

# **COLLECTIVE AGREEMENT**

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BETWEEN

**BELL TECHNICAL SOLUTIONS**

(Hereinafter referred to as  
“The Company”)

And

**UNIFOR**

(Hereinafter referred to as  
“The Union”)

From May 19 2016 to January 6 2019

## **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**

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- 1.01**        **Purpose of Agreement** The purpose of this Agreement is to establish, maintain and promote harmonious relations between the Company and its employees, promote employee safety, provide fair and equitable working conditions and facilitate the settlement of any grievances that may arise.
- 1.02**        The Company recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the bargaining certificate in regards to working hours, wages and working conditions.
- 1.03**        **Management Rights** The Company has the right and exclusive authority to manage its operations in accordance with its commitments, manage its affairs efficiently and direct its workforce. However, such rights and authority will not be exercised in a manner inconsistent with the provisions of this Agreement, and/or any legislation or charters.
- 1.04**        Whenever a new job title is established during the term of this Agreement, the new job shall be covered by this Collective Agreement and the parties agree to negotiate wages and working conditions for the new positions.
- 1.05**        The work of the clerical workers' bargaining unit can only be performed by the employees of this unit.

## **ARTICLE 2 – DISCRIMINATION AND HARASSMENT**

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- 2.01**        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.
- 2.02**        The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee by reason of pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, colour, ethnic origin, political affiliations with a legitimate political party or for exercising any of their rights under this Collective Agreement.

**ARTICLE 2 –  
DISCRIMINATION AND HARASSMENT** (continued)

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- 2.03** 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 of The Company shall be subjected to racial, sexual, personal or psychological harassment or shall be required to tolerate such harassment at work.
- 2.04** The provisions of this Agreement are intended to be gender neutral, and will be interpreted on that basis.

**ARTICLE 3 –  
DEDUCTIONS**

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- 3.01** All employees shall pay union dues and be union members. Employees hired or transferred into the bargaining unit shall become members of the Union and shall pay dues within thirty (30) days of their hiring or transfer, as a condition of their employment.
- 3.02** The Company shall deduct union dues for each pay period based on hours paid (excluding overtime hours) from all employees in the bargaining unit.
- 3.03** Regular union dues are those determined by each Union Local as the dues payable and shall not include any other amount such as initiation fees, insurance premiums or special levies.
- 3.04** The Secretary-Treasurer of the National Union shall, from time to time, certify to the Company the amount of the regular union dues.
- 3.05** Within fifteen (15) days of the end of each month, the Company shall remit to the Unifor Secretary-Treasurer, the amounts so collected less any amounts paid by the Company on behalf of the Union. The Company shall furthermore provide a list showing the amounts deducted from each employee, by Union Local. The Union shall inform the Company to which Union Local each employee must pay their dues.
- 3.06** The Company will cease making such deductions when an employee is given a permanent non-unionized assignment. Employees on a temporary non-unionized assignment shall continue to pay dues.

**ARTICLE 3 –  
DEDUCTIONS** (continued)

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**3.07** It is understood and agreed that the Union will defend and hold the Company harmless from any and all claims that may be made against it by any employee or on behalf of any employee or employees for amounts deducted from wages as per this Article.

**HUMANITY FUND**

**3.08** 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 Unifor Social Justice Fund.

This deduction shall be processed on a monthly basis, within fifteen (15) days of the end of each month and be deposited in the account of the registered charitable organization designated as the Unifor Social Justice Fund.

**ARTICLE 4 –  
UNION OFFICERS**

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**4.01** The Union shall inform the Company quarterly in writing of the names of Union Officers and Union Stewards.

**4.02** The number of Union Stewards will be determined as follows.

<b>Number of Employees</b>	<b>Number of Stewards</b>
1-25	1
26-50	2
51-75	3
76-100*	4

\*Additional Stewards will be added should the number of employees exceed 100, in keeping with the ratios above.

There will also be one (1) Chief Steward who may represent all employees. The Company shall also recognize any employee elected to the position of Union Local Officer.

**4.03** The Company agrees that permission for representatives of the Union to enter the Company's premises will not be unreasonably withheld, provided that the Union gives notice.

**ARTICLE 5 –  
TIME OFF FOR UNION BUSINESS**

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**5.01**

- a) An employee having a grievance or potential grievance may confer with their Union Steward or with management during their 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 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.
- c) It is understood that Union Representatives have work to perform for the Company and any time spent on Union matters during working hours will be devoted only to Union business as provided for in this Agreement. In keeping with that understanding, it is also agreed that Union Representatives have a legal obligation to provide proper representation and time off for union business will not be unreasonably withheld. Both the Union and the Company agree that the granting and use of time off the job will not be abused.

**5.02**

- a) A Union Steward, Chief Steward or a Union 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 Union Local Officer, on behalf of the Union, at his basic rate of pay for all time off to tend to other Union business. Any amount so paid, including wage contributions payable by the Employer, shall be deducted from union dues as per Article 3.05. 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 (OXF). Such time off shall be requested by the Union with at least 48 hours advanced notice. In the event that the notice period is not met, the Company will endeavor to grant the request.



**ARTICLE 5 –  
TIME OFF FOR UNION BUSINESS** *(continued)*

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- 5.03** The employee, Union Steward, Chief Steward or Local Officer must arrange with their manager, subject to service requirements, for all time off the job required. If such time off cannot be granted for the requested date, the 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.
- 5.04** The time requested pursuant to this Article shall be made in a format provided by the Company. This information will be used to prepare the statement of account, which shall be remitted to the National Union.

**ARTICLE 6 –  
STRIKE AND LOCK-OUT**

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- 6.01** During the term of this Agreement, the Company agrees that there will be no lock-out and the Union agrees that there will be no strike, slowdown or any other stoppage or interference that would cause any interruption of work.

**ARTICLE 7 –  
DEFINITIONS**

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**REGULAR FULL-TIME EMPLOYEE (RFT)**

- 7.01** “Regular Full-Time employee” means a person who works forty (40) hours per week.

**SENIOR PART-TIME (SPT)**

- 7.02** “Senior Part-Time employee” means a person who works at least forty-eight (48) hours per pay period. However, at the Company’s request, such employees may work up to forty (40) hours per week.

**REGULAR PART-TIME (RPT)**

- 7.03** “Regular Part-Time employee” means a person who works at least sixteen (16) hours per pay period. However, at the Company’s request, such employees may work up to forty (40) hours per week.

**ARTICLE 7 –**  
**DEFINITIONS** (continued)

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**TERM EMPLOYEE**

- 7.04** “Term employee” means an employee who is hired for a maximum of eighteen (18) months, specifically to replace another employee who is on an approved leave of absence (e.g. maternity/parental leave, personal leave, etc.) between six (6) month to eighteen (18) month duration.

**PROBATIONARY PERIOD**

- 7.05** The probationary period for a new employee is nine hundred sixty (960) regular hours of work. During the probationary period, an employee may be terminated for any reason whatsoever, at the Company’s sole discretion. The Company agrees to provide the employee and their Union Steward with a copy of the notice of termination stating the reasons the Company deemed the employee unsuitable.

**ARTICLE 8 –**  
**SENIORITY**

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- 8.01**
- a) Service for the purpose of vacation and benefits is equal to the length of continuous service accumulated from the date of hire.
  - b) Seniority is determined by the length of continuous service accumulated within the bargaining unit.
  - c) If two or more employees have the same seniority date, the employee with the lowest employee number will be considered to have the most seniority.

**SENIORITY LIST**

- 8.02** The Company will prepare and post on the intranet site, in February and August, the seniority list of all employees in the bargaining unit. A copy of the list will be sent to the Union Steward.

**NOTICE TO THE UNION**

- 8.03** The Company agrees to notify the Union Steward in writing within seven (7) calendar days of any hiring, reclassification, permanent transfer or temporary transfer of more than fifteen (15) calendar days, or of a promotion to a position outside the bargaining unit.

**ARTICLE 8 –**  
**SENIORITY** (continued)

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**8.03**            The Company further agrees to advise the Union Steward concerned of  
**(continued)**    an employee's retirement, resignation, death or leave of absence of  
more than thirty (30) days.

**RETURNING TO THE BARGAINING UNIT**

**8.04**

- a) An employee, who takes a position within the Company, but outside the bargaining unit, may return to their unit within eighteen (18) months of their assignment. For the purpose of this Article, all time frames shall be considered cumulative during the term of this Agreement.
  
- b) During this period, the employee shall accumulate seniority within the bargaining unit and shall continue to pay dues.

