



## **HIGHLIGHTS OF THE TENTATIVE AGREEMENT**

**Between**

**BELL TECHNICAL SOLUTIONS**

**And**

**UNIFOR**

We believe that we are presenting a tentative agreement that addresses the concerns of this membership.

Your Bargaining Committee fully recommends acceptance of this tentative agreement.

**In Solidarity,**

Shawn Cowan, President Local 43

Jim Fling, President Local 34-O

Jeff Mark, Vice-President Local 47

Colum Lynn, Local 1996-O Bargaining Representative

Tyson Siddall, Director of Telecommunications

**AGREED** to change the name of the Union to reflect “UNIFOR”, respectively, wherever found in the Agreement.

### **ARTICLE 3 – DISCRIMINATION AND HARASSMENT**

**3.04 DELETED** All references in order make all articles gender neutral throughout the collective agreement.

### **ARTICLE 6 – TIME OFF FOR UNION BUSINESS**

#### **NEW HIRE ORIENTATION**

6.03 The Local Union shall be granted one (1) hour for a representative to meet with each newly hired employee for the purpose of orientation. The meeting will usually take place during the transition to Operations phase with groups of employees or in a training facility where the option is available.

#### **GENERAL**

6.04 The employee, Union Steward, Chief Steward or Local Officer must arrange with their 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 five (5) calendar days of the original requested date.

### **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.

#### **FULL-TIME**

8.02 For purposes of this agreement when the term “Full-Time” is used alone, it encompasses three levels; RFT-1, RFT-2 and RFT-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** "Regular Part-Time" is defined as an employee who has Regular Part-Time status and who has a limited guarantee of hours as per Article 16.04 e).

## **STUDENT**

- 8.05** "Student" is defined as an employee hired by the Company who is enrolled or will be enrolled within ninety (90) days, in a Post-Secondary Educational Program. An employee hired into this classification must provide proof of enrolment in a Post-Secondary Educational Program.

## **PROBATIONARY PERIOD**

- 8.06** 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**

- 8.07** "Team" is defined as a group of employees that report to a single Operations Manager. A Team can only be in one Team Territory, however an operations manager can manage multiple teams.

## **TEAM TERRITORY**

- 8.08** "Team Territory" is defined as a city or town as described in Appendix "B", under the control of Operations Management, that contains one (1) or more Teams. A Team Territory can only be in one Service Territory.

## **SERVICE TERRITORY**

- 8.09** "Service Territory" defines the grouping of cities or towns described in Appendix "C".

## **ADJACENT SERVICE TERRITORY**

- 8.10** The term "Adjacent Service Territory" defines the grouping cities or towns described in Appendix "D".



## **ARTICLE 9 – SENIORITY**

- 9.01 e) Notwithstanding the above, students will acquire seniority during the periods that they work. Furthermore, should a student become a regular employee, their accumulated seniority will be credited to adjust their hire date for all hours worked.

## **ARTICLE 10 — MAJOR FORCE ADJUSTMENT**

### **AVAILABILITY OF HOURS OF WORK**

- 10.02 a) 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.
- b) Should the Company declare a Major Force Adjustment to the extent that they are required to cease employing all Students and Part-time employees within a Service Territory as per Article 10.05, it is understood that the remaining Full-time workforce will cover the loss in weekend load capacity by reverse order of seniority.
- 10.12 The Company shall give a laid-off Regular Fulltime employee the possibility of working all available hours within his Service Territory.
- Such hours of work will be offered to employees by seniority, and in accordance with Article 16.02 a) and 17.01.
- The laid off Regular Fulltime employee will maintain their status, rate of pay and a other rights under the Collective Agreement they had at the time of their layoff

## **ARTICLE 11 – HEALTH AND SAFETY**

- 11.03 The Company shall supply current or new employees, at its expense, with any equipment or safety clothing it request them to use or wear.
- 11.06 A worker who sustains an occupational injury or disease shall maintain their employment relationship for a period of thirty-six (36) months.
- 11.07 In the event extreme weather conditions arise that may potentially place employees at risk in a region, the Regional Health and Safety Committee Co-Chairs will consult and make their recommendation(s), then the Company will determine if field operations should be suspended.

## **ARTICLE 12 – DISCIPLINARY OR NON-DISCIPLINARY ACTION**

### **DISCIPLINE**

12.06 Any meeting called by the Company under Article 12 regarding disciplinary action shall be held between the Operations Manager, the Union Steward and the affected employee. In the event that another member of management joins their meeting, the Union may request the presence of another Steward of its choosing. This additional Steward will preferably come from the same locality as the employee.

## **ARTICLE 13 – GRIEVANCES**

13.02 The grievor will only participate in all steps of the grievance process if required by the Union.

### **GRIEVANCE PROCEDURE**

#### **STEP 1**

13.03 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 Senior Manager Field Operations by the Union Steward and the Grievor or the Union Steward alone.

The Senior Manager Field Operations shall meet with the Chief Steward, the Union Steward and the grievor if required by the union, and shall render their decision within ten (10) calendar days of being advised of the grievance. He shall also enter a written statement of position. The Senior Manager Field Operations may ask another member of the management team and/or administration, to participate in Step 1.

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

#### **STEP 2**

13.04 Where the grievance has not been settled at Step 1, it may be submitted to the Divisional Director 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 Divisional Director shall meet with the Chief Steward, the Union Steward and the grievor, if required by the union, and shall render their decision within fifteen (15) calendar days of being advised of the grievance, and shall also enter a written statement of position.



- a) A National Union Representative may participate in Step 2 of a grievance.
- b) The **Divisional Director** may ask another member of the management **and/or administration** 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 **Senior Manager Labour Relations** by the National Union Representative within thirty (30) calendar days following the decision received at Step 2.

The Union and the Company shall agree on a schedule of predetermined dates for the presentation of all grievances at Step 3 in order to expedite the process.

The **Senior Manager Labour Relations** must meet the National Union Representative and the Chief Steward. Their decision must be rendered within thirty (30) calendar days after the presentation of the grievance. They shall also reply in writing and include a written statement of position on the grievance.

The **Senior Manager Labour Relations**, if they so wish may ask another member of management and/or administration team to participate in the meeting.

### 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 their decision, in writing, within fifteen (15) calendar days of the meeting. Another member of management named by the company may attend the meeting.
- d) This procedure shall not be used for processing individual grievances.

