

# COLLECTIVE AGREEMENT

between

Bell Technical Solutions

Bell Technical Solutions Inc.

in the province of Ontario

and



UNIFOR

From May 6, 2018 to May 7, 2022

# COLLECTIVE AGREEMENT

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BETWEEN

**BELL TECHNICAL SOLUTIONS**

in the province of Ontario

(Hereinafter referred to  
as “The Company”)

And

**UNIFOR**

(Hereinafter referred to as  
“The Union”)

From: May 6, 2018 to May 7, 2022

The PRESENT AGREEMENT, made in duplicate, this May 29<sup>th</sup>, 2018, is concluded

BETWEEN

**BELL TECHNICAL SOLUTIONS**, in the province of Ontario,  
hereinafter called "**the Company**", **OF THE FIRST PART**,

AND

**UNIFOR**, hereinafter referred to as "**the Union**", **OF THE SECOND PART**

#### DISCLAIMER

This contract has been printed in both official languages of Canada for convenience, but the official contract in Ontario is the English version.

## **BELL TECHNICAL SOLUTIONS WORK ORGANIZATION**

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

## **ARTICLE 2 – WORK OUTSIDE THE PROVINCE**

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

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

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

## **ARTICLE 4 – DEDUCTIONS**

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### **UNION DUES**

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

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

- 4.02** The Company shall deduct Union dues for each pay period based on hours paid (excluding overtime hours) of all employees in the bargaining unit.

- 4.03** Regular Union dues are those determined by each Local as the dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.

- 4.04** The amount of the regular Union dues shall be such amount as may from time to time be certified to the Company for each Local by the Secretary-Treasurer of the National Union.

- 4.05** Within fifteen (15) calendar days following the end of each month, the Company shall remit to the Secretary-Treasurer of Unifor, by cheque, the amount so deducted, less any amounts paid by the Company on behalf of the Union.

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

### **GENERAL**

- 4.06** The Company shall cease making such deductions when an employee is assigned to a position not covered by this Agreement, with the exception of employees who are assigned to a temporary or acting management position.

- 4.07** It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee or on behalf of any employees, for amounts deducted from wages as provided in this Article.



## **ARTICLE 5 – UNION OFFICERS**

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- 5.01** The Union shall notify the Company in writing of the names of Union Officers and Union Stewards.
- 5.02**
- a) There shall be one Union Steward per group of employees from the same Team Territory, or in each Town of the same Team Territory. The Union shall determine the number of Chief Stewards who may represent several groups of employees. The Company shall also recognize any employee elected to the position of Local officer.
  - b) Where a Union Steward is unable to represent the employees in their group, another Union Steward may be substituted in their place and the Company shall be so informed.
- 5.03** The Company agrees that permission for Representatives of the National Union to enter the Company's premises will not be unreasonably withheld.

### **LEAVE OF ABSENCE WITHOUT PAY**

- 5.04** The Company shall grant an authorized leave of absence of between three (3) months and one (1) year, without pay, to any employee requesting such leave to assume full-time employment with the National Union.
- 5.05**
- a) Such leave of absence shall be renewed by the Company at the request of the National Union.
  - b) An employee on such a leave of absence shall continue to accumulate seniority to a maximum of three (3) years
  - c) The eligible employee who is granted such a leave of absence shall notify the Company of their intention to continue to participate in the benefit plans offered by the Company and if so, shall reimburse the contributions or premiums paid by the Company.

### **REPRESENTATIVES (VARIOUS FUNCTIONS)**

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

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

## **ARTICLE 6 –**

### **TIME OFF FOR UNION BUSINESS**

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#### **GRIEVANCES**

- 6.01**
- a) An employee having a grievance or complaint or a potential grievance or complaint, 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/or Chief Stewards may handle grievances or attend meetings with Company Representatives during their scheduled working hours without deduction of the time so occupied in the computation of the time worked for the Company, and without any loss of wages.

#### **OTHER UNION BUSINESS**

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

#### **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.
- 6.05**
- The time requested pursuant to this Article shall be made on a form provided by the Company. This form will be used to prepare the statement of account, which shall be remitted to the National Union.

## **ARTICLE 7 – STRIKE AND LOCKOUT**

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

## **ARTICLE 8 – DEFINITIONS**

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### **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: Regular Full-Time 1, Regular Full-Time 2, and Regular Full- Time 3.

- 8.03** “Regular Full-Time Employee” is defined as an employee who has Regular Full-Time status and who works forty (40) hours per week.

### **PART-TIME**

- 8.04** “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.

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**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 of cities or towns described in Appendix "D".

**ARTICLE 9 –  
SENIORITY**

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**SENIORITY**

- 9.01**
- a) Seniority is equal to the length of continuous service accumulated from the date of hiring.
  - b) Seniority for all employees is determined from their date of hiring.
  - c) Notwithstanding Article 9.01 b) seniority for Part-Time employees will not apply for the choice of hours of work or days of work as per Article 16.01 d) and application of Article 16.04 c).
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- 9.01** (cont'd.)
- d) If two or more employees have the same seniority, the one having the lower employee number shall be deemed to have the higher seniority.
  - e) Notwithstanding the above, Students will 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.

