COLLECTIVE AGREEMENT

BETWEEN

UNIFOR

AND

BELL CANADA

COMMUNICATIONS SALES EMPLOYEES



TABLE OF CONTENTS

Article

Page

1	Employment Equity	2
2	Definitions	2
3	Wage Administration	4
4	Seniority	6
5	Hours of Work	6
6	Holidays and Day Off With Pay	8
7	Vacations	11
8	Transfers	16
9	Sickness Absence	16
10	Leaves	17
11	Living and Transportation Expenses	20
12	Discipline	20
13	Problem Resolution and Grievances	21
14	Arbitration	23
15	Cost of Living Allowance	25

Ι

TABLE OF CONTENTS (Cont'd)

Article		Page
16	Employee Information	25
17	Validity of Agreement	25
18	Application	26
19	Deduction of Regular Dues	26
20	Employee Representatives	27
21	Notification to the Union	27
22	Health and Safety	29
23	Time Allowance	30
24	Meetings	31
25	Bargaining Procedure	32
26	Expenses	32
27	Management Rights	32
28	Workforce Adjustment	33
29	Technological Change	33
30	Benefits	33
31	Duration	34
	Witness Clause	35

П

TABLE OF CONTENTS (Cont'd)

Appendix		Page
A	List of Occupations	36

В	List of Localities	37
С	Wage Schedules	38

Memoranda of Agreement		Page
-	Appendix A – Wage schedule – Base salary increases	48
-	Appendix A – Wage schedule – Base salary increases (Inside Sales Representatives)	49
-	Change of Account Executive position to Inside Sales Representative	50
-	Employee reclassifications	51
-	Fact finding meetings	52
-	Joint labour relations committee	54
-	Managers taking live calls	56
-	Mental health	58
-	Paid educational leave	60

Ш

TABLE OF CONTENTS (Cont'd)

Memoranda of Agreement		Page
-	Reclassification Sales Associate to Sales Representative	61
-	Reclassification Sales Representative to Inside Sales Representative	62
-	Target bonus – Inside Sales Representative	63
-	Target bonus – Sales Representative	64
-	Violence or abuse in personal life	65
-	Wage protection Inside Sales Representative	66
-	Women union support advocate	67
-	Workforce adjustment	68

IV

ALPHABETICAL INDEX

	Page
Absence Due to Family or Personal	
Emergencies	74
Absence Due to Sickness or	
Quarantine	16
Adoption Leave	17
Appendix	26
 A List of Occupations B List of Localities 	36 37
- C Wage Schedules	38
Application	26
Arbitration	23
- Expedited Arbitration	24
Assignment of Tours of Duty	7
Bargaining Procedure	32
Basic Rates of Pay	4
Benefits	33
Bereavement Leave	17
Child Care Responsibilities – Leave for	17
Collective Agreement	1
Cost of Living Allowance	25
Day Off with Pay	8, 11
Deduction of Regular Dues Definitions	26 2
Direct Marketing Bonus Plan	∠ 76
Discipline	20, 27

V

	Page
Discrimination	2
Distribution Channels	81
Duration of Agreement	34
Employee – Definition	2
Employee Information	25
Employee Representatives	27
Employment Equity	2, 96
- Discrimination	2
 Workforce Diversity 	2
Ergonomic Guidelines	83
Expenses	32
- Arbitration	24
 Attending Meetings or 	
Proceedings	32
 Living and Transportation 	20
Full-time Employee	
- Definition	3
 Hours of Work 	6
Grievances (See Problem Resolution and	
Grievances)	21
Half Tour of Duty – Definition	3
Headquarters – Definition	4
Health and Safety	29
- Committees	29
 Visual Display Terminal (VDT) 	30

VI

Page

Holidays a	and Day Off With Pay	8
-	Day Off With Pay	10
-	During Vacation	12
-	Holidays	8
-	Pay for Holiday not Worked	10
-	Pay for Work on a Holiday	9
Hours of \		6
-	Assignment of Tours of Duty	7
-	Differential for off normal	7
-	Full-time Employees	6
-	Overtime	6
-	Part-time Employees	6
Leaves		17
-	Adoption Leave	17
-	Bereavement Leave	17
-	Child Care Responsibilities	17
-	Personal Days Off Paid	18
-	Personal Time Off – Direct	
	Marketing Centres	19
Letters of	Intent – Alphabetical Index	73
-	Absence due to Family or	
	Personal Emergencies	74
-	Direct Marketing Bonus Plan	76
-	Distribution Channels	81
-	Ergonomic Guidelines	83
	5	

VII

		Page
-	Sales Bonus Plan	85
-	Review Process for Disability Cases	90
-	Sales Skills, Competencies and Career Mobility Training	92
-	Unifor Humanity	
	Fund	94
-	Unifor Workplace Harassment	95
-	Workforce Diversity and	
	Employment Equity	96
-	Workload Management	98
Manage	ement Rights	32
Meeting	•	31
Meeting		• ·
-	Bargaining Representatives	31
-	Expenses Incurred	32
-	Problem Resolution and Grievances	21
-	Security Interviews	28
-	Time Allowance	30

