority to a maximum of three (3) years
 - c) The eligible employee who is granted such a leave of absence shall notify the Company of his intention to continue to participate in the benefit plans offered by the Company and if so, shall reimburse the contributions or premiums paid by the Company.

REPRESENTATIVES (VARIOUS FUNCTIONS)

5.06 The Union shall select one (1) employee in the bargaining unit, who will maintain the current rates of pay and enjoy the same benefits of employment as he would within his regular assigned duties. He shall have full recall rights to the job he left.

The Union and the Company agree to meet in order to define the roles and responsibilities of the selected employee working on behalf of the Union.

GRIEVANCES

- 6.01 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, without deduction of the time so occupied in the computation of the time worked for the Company, and without loss of wages.
 - b) Union Stewards and/or Chief Stewards may handle grievances or attend meetings with Company Representatives during their scheduled working hours without deduction of the time so occupied in the computation of the time worked for the Company, and without any loss of wages.

OTHER UNION BUSINESS

- 6.02 a) A Union Steward, a Chief Steward or a Local Officer may take part in other Union business without deduction of the time so occupied in the computation of time worked for the Company. Such time off shall not be paid.
 - b) However, the Company shall pay the Union 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 Union business. Any amount so paid, including wage contributions payable by the employer, shall be deducted from Union dues according to Article 4.05. A statement of account will be sent to the Union at the time of payment.
 - c) The Union shall not be required to provide the Company with an explanation for time off requested for Union business that will be billed by the Company to the Union (OXP). Such time off shall be requested in accordance with Article 6.04. The provisions under Article 6.03 shall not apply.

GENERAL

- 6.03 The employee, Union Steward, Chief Steward or Local Officer must arrange with his Operations Manager, subject to service requirements, for all time off the job required. If such time off cannot be granted for the requested date, the Operations Manager will provide an alternate date within seven (7) calendar days of the original requested date, or three (3) calendar days of the original requested date in the cases of grievances arising as a result of employee suspension or termination.
- 6.04 The time requested pursuant to this Article shall be made on a form provided by the Company. This form will be used to prepare the statement of account, which shall be remitted to the National Union.

STRIKE AND LOCKOUT

7.01 During the term of this agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slow-down, strike or any other stoppage of or interference with work that would cause any interruption of work.

ARTICLE 8 –

DEFINITIONS

EMPLOYEE

- **8.01** For purposes of this agreement when the term "Employee" is used, it is defined as Cable Puller, Logistics Attendant, Technician or any other job title created under Article 1.02.
 - i) When the term "Regular Employee" is used, it is defined as "Regular Full-Time" employee and "Transitional Regular-Part Time" employee.
 - ii) "Transitional Regular-Part Time" employees are covered by Letter of Agreement # 13.

FULL-TIME

- **8.02** For purposes of this agreement when the term "Full-Time" is used alone, it encompasses three levels: Regular Full-Time 1, Regular Full-Time 2, and Regular Full-Time 3.
- **8.03** "Regular Full-Time Employee" is defined as an employee who has Regular Full-Time status and who works forty (40) hours per week.

PART-TIME

- **8.04** For purposes of this agreement when the term "Part-Time" is used alone, it encompasses Regular Part-Time and Senior Part-Time.
- **8.05** a) "Senior Part-Time" is defined as a person hired as an employee and who is on call, according to the Company's needs and as identified as per Letter of Agreement 7.
 - b) "Regular Part Time" is defined as a person hired as an employee and who is on call, according to the Company's needs,

APPRENTICE

8.06 "Apprentice" is defined as a newly hired Regular Part-Time employee or Student, who is subject to a learning curve for skill development.

STUDENT

"Student" is defined as an employee who is enrolled in an educational program with limited availability for work and/or who may be available mainly during the summer months.

PROBATIONARY PERIOD

8.08 The probationary period for a new employee includes the basic training period, which encompasses in-class training and the one-on-one mentoring period, plus four hundred and eighty (480) regular hours worked immediately following the basic training period.

However, in an exceptional circumstance, if agreed upon by the Union in writing, the Company may extend the probationary period. The maximum length of extension is two hundred and forty (240) regular hours worked.

During the probationary period, the employee may be terminated for any reason at the sole discretion of the Company. The Company will inform the Union of their reason for termination.

TEAM TERRITORY

"Team Territory" defines the grouping of towns under a specific Operations Manager's control or the grouping of employees by Operations Manager as described in Appendix "B". For the purpose of Article 20 "Team Territories" defines the grouping of towns described in Appendix "E".

SERVICE TERRITORY

8.10 "Service Territory" defines the grouping of towns described in Appendix "C".

ADJACENT SERVICE TERRITORY

8.11 The term "Adjacent Service Territory" defines the grouping of towns described in Appendix "D".

ARTICLE 9 -

SENIORITY

SENIORITY

- **9.01** a) Seniority is equal to the length of continuous service accumulated from the date of hiring.
 - b) Seniority for all employees is determined from their date of hiring.
 - c) Notwithstanding Article 9.01 b) seniority for Part-Time employees will not apply for the choice of hours of work or days of work as per Article 16.01 e) and application of Article 16.04 b) i.

SENIORITY (cont'd.)

- **9.01** d) If two or more employees have the same seniority, the one having the lower employee number shall be deemed to have the higher seniority.
 - e) Notwithstanding the above, Students will not acquire seniority.
- 9.2 Any employee hired before December 31, 1997 and who was employed by Bell Canada between October 1, 1995 and December 31, 1997, shall retain his seniority accumulated with his former employer. This seniority shall be added to the seniority accumulated since his hiring date. However, this provision shall apply only to:
 - Choice of hours and days of work (in accordance with Article 16);
 - Determine the right to and choice of vacations;
 - In the case of transfers

SENIORITY LIST BY TEAM TERRITORY

9.03 The Company agrees to establish and post on bulletin boards and it's Intranet during the months of January, April, July and October, the employees' seniority list and a separate student list by Team Territory.

The Union Steward shall receive a copy of said lists.

NOTICE TO THE UNION

9.04 The Company shall notify in writing within seven (7) calendar days the Union Local and the CEP Notification email address of any hiring, reclassification, apprentice graduation, permanent transfer, and temporary transfer of more than fifteen (15) calendar days, or of a promotion to a management position.

The Company further agrees to notify the Union Local and the CEP Notification email address of any retirement, resignation, the death of an employee, or of any authorized leave of absence of more than fifteen (15) calendar days.

RETURN TO THE BARGAINING UNIT

- 9.05 a) An employee, who takes a non-management job within the Company, but outside the bargaining unit, may return to his unit within eighteen (18) months of his assignment. For the purpose of this Article all time frames shall be considered cumulative during the term of the agreement.
 - b) An employee accepting a management position may do so for a period of up to nine (9) months per calendar year, however this period may be extended for subsequent times with written agreement between the Company and the Local Union or Local Unions involved.
 - c) During this period the employee shall continue to pay dues and accumulate seniority within the bargaining unit.

RECALLING PART-TIME EMPLOYEES

9.06 a) A Part-Time Employee, who is laid off shall be placed on a recall list for Part-Time employees.

This recall list will be maintained by Service Territory in order of seniority and employee shall remain on the list for a maximum of one (1) year from the end of his last day of employment.

Employees terminated for disciplinary reasons or terminated during the course of the probationary period will not be placed on this list.

- b) Prior to hiring any employee within a Service Territory, the Company shall offer the position to the Part-Time Employee with the most accumulated seniority who is qualified to perform the work and whose name is on the recall list within that Service Territory.
- c) It is the responsibility of the Part-Time employee who wishes to be recalled to keep the Company informed of his correct address and telephone number by notifying the Human Resources Services of any and all changes.
- d) The laid off employee shall notify the Company within five (5) calendar days of the recall proposal as to his acceptance. The employee shall have ten (10) calendar days from the date of the recall proposal to report for duty unless an alternate date is mutually agreed upon.
- e) Any relocation expenses related to the laid off employee accepting the recall proposal shall be borne by the employee concerned.

ARTICLE 10 -

MAJOR FORCE ADJUSTMENT

- 10.01 Where any condition arises which reduces the workload in an entire Service Territory or multiple Service Territories, to the extent that, in the Company's opinion, force adjustment is warranted, the Company and the Union shall endeavour to reach an agreement as to whether a plan of part-timing, temporary transfer, layoffs, or a combination of the three shall be put into effect.
- 10.02 Where the parties are unable to reach an agreement as to a plan to avoid layoffs within a period of seven (7) calendar days after the matter has been submitted to the Union, the Company may proceed on a plan of layoffs to the extent that it deems necessary.

10.03 It is, however, expressly understood that if the Company adopts a layoff plan at the expiration of the seven (7) calendar day period, negotiations aimed at coming to an agreement relating to a force adjustment shall be resumed at the request of either party. Similarly, after agreement has been reached as to a plan of force adjustment, either party may resume negotiations at any time in an effort to bring changes to the plan which has been adopted or to discuss the relevance of assignments and hours of work provided to employees in the application of Article 10.12.

FORCE ADJUSTMENT SENIORITY - FULL-TIME EMPLOYEES

- **10.04** Seniority is equal to the length of continuous service accumulated from the date of hiring for:
 - Designating surplus employees;
 - Bumping procedures;
 - Layoffs;
 - Recalls

However, all Bell Canada Craft and Service Employees hired by the Company between February 12, 1996 and May 31, 1996 will retain their Bell seniority for the purpose of:

- Designating surplus employees;
- Bumping procedures;
- Layoffs;
- Recalls
- **10.05** Should the need to reduce the number of employees arise, the Company shall proceed in the following order:
 - the Company shall cease employing all Students and Part-Time Employees within a Service Territory;
 - b) the Full-Time employee having the least seniority within the Service Territory shall be designated as a surplus employee.

BUMPING

- **10.06** a) The Full-Time employee who is designated as a surplus employee in his Service Territory may, in the following order:
 - replace a Part-Time Employee in the Adjacent Service Territory, as set out in Appendix "D";
 - ii) bump the Full-Time employee having the least seniority in the Adjacent Service Territory, as set out in Appendix "D";
 - iii) replace any other Part-Time Employee in the bargaining unit;
 - iv) be laid off;

- b) The surplus employee may choose to be laid off at any time during the process.
- c) Any full-time employee who replaces another employee as a result of the application of Article 10.06 a) will maintain his status. However, the employee's hourly rate will be frozen at his current step until the maximum hourly rate of his new job title exceeds his current hourly rate.
- 10.07 The full-time employee who has been bumped in accordance with the provisions of Article 10.06 a) ii) may, in his turn, have recourse to the bumping provisions set out in Article 10.06.
- **10.08** A full-time cable puller or full-time Logistics Attendant may only bump a technician with less seniority provided he meets the job requirements.
- **10.09** In all cases, relocation costs shall be borne by the employee concerned.

SENIORITY LIST

10.10 In the event of a layoff, the Company shall remit to the Union, within seven (7) calendar days, a revised seniority list.

LAYOFF NOTICE (LESS THAN 13 WEEKS)

10.11 a) A full-time employee who is laid off for a period of less than thirteen (13) weeks shall receive a written layoff notice of two weeks.

If the Company does not give the required notice, it shall pay the employee compensation equal to his regular wages, not counting overtime, for the remaining period of notice to which he was entitled.

A copy of the layoff notice shall be submitted to the Union.

b) A full-time employee who is laid off for a period of thirteen (13) weeks or more shall receive a written layoff notice in accordance with the applicable labour laws.

The Union shall receive a copy of the layoff notice. If the Company does not give the required notice or gives a notice without a sufficient time limit, it shall have to pay the employee compensation equal to his regular wages, not counting overtime, for a period equal to the notice or the time left to which he was entitled.

AVAILABILITY OF HOURS OF WORK

10.12 The Company shall give a laid-off Full-Time employee the possibility of working all available hours within his Service Territory before using a Part-Time Employee or Student within that Service Territory.

In this case, the employee is considered as a Regular Part-Time Employee, but his salary will be maintained at the hourly rate that he had at the time of his layoff.

RECALL PROCEDURE

- 10.13 a) Surplus, laid-off or bumped Full-Time Employees shall be placed on a recall list for their originating service territory. These employees shall remain on the list for a period of three (3) years from the date of their last layoff.
 - b) The recall list shall be established and maintained in seniority order by Service Territory.
 - c) Recall of employees shall be made on a seniority basis within the Service Territory. The recalled employee must be qualified to perform the work available.
 - d) When the Company wishes to recall a Full-Time employee, it shall send a recall notice, by registered mail, to the employee's last known address. The Company may recall employees by telephone in the presence of a Union Representative before sending the recall notice.
 - e) The date of the recall notice shall be the date of mailing of a registered letter to the Full-Time employee's last address on record with the Company. If the recall notice is communicated by telephone the date of the recall notice shall be the date on which personal contact is made with the laid off Full-Time employee.
 - f) It is the responsibility of the laid off Full-Time employee who wishes to be recalled to keep the Company informed of his last address and telephone number by notifying the Human Resources department of any change.
 - g) The Full-Time employee shall notify the Company of his decision regarding the recall proposal within seven (7) calendar days following the date of the recall notice and shall return to work within fifteen (15) calendar days of the date of the recall notice unless an alternate date is mutually agreed upon.
 - h) The Full-Time employee on a recall list may accept a position in another service territory and retain his recall rights according to Article 10.13 (a).