**9.02** Any employee hired before December 31, 1997 and who was employed by Bell Canada between October 1, 1995 and December 31, 1997, shall retain their seniority accumulated with their former employer. This seniority shall be added to the seniority accumulated since their hiring date. However, this provision shall apply only to:

- Choice of hours and days of work (in accordance with Article 16);
- Determine the right to and choice of vacations;
- In the case of transfers

**SENIORITY LIST BY TEAM TERRITORY**

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

The Union Steward shall receive a copy of said lists.

**NOTICE TO THE UNION**

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

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

**RETURN TO THE BARGAINING UNIT**

- 9.05**
- a) An employee, who takes a non-management job within the Company, but outside the bargaining unit, may return to 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 the agreement.
  - b) An employee accepting a management position may do so for a period of up to nine (9) months per calendar year, however this period may be extended for subsequent times with written agreement between the Company and the Local Union or Local Unions involved.
  - c) During this period the employee shall continue to pay dues and accumulate seniority within the bargaining unit.
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#### **RECALLING PART-TIME EMPLOYEES**

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

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

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

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

#### **ARTICLE 10 – MAJOR FORCE ADJUSTMENT**

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**10.01** Where any condition arises which reduces the workload in an entire Service Territory or multiple Service Territories, to the extent that, in the Company's opinion, force adjustment is warranted, the Company and the Union shall endeavor to reach an agreement as to whether a plan of part-timing, temporary transfer, layoffs, or a combination of the three shall be put into effect.

- 10.02** 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.

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- b) Should the Company declare a Major Force Adjustment to the extent that it is 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.

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

**FORCE ADJUSTMENT SENIORITY – FULL-TIME EMPLOYEES**

**10.04** Seniority is equal to the length of continuous service accumulated from the date of hiring for:

- Designating surplus employees;
- Bumping procedures;
- Layoffs;
- Recalls

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

- Designating surplus employees;
- Bumping procedures;
- Layoffs;
- Recalls

**10.05** Should the need to reduce the number of employees arise, the Company shall proceed in the following order:

- a) the Company shall cease employing all Students and Part-Time Employees within a Service Territory;
- b) the Full-Time employee having the least seniority within the Service Territory shall be designated as a surplus employee.

**BUMPING**

**10.06** a) The Full-Time employee who is designated as a surplus employee in their Service Territory may, in the following order:

- i) replace a Part-Time Employee in the Adjacent Service Territory, as set out in Appendix “D”;
- ii) bump the Full-Time employee having the least seniority in the Adjacent Service Territory, as set out in Appendix “D”;

- 
- iii) replace any other Part-Time Employee in the bargaining unit;
  - iv) be laid off;

- b) The surplus employee may choose to be laid off at any time during the process.
- c) Any full-time employee who replaces another employee as a result of the application of Article 10.06 a) will maintain their status. However, the employee's hourly rate will be frozen at their current step until the maximum hourly rate of their new job title exceeds their current hourly rate.

**10.07** The full-time employee who has been bumped in accordance with the provisions of Article 10.06 a) ii) may, in their turn, have recourse to the bumping provisions set out in Article 10.06.

**10.08** A full-time cable puller or full-time Logistics Attendant may only bump a technician with less seniority provided they meet the job requirements.

**10.09** In all cases, relocation costs shall be borne by the employee concerned.

**SENIORITY LIST**

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

**LAYOFF NOTICE (LESS THAN 13 WEEKS)**

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

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

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

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

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



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**AVAILABILITY OF HOURS OF WORK**

- 10.12** The Company shall give a laid-off Regular Full-Time employee the possibility of working all available hours within their 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 Full-Time employee will maintain their status, rate of pay and all other rights under the Collective Agreement they had at the time of their layoff.

**RECALL PROCEDURE**

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

## **ARTICLE 11 – HEALTH AND SAFETY**

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- 11.01** Both parties recognize the need to ensure the safety and protection of the health of all employees. Within six (6) months of the signature of this Collective Agreement, the Company and the Union Health and Safety Representative will negotiate new Terms of Reference related to Health and Safety, Prevention and its administration. These Terms of Reference and any future Terms of Reference are subject to the grievance and arbitration process.
- 11.02** An employee may refuse to work if they deem such work may be dangerous to themselves or others.
- 11.03** The Company shall supply current or new employees, at its expense, with any equipment or safety clothing it requires them to use or wear.
- 11.04** There shall be local committees responsible for the health and safety at work of employees. These committees shall be composed, in equal numbers, of employees and Representatives from the Company. Health and Safety Committees are ruled in conformity with the applicable law.
- 11.05** Whenever an official investigation is held following a work accident, the Union Health and Safety Representative, or in their absence the trained local Union Steward, shall attend the investigation meeting and the hearing of witnesses. The Union will supply the Company with an updated list of Health and Safety trained Union Stewards.
- If the Health and Safety Representative for the Team is absent from the workplace at the time of an investigation, the replacement representative or health and safety trained steward will be selected by the local.
- The replacement shall preferably come from the same locality of the employee.
- 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**

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

**12.02** The Union Steward shall be present when disciplinary or non-disciplinary action, including verbal counselling, is issued. However, the employee may refuse to be accompanied by his Union Steward at the meeting preceding the handing out of the disciplinary or non-disciplinary action.