**ARTICLE 9 –**  
**WORKFORCE ADJUSTMENT**

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**9.01**            If, for any reason whatsoever, the workload is reduced to the extent that the Company contemplates layoffs, the Company and the Union will endeavor to reach an agreement on workforce adjustment

**9.02**            Where the parties are unable to reach an agreement on 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 with a layoff plan to the extent that it deems necessary.

**9.03**            However, it is expressly understood that if the Company adopts a layoff plan on expiration of the period of seven (7) calendar days, negotiations aimed at coming to an agreement relating to layoffs shall be resumed at the request of either party. Similarly, after an agreement has been reached regarding such a plan, either party may reopen negotiations at any time in an effort to bring changes to the adopted plan.

**SURPLUS EMPLOYEES**

**9.04**            If layoffs within a department are required, the Company will proceed to declare employees surplus in reverse order of seniority within the department.

**ARTICLE 9 –**  
**WORKFORCE ADJUSTMENT** (continued)

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A surplus employee in a Coordinator position will only be laid off if there is a senior surplus employee in a bargaining unit who has previously performed the Coordinator position satisfactorily, and is willing and qualified to perform the coordinator's role with a maximum of two weeks of re-training.

**TEMPORARY REDUCTION OF HOURS IN A DEPARTMENT**

**9.05** Prior to layoff in a department the Company may invoke a temporary reduction of hours with the following conditions:

- a) All Regular Part-Time employees in the department will be laid off.
- b) For a maximum of a twenty-six (26) week period, the Company may reduce hours of all other employees in the department.
- c) The Company shall always give seven (7) calendar days notice before reducing the hours of work in a department.
- d) During the reduction of hours in a department, the employees will be scheduled as follows:
  - i. Regular Full-Time employees' hours will be reduced to one of the following shifts:
    - Four (4) days of eight (8) hours per week.
    - Five (5) days of seven (7) hours per week.
    - Other shifts may be utilized by way of agreement between the parties.
  - ii. Senior Part-Time employees will be reduced to thirty-six (36) hours per pay period with shifts of no less than six (6) hours per day worked, with the exception of employees identified in Article 15.08.
- e) Shift requirements will be determined by the Company, and allocated to the employees by seniority.

**ARTICLE 9 –**  
**WORKFORCE ADJUSTMENT** (continued)

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**9.05**  
**(continued)**

- f) While the hours of work are reduced in a department, the Company shall offer additional available hours of work by seniority to the employees in the department on reduced hours, providing that the offering of such hours by seniority does not generate overtime.
- g) If the employees on reduction of hours are working full-time hours, the Company will give laid off employees, in order of seniority, the opportunity to work additional available hours that they are qualified to perform, up to the minimum hours required by status, notwithstanding Article 15.13.
- h) Any further plan for reduction of hours in a department may only be invoked following a period equal to the length of the initial reduction of hours period. (E.g. 6 weeks waiting period after a period of 6 weeks of temporary reduction of hours.)

**BUMPING**

**9.06**

- a) The employee who is designated as surplus may, provided they are qualified to assume the full responsibilities of the job with a maximum of two (2) weeks training, bump an employee with less seniority within the bargaining unit or choose to be laid off.
- b) Any RFT or SPT employee who bumps another employee under 9.06 a) will maintain their Full-Time or Part-Time status. However, if the employee bumps into a position with a lower hourly rate, their rate will be frozen at their current rate until the hourly rate for their step on the wage grid for the new position exceeds their current hourly rate. Further progression will occur in accordance with the new wage grid.
- c) Any employee who is unable to bump another employee under this article will be laid off.

**ARTICLE 9 –  
WORKFORCE ADJUSTMENT** (continued)

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**SENIORITY LIST**

- 9.07** In the event of a layoff, the Company shall provide the Union with a revised seniority list for all employees in the bargaining unit within seven (7) calendar days.

**LAYOFF PROCEDURE**

- 9.08** It is understood that any plans for temporary reduction of work hours in the department will be terminated prior to layoffs in the department.

- a) Should the workload decrease such that the Company needs to reduce employees, they will be laid off in reverse order of seniority within their department.
- b) The Company will give laid off employees, in order of seniority, the opportunity to work additional available hours that they are qualified to perform, up to the minimum hours required by status notwithstanding Article 15.13.
- c) Laid off employees shall be placed on a recall list where they shall remain for a period of two (2) years from the date of their last layoff.

**NOTICE OF LAYOFF**

- 9.09** An employee who is laid off will receive written notice in accordance with the applicable labour laws. A copy of the layoff notice shall be provided to the Union.

**RECALL PROCEDURES**

- 9.10**
- a) The recall list shall be established and maintained in the order of seniority.
  - b) Recall of employees shall be made on a seniority basis. The recalled employee must be qualified to perform the available work.
  - c) Regular Part-Time employees will not be recalled while there are Regular Full-Time or Senior Part-Time employees on layoff.

**ARTICLE 9 –**  
**WORKFORCE ADJUSTMENT** (continued)

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**9.10**  
**(continued)**

- d) When the Company wishes to recall an employee, it shall send a recall notice, by registered mail, to the employee's current address. The Company may recall employees by telephone in the presence of a Union Officer before sending the recall notice.
- e) The date of the recall notice shall be the date the registered letter is sent to the employee's current address of record with the Company.
- f) It is the responsibility of the laid off employee who wishes to be recalled to keep the Company informed of his current address and telephone number by notifying the Human Resources Department of any change.
- g) The employee shall notify the Company of his acceptance within seven (7) calendar days of the date of the recall offer and must report for duty within fourteen (14) calendar days of receiving the recall notice unless otherwise mutually agreed.
- h) Prior to hiring any new employee into the bargaining unit, the Company shall offer the position to the Regular Part-Time employee with the most accumulated seniority who is qualified to perform the work and whose name is on the recall list.

**ARTICLE 10 –**  
**HEALTH AND SAFETY**

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**10.01** Both parties recognize the need to ensure the safety and protection of the health of all employees. Upon the signing of this agreement, Letter of Agreement 6 – Agreement on Health and Safety Representatives, will be in effect until the renegotiation of the existing Health and Safety Terms of Reference between BTS and Unifor, dated September 21, 2015. These Terms of Reference and any future Terms of Reference are subject to the grievance and arbitration process.

**10.02** An employee may refuse to work if they deem such work may be dangerous to themselves or others as per CLC, part 2, section 128.

**ARTICLE 10 –**  
**HEALTH AND SAFETY** (continued)

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**10.03** There will be a local health and safety committee of employees who will represent the clerical staff at any BTS Offices. This committee will consist of two (2) employee representatives and two (2) representatives of the Company. The Union and the Company will have to declare in writing to the other party the names of two (2) representatives and report any changes as required.

The committee will meet monthly unless there is mutual agreement between the parties.

The Health and Safety Committee is governed in accordance with the applicable law.

**10.04** Following any work accident there will be an official inquest that will include a Health and Safety Representative.

**ARTICLE 11 –**  
**DISCIPLINARY AND NON-DISCIPLINARY ACTION**

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**11.01** Where disciplinary or non-disciplinary action is taken, the Company may for just cause, give verbal counseling or a written warning, or suspend, demote or dismiss an employee.

**11.02** The Union Steward shall be present when disciplinary or non-disciplinary action – including verbal counseling - is taken or handed out. However, the employee may refuse to be accompanied by their Union Steward.

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.

The term “verbal counseling” does not include the day-to-day discussions between management and the employee and is intended to address actions that, if not corrected, may lead to future disciplinary action. Verbal counseling shall not be considered as discipline and shall not form part of the disciplinary record.

**11.03** The Company shall immediately notify, in writing, the Employee and their Union Steward of any disciplinary or non-disciplinary action that will be taken against them and provide specific reasons for such action.



**ARTICLE 11 –**  
**DISCIPLINARY AND NON-DISCIPLINARY ACTION** (continued)

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**11.04** All disciplinary and non-disciplinary action taken is recorded in the employee's record and any action dating more than eighteen (18) months shall be removed from their record.

**11.05** An employee is entitled to consult their disciplinary record upon request. They may, in this instance, be accompanied by their Union Steward. A Union Steward may, with the employee's express written consent, consult the disciplinary record of any employee who submits a grievance.

**ARTICLE 12 –**  
**GRIEVANCES**

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**DEFINITIONS**

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

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

"Meeting": A grievance meeting may be held face to face, or with the consent of the Company and Union, be held through the use of video/teleconferencing facilities. It is understood that this consent will not be unreasonably withheld.

