

COLLECTIVE AGREEMENT

BETWEEN

**CANADIAN TELECOMMUNICATIONS
EMPLOYEES' ASSOCIATION**

AND

BELL CANADA

RECEIVED
**CLERICAL AND
ASSOCIATED EMPLOYEES**
SEP 26 2002



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COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 17th day of June 2002 BETWEEN:

CANADIAN TELECOMMUNICATIONS EMPLOYEES' ASSOCIATION, the duly certified bargaining agent, hereinafter referred to as the "Association",

OF THE FIRST PART:

- and -

BELL CANADA, hereinafter called the "Company",

OF THE SECOND PART.

WHEREAS, by notice dated the 25th day of February, 2002 the Association requested the Company to enter into negotiations with a view to the completion of a collective agreement, replacing the Collective Agreement dated the 30th day of August, 1998:

- (a) To establish the rates of pay, hours of work and other working conditions for such of the employees as are employed in any of the occupations listed in Appendix A,
- (b) To establish a procedure for final settlement without stoppage of work, on application of either party, of differences concerning the interpretation, application,

administration or alleged violation of any of the provisions of this Agreement; and

WHEREAS, in pursuance of the above request, negotiations between the parties in good faith have resulted in this Collective Agreement;

NOW THEREFORE, this Agreement witnesseth that the parties hereto agree as follows:

ARTICLE 1 APPLICATION

1.01 The Company agrees to recognize the Association as the sole collective bargaining agent for employees covered by this Agreement.

1.02 Where the Company adds a new occupation to the bargaining unit, Appendix A shall be deemed to be amended to include that new occupation upon notification to the Association.

ARTICLE 2 DISCRIMINATION

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

2.02 The Company and the Association 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, 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. The parties also agree that no employee should be subjected to sexual harassment.

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

ARTICLE 3 DEFINITIONS

3.01 For purposes of this Agreement,

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

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

- (b) **“Regular Employee”** means an employee whose employment is reasonably expected to continue 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 a Part-time employee who is engaged on the understanding that the period of employment is not expected to exceed three (3) years.

The working conditions outlined in Appendix E apply to a Temporary employee with less than six (6) months of net credited service.

- (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 a person 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. When the first of these two (2) terms is completed, the employee will

no longer be considered a probationary employee.

- (h) **“Basic Hours of Work”** means the basic hours of work per day and the basic days of work per week as provided in Article 24 for Full-time employees.
- (i) **“Scheduled Work Week”** means the scheduled tours of duty comprising the basic hours of work for the week.
- (j) **“Tour of Duty”** means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which she has been advised in advance.
- (k) **”Half Tour”** means one-half the duration of a tour of duty,
- (l) **“Day Period”** means the period of time between 6:00 A.M. and 7:00 P.M. on any day.
- (m) **“Off-normal Period”** means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day.
- (n) **“Day Tour”** means a tour of duty all of which falls within the Day Period.
- (o) **“Off-normal Tour”** means a tour of duty all or a portion of which falls within the Off-Normal Period.

- (p) “Representative” means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Association to the Company.
- (q) “Headquarters” means a locality listed in Appendix B in or from which an employee normally works.

ARTICLE 4 DEDUCTION OF REGULAR DUES

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

4.02 *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.

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

4.04 The amount of regular Association 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 Association.

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

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

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

ARTICLE 5 EMPLOYEE AND ASSOCIATION INFORMATION

Employee Information

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

Association Information

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

ARTICLE 6
NOTIFICATION TO ASSOCIATION

6.01 The Company agrees to supply at the end of each pay period, to designated Officers of the Association, the names and relevant information supporting the **deduction** of Association dues for all employees who were eligible for membership in the Association at any **time** during the period for which the information is supplied. The Company will also provide any additional information mutually agreed to by the parties and listed in applicable Company practices.

6.02 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.

6.03 (a) Subject to **the** provisions of Section 6.04, the Company agrees to give as much prior notice as circumstances permit to the Representative of the employee concerned of any contemplated written reprimand or written warning, dismissal, suspension or demotion.

(b) When a meeting is conducted to announce a disciplinary measure as described in Section 15.01 to an employee, it is agreed that the Representative of the Association may attend the meeting, where the **employee** concerned consents.

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

ARTICLE 7
EMPLOYEE REPRESENTATIVES

7.01 The number of Representatives shall not exceed 425. The Association agrees to notify the Company in writing of the name of each Representative and of the Company operating unit in which she acts as a Representative. A Representative shall not act as such during working time until *the* Company has been notified in writing of her election.

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

ARTICLE 8
TIME ALLOWANCE

8.01 The Company agrees that:

- (a) An employee who has, or **believes** she has a grievance may confer with her Representative or with management during her 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 her immediate manager, 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 representatives **of** the Company on behalf of the Association, during her 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 her immediate manager, subject to service requirements, for **all** time off the **job** required for the **above** purposes.

8.02 (a) A District President of the Association **may** attend *pre-bargaining* meetings held **by** the **Association** to prepare **for** bargaining with the Company, 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 five (5) days from her regularly scheduled tours of duty, provided that the Company is given the name of the District

President 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 District Presidents **calculated** together shall not exceed **270** days.

8.03 An authorized bargaining Representative of the Association **may** have time off **from work** during her 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**.

8.04 (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 Association during scheduled working hours, **provided that each Representative must** arrange with her immediate manager, 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 Association, at her basic **rate of pay for all time**

off without pay to attend to other business of the Association. Any amount so paid by the Company will be billed to the Association, 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 Association, in excess of five (5) days, must be submitted to ~~the~~ Representative's immediate manager at least 21 days prior to the date requested for the commencement of the time off without pay.

ARTICLE 9 MEETINGS

9.01 Meetings between the authorized bargaining Representatives of the Association and the designated bargaining Representatives of the Company shall ~~be~~ held as required, on reasonable notice by either party.

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

ARTICLE 10 BARGAINING PROCEDURE

10.01 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 Association **on** the one hand and the **designated** bargaining Representatives of the Company **on** the other.

10.02 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 Association 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 11 EXPENSES

11.01 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 12 MANAGEMENT RIGHTS

12.01 The Company has the exclusive right **and** power to manage its operations in all respects and **in** accordance with its commitments and responsibilities to the public, to

conduct its business **efficiently** and to **direct** the working forces and, without limiting the generality of the foregoing, it has the exclusive right **and** power to hire, promote, transfer, **démote** or **lay-off** employees, and to **suspend**, discharge **or** otherwise discipline **employees**. The Company **agrees** that any **exercise** of these rights and powers shall not contravene the provisions of this Agreement.

ARTICLE 13 HEALTH AND SAFETY

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

13.02 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 Association regarding the health and safety of **employees**.

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

Health and Safety Committees

13.04 (a) The Corporate Health and Safety Committee is composed of one (1) CTEA Vice-President *designated* by the Association 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.

13.05 The Local Health and Safety Committees are composed in equal numbers of employees and managers of the Company.

13.06 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 13.04 (b) shall mean the powers and obligations of Work Place Health and Safety Committees found in Part II of the Canada Labour Code.

13.07 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.

ARTICLE 14
LEAVE FOR EMPLOYEES WITH CHILD CARE
RESPONSIBILITIES

14.01 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 Association.

14.02 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,

ARTICLE 15
DISCIPLINE

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

15.02 All disciplinary measures referred to in Section 15.01, shall be removed from an employee's record no later than two (2) years, after they have been imposed.

