

COLLECTIVE AGREEMENT

BETWEEN

**UNIFOR**

AND

**BELL CANADA**

**COMMUNICATIONS SALES EMPLOYEES**



**EFFECTIVE JANUARY 1, 2014**



## TABLE OF CONTENTS

<b>Article</b>		<b>Page</b>
1	Employment Equity	2
2	Definitions	3
3	Wage Administration	5
4	Seniority	8
5	Hours of Work	9
6	Holidays and Day Off With Pay	11
7	Vacations	16
8	Transfers	23
9	Sickness Absence	23
10	Leaves	25
11	Living and Transportation Expenses	29
12	Discipline	30
13	Problem Resolution and Grievances	30
14	Arbitration	34
15	Cost of Living Allowance	37

## TABLE OF CONTENTS (Cont'd)

<b>Article</b>		<b>Page</b>
16	Employee Information	38
17	Validity of Agreement	38
18	Application	38
19	Deduction of Regular Dues	39
20	Employee Representatives	40
21	Notification to the Union	40
22	Health and Safety	43
23	Time Allowance	45
24	Meetings	47
25	Bargaining Procedure	48
26	Expenses	48
27	Management Rights	49
28	Workforce Adjustment	49
29	Technological Change	50
30	Benefits	50
31	Duration	51
	Witness Clause	52

## TABLE OF CONTENTS (Cont'd)

<b>Appendix</b>		<b>Page</b>
A	List of Occupations	53
B	List of Localities	54
C	Wage Schedules	55

  

<b>Memoranda of Agreement</b>		<b>Page</b>
-	Lump Sum Treatment for Employees on a Frozen Rate of Pay - Sales Associate - Sales Representative	69
-	Lump Sum Treatment for Employees on a Frozen Rate of Pay - Inside Sales Representative - Account Executive - Solutions Sales Executive	71
-	Treatment of Employees on a Frozen Rate of Pay	73
-	Wage Protection Inside Sales Representative	75
-	Workforce Adjustment	77

## ALPHABETICAL INDEX

	<b>Page</b>
Absence Due to Family or Personal Emergencies	86
Absence Due to Sickness or Quarantine	23
Adoption Leave	25
Appendix	.
- A List of Occupations	53
- B List of Localities	54
- C Wage Schedules	55
Application	38
Arbitration	34
- Expedited Arbitration	36
Assignment of Tours of Duty	10
Bargaining Procedure	48
Basic Rates of Pay	5
Benefits	50
Bereavement Leave	25
Child Care Responsibilities – Leave for	25
Collective Agreement	1
Cost of Living Allowance	37
Day Off with Pay	11, 15
Deduction of Regular Dues	39
Definitions	3
Direct Marketing Bonus Plan	89
Discipline	30, 41

## ALPHABETICAL INDEX (Cont'd)

	<b>Page</b>
Discrimination	2
Distribution Channels	97
Duration of Agreement	51
Employee – Definition	3
Employee Information	38
Employee Representatives	40
Employment Equity	2, 122
- Discrimination	2
- Workforce Diversity	2
Ergonomic Guidelines	100
Expenses	48
- Arbitration	35
- Attending Meetings or Proceedings	48
- Living and Transportation	29
Full-time Employee	
- Definition	4
- Hours of Work	9
Grievances (See Problem Resolution and Grievances)	30
Half Tour of Duty – Definition	5
Headquarters – Definition	5
Health and Safety	43
- Committees	43
- Visual Display Terminal (VDT)	44

## ALPHABETICAL INDEX (Cont'd)

	<b>Page</b>
Holidays and Day Off With Pay	11
- Day Off With Pay	15
- During Vacation	18
- Holidays	11
- Pay for Holiday not Worked	14
- Pay for Work on a Holiday	13
Hours of Work	9
- Assignment of Tours of Duty	10
- Full-time Employees	9
- Overtime	9
- Part-time Employees	9
Leaves	25
- Adoption Leave	25
- Bereavement Leave	25
- Child Care Responsibilities	25
- Personal Days Off Paid	27
- Personal Time Off – Direct Marketing Centres	27
Letters of Intent – Alphabetical Index	85
- Absence due to Family or Personal Emergencies	86
- Direct Marketing Bonus Plan	89
- Distribution Channels	97
- Ergonomic Guidelines	100

## ALPHABETICAL INDEX (Cont'd)

	<b>Page</b>
- Face to Face – Sales Bonus Plan	102
- Joint Labour Relations Committee	111
- Regular Term Status	114
- Review Process for Disability Cases	116
- Sales Skills, Competencies and Career Mobility Training	119
- Workforce Diversity and Employment Equity	122
- Workload Management	125
Living and Transportation Expenses	29
Localities – List of	54
Lump Sum Treatment for Employees on a Frozen Rate of Pay - Sales Associate - Sales Representative	69
Lump Sum Treatment for Employees on a Frozen Rate of Pay - Inside Sales Representative - Account Executive - Solutions Sales Executive	71
Management Rights	49
Meetings	47
- Bargaining Representatives	47
- Expenses Incurred	48
- Problem Resolution and Grievances	30
- Security Interviews	42
- Time Allowance	45



## ALPHABETICAL INDEX (cont'd)

	<b>Page</b>
Memoranda of Agreement	
- Lump Sum Treatment for Employees on a Frozen Rate of Pay - Sales Associate - Sales Representative	69
- Lump Sum Treatment for Employees on a Frozen Rate of Pay - Inside Sales Representative - Account Executive - Solutions Sales Executive	71
- Treatment of Employees on a Frozen Rate of Pay	73
- Wage Protection	75
- Workforce Adjustment	77
Notification to Unifor Representative	40, 78
Notification to Company	40
Notification to the Union	5, 40, 78
- Security Interviews	42
Occupations – List of	53
Occasional Employee – Definition	4
Overtime	9
Part-time Employee	
- Basic Rates of Pay	6
- Day Off With Pay	15
- Definition	4
- Hours of Work	9
- Pay for Holiday	13

## ALPHABETICAL INDEX (cont'd)

	<b>Page</b>
Pay Days	7
Pay for Holiday not Worked	14
Pay for Work on a Holiday	13
Pay in Lieu of Vacation	21
Personal Days Off Paid	27
Personal Time Off – Direct Marketing Centres	27
- Paid	27
- Unpaid	27, 28
Pregnant Employees, VDT	44
Probationary Employee	
- Definition	4
- Termination	30
Problem Resolution and Grievances	30
- Individual and Group Grievances	31
- Policy Grievances	33
- Problem Resolution	30
- Time Limits	33
Promotional Pay Treatment	8
Regular Employee – Definition	3
Regular Term Employee - Definition	4
Regular Term Status	114

## ALPHABETICAL INDEX (cont'd)

	<b>Page</b>
Representative(s)	
- Change in Status of	40
- Definition	5
- Notification to	40, 78
- Notification to Company	40
- Number of	40
Review Process for Disability Cases	116
Sales Bonus Plan – Face to Face	102
Sales Skills, Competencies and Career Mobility Training	119
Security Interviews	42
Seniority	8
Sickness Absence	23
Supplemental Pregnancy Allowance	25
Technological Change	50
Temporary Employee - Definition	4
Temporary Work Assignments	8
Time Allowance	45
Tour of Duty – Definition	5
Transfers	23, 79
Treatment of Employees on a Frozen Rate of Pay	73

## ALPHABETICAL INDEX (cont'd)

	<b>Page</b>
Vacations	16
- Entitlement	
- Year of Engagement or Re-Engagement	16
- Subsequent Years	16
- Holiday During	18
- Less than a Full Year	17
- Pay	19
- Pay in Lieu of	21
- Period	19
- Schedules	19
- Sickness or Accident Prior to	19
Validity of Agreement	38
Visual Display Terminal (VDT)	44
Wage Administration	
- Basic Rates of Pay	5
- Pay Days	7
- Promotional Pay Treatment	8
- Temporary Work Assignments	8
- Wage Increases	6
- Effective Day	7
- Interval from One(1) Step to the Next	6

**ALPHABETICAL INDEX (cont'd)**

	<b>Page</b>
Wage Protection	75
Wage Schedules	55
Witness Clause	52
Workforce Adjustment	49, 77
Workforce Diversity and Employment Equity	2, 122
Workload Management	125

**COLLECTIVE AGREEMENT**

THIS AGREEMENT is made in duplicate this 20<sup>th</sup> day of  
February 2014

BETWEEN:

UNIFOR, the duly certified bargaining agent, hereinafter  
referred to as the "Union",

OF THE FIRST PART:

- and -

BELL CANADA, hereinafter called the "Company",

OF THE SECOND PART.

**ARTICLE 1**  
**EMPLOYMENT EQUITY**

**Workforce Diversity**

**1.01** (a) The Company and the Union recognize the importance of achieving equity in the workplace so that all employees are treated fairly and are provided the opportunity to achieve their full potential.

(b) This means that women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada may require the implementation of special measures and the accommodation of differences to overcome unintentional discrimination. In a similar vein, the Company and the Union recognize the need for greater awareness and acceptance of the diversity of our workforce.

**Discrimination**

**1.02** 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, race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation with a legitimate political party, conviction for which a pardon has been granted or for exercising any rights under this Collective Agreement. Furthermore, the Company and the Union are committed to working together to ensure a workplace which is free from all harassment.

**1.03** The Company will not discriminate against an employee because of membership in the Union or activity authorized herein on behalf of the Union.

**1.04** Use in this Agreement of the masculine or feminine gender shall be construed as including both male and female employees, and not as specific sex designations.

**ARTICLE 2**  
**DEFINITIONS**

**2.01** For purposes of this Agreement,

(a) "Employee" means a person employed by Bell Canada to do work in any of the occupations listed in Appendix A, but does not include a person who:

- (1) is employed in a confidential capacity in matters relating to labour relations, or
- (2) employed as an occasional employee, or
- (3) exercises management functions ("leader").

(b) "Regular Employee" means an employee whose employment is reasonably expected to continue for longer than one (1) year, although such employment may be terminated earlier by action on the part of the



Company or the employee.

(c) "Regular Term Employee" means an employee engaged for a specific project or a limited period which is expected to continue for more than twelve months but may terminate upon completion of the project or at the end of the period. This employment status is no longer applicable effective January 1<sup>st</sup>, 2014.

(d) "Temporary Employee" means an employee who is engaged on the understanding that the period of employment is not expected to exceed two (2) years. A Temporary employee, upon accumulating 24 months of continuous service shall be offered a Regular Part-Time position and, upon his acceptance, be reclassified, to a Regular Part-Time status, in his current job and at his current work location. Should the employee refuse this offer, his employment shall be terminated.

(e) "Full-time Employee" means an employee who is normally required to work the basic hours of work.

(f) "Part-time Employee" means an employee who is normally required to work less than the basic hours of work.

(g) "Occasional Employee" means an employee who is engaged on the understanding that the period of employment will not exceed 45 days in a calendar year.

(h) "Probationary Employee" means an employee who has worked less than 130 days or who has

less than 12 months of net credited service. As soon as one (1) of these two (2) terms is completed, the employee will no longer be considered a probationary employee.

(i) "Tour of Duty" means the number of basic hours of work which an employee is scheduled for the day.

(j) "Half Tour of Duty" means one-half (1/2) the duration of a tour of duty.

(k) "Representative" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Union to the Company.

(l) "Headquarters" means a locality listed in Appendix B in which the employee is assigned a reporting location for the days when office presence is required.