### 13.13 **USE OF TECHNOLOGY**

**When a meeting is required under this article, such meeting can occur over a telecommunication medium when agreed by both parties.**

## **ARTICLE 14 – ARBITRATION**

- 14.01 Where the Union wishes to submit a grievance to arbitration, they shall advise the **Senior Manager Labour Relations** in writing within thirty (30) calendar days following the date of the decision at Step 3 or, of the **Director of 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 Resources the names of three (3) 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.

### **EXPEDITED ARBITRATION**

- 14.05 Where the matter at issue is one relating to the alleged violation of section 12.01, it may be submitted to the following process of expedited arbitration:

- (a) A list of Arbitrators, who shall be mutually agreed to by the parties, will be established according to, and dependent on, their availability.
- (b) Unless the parties mutually agree to a lesser number of days, two (2) days in each calendar month shall be scheduled on dates mutually agreed to by the parties, as potential hearing days, for a period of six (6) months in advance, for each of the succeeding twelve (12) months.
- (c) The Union shall assign to these Arbitrators, no later than sixty (60) calendar days prior to its sitting, the grievance(s) to be heard. No more grievances than can reasonably be heard within the sitting days provided in that month may be referred to that Arbitrator. In the event that no grievance is assigned to an Arbitrator sixty (60) days before the hearing date, that hearing date shall be cancelled.

By mutual written agreement of the Director Human Resources and a National Union Representative, any other grievance that is not one in relation to the alleged violation of section 12.01 may also be submitted to the Expedited Arbitration Process.



## **MEDIATION PROCESS**

14.06 With mutual agreement between the **Senior Manager Labour Relations** and the Unifor National Representative, a grievance that is not settled at the Second (2<sup>nd</sup>) 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 16 — HOURS OF WORK**

- 16.01 a) "Basic Hours of Work" means the number of hours worked per day and per week as established by this Article.
- b) **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) 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 (8) week schedule is issued, the Local Chief Steward may consult with the **Region's Labour Relations Consultant** in order to review issues that may arise.

- e) Subject to the conditions stated in Article 17, no employee shall work more than twelve (12) consecutive days against their will.
- f) For tours of duty beginning between six o'clock (6:00 a.m.) and twelve noon (12:00 p.m.), 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 their Operations Manager. If the Company is offering overtime, the employee may take a thirty (30) minutes lunch upon authorization from their Manager.

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

- g) An employee shall be granted a relief period of no more than fifteen (15) 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 their 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 totaling 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 must give seven (7) calendar days' notice before changing the basic work schedule of a Full-Time employee.
- d) i) Where a Full-Time employee does his normal tour of duty spread over a two (2) week (80 hour) period, his rest days shall be consecutive to another rest day.
- ii) It is understood that Sunday for an RFT1 is still considered to be a day of rest (DOR).
- e) Regular Full-Time (RFT) employees as defined in Article 8.03 are divided in three (3) different classifications:
- i) RFT-1: This classification will constitute fifteen percent (15%) of the employees within the common locality that shall not be scheduled on Sundays or on two (2) consecutive Saturdays. It is understood that Sunday for an RFT1 is considered to be a rest day.
- ii) RFT-2: This classification will constitute fifteen percent (15%) of the employees within the common locality that shall not be scheduled on two (2) consecutive weekends.
- iii) RFT-3: This classification will constitute thirty-five percent (35%) of the employees within the common locality that 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) The Company may reduce the hours of work to thirty-six (36) hours per week for Full-Time employees in a given Team Territory.

- b) The Company shall always give a seven (7) calendar days' notice before reducing the hours of work to thirty-six (36) hours per week. The Company shall give seven (7) calendar days' 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 days' 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, the Company shall offer available hours of work to Full-Time employees before offering hours to Regular Part-Time employees providing that Regular Part-Time employees have worked their guaranteed 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 by seniority within a Team Territory.
- e) During the reduction of hours, the employee may choose one of the outlined options. The employee must remain on their 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 consecutive to another rest day.

#### **REGULAR PART-TIME EMPLOYEES**

- 16.04 a) Regular Part Time (RPT) employee as defined in Article 8.04 represents thirty-five percent (35%) of the employees in each Common Locality.
- b) The Company shall determine the hours of work per day and days per week for all Regular 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.
  - c) Hours of work offered to Regular Part-Time employees shall be equitably distributed within a Team Territory taking into consideration the requirements of the job. The equitable distribution of hours will be evaluated over a period of eight (8) weeks and shall include worked and offered hours.



- d) Notwithstanding Article 16.04 c) a newly hired Regular Part-Time employee will not be included in the equitable distribution of hours during the time of the initial basic training period, which encompasses in-class training and one-on-one mentoring. Once a new hire has completed transition to their Operations Manager and they start working independently, article 16.04c) will apply. All further skills upgrades will be subject to equitable distribution of hours.
- e) Hours of work of Regular Part-Time employees will be as follows:
- i) During the period starting on the Sunday following May 15 until the Saturday preceding October 15 of each year, Regular Part-Time employees will be guaranteed four (4) days of work per pay period, scheduled on Saturdays and Sundays, and confirmed DD-7;
    - For a Regular Part-Time employee working eight (8) hour shifts as per Article 16.04 (b), the company will schedule three (3) additional non-guaranteed shifts of eight (8) hours per week or six (6) additional non-guaranteed shifts of eight (8) hours in the pay period.
    - For a Regular Part-Time employee working ten (10) hour shifts as per Article 16.04 (b), the company will schedule four (4) additional non-guaranteed shifts of ten (10) hours in the pay period.
  - ii) During the period starting the Sunday following October 15 until the Saturday preceding May 15 of each year, Regular Part-Time employees will be guaranteed two (2) days of work per pay period, scheduled on Saturdays, and confirmed DD-7;
    - For a Regular Part-Time employee working eight (8) hour shifts as per Article 16.04 (b), the company will schedule eight (8) additional non-guaranteed shifts of eight (8) hours in the pay period.
    - For a Regular Part-Time employee working ten (10) hour shifts as per 16.04 (a), the company will schedule six (6) additional non-guaranteed shifts of ten (10) hours in the pay period.
- f) The additional non-guaranteed shifts per week scheduled above the guaranteed hours of work for a Regular Part-Time employee will be identified and referred to as "shaded days"
- g) The Company may, according to the requirements of the job, cancel or modify the start and end time of the "shaded days" by no later than seven o'clock (7:00 p.m.) the night before (DD-1).



h) The Company may also, according to the requirements of the job, offer additional hours of work to Regular Part-Time employees. These additional hours of work will be equitably distributed and will be subject to the following:

i) Additional hours of work will be offered to all Regular Part-Time employees in a Team Territory. Regular Part-time employees will have two (2) hours to volunteer to do the work:

- If a Regular Part-Time employee is selected to work based on his availability, these hours will be calculated in the number of offered hours
- If a Regular Part-Time employee provides no response to the offer of hours within two (2) hours, those hours will be considered as offered.
- If a Regular Part-Time employee volunteers to do the work and is not selected, these hours will not be considered as offered.