15.03 Notwithstanding Section 15.01, the Company retains the right to terminate the employment of a probationary employee who is **found by the Company to be unsuitable.**

ARTICLE 16 GRIEVANCES

16.01 (a) The parties to this Agreement are committed to promptly resolving any differences between the Association and the employees it represents and the immediate manager. The parties agree that the employee's Representative, or a Representative designated by the Association, **and** the manager of the employees ~~should~~ try to resolve the differences prior to a grievance being filed in **accordance with the provisions of this Article.** The employee concerned may attend this ~~meeting~~, **if she** so desires.

(b) Grievances of an individual employee or groups of employees shall be handled by the Association at the request **of the employee or employees,** and shall be processed in accordance with Sections 16.03 to 16.15 inclusive. Each grievance shall be presented to the Company within 42 calendar days from the **occurrence on** which **such** grievance is based.

16.02 All grievances shall be submitted in writing on a standard 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, unless the grievance relates to a matter not covered by this Agreement.

Individual and Group Grievances

Step 1

16.03 Where a grievance is handled by the Association at the request of the employee(s), the Representative of the employee(s) or a Representative designated by the Association, shall attempt to settle the grievance with the Contribution Path (CP3) manager having jurisdiction over the grievor(s) or another designated manager. The manager shall have seven (7) calendar days following the presentation of the grievance in which to render a decision orally. The manager shall sign the grievance and enter the date a decision was rendered.

step 2

16.04 Where a grievance has not been settled at Step 1, it shall be submitted by the District President or a

Representative designated by the Association to the CP4 manager having jurisdiction over the grievor(s), or his designate, within 21 calendar days of the disposition of the matter at Step 1. The **manager shall have 21** calendar days following the presentation of **the** grievance in which to render a decision. The manager shall present the **reasons** for **his** decision in writing to the Association.

Step 3

16.05 (a) (1) Where a grievance concerning **the** interpretation, administration, application or alleged violation of a provision of the Agreement has not been settled at Step 2, the grievance shall, if so desired by the Association, be discussed at a meeting of the **Grievance Committee**. Each party will designate its representatives on this Committee.

(2) Notice requesting a meeting of the Grievance Committee shall be given by the Association to the Director of Industrial Relations, or to his designate, within the 42 calendar days following disposition of the matter at Step 2. The Company members of the Grievance Committee shall have 42 calendar days following presentation of the **grievance** in which to render a decision. The Grievance Committee shall present the reasons for its decision in writing to the Association.

(b) (1) Where a grievance, other than one described in Subsection 16.05 (a) (1), has not been settled at Step 2, it shall, if so desired by the Association, be

submitted by a Representative designated by the Association, to the CP5 manager or his equivalent, within 42 calendar days of the disposition of the matter at Step 2. The CP5 manager, or his equivalent, shall have 42 calendar days following presentation of the grievance in which to render a decision.

(2) The CP5 manager, or his equivalent shall present the reasons for his decision in writing to the Association. This shall constitute the final resolution of any grievance submitted under Subsection 16.05 (b) (1).

16.06 Where within a Department a level of management mentioned in this Article does not exist, the Representative designated by the Association will present the grievance at the next step of the grievance procedure. Under no circumstances shall a grievance be submitted to a manager at a level higher than that of a CP5 manager.

Dismissal

16.07 In the case of a dismissal, the matter may be referred directly to Step 2 of the grievance procedure as provided in Section 16.04. In such a case, the grievance shall be presented within 42 calendar days from the occurrence on which such grievance is based.

Policy Grievances

16.08 If the interests of the Association 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 Association may file a grievance directly to the CP4 manager involved. Such **grievance** shall be identified as a Policy Grievance and shall be submitted by the District President from that district and signed on behalf of the Association. That manager shall have 21 calendar days following the presentation of the grievance in which to render a decision. The manager shall **present the** reasons for his decision in writing to the Association.

A Policy **Grievance may also** be submitted in accordance with the provisions of Subsection **16.09 (b) where** it **concerns** a matter of broader application than a district.

16.09 (a) If a Policy Grievance has not been settled as provided under the **provisions of** Section **16.08**, it **shall be** submitted **by** an Officer of the Association to the CP5 manager, or equivalent, within 42 calendar days of the disposition of the matter **under** Section **16.08**. That manager **shall** have 42 **calendar** days following the presentation of the grievance in which to render a decision. The manager shall present the reasons for his decision in writing to the Association.

(b) A **Policy** Grievance of **broader** application than a district may be signed **and** submitted by an Officer of **the** Association directly to the CP5 manager, or equivalent. That manager shall have 42 calendar days following the presentation of the grievance **in** which to **render** a decision.

The manager shall present the reasons **for** his decision in writing to the Association.

16.10 Where a Policy Grievance has not been settled as provided under the provisions of Section 16.09, the grievance shall be processed in accordance with the provisions of Subsection 16.05 (a).

16.11 The Company may file a grievance at Step 3 of the grievance procedure. Such grievance shall be filed by the Director of Industrial Relations, or by his designate. For purposes of Company grievances, the provisions of Section 16.05 will be read and **construed** with necessary changes.

Time Limits

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

16.13 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**.

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

General

16.15 Where a grievance is being handled by a Representative of the Association, the Company will not endeavour to settle the difference 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.

16.16 The right of an individual employee or groups of employees to settle their grievances personally with the management of the Company through the regular supervisory channels, up to and including the CP5 manager, or equivalent, is not restricted by this Agreement, except where such grievance is being handled, or has been handled, by the Association.

ARTICLE 17 ARBITRATION

17.01 Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Association 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 Subsection 16.05 (a), 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.

17.02 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 10 calendar days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Canada, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

17.03 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.

17.04 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.

17.05 The parties shall each bear one-half 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.

17.06 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.

ARTICLE 18 FORCE ADJUSTMENT

18.01 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 Association as to whether a plan of part-timing, lay-offs or a combination of the two shall be put into effect.

18.02 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 Association, the Company may

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

18.03 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 19 TECHNOLOGICAL CHANGE

19.01 The parties agree that they will continue the system 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 20 RATES OF PAY

20.01 The parties agree that the Profile Plan of job evaluation affords an acceptable method for establishing

the relative worth of Clerical and Associated occupations. Clerical and Associated occupations shall be jointly rated by the **Company and** the Association in accordance with the Profile Plan.

20.02 The basic rates of pay corresponding to the salary groups into which Clerical and Associated occupations listed in **Appendix A** are classified, are set forth in **Appendix C**. The **basic rates of** pay for clerical and associated occupations other than those listed in Appendix A shall be determined by the Company after review with the Profile joint Committee.

20.03 The 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 rates of pay hereby established.

ARTICLE 21 WAGE ADMINISTRATION

Wage Increases

21.01 Except as otherwise provided in Appendix C of this **Agreement**, the time interval from one **step** to the next on the salary groups shall be 12 months.

21.02 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.

21.03 Wage increases shall *be* granted on the basis of satisfactory performance as determined by the Company, and may be granted at intervals specified in the salary groups in Appendix C, or be deferred for a period determined by the Company, Where an increase is deferred, the employee concerned and the Representative of the Association shall be informed of the reasons *for* such action. Increases and decreases in the basic rates of pay shall not be made effective while an employee is absent due to leave, accident, sickness or quarantine.

21.04 The effective day for an increase shall be the first day of the bi-weekly pay period closest to the first day of the month.