### **ARTICLE 3** **WAGE ADMINISTRATION**

#### **Basic Rates of Pay**

**3.01** (a) The basic rates of pay for the occupations covered by this Agreement are set forth in Appendix C.

(b) Where a new occupation is added to the unit, the basic rate of pay and wage schedule applicable to that occupation shall be determined by the Company. The Union shall be notified by the Company of the basic rate of pay

and new or amended wage schedule applicable to that occupation.

**3.02** The basic rates of pay for employees who work less than the basic hours per week shall not be less than the pro rata proportion of the basic rates of pay hereby established.

### **Wage Increases**

**3.03** The time interval from one (1) step to the next on the wage schedules shall be six (6) months for the Direct Marketing Associate - Consumer Market, the Direct Marketing Associate - Loyalty Resolution Representative, the Direct Marketing Associate - Business Market, the Team Coordinator - Consumer Market, the Team Coordinator - Business Market. The time interval from one (1) step to the next on the wage schedules shall be twelve (12) months for the Sales Associate, the Sales Representative, the Internal Sales Representative and the Account Executive.

**3.04** The time interval shall begin, for an employee who is engaged or re-engaged:

(a) between the first and fifteenth day of a month inclusive - on the first day of that month;

(b) on or after the sixteenth day of a month - on the first day of the following month.

**3.05** Wage increases shall be granted on the basis of satisfactory performance as determined by the Company, and may be granted at intervals specified in the wage

schedules in Appendix C, or may be deferred for a period determined by the Company.

**3.06** Where an employee's wage increase is deferred, or his basic rate of pay is reduced, he shall be informed of the reasons for such action.

**3.07** Increases or decreases in the basic rates of pay shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.

**3.08** The effective day for an increase shall be the first day of the biweekly pay period closest to the first day of the month.

**3.09** A newly hired or transferred employee who has had previous sales experience, relevant training or educational background, may be paid by the Company at a higher rate than those called for by the wage schedule where, in the Company's judgment, such rates are appropriate.

#### **Pay Days**

**3.10** An employee shall be paid through direct deposit every alternate Friday an amount including his basic rate of pay, pay for overtime worked and other additions in pay for the two-week (2) period ending the Saturday previous to the pay day. Pay will be adjusted for unpaid absences which occurred during such earlier two-week (2) period.

### **Promotional Pay Treatment**

**3.11** On promotion from one (1) occupation to another, an employee's pay treatment shall be in accordance with applicable Company practices. The employee shall receive a promotional pay treatment of at least 5%.

### **Temporary Work Assignments**

**3.12** Where an employee is temporarily assigned to a higher rated occupation for a period in excess of one (1) week, and where he is required to assume all the responsibilities of the higher rated occupation, pay treatment for the period of such temporary assignment shall be in accordance with Section 3.11.

## **ARTICLE 4 SENIORITY**

**4.01** The Company recognizes its responsibility to an employee who has a long service record and agrees to give consideration to the length of service of an employee in matters affecting him, to the extent that in its judgement circumstances will permit, having due regard to Company operations.

**4.02** Seniority, for the purposes of this Agreement, shall be determined by the net credited service as shown on the Company records.

**ARTICLE 5**  
**HOURS OF WORK**

**Full-time Employees**

**5.01** The basic hours of work per day for a Full-time employee shall be seven and one-half (7 1/2) hours, except where the work week is spread over six (6) days in accordance with Section 5.02.

**5.02** The basic hours of work per week for a Full-time employee shall be 37 1/2 hours on the basis of a five (5) day week. However, the Company reserves the right to spread the basic hours of work over six (6) days when and where it considers necessary.

**Part-time Employees**

**5.03** The hours of work for employees who are required to work less than the basic hours shall be determined by the Company.

**Overtime**

**5.04** An employee who is required to work one-half (1/2) hour or more in excess of the basic hours for the day, or for the week, shall receive payment at the employee's hourly rate multiplied by one and one-half (1 1/2) times the excess hours worked.

**5.05** (Effective June 1<sup>st</sup>, 2014) Where the Company agrees to compensate an employee for overtime hours worked by

permitting the employee time off from her scheduled hours of work, such time off shall be banked on the basis of one and one-half (1½) hours for each hour of overtime worked. When taken, such time off shall be paid at the employee's basic rate of pay. Any such compensating time off shall be subject to the limits and conditions determined by the Company.

#### **Assignment of Tours of Duty**

**5.06** Each employee shall be assigned to his tours of duty by the Company, giving due consideration to business requirements as defined by Company practices and the employee's seniority within the work group as defined by the Company.

**ARTICLE 6**  
HOLIDAYS AND DAY OFF WITH PAY

**Holidays**

**6.01** The following shall be recognized as Company holidays:

New Year's Day	Civic Holiday
Good Friday	(Ontario only)
Easter Monday	Labour Day
Victoria Day	Thanksgiving Day
National Holiday	Christmas Day
(June 24th -	Boxing Day
Québec only)	(Dec. 26th)
Canada Day	
(July 1st)	

**6.02** National Holiday (Québec only) and Civic Holiday (Ontario only) are substituted respectively for Remembrance Day.

**6.03** To meet general custom in a particular community, another holiday may be substituted for any of the recognized Company holidays listed above.

**6.04** Where a Company holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.



**6.05** Where a Company holiday falls on a day Monday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.

**6.06** Where a Company holiday falls on a Saturday, the Company shall either include it in the weekly schedule of an employee or shall grant another day off with pay, computed in accordance with the provisions of Section 6.11, outside the period of the annual vacation at a time determined by the Company.

**6.07** Notwithstanding the provisions of Sections 6.05 and 6.06, the observance of the Boxing Day holiday shall be in accordance with the following:

(a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.

(b) Where Boxing Day falls on a day Tuesday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.

(c) Where Boxing Day falls on a Saturday, an employee, unless the Saturday has been included in his weekly schedule, shall be granted the day off with pay on the Monday immediately following.

**Pay for Work on a Holiday**

**6.08** (a) Where a Full-time employee is required to work on a Company holiday which is included in his scheduled work week, he:

(i) shall be paid at his basic rate of pay for that day;

or

(ii) may be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works his basic hours for the day.

(b) In addition, he shall be paid time and one-half (1 1/2) for the time worked between midnight of the day preceding and midnight of the holiday.

**6.09** (a) Where a Part-time employee is required to work on a Company holiday which is included in his scheduled work week, he shall be paid the greater of:

(i) 10% of his basic rate of pay earned for the pay period immediately preceding the holiday;

or

- (ii) 5% of his basic rate of pay earned for the two (2) pay periods immediately preceding the holiday.

(b) In addition, he shall be paid in accordance with Subsection 6.08 (b).

**6.10** Where an employee is required to work on a Saturday holiday as a day outside his scheduled work week, he shall be paid on an overtime basis for the time worked and shall be granted another day off with pay as provided in Section 6.06.

**Pay for Holiday not Worked**

**6.11** Where an employee is not required to work on a Company holiday which is included in his scheduled work week, he shall be granted the day off with pay, at his basic rate of pay for that day, or if a Part-time employee, the greater of:

(a) 10% of his basic rate of pay earned for the pay period immediately preceding the holiday;

or

(b) 5% of his basic rate of pay earned for the two (2) pay periods immediately preceding the holiday.

### **Day Off With Pay**

**6.12** In addition to the holidays stipulated in Section 6.01, each employee in the employ of the Company on December 1st shall be granted a day off with pay, on a day determined by the Company, at his basic rate of pay for that day, or if a Part-time employee, the greater of:

(a) 10% of his basic rate of pay earned for the pay period immediately preceding the day off with pay;

or

(b) 5% of his basic rate of pay earned for the two (2) pay periods immediately preceding the day off with pay.

**6.13** The day off with pay shall be granted during the period from December 1st to the 15th of January of the following year.

**6.14** Where an employee cannot be granted a day off in that period, he shall be paid one (1) additional day's pay, at his basic rate of pay, or if a Part-time employee, the greater of:

(a) 10% of his basic rate of pay earned for the pay period immediately preceding the day off with pay;

or

(b) 5% of his basic rate of pay earned for the two (2) pay periods immediately preceding the day off with pay.

**ARTICLE 7**  
**VACATIONS**

**NOTE:**

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

**Entitlement in Year of Engagement or Re-Engagement**

**7.01** An employee, in the year he is engaged or re-engaged, shall be entitled to one (1) day of vacation with pay for each month of service completed in that calendar year, up to a limit of ten (10) days of vacation with pay.

For purposes of this Section:

(a) For an employee engaged or re-engaged on or before the fifteenth day of the month, service shall be counted from the first day of that month.

(b) For an employee engaged or re-engaged on or after the sixteenth day of the month, service shall be counted from the first day of the month following.

**Entitlement in Subsequent Years**

**7.02** An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled

to a vacation with pay in accordance with the table below, in the year in which he is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

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

**7.03** In this Article, where a calendar week falls in two (2) months, such calendar week shall be considered to be in the month in which the Wednesday of that week falls. This interpretation shall apply in determining the end of April for scheduling under the provisions of Section 7.04, or rescheduling under the provisions of Section 7.10.

**7.04** All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

**7.05** Notwithstanding the provisions of Section 7.02, an employee who accumulates less than a full year of net

credited service in a calendar year shall be entitled to a vacation with pay for that calendar year as indicated in the following table:

Full Vacation Entitlement based on Employee's Net Credited Service	3 Weeks	4 Weeks	5 Weeks	6 Weeks
Number of Day's Vacation Entitlement for each month during which an employee accumulates 15 or more days of Net Credited Service	1.5 Days per month	2 Days per month	2.5 Days per month	3 Days per month
Maximum Days Vacation for the Year	15 Days	20 Days	25 Days	30 Days

**7.06** Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Company.

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

**7.08** An employee shall not normally have the right to carry forward all or part of his vacation from one (1) vacation period to another, or to take vacation entitlement applicable to two (2) calendar years consecutively.

**7.09** "Vacation Period" for the purposes of this Article shall mean the period of January 1st of one (1) year to the end of April of the following year.

**7.10** Where an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the vacation, and is prevented from taking the vacation, the Company may reschedule the vacation at a later date in the calendar year for which the vacation is given or by the end of April of the following year.

**7.11** An employee shall be paid during vacation at his basic rate of pay determined in accordance with Company practice; but



(a) in the year he is engaged or re-engaged, vacation pay shall not be less than 4% of his total earnings in the entire period of current service in the calendar year for which the vacation is given;

(b) in the years subsequent to his year of engagement or re-engagement, vacation pay shall not be less than 2% of his basic pay in the calendar year for which the vacation is given, for each week of vacation

and in addition,

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

or

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

**7.12** An employee entitled to four (4) weeks or more of vacation, may request that he be granted pay for any or all weeks of entitlement in excess of three (3) weeks, in lieu of actually taking such vacation. Granting such a request will be at the Company's discretion.

**Pay in Lieu of Vacation**

**7.13** Where an employee resigns, is laid off, is dismissed or has completed his work, he shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner set forth in Sections 7.14 to 7.16 inclusive.

**7.14** An employee, with less than one (1) year's net credited service or in the year he is engaged or re-engaged, shall be granted 4% of his total earnings in the entire period of current service, reduced by the amount of the pay applicable to any part of vacation taken by the employee during the same period of service.

**7.15** An employee, with one (1) or more years of net credited service in the years subsequent to his year of engagement or re-engagement, shall be granted pay in lieu of vacation in accordance with the following:

Vacation Entitlement Based on Employee's Net Credited <u>Service</u>	Pay in Lieu of Vacation Based on Total Basic Pay for the Year to which the <u>Vacation Applies</u>
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

and in addition,

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

or

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

**7.16** The amount of pay in lieu of vacation to be granted in accordance with Section 7.15 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before he left the Company's service.