The Company will provide an automated report to the Union within fourteen (14) calendar days following each eight (8) week schedule. It is understood that time spent required to evaluate or analyze this report will be paid by the Company.

- i) A Regular Part-Time employee who accepts an offer of work for the same day, shall be paid a minimum of four (4) hours. However, if they are notified beforehand, they shall be paid a minimum of eight (8) hours.
- j) Start time and shift duration of guaranteed days of work shall be confirmed no later than seven o'clock (7:00 pm) the night before (DD-1)
- k) For each posted eight (8) week schedule, a Regular Part-Time employee will be allowed two (2) scheduled rest days per week. Once per pay period, the two (2) scheduled rest days will be consecutive. These scheduled rest days will be confirmed DD-7.
- l) Notwithstanding Article 16.04 e), every Regular Part Time employee shall have one (1) week-end off per quarter. A newly hired Regular Part Time employee must have worked thirteen (13) days in the quarter to be eligible to the weekend off. When the Regular Part-Time employee is scheduled a weekend off, it is understood that the guaranteed days of work will be a Monday or Friday.



## **PART-TIME STUDENTS**

- 16.05 a) The Company shall determine the hours of work per day and days per week for all Part-Time Students, with priority given to the student's education schedule, while attending school. These hours per day shall 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. The hours of work of a student shall not exceed those of the junior Regular Part-Time employee in the common locality.
- b) Students may continue to work outside of the summer period while attending school. Understanding that students will have educational schedules and requirements throughout the year, a Student may request to have their hours reduced based on these needs, which the Company shall modify their scheduled shifts and/or shift duration, on an individual basis.
- c) Students will not receive additional hours of work above the guaranteed hours of a Part-Time employee from the Company when Regular Part-time employees are working less than forty (40) hours per week.
- d) The Company may, according to the requirements of the job, cancel or modify the start time of a Students shift no later than seven o'clock (7:00 pm) the night before (DD-1).

## **ARTICLE 17 - OVERTIME**

17.01 "Overtime" for Full-Time Employees is defined as:

All hours worked outside the Basic hours of work. Such hours will be paid at the overtime rate for the day the overtime hours are worked.

17.02 "Overtime" for a Part-Time Employee or a Student 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 a) In the event that there are not enough volunteers, the Company shall, according to the requirements of the job, assign overtime hours within the Team Territory in the following order:

1) RPT employees in reverse order of seniority

2) 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 up to eight (8) overtime hours per pay period.

b) Notwithstanding Article 17.05 (a), the Company agrees to give as much advance notice as possible that an RFT employee may have to work assigned overtime.

In any case, for RFT-1, RFT-2 and RFT-3 the number of assigned overtime hours will be limited as follows:

i) RFT-1 employees will be limited to a maximum of sixteen (16) assigned overtime hours for that calendar year.

ii) RFT-2 employees will be limited to a maximum of fifty-six (56) assigned overtime hours for that calendar year.

iii) RFT-3 employees will be limited to a maximum of ninety-six (96) assigned overtime hours for that calendar year.

iv) When a RFT 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.

v) When an employee has worked more than two (2) hours of overtime in a pay period, the Company will not be able to assign an overtime shift during the pay period. However, the Company will have the right to extend previously scheduled eight (8) hour shifts by two (2) hours to a maximum of forty-eight (48) hours per week or eight (8) hours per pay period.

vi) It is further understood that no employee will be assigned an overtime shift when there are available employees able to do the job on regular hours in the Team Territory.



17.06 Notwithstanding Article 17.05, when assigning and scheduling overtime the following will apply:

RFT-1: The Company will not force an employee into working on a Sunday or a consecutive Saturday.

RFT-2: The Company will not force an employee into working consecutive weekends

RFT-3: The Company will not force an employee into working more than six (6) out of eight (8) weekends in an eight (8) week schedule.

17.07 a) 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 scheduled to an employee in excess of eight (8) hours per employee in one (1) 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.

b) Employees who are working overtime related to the execution of this article shall perform work related to the circumstances that gave rise to its use.

c) It is expressly understood that no employee working overtime under this article will be performing regular demand load installation or repair.

17.08 The employee who works overtime shall have two (2) options:

a) Be paid at their normal hourly rate of pay multiplied by one and one half times (1.5x) for each overtime hour worked; or

b) Accumulate hours in a compensating time off bank at the rate multiplied by one and one half times (1.5x) for each overtime hour worked up to a maximum of four hundred (400) hours banked.

17.09 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 their Operations Manager.



- b) Where employees provide a one (1) month notice of their TGP request, the Company shall grant the TGP request except for Saturday 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) At any time during the 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. An employee shall also have the ability any time during the year to transfer any amount of their TGP bank into the Company Group Savings and Retirement Plan.
- e) Where a Full-Time employee's request for TGP is taken in a block of five (5) days Monday to Friday inclusive they cannot be schedule to work the weekend before and after the requested period.
- f) It is expressly understood that no request for TGP will be granted unless the time accumulated is in the employees' compensating time off bank.

#### 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 two times (2x) their normal hourly rate for all overtime hours worked.
- 17.12 A regular employee called out shall receive a minimum four (4) hours pay, as per article 17.11 above.



## **ARTICLE 18 - PAYMENT FOR WORK ON A HOLIDAY INCLUDED IN THE WEEKLY SCHEDULE**

18.06 a) Where an employee works on a paid holiday he shall elect one of the following options:

- i) They shall be paid the overtime rate as per Article 17.08. In addition, they shall be entitled to payment according to Article 18.05, or
- ii) They shall be paid at the overtime rate as per Article 17.08. 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. If, after having scheduled all the Regular Part-time Employees to work on a paid holiday, there are still an insufficient number of employees scheduled to meet workload requirement, the Company can schedule no more than twenty percent (20%) of the Regular Full-Time Employees by reverse order of seniority. In the event that less employees are required to work on the paid holiday on DD-1 or before, the Company will first offer Regular Full-Time Employees to be unscheduled on the basis of seniority.

18.07 Where an employee has worked a statutory holiday and accumulated time off in their HMP bank in accordance with article 18.06 of the collective agreement, the following rules will apply.