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

**12.03** The Company shall notify immediately, in writing, the employee and their Steward of the imposition of any disciplinary or non-disciplinary action taken against them and give the specific reasons for such action.

**12.04** All disciplinary and non-disciplinary actions above the level of verbal counselling shall form the disciplinary record of that employee and any action dating more than eighteen (18) months shall be removed from their disciplinary record.

**12.05** An employee is entitled to consult their disciplinary record on request. They may, in this instance, be accompanied by their Union Steward.

Where the employee grieves the imposition of discipline, a Union Steward may consult the disciplinary record of the employee.

**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.

**12.07** The term "Verbal Counselling" does not include the day-to-day discussions between the Operations Manager and the employee. Verbal counselling shall not be considered as discipline and shall not form part of the disciplinary record.

## **ARTICLE 13 – GRIEVANCES**

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### **DEFINITIONS**

#### **GRIEVANCES**

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

#### **GRIEVOR**

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

- 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. The Senior Manager Field Operations 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.

### **TIME LIMITS**

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

### **GENERAL**

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

### **USE OF TECHNOLOGY**

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

## **ARTICLE 14 – ARBITRATION**

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- 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 Senior Manager 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.

- 14.02** Where the parties fail to come to an agreement on the choice of an Arbitrator, either party may apply to the Federal Mediation Services to appoint an Arbitrator.
- 14.03** The decision of the Arbitrator is without appeal and shall be binding on the parties. The decision shall be governed by the provisions of this Agreement and the Arbitrator has no jurisdiction to modify, strike out or add to the Agreement.
- 14.04** Each party will pay one half of the fees and expenses of the Arbitrator.

**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 third (3rd) Step may be submitted for mediation at the Canadian Industrial Relations Board (CIRB) before being referred to arbitration.

In such case, time limits will be extended accordingly.

## ARTICLE 15 – REMUNERATION

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### WAGES

- 15.01** The hourly wage rates valid until May 7, 2022 are specified in the wage schedule set out in Appendix “A”.
- 15.02** The time interval between each step of the wage schedule and the progression from one step to the next is specified in Appendix “A”.
- 15.03** Subject to Article 1.02, the job titles of all employees are “Technician”, “Cable Puller” or “Logistics Attendant”.
- 15.04**
- a) The Product Promotion Program will be the one described in Appendix “F”.
  - b) The Company and the Union will jointly define the applicable rules of all new incentive compensation programs that could be introduced during the term of this Collective Agreement.

### PAY DAYS

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

## ARTICLE 16 – HOURS OF WORK

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- 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 their normal tour of duty spread over a two (2) week (80 hour) period, their rest days shall be consecutive to another rest day.
  - ii) It is understood that Sunday for an RFT-1 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 RFT-1 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 seven (7) days prior (DD-7);
    - For a Regular Part-Time employee working eight (8) hour shifts as per Article 16.04 (b), the company will schedule 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 pm) 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:

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 their 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) weekend 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
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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 Student's shift no later than seven o'clock (7:00 pm) the night before (DD-1).

## **ARTICLE 17 – OVERTIME**

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**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** 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 a eight (8) week schedule.

#### **Regular Part Time**

When an employee has worked more than two (2) hours of overtime in a week, the Company will not be able to assign an overtime shift during the week. 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.

The Company will not force an employee into working during the weekends off that have been scheduled as per Article 16.04 I).

**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 of 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 their 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 –  
STATUTORY HOLIDAYS**

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

**PAYMENT OF A PAID STATUTORY HOLIDAY**

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



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

- 18.06** 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 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 their 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 Full-Time 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 their 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 VACATIONS

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**19.01** The reference year for vacation purposes is from February 1<sup>st</sup> to January 31<sup>st</sup>.

**19.02** Vacation selection and the number of weeks to which an employee is entitled shall be made on a seniority basis, in accordance with Article 9, within a Team Territory, taking into consideration job requirements.

**19.03** Beginning December 1<sup>st</sup> 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 15<sup>th</sup> 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 1<sup>st</sup> of February is based on seniority accumulated from the preceding January 31<sup>st</sup> and are allocated as follows:

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

- A maximum of three (3) weeks vacation can be taken during the June 1<sup>st</sup> to August 31 time frame.
- Vacation entitlement after one (1) year of service is not pro-ratable.