**ARTICLE 8**  
**TRANSFERS**

**8.01** All employees are eligible for transfer consideration in accordance with applicable Company practices currently in force, or as amended from time to time following consultation with the Union. The Company intends to fill job vacancies with qualified Company employees, whenever possible. For an assignment required for 3 months and more, the District shall inform all its employees electronically that an assignment is available.

**ARTICLE 9**  
**SICKNESS ABSENCE**

**Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence**

**9.01** Except as otherwise provided in Section 9.02 and subject to the Company's practices, as established from time to time, the Company agrees to grant the basic rate of pay to employees absent due to their sickness or quarantine, for a continuous absence prior to the eighth full calendar day of such absence.

**9.02** An employee working in a Direct Marketing Associate, a Direct Marketing Associate - Loyalty Resolution or a Team Coordinator occupation who is absent on account of sickness or quarantine, shall be paid for continuous absence prior to the eighth full calendar day of such absence, as follows:

(a) A Direct Marketing Associate, a Direct Marketing Associate – Loyalty Resolution or a Team Coordinator with less than six (6) months of net credited service shall not be paid for absence prior to the eighth full calendar day.

(b) A Direct Marketing Associate, a Direct Marketing Associate – Loyalty Resolution or a Team Coordinator with six (6) months but less than two (2) years of net credited service shall be paid for that part of the absence in excess of four (4) consecutive half tours of duty.

(c) A Direct Marketing Associate, a Direct Marketing Associate – Loyalty Resolution or a Team Coordinator with two (2) but less than four (4) years of net credited service shall be paid for that part of the absence in excess of two (2) consecutive half tours of duty.

(d) In the determination of pay treatment in Subsections 9.02 (b) and (c), a return to work not exceeding two (2) half tours of duty shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of duty of absence. However, for purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence.

(e) A Direct Marketing Associate, a Direct Marketing Associate – Loyalty Resolution or a Team Coordinator with four (4) or more years of net credited service shall be paid for the full absence.

**9.03** An employee is not entitled to any pay provided under this Article for any day in which he is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

## **ARTICLE 10 LEAVES**

### **Leave for Child Care Responsibilities**

**10.01** An employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted child care or adoption leave, without pay, under the conditions of eligibility set forth in the applicable Company practices currently in effect, or as amended from time to time following consultation with the Union.

**10.02** In addition, a Regular employee who has completed six (6) consecutive months of continuous employment with the Company and who meets the conditions of eligibility contained in the applicable Company practices, shall receive an allowance under the Supplemental Allowance Plan in accordance with these same practices.

### **Bereavement Leave**

**10.03** An employee shall be granted, in the event of the death of his spouse, common-law partner, or child, bereavement leave of up to five (5) days with pay from his scheduled tours of duty that occur during the five (5) days

immediately following the day of death. The term common-law partner includes same-sex partner.

**10.04** An employee shall be granted bereavement leave of up to three (3) days with pay from his scheduled tours of duty that occur during the five (5) days immediately following the day of death, in the event of the death of:

- his father, his mother, the spouse or common-law partner of his father or mother;
- his brother, his sister;
- the father or mother of his spouse or common-law partner or the spouse or common-law partner of the father or mother;
- a dependant or other relative residing in the same permanent residence as does the employee;
- the child of his spouse or common-law partner;
- the son in-law or daughter in-law or the son in-law or daughter in-law of his spouse or common-law partner.

**10.05** The Company may extend the periods of bereavement leave provided for in Sections 10.03 and 10.04 to a maximum of five (5) days with pay from his scheduled tours of duty that occur during the seven (7) days immediately following the day of death, when it is necessary for the employee to leave the city in which he is employed.

**10.06** An employee shall be granted, in the event of the death of his grandparent or grandchild, bereavement leave of up to three (3) days with pay from his scheduled tours of duty that occur during the five (5) days immediately following the day of death.

**Personal Days Off Paid**

**10.07** Regular Full-time employee working in the Sales Associate, Sales Representative, Account Executive or Inside Sales Representative position will be entitled to five (5) Personal Days Off per calendar year, at his basic rate of pay for the day. Four (4) of these days will be scheduled on the basis of one (1) per quarter, and one (1) day will be scheduled over the course of the calendar year. In order to obtain his Personal Day Off for the following quarter, the employee must be on the payroll on the last day of the current quarter.

**Personal Time Off - Direct Marketing Centres**

**10.08** Personal Unpaid Days

Each employee holding a Direct Marketing Associate or Direct Marketing Associate – Loyalty Resolution Representative or Team Coordinator occupation with one (1) year of completed net credited service shall be granted up to four (4) personal unpaid days off. It is agreed that these personal unpaid days off will be scheduled and taken during the period January 1<sup>st</sup> through December 31<sup>st</sup>. It is understood that once an employee has completed one



(1) year of net credited service, the personal unpaid days will be pro-rated and scheduled subject to business needs.

The time off shall be granted subject to the following:

- The Company will prepare a schedule to reflect the above period outlined in Section 10.08
- The four (4) personal unpaid days described above can only be taken in half (1/2) tours of duty or full tours of duty, subject to service requirements;

**10.09** Two (2) of these personal unpaid days referred to in Section 10.08 may be used from January 1<sup>st</sup> through December 31<sup>st</sup> inclusively, as required, for personal emergencies.

**10.10** Unused personal unpaid days will not be carried over from one year to the next.

**10.11** An employee may choose not to avail themselves in the unpaid personal day schedule. Once the scheduling has been completed, if an employee decides to avail themselves, the employee's unpaid personal days will be pro-rated against the applicable time remaining in the year. The employee will select their unpaid personal days from the available days remaining on the schedule. Seniority rights will not apply.

**10.12** Each employee with 24 months of completed net credited service or more, may have one (1) of their personal

unpaid days as described in Section 10.08, converted to one (1) paid day off. Pay for this time off will be at the employee's basic rate of pay. The scheduling of this day will be subject to the terms and conditions of Section 10.08 in the following year.

**10.13** It is understood that Employees transferring within the bargaining unit must have all outstanding time owing pre-approved by the new business unit before accepting to transfer.

#### **ARTICLE 11**

##### **LIVING AND TRANSPORTATION EXPENSES**

**11.01** The Company shall pay the necessary transportation expenses incurred on the job. It is the Company's intention with respect to living and transportation expenses that an employee be reimbursed on the basis that there will be neither financial loss nor gain to the employee for reasonable expenses incurred on the job.

**11.02** When an employee is temporarily assigned to another headquarters, the Company shall pay approved living and transportation expenses to and from the locality in which he is required to work.

**11.03** When the Company initiates an employee transfer within the same locality, the employee, if eligible, shall be compensated as per Company practices.

**ARTICLE 12**  
**DISCIPLINE**

**12.01** No employee shall be given a written reprimand or a written warning, be suspended, dismissed or demoted for disciplinary reasons except for just cause.

**12.02** All disciplinary measures referred to in Section 12.01 shall be removed from an employee's record no later than two (2) years after they have been imposed.

**12.03** Notwithstanding Section 12.01, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable.

**ARTICLE 13**  
**PROBLEM RESOLUTION AND GRIEVANCES**

**Problem Resolution**

**13.01** The Company and the Union are committed to promptly resolving problems at the level closest to the employee concerned. To that end, the parties agree that the employee's Representative or a Representative designated by the Union and the leader of the employee should try to resolve the difference prior to a grievance being filed in accordance with relevant provisions of this Article. The employee concerned may attend this meeting, if he so desires. The information exchanged during the problem

resolution process shall be without prejudice to the positions of the parties in any grievance on the same matter.

### **Individual and Group Grievances**

**13.02** (a) Grievances of an individual employee or group of employees shall be handled by the Union at the request of the employee or employees, and shall be processed in accordance with Sections 13.03 and 13.04. Each grievance shall be presented to the Company within 42 calendar days from the occurrence on which such grievance is based.

(b) Where an employee has been discharged, a grievance may be presented directly in accordance with Section 13.04.

(c) All grievances shall be submitted in writing on a standard record of grievance form agreed to by the parties, and shall include:

- (i) the grievor's name and occupation;
- (ii) the date of the event giving rise to the grievance;
- (iii) the nature of the grievance;
- (iv) the remedy sought from the Company;
- (v) identification of the Article(s) allegedly violated.

### **Step 1**

**13.03** Where a grievance is handled by the Union at the employee's request, the employee's Representative or a Representative designated by the Union, shall attempt to settle the grievance with the Contribution Path 4 or 5 leader of the grievor or such leader's delegate. The grievor may attend the meeting, if he so desires. That leader shall have 14 calendar days following the presentation of the grievance in which to render a decision. The leader shall sign the grievance and enter the date a decision was rendered and also shall present the reasons for his decision in writing to the Union.

### **Step 2**

**13.04** (a) Where a grievance concerning the interpretation, administration, application or alleged violation of a provision of the Agreement has not been settled at Step 1, the grievance shall, if so desired by the Union, be discussed at a meeting of the Grievance Committee. Each party will designate its representatives on this Committee.

(b) Notice requesting a meeting of the Grievance Committee shall be given by the Union to the Director – Labour Relations or to his designate, within the 42 calendar days following disposition of the matter at Step 1. The Company members of the Grievance Committee shall have 28 calendar days following presentation of the grievance in which to render a written decision.

### **Policy Grievances**

**13.05** If the interests of the Union as a party to this Agreement are affected by the Company's interpretation, administration, application or alleged violation of any provision of this Agreement, the Union may file a grievance which shall be filed at Step 1 and signed on behalf of the Union by the Local President from that Local, and shall be identified as a Policy Grievance. If the matter grieved is of broader application than a district, the Union may file a grievance at Step 2. Such grievance shall be signed by an Officer of the Union and shall be identified as a Policy Grievance. Such grievances shall be processed in accordance with the relevant provisions of Sections 13.03 and 13.04.

**13.06** The Company may file a grievance at Step 2 of the grievance procedure. Such grievance shall be filed by the Director – Labour Relations, or by his designate. For purposes of Company grievances, the provisions of Section 13.04 will be read and construed with necessary changes.

### **Time Limits**

**13.07** Any grievance not presented or processed by the Union in conformity with the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or reopened.

**13.08** If the Company fails to respond or if the grievance is not settled within these time limits, the grievance may be processed immediately to the next step.

**13.09** Time limits may be extended only by mutual consent, in writing.

**General**

**13.10** The Company will not attempt to settle a grievance with the employee involved without prior notice to the Representative. Where, after such notice, an interview between the employee and management is to take place, the employee shall have the right to be accompanied by a Representative. No such grievance will be deemed to have been settled without the concurrence of the employee's Representative.

**ARTICLE 14**  
**ARBITRATION**

**14.01** Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Union and the Company, there shall be no stoppage of work and either party may, after exhausting the grievance procedure established by this Agreement, institute arbitration proceedings within 42 calendar days after the disposition of the matter by the Company in accordance with Section 13.04, but no later, in the manner set forth below, to have the difference in question determined. It is expressly agreed that the right to

arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

**14.02** In the event that it becomes necessary to submit any matters to arbitration, the parties will endeavour in each instance to agree upon and appoint a single arbitrator within seven (7) days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Canada, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

**14.03** The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions thereof, and in reaching his decision he shall be bound by the terms and provisions of this Agreement.

**14.04** The arbitrator shall, before the hearing, require the representatives of the parties to attend before him to define the question of interpretation, application, administration or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. All steps in connection with the arbitration shall be taken as expeditiously as possible.