Promotional Pay Treatment

21.05 Where an employee is promoted, the rate of pay on promotion shall be the rate on the salary group of the new job which corresponds with the employee's salary group step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the salary group of the new job. However, the number of months so accumulated is limited to the time interval to reach the next step of the salary group as

outlined in Appendix C of this Agreement.

Temporary Work Assignments

21.06 Where an employee is temporarily assigned to a job in a higher salary group for one (1) week or longer, pay treatment for the period of such temporary assignment shall be in accordance with Section 21.05.

Higher Rates of Pay

21.07 Under certain conditions, of which the Association shall be notified, higher rates than those called for by the salary groups filed with this Agreement may be paid by the Company to individual employees, where in the Company's Judgment such rates are appropriate.

Pay Days

21.08 An employee shall be paid every alternate Wednesday at her basic rate of pay for the two-week (2) period ending the Saturday previous to the pay day; and for overtime work and other additions in pay for the two-week (2) period preceding the period for which the basic rate is paid. Pay will be adjusted for unpaid absences which occurred during such earlier two-week (2) period. Upon conversion to SAP, Section 21.08 shall become void.

21.09 The last pay day scheduled on a Wednesday will be October 23, 2002. Starting on November 8, 2002, an

employee shall be paid through direct deposit every alternate Friday an amount including her 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 two-week (2) period.

ARTICLE 22 DIFFERENTIAL AND PREMIUM PAY

Differential for Work In Off-Normal Period

22.01 (a) Where an employee is required to work an off-normal tour, she shall be paid a differential of 60 cents for each hour, or part thereof, which falls within the off-normal period.

(b) In addition to the payment received under Subsection 22.01 (a), an employee shall be paid an amount of 60 cents for each hour, or part thereof, worked between 12:01 A.M. and 5:59 A.M. on any day.

22.02 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,

Premium Pay for Change In Tour of Duty

22.03 (a) If an employee is given less than six (6) days notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.

(b) If a Part-time employee is given less than six (6) days notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is short of the six (6) day notice requirement.

(c) If a Part-time employee has not been given 48 hours notice of the cancellation or reduction of her scheduled hours on any day, she shall be paid at her basic rate of pay, for half of the number of hours so scheduled for that day but cancelled by management.

22.04 Where the change in tour is made at the employee's request, she shall be paid on a *straight time* basis.

22.05 Where the change in tour is made in accordance with Section 24.05, no premium shall apply for the change in tour.

Premium Pay for Consecutive Saturdays Worked

22.06 An employee who is scheduled to work five (5) **days per week, or ten (10) days** over a two (2) week period, and who, at the direction of the **Company**, works at **least one-half day (3 ¾ hours)** on **each** of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra **for** the time worked between midnight Friday **and** midnight Saturday on **the second** and subsequent consecutive Saturdays so worked.

22.07 This premium shall **not** be included in wage **payments for paid absence** from duty, **or** for any time **for** which an **employee** is receiving a rate of pay which, exclusive of tour differentials, is higher than her basic rate of pay.

Sunday Premium Pay

22.08 An employee who is required to work a scheduled **tour, any period of which falls between** midnight Saturday **and** midnight Sunday, shall be paid **Sunday Premium Pay**. **Sunday Premium Pay** is one-half time extra for the **time** worked in this period except that where **the employee has not been given 48 hours notice** of such work she shall be paid double time for all time worked up to the basic hours of work **for that day**.

22.09 This premium shall not be included in wage payments **for** paid absence from duty, **or** for any time for which an employee is **receiving a rate of pay which,**

exclusive of the differentials provided in Section 22.01, and the special compensation provided in Section 22.10, is higher than her basic rate of pay.

Christmas Eve and New Year's Eve - Special Compensation

22.10 Where an employee is required to work on Christmas Eve or New Year's Eve, she shall be paid straight time extra for time worked between the hours of 6:00 P.M. and 12:00 Midnight.

ARTICLE 23 SENIORITY

23.01 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 her, to the extent that in its Judgment circumstances will permit, having due regard to Company operations.

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

ARTICLE 24 HOURS OF WORK

Full-time Employees

24.01 The basic hours of work per day for a Full-time employee shall be 7 ½ hours,

24.02 The basic hours of work per week for a Full-time employee shall be 37 ½ hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 75 hours,

Part-time Employees

24.03 The hours of work for employees who are scheduled to work for less than the basic hours shall be determined by the Company.

Arrangement and Assignment of Tours of Duty

24.04 A tour of duty may be scheduled on any day of the week depending on the requirements of the job.

24.05 (a) Where a Full-time employee is required to work on a Sunday, and works her basic hours for that day, whether on a scheduled or non-scheduled basis, such tour of duty shall be considered as part of her scheduled work week.

(b) Where a Part-time employee is required to work on a Sunday, and works a tour of duty on that day, whether on a scheduled or non-scheduled basis, such tour of duty shall be considered as part of her scheduled work week.

For the purpose of this Subsection, "tour of duty" means the period of time, not exceeding the basic hours of work per day, which a Part-time employee is required to work.

24.06 The starting and ending times for all tours of duty shall be determined by the Company.

24.07 An employee shall be assigned to her tours of duty by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.

Meal Period

24.08 The meal period for an employee shall not exceed one (1) hour.

24.09 A 20 minute meal period shall be counted as time worked where an employee is required to work

- (a) all or a portion of her regularly scheduled tour of duty in an off-normal period, or
- (b) in the day period on Sunday, if Sunday is included in her scheduled work week, or

- (c) in the day period on a holiday, if the holiday is included in her scheduled work week.

ARTICLE 25
OVERTIME

Overtime Payments, Full-time and Part-time Employees

25.01 For a Full-time employee overtime means the time worked:

- (a) in addition to 7 ½ hours of work on any day, or
- (b) on a day outside her scheduled work week.

25.02 For a Full-time employee payment for overtime work shall *be* made:

- (a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked;
- (b) for overtime worked in excess of four (4) hours in one (1) week, at the employee's hourly rate multiplied by two (2) times the hours worked.

25.03 A Part-time employee shall be paid on a straight time basis for all time worked:

- (a) *on any given day, until she has worked the basic hours of work per day (7 ½ hours), or*
- (b) *in a given week, until she has worked the basic hours of work per week (37 ½ hours).*

Time worked in excess of the basic hours of work specified above shall be paid on an overtime basis.

25.04 For a Part-time employee payment for overtime worked shall be made:

- (a) *at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked, or*
- (b) *at the employee's hourly rate multiplied by two (2) times the hours worked for overtime worked in excess of four (4) hours in one (1) week, provided the employee has worked the basic hours of work for that week.*

25.05 Where an employee is required to work overtime which immediately precedes or continues after her tour of duty {continuous}, she shall,

- (a) *except as otherwise provided in Sections 25.02 and 25.04, be paid for the total additional minutes worked in accordance with the following table:*

<u>Minutes Worked</u>	<u>Time Paid For</u>
1 - 5	Nil
6 - 20	½ hr.
21 - 30	¾ hr.
31 - 40	1 hr.
41 - 50	1 ¼ hrs.
51 - 60	1 ½ hrs.
61 - 70	1 ¾ hrs.
71 - 80	2 hrs.
81 - 90	2 ¼ hrs.
91 - 100	2 ½ hrs.
etc.	etc.

and

(b) where required to work one (1) hour or more of overtime, receive an additional one (1) hour's pay if she has not been given at least one (1) hour's notice of such overtime required.