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.

- 19.07**
- a) For employees, all vacation weeks shall be scheduled as per Article 19.03 and taken in the reference year.
  - b) For Part-Time Employees, from February 1<sup>st</sup> to May 31<sup>st</sup> and from October 15<sup>th</sup> to January 31<sup>st</sup>, inclusively, where availability is left in accordance to Article 19.06, the Company may schedule Part-Time Employees' vacation and/or TGP, up to the nineteen (19%) percent of Full-Time employees who are entitled vacation at the same time. Such Part-Time Employees shall for those dates, remit their vacation request according to Article 19.03 of the Collective Agreement.

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

- c) For Part-Time employees, unless there is an agreement between the employee and their Operations Manager, the employee will take their vacation on a five (5) consecutive day period. A vacation week is from a Sunday to a Saturday inclusively.

**19.08** Where a paid holiday falls during a vacation week, the employee shall be entitled to postpone their holiday, to be taken during the following twelve (12) months, at a time mutually agreed upon with their Operations Manager. Substitute holiday not taken by the end of the twelve (12) month period will be paid.

- 19.09** Where an employee is transferred after selecting their vacation, the employee may retain their choice.
- 19.10** Where an employee is taken ill or is the victim of an accident before leaving work on the last day of work preceding their vacation, and is unable to take their vacation, the Company must, if the employee so requests, reschedule their vacation at a later date at their convenience. The employee's vacation selection is subject to the provisions of Article 19.06.
- 19.11** Unless there is an agreement to the contrary between a Full-Time employee and their Operations Manager, vacations shall be taken in blocks of five (5) days, and shall include the weekend before and after.
- 19.12** For all employees, all unused vacation as of January 31<sup>st</sup> will be scheduled by the Company.

## **ARTICLE 20 – TRANSFERS/UPGRADES/VACANCY POSTINGS**

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### **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 (2) Common Localities 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 downgraded 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, on 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 their 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 the RFT-1, RFT-2 or RFT-3 classifications, 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 posting 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 the 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 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 Students, 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**

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- 21.01** Where the Company transfers an employee as per Article 20.03 and the employee spends the night out of town, the Company agrees that, provided availability, each employee should be accommodated with private sleeping quarters. On such occasions, expenses will be compensated by a daily allowance of fifty-five dollars (\$55.00) which covers all personal expenses incurred i.e. meals, telephone, laundry, etc. When the employee is away for a portion of the day (as per Article 20.03) meals will be reimbursed to a maximum of \$10.00 for breakfast, \$15.00 for lunch and \$25.00 for dinner.
- 21.02**
- a) When an employee travels more than one hundred (100) kilometers from their normal reporting center for a day, or part of a day, meals will be reimbursed to a maximum of ten dollars (\$10.00) for breakfast, fifteen dollars (\$15.00) for lunch and twenty-five dollars (\$25.00) for dinner.
  - b) When an employee travels or has been transferred more than one hundred (100) kilometers from their regular reporting center as per Article 20.03 b), travel time shall be considered as part of their work day and appropriate regular and overtime rates shall apply as per Articles 16 and 17.
  - 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 –**

### **SICKNESS ABSENCES AND BENEFITS**

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#### **ABSENCES DUE TO SICKNESS**

- 22.01** A Full-Time employee who is absent due to sickness without being hospitalized shall be paid by the Company in the following manner:
- i. 66.67% of their basic pay for the first three (3) scheduled working days of their absence;
  - ii. 80% of their basic pay for the remaining scheduled working days or until their absence reaches seven (7) calendar days;
  - iii. On the 8th calendar day of absence, the Full-Time employee shall be paid in accordance with the Benefits Plan.

- 22.02** A Full-Time employee who is absent from work for part of their scheduled day because of sickness shall be paid as follows:
- i. if the employee has worked more than half their day, they shall be paid at their regular hourly rate for the full day.
  - ii. If the employee has worked less than half their day, they shall be paid at their regular hourly rate for their half day; and
  - iii. The employee shall be paid 66.67% of their regular hourly rate for the remainder of the day. This half day is considered as their first day of absence.

**BENEFITS**

- 22.03** All regular 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 26 weeks until the employee's departure date for maximum periods of 15 weeks at the time, in accordance with the terms of the benefit plan
  - The Long Term Disability Income Plan;
    - Employees who reach 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** Regular employees with more than one (1) year of service may make a voluntary contribution, of up to 2.5% of their base salary, into the Company group RRSP, which 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 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 2.5% contribution from the employee, the Company will contribute 4% of employee's annual base earnings.