- a) Hours accumulated in an Employee's HMP 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 one (1) month notice of the HMP request, the Company shall grant the HMP, except for Saturdays and Holidays. The total number of employees granted their HMP and those granted compensated time off bank (TGP), and vacation shall not exceed the percentage of employees entitled to be on vacation at the same time as per article 19.06 for Fulltime employees, and 19.07 (b) for Part-time employees.
- c) HMP request 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.
- d) Requests for HMP hours that have been granted shall not be cancelled or changed without the consent of the employee.



- e) Any time during the year, an employee may request payment of any amount of the outstanding balance of hours in his HMP bank by notifying the Payroll Validation department and completing the proper request form. Payment will be received on the regular pay following the receipt of the form.
- f) Notwithstanding the above, hours accumulated can be held in the HMP bank for a period no greater than twelve (12) months from the date the statutory holiday was worked and the hours were banked. Any such time not taken by the employee within the twelve (12) month period will automatically be paid out by the employer.

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 VACATION**

19.03 Beginning December 1st of each year for all employees, the Company shall prepare the vacation schedule for the following year. Employees shall select their vacation choices via the Vacation Portal prior to January 15th and the Company shall post the vacation schedule at the latest on January 31<sup>st</sup>.

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	One (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 twenty-five (25) years	Five (5) weeks
Twenty-five (25) years and more	Six (6) weeks

- A maximum of three (3) weeks' vacation can be taken during the June 1<sup>st</sup> to August 31<sup>st</sup> time frame.

- Vacation entitlement after one (1) year of service is not pro-rateable

b) For each allocated week as per Article 19.04 a), Full-Time Employees will be entitled to two percent (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 two percent (2%) of their gross salary earnings, from previous reference year.
- d) When an employee is upgraded from Part-time employee to Full-Time employee status, Article 19.04 b) will apply to any unused vacation in the year of the upgrade.

## GENERAL

- 19.05 The Company cannot block-out the taking of any vacation week during the reference year.
- 19.06 A total of nineteen percent (19%) (rounded up to the next full entitlement,) 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 twenty-three percent (23%) (rounded up to the next full entitlement,) (minimum one (1) 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 five percent (5%) (rounded up to the next full entitlement,) 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 twenty-eight and a half percent (28.5%) (rounded up to the next full entitlement,) the number of employees of a Team Territory entitled to take their vacations at the same time for three (3) weeks (during July or August) identified during the scheduling process

## ARTICLE 20 - TRANSFERS / UPGRADES / VACANCY POSTINGS

### PERMANENT TRANSFER PROCEDURE

- 20.01 a) Anytime of the year, an employee may put their names on the transfer list through written notice to their Operations Manager, using the form designed for this purpose.
- b) An employee shall identify to their Operations Manager the two Common Locality 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 position in a Common Locality, it shall give priority to the employee with the most seniority on the transfer list, as long as this employee has more seniority than the next employee eligible for upgrade in the same Common Locality.
- e) No employee will be downgrade to a lower classification in the event that the percentages of Regular Full-Time employees is higher than the percentages identified in Article 16.02
- f) It is expressly understood that transfer requests will only be considered for employees whose performance on their existing job meets requirements.
- g) The transfer list prepared as per paragraph a) will be considered; prior to both upgrade processes, in April 1<sup>st</sup> and October 1<sup>st</sup>.
- h) Relocation costs are borne by the employee.
- i) Where an employee is transferred as a result of his request, the other request shall become null and void.

#### **VACANCY POSTING**

- 20.02 a) If the departure on a Regular Full-Time employee in a Common Locality creates a vacancy in RFT-1, RFT-2 or RFT-3 classification, based on the percentages outlined at Article 16.02, the Company will communicate an internal posting of the vacant position to all employees of the bargaining unit. The post will remain open for fourteen (14) days.
- b) The Company shall give priority to the most senior employee who applies to the posting, provided the employee has more seniority than the next employee eligible for upgrade in the Common Locality where posting was created. It is understood the employee will accept the status of the posted vacancy.
- c) Should an employee decline an upgrade, the vacancy will reopen for a period not exceeding seven (7) calendar days to finalize the process of selecting the next eligible employee on the list. In the event that there are no employees that apply for the vacancy, the next employee eligible for upgrade in the Common Locality where the posting was created will automatically be upgraded.
- d) When the Company hires new employees, an internal posting of the vacant position will also be will communicated to all employees of the bargaining unit. The internal posting will remain open for seven (7) days. Priority will be given to existing employees, which includes Part-Time Student, by seniority, before hiring externally. It is understood the employee will accept the status of the posted position.



- e) When a vacancy has been filled in a Common Locality that has resulted in an employee being transferred, the transferred employee will be restricted from applying for another posting for a period of twenty-four (24) months from the date of their transfer.

## **TEMPORARY TRANSFERS**

- 20.03 a) 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.
- b) In the case of a temporary transfer, the senior most volunteer will be selected, if there are no volunteers, 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**

- 21.02 c) All distances referenced in article 21 are based on actual distances driven by an employee as calculated by Google Maps understanding that normally this would be the shortest distance between points. However the shortest distance between points may not always apply when avoiding toll routes, unfavorable road conditions, construction activity, closures or any other circumstance out of the control of the employee that may require choice of a longer route.

## **ARTICLE 22 – ABSENCES DUE TO SICKNESS**

- 22.03 All employees who have completed one (1) year of service are entitled to the following benefits:
- The Disability Benefit Plan;
    - From the age of 65, the benefit coverage is limited to twenty-six (26) weeks until the employee's departure date for the maximum periods of fifteen (15) weeks at the time, in accordance with the terms of the benefit plan
  - The Long Term Disability Income Plan;
    - Employees who reach sixty-five (65) years of age are no longer covered by the Long Term Disability Income Plan.
  - The Medical Expenses Reimbursement Plan;
  - The Dental Expenses Reimbursement Plan.
- 22.04 Employees with more than one (1) year of service may make a voluntary contribution, of up to two and one half percent (2.5%) of their base salary, into the Company group RRSP and will be matched by the Company into the DPSP, (employee must register in both programs DPSP and RRSP).



These employees must contribute to the minimum of two and one half percent (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. Upon minimal two and one half percent (2.5%) contribution from the employee, the Company will contribute four percent (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 employees. The level of co-payment for a Regular Full-Time employee will reflect a seventy-five percent (75%) employer and twenty-five percent (25%) employee contribution. The level of co-payment for Regular Part-Time employee will reflect a sixty percent (60%) and forty percent (40%).