VIII

	Page
Notification to Unifor Representative	27, 68
Notification to Company	27
Notification to the Union	4, 27, 68
 Security Interviews 	28
Occupations – List of	36
Occasional Employee – Definition	3
Overtime	6
Part-time Employee	
- Basic Rates of Pay	4
- Day Off With Pay	10
- Definition	3
- Hours of Work	6
- Pay for Holiday	9

IX

Page

Pay Days Pay for Holiday not Worked Pay for Work on a Holiday	5 10 9
Pay in Lieu of Vacation	14
Personal Days Off Paid	18
Personal Time Off – Direct Marketing	
Centres	19
- Paid	19
- Unpaid	19
Pregnant Employees, VDT	30
Probationary Employee	
- Definition	3
- Termination	21
Problem Resolution and Grievances	21
 Individual and Group Grievances 	21
- Policy Grievances	22
- Problem Resolution	21
- Time Limits	23
Promotional Pay Treatment	5
Regular Employee – Definition	3

Х

	Page
Representative(s)	
- Change in Status of	27
- Definition	3
 Notification to 	27, 68
 Notification to Company 	27
- Number of	27
Review Process for Disability Cases	90
Sales Bonus Plan	85
Sales Skills, Competencies and	
Career Mobility Training	92
Security Interviews	28
Seniority	6
Sickness Absence	16
Supplemental Pregnancy Allowance	17
Technological Change	33
Temporary Employee - Definition	3
Temporary Work Assignments	5
Time Allowance	30
Tour of Duty – Definition	3
Transfers	16, 69

XI

	Page
Vacations	11
- Entitlement	
 Year of Engage 	ement or Re-
Engagement	11
- Subsequent Ye	ars 11
- Holiday During	12
- Less than a Full Ye	ar 13
- Pay	14
- Pay in Lieu of	14
- Period	13
- Scheduled in days	13
- Schedules	13
 Sickness or Accide 	nt Prior to 13
Validity of Agreement	25
Visual Display Terminal (VDT) 30
Wage Administration	
- Basic Rates of Pay	4
- Pay Days	5
 Promotional Pay Tr 	eatment 5
- Temporary Work As	
- Wage Increases	4
- Effective Day	5
- Interval from Or	ne(1) Step to
the Next	5

XII

Page

Wage Schedules	38
Witness Clause	33
Workforce Adjustment	33, 68
Workforce Diversity and Employment Equity	2, 96
Workload Management	98

XIII

COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 27th day of March 2019

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.

- 1 -

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

- 2 -

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) "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.

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

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

(f) "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.

(g) "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.

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

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

(j) "Representative" means an employee who has been

- 3 -

elected to represent a group of employees, and whose election as such has been certified by the Union to the Company.

(k) "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 and the Team Coordinator - Consumer Market. The time interval from one (1) step to the next on the wage schedules shall be twelve (12) months for the Sales Representative, the Internal Sales Representative and the Internal Sales Representative - Wholesale.

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

- 4 -

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.

- 5 -

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.

A Temporary Part-Time employee shall be scheduled a minimum of 7.5 hours per week. A Regular Part-Time employee shall be scheduled a minimum of 15 hours per week or 30 hours per pay period.

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.

- 6 -

5.05 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 $(1\frac{1}{2})$ 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.

Differential for Work in Off-Normal Period

5.07 An employee shall be paid an amount of 75 cents for each hour, or part thereof, worked between 21 hours and midnight on any day.

A differential shall not be paid for:

(a) the period for which an employee is being paid on an overtime basis,

(b) paid absence from duty.

- 7 -

ARTICLE 6 HOLIDAYS AND DAY OFF WITH PAY

Holidays

6.01 The following shall be recognized as Company holidays:

New Year's Day
Good Friday
Easter Monday
Victoria Day
National Holiday
(June 24th -
Québec only)
Canada Day
(July 1st)

Civic Holiday (Ontario only) Labour Day Thanksgiving Day Christmas Day Boxing Day (Dec. 26th)

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.

- 8 -

(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.

- 9 -

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.

- 10 -

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:

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

- 11 -

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.

- 12 -

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.

Each employee will be allowed to schedule a maximum one week of vacation per year as individual days. Furthermore, these individual days can only be scheduled after the vacation schedule has completed its full circulation.

An employee who has selected all of his vacation entitlement in weeks may request to cancel one week of vacation and replace by the equivalent vacation in days. The approval of such requests will be at the discretion of the company and will be based upon the needs of the business.

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;

- 13 -

(b) in the years subsequent to his year of engagement or reengagement, 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.