"In writing" shall mean any current method of written communication, i.e. email.

**12.02** An employee should confer with his Union Steward, Manager, or both in an effort to resolve any issues prior to filing a formal grievance.

**STEP 1**

**12.03** A grievance form shall be submitted by the Union within thirty (30) calendar days from the time the employee knew or reasonably ought to have known of the event allegedly giving rise to the grievance. Within the seven (7) days following, a meeting will be convened.

The Union Steward and Grievor, or Union Steward alone shall present the grievance to the Senior Manager (or designate).

**ARTICLE 12 –**  
**GRIEVANCES** (continued)

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**12.03**            The Senior Manager (or designate) shall render their decision and  
(continued)        advise the Union in writing within fifteen (15) calendar days of the Step  
1 meeting.

In the case of a grievance arising as a result of an employee termination, the grievance may be submitted directly to Step 2.

**STEP 2**

**12.04**            Where the grievance has not been settled at Step 1, the Union will  
notify the Director (or designate) in writing of the intention to proceed  
to Step 2 within fifteen (15) calendar days following the decision  
rendered at Step 1.

Within seven (7) days of receipt of the notification, the Company and the Union will agree on a meeting date.

The Director (or designate) will convene a meeting with the Chief Steward, the Steward and, if appropriate, the Grievor, to hear the grievance and render a decision in writing within fifteen (15) calendar days of the Step 2 meeting.

A National Union Representative (or designate) may participate, as may another member of the Management Team.

**STEP 3**

**12.05**            Where the grievance has not been settled at Step 2, the Union will  
notify the Senior Manager of Labour Relations in writing of its  
intention to proceed to Step 3 within fifteen (15) calendar days  
following the decision rendered at Step 2.

Within seven (7) days of receipt of the notification, the Company and the Union will agree on a meeting date.

The Senior Manager or Director of Labour Relations (or designate), and the Labour Relations Consultant will convene a meeting with the National Representative (or designate), and Local Union Representative to hear the grievance at Step 3.

**ARTICLE 12 –**  
**GRIEVANCES** (continued)

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**12.05**            The Senior Manager of Labour Relations will render a decision in writing  
**(continued)**        within fifteen (15) calendar days of the Step 3 meeting.

**NATIONAL UNION GRIEVANCES**

- 12.06**
- a) The National Union may submit grievances that are general in nature and for which a general remedy is sought.
  - b) Such a grievance shall be submitted to the Director of Labour Relations by a National Union Representative or Officer within thirty (30) calendar days from the time the National Union knew or reasonably ought to have known of such event.
  - c) The Director of Labour Relations or designate shall meet with the National Union Representatives or Officers as soon as practicable and render their decision, in writing, within fifteen (15) calendar days of the meeting. The Senior Manager of Labour Relations or another member of Management named by them may attend the meeting.
  - d) This procedure shall not be used for processing individual grievances.

**12.07**            Any grievance not submitted within the time limits stipulated in this Article shall be deemed to have been abandoned and may not be continued or re-opened. If the Company fails to respond or if a grievance is not settled at Step 1 or 2 within the prescribed time limits, the Grievor may proceed immediately to the next step.

**12.08**            The time limits may not be extended except by written consent of the two parties.

- 12.09**            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 that shall identify the Local, year and be numbered sequentially.

**ARTICLE 12 –**  
**GRIEVANCES** (continued)

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**12.10** Any grievance settlement shall give rise to a written agreement signed by the parties, such an agreement being an individual case that cannot be used as a precedent by either of the parties.

**12.11** If a grievance is not settled, it may be submitted to arbitration.

**ARTICLE 13 –**  
**ARBITRATION**

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**13.01** Where the Union wishes to submit a grievance to arbitration it shall advise the Senior Manager of Labour Relations in writing within thirty (30) calendar days of the date of the decision at Step 3, or the decision of the Director of Labour Relations in the case of a National Union grievance, was or should have been rendered.

**13.02** The notice shall suggest the names of three (3) individuals it is prepared to accept as single arbitrator. The Company shall then have thirty (30) calendar days to decide on an arbitrator with the Union.

**13.03** Where the parties fail to agree on an arbitrator, either party may apply to the Ministry of Labour to appoint an arbitrator.

**13.04** 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.

**13.05** Arbitration costs shall be borne equally by the Company and the Union.

**ARTICLE 14 –**  
**REMUNERATION**

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**14.01** The hourly rates until January 6, 2019 are set out in the wage schedule in Appendix A.

**14.02** The interval between each step of the wage schedule and the progression from one step to the next is set out in Appendix A. The Company reserves the right to hire an employee at an hourly rate commensurate with his experience, training or education.

**ARTICLE 14 –  
REMUNERATION** (continued)

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**JOB TITLES**

**14.03** Subject to the provisions of Article 1.04, the job titles of employees are as follows:

- A1 – Sales Associates
- A2 – Bilingual Sales Associates
- B1 – DD-1/Payroll Associates
- B2 – 8 Week Scheduling/Training Scheduling Associate
- C1 - Purchasing and Logistics Associates
- C2 – Purchasing and Logistics Coordinator
- D1 – Orders/Customer Care and Billing/Invoice Payroll Associates
- D2 – Reporting and Control Center Coordinators
- E1 – Real Estate Coordinator

**14.04** Each pay period is two (2) weeks ending Saturday. Employees shall be paid on the second Wednesday following the pay period. The pay shall include remuneration for overtime work and any other addition included in the pay period. Pay will be adjusted for unpaid absences that occurred during such pay period.

**ARTICLE 15 –  
HOURS OF WORK**

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- 15.01**
- a) “Basic hours of work” means the number of hours worked per day and per week as per this Article.
  - b) The arrangement of hours for all tours of duty shall be established by the Company. Such hours and tours will be posted on an 8 week schedule.
  - c) The Company endeavors to ensure that any changes to the schedule are kept to a minimum with as much advanced notice as possible, taking into consideration the requirements of the job.

**ARTICLE 15 –**  
**HOURS OF WORK** (continued)

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**REGULAR FULL-TIME (RFT)**

**15.02** Regular Full-Time employees work eight (8) hours per day. However, basic hours of work may be ten (10) hours per day, when mutually agreed by the employee and their immediate manager.

**15.03** The basic hours of a Regular Full-Time employee are forty (40) hours per week, i.e. a five (5) day week. However the basic hours may be averaged over a two (2) week period on the basis of ten (10) days totaling eighty (80) hours. Where four (4) ten (10) hour days are scheduled as per Article 15.02 above, the basic hours may also be spread over a two (2) week period consisting of eight (8) ten (10) hour days.

**SENIOR PART-TIME (SPT)**

**15.04** Senior Part-Time employees work eight (8) hours per day. However hours of work may be ten (10) hours per day when mutually agreed by the employee and their immediate manager.

**15.05** The basic hours of a Senior Part-Time employee are forty-eight (48) hours per pay period. However, at the Company's request, such employees may work forty (40) hours in a week or up to eighty (80) hours per pay period.

**REGULAR PART-TIME (RPT)**

**15.06** Regular Part-Time employees work eight (8) hours per day. However basic hours of work may be ten (10) hours per day, when mutually agreed by the employee and their immediate manager.

**15.07** The basic hours of work for Regular Part-Time employees are sixteen (16) hours per pay period. However, at the Company's request, such employees may work up to forty (40) hours per week.

**15.08** Notwithstanding Articles 15.04 and 15.06, 9.05 d) ii), and any other relevant article, Senior-Part Time and Regular Part-Time employees in the Sales and Promotions Department may be scheduled or assigned shifts with a minimum of four (4) hours per day.

**ARTICLE 15 –**  
**HOURS OF WORK** (continued)

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**ARRANGEMENT AND ASSIGNMENT OF HOURS**

**15.09** The Company allocates work hours based on the following work schedules:

- Start of schedule: between 6:00 a.m. and 5:00 p.m.
- End of schedule: between 3:00 p.m. and midnight

**15.10** The hours may be assigned to a tour of duty on any day of the week taking into account the requirements of the job.

**15.11** The Company determines the hours and days of work based on the work and job requirements within the work group. The hours and days of work shall be determined by seniority.

The choice of hours of work and days of work shall be established by the work group taking into consideration requirements of the job.

- a) If the work group is unable to come to an agreement, seniority shall apply for RFT and SPT.
- b) Hours of work offered to RPT's shall be equitably distributed within the work group over a sixteen (16) week period.