25.06 A meal period shall not be included in the calculation of overtime but shall not break the continuity of such overtime,

25.07 Where an employee is required to work two (2) or more hours of continuous overtime, she shall, during those hours, be granted a paid 15 minute relief period.

25.08 (a) Where an employee is required to work

overtime which does **not** either immediately **precede** or continue after her tour of duty (non-continuous), she shall be paid for the total additional minutes worked on an **overtime basis**,

(b) If the **employee** has not been given **48** hours notice of such non-continuous overtime work, she shall receive an additional **one** (1) hour's pay.

(c) If the amount to which an employee would **be** entitled under Subsections 25.08 (a) or (b) is less than $3\frac{3}{4}$ hours pay, she shall receive a payment of $3\frac{3}{4}$ hours **pay**.

25.09 Notwithstanding the **above** provisions of this Article, 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.

ARTICLE 26

HOLIDAYS

26.01 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)

* **When an employee** is required to work on Easter Monday, it shall not be considered as a Company holiday for that employee. In such event, the employee shall be granted a "Substitute Holiday". The Substitute Holiday shall be scheduled, **subject to service requirements**, on *the first or last day of* one (1) of the employee's scheduled work weeks during the period from the first Monday following Easter Monday to October 31st in that same calendar year.

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

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

26.04 Where a Company holiday falls on a **Sunday, the**

Monday immediately following shall be observed as the holiday.

26.05 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.

26.06 Where a Company holiday falls on a Saturday, it shall be observed on the Friday immediately preceding or the Monday immediately following the holiday, as determined by the Company.

26.07 Notwithstanding the provisions of Sections 26.05 and 26.06, the observance of the Boxing Day holiday shall be in accordance with the following:

- (a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.
- (b) Where Boxing Day falls on a day Tuesday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
- (c) Where Boxing Day falls on a Saturday, an employee shall be granted the day off with pay on the Monday immediately following.

Pay for Work on a Holiday

26.08 (a) Where a Full-time **employee** is required to work on a Company holiday which is included in her scheduled work week, she:

- (i) shall be paid at her 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 her **basic hours for the day.**

(b) In addition, she **shall** be paid **time** and one-half for the time worked between midnight of the day preceding and midnight of the holiday, **except for Christmas Day and New Year's Day where** she shall be paid double **time** for the time worked between midnight of the day preceding and midnight of the holiday,

26.09 Where a Part-time employee is required to work on a Company holiday which ~~is~~ included in her scheduled work week, she:

- (a) (i) shall be paid the greater of, not to exceed one-fifth of the basic weekly rate of pay:

10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;

or

5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday;

or

(ii) may be granted a holiday with pay at a time convenient to the employee and the Company;

and in addition,

(b) time and one-half for the time worked between midnight of the day preceding and midnight of the holiday, except for Christmas Day and New Year's Day where she shall be paid double time between midnight of the day preceding and midnight of the holiday.

26.10 If an employee has not been given 48 hours notice of a requirement to work on a holiday, she shall be paid double time for all time worked *up to the basic hours of work* for that day, plus one (1) additional hour's pay at straight time,

Pay for Holiday not Worked

26.11 Where an employee is not required to work on a Company holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic

rate of pay for that day, or if a Part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

- (a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;

or

- (b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday.

ARTICLE 27 DAYS OFF WITH PAY

27.01 In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay, on days determined by the Company, at her basic rate of pay for the day, or if a Part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

- (a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay;

or

- (b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the day off with pay.

27.02 (a) One (1) of these days off with pay will be scheduled during the period from December 1st to the 15th of January of the following year.

- (b) (i) One (1) of these days off with pay shall be granted, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks, during the period from December 1st of the current year to December 1st of the following year;

or

- (ii) Shall be granted on the employee's birthday during the above-mentioned period.

27.03 Where an employee cannot be granted a day off with pay in accordance with the provisions of Subsection 27.02 (a), she shall be paid one (1) additional day's pay, at her basic rate of pay, or if a Part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

- (a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay;

or

- (b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the day off with pay.

Personal Days Off With Pay

27.04 In addition to the days off with pay provided in Section 27.01, each Full-time employee with five (5) years or more of net credited service, will be granted four (4) days off with pay for personal needs, at her basic rate of pay for the day. These personal days off with pay will be granted between June 1st of the current year and May 31st of the following year.

27.05 These days off with pay shall be granted, subject to service requirements.

27.06 Two (2) of these personal days off with pay referred to in Section 27.04 may be used each year, as required, for personal emergencies, during the applicable prescribed period.

**ARTICLE 28
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.

28.01 An employee shall be entitled to vacation with pay in accordance with the following provisions of this Article.

Entitlement in Year of Engagement or Re-Engagement

28.02 An employee, in the year she 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

28.03 An employee, in the years subsequent to her 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 she is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

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

* Up to two (2) weeks may be granted in the period Junethrough September.

** Up to three (3) weeks may be granted in the period Junethrough September.

*** Up to four (4) weeks may be granted in the period June through September.

28.04 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 28.05 or rescheduling under the provisions of Section 28.11.

28.05 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, **I** being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

28.06 Notwithstanding the provisions of Section 28.03, 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 table below:

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

28.07 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.

28.08 Vacation schedules shall be prepared each year by the Company with due consideration to seniority, provided that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work and customer needs. However, a Regular employee shall be afforded the opportunity to select vacation from the Company's schedule before a Temporary employee. In general, vacation shall commence at the beginning of the calendar

week unless the *demands of the work* make this impossible.

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

(b) However, where in the judgment of the Company, **circumstances permit, having due** regard to Company operations, employee **requests to take** vacation entitlement applicable to two (2) calendar years consecutively may be granted.

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

28.11 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.

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

(a) in the year she is engaged or re-engaged, vacation pay shall not be less than 4% of her total earnings in the entire period of current service in the calendar year

for which the vacation is given;

(b) in the years subsequent to her year of engagement or re-engagement, vacation pay shall not be less than 2% of her 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 she shall also receive 4% on any difference between her total earnings in the calendar year for which the vacation is given and her basic pay for the calendar year;

or

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

Pay In Lieu of Vacation

28.13 An employee shall be entitled to pay in lieu of vacation in accordance with the following Sections.

28.14 Where an employee resigns, is laid off, is dismissed or has completed her work, she shall be granted pay in lieu of vacation for the current calendar year, calculated in the

manner provided in Sections 28.15 to 28.17 inclusive.

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

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

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

and in addition,

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

calendar year;

or

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

28.17 The amount of pay in lieu of vacation to be granted in accordance with Section 28.16 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 she left the Company's service.

ARTICLE 29 SICKNESS ABSENCE

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

29.01 An employee having six (6) months net credited service, or more, 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) An employee with six (6) months but less than two (2) years service shall be paid for that part of the absence in excess of four (4) consecutive half tours.

- (b) An employee with two (2) but less than four (4) years service shall be paid for that part of the absence in excess of two (2) consecutive half tours.
- (c) In the determination of pay treatment in Subsections 29.01 (a) and (b), a return to work not exceeding two (2) half tours shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours 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.
- (d) An employee with four (4) or more years service shall be paid for the full absence.
- (e) An employee is not entitled to any pay or other benefit provided under this Article for any day in which she is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

Absence Due to Sickness or Quarantine on or after the Eighth Full Calendar Day of Absence

29.02 Upon the eighth full calendar day of an absence covered under Section 29.01, such an absence shall be treated in accordance with applicable Company practices currently *in effect*, or as amended from time to time following notification to the Association.