**14.05** The parties shall each bear one-half (1/2) of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and, except as



aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

**14.06** The decision of the arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based.

**Expedited Arbitration**

**14.07** Where the matter at issue is one relating to dismissal for just cause under Section 12.01, the matter may be submitted to the following process for expedited arbitration:

(a) A list of Arbitrators, who shall be mutually agreed to by the parties, will be established.

b) One (1) day in each calendar month, with the exception of July and August, 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 six (6) months.

(c) The Union shall assign the grievance to be heard to Arbitration no later than sixty (60) calendar days prior to its sitting. In the event that no grievance is assigned to an Arbitrator sixty (60) days prior to the hearing date, that hearing date shall be cancelled.

**ARTICLE 15**  
COST OF LIVING ALLOWANCE

**Not in Force for Term of Present Collective Agreement:**

**15.01** If the August 1995 Consumer Price Index (C.P.I.) exceeds the C.P.I. for August 1994 by more than 2.2%, then all basic rates of pay in effect on October 31, 1995 will be increased effective in November 1995 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 2.2%.

**15.02** If the August 1996 Consumer Price Index (C.P.I.) exceeds the C.P.I. for August 1995 by more than 3.2%, then all basic rates of pay in effect on October 31, 1996 will be increased effective in November 1996 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 3.2%.

**15.03** The C.P.I. used for purposes of this Article shall be the C.P.I. - Canada All Items (1986 = 100) as published by Statistics Canada or any successor Department or Agency.

**15.04** Should the C.P.I. be amended or discontinued prior to September 1995, the parties agree to consult to determine a means to give effect to the intention of this Article.

**ARTICLE 16**  
EMPLOYEE INFORMATION

**16.01** The Company agrees to supply each employee with a copy of this Agreement.

**ARTICLE 17**  
VALIDITY OF AGREEMENT

**17.01** In the event of any provision of this Agreement or of any of the practices established hereby being or being held to be contrary to the provisions of any applicable law now or hereafter enacted, this Agreement shall not be nor be deemed to be abrogated but shall be amended so as to make it conform to the requirements of any such law.

**ARTICLE 18**  
APPLICATION

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

**18.02** Where the Company adds a new occupation to the unit, Appendix A shall be deemed to be amended to include that new occupation upon notification to the Union.

**ARTICLE 19**  
DEDUCTION OF REGULAR DUES

**19.01** Subject to the provisions of this Article, the Company will, in each pay period, deduct an amount equivalent to the regular Union dues from the pay of all employees in the bargaining unit.

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

**19.03** The Company will cease making such deductions when an employee is assigned to a position not covered by an Agreement with the Union, with the exception of employees who are assigned to an acting or temporary management position for three (3) months or less.

**19.04** The amount of regular Union dues shall be such amount as may from time to time be certified to the Company, in a form approved by the Company, by an Officer of the Union.

**19.05** As soon as possible after the end of each pay period, the Company will remit to the Treasurer of the Union, by wire transfer, the amount so deducted.

**19.06** Regular Union dues means the dues established as the dues payable and shall not include any initiation fee, insurance premium or special levy.

**19.07** The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article.

**ARTICLE 20**  
EMPLOYEE REPRESENTATIVES

**20.01** The number of Representatives shall not exceed 60. The Union agrees to notify the Company of the name of each Representative and of the Company operating unit in which he acts as a Representative. A Representative shall not act as such during working time until the Company has been notified of his appointment.

**20.02** Before changing the status of any Representative who is to continue in the Company's employ, so as to render him ineligible to represent his voting unit, such Representative shall be allowed reasonable time to transfer his duties as a Representative to his successor.

**ARTICLE 21**  
NOTIFICATION TO THE UNION

**21.01** The Company agrees to advise the Representative concerned when an employee is hired, transferred, reclassified, or promoted to a management position. Such advice will be given to the Representative at the time the employee is informed or immediately thereafter.

**21.02** (a) Subject to the provisions of Section 21.03, the Company agrees to give as much prior notice as circumstances permit to the Representative of the employee concerned of any contemplated disciplinary or non-disciplinary measure.

(b) When a meeting is conducted to announce a disciplinary measure as described in Section 12.01 to an employee, it is agreed that the Representative of the Union must be invited to attend the meeting, unless the employee concerned objects.

**21.03** Where the Company deems it necessary to take immediate action in dismissing, or suspending, or demoting, any employee, the Company shall thereafter immediately advise and review the case with the Representative of the employee concerned.

**21.04** The Company agrees to supply on an annual basis, to designated Officers of the Union, a list showing the names and net credited service date of all employees eligible for membership in the Union and on the payroll on December 31st of each year.

**21.05** The Company will also provide bi-weekly, a list of names and the net credited service date of all eligible employees added, deleted or changed from the annual list.

**21.06** The Company agrees to send, on September 15th of each year, to designated Officers of the Union, a list of Company e-mail addresses as shown on Company records of all employees in the bargaining unit.

**Security Interviews**

**21.07** The Company agrees that:

(a) an employee's leader will inform him, prior to any Security interview, that he is entitled to be accompanied by a Representative of the Union;

(b) unless the employee involved objects, the Representative of the Union will be informed prior to any interview to be conducted by Security with an employee of the bargaining unit;

(c) the employee, unless he objects, shall be granted immediately prior to a Security interview a maximum of 15 minutes to confer with the Representative of the Union;

(d) where the employee involved consents, the Representative of the Union may attend the Security interview as an observer, but not as a participant.

**ARTICLE 22**  
**HEALTH AND SAFETY**

**22.01** Both parties to this Agreement acknowledge their common concern for maintaining a healthy and safe working environment.

**22.02** The Company accepts the responsibility of making adequate and reasonable provisions for the health and safety of employees during their working hours. The Company will welcome suggestions by the Union regarding the health and safety of employees.

**22.03** It is the employee's responsibility, subject to Company regulations and practices, to take all reasonable and necessary measures to ensure his safety; no employee is required to work in dangerous conditions or to use dangerous equipment.

**Health and Safety Committees**

**22.04** (a) The Corporate Health and Safety Committee is composed of one (1) Union Representative designated by the Union and one (1) representative of the Company.

(b) The Corporate Health and Safety Committee will be responsible for establishing its own rules and procedures, as well as the rules and procedures of the Local Health and Safety Committees, their scope of responsibility, frequency of meetings and any other similar matter.



**22.05** The Local Health and Safety Committees are composed in equal numbers of employees and leaders of the Company.

**22.06** Except for the number of Committees and the frequency of meetings, the rules for both the Corporate Health and Safety Committee and the Local Health and Safety Committees, as referred to in Subsection 22.04 (b) shall mean the powers and obligations of joint Health and Safety Committees found in Part II of the Canada Labour Code.

**22.07** It is clearly understood that relevant health and safety issues which have implications that transcend local concerns will be referred to the Corporate Health and Safety Committee together with any documentation dealing with these issues.

#### **Visual Display Terminal**

**22.08** Any Regular employee who is pregnant, and who is regularly scheduled to work at a visual display terminal (VDT) and does not wish to work at a VDT during her pregnancy may, subject to Company practices, elect either to be assigned other work in the bargaining unit or be granted a leave of absence without pay.

**ARTICLE 23**  
TIME ALLOWANCE

**23.01** The Company agrees that:

(a) An employee who has, or believes he has a grievance may confer with his Representative or with management during his scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided, however, that each employee must arrange with his immediate leader, subject to service requirements, for all time off the job required for the above purposes.

(b) A Representative may discuss a grievance with a grievor or with management, or attend meetings with the Company on behalf of the Union, during his scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided, however, that the Representative must arrange with his immediate leader, subject to service requirements, for all time off the job required for the above purposes.

**23.02** (a) The Union shall transmit in writing to the Company the names of those Representatives, which includes Local Presidents, responsible for submitting to the Union's Bargaining Committee the proposed demands of employees. Such Representatives may attend pre-bargaining meetings held by the Union for such purpose without deduction of the time so occupied in the

computation of the time worked for the Company, and without deduction of wages in respect thereof, up to a maximum of two (2) days, three (3) days in the case of Local Presidents, from their regularly scheduled tours of duty, provided that the Company is given the name of each Representative at least two (2) weeks before the date the time off is to begin.

(b) It is agreed that the total of all such pre-bargaining time off for all Representatives calculated together shall not exceed 50 days.

**23.03** An authorized bargaining Representative of the Union may have time off from work during his scheduled working hours for purposes of bargaining, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided that such time is actually devoted to collective bargaining with management, but only until the expiry date of this Collective Agreement.

**23.04** (a) Representatives may, without deduction of the time so occupied in the computation of the time worked for the Company, attend to other business of the Union during scheduled working hours, provided that each Representative must arrange with his immediate leader, subject to service requirements, for all time off the job, not to exceed 30 consecutive calendar days, required for the above purpose and providing such business is concerned with the bargaining unit covered by this Agreement. All time off so required will be granted as time off without pay, however;

(b) the Company will pay the Representative, on behalf of the Union, at his basic rate of pay for all time off without pay to attend to other business of the Union. Any amount so paid by the Company will be billed to the Union, which shall remit that amount to the Company within 30 days of receipt of the bill;

(c) requests for time off without pay to attend to other business of the Union, in excess of five (5) days, must be submitted to the Representative's immediate leader at least 21 days prior to the date requested for the commencement of the time off without pay.

#### **ARTICLE 24** **MEETINGS**

**24.01** Meetings between the authorized bargaining Representatives of the Union and the designated bargaining Representatives of the Company shall be held as required, on reasonable notice by either party.

**24.02** At such meetings, the number of persons shall not exceed seven (7) for the Company and seven (7) for the Union. Any increase to the number of persons at the bargaining table shall be by mutual agreement between the parties.

**ARTICLE 25**  
BARGAINING PROCEDURE

**25.01** (a) All negotiations with a view to the completion of a Collective Agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized bargaining Representatives of the Union on the one hand and the designated bargaining Representatives of the Company on the other.

(b) In addition to bargaining sessions conducted for renewal of the Collective Agreement, the process of consultation developed and utilized by the parties since 1953, is an accepted forum for addressing the on-going concerns of the parties.

**25.02** No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced to writing and signed by the authorized bargaining Representatives of the Union and by the designated bargaining Representatives of the Company, and an agreement so signed shall take effect as and from the effective date specified therein.

**ARTICLE 26**  
EXPENSES

**26.01** Each party shall bear the expenses incurred by its own Representatives in attending meetings or proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall

be borne by the parties in equal shares.

**ARTICLE 27**  
MANAGEMENT RIGHTS

**27.01** The Company has the exclusive right and responsibility to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, to its customers and shareholders, to conduct its business efficiently and to direct the working forces and, without limiting the generality of the foregoing, it has the right to hire, promote, transfer, demote or lay-off employees, and to suspend, discharge or otherwise discipline employees. The Company agrees that any exercise of these rights shall not contravene the provisions of this Agreement.

**ARTICLE 28**  
WORKFORCE ADJUSTMENT

**28.01** Where any condition arises which reduces the work load to the extent that a general program of lay-offs or spreading the work is contemplated, the Company shall endeavour to reach an agreement with the Union as to whether a plan of part-timing, lay-offs or a combination of the two (2) shall be put into effect.

**28.02** In the event that an agreement as to a plan cannot be reached within a period of 30 days after the matter has been submitted to the Union, the Company may proceed on

a plan of part-timing to the extent it deems necessary.

**28.03** It is expressly understood, however, that if the Company proceeds on a plan of part-timing at the expiration of the 30-day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time 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 obtain agreement upon modifications of the plan then in effect.