HEALTH AND SAFETY

- 11.01 Both parties recognize the need to ensure the safety and protection of the health of all employees. Within six (6) months of the signature of this Collective Agreement, the Company and the Union Health and Safety Representative will negotiate new Terms of Reference related to Health and Safety, Prevention and its administration. These Terms of Reference and any future Terms of Reference are subject to the grievance and arbitration process.
- **11.02** An employee may refuse to work if he deems such work may be dangerous to himself or others.
- 11.03 The Company shall supply at it's expense any equipment or safety clothing which it requires existing or newly hired employees to wear or use.

HEALTH AND SAFETY COMMITTEE

- 11.04 There shall be local committees responsible for the health and safety at work of employees. These committees shall be composed, in equal numbers, of employees and Representatives from the Company. Health and Safety Committees are ruled in conformity with the applicable law.
- 11.05 Whenever an official investigation is held following a work accident, the Union Health and Safety Representative, or in his absence the trained local Union Steward, shall attend the investigation meeting and the hearing of witnesses. The Union will supply the Manager with an updated list of Health and Safety trained Union Stewards. This Article shall not require the Company to move a trained steward from one team territory to another to assist in these investigations.

ARTICLE 12 -

DISCIPLINARY OR NON-DISCIPLINARY ACTION

- **12.01** Where disciplinary or non-disciplinary action is taken, the Company may, for just cause, give verbal counselling, written warning, suspend, demote or dismiss the employee.
- 12.02 The Union Steward shall be present when disciplinary or non-disciplinary action, including verbal counselling, is taken or handed out. However, the employee may refuse to be accompanied by his Union Steward at the meeting preceding the handing out of the disciplinary or non-disciplinary action.

Such disciplinary action should be handed out within thirty (30) calendar days from the time management knew or reasonably ought to have known of the events leading to the disciplinary action.

- **12.03** The Company shall notify immediately, in writing, the employee and his Steward of the imposition of any disciplinary or non-disciplinary action taken against him and give the specific reasons for such action.
- 12.04 All disciplinary and non-disciplinary actions above the level of verbal counselling shall form the disciplinary record of that employee and any action dating more than eighteen (18) months shall be removed from his disciplinary record.
- **12.05** An employee is entitled to consult his disciplinary record on request. He may, in this instance, be accompanied by his Union Steward.
 - Where the employee grieves the imposition of discipline, a Union Steward may consult the disciplinary record of the employee
- 12.06 The term "Verbal counselling" does not include the day-to-day discussions between the Operations Manager and the employee. Verbal counselling shall not be considered as discipline and shall not form part of the disciplinary record.

ARTICLE 13 -

GRIEVANCES

DEFINITIONS

GRIEVANCES

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

GRIEVOR

«Grievor» means the employee concerned, a group of employees, a Union Local or the National Union.

GRIEVANCE PROCEDURE

STEP 1

- 13.02 A grievance shall be submitted within forty-five (45) calendar days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance, to the Operations Manager by:
 - 1) The Union Steward and the grievor or the Union Steward alone.
 - 2) The Operations Manager, receiving a grievance submitted in accordance with the above, shall acknowledge its receipt by signing the grievance form and recording the date the grievance was submitted.

- 13.02 In the case of a grievance arising as a result of an employee termination, the grievance may be submitted directly to the Regional Manager at Step 2.
- 13.03 The Operations Manager shall convene a meeting and render his decision orally within seven (7) calendar days of receipt of the grievance. He shall sign and date the grievance form.

STEP 2

- 13.04 Where the grievance has not been settled at Step 1, it may be submitted to the Regional Manager by the Union Steward or the Chief Steward within fifteen (15) calendar days of the disposition of the matter at Step 1.
- 13.05 The Regional Manager shall meet with the Chief Steward, the Union Steward and the grievor, and shall render his decision within fifteen (15) calendar days of being advised of the grievance. He shall also enter a written statement of position.
 - a) A National Union Representative may participate in Step 2 of a grievance
 - b) The Regional Manager may ask another member of the management team, to participate in Step 2.

STEP 3

13.06 All grievances that have not been settled at Step 2 may be submitted to the Human Resources Associate Director by the National Union Representative within thirty (30) calendar days following the decision received at Step 2.

The Human Resources Associate Director must meet the National Union Representative and the Chief Steward, and render his decision within thirty (30) calendar days after the presentation of the grievance. He shall also reply in writing and include a written statement of position on the grievance.

The Human Resources Associate Director may, if he so wishes be accompanied by another manager.

NATIONAL UNION GRIEVANCES

- **13.07** a) The National Union may submit grievances which are general in nature and for which a general remedy is sought.
 - b) Such a grievance shall be submitted to the Director Human Resources by a National Union Representative within forty-five (45) calendar days from the time the National Union knew or reasonably ought to have known of such event.
 - c) The Director Human Resources shall meet with the National Union Representatives or Officers as soon as practicable and render his decision, in writing, within fifteen (15) calendar days of the meeting. Another member of management named by him may attend the meeting.
 - d) This procedure shall not be used for processing individual grievances.

TIME LIMITS

- 13.08 Any grievance not submitted within the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or re-opened. If the Company fails to respond or if a grievance is not settled at Steps 1 or 2 within the prescribed time limits, the grievor may proceed immediately to the next step.
- **13.09** The time limits may not be extended except by written consent of the two parties.

GENERAL

- **13.10** The grievance shall be submitted in writing and shall include:
 - a) the grievor's name and occupation
 - b) the date of the event giving rise to the grievance
 - c) the nature of the grievance
 - d) the settlement sought
 - e) the Article(s) alleged to have been violated
 - f) the Grievance number
- **13.11** Any grievance settlement shall give rise to a written agreement signed by the parties, such an agreement being an individual case which cannot be used as a precedent by either of the parties.
- **13.12** Where a grievance is not settled, it may be referred to Arbitration.

ARTICLE 14 -

ARBITRATION

- 14.01 Where the Union wishes to submit a grievance to arbitration, it shall advise the Associate Director of Human Resources in writing within thirty (30) calendar days following the date of the decision at Step 3 or, of the Director Human Resources' decision in the case of a National Union grievance, was or should have been rendered, and then:
 - i) Within the next sixty (60) calendar days, the Union shall provide in writing to the Associate Director of Human Resource the names of three persons it is prepared to accept to act as a single Arbitrator.
 - ii) Within the next thirty (30) calendar days, the Company shall decide with the Union on the choice of an Arbitrator.
 - iii) Following the agreement on the choice of an Arbitrator, the parties are expected to meet within the next sixty (60) calendar days, in an attempt to find a mutually acceptable solution to the matter in dispute.

- 14.02 Where the parties fail to come to an agreement on the choice of an Arbitrator, either party may apply to the Federal Mediation Services to appoint an Arbitrator.
- 14.03 The decision of the Arbitrator is without appeal and shall be binding on the parties. The decision shall be governed by the provisions of this Agreement and the Arbitrator has no jurisdiction to modify, strike out or add to the Agreement.
- **14.04** Each party will pay one half of the fees and expenses of the Arbitrator.
- 14.05 With mutual agreement between the Associate Director of Human Resources and the CEP National Representative, a grievance that is not settled at the Third Step may be submitted for mediation at the Canadian Industrial Relations Board (CIRB) before being referred to arbitration.

In such case, time limits will be extended accordingly.

ARTICLE 15 -

REMUNERATION

WAGES

- 15.01 The hourly wage rates valid until May 6, 2018 are specified in the wage schedule set out in Appendix "A".
- 15.02 The time interval between each step of the wage schedule and the progression from one step to the next is specified in Appendix "A".
- **15.03** Subject to Article 1.02, the job titles of all employees are "technician", "cable puller" or "Logistics Attendant".
- **15.04** a) The Product Promotion Program and incentives paid via this program will be those set out in Appendix "F"
 - b) The Company and the Union will jointly define the applicable rules of all new incentive compensation programs that could be introduced during the term of this Collective Agreement.

PAY DAYS

15.05 The pay period shall be two (2) weeks, and ending Saturday. An employee shall be paid on the second Wednesday following the pay period. The pay shall include remuneration for overtime work and other additions within the pay period. Pay will be adjusted for unpaid absences, which occurred during such pay period.

- **16.01** a) «Basic hours of work» means the number of hours worked per day and per week as established by this Article.
 - b) With the exception of Split-Shift, the arrangement of hours for all tours of duty shall be composed of consecutive hours and established by the Company. Such hours and tours will be posted on an eight (8) week schedule.
 - c) The hours of work may be assigned to a tour of duty on any day of the week according to the requirements of the job.
 - d) « Split Shift» means either:
 - a work day of 8 hours with (four (4) hours in the morning and four hours (4) in the evening), and may be scheduled between the hours of 7:00 a.m. and 9:00 p.m., or
 - a work day of 10 hours with five (5) hours in the morning and five (5) hours in the evening), and may be scheduled between the hours of 7:00 a.m. and 9:00 p.m.

Both shifts require a rest period of a minimum of three (3) hours between morning and evening shifts.

The maximum number of employees who work split-shift shall be limited to 25% of the employees in the common locality.

e) The choice of hours of work and days of work shall be established by the Team taking into consideration the requirements of the job and the need of regular employees on all tours. If the Team is unable to come to an agreement, seniority shall apply according to the requirements of the job.

When the eight week schedule is issued, the Local Chief Steward may consult with the Region's HR Advisor in order to review issues that may arise.

For application of this section, when more than one Team Territory exists in a common locality, as specified in Appendix "B" (example 416 East), all Team Territories will be considered as a single Team.

- f) Subject to the conditions stated in Article 17, no employee shall work more than twelve (12) consecutive days against his will.
- g) For tours of duty beginning between six o'clock (6:00 am) and twelve noon (12:00 pm), the meal period shall be of one (1) hour unpaid and taken at or around the middle of the tour unless agreed upon differently between the employee and his Operations Manager. If the Company is offering overtime, the employee may take a 30 minute lunch upon authorization from his Manager.

For tours of duty starting after noon (12:00pm) but before six o'clock (6:00am) a meal period of twenty (20) minutes shall be considered as part of the day's normal working hours.

16.01 h) An employee shall be granted a relief period of no more than fifteen (15) (cont'd.) minutes around the middle of each half tour of duty.

FULL-TIME EMPLOYEES

- 16.02 a) The basic hours of work for a Full-Time employee shall be eight (8) hours. However, when job requirements dictate, a Full-Time employee may work ten (10) hours per day when mutually agreed upon by the employee and his Operations Manager.
 - b) The basic hours of work for a Full-Time employee shall be forty (40) hours per week on the basis of five (5) days. However, the basic hours may be averaged over a two (2) week period on the basis of ten (10) days totalling eighty (80) hours. Whenever four (4) days of ten (10) hours are scheduled as per Article 16.02 (a), the basic hours may also be spread over a two (2) week period consisting of eight (8) days of ten (10) hours.
 - c) The Company will not force any Full-Time employee to accept a split-shift position. In the event a Full-Time employee accepts such position, it is understood he will work the same number of Saturdays or weekends based on his seniority and classification.
 - In the event a Full-Time employee requests to return to a schedule other than split-shift, the employee will be required to give the Company at least two (2) weeks notice prior to the next eight (8) week schedule, according to Article 16.01 b).
 - d) The Company must give seven (7) calendar days notice before changing the basic work schedule of a Full-Time employee.
 - e) Where a Full-Time employee does his normal tour of duty spread over a two (2) week (80 hour) period, his rest day shall be consecutive to another rest day.
 - f) RFT-1 employees shall not be scheduled on Sundays or on two (2) consecutive Saturdays.
 - RFT-2 employees shall not be scheduled on two (2) consecutive weekends.
 - RFT-3 employees shall not be scheduled more than six (6) out of eight (8) weekends, in an eight (8) week schedule period as specified in Article 16.01 b).

- **16.03** a) i) The Company may reduce the hours of work to thirty-six (36) hours per week for Full-Time employees in a given Team Territory.
 - ii) When multiple Team Territories exist in a common locality as specified in Appendix "B" (example 416 East), the hours of work will be reduced in all Teams Territories in the common locality.
 - b) The Company shall always give a seven (7) calendar day notice before reducing the hours of work to thirty-six (36) hours per week. The Company shall give a seven (7) calendar day notice whenever it intends to return to the normal work week. However, if the Team agrees the Company may return to the normal work week without the seven (7) calendar day notice.
 - c) Where the Company decides to reduce or go back to normal hours of work, it shall do so for a period of two (2) weeks.
 - d) i) While the hours of work are reduced in the application of Article 16.03 a), the Company shall offer available hours of work to Full-Time employees before offering such hours to Part-Time employees providing that Part-Time employees have worked their hours according to Article 16.04 e) and that the offering of such hours does not generate overtime.
 - ii) The offering of such available hours shall be within a Team Territory or Territories where multiple Team Territories exist within a common locality.
 - e) During the reduction of hours, the employee may choose one of the outlined options. The employee must remain on his chosen shift for the duration of the reduced hour period.
 - i) Four (4) days of nine (9) hours per week
 - ii) Nine (9) days of eight (8) hours per two (2) weeks
 - f) Where a Full-Time employee works four (4) days per week of nine (9) hours per day, the additional rest day shall be scheduled on a rotation basis from Monday to Friday during the following weeks.