- 22.05** The Company shall maintain for the duration of the Collective Agreement, all Benefit Plans offered to the 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%) employer and forty percent (40%) employee contribution.
- 22.06** For the duration of the Collective Agreement, the Plans determined in Article 22.03 shall not be modified without the consent of the Union.
- 22.07** Notwithstanding Articles 22.03 and 22.04, if laws or regulations should have an effect on one of the Plans, the Company shall adjust the Plan according to the law or regulation. However, such adjustments shall not reduce the overall level of benefits.

- 22.08** A copy of the benefits booklet shall be given to each insured employee.
- 22.09** 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.

## **ARTICLE 23 – TOOLS**

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

## **ARTICLE 24 – COLLECTIVE AGREEMENT**

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

## **ARTICLE 25 – BULLETIN BOARDS**

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

## **ARTICLE 26 – JURY OR WITNESS DUTY**

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- 26.01** An employee who has been exempted from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena shall be granted pay at their basic hourly rate. However employees shall provide a copy of the subpoena or their summons to their manager.
- 26.02** An employee shall report for regular duties when temporarily or finally excused from such duties before the Court.



- 26.03** Where, before leaving work on the day preceding their vacation, an employee is called upon in proper and due form to attend jury duty and the time stipulated for attendance at Court falls within the time schedule for the employee's vacation, the Company shall, if the employee so requests, reschedule their vacation at a date that is mutually agreed upon by the employee and their Operations Manager. The employee's vacation selection is subject to the provisions of Article 19.06.

## **ARTICLE 27 – BEREAVEMENT LEAVE**

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- 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) paid 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 kilometers (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 28 – MATERNITY AND PARENTAL LEAVE**

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

## **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 – BARGAINING PROCEDURE**

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- 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 meetings. 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**

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- 31.01** This Agreement becomes effective on the date of its signature except as otherwise provided and shall remain valid until May 7, 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, ON, 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.


## **ARTICLE 32 – COMPANY POLICIES**

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


IN WITNESS WHEREOF, the parties have signed the present Agreement through their duly authorized bargaining agents, this May 29, 2018.

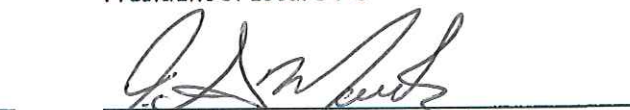
  
\_\_\_\_\_  
Lill Breiteneder  
Director, Field Operations

  
\_\_\_\_\_  
Shawn Cowan  
President of Local 43

  
\_\_\_\_\_  
John Kearney  
Senior Manager, Field Operations


  
\_\_\_\_\_  
Jim Fling  
President of Local 34-O

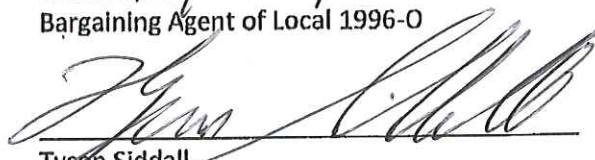
  
\_\_\_\_\_  
Mark Olmstead  
Director, Workforce Management,  
Logistics Delivery and Structured Cabling

  
\_\_\_\_\_  
Jeff Mark  
Vice President of Local 47

  
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Anne Couture  
Senior Manager, Human Resources

  
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Colum Lynn  
Bargaining Agent of Local 1996-O

  
\_\_\_\_\_  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
\_\_\_\_\_  
Tyson Siddall  
Unifor Telecommunications Director

**TECHNICIAN WAGE SCHEDULE****For “Technicians” with Regular Full-Time and Regular Part-Time status**

Step	FULL-TIME Interval between Steps (months)	REGULAR PART TIME Accumulate d service (hours)	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
1	Beginning		\$ 15,50	\$ 15,67	\$ 15,84	\$ 16,02
2	6	1040	\$ 16,38	\$ 16,56	\$ 16,74	\$ 16,92
3	6	1040	\$ 17,59	\$ 17,78	\$ 17,98	\$ 18,18
4	6	1040	\$ 18,60	\$ 18,81	\$ 19,01	\$ 19,22
5	6	1040	\$ 19,61	\$ 19,83	\$ 20,05	\$ 20,27
6	6	1040	\$ 20,62	\$ 20,85	\$ 21,08	\$ 21,31
7	6	1040	\$ 21,64	\$ 21,87	\$ 22,11	\$ 22,36
8	6	1040	\$ 22,65	\$ 22,90	\$ 23,15	\$ 23,40
9	6	1040	\$ 23,66	\$ 23,92	\$ 24,18	\$ 24,45
10	6	1040	\$ 24,67	\$ 24,94	\$ 25,21	\$ 25,49
11	6	1040	\$ 25,77	\$ 26,05	\$ 26,34	\$ 26,63
12	6	1040	\$ 26,69	\$ 26,98	\$ 27,28	\$ 27,58
13	6	1040	\$ 27,70	\$ 28,01	\$ 28,31	\$ 28,63
14	6	1040	\$ 28,61	\$ 28,93	\$ 29,24	\$ 29,57
15	6	1040	\$ 29,52	\$ 29,85	\$ 30,17	\$ 30,51
16	6	1040	\$ 30,24	\$ 30,99	\$ 31,77	\$ 31,77
17	6	1040				\$ 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 technician 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.