#### **ARTICLE 27 – BEREAVEMENT LEAVE**

- 27.01 In the event of the death of their spouse, common-law spouse, same-sex spouse, son/step-son, daughter/step-daughter, father/step-father, mother/step-mother, the employee has the right to bereavement leave with pay for up to five (5) pay days. This leave shall normally be taken between the death and the funeral or cremation.
- 27.02 In the event of the death of their grandparent, mother-in-law, father-in-law (including same sex spouses), grandchild, brother/step-brother, sister/step-sister, or a relative that lives in the principal residence of the employee, the employee has the right to bereavement leave with pay for up to three (3) days. This leave shall normally be taken between the death and the funeral or cremation.
- 27.03 In the event of the death of their aunt or uncle, the employee has the right to bereavement leave for one (1) unpaid day. This leave shall normally be taken between the death and the funeral or cremation.
- 27.04 Where it is necessary for the employee to leave the city in which they work and travel more than two hundred kilometres (200 kms), the Company will add one (1) paid day to the bereavement leave provided for in Articles 27.01 and 27.02. The employee entitled to a leave under Article 27.03 shall be granted one (1) additional day of unpaid leave.
- 27.05 Where an employee is granted a bereavement leave as per Articles 27.01 and 27.02, at their request, the Company shall grant a leave of absence (TGP, PGU or VAC) for a maximum period of two (2) weeks. Such leave shall not be subject to the percentage calculations in Articles 17 and 19.



## **ARTICLE 30 – BARGAINING PROCEDURE (COMMON LANGUAGE)**

- 30.01 Three (3) Bargaining Agents, authorized by the Union shall be granted time for bargaining purposes, such time will be without any deduction of the time worked for the Company and without wage loss.
- 30.02 Nineteen (19) Representatives including the Bargaining Agents may attend the Bargaining Caucus for a period not exceeding four (4) days without any deduction of the time worked for the Company and without wage loss. The names of the participants will be supplied to the Company upon request.
- 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 and the designated Company Representatives.
- 30.04 The Collective Agreement cannot be deemed valid unless it is signed by the Bargaining Agents authorized by the Union and by the Company.
- 30.05 Should the parties consider that simultaneous translation is necessary; the Company agrees to cover all costs of the simultaneous translation expenses during bargaining meeting. At the expiry date of the Collective Agreement or the date that conciliation assistance is requested, whichever date is later, translation expenses shall be borne by the parties in equal shares.

## **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, 2022 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 Unifor: 205 Placer Court, Toronto M2H 3H9. 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.

## **APPENDIX "A"**

Technician wage increases on a single wage grid; on May 6<sup>th</sup> each year; final step; 2.5% to \$30.24/ 2.5% to \$30.99 / 2.5% to \$31.77 / 3.9% to \$33.00

Logistics Attendants and Cable Pullers wage increase on a single wage grid; on May 6<sup>th</sup> each year; final step; 2.4% to \$21.15 / 2.4% to \$21.66 / 2.4% to \$22.17 / 2.4% to \$22.70 & an additional step 2.4% \$23.24

## **APPENDIX "B"**

**Delete "by Operations Manager" in all listed Team Territories.**

## **LETTERS OF AGREEMENTS**

### **TABLE OF CONTENTS**

<b>LETTER</b>	<b>TITLE</b>
No. 1	LABOUR RELATIONS COMMITTEE (LRC)
No. 2	JOINT SKILLS DEVELOPMENT COMMITTEE (JSDC)
No. 3	SEASONAL LEAVE
No. 4	WORK BELONGING TO THE BARGAINING UNIT
No. 5	TRAINING ACTIVITIES
No. 6	RESTRUCTURING OF TEAMS OR TEAM TERRITORIES
No. 7	UPGRADE OF STATUS FOR ALL CATEGORIES OF EMPLOYEES
No. 8	MISCELLANEOUS
No. 9	BRANDED CLOTHING
No. 10	JURISDICTION OF WORK
No. 11	VOLUNTARY PRE-RETIREMENT PROGRAM
No. 12	REGIONAL LABOUR MANAGEMENT MEETINGS (RLM)
No. 13	STRUCTURED CABLING DIVISION
No. 14	PAID EDUCATION LEAVE (PEL)
No. 15	UNIFOR SOCIAL JUSTICE FUND
No. 16	PAID DOMESTIC VIOLENCE LEAVE
No. 17	MENTAL HEALTH
No. 18	DRUG, ALCOHOL AND GAMBLING ADDICTION

### **LETTER OF AGREEMENT #1 - THE LABOUR RELATIONS COMMITTEE (LRC)**

Whereas, the intent of the Union (Unifor) 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

Senior Manager – Labour Relations  
Two (2) Directors from operations  
One (1) Senior Manager from operations

Union

Bargaining Committee Members  
National Representative

Any additional guests / resources may be invited to attend these said meetings.

5. The LRC will meet face to face every two (2) months at the Company’s Ontario Corporate Office or at any other mutually agreed location.
6. All discussions of the committee that take place at an LRC meeting are “working discussions” and do not constitute an agreement to modify the existing language or procedures in the Collective Agreement.
7. Any discussion that results in a change to the application of the Collective Agreement in whole or in part shall be in the form of a Memorandum of Agreement signed by the parties.
8. Any Memorandum of Agreement signed by the parties will be posted on the Company website with the posted minutes of the meeting.

9. It is understood that the above does not limit the ability of the Company to issue policies This Agreement is signed, this 2nd day of June, 2011.

#### **LETTER OF AGREEMENT #2 - JOINT SKILLS DEVELOPMENT COMMITTEE (JSDC)**

Whereas, the intent of the Union (Unifor) 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**

Senior Manager - Technical Training and Development  
Senior Manager - Workforce Management  
Senior Manager - Operations

#### **Union**

Health and Safety (5.06)  
The Representatives of the  
Bargaining Committee

- a) The Union Representatives of the JSDC will be comprised of the Bargaining Committee and the Article 5.06 Health and Safety Representative.
- b) A Unifor 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 meet face to face every two (2) months in conjunction with the Labour Relations Committee (LRC) meetings at the Company's Ontario Corporate Office or at any other mutually agreed location. The parties will allow use of technology when agreed when mutually convenient.
5. The Labour Relations Committee (LRC) will conduct an annual review on the effectiveness of the committee This Agreement is signed, this 2nd day of June, 2011.

### **LETTER OF AGREEMENT #3 - SEASONAL LEAVE**

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

#### **90/10 and 80/20 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 or a 80/20 seasonal leave with income averaging will be offered to regular employees subject to mutual agreement between the Company and employee.