SENIOR AND REGULAR PART-TIME EMPLOYEES

- 16.04 a) The Company shall determine the hours of work per day and days per week for all Part-Time employees. These hours per day should be spread, over a shift of eight (8) consecutive hours or a shift of ten (10) consecutive hours as per the needs of the Company. Excess hours, beyond the ten (10) hour shift; may be worked upon an agreement with the employee.
 - b) i) Hours of work offered to Part-Time employees shall be equitably distributed within a Team Territory. Where multiple Team Territories exist in a common locality, as described in Appendix "B" (example 416 East), the hours of work will be equitably distributed throughout all Team Territories in the common locality taking into consideration the requirements of the job.
 - ii) Notwithstanding Article 16.04 b) i), the Apprentice will not be included in the equitable distribution of hours during the time of the basic training period, which encompasses in-class training and one-on-one mentoring.
 - iii) Student employees will be subject to equitable distribution of hours as per Article 16.04 b) i) only during the period of May 1st to Labour Day. From the day after Labour Day to April 30th, only remaining available hours will be offered.
 - c) The equitable distribution of hours will be evaluated over a period of sixteen (16) weeks. The Company will provide a report to the Union in order to assist in the evaluation of the equitable distribution of hours.
 - Upon request, the Company will also supply a report which identifies all hours worked, including shifts worked during a given two week pay period. It is understood that time spent required to evaluate or analyze this report will not be paid by the Company.
 - d) Part-Time employees called to work the same day, shall be paid a minimum of four (4) hours. However, if he is notified beforehand, he shall be paid a minimum of eight (8) hours.
 - e) Part-Time employees will be offered minimum days of work as follows:
 - During the period of June 1st to October 31st of each year, Part-Time employees will be guaranteed four (4) days of work per pay period.
 - ii) During the period of November 1st to May 31st of each year, Part-Time employees will be guaranteed two (2) days of work per pay period.
 - iii) At least two (2) guaranteed work days per pay period for Part-Time employees, will be on a Saturday or Sunday.

16.04 f) Part-Time employees will be granted one scheduled rest day during the week.

- g) In the event the Company creates a Split-Shift according to Article 16.06, the following conditions shall apply:
 - It is agreed Part-Time employees accepting split-shift positions will work at least one Saturday or Sunday and be scheduled up to four (4) days from Monday to Friday on split-shift.
 - ii) Part-Time employees working a split-shift may work more hours than other Part-Time employees, in which case Articles 16.04 b) i), 16.04 c) and 16.01 e) do not apply.
 - iii) In the event where an employee requests to return to a schedule other than a split-shift, this request shall be granted upon an agreement between the manager and the employee and a return date shall be established.
- 16.05 a) The Company may establish Part-Time Logistics Attendant positions in each region which will not be included in the equitable distribution of the hours as per Article 16.04 b) i). However, if there is more than one Part-Time Logistics Attendant within the same work center, there shall be an equitable distribution of hours between each Part-Time Logistics Attendant.
 - b) Notwithstanding the application of Article 16.04 a) the Company may establish in each work center one (1) Regular Part-Time Logistics Attendant position who will work a four (4) hour schedule per day.

SPLIT-SHIFT POSITIONS POSTING

16.06 In the event the Company creates split-shifts within a given Team Territory or Common Locality, the Company shall:

- i) Post available positions by Team Territory or Common Locality for a period of fifteen (15) calendar days.
- ii) Select by seniority, employees who meet requirements of the job.
- iii) Post list of selected candidates in the work centre, Company Intranet and a copy of such list will be given to the Union Steward.

Where no internal candidates are qualified, interested or available to fulfill the position(s), the Company may recruit externally into Part-Time positions only.

It is understood that no employee will have his status changed as a result of volunteering to work the split-shift

- **17.01** "Overtime" for Full-Time Employees is defined as the hours worked:
 - (a) in addition to eight (8) hours per day or to nine (9) hours per day in periods of reduction or ten (10) hours per day whenever such a shift is used as provided for by Article 16.
 - (b) in addition to forty (40) hours per week or eighty (80) hours within a two week period as per Article 16.02 b).
- **17.02** "Overtime" for a Part-Time Employee is defined as the hours worked
 - a) in addition to ten (10) hours per day
 - b) in addition to forty (40) hours per week
- **17.03** According to the requirements of the job, overtime hours are offered to volunteer employees by seniority.
- 17.04 In the event that there are not enough volunteers, the Company shall, according to the requirements of the job, assign overtime within the team in the following order:
 - 1) Assign RPT employees up to eight (8) hours of overtime per week
 - 2) Assign SPT employees up to eight (8) hours of overtime per week
 - 3) Assign RFT employees in reverse order of seniority
- 17.05 a) In addition to voluntary overtime, the Company may, according to the requirements of the job, assign a Full-Time employee to work eight (8) overtime hours per pay period.
 - b) Notwithstanding Article 17.05 (a), the Company agrees to give as much advanced notice as possible that an RFT-1 may have to work assigned overtime. In any case, for RFT-1 the number of overtime hours will be limited as follows:
 - i) In the year 2011, RFT-1 employees will be limited to a maximum of forty-eight (48) required overtime hours for that calendar year.
 - ii) In the year 2012, RFT-1 employees will be limited to a maximum of twenty-four (24) required overtime hours for that calendar year
 - iii) As of the year 2013, RFT-1 employees will be limited to a maximum of sixteen (16) required overtime hours per calendar year.
 - iv) When a RFT-1 employee has worked a total of eight (8) hours of voluntary overtime in a pay period, the employee will not be required to work additional overtime hours during that pay period. The Company will not force such employee to work more than the maximum hours authorized by the Law.

- 17.06 Notwithstanding Article 17.03, where it is urgent to restore service for customers or where other circumstances endanger the safety of customers or the public, compulsory overtime may be assigned to an employee in excess of eight (8) hours per employee in one week. The Company will give first consideration to the most senior employee who will volunteer in the Town or the Team Territory. In the event that there is no volunteer, the Company shall choose the employee with less seniority in the Town or the Team Territory.
- **17.07** The employee who works overtime shall have two (2) options:
 - a) be paid at his normal hourly rate of pay multiplied by one and one half times for each overtime hour worked; or
 - b) accumulate hours in a compensating time off bank at the rate of one and one half hour for each overtime hour worked up to a maximum of three hundred (300) hours banked.
- 17.08 a) Overtime hours accumulated in the compensating time off bank may be used at a time or date that is mutually agreed upon between the employee and his Operations Manager.
 - b) Where employees provide a one (1) month notice of their TGP request, the Company shall grant the TGP except for Saturdays and holidays. The total number of employees granted their compensated time-off bank (TGP) and those taking vacation shall not exceed the percentage of employees entitled to be on vacation at the same time, as per Articles 19.06 for Full-Time employees, and 19.07 (b) for Part-Time employees.
 - TGP will be granted by seniority; however, if similar requested time has been previously granted to a junior employee, said time shall not be displaced by a senior employee.
 - c) Requests for compensating time off that have been granted shall not be cancelled or changed without the consent of the employee.
 - d) Six (6) times per calendar year, an employee may request payment of any amount of the outstanding balance in his compensating time off bank by notifying the Payroll Validation department and completing the proper form. Payment will be received on the regular pay following the receipt of the form.
- 17.09 In the event the Union and the Company agree to create a new type of schedule that may impact the application of overtime, both parties, upon mutual agreement, may modify the overtime rules accordingly.

CALL-OUT

- 17.10 Where there is a call-out, the Company shall first contact the employees listed on a voluntary call-out list by Town and Team Territory. The Company shall contact the employees who are qualified to do the work by order of seniority and on a rotating basis.
- 17.11 A regular employee who is called out shall be paid one and one half times his normal hourly rate for all overtime hours worked.
- **17.12** A regular employee called out shall receive a minimum (4) hours pay.

ARTICLE 18 -

STATUTORY HOLIDAYS

- **18.01** The following days shall be recognized as statutory paid holidays and employees shall be paid according to the provisions under the present Article:
 - 1. New Year's Day
 - 2. Good Friday
 - 3. Victoria Day
 - 4. Canada Day
 - 5. Civic Holiday
 - 6. Labour Day
 - 7. Thanksgiving Day
 - 8. Remembrance Day
 - 9. Christmas Day
 - 10. Boxing Day
- **18.02** Where a paid statutory holiday falls on a Sunday it is observed on the following day.
- **18.03** Where a paid statutory holiday falls on a day from Monday to Saturday inclusively, it is included in the weekly schedule of all Full-Time Employees for that week
- **18.04** Notwithstanding the provisions under Article 18.03, the observance of Boxing Day shall be the following:
 - (a) where Boxing Day falls on a Monday, it is observed on the following day;
 - (b) where Boxing Day falls on a day from Tuesday to Saturday inclusive, it shall be included in the weekly schedule of all Full-Time Employees for that week.

PAYMENT OF A PAID STATUTORY HOLIDAY

18.05 Where an employee is not required to work on a paid statutory holiday included in his weekly schedule, the said holiday shall be paid at the basic rate of pay for that day.

PAYMENT FOR WORK ON A HOLIDAY INCLUDED IN THE WEEKLY SCHEDULE

- 18.06 In order to be entitled for the paid holiday stated in Article 18.05 the employee shall be at work on his scheduled day immediately before and following the holiday unless the employee has a valid reason.
- **18.07** a) Where a Full-Time employee works on a paid holiday he shall elect one of the following options:
 - i) He shall be paid the overtime rate as per Article 17.07. In addition, he shall be entitled to payment according to Article 18.05, or
 - ii) He shall be paid at the overtime rate as per Article 17.07. The Company shall schedule a substitute holiday, by mutual agreement with the employee, with pay according to Article 18.05 within the following twelve (12) months. Substitute holiday not taken by the end of the twelve (12) month period will be paid.
 - b) The Company will seek volunteers to work on a paid holiday. In the event that insufficient volunteers are available, the Company will schedule Part-Time Employees to work on a paid holiday. In both cases, the employee shall be paid his overtime rate of pay. In addition, the Company will schedule a substitute holiday, with pay, according to Article 18.05, within the next twelve (12) months.
- **18.08** The statutory paid holiday shall not be paid to an employee who is absent and who receives any other remuneration in accordance with the Collective Agreement or a compensation provided for by the Law.

ARTICLE 19 -

ANNUAL VACATIONS

- **19.01** The reference year for vacation purposes is from February 1st to January 31st.
- **19.02** Vacation selection and the number of weeks to which an employee is entitled shall be made on a seniority basis, in accordance with Article 9, within a Team Territory, taking into consideration job requirements.
- 19.03 Beginning December 1st of each year for all employees, the Company shall prepare the vacation schedule for the following year. Employees shall inform their manager of their choice prior to January 15th and the Company shall post the vacation schedule at the latest on January 31st.

19.04 a) Vacation rights for employees in a reference year starting the 1st of February is based on seniority accumulated from the preceding January 31st and are allocated as follows:

Less than One (1) year of Service	1 day per month up to a maximum of ten (10) days
One (1) Year and Less than Five (5) Years	Two (2) weeks
Five (5) Years and less than ten (10) Years	Three (3) weeks
Ten (10) Years and less than Eighteen (18) Years	Four (4) weeks
Eighteen (18) Years and less than 25 years	Five (5) weeks
25 years and more	Six (6) weeks

- It is agreed that the fifth week of vacation established in the above table will only be applicable from the year 2013.
- It is agreed that the sixth week of vacation established in the above table will only be applicable from the year 2015.
- A maximum of three (3) weeks vacation can be taken during the June to August 31 time frame.
- b) For each allocated week as per Article 19.04 a), Full-Time Employees will be entitled to 2% of their gross salary earnings, from previous reference year or forty (40) hours of their normal wages, whichever is greater.
- c) For each allocated week as per Article 19.04 a), Part-Time Employees will be entitled to 2% of their gross salary earnings, from previous reference year.

GENERAL

- **19.05** The Company cannot block-out the taking of any vacation week during the reference year.
- 19.06 A total of twenty-four percent (24%) (rounded up to the first decimal) of Full-Time employees of a Team Territory shall be entitled to take their vacations and/or TGP at the same time, provided the remaining employees are capable of carrying out the work.

However, the result of the calculation must not exceed thirty (30%) percent (Minimum one employee) of the Full-Time employees of a Team Territory who are on vacation at the same time.

Notwithstanding the above mentioned dispositions, the Company may decide to reduce to twelve (12%) percent (Rounded up to the first decimal) the number of Full-Time employees of a Team Territory entitled to take their vacations at the same time for two (2) weeks identified during the scheduling process.

If this option is exercised, the Company shall increase to thirty-six (36%) percent (rounded up to the first decimal) the number of employees of a Team Territory entitled to take their vacations at the same time for two (2) weeks (during July or August) identified during the scheduling process

- **19.07** a) For employees, all vacation weeks shall be scheduled as per Article 19.03 and taken in the reference year.
 - b) For Part-Time Employees, from February 1st to May 31st and from October 15th to January 31st, inclusively, where availability is left in accordance to Article 19.06, the Company may schedule Part-Time Employees' vacation and/or TGP, up to the twenty-four (24%) percent of Full-Time employees who are entitled vacation at the same time. Such Part-Time Employees shall for those dates, remit their vacation request according to Article 19.03 of the Collective Agreement.

From June 1st until October 14th inclusively, vacation for Part-Time employees will be granted at the discretion of the Company.