#### **ARTICLE 29** TECHNOLOGICAL CHANGE

**29.01** The parties agree that they will continue the process of consultation in force since 1953 in order to assist employees affected by any technological change to adjust to the effects thereof and that, therefore, Sections 52, 54 and 55 of the Canada Labour Code shall not apply during the term of this Agreement.

#### **ARTICLE 30** BENEFITS

**30.01** The Company agrees to review with the Union, prior to its implementation, any change in the level of benefits provided to employees covered by this Agreement under the following:

- the Pension Plan;
- the health, life and accident insurance coverage under the Omniflex Benefits Program;
- the Disability Plans.

### **ARTICLE 31**

#### **DURATION**

**31.01** This Agreement shall become effective January 1, 2014, except as otherwise herein provided, and shall remain in full force and effect up to and including December 31, 2018.

**31.02** This Agreement, unless terminated at the expiry of the said term by written notice given by either party to the other at least sixty days prior to the expiry of the said term, shall continue in full force and effect thereafter until terminated at any time by at least sixty days prior written notice given by either party to the other.

**31.03** Notice to terminate under this Article shall be effectively given if addressed by the Company to the President of Unifor, 5915 Airport Road, suite 510, Mississauga, Ontario, L4V 1T1 or by the Union to the Secretary, Bell Canada, 1 carrefour Alexander Graham Bell, Tour A-7, Verdun, Québec, H3E 3B3 and in either case is received at least sixty days prior to the termination date specified therein.



**WITNESS CLAUSE**

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized Representatives this 20<sup>th</sup> day of February 2014.

**Bell Canada**

Mary Incognito  
Lucie David  
Rosetta Pilozzi  
Mike Faddoul

**Unifor**

John O'Dell  
Louise Giguère  
Sonny Malhotra  
Naseem Siddiqui  
Solange Briones  
Kevin Hokmi

**APPENDIX A**

**LIST OF OCCUPATIONS**

**COMMUNICATIONS SALES EMPLOYEES**

**Consumer Market**

Direct Marketing Associate

Direct Marketing Associate – Loyalty Resolution

Team Coordinator

**Business Market**

Direct Marketing Associate

Team Coordinator

Sales Associate

Sales Representative

Inside Sales Representative

Account Executive

**APPENDIX B**

**LIST OF LOCALITIES**

Barrie	Montréal
Kingston	Ottawa
London	Québec
Peterborough	Toronto

**APPENDIX C**

**WAGE SCHEDULE**  
**WEEKLY BASIC RATES OF PAY**

**DIRECT MARKETING ASSOCIATE - CONSUMER MARKET**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>
1	\$543.33	\$552.84	\$563.90	\$575.17	\$586.68
2	\$566.71	\$576.62	\$588.15	\$599.92	\$611.92
3	\$645.92	\$657.22	\$670.36	\$683.77	\$697.45

**Note:** The interval from one (1) step to the next step shall be six (6) months.

APPENDIX C

**WAGE SCHEDULE**  
**HOURLY BASIC RATES OF PAY**

**DIRECT MARKETING ASSOCIATE - CONSUMER MARKET**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
1	\$14.49	\$14.74	\$15.04	\$15.34	\$15.64
2	\$15.11	\$15.38	\$15.68	\$16.00	\$16.32
3	\$17.22	\$17.53	\$17.88	\$18.23	\$18.60

**Note:** The interval from one (1) step to the next step shall be six (6) months.

**APPENDIX C**

**WAGE SCHEDULE**  
**WEEKLY BASIC RATES OF PAY**

**DIRECT MARKETING ASSOCIATE - LOYALTY RESOLUTION**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>
1	\$609.00	\$619.66	\$632.05	\$644.69	\$657.59
2	\$662.29	\$673.88	\$687.36	\$701.10	\$715.12
3	\$700.35	\$712.61	\$726.86	\$741.40	\$756.22

**Note:** The interval from one (1) step to the next step shall be six (6) months.

APPENDIX C

**WAGE SCHEDULE**  
**HOURLY BASIC RATES OF PAY**

**DIRECT MARKETING ASSOCIATE - LOYALTY RESOLUTION**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
1	\$16.24	\$16.52	\$16.85	\$17.19	\$17.54
2	\$17.66	\$17.97	\$18.33	\$18.70	\$19.07
3	\$18.68	\$19.00	\$19.38	\$19.77	\$20.17

**Note:** The interval from one (1) step to the next step shall be six (6) months.

**APPENDIX C**

**WAGE SCHEDULE**  
**WEEKLY BASIC RATES OF PAY**

**TEAM COORDINATOR - CONSUMER MARKET**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>
1	\$720.20	\$732.81	\$747.46	\$762.41	\$777.66
2	\$735.31	\$748.18	\$763.14	\$778.40	\$793.97
3	\$785.10	\$798.84	\$814.82	\$831.11	\$847.73

**Note:** The interval from one (1) step to the next step shall be six (6) months.



APPENDIX C

**WAGE SCHEDULE**  
**HOURLY BASIC RATES OF PAY**

**TEAM COORDINATOR - CONSUMER MARKET**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
1	\$19.21	\$19.54	\$19.93	\$20.33	\$20.74
2	\$19.61	\$19.95	\$20.35	\$20.76	\$21.17
3	\$20.94	\$21.30	\$21.73	\$22.16	\$22.61

**Note:** The interval from one (1) step to the next step shall be six (6) months.

**APPENDIX C**

**WAGE SCHEDULE**  
**WEEKLY BASIC RATES OF PAY**

**DIRECT MARKETING ASSOCIATE - BUSINESS MARKET**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>
1	\$583.49	\$593.71	\$605.58	\$617.69	\$630.05
2	\$625.91	\$636.86	\$649.60	\$662.59	\$675.85
3	\$709.10	\$721.51	\$735.94	\$750.66	\$765.67

**Note:** The interval from one (1) step to the next step shall be six (6) months.

APPENDIX C

**WAGE SCHEDULE**  
**HOURLY BASIC RATES OF PAY**

**DIRECT MARKETING ASSOCIATE - BUSINESS MARKET**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
1	\$15.56	\$15.83	\$16.15	\$16.47	\$16.80
2	\$16.69	\$16.98	\$17.32	\$17.67	\$18.02
3	\$18.91	\$19.24	\$19.63	\$20.02	\$20.42

**Note:** The interval from one (1) step to the next step shall be six (6) months.

**APPENDIX C**

**WAGE SCHEDULE**  
**WEEKLY BASIC RATES OF PAY**

**TEAM COORDINATOR - BUSINESS MARKET**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>	<b>Weekly Rate</b>
1	\$743.62	\$756.63	\$771.77	\$787.20	\$802.94
2	\$765.03	\$778.41	\$793.98	\$809.86	\$826.06
3	\$786.84	\$800.61	\$816.62	\$832.95	\$849.61

**Note:** The interval from one (1) step to the next step shall be six (6) months.

APPENDIX C

**WAGE SCHEDULE**  
**HOURLY BASIC RATES OF PAY**

**TEAM COORDINATOR - BUSINESS MARKET**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
1	\$19.83	\$20.18	\$20.58	\$20.99	\$21.41
2	\$20.40	\$20.76	\$21.17	\$21.60	\$22.03
3	\$20.98	\$21.35	\$21.78	\$22.21	\$22.66

**Note:** The interval from one (1) step to the next step shall be six (6) months.

**APPENDIX C**

**WAGE SCHEDULE**  
**MONTHLY BASIC RATES OF PAY**

**SALES ASSOCIATE**

<b>Step</b>	<b>January 1, 2014</b>	<b>January 1, 2015</b>	<b>January 1, 2016</b>	<b>January 1, 2017</b>	<b>January 1, 2018</b>
1	\$ 2,854	\$ 2,854	\$ 2,854	\$ 2,854	\$ 2,854
2	\$ 2,993	\$ 2,993	\$ 2,993	\$ 2,993	\$ 2,993
3	\$ 3,131	\$ 3,131	\$ 3,131	\$ 3,131	\$ 3,131
4	\$ 3,272	\$ 3,272	\$ 3,272	\$ 3,272	\$ 3,272
5	\$ 3,410	\$ 3,410	\$ 3,410	\$ 3,410	\$ 3,410
6	\$ 3,531	\$ 3,531	\$ 3,531	\$ 3,531	\$ 3,531
7	\$ 3,849	\$ 3,849	\$ 3,849	\$ 3,849	\$ 3,849

**Note:** This wage scale would apply only to newly hired employees, effective January 1<sup>st</sup>, 2009.  
The interval from one (1) step to the next shall be twelve (12) months.  
At the date of the signing and for the duration of this Collective Agreement (Appendix C), employees that were wage protected under the 2007 wage scale will continue to be wage protected under the 2007 wage scale.

**APPENDIX C**

**WAGE SCHEDULE**  
**MONTHLY BASIC RATES OF PAY**

**SALES REPRESENTATIVE**

<b>Step</b>	<b>January 1, 2014</b>	<b>January 1, 2015</b>	<b>January 1, 2016</b>	<b>January 1, 2017</b>	<b>January 1, 2018</b>
1	\$ 3,262	\$ 3,262	\$ 3,262	\$ 3,262	\$ 3,262
2	\$ 3,423	\$ 3,423	\$ 3,423	\$ 3,423	\$ 3,423
3	\$ 3,590	\$ 3,590	\$ 3,590	\$ 3,590	\$ 3,590
4	\$ 3,796	\$ 3,796	\$ 3,796	\$ 3,796	\$ 3,796
5	\$ 4,017	\$ 4,017	\$ 4,017	\$ 4,017	\$ 4,017
6	\$ 4,247	\$ 4,247	\$ 4,247	\$ 4,247	\$ 4,247
7	\$ 4,610	\$ 4,610	\$ 4,610	\$ 4,610	\$ 4,610

**Note:** This wage scale would apply only to newly hired employees, effective January 1<sup>st</sup>, 2009.  
The interval from one (1) step to the next shall be twelve (12) months.  
At the date of the signing and for the duration of this Collective Agreement (Appendix C), employees that were wage protected under the 2007 wage scale will continue to be wage protected under the 2007 wage scale.

**APPENDIX C**

**WAGE SCHEDULE**  
**MONTHLY BASIC RATES OF PAY**

**INDISE SALES REPRESENTATIVE**

	January 1, 2014	January 1, 2015	January 1, 2016	January 1, 2017	January 1, 2018
<b>Increase</b>	<b>1.50%</b>	<b>1.75%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>
<b>Step</b>					
1	\$ 3,553	\$ 3,615	\$ 3,687	\$ 3,761	\$ 3,836
2	\$ 3,824	\$ 3,890	\$ 3,968	\$ 4,048	\$ 4,129
3	\$ 4,103	\$ 4,174	\$ 4,258	\$ 4,343	\$ 4,430
4	\$ 4,310	\$ 4,385	\$ 4,473	\$ 4,562	\$ 4,654
5	\$ 4,525	\$ 4,604	\$ 4,696	\$ 4,790	\$ 4,886
6	\$ 4,737	\$ 4,820	\$ 4,916	\$ 5,015	\$ 5,115

**Note:** This wage scale would apply only to newly hired employees, effective March 8, 2010  
The interval from one (1) step to the next shall be twelve (12) months.  
At the date of the signing and for the duration of this Collective Agreement (Appendix C),  
employees that were on the 2007 Account Executive or Solution Sales Executive wage  
scales will be wage protected at their 2007 wage scale.