- 14 -

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	Pay in Lieu of
Entitlement	Vacation Based
Based on	on Total Basic
Employee's	Pay for the
Net Credited	Year to which the
<u>Service</u>	<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.

- 15 -

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.

- 16 -

(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.

- 17 -

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 Inside Sales Representative or Inside Representative. Sales **Representative – Wholesale** 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.

- 18 -

Personal Time Off - Direct Marketing Centres

10.08 Personal Unpaid Days

Each employee holding a Direct Marketing Associate – **Consumer Market** or Direct Marketing Associate – Loyalty Resolution 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 1st through December 31st. 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 1st through December 31st 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.

- 19 -

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.

- 20 -

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**

- 21 -

Path 4 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.

- 22 -

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

- 23 -

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.

- 24 -

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.

- 25 -

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.

- 26 -

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.

- 27 -

21.05 The Company will also provide **monthly**, 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.

- 28 -

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) Unifor 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.

- 29 -

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.

- 30 -

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, or the date that conciliation assistance is requested, whichever is later.

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.

- 31 -

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.

- 32 -

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:

- 33 -

- 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, 2019**, except as otherwise herein provided, and shall remain in full force and effect up to and including **December 31, 2022**.

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 **Director of Labour Relations**, 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.

- 34 -

WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized Representatives this **27th day of March 2019.**

BELL CANADA	UNIFOR
Terry Deighton	Louise Giguère
Nicole Brown	Robin Dudley
Sheilah Padula	Carlos Dion
Joe Quaresima	Sonny Malholtra
Serge Thibault	Kato Nsangwa Mumba

Fazal Vankalwala

- 35 -

APPENDIX A

LIST OF OCCUPATIONS

COMMUNICATIONS SALES EMPLOYEES

Consumer Market

Direct Marketing Associate

Direct Marketing Associate - Loyalty Resolution

Team Coordinator

Business Market

Sales Representative

Inside Sales Representative

Inside Sales Representative - Wholesale

- 36 -

APPENDIX B

LIST OF LOCALITIES

Montréal

Ottawa

Toronto

Verdun

Mississauga

- 37 -

WAGE SCHEDULE WEEKLY BASIC RATES OF PAY

DIRECT MARKETING ASSOCIATE - CONSUMER MARKET /LOYALTY RESOLUTION

	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Increase	1.75%	1.75%	2.00%	2.00%
Step	Weekly Rate	Weekly Rate	Weekly Rate	Weekly Rate
1	\$596.9438	\$607.3913	\$619.5375	\$631.9283
2	\$622.6275	\$633.5250	\$646.1963	\$659.1202
3	\$709.6538	\$722.0738	\$736.5150	\$751.2453

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

- 38 -

WAGE SCHEDULE HOURLY BASIC RATES OF PAY

DIRECT MARKETING ASSOCIATE - CONSUMER MARKET / LOYALTY RESOLUTION

	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Increase	1.75%	1.75%	2.00%	2.00%
Step	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	\$15.9185	\$16.1971	\$16.5210	\$16.8514
2	\$16.6034	\$16.8940	\$17.2319	\$17.5765
3	\$18.9241	\$19.2553	\$19.6404	\$20.0332

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

- 39 -

WAGE SCHEDULE WEEKLY BASIC RATES OF PAY

TEAM COORDINATOR - CONSUMER MARKET

	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Increase	1.75%	1.75%	2.00%	2.00%
Step	Weekly Rate	Weekly Rate	Weekly Rate	Weekly Rate
1	\$791.2688	\$805.1175	\$821.2200	\$837.6450
2	\$807.8625	\$822.0000	\$838.4400	\$855.2100
3	\$862.5713	\$877.6650	\$895.2113	\$913.1213

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

- 40 -

WAGE SCHEDULE HOURLY BASIC RATES OF PAY

TEAM COORDINATOR - CONSUMER MARKET

	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Increase	1.75%	1.75%	2.00%	2.00%
Step	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	\$21.1005	\$21.4698	\$21.8992	\$22.3372
2	\$21.5430	\$21.9200	\$22.3584	\$22.8056
3	\$23.0019	\$23.4044	\$23.8725	\$24.3499

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

- 41 -

WAGE SCHEDULE WEEKLY BASIC RATES OF PAY

SALES REPRESENTATIVE

	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Increase	1.75%	1.75%	2.00%	2.00%
Step	Weekly Rate	Weekly Rate	Weekly Rate	Weekly Rate
1	\$766.0200	\$779.4263	\$795.0150	\$810.9150
2	\$803.7450	\$817.8113	\$834.1688	\$850.8525
3	\$842.8613	\$857.6100	\$874.7625	\$892.2563
4	\$891.3488	\$906.9488	\$925.0875	\$943.5900
5	\$943.2413	\$959.7488	\$978.9450	\$998.5238
6	\$997.3463	\$1014.7988	\$1035.0938	\$1055.7975
7	\$1082.5613	\$1101.5063	\$1123.5475	\$1146.0075