- c) For Part-Time employees, unless there is an agreement between the employee and his Operations Manager, the employee will take their vacation on a five (5) consecutive day period. A vacation week is from a Sunday to a Saturday inclusively.
- 19.08 Where a paid holiday falls during a vacation week, the employee shall be entitled to postpone their holiday, to be taken during the following twelve (12) months, at a time mutually agreed upon with their Operations Manager. Substitute holiday not taken by the end of the twelve (12) month period will be paid.
- **19.09** Where an employee is transferred after selecting his vacation, he may retain his choice.
- 19.10 Where an employee is taken ill or is the victim of an accident before leaving work on the last day of work preceding his vacation, and is unable to take his vacation, the Company must, if the employee so requests, reschedule his vacation at a later date at his convenience. The employee's vacation selection is subject to the provisions of Article 19.06.
- 19.11 Unless there is an agreement to the contrary between a Full-Time employee and his operations manager, vacations shall be taken in blocks of five (5) days, and shall include the weekend before and after.
- **19.12** For all employees, all unused vacation as of January 31st will be scheduled by the Company.

PERMANENT TRANSFER PROCEDURE

- **20.01** a) Once a year, during the entire month of January, Full-Time and Senior Part-Time employees may put their names on the transfer list through written notice to their Operations Manager, using the form designed for this purpose.
 - b) Full-Time and Senior Part-Time employees shall identify to their Operations Manager two (2) Transfer Territories (as per "Appendix E") and/or Service Territories to which they would like to be transferred.
 - c) A copy of these updated lists shall be provided to Union Stewards, upon request.
 - d) Where the Company has a vacant Full-Time or Senior Part-Time position in a Transfer Territory, it shall give priority to the employee with the most seniority on the transfer list for this Transfer Territory, as long as this employee has more seniority than the next Part-Time employee eligible for upgrade in the same Team Territory.
 - e) It is expressly understood that transfer requests will only be considered for employees whose performance on their existing job meets requirements.
 - f) The transfer list prepared as per paragraph a) will be considered prior to both upgrade processes, in March and October.
 - g) Transfer costs are borne by the employee.
 - h) Where a Full-Time or Senior Part-Time employee is transferred as a result of one of his requests, his second request shall become null and void.

TEMPORARY TRANSFERS

- 20.02 A temporary transfer shall not exceed ninety (90) calendar days. However, if the parties agree during the application of Article 10 (Force Adjustment Full-Time employees), a temporary transfer may exceed ninety (90) calendar days.
- 20.03 In the case of a temporary transfer, the work team shall agree on the choice of volunteers. If the team cannot reach an agreement, the Company shall transfer an employee qualified to do the job having the least amount of seniority within the team.

ARTICLE 21 -

TRANSPORTATION ALLOWANCE AND LIVING EXPENSES

21.01 Where the Company transfers an employee as per Article 20.03 and the employee spends the night out of town, the Company agrees that, provided availability, each employee should be accommodated with private sleeping quarters. On such occasions, expenses will be compensated by a daily allowance of fifty-five dollars (\$55.00) which covers all personal expenses incurred i.e. meals, telephone, laundry, etc. When the employee is away for a portion of the day (as per Article 20.03) meals will be reimbursed to a maximum of \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner.

- 21.02 a) When an employee works more than 100 km from his normal work center for a day, or part of a day, meals will be reimbursed to a maximum of \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner.
 - b) When an employee works or has been transferred outside of 100 km from his regular work centre as per Article 20.03, travel time shall be considered as part of his work day and appropriate regular and overtime rates shall apply as per Articles 16 and 17. For travel time not associated with a regularly scheduled tour of duty the employee will be paid his regular hourly rate and such time will not be included in the accumulation of hours worked for overtime purposes. Travel time shall only be considered as hours not associated with regularly scheduled hours when accommodations are being provided during the period for which the employee is transferred.

ARTICLE 22 -

SICKNESS ABSENCES AND BENEFITS

ABSENCES DUE TO SICKNESS

- **22.01** A Full-Time employee who is absent due to sickness without being hospitalized shall be paid by the Company in the following manner:
 - a) i. 66.67% of his basic pay for the first three (3) scheduled working days of his absence;
 - ii. 80% of his basic pay for the remaining scheduled working days or until his absence reaches seven (7) calendar days;
 - iii. On the 8th calendar day of absence, the Full-Time employee shall be paid in accordance with the Benefits Plan.
 - b) On the 8th calendar day of absence, the Senior Part-Time employee shall be paid in accordance with the Benefits Plan.
- **22.02** A Full-Time employee who is absent from work for part of his scheduled day because of sickness shall be paid as follows:
 - if he has worked more than half his day, he shall be paid at his regular hourly rate for the full day.
 - ii. If he has worked less than half his day, he shall be paid at his regular hourly rate for his half day; and
 - iii. He shall be paid 66.67% of his regular hourly rate for the remainder of the day. This half day is considered as his first day of absence.

BENEFITS

- **22.03** All Full-Time and Senior Part-Time Employees shall be entitled to the following benefits:
 - The Disability Benefit Plan;
 - The Long Term Disability Income Plan;
 - The Medical Expenses Reimbursement Plan;
 - The Dental Expenses Reimbursement Plan
- 22.04 The Full-Time and Senior Part-Time employee's voluntary contribution, of up to 2.5% of their base salary, into the Company group RRSP will be matched by the Company into the DPSP, (employee must register in both programs DPSP and RRSP).

The Full-Time and Senior Part-Time employee must contribute to the minimum of 2.5% of their base salary into the RRSP and must register in both DPSP and RRSP programs to be entitled to the Company contributions stated hereafter. The following contributions include the Company matching of the Full-Time and Senior Part-Time employee's voluntary contribution, of up to 2.5% as previously mentioned.

- From May 1st, 2010 to May 1st, 2011 the Company will contribute 3.5% of employee's annual base earnings.
- From May 1st, 2011 the Company will contribute 4% of employee's annual base earnings
- 22.05 The Company shall maintain for the duration of the Collective Agreement, all Benefit Plans offered to the Regular Full-Time and Senior Part-Time employees. The level of co-payment will reflect a 70% employer and 30% employee contribution.
- **22.06** For the duration of the Collective Agreement, the Plans determined in Article 22.03 shall not be modified without the consent of the Union.
- **22.07** Notwithstanding Articles 22.03 and 22.04, if laws or regulations should have an effect on one of the Plans, the Company shall adjust the Plan according to the law or regulation. However, such adjustments shall not reduce the overall level of benefits.
- **22.08** A copy of the benefits booklet shall be given to each insured employee.

REGULAR PART-TIME EMPLOYEE

22.09 The Company will offer the same group insurance program to all Regular Part-Time Employees as that of a Full-Time employee. Upon completion of employee's one year seniority, employee may volunteer to participate, in said group insurance program, and the level of co-payment will reflect a 50% employer and 50% employee contribution.

ARTICLE 23 -

TOOLS

23.01 The Company shall decide what tools are required for the job and make them available and replace them as, in its judgement, they become obsolete or worn out. Each employee shall recognize the value of the tools assigned to him and should make every effort to safeguard this important asset.

ARTICLE 24 -

COLLECTIVE AGREEMENT

24.01 The Company agrees to supply each employee with a copy of this Collective Agreement.

ARTICLE 25 -

BULLETIN BOARDS

25.01 The Company agrees to supply and install bulletin boards in all its establishments for use by the Union for posting notices with respect to Union business. The Company also agrees to provide access to the existing system used for communicating with employees for the purpose of conducting daily operations. Such access will be dependent upon following guidelines provided by the Company.

ARTICLE 26 -

JURY OR WITNESS DUTY

- 26.01 An employee who has been exempted from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena shall be granted pay at his basic hourly rate. However employees shall provide a copy of the subpoena or his summons to his manager.
- **26.02** An employee shall report for regular duties when temporarily or finally excused from such duties before the Court.
- 26.03 Where, before leaving work on the day preceding his vacation, an employee is called upon in proper and due form to attend jury duty and the time stipulated for attendance at Court falls within the time schedule for the employee's vacation, the Company shall, if the employee so requests, reschedule his vacation at a date that is mutually agreed upon by him and his Operations Manager. The employee's vacation selection is subject to the provisions of Article 19.06.

ARTICLE 27 -

BEREAVEMENT LEAVE

- 27.01 A Full-Time and Senior Part-Time employee shall be granted, in the event of the death of his spouse, common-law spouse, same-sex spouse, son or daughter, bereavement leave with pay from any of his scheduled tours of duty that occur during the seven (7) calendar days, immediately following the day of the death up to five (5) paid days.
- 27.02 A Full-Time and Senior Part-Time employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law (including parents of same-sex spouses), grandchild, grandmother, grandfather, or any relative residing in the same permanent residence as does the employee, a bereavement leave with pay from his scheduled tours of duty for the three (3) calendar days immediately following the day of the death.
- 27.03 Where it is necessary for the Full-Time and Senior Part-Time employee to leave the city in which he works and travel more than 200 KM, the Company may add one paid day to the bereavement leave provided for in sections 27.01 and 27.02.
- A Regular Part-Time employee shall be granted, in the event of the death of the employee's spouse or common-law partner, the employee's father and mother and the spouse or common-law partner of the father or mother, the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner, the employee's grandchild(ren), the employee's brothers and sisters, the grandfather and grandmother of the employee, the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother, or any relative residing in the same permanent residence as does the employee, a bereavement leave with pay from his scheduled tours of duty for the three (3) calendar days immediately following the day of the death.
- 27.05 Where an Employee is granted bereavement leave according to Article 27, upon request from the employee, the Company may grant (PGU, TGP, VAC or HMP) an additional leave of absence for a maximum period of two weeks.

ARTICLE 28 -

MATERNITY AND PARENTAL LEAVE

28.01 Maternity and Parental leave provisions shall be those which are stipulated under the Canada Labour Code.

ARTICLE 29 -

JOB ADAPTATION

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

BARGAINING PROCEDURE

- **30.01** Three (3) bargaining agents, authorized by the Union shall be granted time for bargaining purposes, such time not to be deducted from the calculation of the time worked for the Company and without loss of pay.
- 30.02 Six (6) Representatives including the bargaining agents may attend the Bargaining Caucus for a period not exceeding four (4) days without any deduction of the time thus spent from the time worked for the Company and without any wage loss. The names of the participants will be supplied to the Company two (2) weeks prior to the meeting.
- 30.03 All negotiations with the purpose of concluding a Collective Agreement or bringing about changes or modifications to this Agreement shall be conducted between authorized Union bargaining agents on the one part and the designated Company Representatives on the other part.
- 30.04 The Collective Agreement cannot be deemed valid unless it is signed by the bargaining agents authorized by the Union on the one part and by the Company on the other part.
- 30.05 Should the parties consider that simultaneous translation is necessary, the Company and the Union agree to bear, on an equal share basis, the simultaneous translation expenses during consultative and bargaining meetings

ARTICLE 31 –

DURATION

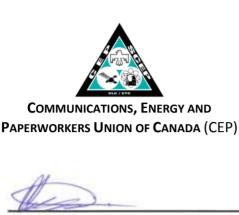
- 31.01 This Agreement becomes effective on the date of its signature except as otherwise provided and shall remain valid until May 6, 2018 inclusively. Notwithstanding the preceding provisions, the working conditions determined in this Collective Agreement shall remain valid until either party exercises its right to strike or to lock-out.
- 31.02 Either party to this Agreement may, by written notice given to the other party at least ninety (90) calendar 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.
- 31.03 The Union shall consider the negotiation notice as valid if it is addressed to the Communications, Energy and Paperworkers Union of Canada, in Ontario: 5915 Airport Road., Suite 510, Mississauga ON, L4V 1T1. For its part, the Company shall consider the negotiation notice as valid if it is addressed to Bell Technical Solutions Inc., 75 rue J-A-Bombardier, Boucherville, QC, J4B 8P1.

ARTICLE 32 -

COMPANY POLICIES

32.00 A copy of the Company's policies related to employees belonging to this bargaining unit will be made available for viewing in printed form in each work centre.

IN WITNESS WHEREOF, the parties have signed the present Agreement through their duly **authorized bargaining agents**, this **June 2, 2011**.



Bell Technical Solutions

BELL TECHNICAL SOLUTIONS INC.

DON FLETCHER, PRESIDENT - LOCAL 42

JAMES FLING, PRESIDENT - LOCAL 34-0

SAM SNYDERS, PRESIDENT - LOCAL 1996 REGIONAL MANAGER – WORKFORCE MANAGEMENT

JENNIFER LOWTHIAN,

CAROLINA AUGELLO, MANAGER, COMMUNICATIONS

LINDSAY MCKELLAR.