**APPENDIX C**

**WAGE SCHEDULE**  
**MONTHLY BASIC RATES OF PAY**

**ACCOUNT EXECUTIVE**

<b>Step</b>	<b>January 1, 2014</b>	<b>January 1, 2015</b>	<b>January 1, 2016</b>	<b>January 1, 2017</b>	<b>January 1, 2018</b>
1	\$ 4,520	\$ 4,520	\$ 4,520	\$ 4,520	\$ 4,520
2	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791	\$ 4,791
3	\$ 5,080	\$ 5,080	\$ 5,080	\$ 5,080	\$ 5,080
4	\$ 5,383	\$ 5,383	\$ 5,383	\$ 5,383	\$ 5,383
5	\$ 5,756	\$ 5,756	\$ 5,756	\$ 5,756	\$ 5,756
6	\$ 6,084	\$ 6,084	\$ 6,084	\$ 6,084	\$ 6,084

**Note:** The interval from one (1) step to the next shall be twelve (12) months.

**LUMP SUM TREATMENT FOR EMPLOYEES ON A  
FROZEN RATE OF PAY**

**SALES ASSOCIATE – SALES REPRESENTATIVE**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**UNIFOR**

This is to confirm our agreement with respect to the salary treatment of those employees who benefit from wage protection and whose basic rate of pay under the 2007 wage scales is higher than the appropriate salary group for their occupation under the new wage scales.

- This Memorandum of Agreement shall apply to the following occupations:
  - Sales Associate
  - Sales Representative

For employees who are wage protected at the basic rate of pay under the 2007 wage scale shall receive a \$750.00

lump sum on the second pay period in January of every year for the life of this Collective Agreement.

It is further agreed by both parties that wage protection will no longer apply should an employee move to a different position within the sales organization.

**General**

The parties agree that any differences regarding interpretation or administration of the above provisions concerning treatment of employees on a frozen rate of pay may be processed in accordance with the provisions of Articles 13 and 14 of the Collective Agreement.

Signed at Montréal on the 20<sup>th</sup> day of February 2014.

Mary Incognito

John O'Dell

**For the Company**

**For the Union**

**LUMP SUM TREATMENT FOR EMPLOYEES ON A  
FROZEN RATE OF PAY**

**INSIDE SALES REPRESENTATIVE – ACCOUNT  
EXECUTIVE – SOLUTIONS SALES EXECUTIVE**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**UNIFOR**

This is to confirm our agreement with respect to the salary treatment of those employees who benefit from wage protection and whose basic rate of pay under the 2007 and 2009 wage scales is higher than the appropriate salary group for their occupation under the new wage scales.

- This Memorandum of Agreement shall apply to the following occupations:
  - Inside Sales Representative
  - Account Executive
  - Solutions Sales Executive

For Account Executives who are wage protected at the basic rate of pay under the 2007 wage scale shall receive a \$750.00 lump sum on the second pay period in January of every year for the life of this Collective Agreement.

For Solution Sales Executives who are wage protected at the basic rate of pay under the 2007 wage scale shall receive a \$750.00 lump sum on the second pay period in January of every year for the life of this Collective Agreement.

For Account Executives and Solution Sales Executives who accepted the position of the Inside Sales Representatives and are wage protected at the basic rate of pay under the 2009 wage scale shall receive a \$750.00 lump sum on the second pay period in January of every year for the life of this Collective Agreement.

It is further agreed by both parties that wage protection will no longer apply should an employee move to a different position within the sales organization.

**General**

The parties agree that any differences regarding interpretation or administration of the above provisions concerning treatment of employees on a frozen rate of pay may be processed in accordance with the provisions of Articles 13 and 14 of the Collective Agreement.

Signed at Montréal on the 20<sup>th</sup> day of February 2014.

Mary Incognito

John O'Dell

**For the Company**

**For the Union**

**TREATMENT OF EMPLOYEES**  
**ON A FROZEN RATE OF PAY**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**UNIFOR**

This is to confirm our agreement with respect to the salary treatment of those employees who benefit from wage protection and whose basic rate of pay under the 2007 wage scales is higher than the appropriate salary group for their occupation under the new wage scales. The employees' salary treatment will be as follows:

- This Memorandum of Agreement shall apply to the following occupations:
  - Sales Associate
  - Sales Representative

- The employee's basic rate of pay under the 2007 wage scale shall be frozen for the life of the Collective Agreement, subject to the salary treatment guidelines agreed to by the parties and contained in the Company practices.

It is further agreed by both parties that wage protection will no longer apply should an employee move to a different position within the sales organization

**General**

The parties agree that any differences regarding interpretation or administration of the above provisions concerning treatment of employees on a frozen rate of pay may be processed in accordance with the provisions of Articles 13 and 14 of the Collective Agreement.

Signed at Montréal on the 20<sup>th</sup> day of February 2014.

Mary Incognito

John O'Dell

**For the Company**

**For the Union**

**WAGE PROTECTION**  
**INSIDE SALES REPRESENTATIVE**  
**MEMORANDUM OF AGREEMENT BETWEEN:**  
**BELL CANADA**  
**AND**  
**UNIFOR**

The parties acknowledge that on March 8, 2010, the new occupation of the Inside Sales Representative (ISR) was created as a part of Appendix A of the Communications Sales Employees' Collective Agreement.

Only employees in the Account Executive and Solutions Sales Executive roles who were selected and accepted in the Inside Sales Representative position, upon its implementation on March 8, 2010, will be wage protected until December 31, 2018. Wage protection will be based on the base salary and bonus percentage at target of said employees as of March 8, 2010.



**General**

Use in this Memorandum of Agreement of the feminine or masculine gender shall be construed as including both female and male employees, and not as specific sex designations.

Signed at Montréal on the 20<sup>th</sup> day of February 2014.

Mary Incognito

John O'Dell

**For the Company**

**For the Union**

**WORKFORCE ADJUSTMENT**  
**MEMORANDUM OF AGREEMENT BETWEEN:**  
**BELL CANADA**  
**AND**  
**UNIFOR**

This is to confirm our agreement, and reflects discussions which were held during bargaining with respect to the process to be implemented for dealing with workforce adjustment issues during the term of the Collective Agreement of the Communications Sales Employees' bargaining unit.

The Company may have to adjust its Sales workforce as the marketplace becomes more competitive and as the challenges to meet customers' needs increase the pressure to be the best choice as a telecom provider.

Should a corporate separation program be offered during the term of the Collective Agreement, the Company will initiate discussions with the Union in a consultative mode. The parties will determine whether elements of the corporate separation program corresponding to this Memorandum of Agreement would be more beneficial and applicable to the Communications Sales bargaining unit.

The Company will seek the involvement of the Union early in the process when it becomes clear that workforce adjustment measures will be required and the Unifor Local President of the group impacted by a workforce adjustment will remain involved and informed of developments in the management of the workforce throughout the process.

The following Workforce Adjustment guidelines are to be used when there is a need for a reduction in staff levels. The guidelines are to be applied in sequence to ensure all steps have been followed before and after declaring any Regular employee surplus.

**1. Initial notification to the Union**

When a workforce reduction is foreseen, the CP4 leader will advise the Unifor Local President concerned, as soon as possible, and share information related to the possible impact on human resources.

**2. Definition of an Entity**

The CP4 leader, with the assistance of his Human Resources / Labour Relations consultant, will clearly identify a possible entity within a specific market segment affected by a workforce reduction. The entity may be defined as a group of employees who carry out similar work and who could be transferred from one position to another without impairing operations or customer relationships.

The following points must be taken into consideration when defining an entity:

- reason for the required workforce reduction
- specific work procedures involved
- positions affected
- geographic locations affected

Prior to notifying any impacted employee, the CP4 leader will consult the Unifor Local President concerned to discuss and review the criteria used to define the entity. Once the CP4 leader has considered the Unifor Local President's input, he will make a final decision on what the entity will be.

### **3. Encouraging Transfer Requests**

The CP4 leader or his representative will assess the possibility of transferring volunteer employees outside of the targeted entity, thus reducing the need for declaring surplus. The Career Mobility process should be used and even encouraged.

**4. Declaring Surplus**

If the workforce reduction objectives are still not reached, the CP4 leader or his representative will identify employees with the lowest number of years of net credited service within the entity, declare them surplus and fill out a 912M-Surplus form. This 912M-Surplus form will be active from the time the form has been filled out through to the end of Career Transition Services as defined in guideline 7.

The filling out of the 912M-Surplus form will be done no less than four (4) weeks prior to the start of Career Transition Services.

The surplus employee will remain on his position until he leaves the business unit and starts Career Transition Services.

If short term successive needs for workforce reduction involve several employees, it is strongly suggested that the above described actions be taken at the same time so that the surplus employee with the most seniority may take advantage of his priority for career possibilities.

**5. Responsibilities once an employee has been declared surplus**

In the event of a need to proceed to a workforce reduction in a specific market segment or in a designated territory, all efforts will be made to find

placement for the qualified surplus employee in another market segment. The appropriate Human Resources consultant will work on identifying available positions in other districts of the Sales organization and will network amongst the various groups to favour the opportunities for placement.

The appropriate Company representative, together with the Transfer Management Group, must examine the possibility of reassigning the employee to an available position in the Unifor - Communications Sales bargaining unit or another bargaining unit subject to the limitations contained in any Collective Agreement or Company practices. The surplus employee should be offered at least one option of placement.

**6. Transfer Management Group**

Amongst other responsibilities, the role of the Transfer Management Group is to manage the 912M-Surplus forms and the Career Mobility process so that qualified surplus employees throughout the Company are given a priority when filling vacant or new positions with the Bell family.

**7. Career Transition Services**

The Company will offer Career Transition Services to assist the employee in his career transition period. This consists of, but is not limited to, providing counseling services, job search support, training (as

determined on a case by case basis) and outside placement information. These services will be offered internally or externally to employees, based upon an assessment of the individual's circumstances and the opportunities for placement. The duration of these services may differ depending on individual needs. In all events, the Company will offer:

- two (2) weeks of paid Career Transition Services;

or

- if the duration is longer, the Career Transition Services offered with any corporate program that might be available and applicable to the employee.

## **8. Separation**

If the surplus Regular employee is not placed internally, the Company will offer:

- a termination allowance consisting of a number of weeks of base salary, determined upon the employee's net credited service (NCS), as outlined in the Attachment A of this Memorandum of Agreement. For employees with 15 or more years of net credited service, the calculation will be as follows: 1.5 weeks X NCS X basic weekly rate;

or

- if the amount is higher, any corporate severance package that might be available and applicable to the employee.

**General**

The Company and the Union are committed to promptly resolving problems and initiating discussions at the most appropriate level of management according to the scope of the workforce adjustment contemplated regarding the application of these workforce adjustment guidelines. The differences regarding the interpretation or administration of the provisions set out in Attachment A of this Agreement may be processed in accordance with the provisions of Articles 13 and 14 of the Collective Agreement.

Signed at Montréal on the 20<sup>th</sup> day of February 2014.

Mary Incognito

John O'Dell

**For the Company**

**For the Union**



**ATTACHMENT A**

**TERMINATION ALLOWANCE**

A Regular employee declared surplus will receive a termination allowance as follows:

<b>Net Credited Service on Date of Termination</b>	<b>Number of Weeks at Basic Weekly Rate*</b>
Less than 1 year	0
1 yearbut less than2 years	3 weeks
2 yearsbut less than3 years	4 weeks
3 yearsbut less than 4 years	5 weeks
4 yearsbut less than5 years	6 weeks
5 yearsbut less than6 years	7 weeks
6 yearsbut less than7 years	8 weeks
7 yearsbut less than8 years	9 weeks
8 yearsbut less than9 years	10 weeks
9 yearsbut less than10 years	11 weeks
10 yearsbut less than11 years	13 weeks
11 yearsbut less than12 years	14 weeks
12 yearsbut less than13 years	15 weeks
13 yearsbut less than14 years	16 weeks
14 yearsbut less than15 years	17 weeks
15 years and more	1.5 weeks X NCS X basic weekly rate

**Note 1:** \* The basic weekly rate of pay is the monthly rate of pay divided by 4.35.

**Note 2:** For Part-time employees, the termination allowance will be paid on a prorated basis, based on the higher of the average of hours worked in the last two (2) months or the last 12 months before termination.