**15.12** Where a Regular Full-Time employee works their normal tour of duty over a two (2) week period [eighty (80) hours], their rest day shall be consecutive to another rest day.

**15.13** The Company shall give seven (7) days notice before making any changes to the basic work schedule of a Regular Full-Time employee.

**15.14** No Regular Full-Time employee shall be scheduled to work more than ten (10) consecutive days against their wishes.

**15.15** For safety reasons, no employee shall work alone for a period of more than two (2) hours in the offices of the Company.

**ARTICLE 15 –**  
**HOURS OF WORK** (continued)

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**MEAL PERIOD**

**15.16** For all work schedules of six (6) hours or more, the duration of the unpaid meal period is one (1) hour.

**RELIEF PERIOD**

**15.17** An employee working a shift of eight (8) or more hours shall be granted a relief period of no more than fifteen (15) minutes around the middle of each half tour of duty.

An employee who works less than eight (8) hours shall be granted a relief period of no more than fifteen (15) minutes.

The Company reserves the right to limit the number of employees who can take a relief period at the same time to ensure sufficient staffing.

**ARTICLE 16 –**  
**OVERTIME**

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**16.01** “Overtime” for all employees means the hours worked:

- i. In addition to eight (8) hours per day or ten (10) hours per day whenever such a schedule is used, as per Articles 15.02, 15.04 and 15.06
- ii. In addition to forty (40) hours per week or eighty (80) hours within a two (2) week period, as per Article 15.03

**16.02** An employee may work incremental overtime to complete their daily work assignment without consideration to seniority.

**16.03** Subject to Article 16.02 and 16.04, all voluntary overtime hours, except incremental overtime, will be offered to employees by seniority, first within the department, then outside the department, provided they are qualified to perform the work. Overtime hours are paid at the normal hourly rate multiplied by one and one half (1.5).



**ARTICLE 16 –**  
**OVERTIME** (continued)

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- 16.04** If not enough volunteers are available, the Company may require an employee to work up to eight (8) hours of overtime per week or sixteen (16) hours per four (4) week period. The Company will choose qualified employee(s) within the department, in reverse order of seniority. If there is a further need, the Company may then choose qualified employee(s) from outside the department in reverse order of seniority.
- 16.05** The employee who works overtime shall have two options:
- a) Be paid at their normal hourly rate of pay multiplied by one and one half (1.5) for each overtime hour worked;
- OR
- b) Accumulate hours in a compensating time off bank at the rate of one hour and a half (1.5) for each hour worked, up to a maximum of two hundred and forty (240) hours banked.
- 16.06**
- a)
    - i. All banked hours can be scheduled and used at a date that is mutually agreed by the employee and their manager.
    - ii. The employee shall submit to their manager a written request to take banked hours and shall obtain a written response at least seven (7) calendar days before the requested date.
    - iii. Banked hours shall be granted by seniority and shall not exceed the percentage set out in 18.05. However, once an employee's request to take banked hours is granted, it cannot be cancelled or changed as the result of a request by an employee with more seniority.
  - b) Six times per calendar year, an employee may request payment of any amount of the outstanding balance in their compensating time off bank by completing and submitting a form to this effect to their manager. The payment will appear on the employee's regular pay.

**ARTICLE 17 –  
STATUTORY HOLIDAYS**

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**17.01** The following days shall be recognized as statutory paid holidays and employees shall be paid according to the provisions of this Article:

1. New Year's Day
2. Good Friday
3. Victoria Day
4. Canada Day
5. Civic Holiday
6. Labour Day
7. Thanksgiving
8. Remembrance Day
9. Christmas Day
10. Boxing Day

**17.02** Where a paid statutory holiday falls on a Sunday, it is observed on the following day.

**17.03** Where a paid statutory holiday falls on a day from Monday to Saturday inclusive, it is included in the weekly schedule of all Regular employees for that week.

**17.04** Notwithstanding the provisions of 17.03, Boxing Day is governed by the following rules:

- a) Where Boxing Day falls on a Monday, it is observed on the following day, unless Sunday is a working day;
- b) Where Boxing Day falls on a day from Tuesday to Saturday inclusive, it shall be included in the weekly schedule of all Regular Full-Time employees for that week

**PAYMENT OF A PAID STATUTORY HOLIDAY**

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

**ARTICLE 17 –**  
**STATUTORY HOLIDAYS** (continued)

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**PAYMENT FOR WORK ON A HOLIDAY INCLUDED IN THE WEEKLY SCHEDULE**

- 17.06** Where an employee is required to work on a paid holiday which is included in their weekly schedule, they shall be paid at their overtime rate, in accordance with 16.05.
- 17.07** The statutory holiday shall not be paid to an employee who is absent and who receives any other remuneration in accordance with the Collective Agreement or compensation provided by law.

**ARTICLE 18 –**  
**ANNUAL VACATION**

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- 18.01** The reference year for vacation purposes is February 1 to January 31.
- 18.02** Vacation selection and the number of weeks to which an employee is entitled shall be made on seniority basis, in accordance with Article 8.
- 18.03** Between December 1 and January 15 of each year, employees will make their vacation request based on the organizational structure in place at December 1. The Company shall prepare the vacation schedule in accordance with article 18 for the following year and the Company shall post it no later than January 31.
- 18.04** Vacation rights for employees in a reference year starting February 1 are based on continuous accumulated service as of the preceding January 31 and are allocated as follows:

Less than 1 year	1 day per month, maximum 10 days
1 year to less than 5 years	2 weeks
5 years to less than 10 years	3 weeks
10 years to less than 18 years	4 weeks
18 years to less than 25 years	5 weeks
25 years and more	6 weeks
A maximum of three (3) weeks' vacation may be taken during the period from June to September.	

**ARTICLE 18 –**  
**ANNUAL VACATION** (continued)

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***REGULAR FULL-TIME EMPLOYEE***

For each allotted week of vacation as set out in Article 18.04, Regular Full-Time employees shall be entitled to two percent (2%) of their gross salary earned in the previous reference year, by week of vacation, or the equivalent of forty (40) hours per week at their regular pay, whichever is higher.

***SENIOR PART-TIME EMPLOYEE***

For each allotted week of vacation as set out in Article 18.04, Senior Part-Time employees shall be entitled to two percent (2%) of their gross salary earned in the previous reference year, by week of vacation, or the equivalent of twenty-four (24) hours per week at their regular pay, whichever is higher.

***REGULAR PART-TIME EMPLOYEE***

For each allotted week of vacation as set out in Article 18.04, Regular Part-Time employees shall be entitled to two percent (2%) of their gross salary earnings from the previous reference year.

- 18.05**
- a) The number of employees entitled to take vacation at the same time shall not exceed twenty percent (20%) of employees [rounded up when the first decimal is equal to, or greater than five (5)], by work group, taking into account work requirements [minimum one (1) employee].
  - b) The twenty percent (20%) mentioned above includes vacation, banked time (TGP), and leave associated with 90/10.

**18.06** All vacation weeks shall be scheduled and taken in the reference year.

For all employees, vacation time not taken as of January 31 will be set by the Company.

**18.07** Unless there is an agreement to the contrary between an employee and their manager, vacations shall be taken in blocks of five (5) days and shall include the weekend before and after.

**ARTICLE 18 –**  
**ANNUAL VACATION** (continued)

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- 18.08** Where a statutory holiday falls during a vacation week, the eight (8) paid hours will be transferred to the compensating time off bank.
- 18.09** Where an employee falls ill or is the victim of an accident before leaving work on the last day of work preceding their vacation and is unable to take their vacation, the Company shall, if the employee so requests, reschedule their vacation at a later date of their choice. The employee's vacation selection is subject to the provisions of Article 18.05.
- 18.10** An employee who is absent from work for an indefinite period (LTD) when the vacation schedule is drawn up, as per Article 18.03, shall not be entitled to select their vacation time for the following year. However, the employee will be included in the calculation of the percentage, as mentioned in 18.05.

**ARTICLE 19 –**  
**JOB POSTING**

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- 19.01** In the event the Company wishes to create new job titles in accordance with 1.02 and 1.04 or to post a job within a work group as defined in Appendix B and Article 21:
- The Company will post the job for five (5) days on the Intranet site with the following information: work group, job title, required qualifications, number of positions available and, if applicable, duration of the mandate
  - An applicant wishing to be considered by the Company must respond to the posting within the specified period
  - The Company will select, by seniority, the employees with the required competencies and qualifications for the job
  - It is understood that applicants will only be considered if their performance in their current position meets requirements
  - A copy of the change form will be sent to the Union

Although the Company wishes to encourage hiring from within, where no internal candidates are qualified or available to fill the position(s), the Company may recruit externally.