MANAGER, HUMAN RESOURCES - ONTARIO

SEAN HOWES,

NATIONAL REPRESENTATIVE

BRYAN MORRIS,

ASSOCIATE DIRECTOR, HUMAN RESOURCES

ALAIN LAROCQUE,

DIRECTOR, HUMAN RESOURCES

TECHNICIAN WAGE SCHEDULE

For "Technicians" with Regular Full-Time and Senior Part-Time status

	FULL-TIME	SENIOR PART TIME	Hourly Rate								
STEP	Interval	Accumulated	as of								
	between	service	May 6	Jan. 1							
	Steps	(Hours)	2010	2011	2012	2013	2014	2015	2016	2017	2018
1	Beg	inning	\$16.20	\$16.20	\$16.30	\$16.40	\$16.40	\$16.40			
2	6	1040	\$17.20	\$17.20	\$17.30	\$17.40	\$17.40	\$17.40	\$17.40	\$17.40	\$17.40
3	6	1040	1\$8.20	\$18.20	\$18.30	\$18.40	\$18.40	\$18.40	\$18.40	\$18.40	\$18.40
4	6	1040	\$19.20	\$19.20	\$19.30	\$19.40	\$19.40	\$19.40	\$19.40	\$19.40	\$19.40
5	6	1040	\$20.00	\$20.00	\$20.30	\$20.40	\$20.40	\$20.40	\$20.40	\$20.40	\$20.40
6	6	1040	\$20.90	\$21.00	\$21.30	\$21.40	\$21.40	\$21.40	\$21.40	\$21.40	\$21.40
7	6	1040	\$21.98	\$22.00	\$22.30	\$22.40	\$22.40	\$22.40	\$22.40	\$22.40	\$22.40
8	6	1040	\$23.32	\$23.32	\$23.32	\$23.40	\$23.40	\$23.40	\$23.40	\$23.40	\$23.40
9	6	1040	\$24.26	\$24.26	\$24.30	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40	\$24.40
10	6	1040		\$24.87	\$25.49	\$25.40	\$25.40	\$25.40	\$25.40	\$25.40	\$25.40
11	6	1040				\$26.13	\$26.20	\$26.30	\$26.40	\$26.40	\$26.40
12	6	1040				\$26.75	\$27.30	\$27.30	\$27.40	\$27.40	\$27.40
13	6	1040						\$27.85	\$28.00	\$28.15	\$28.30
14	6	1040							\$28.42	\$29.00	\$29.20
15	6	1040			•	•		•			\$29.50

- 1. The Company may award a Regular Full-Time and Senior Part-Time technician an hourly rate corresponding to one of the steps within the above wage schedule.
- 2. Progression from one step to the next will be automatic every six (6) months for Regular Full-Time.
- 3. Progression from one step to the next will be automatic based on every 1040 hours worked for Senior Part-Time as per the above wage schedule.
- 4. In the case that a Regular Part-Time technician is promoted to a Regular Full-Time or Senior Part-Time position, the hourly rate will be his current hourly rate or the hourly rate immediately above.

TECHNICIAN WAGE SCHEDULE

For "Technicians" with Regular Part-Time status

STEP	Accumulated service (Hours)	Hourly Rate as of May 6 2010	Hourly Rate as of May 6 2011	Hourly Rate as of May 6 2012	Hourly Rate as of May 6 2013	Hourly Rate as of May 6 2014	Hourly Rate as of May 6 2015	Hourly Rate as of May 6 2016	Hourly Rate as of May 6 2017	Hourly Rate as of Jan. 1 2018
1	Beginning	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20			
2	1040	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
3	1040	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20
4	1040	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20
5	1040	\$17.79	\$18.24	\$18.24	\$18.24	\$18.24	\$18.24	\$18.24	\$18.24	\$18.24
6	1040			\$18.78	\$19.20	\$19.20	\$19.20	\$19.20	\$19.20	\$19.20
7	1040				\$19.57	\$19.96	\$20.00	\$20.10	\$20.20	\$20.20
8	1040				·	<u>'</u>	\$20.36	\$20.76	\$21.10	\$21.20
9	1040								\$21.17	\$21.54

- 1. Upon hiring the Company may award a Regular Part-Time technician an hourly rate corresponding to one of the steps within the above wage schedule.
- 2. Progression from one step to the next will be automatic based on every 1040 hours worked for Regular Part-Time as per the above wage schedule.
- 3. In the case that a Regular Part-Time technician is promoted to a Regular Full-Time or Senior Part-Time position, the hourly rate will be his current hourly rate or the hourly rate immediately above.
- 4. A Regular Part-Time technician who has reached five (5) years of service, and has not yet been upgraded through the upgrade process, will proceed to the "Regular Full-Time and Senior Part-Time" wage schedule. The hourly rate will be his current hourly rate or the hourly rate immediately above.

CABLE PULLERS WAGE SCHEDULE

For "Cable Pullers" with Regular Full-Time or Senior Part-Time status

STEP	FULL-TIME Interval between Steps	SENIOR PART TIME Accumulated service (Hours)	Hourly Rate as of May 6 2010	Hourly Rate as of May 6 2011	Hourly Rate as of May 6 2012	Hourly Rate as of May 6 2013	Hourly Rate as of May 6 2014	Hourly Rate as of May 6 2015	Hourly Rate as of May 6 2016	Hourly Rate as of May 6 2017	Hourly Rate as of Jan. 1 2018
1	Beg	inning	\$12.50	\$12.69	\$12.94	\$13.19	\$13.19	\$13.19	\$13.19		
2	6	1040	\$13.00	\$13.20	\$13.45	\$13.70	\$13.70	\$13.70	\$13.70	\$13.70	\$13.70
3	6	1040	\$13.50	\$13.70	\$13.95	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
4	6	1040	\$14.00	\$14.21	\$14.46	\$14.71	\$14.71	\$14.71	\$14.71	\$14.71	\$14.71
5	6	1040	\$14.50	\$14.72	\$14.97	\$15.22	\$15.22	\$15.22	\$15.22	\$15.22	\$15.22
6	6	1040	\$15.10	\$15.33	\$15.58	\$15.83	\$15.83	\$15.83	\$15.83	\$15.83	\$15.83
7	6	1040	\$15.80	\$16.04	\$16.29	\$16.54	\$16.54	\$16.54	\$16.54	\$16.54	\$16.54
8	6	1040	\$16.40	\$16.65	\$16.90	\$17.15	\$17.15	\$17.15	\$17.15	\$17.15	\$17.15
9	6	1040	\$16.85	\$17.10	\$17.35	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60	\$17.60
10	6	1040	\$17.29	\$17.55	\$17.81	\$18.26	\$18.26	\$18.26	\$18.26	\$18.26	\$18.26
11	6	1040					\$18.62	\$18.75	\$18.75	\$18.75	\$18.75
12	6	1040						\$18.99	\$19.15	\$19.25	\$19.25
13	6	1040							\$19.37	\$19.75	\$19.75
14	6	1040									\$20.09

- 1. Upon hiring the Company may award a Regular Full-Time or Senior Part-Time Cable Puller an hourly rate corresponding to one of the steps within the above wage schedule.
- 2. Progression from one step to the next will be automatic every six (6) months for Regular Full-Time.
- 3. Progression from one step to the next will be automatic based on every 1040 hours worked for Senior Part-Time as per the above wage schedule.
- 4. In the case that a Regular Part Time Cable Puller is promoted to a Regular Full-Time or Senior Part-Time position, the hourly rate will be his current hourly rate or the hourly rate immediately above.
- 5. Employees with the job title of "Cable Puller" will not be utilized to perform work activities associated with the "pre-dedication" function.

CABLE PULLERS WAGE SCHEDULE

For "Cable Pullers" with Regular Part-time status

STEP	Accumulated service (months)	Hourly Rate as of May 6 2010	Hourly Rate as of May 6 2011	Hourly Rate as of May 6 2012	Hourly Rate as of May 6 2013	Hourly Rate as of May 6 2014	Hourly Rate as of May 6 2015	Hourly Rate as of May 6 2016	Hourly Rate as of May 6 2017	Hourly Rate as of Jan. 1 2018
1	Beginning	\$12.45	\$12.64	\$12.89	\$13.14	\$13.14	\$13.14	\$13.14		
2	1040	\$12.95	\$13.14	\$13.39	\$13.64	\$13.64	\$13.64	\$13.64	\$13.64	\$13.64
3	1040	\$13.95	\$14.09	\$14.34	\$14.54	\$14.54	\$14.54	\$14.54	\$14.54	\$14.54
4	1040	\$14.45	\$14.67	\$14.89	\$15.26	\$15.26	\$15.26	\$15.26	\$15.26	\$15.26
5	1040					\$15.56	\$15.66	\$15.76	\$15.76	\$15.76
6	1040						\$15.87	\$16.18	\$16.20	\$16.26
7	1040								\$16.50	\$16.66
8	1040									\$16.78

- 1. Upon hiring the Company may award a Regular Part-Time Cable Puller an hourly rate corresponding to one of the steps within the above wage schedule.
- 2. Progression from one step to the next will be automatic based on every 1040 hours worked for Regular Part-Time as per the above wage schedule.
- 3. In the case that a Regular Part-Time Cable Puller is promoted to a Regular Full-Time or Senior Part-Time position, the hourly rate will be his current hourly rate or the hourly rate immediately above.
- 4. Employees with the job title of "Cable Puller" will not be utilized to perform work activities associated with the "pre-dedication" function.
- 5. A Regular Part-Time Cable Puller who has reached five (5) years of service, and has not yet been upgraded through the upgrade process, will proceed to the "Regular Full-Time and Senior Part-Time" wage schedule. The hourly rate will be his current hourly rate or the hourly rate immediately above.

LOGISTICS ATTENDANT WAGE SCHEDULE

For "Logistics Attendants" with Regular Full-time or Senior Part-time status

	FULL-TIME Interval	SENIOR PART TIME Accumulated	Hourly Rate as of								
STEP	between Steps	service (Hours)	May 6 2010	May 6 2011	May 6 2012	May 6 2013	May 6 2014	May 6 2015	May 6 2016	May 6 2017	Jan. 1 2018
1	•	inning	\$12.40	\$12.40	\$12.80						
2	6	1040	\$12.90	\$12.90	\$13.30	\$13.30					
3	6	1040	\$13.40	\$13.40	\$13.80	\$13.80	\$13.80				
4	6	1040	\$13.90	\$13.90	\$14.30	\$14.30	\$14.30	\$14.30	\$14.30		
5	6	1040	\$14.40	\$14.40	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80	\$14.80
6	6	1040	\$14.90	\$14.90	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30	\$15.30	15.30
7	6	1040	\$15.40	\$15.40	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80	\$15.80
8	6	1040	\$15.90	\$15.90	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30	\$16.30
9	6	1040	\$16.40	\$16.40	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80	\$16.80
10	6	1040	\$16.90	\$16.90	\$17.30	\$17.30	\$17.30	\$17.30	\$17.30	\$17.30	\$17.30
11	6	1040	\$17.40	\$17.40	\$17.80	\$17.80	\$17.80	\$17.80	\$17.80	\$17.80	\$17.80
12	6	1040		\$17.90	\$18.30	\$18.30	\$18.30	\$18.30	\$18.30	\$18.30	\$18.30
13	6	1040				\$18.80	\$18.80	\$18.80	\$18.80	\$18.80	\$18.80
14	6	1040					\$19.17	\$19.30	\$19.30	\$19.30	\$19.30
15	6	1040						\$19.55	\$19.70	\$19.80	\$19.80
16	6	1040							\$19.94	\$20.30	\$20.30
17	6	1040									\$20.66

- 1. The Company may award a Regular Full-Time and Senior Part-Time Logistics Attendant an hourly rate corresponding to one of the steps within the above wage schedule.
- 2. Progression from one step to the next will be automatic every six (6) months for Regular Full-Time.
- 3. Progression from one step to the next will be automatic based on every 1040 hours worked for Senior Part-Time as per the above wage schedule.
- 4. In the case that a Regular Part-Time Logistics Attendant is promoted to a Regular Full-Time or Senior Part-Time position, the hourly rate will be his current hourly rate or the hourly rate immediately above.

LOGISTICS ATTENDANT WAGE SCHEDULE

For "Logistics Attendants" with Regular Part-time status

STEP	Accumulate service (months)	Hourly Rate as of May 6 2010	Hourly Rate as of May 6 2011	Hourly Rate as of May 6 2012	Hourly Rate as of May 6 2013	Hourly Rate as of May 6 2014	Hourly Rate as of May 6 2015	Hourly Rate as of May 6 2016	Hourly Rate as of May 6 2017	Hourly Rate as of Jan. 1 2018
1	Beginning	\$12.35	\$12.35	\$12.65	\$12.65					
2	1040	\$12.85	\$12.85	\$13.15	\$13.15	\$13.15				
3	1040	\$13.35	\$13.35	\$13.65	\$13.65	\$13.65	\$13.65	\$13.65		
4	1040	\$13.85	\$13.85	\$14.15	\$14.15	\$14.15	\$14.15	\$14.15	\$14.15	\$14.15
5	1040	\$14.35	\$14.35	\$14.65	\$14.65	\$14.65	\$14.65	\$14.65	14.65	\$14.65
6	1040	\$14.85	\$14.85	\$15.15	\$15.15	\$15.15	\$15.15	\$15.15	\$15.15	\$15.15
7	1040		\$15.28	\$15.65	\$15.65	\$15.65	\$15.65	\$15.65	\$15.65	\$15.65
8	1040				\$16.11	\$16.15	\$16.15	\$16.15	\$16.15	\$16.15
9	1040					\$16.43	\$16.55	\$16.65	\$16.65	\$16.65
10	1040						\$16.76	\$17.09	\$17.15	\$17.15
11	1040								\$17.43	\$17.65
12	1040									\$17.73

- 1. Upon hiring the Company may award a Regular Part-Time Logistics Attendant an hourly rate corresponding to one of the steps within the above wage schedule.
- 2. Progression from one step to the next will be automatic based on every 1040 hours worked for Regular Part-Time as per the above wage schedule.
- 3. In the case that a Regular Part-Time Logistics Attendant is promoted to a Regular Full-Time or Senior Part-Time position, the hourly rate will be his current hourly rate or the hourly rate immediately above.
- 4. A Regular Part-Time Logistics Attendant who has reached five (5) years of service, and has not yet been upgraded through the upgrade process, will proceed to the "Regular Full-Time and Senior Part-Time" wage schedule. The hourly rate will be his current hourly rate or the hourly rate immediately above.