The following Letters of Intent are provided solely for information purposes and shall not be construed as forming part of this Collective Agreement.

### **ALPHABETICAL INDEX**

<b>LETTERS OF INTENT</b>	<b>Page</b>
Absence due to Family or Personal Emergencies	86
Direct Marketing Bonus Plan	89
Distribution Channels	97
Ergonomic Guidelines	100
Face to Face – Sales Bonus Plan	102
Joint Labour Relations Committee	111
Regular Term Status	114
Review Process for Disability Cases	116
Sales Skills, Competencies and Career Mobility Training	119
Workforce Diversity and Employment Equity	122
Workload Management	125



February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Absence due to Family or Personal  
Emergencies**

Mr. O'Dell,

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees Collective Agreement.

The Company and the Union recognize that employees have family and personal obligations and emergencies that are unpredictable and beyond their control could lead to unpaid absences from work:

- home conditions (for example: flood, fire);
- personal emergencies (for example : car accident, theft or burglary)
- emergencies (for example: sickness of a child or parent, school or daycare closure);
- medical or dental appointments that cannot be scheduled outside of working hours;
- interruption or failure of public transportation;
- road closure due to a major accident.

The Union recognizes that it is the employees' responsibility to find alternatives so as to avoid absences from work and to take the necessary measures in order to return to work as soon as possible.

The Union recognizes that local management has the right to inquire as to the reason of the absence and to request, in certain cases when it deems it necessary, that the employee provide justification.

Where the criteria set forth in this Letter of Intent are met, the Company confirms that local management should authorize an absence for family or personal emergency.

It is also understood that, in order to minimize the financial impact on the employee, and depending on the circumstances, local management may authorize the employee to use paid time owing.

The parties also agree that any differences concerning this Letter of Intent may be brought to the Joint Labour Relations Committee for discussion.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Incognito". The signature is written in a cursive style with a large, looping initial "M".

Mary Incognito  
Director – Labour Relations



February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Direct Marketing Bonus Plan**

Mr. O'Dell,

This is to confirm our discussions during bargaining for the renewal of the Communications Sales Employees' Collective Agreement regarding the Direct Marketing Bonus Plan.

The Direct Marketing Bonus Plan shall apply to the employees working in the following occupations: Direct Marketing Associates (DMA), DMA - Loyalty Resolution Representatives and Team Coordinators.

The Company understands that to create and maintain a sales environment that is successful, it is important to provide an effective incentive plan to drive sales performance.

The Local Sales Bonus Plan Committee includes:

For the Company:

- One (1) Regional Sales Manager for Ontario and/or Québec;
- One (1) Member of the LR/HR team for Ontario and/or Québec.

For the Union:

- One (1) Unifor National Representative for Ontario and/or Québec,
- One (1) Direct Marketing Associate/Team Coordinator for Ontario and/or Québec;
- One (1) Representative of the Unifor local Union and/or bargaining committee for Ontario and/or Québec.

This Local Sales Bonus Plan Committee will be maintained for the duration of the Collective Agreement as a forum for consultation and discussion on issues regarding the Direct Marketing Bonus Plan.

The Local Sales Bonus Plan Committee will:

- Be a forum for exchange on issues related to the application of the Sales Bonus Plan namely but not limited to the business rationale for changes brought to the Plan in the course of the year, the reason for payout adjustments;
- Meet on a quarterly basis (May, August, November, February) to review results and discuss issues associated with the Sales Bonus Plan. The February meeting will be held to discuss the 4<sup>th</sup> quarter results of the previous year. The calendar of quarterly meetings will be established at the beginning of each year;
- Make recommendations with regards to evolving the plan as required;
- Discuss and recommend a plan for communication to employees when applicable;
- Meet at regular intervals as required ensuring a continuous follow-up.

The Company shall maintain the Direct Marketing Bonus Plan for the term of the Collective Agreement which recognizes individual and team contribution toward sales and performance objectives. The plan features a motivational incentive to meet and exceed objectives. The potential earning opportunity is the percentage of base pay



that will be paid as a bonus if the target objective is achieved.

<b>Job Title</b>	<b>Step</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Direct Marketing Associate - Consumer Market	1	10.10%	10.10%	10.10%	10.10%	10.10%
	2	15.34%	15.34%	15.34%	15.34%	15.34%
	3	23.73%	23.73%	23.73%	23.73%	23.73%
Direct Marketing Associate - Consumer Market – Loyalty Resolution	All	23.73%	23.73%	23.73%	23.73%	23.73%
Direct Marketing Associate-Business Market	All	25.73%	25.73%	25.73%	25.73%	25.73%
Team Coordinator Consumer Market	All	23.73%	23.73%	23.73%	23.73%	23.73%
Team Coordinator Business Market	All	25.73%	25.73%	25.73%	25.73%	25.73%

### Sales Objectives

Sales objectives will be established by the Company for each DMA, DMA - Loyalty Resolution Representative and Team Coordinator in a fair and reasonable manner. Such objectives cannot be changed in a manner that it is unreasonable. If it becomes necessary to modify the objectives, the business rationale for the change will be reviewed with the affected employees.

### Bonus Plan Review Process

The parties have agreed to the following process to review issues associated with the Direct Marketing Bonus Plan:

- Where an employee is not satisfied with the way objectives have been set or in the way the payout has been adjusted, the employee must first discuss the issue with his immediate manager in an attempt to resolve it;
- If the issue remains unresolved, then the employee can address his issue to the Sales Bonus Plan Governance Committee in order for it to make a ruling on the request;
- The Sales Bonus Plan Governance Committee will be comprised of:

For the Company one (1):

- CP4 Sales Manager for Ontario and/or Québec
- Representative of the LR/HR Team for Ontario and/or Québec

For the Union one (1):

- Unifor National Representative (Québec or Ontario according to where the employee is located)
- Representative of the Unifor local Union and/or bargaining committee (Québec or Ontario according to where the employee is located)
- An employee choosing to utilize this process will have two (2) options:
  - Option 1: Submit a request in writing to his manager outlining what he wishes to present to the Committee on his behalf by his Union Representative;
  - Option 2: Submit a request in writing to his manager outlining what he wishes to present to the Committee and of his intention to attend the meeting in person.

The final decision on any issue brought to the Sales Bonus Governance Committee belongs to the Company.

- In a situation where more than one (1) employee is impacted by an issue concerning the Sales Bonus Plan, the impacted employees will designate one representative to make submissions to the Committee on their behalf;
- The Committee will meet within twenty-one (21) calendar days from the date on which a claim is submitted by an employee to discuss the issue submitted;
- Once the claim has been reviewed and a decision has been made, the Committee will review the decision with the Unifor National Representative along with a Representative of the Unifor Local Union and/or bargaining committee and the employee concerned;
- If the employee does not agree with the decision, he may file a complaint that will be heard at Step 1 of the grievance process with the CP5 Manager. The CP5 review and decision is final. This complaint does not constitute a grievance and therefore can not proceed to arbitration.

#### Communication to Unifor

Subject to applicable privacy legislation, the Company will provide to the Union, on a yearly basis, the total payout by each active employee participating in the Direct Marketing Bonus Plan.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Incognito". The signature is written in a cursive, flowing style with a large initial 'M' and a long, sweeping underline.

Mary Incognito  
Director - Labour Relations



February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Distribution Channels**

Mr. O'Dell,

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement regarding Distribution Channels.

The parties recognize the need for the Company to grow and evolve within a turbulent communications industry in which Bell Canada must determine optimum sales channels, with bottom line responsibility for profit contribution.

The Company will develop and manage a full range of complementary (outside) distribution channels in an effort to take advantage of new opportunities in the market, ensure Bell Canada's presence whenever and wherever a customer makes a buying decision and to adapt to changing market conditions.

The establishment of alliances, for example with external vendors, allows for the blending of complementary core competencies thereby creating architecture to support business strategy and long-term objectives of all involved parties. Creating the right organization cost structure, skill set, processes and alliances ensures that external complementary services can be provided in a seamless fashion.

The Company's objective in this area is to pursue its distribution channel structure to improve the value contribution of the Sales function and to better serve potential markets, and not to supplant our internal sales force. It is the belief of the parties that the employment security of all employees is enhanced by efforts directed at creating a productive, flexible and cost effective environment and by increasing our presence in the marketplace.

It is the Company's intention to continue to move forward with an internal sales force aligned to Bell Canada's strategic thrusts. The Company commits to continue to dialogue with the Union, through the consultative process, on issues related to distribution channels in an effort to

promote the mutual understanding necessary to alleviating the job security concerns of our employees.

Our success depends upon our ability to become a world-class communications player and on the continuous improvement of our competitive position. Delivering, achieving and sustaining the Company's competitive advantage guarantees mutual rewards and satisfaction as we work together to meet tomorrow's needs.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Incognito". The signature is written in a cursive, flowing style.

Mary Incognito  
Director – Labour Relations





February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Ergonomic Guidelines**

Mr. O'Dell,

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement related to the Ergonomic Guidelines issued by the Company for employees who work with visual display terminals.

The Corporate Health and Safety group, in collaboration with the Corporate Health and Safety Committee, has developed an initial Office Ergonomics training for all new employees and an Office Ergonomics retraining module for

the Accident Prevention Process (APP). These tools are intended for all employees and leaders and have been designed to increase knowledge and promote adherence to ergonomic principles.

All Communications Sales employees and leaders share a common responsibility to review the existing Ergonomic Guidelines and to promote and encourage their application in the workplace or while teleworking, especially when the nature of the work requires long periods working with visual display terminals.

The bargaining committees are supportive of the work being done by the Corporate Health and Safety group and the Corporate Health and Safety Committee (Bell/Unifor) in this regard and recognize that the information regarding the training and retraining guidelines may be found on the Corporate Health and Safety website.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Incognito". The signature is written in a cursive style with a large, looped initial "M".

Mary Incognito  
Director – Labour Relations



February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Face to Face – Sales Bonus Plan**

Mr. O'Dell,

This is to confirm our discussions during bargaining for the renewal of the Communications Sales Employees' Collective Agreement regarding the Face to Face Sales Bonus Plan.

The Sales Bonus Plan shall apply to employees working in the following occupations:

- Sales Associate;
- Sales Representative;
- Inside Sales Representative;
- Account Executive.

The Company understands that to create and maintain a sales environment that is successful, it is important to provide an effective incentive plan to drive sales performance.

The Local Sales Bonus Plan Committee includes:

For the Company:

- One (1) Director – Sales Operations for Ontario and/or Québec;
- One (1) Member of the LR/HR team for Ontario and/or Québec.

For the Union:

- One (1) Unifor National Representative for Ontario and/or Québec
- One (1) Representative of the Sales Face to Face group for Ontario and/or Québec;
- One Representative of the Unifor local Union and/or bargaining committee (Québec and/or Ontario).

This Local Sales Bonus Plan Committee will be maintained for the term of the Collective Agreement as a forum for consultation and discussion on issues regarding the Face to Face Sales Bonus Plan.