ARTICLE 30
BEREAVEMENT LEAVE

30.01 An employee shall be granted, in the event of the death of her spouse, common-law partner, or child, bereavement leave of up to five (5) days with pay from her 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.

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

- her father, her mother, the spouse or common-law partner of her father or mother
- her brother, her sister
- the father or mother of her 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 her spouse or common-law partner.

30.03 The Company may extend the periods of bereavement leave provided for in Sections 30.01 and 30.02 to a maximum of five (5) days with pay from her

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** she is **employed**.

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

ARTICLE 31 TRAVEL TIME AND EXPENSES

31.01 Where an employee is required to travel on Company instructions outside her normal headquarters, the time spent travelling outside of her tour of duty shall be considered as travel time; except that, when sleeping accommodation is provided en route, the period of time **between 10:00 P.M.** of one day and **7:00 A.M.** of the following **day** shall not be considered as travel time.

31.02 Where an employee is required by **the** Company to **travel to** a work **location** other than **her** normal work location, inside her normal headquarters on a temporary basis, the portion of time spent travelling outside of her tour of duty, which exceeds by **15** minutes or more, per **one** way trip, the time normally spent travelling to her normal work location, **will be considered as** travel **time** within the meaning of **this** Article.

31.03 Where an employee is required by the Company to travel to another work location within the same headquarters on a permanent basis, she shall be paid *the* portion of time spent travelling outside of her tour of duty in accordance with the provisions of Section 31.02 for the days worked during a period of 60 days immediately following the change of work location.

31.04 Travel time shall include unavoidable stop-over time between connections and shall be paid for on a straight time basis.

Transportation Expenses

31.05 The Company shall pay the necessary transportation expenses incurred on the job within or between headquarters.

31.06 Where an employee is required to work outside her headquarters, the Company shall pay approved transportation expenses once every week to and from her headquarters, provided her absence will not interfere with the job.

Board and Lodging

31.07 Where an employee is required to work outside her headquarters and to remain away from home overnight, she shall be paid approved board and lodging expense.

31.08 An employee who takes sick or meets with an accident while receiving board and lodging from the Company, may be returned to her headquarters at the expense of the Company,

ARTICLE 32 NORTHERN SERVICE

Definitions

32.01 The following definitions shall apply to this Article:

- (a) "Northern Allowance" means a flat rate weekly amount payable by the Company to employees working in a Northern Locality. This amount is in addition to the basic rate of pay and any premiums or differentials as provided for elsewhere in this Agreement,
- (b) "Northern Locality" means any locality designated as such by the Company and includes Kuujjuaq as well as all other locations the Company may designate as such during the term of this Agreement.

General

32.02 The weekly Northern Allowance payable to an employee shall be in accordance with the following:

<u>Category of Northern Locality</u>	<u>Weekly Allowance</u>
A	\$175
B	\$150

32.03 Category "A" Northern Localities are those situated north of the 55th parallel of latitude and without limiting the number of the foregoing includes Kuujuuaq.

32.04 Category "B" Northern Localities are those situated below the 55th parallel of latitude.

32.05 Northern Allowance shall continue to be paid to non-local employees while they are on vacation, but only for each week of vacation actually spent in the Northern Locality. A non-local employee is an employee hired in a location other than the Northern Locality in which she is headquartered.

ARTICLE 33 TRANSFERS

33.01 All Regular 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 Association. The

Company intends to fill job vacancies with qualified Company employees, whenever possible.

ARTICLE 34
WORKFORCE DIVERSITY

34.01 (a) The Company and the Association 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) The implementation of special measures and the accommodation of differences to correct conditions of disadvantage in employment, may be required, for: women, aboriginal peoples, persons with disabilities and members of visible minorities. In a similar vein, the Company and the Association recognize the importance of creating greater awareness and acceptance of the diversity of the workforce.

ARTICLE 35
COST OF LIVING ALLOWANCE

Not in Force for Term of Present Collective Agreement:

35.01 If the November 1993 Consumer Price Index (C.P.I.) exceeds the C.P.I. for November 1992 by more than 3.0%, then all basic rates of pay in effect at

January 31, 1994 will be increased effective in February 1994 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 3.0%.

35.02 If the November 1994 Consumer Price Index (C.P.I.) exceeds the C.P.I. for November 1993 by more than 2.0%, then all basic rates of pay in effect at January 31, 1995 will be increased effective in February 1995 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 2.0%.

35.03 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.

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

ARTICLE 36

BENEFITS

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

- the Pension Plan
- the Flexible Benefits Program (health, life and accident insurance coverage)
- the Disability Plans.

ARTICLE 37
VALIDITY OF AGREEMENT

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

ARTICLE 38
CANCELLATION OF PREVIOUS AGREEMENT

38.01 This Agreement, from its effective date, supersedes and cancels the Collective Agreement between the Company and the Association, applying to employees as defined in Article 3 and dated the 30th day of August, 1998.

ARTICLE 39
DURATION

39.01 This Agreement shall be effective June 17, 2002 except as otherwise herein provided, and shall remain in full force and effect up to and including May 31, 2005.

39.02 This Agreement, unless terminated at the expiry of the *said term* by *written notice* given by either party to the other at least 60 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 60 days prior written notice *given* by either party *to* the other.

39.03 Notice to terminate under this Article shall be effectively given if addressed by the Company to the Secretary of the Canadian Telecommunications Employees' Association, Suite 360, Place du Canada, Montréal, Québec, H3B 2N2, or by the Association to the Secretary, Bell Canada, Room 4100, 1000 de la Gauchetière West, Montréal, Québec, H3B 5H8, and in either case *is* received at least 60 days prior to the termination date specified therein.

WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 17th day of June 2002.

Bell Canada

**Canadian
Telecommunications
Employees'
Association**

**Denis Bélanger
Marcel Clément
Darlene Levecque**

**Josée de Varennes
Viviane Guitard
Cheryl A. MacDonald
Randy Marie Slóat**

**Howard Anderson
Diane Long
Geneviève Paul**

**Anna Marie Bolin
Jeannette Boucher
Christiane Minner**

LIST OF CLERICAL AND ASSOCIATED
OCCUPATIONS

SALARY GROUP C

Associate –

Administrative Support
Budget & Results
Communications
Computer Aided Design
Computer Control
Contracts
Data Analysis
Equipment & Facilities Assignment
Human Resources
Information Processing
Machine Operation
Mail & Office Routines
Material Administration
Public Communications
Services Support
Public Affairs
Reception
Right of Way
Traffic Studies
Verification
Word Processing
Workforce Planning

Client Representative –

Post Sales Support
Customer Interview
Market Support

SALARY GROUP B

Associate –

Billing
Business Service Coordination
Computer Support
Control Centre
Control Centre Administrative
support
Corporate Financial Results &
Reports
Creative & Artistic Design Services
Disability Analyst
Document Management
Material
Network Administration
Regional Representation
Research
Service Provisioning &
Activation Centre
Workforce Controller

Client Representative –

Billing Inquiries
Consumer Market
Directory Listings
Employee Services
Repair
Revenue & Assets Recovery
Sales & Service Support

LIST OF CLERICAL AND ASSOCIATED
OCCUPATIONS (cont'd)

SALARY GROUP A

Associate –

Access Network Coordination
Business Decision & Regulatory
support
Circuit Design
Computer Applications Support
Network Surveillance Centre
Provisioning
Switching Translations