1. 90/10: The period of time not worked will be five (5) weeks and one (1) day and may be taken in one (1) or multiple blocks of time during the period of October 15th through May 15th and within the one (1) year income averaging period, subject to the needs of the business.
2. 80/20 The period of time not worked will be ten (10) weeks and two (2) days and may be taken in one (1) or multiple blocks of time during the period of October 15th through May 15th 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 and 80/20 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.

#### **LETTER OF AGREEMENT #4 – WORK BELONGING TO THE BARGAINING UNIT**

Although the Collective Agreement does not include specific limitations on Operation Managers performing work belonging to the bargaining unit, BTS 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, Cable Pullers and Logistics Attendants**.
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 or provide support.

#### **LETTER OF AGREEMENT #5 - TRAINING ACTIVITIES**

- a) All training activities related to skills upgrade and/or equipment that we use shall be scheduled and part of the regular work week.
- b) All training activities will be offered to volunteer(s) in the Common Locality and will be accepted in order to meet the percentages of employee classes included in Article 16. If there are no volunteers for the training, the Company will assign the training to employees in reverse order of seniority
- c) In all cases, travel time to and from any training session will be part of the employees regular work schedule and the appropriate regular and overtime rates shall apply as per articles 16 and 17.
- d) Any employee in a full day training session will not be subject to the rules set out in articles 17.04 and 17.05.

#### **LETTER OF AGREEMENT #7 – UPGRADE OF STATUS FOR ALL CATEGORIES OF EMPLOYEES**

The Union and the Company agree that the Labour Relations Committee will meet twice per year, in April 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 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 Labour Relations. In such cases, 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 timeframe, it will be understood that the employee has forfeited their upgrade and the upgrade will be offered to the next eligible employee on this list.

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

- i. 65% of technicians as Regular Full-Time Employees
  - a. 15% RFT-1
  - b. 15% RFT-2
  - c. 35% RFT-3
- ii. 35% of technicians as Part-Time Employees

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 LRC meeting. 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.

#### 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. Logistic Attendants are subject to the same employee classification percentages as outlined in Article 16.02 of the collective agreement.

- 1) A Regular Part-Time Logistics Attendant will be offered an upgrade to Full-Time when their seniority date is higher than the seniority date of a Technician being considered for upgrade to RFT in the same common locality.
- 2) Logistics Attendants will be offered an upgrade to RFT-3 when their 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 Logistics Attendant working out of the same work center.
- 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 they accept 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.

Logistic attendant's schedules will be arranged via the team at the work center location on a voluntary basis. If an agreement cannot be reached, article 16 and 17 will apply.

## STRUCTURED CABLING DIVISION 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. 65% of technicians as Regular Full-Time Employees
    - a. 15% RFT-1
    - b. 15% RFT-2
    - c. 35% RFT-3
  - ii. 35% of technicians as Part-Time Employees
- 1) A Cable Puller will be offered an upgrade to Regular Full-Time when their 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.
  - 2) 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 they accept an I&R Technician position and successfully completes the proper in-class training.

The Company agrees to put the Cable Puller in the next class of Technician training being held for the service territory in order to provide the required skills upgrades.

### 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 Technicians and will work towards the following percentages in order to provide the required flexibility by Team Territory:

- i. 65% of technicians as Regular Full-Time Employees
  - a. 15% RFT-1
  - b. 15% RFT-2
  - c. 35% RFT-3
- ii. 35% of technicians as Part-Time Employees



- 1) A Technician that works for the Structured Cabling Division will be offered an upgrade to Regular Full-Time 3 when their seniority date is higher than the seniority date of a Technician that works on the I&R demand load who is being considered for upgrade to RFT-3 in the same common locality up to the percentage for an RFT-3 Technician in the Structured Cabling Division
- 2) When the LRC proceeds with the Technician Upgrade Process stated above, and the seniority date of a Technician that works for the Structured Cabling Division is higher than the seniority date of a Technician that works on the I&R demand load who is being considered for upgrade to RFT-3, when percentages as per paragraph 2 do not allow the upgrade, this Technician will be offered the position of an RFT-3 I&R Technician.

The Company agrees to put the Technician in the next class of Technician training being held in the service territory in order to provide the required skills upgrades.

#### **NEW: LETTER OF AGREEMENT #9 – BRANDED CLOTHING**

It is the Company's desire that branded clothing be the first choice for employees to wear. As of fall 2018, branded clothing will be provided by the Company, in accordance with the point system established under the terms and conditions below.

Whether the employee chooses to order company clothing under the program described below or not, it is understood that in order to ensure employee and public protection, employees should maintain a professional appearance during working hours.

#### **THE PROGRAM**

- a) The clothing allocation will be based on a points system, to be granted to each employee every year. Employees will use the points to purchase clothing items, based on their needs and the items value, as described in paragraph b). The yearly allocation of points for clothing will be as follows:
  - 350 points for new hires
  - 250 points for employees with one (1) year of seniority or greater
- b) The clothing item value is listed below. Additional items may be made available by the Company via the ordering system. All employees will be able to buy additional clothing if so desired. The price list will be made available via the Company Intranet.

Item	Point value
Baseball cap	5 pts
Tuque	5 pts
Long sleeve T-Shirt	10 pts
Bermuda shorts	20 pts
Long sleeve shirt	20 pts
Short sleeve shirt	20 pts
Polo	20 pts
Pants (4 seasons)	25 pts
Hoodie	25 pts
Softshell	45 pts
Cardigan	30 pts
Winter coat	80 pts
Winter pants	90 pts
winter coat – orange	100 pts

## GENERAL

- a) The Company is committed to maintain the same quality and standard of clothing for the duration of this agreement. The Union 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.
- b) 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.
- c) It is understood that an employee who participates in the clothing program commits to wear the ordered clothes each working day.
- d) 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. All cleaning costs will be the employee's responsibility.
- e) 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.



## **LETTER OF AGREEMENT #13 - STRUCTURED CABLING DIVISION**

Whereas, the purpose of this LOA is to outline the terms upon which the parties will work towards formalizing an MOA clarifying the job descriptions and requirements of Technicians and Cable Pullers that are part of the Structured Cabling Division.

Working out of the principals outlined above, the parties agree to the following:

From the effective date of the Collective Agreement the following principals will apply:

### Cable Pullers

- i. Improved salary grid for Cable Pullers as per Appendix "A" and Appendix "B" of the collective agreement (reference new table)
- ii. A Cable Puller may not perform the duties of a technician that are above and beyond that of a Cable Puller's job description
- iii. Cable Pullers will only be required to report to one location per day. Where there are instances that additional locations are required to travel, the Company will provide transportation.