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

- 42 -

WAGE SCHEDULE HOURLY BASIC RATES OF PAY

SALES REPRESENTATIVE

	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Increase	1.75%	1.75%	2.00%	2.00%
Step	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	\$20.4272	\$20.7847	\$21.2004	\$21.6244
2	\$21.4332	\$21.8083	\$22.2445	\$22.6894
3	\$22.4763	\$22.8696	\$23.3270	\$23.7935
4	\$23.7693	\$24.1853	\$24.6690	\$25.1624
5	\$25.1531	\$25.5933	\$26.1052	\$26.6273
6	\$26.5959	\$27.0613	\$27.6025	\$28.1546
7	\$28.8683	\$29.3735	\$29.9610	\$30.5602

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

- 43 -

WAGE SCHEDULE WEEKLY BASIC RATES OF PAY

INSIDE SALES REPRESENTATIVE

	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Increase	1.00%	1.00%	1.00%	1.00%
Step	Weekly Rate	Weekly Rate	Weekly Rate	Weekly Rate
1	\$894.0675	\$903.0075	\$912.0375	\$921.1575
2	\$939.9225	\$949.3200	\$958.8150	\$968.4038
3	\$994.8450	\$1004.7938	\$1014.8400	\$1024.9875
4	\$1051.6163	\$1062.1313	\$1072.7513	\$1083.4800
5	\$1104.2325	\$1115.2763	\$1126.4288	\$1137.6938
6	\$1159.3838	\$1170.9788	\$1182.6900	\$1194.5175
7	\$1192.1700	\$1204.0913	\$1216.1325	\$1228.2938

Note:

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

- 44 -

WAGE SCHEDULE HOURLY BASIC RATES OF PAY

INDISE SALES REPRESENTATIVE

	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Increase	1.00%	1.00%	1.00%	1.00%
Step	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	\$23.8418	\$24.0802	\$24.3210	\$24.5642
2	\$25.0646	\$25.3152	\$25.5684	\$25.8241
3	\$26.5292	\$26.7945	\$27.0624	\$27.3330
4	\$28.0431	\$28.3235	\$28.6067	\$28.8928
5	\$29.4462	\$29.7407	\$30.0381	\$30.3385
6	\$30.9169	\$31.2261	\$31.5384	\$31.8538
7	\$31.7912	\$32.1091	\$32.4302	\$32.7545

Note:

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

- 45 -

WAGE SCHEDULE WEEKLY BASIC RATES OF PAY

	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Increase	0.00%	0.00%	0.00%	0.00%
Step	Weekly Rate	Weekly Rate	Weekly Rate	Weekly Rate
1	\$1043.0775	\$1043.0775	\$1043.0775	\$1043.0775
2	\$1105.6163	\$1105.6163	\$1105.6163	\$1105.6163
3	\$1172.3063	\$1172.3063	\$1172.3063	\$1172.3063
4	\$1242.2325	\$1242.2325	\$1242.2325	\$1242.2325
5	\$1328.3063	\$1328.3063	\$1328.3063	\$1328.3063
6	\$1404.0000	\$1404.0000	\$1404.0000	\$1404.0000

INSIDE SALES REPRESENTATIVE - WHOLESALE

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

- 46 -

WAGE SCHEDULE HOURLY BASIC RATES OF PAY

	January 1, 2019	January 1, 2020	January 1, 2021	January 1, 2022
Increase	0.00%	0.00%	0.00%	0.00%
Step	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	\$27.8154	\$27.8154	\$27.8154	\$27.8154
2	\$29.4831	\$29.4831	\$29.4831	\$29.4831
3	\$31.2615	\$31.2615	\$31.2615	\$31.2615
4	\$33.1262	\$33.1262	\$33.1262	\$33.1262
5	\$35.4215	\$35.4215	\$35.4215	\$35.4215
6	\$37.4400	\$37.4400	\$37.4400	\$37.4400

INSIDE SALES REPRESENTATIVE - WHOLESALE

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

- 47 -

APPENDIX C – WAGE SCHEDULE BASE SALARY INCREASES MEMORANDUM OF AGREEMENT

BELL CANADA

AND

UNIFOR

This is to confirm the Company's intention to increase salaries during the new collective agreement for the positions of Direct Marketing Associate, Direct Marketing Associate – Loyalty Resolution, Team Coordinator, and Sales Representative.

- 1.75% retroactive to January 1, 2019,
- 1.75% effective on January 1, 2020,
- 2.0% effective on January 1, 2021,
- 2.0% effective on January 1, 2022.

To be eligible for retroactivity to January 1, 2019, the employee must be active or on a leave of absence authorized by the Company on the date of the signing of the collective agreement.