Client Representative –

Business Market
Business Market Operations
Corporate Account Management

Resource Associate

APPENDIX B

LIST OF LOCALITIES

Barrie	Kingston	Québec
Belleville	Kitchener	
Brampton	Kuuujuaq	Rivière-du-Loup
Brantford		
Brockville	Lindsay	St. Catharines
	London	St-Jérôme
Calgary		Ste-Agathe
Châteauguay	Montréal	Sarnia
Chatham		Sault Ste. Marie
Chicoutimi	Newmarket	Sherbrooke
Cornwall	North Bay	Sudbury
Drummondville	Oshawa	Thunder Bay
	Ottawa	Toronto
Granby	Owen Sound	Trois-Rivières
Hamilton	Pembroke	Windsor
Hull	Peterborough	
Huntsville	Port Hope	

APPENDIX C

**WEEKLY AND HOURLY BASIC RATES OF PAY BY SALARY GROUP
EFFECTIVE JUNE 1, 2002**

Step	SALARY GROUP C		SALARY GROUP B		SALARY GROUP A	
	Weekly Rate	Hourly Rate	Weekly Rate			
1	\$ 445.17	\$ 11.87	\$ 486.07			
2	507.49	13.53	554.12	14.78	635.33	16.94
3	568.39	15.16	620.60	16.55	711.57	18.98
4	625.23	16.67	682.68	18.20	782.74	20.87
5	675.24	18.01	737.28	19.66	845.34	22.54
6	723.66	19.30	790.01	21.07	881.80	23.51

Note: The interval from one step to the next shall be twelve months.

APPENDIX C**WEEKLY AND HOURLY BASIC RATES OF PAY BY SALARY GROUP
EFFECTIVE JUNE 1, 2003**

Step	SALARY GROUP C		SALARY GROUP B		SALARY GROUP A	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
1	\$ 445.17	\$ 11.87	\$ 500.65	\$ 13.35	\$ 574.04	\$ 15.31
2	507.49	13.53	570.74	15.22	654.39	17.45
3	568.39	15.16	639.22	17.05	732.92	19.54
4	625.23	16.67	703.16	18.75	806.22	21.50
5	675.24	18.01	759.40	20.25	870.70	23.22
6	723.66	19.30	813.71	21.70	908.25	24.22

Note: The interval from one step to the next shall be twelve months.

APPENDIX C

**WEEKLY AND HOURLY BASIC RATES OF PAY BY SAURY GROUP
EFFECTIVE JUNE 1, 2004**

Step	SALARY GROUP C		SALARY GROUP B		SALARY GROUP A	
	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate	Weekly Rate	Hourly Rate
1	\$ 445.17	\$ 11.87	\$ 515.67	\$ 13.75	\$ 591.26	\$ 15.77
2	507.49	13.53	587.86		674.02	17.97
3	568.39	15.16	658.40		754.91	20.13
4	625.23	16.67	724.25	19.31	830.41	22.14
5	675.24	18.01	782.18	20.86	896.82	23.92
6	723.66	19.30	838.12	22.35	935.50	24.95

Note: The interval from one step to the next shall be twelve months.

ACHIEVEMENT INCENTIVE PLAN

The Achievement Incentive Plan (AIP) recognizes the contribution of employees to overall Company performance using criteria that the Company determines as appropriate measures of success **measured against two criteria: financial results and customer satisfaction.**

The plan, designed by the Company and set out in its practices is subject to **modification** to better reflect **evolving** business structure, goals **and** strategies. The Company agrees that the **Bargaining Committees** will be informed of **any** changes to the plan prior to their implementation.

Annual compensation under the Achievement Incentive Plan for achieving target results will be **5.5%** of **basic rates of pay** for the **years 2002, 2003, and 2004.**

in addition, employees who achieve above average performance will be **eligible** to receive a performance-based AIP payment. The performance-based payment will be calculated at the **Vice-President (VP)** entity level where a target payout pool will be calculated as **0.5%** of the VP entity's payroll (base earnings) for **Clerical and Associated** employees as of the end of the **year, and** be **subject to variation according** to AIP results. This pool will then be distributed to those employees who have demonstrated above average performance.

The provisions of Article 4 of the Collective Agreement shall apply to **any** payment **made** to an employee under the Achievement Incentive Plan.

**WORKING CONDITIONS FOR
NEW TEMPORARY EMPLOYEES**

The following working conditions shall be applicable to Temporary employees with less than six (6) months of net credited service. These conditions apply in lieu of normal provisions within *the* Collective Agreement. All other Articles of the Clerical and Associated Employees' Collective Agreement will apply.

1) Overtime

- Time and one-half after 8 hours per day or 40 hours per week.

2) Holidays

- Payment for a holiday not worked, if the employee has worked a minimum of 15 days in the 30 days immediately preceding the holiday, as per Section 26.11 of the Clerical and Associated Employees' Collective Agreement.

**WORKING CONDITIONS FOR
NEW TEMPORARY EMPLOYEES (cont'd)**

3) Differentials and Premiums

- Payment of differentials and premiums is not applicable.

4) Sickness Absence

- All rights under the applicable legislation for work-related illness or injury apply,

5) Bereavement Leave

- For employees with less than three (3) consecutive months of continuous employment, entitlement to unpaid bereavement leave on any normal working days that occur during the three (3) days immediately following the day of the death of an immediate family member.

**WORKING CONDITIONS FOR
NEW TEMPORARY EMPLOYEES (cont'd)**

- For employees with three (3) consecutive months or more of continuous employment, entitlement to paid bereavement leave on any normal working days that occur during the three (3) days immediately following the day of the death of an immediate family member.
- Immediate family is defined as:
 - (a) the employee's spouse or common-law partner;
 - (b) the employee's father and mother and the spouse or common-law partner of the father or mother;
 - (c) the employee's children and the children of the employee's spouse or common-law partner;
 - (d) the employee's grandchildren;
 - (e) the employee's brothers and sisters;
 - (f) the grandfather and grandmother of the employee;

**WORKING CONDITIONS FOR
NEW TEMPORARY EMPLOYEES (cont'd)**

- (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and mother; and
- (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

Note: The term common-law partner includes same-sex partner.

6) Termination Notice

- Employees with less than three (3) consecutive months of continuous employment are entitled to one (1) week notice *or* pay in lieu of notice upon termination.
- Employees with three (3) consecutive months of continuous employment are entitled to two (2) weeks notice or pay in lieu of notice upon termination.

**RATES OF PAY FOR TEMPORARY EMPLOYEES
HIRED ON A SEASONAL BASIS**

The rates of pay for Temporary employees hired on a seasonal basis, for a period of employment not expected to exceed six (6) months, shall be the following:

SALARY GROUP C Hourly Rate	SALARY GROUP B Hourly Rate	SALARY GROUP A Hourly Rate
\$9.83	\$10.37	\$11.84

Should the period of employment of those employees unexpectedly reach six (6) months, or the employee accumulates six (6) months of net credited service, the salary rate shall be brought, according to Company practices, to the appropriate salary group as described in Appendix C of this Collective Agreement.

The months accumulated since the last date of hiring shall be credited to the employee for purposes of future salary increases.

The above-mentioned salary rates shall be reviewed with the Association on an annual basis, or more frequently if required, on a consultative basis, in order to ensure that the hourly rates remain competitive.

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COMPRESSED WORK WEEK AND AVERAGING
OF HOURS OF WORK
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN COMMUNICATIONS EMPLOYEES
ASSOCIATION

This is to confirm our agreement with respect to the implementation of compressed work week schedules and related averaging of hours of work for Full-time employees covered by the Clerical and Associated Employees' Collective Agreement.