NPA	COMMON LOCALITY	TEAM TERRITORY
	Sudbury	One (1) Team Territory
	North Bay	One (1) Team Territory
	Sault Ste-Marie	One (1) Team Territory
	Espanola - Elliott Lake	One (1) Team Territory
	Parry Sound	One (1) Team Territory
	Huntsville	One (1) Team Territory
705	Bracebridge	One (1) Team Territory
	Orillia	One (1) Team Territory
	Midland	One (1) Team Territory
	Collingwood	One (1) Team Territory
	Barrie	One (1) Team Territory
	Peterborough	One (1) Team Territory
	Lindsay - Haliburton	One (1) Team Territory
	Ottawa Valley (Barry's Bay, Renfrew, Pembroke,	
	Arnprior)	One (1) Team Territory
	Bancroft	One (1) Team Territory
613	Belleville	One (1) Team Territory
020	Cornwall	One (1) Team Territory
	Brockville	One (1) Team Territory
	Kingston	One (1) Team Territory
	Smith Falls	One (1) Team Territory
	Ottawa Metro	One (1) Team Territory by Operations Manager
	Windsor (Windsor, Leamington)	One (1) Team Territory
	Chatham	One (1) Team Territory
	Sarnia	One (1) Team Territory
519	London	One (1) Team Territory
	Kitchener	One (1) Team Territory
	Guelph	One (1) Team Territory
	Orangeville	One (1) Team Territory
	Owen Sound	One (1) Team Territory
	Stratford	One (1) Team Territory
	Woodstock – Simcoe - Brantford	One (1) Team Territory
	416 East	One (1) Team Territory by Operations Manager
416	416 Core	One (1) Team Territory by Operations Manager
	416 West	One (1) Team Territory by Operations Manager
	St. Catharines	One (1) Team Territory
	Burlington – Hamilton	One (1) Team Territory by Operations Manager
905	Oakville – Mississauga	One (1) Team Territory by Operations Manager
303	Brampton	One (1) Team Territory by Operations Manager
	Markham	One (1) Team Territory by Operations Manager
	Oshawa	One (1) Team Territory
	Bradford	One (1) Team Territory

SERVICE TERRITORIES

705 N	613 N	519 N	905 E
Sault Ste Marie Elliot Lake Espanola Sudbury North Bay	Ottawa Valley Bancroft	Owen Sound Kitchener Stratford Guelph Orangeville	Cobourg Port Perry Oshawa Markham Bradford
705 C	613 E	519 S	905 C
Huntsville Parry Sound Bracebridge	Smith Falls Ottawa-Metro Hawkesbury Cornwall Brockville	Woodstock Brantford Simcoe	Brampton Mississauga Oakville
705 S	613 S	519 W	905 W
Midland Collingwood Barrie Orillia	Marmora (Madoc) Belleville Kingston	London Windsor Leamington Sarnia Chatham	Hamilton St. Catharines
705E			416
Lindsay Peterborough Haliburton			Toronto

ADJACENT SERVICE TERRITORIES

	705 N	705C	705.8	705E	613 N	6135	613E	905E	905C	905 W	519N	5198	519 W	416
705N		х			х									
705C	Х		х	х	х									
705S		х		х				х	х		х			
705 E		х	х		х	х		х						
613N	х	x	x	х		х	х							
613 S				х	х		х	х						
613 E					х	х								
905 E			х	х		х			х		х			Х
905 C			х					х		х	х	х		Х
905 W									х		х	х		х
519N			х					х	х	х		х	х	
5195									х	х	х		х	
519W											х	х		
416								х	х	х				

TRANSFER TERRITORIES (Article 20)

Sudbury	Renfrew, Barry's Bay, Pembroke	Orangeville
Sault Ste Marie	Bancroft	Owen Sound
Elliot Lake	Kingston	Stratford
Espanola	Brockville	Woodstock, Simcoe, Brantford
North Bay	Cornwall	Toronto – East
Parry Sound	Hawkesbury	Toronto – West
Huntsville	Ottawa	Toronto – Core
Bracebridge	Arnprior	Cobourg
Midland	Smith Falls	Oshawa
Orillia	Leamington	Markham
Collingwood	Windsor	Bradford
Barrie	Chatham	Brampton
Peterborough	Sarnia	Mississauga
Lindsay	London	Oakville
Haliburton	Kitchener,	Hamilton
Belleville, Marmora	Guelph	St. Catharines

BELL PRODUCT PROMOTION PROGRAM

Bell Technical Solutions will modify its Bell Product Promotion Program to reflect a new "monetary incentive" system from its current "points rewards" system.

- a) Current administration of this program will remain similar; however, all incentives will be reflected on employee's pay, upon confirmation from the Sales Team.
- b) All monetary incentives will include the taxable portion of the remuneration.
- c) The Product Promotion Program will remain voluntary however; employees shall distribute all promotional material, authorized by the Company, at all residential visits or when deemed necessary. Sales volume related to product promotion will not be part of the employee evaluation.
- d) Although rates can vary according to special promotions or market trends, starting rates will be those as specified hereafter.

The Company will publish the current list of rates via the Company Intranet.

Division	Category Description	Product Code	Product Code Description	Amount
Ontario	03-4 Wirecare	WC	03-4 Wirecare	\$ 1.26
Ontario	03-4 Wirecare	WCB	03-4 Wirecare Bundle	\$ 1.26
Ontario	Additional Jack	ADDJ	Additional Jack	\$ 1.26
Ontario	Maintenance Plan	CABL	Wirecare	\$ 1.26
Ontario	Maintenance Plan	CABTE	Bundle	\$ 1.26
Ontario	Maintenance Plan	TERM	Phonecare	\$ 1.26
Ontario	PC CARE	PCARE	PC Care	\$ 1.26
Ontario	New Line	LWB	Local WinBack	\$ 25.00
Ontario	New Line	LWBBA	Local Winback HP-Basic	\$ 25.00
Ontario	New Line	LWBCH	Local Winback HP-Choice	\$ 25.00
Ontario	New Line	LWBCO	Local Winback HP-Complete	\$ 25.00
Ontario	New Line	LWBLI	Local Winback HP-Lite	\$ 25.00
Ontario	Bell Internet	DIAL	Dial-up	\$ 1.26
Ontario	Bell Internet	U3M	Bell Internet Portable 3Mg	\$ 18.90
Ontario	Bell Internet	U512k	Bell Internet Portable 512k	\$ 18.90
Ontario	Bell Internet	WIMA	Bell Internet Rural 2 Mb	\$ 18.90
Ontario	Bell Internet	ESS+	Essential Plus	\$ 35.00
Ontario	Bell Internet	PERF	Performance	\$ 35.00
Ontario	Bell Internet	FIB6	Fiber Optic 6	\$ 35.00
Ontario	Bell Internet	FIB12	Fiber Optic 12	\$ 35.00
Ontario	Bell Internet	FIB16	Fiber Optic 16	\$ 35.00
Ontario	Bell Internet	FIB25	Fiber Optic 25	\$ 35.00
Ontario	Bell Internet	FIB50	Fiber Optic 50	\$ 35.00
Ontario	Bell Internet	FIBTV	Essential Plus (FIBE TV)	\$ 35.00
Ontario	Bell Internet	FITV6	FIBE 6 (FIBE TV)	\$ 35.00
Ontario	Bell Internet	FTV12	FIBE 12 (FIBE TV)	\$ 35.00
Ontario	Bell Internet	FTV16	FIBE 16 (FIBE TV)	\$ 35.00
Ontario	Bell Internet	SUP+E	Upgrade to Essential Plus	\$ 6.30
Ontario	Bell Internet	SUP+P	Upgrade to Performance	\$ 6.30
Ontario	Bell Internet	UFI12	Upgrade to Fiber Optic 12	\$ 6.30
Ontario	Bell Internet	UFI16	Upgrade to Fiber Optic 16	\$ 6.30
Ontario	Bell Internet	UFI25	Upgrade to Fiber Optic 25	\$ 6.30
Ontario	Bell Internet	UFI6	Upgrade to Fiber Optic 6	\$ 6.30
Ontario	Bell Internet	UITV6	Upgrade to FIBE 6 (FIBE TV)	\$ 6.30
Ontario	Bell Internet	UTV12	Upgrade to FIBE 12 (FIBE TV)	\$ 6.30
Ontario	Bell Internet	UTV16	Upgrade to FIBE 16 (FIBE TV)	\$ 6.30
Ontario	Bell Internet	TURHU	Turbo Hub	\$ 20.00
Ontario	Bell Internet	TURST	Turbo Stick	\$ 20.00
Ontario	Bell TV	FITV	FIBE TV	\$ 35.00
Ontario	Bell TV	XVU	Bell TV	\$ 35.00
Ontario	Bell TV VDSL	DTHS	DTH Stacked	\$ 35.00
Ontario	Bell TV VDSL	VDSL	VDSL	\$ 18.90

* * * CHART SUBJECT TO CHANGE * * *

LETTERS OF AGREEMENTS

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No. 4	AGREEMENT ON WORK BELONGING TO THE BARGAINING UNIT
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No. 15	AGREEMENT ON REGIONAL LABOUR MANAGEMENT MEETINGS (RLM)

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON THE LABOUR RELATIONS COMMITTEE (LRC)

Whereas, the intent of the CEP and Bell Technical Solutions, is to work together in an ongoing effort to strengthen the working relationship throughout the entire organization.

Whereas, both parties wish to formalize a joint committee responsible for administrating the application of various processes and obligations, within the current Collective Agreement.

Whereas, both parties wish to formalize a forum to develop the consistent application of the current Collective Agreement, and discuss other matters that may affect the workforce.

Therefore, the parties agree as follows:

- 1. To create a joint committee, namely the "Labour Relations Committee" (LRC)
- 2. The mandate of the LRC will be:
 - a) to apply all processes within the Collective Agreement– namely but not limited to upgrades, transfers, inter- provincial assignments, employee benefits, etc.,
 - b) the forum for discussing any changes in the business that could affect the workforce,
 - c) to review and suggest changes to all new or modified policies issued by the Company,
 - d) to clarify the application of various articles of the Collective Agreement as required,
 - e) to review trends of grievances or issues that may arise from time to time,
 - f) to establish and mandate future committees when the need arises,
 - g) to review the effectiveness of various forums created by this committee,
 - h) to jointly communicate outcomes derived from this committee.
- 3. The LRC will have no authority over grievances that are currently in the grievance process
- 4. The LRC will be formed by equal members as follows:

Company

- Associate Director Human Resources
- Manager –Human Resources- Ontario
- (2) Regional Managers Operations

Union

- Bargaining Committee Members:
 - o 416/905E Representative
 - o 705/613 Representative
 - o 519/905W Representative
- National Representative
- Any additional guests / resources may be invited to attend these said meetings

cont'd.../2

- 5. The LRC will meet face to face every two months at the Company's Ontario Corporate Office or at any other mutually agreed location
- 6. All decisions of the committee will be made by consensus. If consensus cannot be reached the parties reserve their right to follow existing procedures in the Collective Agreement
- 7. It is understood that the above does not limit the ability of the Company to issue policies

This Agreement is signed, this 2^{nd} day of June, 2011.

Alain Larocque

Director, Human Resources
BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON JOINT SKILLS DEVELOPMENT COMMITTEE (JSDC)

Whereas, the intent of the CEP and Bell Technical Solutions, is to work together in an ongoing effort to strengthen the working relationship throughout the entire organization.

Whereas, it is in the mutual interest of both parties to work together, for the continuous growth and success of the organization.

Whereas, effective training and development of unionized employees, is a key component in achieving the above mentioned objectives.

Therefore, the parties agree as follows:

- 1. To create a committee, namely the "Joint Skills Development Committee" (JSDC), in an effort to continuously improve unionized employees' skills in a safe and healthy work environment
- 2. The mandate of the JSDC will be:
 - a) to collaborate in the review and evaluation of current and future skills development programs,
 - b) to support consistency in the current and future skills development programs province wide,
 - c) to support the development of effective and up-to-date skills for unionized employees,
 - d) to develop methods of encouraging experienced technicians to act as Mentors and Trainers.
- 3. The committee will be formed by equal members as follows:

Company		Union	
•	Associate Director - Technical Training &	•	Health & Safety (5.06)
	Development	•	416/905E Representative
•	Regional Manager - Workforce Management	•	705/613 Representative
•	Regional Manager - Operations	•	519/905W Representative
•	Associate Director - Business Development		

- a) One of the CEP Regional Representatives will be a member of the Bargaining Committee
- b) A CEP National Representative and the Director Human Resources (or their Representative) may attend said meetings as ex-officio members.
- c) Any additional guests / resources may be invited to attend these said meetings

- 4. The JSDC will be meeting on a quarterly basis via face to face or by video conference calls, with the option of additional meetings / conference calls when need arises
- 5. The Labour Relations Committee (LRC) will conduct an annual review on the effectiveness of the committee

This Agreement is signed, this 2^{nd} day of June, 2011.

Alain Larocque

Director, Human Resources
BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON SEASONAL LEAVE

This is to confirm the agreement reached during bargaining for the renewal of the Collective Agreement.

90/10 Seasonal Leave

Provided that the employee agrees to take a maximum of two (2) weeks of vacation, as per Article 19.06, during the period of June 1st through September 30th, a 90/10 seasonal leave with income averaging will be offered to regular employees subject to mutual agreement between the Operations Manager and employee. The period of time not worked will be five (5) weeks and one (1) day and may be taken in one (1) or two (2) blocks of time during the period of October 1st through April 30th and within the one (1) year income averaging period, subject to the needs of the business. The one (1) year income averaging period must begin sometime during the duration of the Collective Agreement.