Employees on authorized leave (short-term and long-term sick leave, child care leave, parental leave) on the date of payment of each increase mentioned above will receive their increase upon return to work.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 48 -

APPENDIX C – WAGE SCHEDULE BASE SALARY INCREASES (INSIDE SALES REPRESENTATIVE) MEMORANDUM OF AGREEMENT

BELL CANADA

<u>AND</u>

UNIFOR

This is to confirm the Company's intention to increase salaries during the new collective agreement for the position of Inside Sales Representative.

- move to step 7on January 1, 2019
- 1.0% effective on January 1, 2020
- 1.0% effective on January 1, 2021
- 1.0% effective January 1, 2022.

To be eligible for retroactivity to January 1, 2019, the employee must be active or on a leave of absence authorized by the Company on the date of the signing of the collective agreement.

Employees on authorized leave (short-term and long-term sick leave, child care leave, parental leave) on the date of payment of each increase mentioned above will receive their increase upon return to work.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 49 -

CHANGE OF ACCOUNT EXECUTIVE POSITION TO INSIDE SALES REPRESENTATIVE – WHOLESALE

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

UNIFOR

Given that there are only two remaining employees in the Account Executive position, the position will be eliminated and replaced by the new position of Inside Sales Representative - Wholesale effective upon the signing of the new collective agreement.

The two employees will have their salaries and target bonus red-circled and frozen until December 31, 2022.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 50 -

EMPLOYEE RECLASSIFICATIONS

MEMORANDUM OF AGREEMENT BETWEEN

BELL CANADA

<u>AND</u>

<u>UNIFOR</u>

It is understood that the Company will proceed with the reclassification of some Regular Part-Time status employees to Regular Full-Time status and of some Temporary Part-Time status employees to Regular Part-Time status.

It is understood and agreed that all reclassifications done under this agreement shall take place in the employee's current job and at his current work location.

To be reclassified under these provisions, the employee must meet job requirements and/or not be subject to a performance improvement plan.

Employee reclassifications must be completed no later than three months following the signature of the collective agreement.

This memorandum of agreement is not an integral part of the collective agreement.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 51 -

FACT FINDING MEETINGS

MEMORANDUM OF AGREEMENT BETWEEN

BELL CANADA

AND

UNIFOR

The above parties have agreed as follows:

Within three (3) months after the signing of the Collective Agreement, a one (1) year trial shall be introduced regarding fact finding meetings related to the potential violation of the Code of Business Conduct that could likely lead to a disciplinary measure. For the duration of the trial, the process will be as follows:

- When a Company representative conducts a fact finding meeting with an employee concerning the alleged violation of the Code of Business Conduct that could likely lead to a disciplinary measure, the Company representative shall:
 - Advise the employee and the Union Representative, in general terms, of the nature of the meeting, prior to the meeting, and;
 - Invite the Union representative to attend the meeting, unless the employee objects.
- In conducting such meetings, Company and Union representatives will perform their respective responsibilities in a professional and courteous manner with mutual respect for their counterparts.

It is understood that Union representatives, although not active participants, will have the ability to ask questions for clarification purposes but shall, in no way, disrupt the investigation process.

The Company and the Union shall meet quarterly to review the results and make recommendations as appropriate.

A final assessment by the parties to determine if the process described herein will be maintained for the duration of the Collective Agreement shall be conducted in a fair and reasonable manner at the end of the

- 52 -

trial. However, should there be, in the Company's opinion, disruptions to the meetings, this Memorandum of Agreement may be rescinded by the Company upon 30 days' notice to the Joint Labour Relations Committee.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 53 -

JOINT LABOUR RELATIONS COMMITTEE

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

UNIFOR

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 up to **four (4)** Company representatives (including the Chief Negotiator or their delegate), **four (4)** Union representatives **and two (2) National**. 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 the job postings related to positions covered by the collective agreement;
- Review and discuss the duties, roles and responsibilities of job profiles covered by the collective agreement;
- The review of staffing issues such as reclassifications, full-time opportunities, hiring, etc.
- Planning and seniority matters related to scheduling, such as vacation allotments, days off, overtime, etc.,
- Scheduling, such as vacation allotments, days off, overtime, etc., as well as improvements to other operational and workforce management issues.

- 54 -

Topics related to the sales bonus program must first be discussed at the sales bonus committee. If additional discussion is required, sales bonus items can be forwarded to the JLRC with sufficient advanced notice.

Other topics may be brought forth for discussion by mutual agreement of the parties.

The parties agree that reasonable expenses incurred by two (2) Union representatives, which are necessary for their work on the Committee, shall be reimbursed by the Company, according to its practices.

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.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 55 -

MANAGERS TAKING LIVE CALLS

MEMORANDUM OF AGREEMENT BETWEEN

BELL CANADA

AND

UNIFOR

In light of the Company's objective to enhance the coaching and success of employees, the parties agree that the leadership team of employees covered by the Communication Sales bargaining unit needs to understand the opportunities associated with each call.