Effective Period

Subject to the Company's right to discontinue the compressed work week schedule and related averaging of hours of work, this Memorandum of Agreement will come into effect on June 17, 2002 and will remain in force until December 31, 2002.

This Memorandum will apply to all Bell Canada's industrial establishments or premises where Full-time employees exercise their occupations as per Appendix B of the Collective Agreement,

Approval

Approval to Implement a compressed work week schedule in any part of the Company's operations may be granted by local management in accordance with departmental directives based on business requirements and customers' needs. It is understood that the compressed work week must provide advantages and benefits to the Company and the employees for it to be implemented and maintained in a group. Employee participation is voluntary.

Compressed Work Week Schedule and Number of Weeks In Averaging Period

Where approval to Implement a compressed work week schedule has been granted, each district, Section or natural working team shall agree to one schedule for implementation involving all participating employees in the group. The group will develop whatever compressed work week schedule that best suits their needs subject to the following:

- a) an averaging period of two (2) weeks totalling 75 hours; or
- b) an averaging period of four (4) weeks totalling 150 hours.

Implementation of compressed work week schedules and related averaging of hours of work allow the Company to ensure optimal allocation of resources to effectively

respond to unforeseen, as well as regular fluctuations in customer demands,

The number of weeks in the averaging periods for the purpose of the compressed work week as described above are used because they best meet the Company's operations, business requirements and customers' needs as well as employees' needs,

Working Conditions

The working conditions applicable to employees working a compressed work week shall be those contained in the Collective Agreement currently in force between the parties, except where such conditions are governed by the provisions of this Memorandum of Agreement. It is understood that the day(s) off within the two-week (2) or four-week (4) period can be scheduled any day of the week, with due consideration to force to load and to business requirements,

Duration

The duration of a compressed work week schedule shall be determined by mutual agreement between the parties.

Right to Discontinue

The Company, at its discretion and at any time, may discontinue any compressed work week schedule implemented under the terms of this Memorandum of

Agreement. Prior to discontinuing the compressed work week, the District President will be advised of the reasons of the decision by the CP4 manager.

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES**

The following changes to the provisions of the Collective Agreement currently in effect between the parties shall apply exclusively to Full-time employees working a compressed work week.

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DEFINITIONS - ARTICLE 3</u></p> <ul style="list-style-type: none"> • 3.01 (l) "Day Period" means the period of time between 6:00 A.M. and 7:00 P.M. on any day, • 3.01 (m) "Off-Normal Period" means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day. 	<p>"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.</p> <p>"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
LOCAL & ASSOCIATED EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22</u></p> <p>Premium Pay for Change In Tour of Duty</p> <ul style="list-style-type: none"> • 22.03 (a) <p>If an employee is given less than six (6) days notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.</p>	<p>status quo.</p> <p>Note: This provision shall only apply while working on a compressed work week; It shall not apply at time of transition (i.e. going from regular schedule to compressed work week or vice versa).</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES(cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DIFFERENTIAL AND PREMIUM PAY – ARTICLE 22</u> (cont'd)</p> <p>Premium Pay for Consecutive Saturdays Worked</p> <ul style="list-style-type: none"> • 22.06 <p>An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one-half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.</p>	<p>An employee who is scheduled to work at least one-half day on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.</p> <p>Note: One-half day is the assigned hours of work per day divided by two (2) depending on the chosen schedule.</p>

WORK WEEK AND AVERAGING OF

CLERICAL &

FED

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p>HOURS OF WORK – ARTICLE 24</p> <p>Full-time Employees</p> <ul style="list-style-type: none">• 24.01 The basic hours of work per day for a Full-time employee shall be 7 ½ hours.• 24.02 The basic hours of work per week for a Full-time employee shall be 37 ½ hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 75 hours.	<p>The basic hours of work per day for a Full-time employee shall be established based on the chosen schedule.</p> <p>The basic hours of work per two-week (2) period for a Full-time employee shall be 75 hours on the basis of less than ten (10) days in a two-week (2) period or 150 hours on the basis of less than 20 days in a four-week (4) period.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>OVERTIME -- ARTICLE 25</u></p> <p>Overtime Payments, Full-time and Part-time Employees</p> <p>• 25.01</p> <p>For a Full-time employee overtime means the time worked</p> <p>(a) in addition to 7 ½ hours of work on any day, or</p> <p>(b) on a day outside her scheduled work week.</p>	<p>For a Full-time employee overtime means the time worked</p> <p>(a) <i>in addition to the assigned basic hours of work scheduled for that day depending on the chosen schedule, or</i></p> <p>(b) on a day outside her scheduled work weeks.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES(cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>PAYS OFF WITH PAY - ARTICLE 27</u></p> <ul style="list-style-type: none"> • 27.01 <p>In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay, on days determined by the Company, at her basic rate of pay for the day.</p> <p>Personal Days Off With Pay</p> <p>27.04 - 27.06</p>	<p>Effective December 1, 2002:</p> <p>In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay at 7.5 hours each, on days determined by the Company, at her basic rate of pay for the day.</p> <p>Under these Sections employees can choose to take up to two (2) personal days off with pay for personal needs or emergencies during the applicable prescribed period. Any time not taken will be available during the remaining eligibility period of January 1 to May 31, 2003.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>VACATIONS - ARTICLE 28</u></p> <ul style="list-style-type: none"> • 28.03 	<p>Vacation entitlement will be converted to hours, Hours of vacation are deducted depending on the hours of the chosen option for each day of vacation taken during the period where the employee is on a compressed work week schedule,</p>

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.

It is understood that the implementation of any compressed work week is subject to legal requirements prescribed under any applicable legislation.

The parties agree that the provisions of Articles 16 and 17 of the Collective Agreement currently in force between the parties, shall be used for the purpose of processing any differences regarding the interpretation or administration of the terms and conditions applicable to the employees working on a compressed work week basis. It is further agreed that any such differences shall be based on the terms and conditions set out in this Memorandum of Agreement, where applicable.

Signed at Montréal this 17th day of June 2002.

Denis Bélanger
Marcel Clément
Darlene Leveque

Howard Anderson
Diane Long
Geneviève Paul

For the Company

Josée de Varennes
Viviane Guillard
Cheryl A. MacDonald
Randy Marie Sloat

Anna Marie Bolln
Jeannette Boucher
Christiane Mlner

For the Association

COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN TELECOMMUNICATIONS EMPLOYEES'
ASSOCIATION

This *is* to confirm our agreement with respect to the implementation of compressed work week schedules and related averaging of hours of work for Full-time employees covered by the Clerical and Associated Employees' Collective Agreement.

Effective Period

Subject to the Company's right to discontinue the compressed work week schedule and related averaging of hours of work, this Memorandum of Agreement will come into effect on January 1, 2003 and will remain in force until May 31, 2005.

This Memorandum will apply to all Bell Canada's industrial establishments or premises where Full-time employees exercise their occupations as per Appendix B of the Collective Agreement.

Approval

Approval to implement a compressed work week schedule in any part of the Company's operations may be granted by local management in accordance with departmental directives based on business requirements and customers' needs. It is understood that the compressed work week must provide advantages and benefits to the Company and the employees for it to be implemented and maintained in a group. Employee participation is voluntary.