The normal Company practices associated with 90/10 seasonal leave will be applicable. Service credits will be granted for the entire leave.

TGP Seasonal Leave

Upon written request, regular employees may take TGP seasonal leave for a minimum period of one (1) week to a maximum period of seven (7) weeks subject to mutual agreement between the Operations Manager and employee. It is understood that this TGP allocation may be in excess of the vacation percentages as stated in Article 19.06, subject to the needs of the business. This period of leave shall be taken between the months of October 1st through April 30th.

TGP Seasonal Leave will be granted by seniority; however, if similar requested time has been previously granted to a junior employee, said time shall not be displaced by a senior employee.

This Agreement is signed, this 2nd day of June, 2011.

Alain Larocque

Director, Human Resources
BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON WORK BELONGING TO THE BARGAINING UNIT

Although the Collective Agreement does not include specific limitations on Operations Managers performing work belonging to the bargaining unit, we clearly intend to support the following principles:

- 1. All Operation Managers, either permanent or temporary, have many responsibilities and will not be used to replace Technicians or Cable Pullers.
- 2. On the other hand, this principle should not prevent an Operations Manager from working with his team members to reinforce their training, get a better understanding of appropriate work methods, provide support or take appropriate action during quality control inspections.
- 3. This Agreement is signed, this 2nd day of June, 2011.

Alain Larocque

Director, Human Resources

BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON TRAINING ACTIVITIES

Although the Collective Agreement does not include specific rules on how training activities should be dealt with, it is our intention to manage them based on the following principles:

- 1. All training activities related to skills upgrade and equipment that we use should be scheduled and part of the regular work week.
- 2. In all cases, time to and from any training session will be remunerated according to the bargaining contract.

This Agreement is signed, this 2^{nd} day of June, 2011.

Alain Larocque Director, Human Resources

BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON RESTRUCTURING OF TEAMS OR TEAM TERRITORIES

In cases where the Company creates, abolishes, or merges Teams or Team Territories or, notwithstanding Article 10, where business needs necessitate force reduction within a specific Team or Team Territory as defined in Article 8.09, the following procedures will apply:

- 2. The Company will notify the Union. The Stewards representing the affected Team or Team Territory will be consulted to identify possible solutions to minimize the impact on employees
- 3. The Company will establish the required number of employees to be added or subtracted per Team or Team Territory, by status (Full-Time and Part-Time) and job requirements
- 4. The employees will have the opportunity to identify the Team they would like to be assigned to
- 5. Should the parties be unable to reach an agreement within fifteen (15) calendar days, employees will be assigned between Teams or Team Territories in reverse order of seniority, taking job requirements into consideration
- 5) If not enough volunteer employees meet the Company needs for each Team, the Company will assign employees in reverse order of seniority to the Teams of its choice, taking qualifications into consideration.

It is understood that this letter applies only to the restructuring of Teams or Team Territories and will not be used to change the status of employees or to designate surplus employees.

This Agreement is signed, this 2^{nd} day of June, 2011.

Alain Larocque

Director, Human Resources
BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

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Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON UPGRADE OF STATUS FOR ALL CATEGORIES OF EMPLOYEES

The Labour Relations Committee is responsible to administer the upgrade process for the three (3) classifications of employees in the organization; Technician, Cable Puller and Logistics Attendant.

Technician Upgrade Process

The Union and the Company agree that the Labour Relations Committee will meet twice a year, in March and October, in order to define the number of upgrades for the province of Ontario.

The effective date of the upgrades will be the first day of the eight-week schedule immediately following the upgrade meeting. Upon receipt of the upgrade offer the employee will have four (4) weeks to return all necessary documentation duly completed and signed to Human Resources. In such case, the salary adjustment as well as DPSP contributions will be retroactive to the effective date of the upgrade.

In the event, an employee has not returned the documentation within the specified time frame, it will be understood that the employee has forfeited their upgrade and the upgrade will be offered to the next eligible employee on the list.

A list of employees will be prepared as of March 1st and as of October 1st, and the LRC will work towards the following percentages in order to provide the required flexibility at NPA, service territory and common locality level:

- i. 50% of technicians as Regular Full-Time Employee
 - 12.5% RFT-1
 - 12.5% RFT-2
 - 25% RFT-3
- ii. 50% of technicians as Part-Time Employees It is understood that out of the 50% of the Part-Time employees, 20% province-wide will become Senior Part-Time employees and 30% will remain Regular Part-Time employees. These SPT employees will be selected by seniority province-wide.

During the regular LRC meetings, held every two (2) months, the committee will review the number of employees who have left the bargaining unit since the last LRC meeting.

- a) If the number of Full-Time employees leaving the bargaining unit causes the percentages of Full-Time employees to drop below the percentages in point (i) above, the Company will replace these Full-Time employees.
- b) If the number of Senior Part-Time employees leaving the bargaining unit causes the percentages of SPT employees to drop below the percentages in point (ii) above, the Company will replace these SPT employees.

Student Upgrade Process

When a Student Technician requests to become a Regular Part-Time Technician, he should present a written application to his Operations Manager. At that time, if there is a RPT position available, the Company will confirm in writing within ten (10) calendar days the change of status. The employee will start accumulating seniority the first day of work as a RPT Technician following the confirmation date. A copy of the confirmation letter will be sent to the Union.

Logistics Attendant Upgrade Process

At the same time the LRC meets to define the number of upgrades for Technicians, they will also define the number of upgrades for Logistics Attendant.

- 1. A Regular Part-Time Logistics Attendant will be offered an upgrade to Senior Part-Time when his seniority date is higher than the seniority date of a Technician being considered for upgrade to SPT in the same common locality.
- 2. Logistics Attendants will be offered an upgrade to Regular Full-Time 3, when his seniority date is higher than the seniority date of a Technician being considered for upgrade to RFT-3 in the same common locality, as long as there is at least one (1) other RPT or SPT Logistics Attendant working out of the same work centre.
- 3. When the LRC proceeds with the Technician Upgrade Process stated above, and the seniority date of a Logistics Attendant is higher than the seniority date of a Technician being considered for upgrade to RFT-3 in the same common locality, and paragraph 2 does not allow the upgrade, the Logistics Attendant will be offered the upgrade to RFT-3 if he accepts a Technician position and successfully completes the proper in-class training.

The Company agrees to put the Logistics Attendant in the next class of Technician training being held for the service territory.

Cable Puller and Cable Technician Upgrade Process

Cable Puller:

At the same time the LRC meets to define the number of upgrades for Technicians, they will also define the number of upgrades for Cable Pullers and will work towards the following percentages in order to provide the required flexibility by Team Territory:

- i. 50% of Cable Pullers as Regular Full-Time Employee 3
- ii. 50% of Cable Pullers as Part-Time Employees
 - 20% SPT
 - 30% RPT
 - 1. A Regular Part-Time Cable Puller will be offered an upgrade to Senior Part-Time when his seniority date is higher than the seniority date of a Technician being considered for upgrade to SPT in the same common locality up to the maximum percentage.
 - 2. A Cable Puller will be offered an upgrade to Regular Full-Time 3 when his seniority date is higher than the seniority date of a Technician being considered for upgrade to RFT-3 in the same common locality up to the maximum percentage for RFT-3 Cable Puller.

cont'd.../3

3. When the LRC proceeds with the Technician Upgrade Process stated above, and the seniority date of a Cable Puller is higher than the seniority date of a Technician being considered for upgrade to RFT-3 in the same common locality, and paragraph 2 does not allow the upgrade based on the existing percentage of Cable Pullers, the Cable Puller will be offered the upgrade to RFT-3 if he accepts an FMS Technician position and successfully completes the proper in-class training.

The Company agrees to put the Cable Puller in the next class of FMS Technician training being held for the service territory.

Cabling Technician:

At the same time the LRC meets to define the number of upgrades for Technicians, they will also define the number of upgrades for Cabling Technicians and will work towards the following percentages in order to provide the required flexibility by Team Territory:

- i. 50% of Cabling Technician as Regular Full-Time Employee 3
- ii. 50% of Cabling Technician as Part-Time Employees
 - 20% SPT
 - 30% RPT
 - 1. A Regular Part-Time Cabling Technician will be offered an upgrade to Senior Part-Time when his seniority date is higher than the seniority date of a FMS Technician being considered for upgrade to SPT in the same common locality up to the maximum percentage.
 - 2. A Cabling Technician will be offered an upgrade to Regular Full-Time 3 when his seniority date is higher than the seniority date of a FMS Technician being considered for upgrade to RFT-3 in the same common locality up to the maximum percentage for RFT-3 Cabling Technician.
 - 3. When the LRC proceeds with the Technician Upgrade Process stated above, and the seniority date of a Cabling Technician is higher than the seniority date of a FMS Technician being considered for upgrade to RFT-3, when percentages as per paragraph 2 do not allow the upgrade, this Cabling Technician will be offered the position of an RFT-3 FMS Technician.

This Agreement is signed, this 2nd day of June, 2011.

Alain Larocque

Director, Human Resources

BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON MISCELLANEOUS

Although the Collective Agreement does not include specific limitations on these subjects, we clearly intend to support or implement the following principles:

- 1. Advance for daily allowance: whenever an employee is transferred as per Article 21.01 the Company shall make every possible effort to provide the employee with an advance prior to his departure.
- 2. The LRC agrees to meet once a year to discuss our present Benefits Program.
- 3. Reimbursement for work-related expenses: all employees are responsible to claim their reimbursable work-related expenses by filling out the appropriate form and having it approved by their Operations Manager. The Company shall make every possible effort to process the approved form through the payroll system within the shortest delay possible.
- 4. Communication of vacant positions: employment opportunities are currently distributed by various means (e-mail, fax, etc.) to employees. In addition, employment opportunities are also posted on Company Intranet and bulletin boards. Employees may submit a résumé for positions they are interested in and will be considered for acceptance based on their skills and qualifications. Seniority will be taken into consideration however; this may not be the deciding factor in all cases.
- 5. Leave of absence: the Company will maintain the existing policy which stipulates the conditions in which a leave of absence will be approved.
- 6. Educational assistance: the Company will maintain the existing policy covering educational assistance. It is understood that the Company has the right to modify it as it deems necessary.

This Agreement is signed, this 2nd day of June, 2011.

Alain Larocque

Director, Human Resources
BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communication Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON ENHANCED MENTORING TRIAL

Whereas, the CEP and Bell Technical Solutions jointly agree to conduct a trial, namely, the "Enhanced Mentoring Trial", for a group of newly hired Apprentices in 2011.

Whereas the newly formed, Joint Skills Development Committee (JSDC) will review the results of this trial.

Whereas, the CEP and Bell Technical Solutions, agree to reconvene after receiving the recommendations brought forth by the JSDC, and will jointly determine whether the trial should be expanded into subsequent years.

Therefore, the parties agree as follows:

- 1. The "Enhanced Mentoring Trial" period will be conducted up to June 30th, 2011
- 2. The trial will involve approximately 10% of our newly hired Apprentice for the above-mentioned period
- 3. This "Enhanced Mentoring Trial" entails an additional ten (10) days of one-on-one mentoring with an experienced technician, within the two (2) weeks immediately following the in-class training
- 4. The experienced technician will have received the appropriate Mentoring Training
- 5. Apprentices will be randomly chosen for this trial, on the last day of their in-class training. Up to 25% of the new hire class may participate in this "Enhanced Mentoring Trial"
- 6. During such period, the load will be the sole responsibility of the Apprentice.

This Agreement is signed, this 2nd day of June, 2011.

Alain Larocque

Director, Human Resources

BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON BRANDED CLOTHING

- a) For the duration of this Collective Agreement, the Company is committed in providing at its own expense work clothing for all its employees. The quantity of branded clothing, identified with our customer's logo, will be remitted to each employee as established and according to paragraph h) below. All employees will be able to buy additional clothing if so desired. The price list will be made available via the Company Intranet.
- b) The Company is committed to maintain the same quality and standard of clothing for the duration of this agreement. The LRC will be consulted when selecting or changing the branded clothing. The Company will give preference to union-made products in Canada as long as pricing is competitive.
- c) It is agreed that the clothing may be replaced, at no cost to the employee, by the Company if obvious wear and tear due to normal usage or unintentional damage is evident.
- d) For the first six month of the contract, branded clothing provided by the Company will be supplied to employees on a voluntary basis. It is understood that an employee interested in the branded clothing, will be required to take all the components of the clothing package and is committed to wear these, each working day. At the end of the first six month of the program, the Union and the Company will meet to determine if the program shall be continued. At that time, if the program is continued, this program will become mandatory for all employees.
- e) It shall be the employee's responsibility to ensure that no removal of current branding and no addition of any other logo may be applied or visible with the branded clothing. It shall be the employee's responsibility to maintain the branded clothing presentable and without any modifications. All cleaning costs will be the employee's responsibility.
- f) The renewal of the branded clothing will be carried out in accordance to the grid established in paragraph h) below. An ordering system may be made available by the Company to ensure proper distribution of the branded clothing.
- g) In the event of an employee's departure, the employee shall return his tools and at the same time, his work clothing in order that the latter be destroyed to ensure the safety of the customers and their family.

cont'd.../2

h) The Company will provide:

1 Winter coat	Every 3 years
1 Windbreaker	Every other year
3 Pairs of Pants (4 seasons)	Each year
2 Pairs of Bermuda shorts	Each year
4 Long Sleeve Shirts	Each year
4 Short Sleeve Shirts or Polos	Each year
1 Baseball Cap	Each year
1 Tuque	Each year

This Agreement is signed, this 2nd day of June, 2011.