As such, the parties agree that it is in their common interest that managers (CP2 to CP4) take live calls during one (1) hour every month. The hour can be in one (1) increment of 60 minutes or two (2) increments of 30 minutes.

The management team will then determine coaching opportunities for the employees as well as potential process improvement opportunities. Process improvement opportunities will be reviewed with the Union should they impact employees' working conditions.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 56 -

MENTAL HEALTH

MEMORANDUM OF AGREEMENT BETWEEN

BELL CANADA

<u>AND</u>

UNIFOR

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

Given Bell Canada's leadership in the area of Mental Health, Bell Canada and Unifor recognize the importance of ensuring a workplace culture which promotes and improves the mental health of all employees in the workplace. Bell Canada and Unifor have a common interest in promoting and enhancing a working relationship consistent with the principles of the Bell Let's Talk initiative.

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

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 57 -

OUTSOURCING / CONTRACTING OUT

MEMORANDUM OF AGREEMENT BETWEEN:

UNIFOR

<u>AND</u>

BELL CANADA

Bell Canada is evolving in a very competitive marketplace and the parties recognize that in order to remain successful, Bell Canada needs to manage its business in the most efficient manner. The parties agree that, amongst other things, efficiency requires flexibility in the workforce, the assignment of work and Bell's ability to assign employees according to customer and business needs.

It is understood that Bell Canada has the right to outsource or contract out any of the work normally performed by employees included in the Communications Sales Employees bargaining unit at any time and under its own terms, subject to the present Memorandum of Agreement.

The Company's preference is to maintain employment internally. In light of this, the intent of this Memorandum of Agreement is to open the dialogue between the parties to discuss different measures of job security for existing Regular Bell Canada employees in the Communications Sales Employees bargaining, in the event that Bell Canada decides to outsource or contract out any of the work normally performed by employees included in that bargaining unit.

The parties agree that before Bell Canada outsources or contracts out any work normally performed by employees in the Communications Sales Employees bargaining unit, the Company shall meet with the Union's National representative and impacted Local Presidents to discuss, review and exchange on issues associated with outsourcing or contracting out.

The objective of these meetings is to allow the parties to work together to try to strike the right balance between the interests of the customers, the Company and the employees, with respect to outsourcing or the use of subcontractors. The purpose will also be to consider how it can be avoided that, as a direct result of the outsourcing or contracting out of any work usually performed by employees in the Communications Sales Employees bargaining unit, regular employees are laid off.

- 58 -

In the event that parties still disagree after consulting on the outsourcing of work or the use of subcontractors, the parties acknowledge that Bell Canada will have full flexibility to proceed with the outsourcing or contracting out the work usually performed by employees in the Communications Sales Employees Collective Agreement.

In the event that Regular employees are declared surplus by the Company as a result of an outsourcing or contracting out initiative, the Memorandum of Agreement Workforce Adjustment will apply.

The parties agree that in situations where any differences concerning the interpretation or application of this Memorandum of Agreement arise, Unifor can file a grievance that shall be processed through expedited arbitration. The matter shall be heard by an arbitrator on a date mutually agreed to by the parties.

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 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 59 -

PAID EDUCATIONAL LEAVE

MEMORANDUM OF AGREEMENT BETWEEN

BELL CANADA

<u>AND</u>

UNIFOR

Effective January 1, 2019, the Company agrees to pay into a special fund an amount of two cents (\$0.02) per hour for regular hours to provide for a Unifor Paid Education Leave (PEL) program. Effective January 1, 2021 the amount shall be increased to three (\$0.03) cents per hour.

Such payment will be remitted on a regular basis into a trust fund established by Unifor effective from the date of ratification. Payments will be sent by the Company to the following address:

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

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

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 60 -

RECLASSIFICATIONS OF SALES ASSOCIATES TO SALES REPRESENTATIVES

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

UNIFOR

Given that the Company's plans to exit the Gateways/Equipment market for this sales structure, it is understood that the remaining eight (8) employees in Sales Associate position will be transferred to Sales Representative positions effective upon signing of the new collective agreement.

The employees will be placed on salary progression on the Sales Representative wage schedule as agreed to by the Company and Union during bargaining. The employees will also be eligible for the new target sales bonus (40%) associated with the Sales Representative position.

It is understood and agreed that these reclassifications do not constitute job openings as defined in the Collective Agreement. All reclassifications performed under this agreement shall take place at the employee's current work location.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 61 -

RECLASSIFICATIONS OF SALES REPRESENTATIVES TO INSIDE SALES REPRESENTATIVES

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

UNIFOR

Given the Company's sales structure, it is understood that eleven (11) employees in Sales Representative positions will be transferred to Inside Sales Representative positions effective upon signing of the new collective agreement.

All of these employees, except the two identified as having their base salary protected, will be placed on salary progression on the Inside Sales Representative wage schedule as agreed to by the Company and Union during bargaining.