**ARTICLE 19 –**  
**JOB POSTING** (continued)

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**19.02**      **RECLASSIFICATION PROCEDURES**

The Labour Relations Committee will discuss at its quarterly meetings the number of employees in each department by classification that shall be upgraded in accordance with the following percentages:

- RFT – 50%
- SPT – 20%
- RPT – 30%.

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 Employee Services. In such case the salary adjustment as well as DPSP contributions will be retroactive to the effective date of the upgrade.

In the event that 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.

**LEAVE OF ABSENCE BACKFILLING PROCEDURES**

**19.03**      Where an employee is absent on an approved Leave of Absence, the employee's position may be backfilled as follows:

- a) If the Leave of Absence is six (6) months or less, the Company may backfill the position with another employee in the bargaining unit or with an employee temporarily transferred from another bargaining unit of the Company
- b) If the Leave of Absence is between six (6) months and eighteen (18) months the Company may backfill the position with another employee in the bargaining unit, an employee temporarily transferred from another bargaining unit of the Company, or a Term employee

**ARTICLE 19 –**  
**JOB POSTING** (continued)

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- c) Prior to backfilling a position as outlined in (b) above, the Company will first provide a maximum of two (2) job posting opportunities (the original vacant position and the backfill position), so that other employees in the bargaining unit may apply for the temporary backfill positions created
- d) At the end of the Leave of Absence, employees in temporary backfill positions will return to their previous positions or, in the case of an external hire, will be released.

**ARTICLE 20 –**  
**TRANSPORTATION ALLOWANCE AND LIVING EXPENSES**

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**20.01** Where the Company sends an employee out of town and the employee spends the night, the Company shall cover reasonable accommodation expenses. On such occasions, expenses will be compensated by a daily allowance of fifty-five dollars (\$55) to cover personal expenses such as meals, telephone, laundry and other incidentals. Where the employee is away overnight and for a portion of the day, meals will be reimbursed to a maximum of ten dollars (\$10) for breakfast, fifteen dollars (\$15) for lunch and twenty-five dollars (\$25) for dinner.

- 20.02**
- a) Where an employee works more than one hundred (100) kilometers from their regular work centre for all or part of a day, meals will be reimbursed to a maximum of ten dollars (\$10) for breakfast, fifteen dollars (\$15) for lunch and twenty-five dollars (\$25) for dinner.
  - b) Where an employee works more than one hundred (100) kilometers from their regular work centre, travel time shall be considered a part of their work day and paid at the appropriate rate (regular or overtime), as per Articles 15 and 16. For travel time not associated with a regularly scheduled tour of duty, the employee shall be paid their 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 provided during the period for which the employee is out of town.

## **ARTICLE 21 – SICKNESS ABSENCES AND BENEFITS**

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**21.01** A Regular Full-Time employee who is absent due to illness without being hospitalized shall be paid by the Company in the following manner:

- 66.67% of their basic pay for the first three (3) scheduled working days
- 80% of their basic pay for the remaining scheduled working days or until the absence reaches seven (7) calendar days
- On the 8<sup>th</sup> calendar day of absence, they shall be paid as per the benefit plan

**21.02** A Regular Full-Time employee who is absent from work for part of their scheduled day due to illness shall be paid as follows:

- a) If they have worked more than half their day, they shall be paid at their regular hourly rate for the full day
- b) If they have worked less than half their day:

1. They shall be paid at their normal hourly rate for half a day

AND

2. They shall be paid at 66.67% of their normal hourly rate for the other half of the day

**21.03** All Regular Full-Time and Senior Part-Time employees shall be entitled to the following benefits:

- Group RRSP
- DPSP (Deferred Profit Sharing Plan)
- Life Insurance Plan
- Weekly Indemnity Plan
- Long-Term Disability Income Plan
- Medical Plan
- Dental Plan



**ARTICLE 21 –**  
**SICKNESS ABSENCES AND BENEFITS** (continued)

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- 21.04** The Company will match the contribution of Regular Full-Time and Senior Part-Time employees to the Group RRSP by making a contribution to the DPSP. To be eligible, Regular Full-Time and Senior Part-Time employees must enroll in both programs (DPSP, RRSP). The Company will match the contribution of Regular Full-Time and Senior Part-Time employees to a maximum of four percent (4%) of their basic annual salary.
- 21.05** The Company shall maintain all benefit plans offered to Regular Full-Time and Senior Part-Time employees for the duration of the Collective Agreement.
- a) The contribution to shall be seventy percent (70%) for the Employer and thirty percent (30%) for Regular Full-Time and Senior Part-Time employees.
  - b) Regular Part-Time employees who have completed one (1) full year of continuous service shall be eligible to participate in the group plan applicable to Regular Part-Time employees. The contribution will be fifty percent (50%) for the Employer and fifty percent (50%) for the employee.
- 21.06** The plans set out in Article 21.03 shall not be modified during the term of this Collective Agreement without the Union's consent.
- 21.07** Notwithstanding Articles 21.03 and 21.04, should any legislation affect any one of the plans, the Company shall adjust the plan so affected accordingly. However, such adjustments shall not reduce the overall level of benefits.
- 21.08** The Company will provide Short Term Disability (STD) benefits to Full-Time and Senior Part-Time employees commencing at age 65 and terminating on the employee's 71<sup>st</sup> birthday, or the date of retirement if earlier, as follows:
- a) Subject to paragraph c) and d), the STD plan will provide weekly indemnity benefits beginning on the 8<sup>th</sup> consecutive calendar day of absence, to a maximum total of 26 weeks.

**ARTICLE 21 –**  
**SICKNESS ABSENCES AND BENEFITS** (continued)

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**21.08**  
**(continued)**

- b) The amount of weekly indemnity benefits is determined according to the formula set out in the Summary of Benefits of the STD plan.
- c) For each period of disability, an employee will be entitled to receive a maximum of 15 weeks of STD benefits. For any new period of disability, the employee will only be able to qualify to receive further STD benefits after having returned actively to work for a minimum period of ninety (90) consecutive days without any sickness absence or unauthorized absence.
- d) To clarify, employees' entitlement to receive STD benefits is capped at a total of 26 weeks of disability for the entire 6 year period commencing at the age of 65 and terminating at the age of 71, without regard to whether the disability period(s) are consecutive or not.

**COVERAGE FOR EMPLOYEES ON DISABILITY**

**21.09**

- a) Notwithstanding Article 7.04, the Company may hire a term employee or temporarily transfer an employee from another bargaining unit for up to 30 months to cover the position of an employee on Disability Leave.
- b) Prior to filling the position, the Company will first provide a maximum of two (2) job posting opportunities internally and externally (the original vacation position and the backfill position)
- c) Upon the return of the employee from Disability Leave, or 30 months, whichever comes first, the term employee will return to their previous position, or in the case of an external hire the term employee will be released.

**21.10**

All insured employees shall receive a copy of the benefit booklets; in addition, the Company will maintain copies of the booklets on the Intranet site.

**ARTICLE 22 –  
COLLECTIVE AGREEMENT**

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- 22.01** The Company agrees to supply each employee with a copy of this Collective Agreement. In addition, the Company will supply electronic access to the Collective Agreement.

**ARTICLE 23 –  
BULLETIN BOARDS**

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- 23.01** The Company agrees to supply and install bulletin boards in establishments where the Clerical Bargaining Unit Employees work. This is for use by the Union for posting notices with respect to Union business.

**ARTICLE 24 –  
JURY OR WITNESS DUTY**

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- 24.01** 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 their basic hourly rate, however employees shall provide a copy of the subpoena or their summons to their manager.
- 24.02** The employee shall report for regular duties when temporarily or permanently excused from such court duty.
- 24.03** Where, before leaving work on the day preceding their vacation, an employee is called for jury duty and is required to report for such jury duty during their scheduled vacation, the Company shall, if the employee so requests, reschedule his vacation for a later date. The vacation date selected is subject to the provisions of Article 18.05.

**ARTICLE 25 –  
BEREAVEMENT LEAVE**

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- 25.01** An employee with at least three (3) months of continuous service shall be granted, in the event of the death of their spouse, common-law spouse, same-sex spouse, son or daughter, bereavement leave with pay from any scheduled tours of duty that occur during the seven (7) calendar days immediately following the day of death up to five (5) paid days.
- 25.02** An employee with at least three (3) months of continuous service shall be granted, in the event of the death of their father, mother, brother, sister, grandparents, mother-in-law, father-in-law (including parents of same-sex spouses) or grandchild, bereavement leave with pay from their scheduled tour of duty for three (3) calendar days immediately following the death.