Alain Larocque
Director, Human Resources
BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communication Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON JURISDICTION OF WORK

It is understood that the work performed by Entourage Technology Solutions on behalf of Bell Canada at the time of Entourage (Subco)'s creation will henceforth be performed by Bell Technical Solutions, under similar conditions and in compliance with the terms and conditions set out in the Memorandum of Agreement – Entourage Technology Solutions (ETS) included in Bell Canada's current Collective Agreement.

This Agreement is signed, this 2^{nd} day of June, 2011.

Alain Larocque

Director, Human Resources
BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON VOLUNTARY PRE-RETIREMENT PROGRAM

After discussions, the Union and the Company have concluded that it will be to the benefit of senior employees to have access to a voluntary Pre-Retirement Program that will allow them to transition into retirement.

This program may include all or some of the following options and benefits:

- a) working reduced number of days in a week
- b) working reduced number of hours in a day
- c) access to seasonal work for parts of the year
- d) maintain Benefits as a Full-Time Employee
- e) maintain seniority and status

This program will be available to employees fifty-five (55) years of age or older, who are in their last two (2) years of employment. After two (2) years or any time during this period, if the employee decides not to retire, they will return to their prior work schedule.

Each case will be subject to a separate Letter of Agreement established at the LRC, between the employee, the Union and the Company and a work schedule will be established as per the needs of the Company.

This Agreement is signed, this 2^{nd} day of June, 2011.

Alain Larocque

Director, Human Resources

BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road, Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON TRANSITIONAL REGULAR PART-TIME EMPLOYEES

Whereas the Union and the Company have agreed to modify the job status;

Whereas these new status will be Regular Full-Time 1, 2 & 3 as well as Senior Part-Time and Regular Part-Time;

Whereas the status of Regular Part-Time employees existing prior to the signature of this contract will be phased out over time:

Whereas the intention is that during the transition period existing Regular Part-Time employees not yet upgraded to RFT-3, will maintain all their benefits and privileges in the Collective Agreement.

It is agreed that the Regular Part-Time employees that existed prior to the signature of this bargaining contract will now be identified as Transitional Regular Part-Time (TRPT) employees. These positions will be transitioned to RFT-3 status employees as upgrades occur.

In the meantime, the following conditions will apply to this status of employee:

• All conditions in the Collective Agreement that apply to RFT-3 employees, apply to TRPT employees, with the exception of the articles specified below:

ARTICLE 1 - DEFINITION "TRANSITIONAL REGULAR PART-TIME" EMPLOYEE

"Transitional Regular part-time employee" is defined as an employee who has transitional status and who works twenty four (24) hours per week. However, this employee may work more hours at the Company's request, up to forty (40) hours per week.

ARTICLE 2 -MAJOR FORCE ADJUSTMENT

For the purpose of the administration of Article 10 of the Collective Agreement, TRPT employees will be considered as Full-Time employees.

ARTICLE 3 -REMUNERATION

For the purpose of the administration of Article 15 of the Collective Agreement, TRPT employees will be considered as Full-Time employees.

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ARTICLE 4 -HOURS OF WORK

- 4.01 a) The basic hours of work per day for a TRPT employee shall be eight (8) hours. However, basic hours of work may be ten (10) hours per day, when mutually agreed upon by the Operations Manager and his employee.
 - b) When assigning additional hours of work the Company will give priority to TRPT employees before offering such hours to Part-Time employees once the Part-Time employees have been provided with two (2) days of work per week, providing the offering of such hours does not generate overtime.
 - c) Split-Shift
 - The Company will not force any TRPT employee to accept a split-shift position. In the event a TRPT employee accepts such position, it is understood he will work up to six (6) Saturdays out of eight (8) according to his seniority.
 - ii. In the event, where a TRPT employee requests to return to a schedule other than split-shift, the employee will be required to give the Company at least two (2) weeks notice prior to the next eight (8) week schedule, according to Article 16.01 b).
- 4.02 a) Where the Company decides to reduce the hours of work of Full-Time employees, it shall automatically reduce the hours of work of TRPT employees.
 - b) While the hours of work are reduced in the application of Article 16.03 a) of the Collective Agreement, the Company shall offer available hours of work to Full-Time employees before offering such hours to TRPT employees, providing the offering of such hours does not generate overtime. The offering of such available hours shall be within a Team Territory or Territories where multiple Team Territories exist within a common locality.
 - c) The Company may reduce the hours of work for TRPT to sixteen (16) hours per week in a given Team Territory. These employees may work more hours per pay period, at the Company's request, up to a maximum of thirty-six (36) per pay period totalling the maximum number of hours worked by a full-time employee during a reduced period. These hours shall be paid at the normal rate of pay.
 - i. When multiple Team Territories exist in a common locality, as described in Appendix "B" (example 416 East), the hours of work will be reduced in all Team Territories in the common locality.
 - ii. The Company shall always give seven (7) calendar days notice before reducing the hours of work to sixteen (16) hours per week. However, if the team agrees the Company may return to the normal work schedule (twenty-four (24) hours per week) without the seven (7) calendar day notice.
 - iii. When the hours of work are reduced in application of Article 4.02 c), the Company must first offer additional hours of work to TRPT employees before offering them to Part-Time employees, provided the Part-Time employee has worked their hours according to Article 16.04 e) of the Collective Agreement and provided the offering of such hours does not generate overtime.
 - iv. The offering of such available hours shall be within a Team Territory or Territories where multiple Team Territories exist within a common locality.
 - v. During the reduction of hours, the employee may choose one of the outlined options. The employee must remain on his chosen shift for the duration of the reduced hour period.
 - Two (2) days of eight (8) hours per week
 - Four (4) days of eight (8) hours per two (2) week period
- 4.03 a) During the months of April to October, the Company shall give a four (4) calendar days notice before making any change in the basic work schedule (twenty-four (24) hours per week) of a TRPT employee. Basic hours of work (twenty-four (24) hours per week) shall be clearly identified on the employee's schedule. However, hours of work scheduled in excess of the basic hours of work may be changed or cancelled no later than nine (9:00) p.m. on the day before the scheduled workday.
 - b) During the months of November to March, the Company must notify a TRPT employee of any change to his basic work schedule (twenty-four (24) hours per week) no later than noon (12:00) p.m. on the day before the scheduled workday. Hours of work scheduled in excess of the basic hours of work may be changed or cancelled no later than nine (9:00) p.m. on the day before the scheduled workday.

- 4.04 TRPT Employees shall be entitled to two (2) consecutive days of rest each week.
- 4.05 No TRPT employee shall be scheduled on more than six (6) weekends (Saturday or Sunday) in an eight (8) week schedule period as specified in Article 16.01 b) of the Collective Agreement

ARTICLE 5 - OVERTIME

For the purpose of the administration of Article 17 of the Collective Agreement, TRPT employees will be considered as RFT-3 employees.

ARTICLE 6 -STATUTORY HOLIDAYS

For the purpose of the administration of Article 18 of the Collective Agreement, TRPT employees will be considered as Full-Time employees.

ARTICLE 7 - ANNUAL VACATIONS

- a) For each allocated week as per Article 19.04 a) of the Collective Agreement, TRPT employees will be entitled to 2% of their gross salary earnings, from previous reference year or twenty-four (24) hours of their normal wages, whichever is greater
- b) For the purpose of the administration of all other parts in Article 19 of the Collective Agreement, except for Articles 19.06 and 19.07, TRPT employees will be considered as Full-Time employees.

ARTICLE 8 -PERMANENT TRANSFER PROCEDURE

For the purpose of the administration of Article 20 of the Collective Agreement, TRPT employees will be considered as Full-Time employees.

ARTICLE 9 -SICKNESS ABSENCES AND BENEFITS

For the purpose of the administration of Article 22 of the Collective Agreement, TRPT employees will be considered as Full-Time employees.

ARTICLE 10 -BEREAVEMENT LEAVE

For the purpose of the administration of Article 27 of the Collective Agreement, TRPT employees will be considered as Full-Time employees.

For the purpose for the administration of the Appendix "A" of the Collective Agreement, TRPT employees will be considered as Full-Time Employees.

This Agreement is signed, this 2nd day of June, 2011.

Alain Larocque

Director, Human Resources

BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road., Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON FIBE-TV

Whereas, Fibe-TV represents the best future for Bell Technical Solutions and all technicians being part of the Corporation;

Whereas, the Company intends to go through intensive training and that over time should cover all employees in the common locality where Fibe TV is offered to customers;

Whereas, the Company will be posting all Fibe-TV positions;

Whereas, the following agreement will be administered by common locality for a period of three (3) years, commencing on the implementation of Fibe-TV within that common locality:

Therefore, both parties agree as follows:

- 1. The Company commits to train all employees who apply on FIBE-TV postings
- 2. Furthermore, throughout the growth of FIBE-TV market in each required common locality, the Company will train all employees, who have not yet volunteered
- 3. Considering the growth and importance of FIBE-TV for the future of all employees, both parties agree that the following temporary adjustments are required during the implementation phase:

a) Equitable distribution of hours

Notwithstanding Article 16.04 b) i), during the FIBE-TV implementation period in one (1) given common locality, the Company will make all reasonable effort to equitably distribute hours amongst all Part-Time employees. However, it is understood that Part-Time employees working on the FIBE-TV load, may work more hours than

Part-Time employees on the FMS load. The equitably of hours will be respected within the FIBE-TV team.

b) Overtime

- Notwithstanding Article 17.03, overtime hours related to FIBE-TV will be offered to FIBE-TV technicians by common locality and seniority, under the same criteria used in the abovementioned Article.
- ii. Notwithstanding Articles 17.04 and 17.05, in the event that there are not enough volunteers, the Company shall assign overtime to FIBE-TV technicians, under the same criteria used in the abovementioned articles.

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4. The provisions stipulated in point 3 above, will cease to apply after all applicants for FIBE-TV in the common locality have been trained, or after three (3) years from the implementation of FIBE-TV within that common locality. It is understood that all applicants for FIBE-TV postings will be trained within a reasonable period of time.

This Agreement is signed, this 2nd day of June, 2011.

Alain Larocque

Director, Human Resources
BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

AGREEMENT BETWEEN:

The Communications Energy and Paperworkers Union of Canada 5915 Airport Road., Suite 510 Mississauga, Ontario L4V 1T1

AND

Bell Technical Solutions Inc. 75 rue J-A-Bombardier, Suite 200 Boucherville, Québec J4B 8P1

AGREEMENT ON REGIONAL LABOUR MANAGEMENT MEETINGS (RLM)

Whereas, the intent of the CEP and Bell Technical Solutions, is to work together in an ongoing effort to strengthen the working relationship throughout the regions;

Whereas, both parties wish to formalize a forum for discussions between the Local Union Representative and the Regional Manager for each region;

Therefore, the parties agree as follows:

- 1. Convene Quarterly meetings at a Regional level
- 2. The mandate of the RLM will be:
 - a. to update the Local Union Representative on the business direction
 - i. recruitment
 - ii. productivity
 - iii. quality
 - iv. financial
 - v. other subjects of interest
 - b. to discuss implementation of new processes or projects
 - c. to discuss and address Union issues and concerns
- 3. This meeting will not be a forum to discuss any individual grievances.
- 4. The RLM will be formed as follows:

Company	Union	
Regional Manager	One Representative by Local	
 Any additional guests / resources may be invited to attend as requested by the Regional Manager 	National Representative or his representative may attend	

- 5. The RLM will meet face to face every quarter, where some participants may attend via a conference call.
- 6. The meeting will be held at the Regional Office or at any other mutually agreed location.

This Agreement is signed, this 2nd day of June, 2011.

Alain Larocque

Director, Human Resources
BELL TECHNICAL SOLUTIONS INC.

Sean Howes

National Representative

COMMUNICATIONS ENERGY AND PAPERWORKERS

CONTACT LIST						
	Office :					
Local Steward :	Pager:					
	Home :					
	Office :					
Operations Manager	Pager:					
	Home:					
INSURANCE						
THE PERSONAL (home and car insurance)	Everywhere in Canada	1.888.277.6481				
INDUSTRIAL ALLIANCE: (Have in hand your policy and certificate numbers)						
INDOSTRIAL ALLIANCE. (Have in hand your policy	and certificate numbers)					
Life insurance						
Health care						
Dental care	Customer care center for BTS employ	1.877.780.5933				
	<u>www.inalco.co</u>					
Short term disability						
Long term disability						
Emergency Out-of-Province Assistance	Canada/U.S.A.	1.800.203.9024				
* Have in hand your policy, certificate and	Mexico	001.800.514.3156				
Provincial Health care numbers before phoning	Everywhere else in the World (call col	lect) 514.499.3747				
RRSP / DPSP						
Industrial Alliance	Toll free	1.877.780.5933				
EMPLOYEE SAVINGS PLAN						
Morneau Sobeco	Toll free	1.866.828.3539				
EMPLOYEE ASSISTANCE PLAN						
Shepell-fgi	Toll free	1.800.387.4765				
OTHER CONTACTS						
Human Resources Central number		1.888.542.3977				
Human Resources Fax number		1.800.379.9918				
Benefits Department Benefits Fax number		1.866.643-3568 1.888.283.5946				