The Local Sales Bonus Plan Committee will:

- Meet in January of each year to review objectives and share the design parameters of the Sales Bonus Plan before the plan is rolled out to employees;
- Meet on a quarterly basis (May - August - November - February) to review results and discuss issues associated with the Sales Bonus Plan. The February meeting will be held to discuss the previous 4<sup>th</sup> Quarter results. The calendar of quarterly meetings will be established at the beginning of each year;
- Be a forum for exchange on issues related to the application of the Sales Bonus Plan namely but not limited to the business rationale for changes brought to the Plan in the course of the year, the reason for payout adjustments;
- Make recommendations with regards to evolving the plan as required;
- Discuss and recommend a plan for communication to employees when applicable;
- Meet at regular intervals as required to ensure a continuous follow-up.

The Company shall maintain the Sales Bonus Plan for the term of the Collective Agreement which recognizes individual and team contribution toward sales and performance objectives. The plan features a motivational incentive to meet and exceed objectives. The potential earning opportunity is the percentage of base pay that will be paid as a bonus if the target objective is achieved.

<b>Without Wage Protection</b>	<b>% of Base Salary at Target</b>				
<b>Job Title</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Sales Associate	36.31%	36.31%	36.31%	36.31%	36.31%
Sales Representative	49.95%	49.95%	49.95%	49.95%	49.95%
Inside Sales Representative	40.0%	40.0%	40.0%	40.0%	40.0%
Account Executive	50.0%	50.0%	50.0%	50.0%	50.0%

Protection rules for Sales Bonus Plan for the duration of the collective agreement:

	<b>% of Base Salary at Target</b>				
<b>Bonus treatment effective date</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Employees who continually held the position of Account Executive since 2007 shall have their sales bonus plan protected at :	58.33%	58.33%	58.33%	58.33%	58.33%
Employees who continually held the position of Account Executive or Solution Sales Executive since 2007 and accepted the position of Inside Sales Representative will have their sales bonus plan protected at :	58.33%	58.33%	58.33%	58.33%	58.33%
Employees who continually held the position of Account Executive or Solution Sales Executive in 2009 and accepted the position of Inside Sales Representative will have their sales bonus plan protected at :	50.00%	50.00%	50.00%	50.00%	50.00%

### Sales Objectives

Sales objectives will be established by the Company for each Sales professional in a fair and reasonable manner. If it becomes necessary to modify the objectives during the course of the year, the business rationale for the change will be reviewed with the affected employees.

### Objective Delivery

The Company will commit to prompt delivery of objectives by no later than the end of January for the year for which objectives are being established.

### Bonus Plan Review Process

The parties have agreed to the following process to review issues associated with the Face to Face Sales Bonus Plan:

- Where an employee is not satisfied with the way objectives have been set or in the way the payout has been adjusted, the employee must first discuss the issue with his immediate manager in an attempt to resolve it;
- If the issue remains unresolved, the employee can address his issue to the Sales Bonus Plan Governance Committee in order to make a ruling on the request;
- The Sales Bonus Plan Governance Committee will be comprised of :



For the Company:

- One (1) CP4 Sales Manager for Ontario and/or Québec;
- One (1) CP4 Manager of Finance for Ontario and/or Québec;
- One (1) CP4 Director Sales Operations for Ontario and/or Québec;
- One (1) Representative of the LR/HR Team for Ontario and/or Québec.

For the Union:

- One (1) Unifor National Representative (Québec or Ontario according to where the employee is located);
  - One (1) Representative of the Unifor local Union and/or bargaining Committee (Québec or Ontario according to where the employee is located).
- An employee choosing to utilize this process will have two (2) options:
    - Option 1: Submit a request in writing to his manager outlining what he wishes to present to the Committee on his behalf by his Union Representative;

- Option 2: Submit a request in writing to his manager outlining what he wishes to present to the Committee and of his intention to attend the meeting in person
- The final decision on any issue brought to the Sales Bonus Governance Committee belongs to the Company.
- The Committee will meet within twenty-one (21) calendar days from the date on which a claim is submitted by an employee to discuss the issue submitted;
- Once the request has been reviewed and a decision has been made, the Governance Committee will review the decision with the Unifor National Representative along with a Representative of the Unifor local union and/or bargaining committee and the employee concerned;
- If the employee does not agree with the decision, he may file a complaint that will be heard at Step 1 of the grievance process with the CP5 Manager. The CP5 review and decision is final. This complaint does not constitute a grievance and therefore can not proceed to arbitration.

Communication to Unifor

Subject to applicable privacy legislation, the Company will provide to the Union, on a yearly basis, the total payout received by each active employee participating in the Sales Bonus Plan.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Incognito". The signature is written in a cursive style with a large, looping initial "M".

Mary Incognito  
Director - Labour Relations



February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Joint Labour Relations Committee**

Mr. O'Dell,

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement regarding the Joint Labour Relations Committee utilized by the parties for addressing their on-going concerns.

The parties agree to establish one (1) Joint Labour Relations Committee consisting of three (3) Company representatives (including the Chief Negotiator or their

delegate), three (3) Union representatives (including one National Representative). It is understood that the Union's bargaining committee members shall be representatives on the Joint Labour Relations Committee.

The Company and the Union reiterate their commitment to the Joint Labour Relations Committee and to the need to find alternate means to resolve or discuss issues that may arise between the parties going forward. The parties recognize that it is essential to meet quarterly to discuss the application of the Collective Agreement, issues raised during negotiations and any other topics which either party may wish to address during the Joint Labour Relations Committee meetings.

As a result of the recent negotiations, the parties agree to discuss and make recommendations as it deems necessary on:

- The administration of job posting;
- The review of staffing issues such as reclassification, Full-time opportunities, hiring, etc.
- Planning and seniority matters related to scheduling, such as vacation allotments, days off, overtime, etc.

The parties agree that a Joint Labour Relations Committee meeting shall take place as needed at a mutually agreed upon date. The parties shall make every effort to have the necessary resources available at these Joint Labour Relations Committee meetings to encourage an open, honest and constructive dialogue on the issues presented.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Incognito". The signature is written in a cursive, flowing style with some loops and flourishes.

Mary Incognito  
Director – Labour Relations



February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Regular Term Status**

Mr. O'Dell,

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement regarding the status of Regular Term.

Employees who are currently employed in the status of Regular Term will be reclassified subject to company policy.

This status of employment will no longer be applicable  
January 1, 2014.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Incognito". The signature is written in a cursive style with a large, looping initial "M".

Mary Incognito  
Director - Labour Relations





February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Review Process for Disability Cases**

Mr. O'Dell,

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement related to a review process for disability cases.

The parties specifically want to address situations where benefits are suspended further to a difference of opinion between the employee's treating physician and the physician designated by the Company relative to an employee's return to work date.

As such, the Company and the Union will establish a Review Committee that will include a representative of Labour Relations for Ontario or Québec, a representative of the Disability Management Group and a Unifor National Representative for Ontario or Québec. With the written permission of the employee, the Committee will review the employee's disability claim and determine which steps could be taken to try to resolve the issue relative to the employee's return to work date. The employee concerned may be present and be heard during the Committee meeting, if the employee so chooses.

A meeting of the Committee can be requested by the Company or the Union upon written notice sent to a representative of Labour Relations for Ontario or Québec or to a Unifor National Representative for Ontario or Québec. The meeting must be held prior to any employee's return to work date and no later than ten (10) working days from the date of the receipt of the notice, unless the parties agree otherwise in writing. The meetings of the Committee can be held via conference call or by any other means the parties agree to.

The Committee's role is to ensure that everything has been done in order to reach a just and equitable settlement for the employee. Policies and practices relative to the disability plans continue to apply.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Incognito". The signature is written in a cursive, flowing style with some loops and flourishes.

Mary Incognito  
Director - Labour Relations



February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Sales Skills, Competencies and Career  
Mobility Training**

Mr. O'Dell,

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement regarding the sales skills, competencies and career mobility training.

Both parties recognize that a highly trained workforce contributes to the effectiveness and productivity of the Company. Both parties also recognize that training is

essential for the development and career mobility of employees.

The Company wishes to ensure that employees acquire and maintain the required skill sets to effectively accomplish their present jobs as well as acquire skill sets that will enable their career mobility within the Company.

The online Performance Management course will be taken within the first three (3) months of employment for newly hired employees.

The Company will also ensure that each employee has the opportunity to prepare a development plan with their manager on an annual basis, as per the Company performance management process.

**Time allocation, eligibility and course selection**

Time allocation

The Company will offer to eligible employees, during the life of this Collective Agreement, one (1) paid training day (7.5 hours), scheduled as per service requirements and local practices and taken during the scheduled regular working hours of the employee.

Eligibility

- Sales Associates, Direct Marketing Associates, Direct Marketing Associate – Loyalty Resolution and Team Coordinators are eligible;
- A minimum of 12 months of net credited service is required;
- Working, or having made a permanent change to work, at a minimum of 35 hours per week, on a regular basis throughout the year.

Course selection

- Of the employee's choice, as per his development needs;
- Selected from the cost free online courses offered by the Company.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Incognito". The signature is written in a cursive style with a large, looping initial "M".

Mary Incognito  
Director - Labour Relations



February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Workforce Diversity and Employment Equity**

Mr. O'Dell,

This is to confirm our understanding related to Workforce Diversity and Employment Equity reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement.

The Company and the Union are committed to fostering diversity and fairness in the workplace so that all employees are treated with dignity and respect, are free from harassment, and are provided the opportunity to achieve their full potential.

As a market leader, Bell is committed to achieving a diverse workforce that reflects the community from which it is drawn, and to give itself a distinct competitive advantage by becoming:

- the employer of choice ;
- the Company of choice, and also;
- a leading communications innovator.

The parties agree to continue the Joint Corporate Diversity and Employment Equity Committee, whose purpose shall include, but not be limited to, the following:

- helping all employees to understand their responsibilities to treat others in a non-discriminatory and fair way;
- making recommendations to appropriate forums or departments in the Company;
- reviewing the progress of diversity initiatives in the sales groups;
- identifying and recommending methods to increase diversity, thereby working towards establishing a workforce that mirrors the community from which it is drawn;
- communicating the Committee's activities to employees.



The information made available by the Company and identified as being confidential shall remain confidential and be used only to carry out the Committee's activities, and cannot be used for any other purpose.

The membership of the Committee shall remain as currently established. Any modification shall be by mutual agreement.

Yours truly,

A handwritten signature in cursive script, appearing to read "Mary Incognito".

Mary Incognito  
Director – Labour Relations



February 20, 2014

John O'Dell  
National Representative  
Unifor  
5915 Airport Road  
Suite 510  
Mississauga, Ontario  
L4V 1T1

**Subject: Workload Management**

Mr. O'Dell,

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees' Collective Agreement regarding issues associated with workload management.

The Company and the Union reiterate their commitment to finding innovative and efficient ways to address employee concerns about administrative tasks and tools that inhibit their ability to fully concentrate their attention on selling.

The parties may form a joint Workload Management Committee which will include:

For the Company:

- The General Manager Sales Operations and Planning or the appropriate delegate;
- A management representative from the accountable business unit.

For the Union:

- Unifor National Representatives for Ontario and Québec;
- Representatives of the Unifor local union and bargaining committee.

The joint Workload Management Committee whose purpose shall include, but not limited to the following:

- Identifying enablers that may expedite administrative tasks;
- Act as a forum for exchange on issues related to workload;
- Meet as required to ensure continuous follow-up of issues presented to the Workload Management Committee.

The parties agree that promptly addressing and resolving workload issues will contribute to continuously improving our competitive position.

Yours truly,

A handwritten signature in black ink, appearing to read "Mary Incognito". The signature is written in a cursive style with a large, looping initial "M".

Mary Incognito  
Director – Labour Relations