**ARTICLE 25 –**  
**BEREAVEMENT LEAVE** (continued)

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**25.03** Where the death requires the employee to travel more than two hundred (200) kilometers from the city in which he works, the Company shall add one unpaid (1) working day to the bereavement leave provided for in Articles 25.01 and 25.02.

**25.04** Where an employee is granted bereavement leave according to Article 25.01, upon request from the employee, the Company may grant an additional leave of absence (PGU, TGP, VAC or HMP) for a maximum period of two weeks.

**ARTICLE 26 –**  
**PREGNANCY AND PARENTAL LEAVE**

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**26.01** Pregnancy and parental leave provisions shall be those stipulated by the Canada Labour Code.

**ARTICLE 27 –**  
**BARGAINING PROCEDURES**

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**27.01** Two bargaining agents authorized by the Union shall be granted time for bargaining purposes; such time is not to be deducted from the calculation of the time worked for the Company and without loss of pay.

**27.02** All negotiations aimed at concluding a Collective Agreement or bringing about changes or modifications to this Agreement shall be conducted between authorized Union bargaining agents and the designated Company representatives.

**27.03** The Collective Agreement shall not be deemed valid unless signed by the Union's authorized bargaining agents and by the Company.

**ARTICLE 28 –**  
**DURATION**

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**28.01** This Agreement shall be effective on the date of its signature except as otherwise provided and shall remain valid until January 6, 2019. Notwithstanding the foregoing, the working conditions determined in this Collective Agreement shall remain valid until either party exercises its strike or lock-out rights.

**ARTICLE 28 –  
DURATION**

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**28.02**        Either party to this Agreement may, by written notice given to the other party at least ninety (90) days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement. The party who receives the written notice shall acknowledge receipt to the other party. It is agreed however, that the discussions will commence no later than September 8, 2018.

**ARTICLE 29 –  
JOB ADAPTATION**

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**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.

**ARTICLE 30 –  
COMPANY POLICIES**

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**30.01**        A copy of the Company's policies related to employees belonging to this bargaining unit will be made available for viewing on the Intranet site, and upon special request only will be available in printed copy.

**IN WITNESS WHEREOF**, the parties have signed the present Agreement through their duly **authorized bargaining agents**, this May 19 2016.



## Bell Technical Solutions

### *UNIFOR Canada*

### *Bell Technical Solutions*

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**SEAN HOWES,**  
*National Representative*

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**KARIE MCREAVY,**  
*Director, Labour Relations and Human Resources*

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**SAM SNYDERS,**  
*President, Local 1996-O*

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**KEN WOODFORD,**  
*Senior Manager, Workforce Management*

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**RON HORI,**  
*Local 1996-O-Clerical*

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**LAURA-LEE HAMILTON,**  
*Senior Manager, Labour Relations*

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**JUSTIN WIGGINS,**  
*Local 1996-O-Clerical*

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**SANDRA REID,**  
*Consultant, Human Resources Support*

## APPENDIX "A"

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### WAGE SCHEDULE

WORKFORCE CONTROL ASSOCIATES  
SALES ASSOCIATES  
PURCHASING AND LOGISTICS PLANNING ASSOCIATES  
CABLING ASSOCIATES

REGULAR FULL-TIME AND SENIOR PART-TIME EMPLOYEES:

New Step	Step Range	Hourly Rate as of Ratification Date	Hourly Rate as of July 6, 2016	Hourly Rate as of July 6, 2017	Hourly Rate as of July 6, 2018
Step 1	Start	\$15.30	\$15.61	\$15.92	\$16.08
Step 2	6	\$15.77	\$16.08	\$16.40	\$16.57
Step 3	6	\$17.08	\$17.42	\$17.77	\$17.95
Step 4	6	\$17.60	\$17.95	\$18.31	\$18.49
Step 5	6	\$18.12	\$18.48	\$18.85	\$19.04
Step 6	6	\$18.64	\$19.01	\$19.39	\$19.58
Step 7	6	\$19.69	\$20.09	\$20.49	\$20.69
Step 8	6	\$20.89	\$21.31	\$21.74	\$21.95
Step 9	6	\$21.31	\$21.73	\$22.17	\$22.39
Step 10	6	\$21.74	\$22.18	\$22.62	\$22.85
Step 11	6	\$22.18	\$22.62	\$23.07	\$23.30
Step 12	6	\$22.61	\$23.06	\$23.52	\$23.76
Step 13	6	\$23.30	\$23.77	\$24.25	\$24.49

1. Upon hiring, the Company may award a Regular Full-Time or Senior Part-Time employee an hourly rate corresponding to one of the steps within the above wage schedule.
2. Progression from one step to the next will progress automatically every six (6) months.

## APPENDIX "A"

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### WAGE SCHEDULE

WORKFORCE CONTROL ASSOCIATES  
SALES ASSOCIATES  
PURCHASING AND LOGISTICS PLANNING ASSOCIATES  
CABLING ASSOCIATES

REGULAR PART-TIME EMPLOYEES:

New Step	Hours of Service Accumulated	Hourly Rate as of Ratification Date	Hourly Rate as of July 6 2016	Hourly Rate as of July 6 2017	Hourly Rate as of July 6 2018
Step 1	Start	\$ 14.73	\$ 15.03	\$ 15.33	\$ 15.48
Step 2	1,040	\$ 15.57	\$ 15.88	\$ 16.20	\$ 16.36
Step 3	1,040	\$ 16.51	\$ 16.84	\$ 17.18	\$ 17.35
Step 4	1,040	\$ 16.84	\$ 17.18	\$ 17.52	\$ 17.70
Step 5	1,040	\$ 17.18	\$ 17.52	\$ 17.87	\$ 18.05
Step 6	1,040	\$ 17.53	\$ 17.88	\$ 18.24	\$ 18.42
Step 7	1,040	\$ 17.87	\$ 18.23	\$ 18.59	\$ 18.78
Step 8	1,040	\$ 18.41	\$ 18.78	\$ 19.15	\$ 19.34
Step 9	1,040	\$ 19.02	\$ 19.40	\$ 19.79	\$ 19.99

1. Upon hiring, the Company may award a Regular Part-Time employee an hourly rate corresponding to one of the steps within the above wage schedule.
2. The progression from one step to another will be automatic based on hours worked as per the above wage schedule.
3. In the case that a Regular Part-Time employee is upgraded, their hourly rate will increase to the same hourly rate level for their new status or the hourly rate immediately above.



## APPENDIX "A"

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### WAGE SCHEDULE

REPORTING COORDINATOR  
REAL ESTATE COORDINATOR

REGULAR FULL-TIME AND SENIOR PART-TIME EMPLOYEES

New Step	Step Range	Hourly Rate as of Ratification Date	Hourly Rate as of July 6, 2016	Hourly Rate as of July 6, 2017	Hourly Rate as of July 6, 2018
Step 1	Start	\$15.30	\$15.61	\$15.92	\$16.08
Step 2	6	\$15.77	\$16.08	\$16.40	\$16.57
Step 3	6	\$17.08	\$17.42	\$17.77	\$17.95
Step 4	6	\$17.60	\$17.95	\$18.31	\$18.49
Step 5	6	\$18.12	\$18.48	\$18.85	\$19.04
Step 6	6	\$18.64	\$19.01	\$19.39	\$19.58
Step 7	6	\$19.69	\$20.09	\$20.49	\$20.69
Step 8	6	\$20.89	\$21.31	\$21.74	\$21.95
Step 9	6	\$21.31	\$21.73	\$22.17	\$22.39
Step 10	6	\$21.74	\$22.18	\$22.62	\$22.85
Step 11	6	\$22.18	\$22.62	\$23.07	\$23.30
Step 12	6	\$22.61	\$23.06	\$23.52	\$23.76
Step 13	6	\$23.30	\$23.77	\$24.25	\$24.49

1. Upon hiring, the Company may award a Regular Full-Time or Senior Part-Time employee an hourly rate corresponding to one of the steps within the above wage schedule.
2. Progression from one step to the next will progress automatically every six (6) months.