**LOGISTICS ATTENDANT AND CABLE PULLER WAGE SCHEDULE**  
**For “Logistics Attendants” and “Cable Pullers” with Regular Full-time or**  
**Regular Part-time status**

<b>Step</b>	<b>FULL-TIME Interval between Steps (months)</b>	<b>REGULAR PART TIME Accumulate d service (hours)</b>	<b>Hourly Rate as of May 6 2018</b>	<b>Hourly Rate as of May 6 2019</b>	<b>Hourly Rate as of May 6 2020</b>	<b>Hourly Rate as of May 6 2021</b>
1	Beginning		\$ 15,20	\$ 15,35	\$ 15,51	\$ -
2	6	1040	\$ 15,60	\$ 15,76	\$ 15,91	\$ 15,95
3	6	1040	\$ 16,00	\$ 16,16	\$ 16,32	\$ 16,48
4	6	1040	\$ 16,40	\$ 16,56	\$ 16,73	\$ 16,90
5	6	1040	\$ 16,80	\$ 16,97	\$ 17,14	\$ 17,31
6	6	1040	\$ 17,20	\$ 17,37	\$ 17,55	\$ 17,72
7	6	1040	\$ 17,60	\$ 17,78	\$ 17,95	\$ 18,13
8	6	1040	\$ 18,00	\$ 18,18	\$ 18,36	\$ 18,55
9	6	1040	\$ 18,48	\$ 18,69	\$ 18,87	\$ 19,06
10	6	1040	\$ 18,99	\$ 19,18	\$ 19,37	\$ 19,56
11	6	1040	\$ 19,49	\$ 19,69	\$ 19,88	\$ 20,08
12	6	1040	\$ 20,00	\$ 20,20	\$ 20,40	\$ 20,60
13	6	1040	\$ 20,50	\$ 20,71	\$ 20,92	\$ 21,12
14	6	1040	\$ 21,15	\$ 21,66	\$ 22,17	\$ 22,70
15	6	1040				\$ 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 Logistics Attendant or Cable Puller 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.

## APPENDIX “B”

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

## APPENDIX “C”

### SERVICE TERRITORIES

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

ADJACENT SERVICE TERRITORIES

	705N	705C	705S	705E	613N	613S	613E	905E	905C	905W	519N	519S	519W	416
705N		X			X									
705C	X		X	X	X									
705S		X		X				X	X		X			
705E		X	X		X	X		X						
613N	X	X	X	X		X	X							
613S				X	X		X	X						
613E					X	X								
905E			X	X		X			X		X			X
905C			X					X		X	X	X		X
905W									X		X	X		X
519N			X					X	X	X		X	X	
519S									X	X	X		X	
519W											X	X		
416								X	X	X				



**TRANSFER TERRITORIES (Article 20)**

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

**BELL PRODUCT PROMOTION PROGRAM**

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

- a) Current administration of this program will remain similar; however, all incentives will be reflected on employee’s pay, upon confirmation from the Sales Team.
- b) All monetary incentives will include the taxable portion of the remuneration.
- c) The Product Promotion Program will remain voluntary however; employees shall distribute all promotional material, authorized by the Company, at all residential visits or when deemed necessary. Sales volume related to product promotion will not be part of the employee evaluation.

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

# LETTERS OF AGREEMENTS

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No. 1	LABOUR RELATIONS COMMITTEE (LRC)
No. 2	JOINT SKILLS DEVELOPMENT COMMITTEE (JSDC)
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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	SOCIAL JUSTICE FUND (SJF)
No. 16	DRUG, ALCOHOL AND GAMBLING ADDICTION
No. 17	ADDITIONAL BENEFIT COVERAGE
No. 18	MENTAL HEALTH

# LETTER OF AGREEMENT NO. 1

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## AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

## AND

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

## AGREEMENT ON THE LABOUR RELATIONS COMMITTEE (LRC)

Whereas, the intent of the 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	Union
<ul style="list-style-type: none"><li>• Senior Manager – Labour Relations</li><li>• Two (2) Directors from Operations</li><li>• One (1) Senior Manager from Operations</li></ul>	<ul style="list-style-type: none"><li>• Bargaining Committee Members</li><li>• National Representative</li></ul>

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 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 29 day of May, 2018.

  
\_\_\_\_\_  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
\_\_\_\_\_  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 2

---

### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON JOINT SKILLS DEVELOPMENT COMMITTEE (JSDC)

Whereas, the intent of the 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	Union
<ul style="list-style-type: none"><li>• Senior Manager - Technical Training and Development</li><li>• Senior Manager - Workforce Management</li><li>• Senior Manager - Operations</li></ul>	<ul style="list-style-type: none"><li>• Health &amp; Safety (5.06)</li><li>• The Representatives of the Bargaining Committee</li></ul>

- 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

cont'd.../2

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 and mutually convenient.
5. The Labour Relations Committee (LRC) will conduct an annual review on the effectiveness of the committee.