All employees listed above will see a phased in reduction of their target bonus rate under Sales Bonus Plan to align with the Inside Sales Representative position. Their target bonus will be 48.75% in 2019, 47.50% in 2020, 46.25% in 2021, and 45.00% in 2022.

It is understood and agreed that these reclassifications do not constitute job openings as defined in the Collective Agreement. All reclassifications performed under this agreement shall take place at the employee's current work location.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 62 -

TARGET SALES BONUS INSIDE SALES REPRESENTATIVE POSITION

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

UNIFOR

The target sales bonus has increased from 40% to 45% for the position of Inside Sales Representatives in order to better align the total compensation with the marketplace.

The employees, who are not wage protected and who occupy the position of Inside Sales Representatives as of the signing of the new collective agreement, will see an increase in their target bonus rate under Sales Bonus Plan. Their target bonus will be 42% in 2019, 43% in 2020, 44% in 2021 and 45% in 2022.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 63 -

TARGET SALES BONUS SALES REPRESENTATIVE POSITION

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

UNIFOR

The target sales bonus has decreased from 49.95% to 40% for the position of Sales Representatives in order to better align the total compensation with the marketplace.

The employees, who are not wage protected and who occupy the position of Sales Representatives as of the signing of the new collective agreement, will see a gradual decrease in their target bonus rate under Sales Bonus Plan. Their target bonus will be 47.5% in 2019, 45.0% in 2020, 42.5% in 2021 and 40% in 2022.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 64 -

VIOLENCE OR ABUSE IN PERSONAL LIFE

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>UNIFOR</u>

The Company recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company agrees, when there is adequate and timely verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by the provisions of article 9 will be granted as absence with pay, up to a maximum of five (5) days per calendar year.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 65 -

WAGE PROTECTION INSIDE SALES REPRESENTATIVE POSITION

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

UNIFOR

The parties acknowledge that on March 8, 2010, the new position of Internal Sales Representative was created and included in Appendix A of the Communication Sales Employees collective agreement.

There are eight (8) former Account Executives who still hold the position of Internal Sales Representative.

These eight (8) employees will have their base salary wage protected until December 31, 2022.

Seven (7) of these employees will see a reduction of their target bonus rate under Sales Bonus Plan to align with the Inside Sales Representative position. Their target bonus will be 42% in 2019, 43% in 2020, 44% in 2021, and 45% in 2022.

The eighth employee will see an increase in their target bonus rate under Sales Bonus Plan to align with the Inside Sales Representative position. Their target bonus will be 42% in 2019, 43% in 2020, 44% in 2021 and 45% in 2022.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 66 -

WOMEN UNION SUPPORT ADVOCATE

MEMORANDUM OF AGREEMENT BETWEEN

BELL CANADA

<u>AND</u>

UNIFOR

The parties agree as follows:

1. Women, from the Communication Sales Employees bargaining unit facing situations of domestic violence or abuse may confer with a Women Union Support Advocate who can direct the employee towards the appropriate support mechanisms. The time required for the Women's advocate to carry out their role will be paid by the company.

2. The Company and the Union shall agree on reasonable guidelines within 30 days following the signing of this Memorandum of Agreement.

3. The number of Women Union Support Advocates shall not exceed three (3). Two (2) will be located in Ontario and one (1) in Quebec.

4. The company will ensure that Women's advocates will be afforded the time off required for training which will be paid by the Union.

Signed at Montréal on the 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 67 -

<u>WORKFORCE ADJUSTMENT</u> <u>MEMORANDUM OF AGREEMENT BETWEEN:</u> <u>BELL CANADA</u> <u>AND</u>

<u>UNIFOR</u>

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.

- 68 -

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:

- 70 -

• 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 27th day of March 2019.

FOR BELL CANADA

FOR UNIFOR

Terry Deighton

Louise Giguère

- 71 -

ATTACHMENT A

TERMINATION ALLOWANCE

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

Net Credited ServiceNumber of Weekson Date of Terminationat Basic Weekly Rate		
on Date of Termination Less than 1 year 1 yearbut less than 2 years 2 yearsbut less than 3 years 3 yearsbut less than 4 years 4 yearsbut less than 5 years 5 yearsbut less than6 years 6 yearsbut less than7 years 7 yearsbut less than8 years 8 yearsbut less than9 years 9 yearsbut less than10 years	at Basic Weekly Rate* 0 3 weeks 4 weeks 5 weeks 6 weeks 7 weeks 8 weeks 9 weeks 10 weeks 11 weeks 13 weeks	
 10 yearsbut less than11 years 11 yearsbut less than12 years 12 yearsbut less than13 years 13 yearsbut less than14 years 14 yearsbut less than15 years 15 years and more 	14 weeks 14 weeks 15 weeks 16 weeks 17 weeks 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.