## APPENDIX "A"

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### WAGE SCHEDULE

REPORTING COORDINATOR  
REAL ESTATE COORDINATOR

REGULAR PART-TIME EMPLOYEES

New Step	Hours of Service Accumulated	Hourly Rate as of Ratification Date	Hourly Rate as of July 6, 2016	Hourly Rate as of July 6, 2017	Hourly Rate as of July 6, 2018
Step 1	Start	\$14.73	\$15.03	\$15.33	\$15.48
Step 2	1,040	\$15.57	\$15.88	\$16.20	\$16.36
Step 3	1,040	\$16.51	\$16.84	\$17.18	\$17.35
Step 4	1,040	\$16.84	\$17.18	\$17.52	\$17.70
Step 5	1,040	\$17.18	\$17.52	\$17.87	\$18.05
Step 6	1,040	\$17.53	\$17.88	\$18.24	\$18.42
Step 7	1,040	\$17.87	\$18.23	\$18.59	\$18.78
Step 8	1,040	\$18.41	\$18.78	\$19.15	\$19.34
Step 9	1,040	\$19.02	\$19.40	\$19.79	\$19.99

1. Upon hiring, the Company may award a Regular Part-Time employee an hourly rate corresponding to one of the steps within the above wage schedule.
2. Once hired, a Regular Part-Time employee will progress automatically in the wage schedule according to the hours worked.
3. In the case that a Regular Part-Time employee is upgraded, their hourly rate will increase to the same hourly rate level for their new status or the hourly rate immediately above.

## APPENDIX "A"

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### WAGE SCHEDULE

PURCHASING AND LOGISTICS PLANNING COORDINATOR  
CONTROL CENTER COORDINATOR

REGULAR FULL-TIME AND SENIOR PART-TIME EMPLOYEES:

New Step	Step Range	Hourly Rate as of Ratification Date	Hourly Rate as of July 6, 2016	Hourly Rate as of July 6, 2017	Hourly Rate as of July 6, 2018
Step 1	Start	\$17.09	\$17.43	\$17.78	\$17.95
Step 2	6	\$17.85	\$18.21	\$18.57	\$18.76
Step 3	6	\$18.62	\$18.99	\$19.37	\$19.56
Step 4	6	\$19.38	\$19.77	\$20.16	\$20.36
Step 5	6	\$20.15	\$20.55	\$20.96	\$21.17
Step 6	6	\$20.91	\$21.33	\$21.75	\$21.97
Step 7	6	\$21.68	\$22.11	\$22.55	\$22.78
Step 8	6	\$22.44	\$22.89	\$23.35	\$23.58
Step 9	6	\$23.21	\$23.67	\$24.14	\$24.38
Step 10	6	\$23.97	\$24.45	\$24.94	\$25.19
Step 11	6	\$24.74	\$25.23	\$25.73	\$25.99
Step 12	6	\$25.50	\$26.01	\$26.53	\$26.80
Step 13	6	\$26.27	\$26.79	\$27.33	\$27.60

1. Upon hiring, the Company may award a Regular Full-Time or Senior Part-Time employee an hourly rate corresponding to one of the steps within the above wage schedule.
2. Progression from one step to the next will progress automatically every six (6) months.

## APPENDIX "A"

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### WAGE SCHEDULE

PURCHASING AND LOGISTICS PLANNING COORDINATOR  
CONTROL CENTER COORDINATOR

REGULAR PART-TIME EMPLOYEES

New Step	Hours of Service Accumulated	Hourly Rate as of Ratification Date	Hourly Rate as of July 6, 2016	Hourly Rate as of July 6, 2017	Hourly Rate as of July 6, 2018
Step 1	Start	\$15.67	\$15.98	\$16.30	\$16.46
Step 2	1,040	\$16.14	\$16.46	\$16.79	\$16.96
Step 3	1,040	\$16.61	\$16.94	\$17.28	\$17.45
Step 4	1,040	\$17.07	\$17.42	\$17.76	\$17.94
Step 5	1,040	\$17.54	\$17.89	\$18.25	\$18.44
Step 6	1,040	\$18.01	\$18.37	\$18.74	\$18.93
Step 7	1,040	\$18.48	\$18.85	\$19.23	\$19.42
Step 8	1,040	\$18.95	\$19.33	\$19.72	\$19.91
Step 9	1,040	\$19.42	\$19.81	\$20.21	\$20.41
Step 10	1,040	\$19.89	\$20.29	\$20.69	\$20.90
Step 11	1,040	\$20.36	\$20.77	\$21.18	\$21.39
Step 12	1,040	\$20.83	\$21.24	\$21.67	\$21.89
Step 13	1,040	\$21.30	\$21.72	\$22.16	\$22.38
Step 14	1,040	\$21.77	\$22.20	\$22.65	\$22.87

1. Upon hiring, the Company may award a Regular Part-Time employee an hourly rate corresponding to one of the steps within the above wage schedule.
2. Once hired, a Regular Part-Time employee will progress automatically in the wage schedule according to the hours worked.
3. In the case that a Regular Part-Time employee is upgraded, their hourly rate will increase to the same hourly rate level for their new status or the hourly rate immediately above.

## APPENDIX "B"

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### WORK GROUPS

THE WORK GROUPS ARE AS FOLLOWS:

<b>DEPARTMENT</b>	<b>WORK GROUPS</b>
<b>A – Sales and Promotions</b>	<b>A1 – Sales Associates</b>
	<b>A2 – Bilingual Sales Associates</b>
<b>B – Workforce Management</b>	<b>B1 – DD-1/Payroll Associates</b>
	<b>B2 – Scheduling Associates/ Training Scheduling Associates</b>
<b>C – Purchasing and Logistics</b>	<b>C1 – Purchasing and Logistics Associates</b>
	<b>C2 – Purchasing and Logistics Coordinators</b>
<b>D – Cabling</b>	<b>D1 – Cabling Associates</b>
	<b>D2 – Cabling Coordinators</b>
<b>E – Real Estate</b>	<b>E1 – Real Estate Coordinators</b>

## **LETTERS OF AGREEMENT**

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**LETTER OF AGREEMENT NO. 1**

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**AGREEMENT BETWEEN:**

UNIFOR  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T1

**AND**

Bell Technical Solutions  
2000 Argentia Road, Plaza 2, 4th Floor  
Mississauga, Ontario  
L5N 1V9

**AGREEMENT ON LABOUR RELATIONS COMMITTEE AND MEETINGS**

The parties shall meet face to face, at least quarterly, for the purpose of discussing issues related to the workplace and the employees covered by the Collective Agreement.

The mandate of the LRC will be to:

- Apply all processes within the Collective Agreement
- The forum for discussing any changes in the business that could affect the workplace
- Review and suggest changes to all new or modified policies issued by the Company. However, it is understood that this does not limit the ability of the Company to issue policies
- Clarify the application of various articles of the Collective Agreement as required
- Review trends of grievances or issues that may arise from time to time but not to discuss active grievances
- Support the development of effective and up to date skills for employees

**/cont'd. .**

The Committee will be composed of 2 members each from the Union and the Company. The National Representative or their alternate and the Director of Labour Relations or their alternate may also participate. Any additional guests/resources may be invited to attend LRC meetings as required.

This Agreement is signed, this 19 day of May, 2016.

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Karie McReavy  
Director, Labour Relations and  
Human Resources  
BELL TECHNICAL SOLUTIONS

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Sam Snyders  
President – Local 1996-O  
UNIFOR ONTARIO



## **LETTER OF AGREEMENT NO. 2**

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### **AGREEMENT BETWEEN:**

UNIFOR  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T1

### **AND**

Bell Technical Solutions  
2000 Argentia Road, Plaza 2, 4th Floor  
Mississauga, Ontario  
L5N 1V9

### **AGREEMENT ON PRE-RETIREMENT PROGRAM**

After discussions, the Company and the Union have agreed that it would be to the benefit of our senior employees to have access to a voluntary pre-retirement program to help them transition to retirement.

1. The pre-retirement program is subject to the following terms and conditions:
  - a) The request must be made in writing at least ninety (90) days before the start of the agreement and stipulate the duration of such agreement
  - b) These provisions may apply to an employee for a period of no less than twelve (12) months and no more than twenty-four (24) months

In addition, such a program may include all or some of the following options and benefits:

- a. Work fewer days per week
- b. Work fewer hours per day
- c. Access to seasonal work for certain times of the year
- d. Maintain benefits
- e. Maintain seniority and status.

This program is intended to allow employees age 55 and over to work fewer days in the last two (2) years leading up to their retirement.