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 3

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON SEASONAL LEAVE

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

#### 90/10 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 1<sup>st</sup> through September 30<sup>th</sup>, a 90/10 or 80/20 seasonal leave with income averaging will be offered to regular employees subject to mutual agreement between the Company and the 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 15<sup>th</sup> through May 15<sup>th</sup> 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 15<sup>th</sup> through May 15<sup>th</sup> 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.

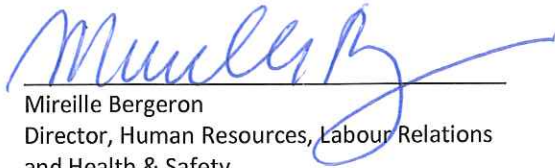
#### TGP Seasonal Leave

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 1<sup>st</sup> through April 30<sup>th</sup>.



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

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 4

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND


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

### AGREEMENT ON WORK BELONGING TO THE BARGAINING UNIT

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

1. All Operation Managers, either permanent or temporary, have many responsibilities and will not be used to replace Technicians, Cable Pullers and Logistics Attendants.
2. On the other hand, this principle should not prevent an Operations Manager from working with their team members to reinforce their training, get a better understanding of appropriate work methods or provide support.

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 5

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON TRAINING ACTIVITIES

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

- 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 articles 17.04 and 17.05.

This Agreement is signed, this 29 day of May, 2018.



Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety



Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 6

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON RESTRUCTURING OF TEAMS OR TEAM TERRITORIES

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

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

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

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 7

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON UPGRADE OF STATUS FOR ALL CATEGORIES OF EMPLOYEES

The 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 1<sup>st</sup> and October 1<sup>st</sup>, and the 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 Employee
  - 15% RFT-1
  - 15% RFT-2
  - 35% RFT-3
- ii. 35% of technicians as Regular 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 last 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 Cable Pullers as Regular Full-Time Employee
  - 15% RFT-1
  - 15% RFT-2
  - 35% RFT-3
- ii. 35% of Cable Pullers as Regular Part-Time Employees
  1. A Regular Part-Time 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 Cable Puller 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, but the percentages stated above are already met, 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.

#### **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 Employee
  - 15% RFT-1
  - 15% RFT-2
  - 35% RFT-3
- ii. 35% of Technicians as Regular Part-Time Employees
  1. A Technician who 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 maximum 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, but the percentages stated above are already met, 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 upgrade.

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director



## LETTER OF AGREEMENT NO. 8

---

### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON MISCELLANEOUS

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

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

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director



## LETTER OF AGREEMENT NO. 9

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON 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 choses 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	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
Cardigan	30 pts
Softshell	45 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 their tools and at the same time, their work clothing in order that the latter be destroyed to ensure the safety of the customers and their family.

This Agreement is signed, this 29 day of May, 2018.



Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety



Tyson Siddall  
Unifor Telecommunications Director

## **LETTER OF AGREEMENT NO. 10**

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### **AGREEMENT BETWEEN:**

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9


### **AND**

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

### **AGREEMENT ON JURISDICTION OF WORK**

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

This Agreement is signed, this 29 day of May, 2018.

  
\_\_\_\_\_  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
\_\_\_\_\_  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 11

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON VOLUNTARY PRE-RETIREMENT PROGRAM

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


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

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

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

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

This Agreement is signed, this 29 day of May, 2018.

  
\_\_\_\_\_  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
\_\_\_\_\_  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 12

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON REGIONAL LABOUR MANAGEMENT MEETINGS (RLM)

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

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


Therefore, the parties agree as follows:

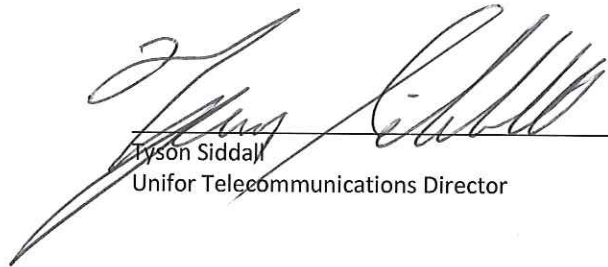
1. Convene Quarterly meetings at a Regional level
2. The mandate of the RLM will be :
  - a. to update the Local Union Representative on the business direction
    - i. recruitment
    - ii. productivity
    - iii. quality
    - iv. financial
    - v. other subjects of interest
  - b. to discuss implementation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

Company	Union
<ul style="list-style-type: none"><li>Regional Manager</li><li>Any additional guests / resources may be invited to attend as requested by the Regional Manager</li></ul>	<ul style="list-style-type: none"><li>One Representative by Local</li><li>National Representative or their representative may attend</li></ul>

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

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 13

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON 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:

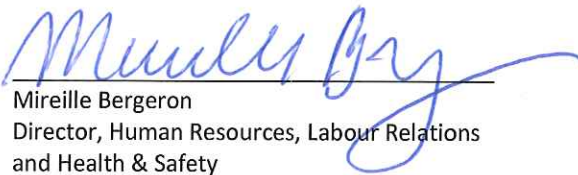
- From the effective date of the Collective Agreement the following principals will apply:
  - Cable Pullers
    - i. Improved salary grid for Cable Pullers as per Appendix “A” of the collective agreement
    - ii. A Cable Puller may not perform the duties of a technician that are above and beyond that 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.