### Upgrades

- i. Technicians and Cable Pullers of the Structured Cabling Division will immediately be subject to the same employee classification percentages as outlined in Article 16 of the collective agreement.
- ii. The current upgrade process for the Structured Cabling division will still apply as per LOA #7, with the exception of the above mentioned classification numbers, until a formal upgrade process is established when the above mentioned MOA is solidified.

### Work in Localities with Limited Structured Cabling Presence

- i. When Structured Cabling Division duties are required in a Common Locality where there is insufficient coverage of Technicians and or Cable Pullers, the company will offer the work to employees of that locality who are able to perform the work. If such work becomes sustainable to the extent the jobs are permanent, the company will increase the number of Technicians and or Cable Pullers required, in order to meet the demand in the Common Locality.

## Overtime Rules and Scheduling

- i. All overtime rules as per article 17 will be applied to trained I&R technicians in the Structured Cabling Division if the trained technician is not required on that day or up to 48 hours in a week on Structured Cabling duties.
- ii. Technicians working in the Structured Cabling Division who have been trained for I&R may be used to provide week day and or weekend flex coverage on the I&R demand load when required.
- iii. All employees working for the Structured Cabling Division will be placed on the Working and Vacation schedules in the Team Territories that they are part of.

Also:

- Within three (3) months following the start date of the CBA, the LRC will meet with the company to begin discussions. Additional guests from the Company and the Union can be in attendance.
- The parties both agree that this process may have to take place over several meetings.
- The parties agree that they shall come to an agreement by no later February 28, 2019. If no agreement is reached, the terms and conditions of the collective agreement and this Letter of Agreement will apply.

## **LETTER OF AGREEMENT # 14 – UNIFOR PAID EDUCATION LEAVE**

For the year of 2018 and 2019, the Company agrees to pay into a special fund an amount of two cents (\$0.02) per hour for regular hours to provide for a Unifor Paid Education Leave (PEL) program.

For the year of 2020 and 2021 the amount shall be increased to three cents (\$0.03) per hour.

Such payment will be remitted on a regular basis into a trust fund established by Unifor effective from the date of ratification.

Payments will be sent by the Company to the following address:

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



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

#### **4.08 HUMANITY FUND – Article to be removed and replaced by LOA #15**

##### **LETTER OF AGREEMENT #15 – UNIFOR SOCIAL JUSTICE FUND**

The Company shall pay on behalf of all employees in the bargaining unit, an amount equivalent to one cent (\$0.01) per regular hour worked for the purposes of the Social Justice Fund.

The Company agrees to forward contribution to:

Unifor Social Justice Fund Department  
205 Placer Court  
Toronto, Ontario M2H 3H9

Additional information, the Local Union Number and Bargaining Unit covered, with copies of the correspondence to the Local Union will be mailed to the following address at the same time as contributions are made.

##### **LETTER OF AGREEMENT #16 – PAID DOMESTIC VIOLENCE LEAVE**

The Company recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate and timely verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absence with pay, up to a maximum of five (5) days per calendar year.

##### **LETTER OF AGREEMENT #17 – MENTAL HEALTH**

In September 2010, Bell Let's Talk began a new conversation about mental health in Canada. At that time, most people were not talking about mental illness but the numbers spoke volumes about the urgent need for action. Millions of Canadians, including leading personalities engaged in an open discussion about mental illness, offering new ideas and hope for those who struggle, and those numbers grow every year.

Given Bell Canada's leadership in the area of Mental Health, Bell Technical Solutions and Unifor recognize the importance of ensuring a workplace culture which promotes and improves the mental health of all employees in the workplace.

Bell Technical Solutions and Unifor have a common interest in promoting and enhancing a working relationship consistent with the principles of the Bell Let's Talk initiative.

In light of the above, Bell Technical Solutions and Unifor agree that within three (3) months of ratification of the collective agreement, the parties will convene a meeting to discuss mental health initiatives currently in place in the workplace and what can be done to enhance the mental health initiatives in the workplace.

#### **LETTER OF AGREEMENT #18 – DRUG, ALCOHOL AND GAMBLING ADDICTION**

The Company agrees to work with the Union to assist employees suffering from alcoholism, drug and gambling addiction.

Subject to the approval of a representative of the Company and only in cases supported by a medical recommendation, the Company undertakes to assume all or a portion of the costs incurred in specialized houses for alcohol, drug and gambling addiction treatment for all employees having received a medical recommendation for these treatments. It is understood that these specialized house fees will apply only once per employee. The Company is committed to respecting the principle of confidentiality essential to an effective intervention. Under no circumstances may the information obtained be used for purposes other than the application of this letter of agreement.

#### **LETTERS OUTSIDE OF THE COLLECTIVE AGREEMENT**

#### **ADDITIONAL BENEFIT COVERAGE**

During bargaining for the renewal of this collective agreement, the parties agreed to add the following improvements to group benefits:

- The Company agrees to expand reimbursement for services provided by psychologists and social workers to a maximum of \$3000 per year for each person covered by an employee's benefit plan. This applies to services received from January 1, 2018 onward. The Company agrees to cover the full cost of implementing this benefit until May 6, 2022.
- The Company agrees to increase optical care to one hundred dollars (\$100) per year or two hundred dollars (\$200) every two (2) years.



### **ADDITIONAL HOME DISPATCH**

During the negotiations for the renewal of the BTS/Unifor Collective Agreement, the parties agreed that upon ratification of the Collective Agreement by employees that are members of the bargaining unit, the Company will grant one hundred and fifty (150) home dispatch based on business needs and taking into account seniority.

### **VOLUNTARY SEPERTATION PACKAGE**

The purpose of this document is to confirm the following:

- 1) The Company will offer a Voluntary Separation Package (VSP) to all active employees covered by this collective agreement employed in the province of Ontario ("Employee") to up to one hundred (100) employees. In the event that the Company is able to grant additional voluntary separation packages, the Company will seek approval from the Union.
- 2) The VSP is a lump sum payment equivalent to 0.5 months of base salary (excluding overtime) for each completed year of service for a minimum of two (2) months, up to a maximum of nine (9) months, deposited within thirty (30) days in the Employee's bank account following the departure from the Company.
- 3) Employees who would like to make an application to the VSP must complete the Application documents that will be sent to all Employees in the week of April 2, 2018 at their work email. Employees will have until May 18, 2018 at 5:00 p.m. to complete their Application and return the duly signed documents to the Company.
- 4) Number of voluntary separation packages that the Company may accept will be determined at its discretion. Departure dates for approved applications will be established by the Company based on business needs.
- 5) Departure dates will be scheduled between October 15 and December 31, 2018 and between January 15 and March 31, 2019. Employees will receive confirmation that their application for voluntary separation package was accepted via email.
- 6) The employees will have to be actively at work the day before their departure date in order to be eligible to their VSP.
- 7) The Company will review all the applications received in accordance with paragraph 3 above and final selection will be done by seniority.
- 8) Employees who received confirmation from the Company of their departure date may in no case withdraw their application and may not maintain their employment past their departure date.