**/cont'd. . .**

In the event that the employee would like to cancel and/or shorten this agreement and return to their position, they must notify their Manager in writing, providing a minimum of four (4) weeks' notice.

Each case will be subject to a separate letter of agreement, drafted by the Labour Relations Committee, between the employee, the Union and the Company. A work schedule will be established based on the Company's needs. The agreement may be extended beyond two (2) years subject to agreement between the employee, the Union and the Company.

This Agreement is signed, this 19 day of May, 2016.

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Karie McReavy  
Director, Labour Relations and  
Human Resources  
BELL TECHNICAL SOLUTIONS

---

Sam Snyders  
President – Local 1996-O  
UNIFOR ONTARIO

## **LETTER OF AGREEMENT NO. 3**

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### **AGREEMENT BETWEEN:**

UNIFOR  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T1

### **AND**

Bell Technical Solutions  
2000 Argentia Road, Plaza 2, 4th Floor  
Mississauga, Ontario  
L5N 1V9

### **AGREEMENT ON TRAINING AND DEVELOPMENT**

This confirms the agreement reached during bargaining regarding the above-captioned matter and the position of Bell Technical Solutions on employee training and development.

The Company recognizes the importance of promoting employee mobility and employability.

The Company will provide its employees with the means to learn the tasks associated with their jobs and to maintain their acquired skills.

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 should be scheduled and part of the regular work week.
2. In all cases, time to and from any offsite training sessions will be remunerated according to the bargaining contract.

As well, the Company agrees to maintain the current program defining the conditions for obtaining personal development assistance outside business hours in its business plan. It is understood that the Company has the right to modify such program as it sees fit.

**/cont'd . . .**

This Agreement is signed, this 19 day of May, 2016.

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Karie McReavy  
Director Labour Relations and  
Human Resources  
BELL TECHNICAL SOLUTIONS

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Sam Snyders  
President – Local 1996-O  
UNIFOR ONTARIO

## **LETTER OF AGREEMENT NO. 4**

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### **AGREEMENT BETWEEN:**

UNIFOR  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4T 1T1

### **AND**

Bell Technical Solutions  
2000 Argentia Road, Plaza 2, 4th Floor  
Mississauga, Ontario  
L5N 1V9

### **AGREEMENT ON COMPLETION OF PROBATIONARY PERIOD**

It is agreed that all employees in the bargaining unit as of October 20, 2015 have successfully completed their probationary period.

This Agreement is signed, this 19 day of May, 2016.

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Karie McReavy  
Director Labour Relations and  
Human Resources  
BELL TECHNICAL SOLUTIONS

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Sam Snyders  
President – Local 1996-O  
UNIFOR ONTARIO

## **LETTER OF AGREEMENT NO. 5**

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### **AGREEMENT BETWEEN:**

UNIFOR  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4T 1T1

### **AND**

Bell Technical Solutions  
2000 Argentia Road, Plaza 2, 4th Floor  
Mississauga, Ontario  
L5N 1V9

### **AGREEMENT ON SENIORITY**

It is agreed that the attached seniority list will be representative of seniority accrued by each member within the bargaining unit.

This Agreement is signed, this 19 day of May, 2016.

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Karie McReavy  
Director Labour Relations and  
Human Resources  
BELL TECHNICAL SOLUTIONS

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Sam Snyders  
President – Local 1996-O  
UNIFOR ONTARIO

## **LETTER OF AGREEMENT NO. 6**

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### **AGREEMENT BETWEEN:**

UNIFOR

5915 Airport Road, Suite 510

Mississauga, Ontario

L4T 1T1

### **AND**

Bell Technical Solutions

2000 Argentia Road, Plaza 2, 4th Floor

Mississauga, Ontario

L5N 1V9

### **AGREEMENT ON HEALTH AND SAFETY REPRESENTATIVES**

- a) In addition to the WHSC members as defined in Article 10.03 of Collective Agreement, there will be two (2) Health and Safety Representatives, one (1) chosen by the Union, representing the bargaining unit and one (1) chosen by the Company representing non-bargaining unit employees. The Health and Safety Representatives will be de-facto members of the Workplace Health and Safety Committee.
- b) The Internal Complaint Resolution Process will include escalation to the Policy Health and Safety Committee as described in BTS-Unifor Terms of Reference dated September 21st 2015.
- c) When the BTS-Unifor Terms of Reference is renegotiated in 2017, the Terms of Reference for the clerical staff will be integrated accordingly under a single Terms of Reference.
- d) Health and Safety Representatives responsibilities will include the existing duties in the current Terms of Reference, specifically 5.1.1, 5.1.3, 5.4 and 5.5.

This Agreement is signed, this 19 day of May, 2016.

---

Karie McReavy  
Director Labour Relations and  
Human Resources  
BELL TECHNICAL SOLUTIONS

---

Sam Snyders  
President – Local 1996-O  
UNIFOR ONTARIO



## **LETTER OF AGREEMENT NO. 7**

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### **AGREEMENT BETWEEN:**

UNIFOR  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4T 1T1

### **AND**

Bell Technical Solutions  
2000 Argentia Road, Plaza 2, 4th Floor  
Mississauga, Ontario  
L5N 1V9

### **AGREEMENT ON 90-10 SEASONAL LEAVE WITH INCOME AVERAGING**

Requests for seasonal leave may be submitted using the Company provided enrolment form between February 22 and March 15 of each year and will be granted based on seniority and pursuant to article 18.05. Employees will be notified of the decisions made regarding their 90/10 requests by March 31.

A Regular Full-Time employee wishing to take a seasonal leave agrees to the conditions outlined in the enrolment form available on the Intranet site, including reducing their salary by 10% during the income averaging period, and taking a maximum of two weeks of vacation between the 1st Sunday in June and the 1st Saturday in October. The duration of the leave will be five (5) weeks and one (1) day and may be taken in one (1) or two (2) blocks at any time except between the 1st Sunday in June and the 1st Saturday in October.

The income averaging period of one (1) year must begin while the Collective Agreement is in effect.

Service and seniority will be maintained during the entire leave.

This Agreement is signed, this 19 day of May, 2016.

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Karie McReavy  
Director Labour Relations and  
Human Resources  
BELL TECHNICAL SOLUTIONS

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Sam Snyders  
President – Local 1996-O  
UNIFOR ONTARIO

## **LETTER OF AGREEMENT NO. 8**

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### **AGREEMENT BETWEEN:**

UNIFOR  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4T 1T1

### **AND**

Bell Technical Solutions  
2000 Argentia Road, Plaza 2, 4th Floor  
Mississauga, Ontario  
L5N 1V9

### **AGREEMENT ON SUPPLEMENTAL MATERNITY BENEFITS**

This letter confirms the understanding reached during negotiations on the above-captioned matter.

As of June 1, 2001, employees with one year of continuous service and who will give birth to a child are entitled to supplemental maternity benefits pursuant to the terms and conditions of the policy and procedures set out in the document titled "Maternity/Paternity Leave #1151-01" signed and dated June 22, 2001.

This Agreement is signed, this 19 day of May, 2016.

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Karie McReavy  
Director Labour Relations and  
Human Resources  
BELL TECHNICAL SOLUTIONS

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Sam Snyders  
President – Local 1996-O  
UNIFOR ONTARIO

CONTACT LIST		
Local Steward :	Office :	
	Email :	
Health and Safety Rep:	Office:	
	Email:	
Manager:	Office :	
	Email:	
INSURANCE		
INDUSTRIAL ALLIANCE		
Extended health insurance		
Dental insurance	<u>Customer Service</u>	<i>Have in hand your policy and certificate numbers</i>
Short-term disability		1-877-780-5933
Long-term disability		<a href="http://www.ia.ca">http://www.ia.ca</a>
EMERGENCY OUT-OF-PROVINCE ASSISTANCE		
Emergency out –of-province care and Travelling assistance	Canada/U.S.A.	1-800-203-9024
	Everywhere else in the World (Toll Free)	1-514-499-3747
EMPLOYEE ASSISTANCE PROGRAM		
Shepell-fgi	French	1-800-361-5676
	English	1-800-387-4765
RRSP		
Industrial alliance	French/English	1-877-780-5933
Group savings plan		
OTHER CONTACTS		
Employee Services		1-888-729-8626 <a href="mailto:Bst-btsemplserv@bell.ca">Bst-btsemplserv@bell.ca</a>
Employee Discount Plan		Tel: 1-866-440-5215 Fax: 1-514-766-2947 <a href="mailto:Empl.discountplan@bell.ca">Empl.discountplan@bell.ca</a>