- 72 -

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

Absence due to Family or Personal Emergencies74Direct Marketing Bonus Plan76Distribution Channels81Ergonomic Guidelines83Sales Bonus Plan85Review Process for Disability Cases90
Distribution Channels81Ergonomic Guidelines83Sales Bonus Plan85
Ergonomic Guidelines83Sales Bonus Plan85
Sales Bonus Plan 85
Review Process for Disability Cases 90
Sales Skills, Competencies and Career Mobility Training92
Unifor Humanity Fund 94
Unifor Joint Workplace Harassment Policy 95
Workforce Diversity andEmployment Equity96
Workload Management 98

- 73 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Absence due to Family or Personal Emergencies

Mrs. Giguère,

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.

- 74 -

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,

Terry Deighton Senior Consultant – Labour Relations

- 75 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Direct Marketing Bonus Plan

Mrs. Giguère,

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,

- 76 -

- 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, and February) to review results and discuss issues associated with the Sales Bonus Plan. The February meeting will be held to discuss the 4th 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.

- 77 -

Job Title	Ste	2019	2020	2021	2022
	р				
Direct	1	10.10%	10.10%	10.10%	10.10%
Marketing Associate - Consumer	2	15.34%	15.34%	15.34%	15.34%
Market	3	23.73%	23.73%	23.73%	23.73%
Direct Marketing Associate - Consumer Market – Loyalty Resolution	All	23.73%	23.73%	23.73%	23.73%
Team Coordinator Consumer Market	All	23.73%	23.73%	23.73%	23.73%

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, **after discussion with the union representative**.

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:

- 78 -

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;

- 79 -

• 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 cannot 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,

Terry Deighton Senior Consultant - Labour Relations

- 80 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Distribution Channels

Mrs. Giguère,

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

- 81 -

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,

Terry Deighton Senior Consultant – Labour Relations

- 82 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Ergonomic Guidelines

Mrs. Giguère,

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.

- 83 -

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,

Terry Deighton Senior Consultant – Labour Relations

- 84 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Sales Bonus Plan

Mrs. Giguère,

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 Representative;
- Inside Sales Representative;
- Inside Sales Representative Wholesale.

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.

- 85 -

For the Union:

- One (1) Unifor National Representative for Ontario and/or Québec
- One (1) Representative of the Sales 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 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 4th 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.

- 86 -

	% of Base Salary at Target					
Job Title		2019	2020	2021	2022	
Sales Representative		40.00%	40.00%	40.00%	40.00%	
Inside Sales Representative		45.00%	45.00%	45.00%	45.00%	
Inside Sales Representative - Wholesale		58.33%	58.33%	58.33%	58.33%	

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, **after discussion with the union representative**.

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 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 :

- 87 -

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

- 88 -

process with the CP5 Manager. The CP5 review and decision is final. This complaint does not constitute a grievance and therefore cannot 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,

Terry Deighton Senior Consultant - Labour Relations

- 89 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Review Process for Disability Cases

Mrs. Giguère,

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 administrator of the Company's short term disability program.**

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 to 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

- 90 -

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,

Terry Deighton Senior Consultant - Labour Relations

- 91 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Sales Skills, Competencies and Career Mobility Training

Mrs. Giguère,

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.

- 92 -

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.

<u>Eligibility</u>

- 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,

Terry Deighton Senior Consultant - Labour Relations

- 93 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Unifor Humanity Fund

Mrs. Giguère,

This will confirm our understanding related to the Unifor Humanity Fund reached during bargaining for the renewal of the Communication Sales Employees' Collective Agreement.

The Unifor Humanity Fund will be added to the list of charities that are part of the Employee Giving Program.

Yours truly,

Terry Deighton Senior Consultant – Labour Relations

- 94 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Unifor Joint Workplace Harassment Policy

Mrs. Giguère,

This confirms our agreement reached during the negotiations for the renewal of the Bell Canada Communication Sales Employees' Collective Agreement regarding Unifor's Joint Workplace Harassment Policy.

Unifor will present their Joint Workplace Harassment Policy at a Joint Labour Relations Committee within 6 months of the signing of the Collective Agreement.

Unifor will inform the Company at least 30 days prior to the scheduled JLRC of their intention to do the presentation and will provide the names of any additional Unifor representatives who will attend the presentation.

The Company will invite representatives of the Mental Health, Workplace Practice and Disability Management team to attend the presentation.

Yours truly,

Terry Deighton Senior Consultant – Labour Relations

- 95 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Workforce Diversity and Employment Equity

Mrs. Giguère,

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;

- 96 -

- 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,

Terry Deighton Senior Consultant – Labour Relations

- 97 -



Louise Giguère National Representative Unifor 565, boul. Crémazie, Est, Bureau 10100, Montréal, QC, H2M

Subject: Workload Management

Mrs. Giguère,

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;

- 98 -

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,

Terry Deighton Senior Consultant – Labour Relations

- 99 -