- 9) The selection of the employees and the number of employees per region entitled to the voluntary separation package will be communicated to the Union.
- 10) An Employee that has received the voluntary separation package as per paragraph 2 above may not be rehired by the Company or hired by any BCI Inc. wholly owned company for the period equivalent to the amount received.
- 11) Employees fifty-five (55) years of age and over who will take advantage of this offer may continue to receive thirty-five percent (35%) employee discount if the additional of their age and years of service results in a total of at least either (80).



**Bell Technical Solution and Unifor Ontario Agreed to Article Changes**

**February 5, 2018**

**Article will read as follows:**

**SALARY GRID – TECHNICIAN**

Step	Hourly Rate as of May 6 2017	Hourly Rate as of Jan 1 2018	Hourly Rate as of May 6 2018	Hourly Rate as of May 6 2019	Hourly Rate as of May 6 2020	Hourly Rate as of May 6 2021
<b>Beginning</b>	\$ -	\$ 15,20	\$ 15,50	\$ 15,67	\$ 15,84	\$ 16,02
<b>1</b>	\$ -	\$ 16,20	\$ 16,38	\$ 16,56	\$ 16,74	\$ 16,92
<b>2</b>	\$ 17,40	\$ 17,40	\$ 17,59	\$ 17,78	\$ 17,98	\$ 18,18
<b>3</b>	\$ 18,40	\$ 18,40	\$ 18,60	\$ 18,81	\$ 19,01	\$ 19,22
<b>4</b>	\$ 19,40	\$ 19,40	\$ 19,61	\$ 19,83	\$ 20,05	\$ 20,27
<b>5</b>	\$ 20,40	\$ 20,40	\$ 20,62	\$ 20,85	\$ 21,08	\$ 21,31
<b>6</b>	\$ 21,40	\$ 21,40	\$ 21,64	\$ 21,87	\$ 22,11	\$ 22,36
<b>7</b>	\$ 22,40	\$ 22,40	\$ 22,65	\$ 22,90	\$ 23,15	\$ 23,40
<b>8</b>	\$ 23,40	\$ 23,40	\$ 23,66	\$ 23,92	\$ 24,18	\$ 24,45
<b>9</b>	\$ 24,40	\$ 24,40	\$ 24,67	\$ 24,94	\$ 25,21	\$ 25,49
<b>10</b>	\$ 25,49	\$ 25,49	\$ 25,77	\$ 26,05	\$ 26,34	\$ 26,63
<b>11</b>	\$ 26,40	\$ 26,40	\$ 26,69	\$ 26,98	\$ 27,28	\$ 27,58
<b>12</b>	\$ 27,40	\$ 27,40	\$ 27,70	\$ 28,01	\$ 28,31	\$ 28,63
<b>13</b>	\$ 28,15	\$ 28,30	\$ 28,61	\$ 28,93	\$ 29,24	\$ 29,57
<b>14</b>	\$ 29,00	\$ 29,20	\$ 29,52	\$ 29,85	\$ 30,17	\$ 30,51
<b>15</b>	\$ -	\$ 29,50	\$ 30,24	\$ 30,99	\$ 31,77	\$ 31,77
<b>16</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,00

1. The Company may award a 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 Regular Part-Time.
4. A Regular Part-Time employee who has reached five (5) years of service and has not yet been upgraded through the upgrade process will proceed to an automatic step progression every six (6) months

**Bell Technical Solution and Unifor Ontario Agreed to Article Changes**  
**February 5, 2018**  
**Article will read as follows:**

**SALARY GRID – LOGISTICS ATTENDANT AND CABLE PULLER**

	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
Step	as of May 6 2017	as of Jan 1 2018	as of May 6 2018	as of May 6 2019	as of May 6 2020	as of May 6 2021
<b>Beginning</b>	\$ -	\$ 14,15	\$ 15,20	\$ 15,35	\$ 15,51	\$ -
<b>1</b>		\$ 14,80	\$ 15,60	\$ 15,76	\$ 15,91	\$ 15,95
<b>2</b>		\$ 15,30	\$ 16,00	\$ 16,16	\$ 16,32	\$ 16,48
<b>3</b>	\$ 14,80	\$ 15,80	\$ 16,40	\$ 16,56	\$ 16,73	\$ 16,90
<b>4</b>	\$ 15,30	\$ 16,30	\$ 16,80	\$ 16,97	\$ 17,14	\$ 17,31
<b>5</b>	\$ 15,80	\$ 16,80	\$ 17,20	\$ 17,37	\$ 17,55	\$ 17,72
<b>6</b>	\$ 16,30	\$ 17,30	\$ 17,60	\$ 17,78	\$ 17,95	\$ 18,13
<b>7</b>	\$ 16,80	\$ 17,80	\$ 18,00	\$ 18,18	\$ 18,36	\$ 18,55
<b>8</b>	\$ 17,30	\$ 18,30	\$ 18,48	\$ 18,67	\$ 18,85	\$ 19,04
<b>9</b>	\$ 17,80	\$ 18,80	\$ 18,99	\$ 19,18	\$ 19,37	\$ 19,56
<b>10</b>	\$ 18,30	\$ 19,30	\$ 19,49	\$ 19,69	\$ 19,88	\$ 20,08
<b>11</b>	\$ 18,80	\$ 19,80	\$ 20,00	\$ 20,20	\$ 20,40	\$ 20,60
<b>12</b>	\$ 19,30	\$ 20,30	\$ 20,50	\$ 20,71	\$ 20,92	\$ 21,12
<b>13</b>	\$ 19,80	\$ 20,66	\$ 21,15	\$ 21,66	\$ 22,17	\$ 22,70
<b>14</b>	\$ 20,30	\$ -	\$ -	\$ -	\$ -	\$ 23,24

1. The Company may award a Logistics Attendant or a 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 Regular Part-Time.
4. A Regular Part-Time employee who has reached five (5) years of service and has not yet been upgraded through the upgrade process will proceed to an automatic step progression every six (6) months
5. Employees with the job title of « Cable Puller » will not be utilized to perform work activities associated with the « pre-dedication » function