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director



## LETTER OF AGREEMENT NO. 14

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON PAID EDUCATION LEAVE (PEL)

For the year of 2018 and 2019, the Company agrees to pay into a special fund an amount of two cents (\$.02) per hour for regular hours to provide for a Unifor Paid Education Leave (PEL) program.

For the year of 2020 and 2021 the amount shall be increased to three (\$.03) cents per hour.

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

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

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

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

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 15

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON UNIFOR SOCIAL JUSTICE FUND (SJF)

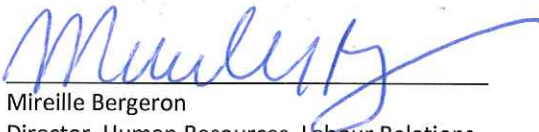
The Company shall pay on behalf of all employees in the bargaining unit, an amount equivalent to one cent (\$0.01) per regular hour worked for the purposes of the Social Justice Fund (SJF).

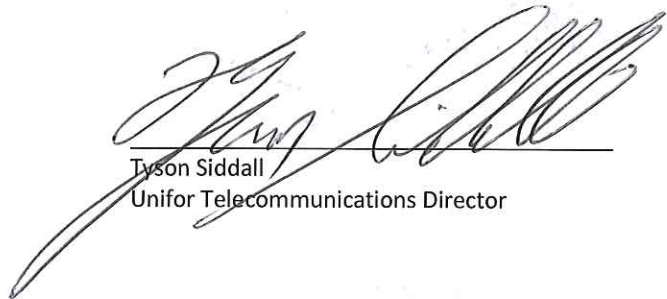
The Company agrees to forward contribution to:

Unifor Social Justice 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.

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 16

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND


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

### AGREEMENT ON 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.

This Agreement is signed, this 29 day of May, 2018.

  
Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 17

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON ADDITIONAL BENEFITS 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 \$3,000 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 7, 2022.

The Company agrees to increase optical care to \$100 per year or \$200 every two years.

This Agreement is signed, this 29 day of May, 2018.

  
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Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety

  
\_\_\_\_\_  
Tyson Siddall  
Unifor Telecommunications Director

## LETTER OF AGREEMENT NO. 18

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### AGREEMENT BETWEEN:

Unifor  
205, Placer Court  
Toronto, ON  
M2H 3H9

### AND

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

### AGREEMENT ON 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.

This Agreement is signed, this 29 day of May, 2018.



Mireille Bergeron  
Director, Human Resources, Labour Relations  
and Health & Safety



Tyson Siddall  
Unifor Telecommunications Director

## CONTACT LIST

CONTACT LIST		
Local Steward :	Office :	
	Pager :	
	Home :	
Operations Manager	Office :	
	Pager :	
	Home :	
INSURANCE		
<b>THE PERSONAL</b> <span style="float: right;">1.888.476.8737</span> (home and car insurance) <span style="float: right;">Everywhere in Canada</span>		
<b>INDUSTRIAL ALLIANCE:</b> <i>(Have in hand your policy and certificate numbers)</i>  <div style="display: flex; justify-content: space-between;"> <div>           Life insurance            Health care            Dental care             Short term disability            Long term disability         </div> <div> <u>Customer care center for BTS employees</u>   <a href="http://www.in.ca">http://www.in.ca</a> </div> <div>           1.877.422.6487         </div> </div>		
Emergency Out-of-Province Assistance <span style="float: right;">1.800.203.9024</span> Canada/U.S.A.		
* Have in hand your policy, certificate and Provincial Health care numbers before phoning Everywhere else in the World (call collect) <span style="float: right;">514.499.3747</span>		
RRSP / DPSP		
Industrial Alliance	Toll free	1.877.780.5933
EMPLOYEE SAVINGS PLAN		
Morneau Sobeco	Toll free	1.866.828.3539
EMPLOYEE ASSISTANCE PLAN		
Shepell-fgi	Toll free	Ontario: 1.800.387.4765 Quebec: 1.800.361.5676
OTHER CONTACTS		
Employee Services number		1.888.729.8626
Employee Services Fax number		1.855.570.2232
Human Resources central number		1.888.542.3977
Human Resources Fax number		905.542.1295