Compressed Work Week Schedule and Number of Weeks In Averaging Period

Where approval to implement a compressed work week schedule has been granted, each district, Section or natural working team shall agree to one schedule for implementation involving all participating employees in the group. The group will develop whatever compressed work week schedule that best suits their needs subject to the following:

- a) an averaging period of two (2) weeks totalling 75 hours; or
- b) an averaging period of four (4) weeks totalling 150 hours.

implementation of compressed work week schedules and related averaging of hours of work allow the Company to ensure optimal allocation of resources to effectively

respond to unforeseen, as well as regular fluctuations *in* customer demands,

The number of weeks in the averaging periods for the purpose of the compressed work week as described above are used because they best meet the Company's operations, business requirements and customers' needs as well as employees' needs.

Working Conditions

The working conditions applicable to employees working a compressed work week shall be those contained in the Collective Agreement currently in force between the parties, except where such conditions are governed by the provisions of this Memorandum of Agreement. It is understood that the day(s) off within the two-week (2) or four-week (4) period can be scheduled any day of the week, with due consideration to force to load and to business requirements.

Duration

The duration of a compressed work week schedule shall be determined by mutual agreement between the parties.

Right to Discontinue

The Company, at its discretion and at any time, may discontinue any compressed work week schedule implemented under the terms of this Memorandum of Agreement. Prior to discontinuing the compressed work week, the District President will be advised of *the* reasons of the decision by the CP4 manager.

COMPRESSED WORK WEEK AND CHANGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES

The following changes to the provisions of the Collective Agreement currently in effect between the parties shall apply exclusively to Full-time employees working a compressed work week.

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DEFINITIONS – ARTICLE 3</u></p> <ul style="list-style-type: none"> • 3.01 (l) "Day Period" means the period of time between 6:00 A.M. and 7:00 P.M. on any day. • 3.01 (m) "Off-Normal Period" means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day. 	<p>"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.</p> <p>"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DIFFERENTIAL AND PREMIUM PAY -- ARTICLE 22</u></p> <p>Premium Pay for Change In Tour of Duty</p> <ul style="list-style-type: none"> • 22.03 (4) <p>If an employee is given less than six (6) days notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.</p>	<p>status quo.</p> <p>Note: This provision shall only apply while working on a compressed work week; it shall not apply at time of transition (i.e. going from regular schedule to compressed work week or vice versa).</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES** d)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DIFFERENTIAL AND PREMIUM PAY – ARTICLE 22</u> (cont'd)</p> <p>Premium Pay for Consecutive Saturdays Worked</p> <ul style="list-style-type: none"> • 22.06 <p>An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one-half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.</p>	<p>An employee who is scheduled to work at least one-half day on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent Consecutive Saturdays so worked.</p> <p>Note: One-half day is the assigned hours of work per day divided by two (2) depending on the chosen schedule.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>HOURS OF WORK – ARTICLE 24</u></p> <p>Full-time Employees</p> <ul style="list-style-type: none"> • 24.01 <p>The basic hours of work per day for a Full-time employee shall be 7 ½ hours.</p>	<p>The basic hours of work per day for a Full-time employee shall be established based on the chosen schedule.</p>
<ul style="list-style-type: none"> • 24.02 <p>The basic hours of work per week for a Full-time employee shall be 37 ½ hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 75 hours.</p>	<p>The basic hours of work per two-week (2) period for a Full-time employee shall be 75 hours on the basis of less than ten (10) days In a two-week (2) period or 150 hours on the basis of less than 20 days In a four-week (4) period.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>OVERTIME – ARTICLE 25</u></p> <p>Overtime Payments, Full-time and Part-time Employees</p> <ul style="list-style-type: none"> • 25.01 <p>For a Full-time employee overtime means the time worked</p> <p>(a) In addition to 7 ½ hours of work on any day, or</p> <p>(b) on a day outside her scheduled work week.</p>	<p>For Full-time employee overtime means the time worked:</p> <p>(a) In addition to the assigned basic hours of work scheduled for that day depending on the chosen schedule, or</p> <p>(b) on a day outside her scheduled work weeks.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATE > EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>HOLIDAYS – ARTICLE 26</u></p> <p>Pay for Work on a Holiday</p> <ul style="list-style-type: none"> • 26.08 <p>(a) <i>Where a Full-time employee is required to work on a Company holiday which is included in her scheduled work week, she</i></p> <ul style="list-style-type: none"> (i) shall be paid at her bask 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 her bask hour for the day. 	<p>(a) <i>Where a Full-time employee is required to work on a Company holiday which is included in her scheduled work week, she</i></p> <ul style="list-style-type: none"> (i) shall be paid at her bask rate of pay #orthat day, up to a maximum of 7.5 hours, or (ii) may be granted a holiday with pay, at 7.5 hours, at a time convenient to the employee and the Company, provided the employee works her bask hours for the day.

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p>HOLIDAYS – ARTICLE 26 (cont'd)</p> <p>Pay for Holiday not Worked</p> <ul style="list-style-type: none"> • 26.11 <p>Where an employee is not required to work on a Company holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day.</p>	<p>It is understood that should there no longer be a maximum value of 7.5 hours for holidays and days off with pay due to labour legislation, the number of personal days off with pay under Sections 27.04 – 27.06 will be adjusted to ensure that employees on a compressed work week are not granted more hours off than employees on a regular work week.</p> <p>Where an employee is not required to work on a Company holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day at 7.5 hours.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DAYS OFF WITH PAY – ARTICLE 27</u></p> <ul style="list-style-type: none"> ● 27.01 <p>In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay, an days determined by the Company, at her basic rate of pay for the day.</p> <p>Personal Days Off With Pay</p> <ul style="list-style-type: none"> ● 27.04 – 27.06 	<p>In addition to the holidays provided In Section 26.01, each employee In the employ of the Company on December 1st shall be granted two (2) days off with pay at 7.5 hours each, on days determined by the Company, at her baric rate of pay for the day.</p> <p>Under these Sections employees will be granted 30 hours of personal time off with pay for personal needs, half of whlch can be used for emergencies during the applicable prescribed period.</p> <p>For the period June1, 2002 to May 31, 2003, hours taken in the period lune 1 to December 31, 2002 will be deducted from the 30 hours.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p data-bbox="192 361 540 408"><u>DAYS OFF WITH PAY - ARTICLE 27</u> (cont'd)</p> <p data-bbox="192 680 430 703"><u>VACATIONS - ARTICLE 28</u></p> <ul data-bbox="192 735 295 759" style="list-style-type: none">• 28.03	<p data-bbox="564 431 900 635">It is understood that should there no longer be a maximum value of 7.5 hours for holidays and days off with pay due to labour legislation, the number of personal days off with pay will be adjusted to ensure that employees on a compressed work week are not granted more hours off than employees on a regular work week,</p> <p data-bbox="564 729 900 883">Vacation entitlement will be converted to hours. Hours of vacation are deducted depending on the hours of the chosen option for each day of vacation taken during the period where the employee is on a compressed work week schedule.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES (cont'd)**

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>VACATIONS – ARTICLE 28</u> (cont'd)</p> <ul style="list-style-type: none"> ● 28.07 <p>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.</p>	<p>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 7.5 hours, at a time convenient to the employee and the Company.</p>

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.

It is understood that the implementation of any compressed work week is subject to legal requirements prescribed under any applicable legislation.

The parties agree that the provisions of Articles 16 and 17 of the Collective Agreement currently in force between the parties, shall be used for the purpose of processing any differences regarding the interpretation or administration of the terms and conditions applicable to the employees working on a compressed work week basis. It is further agreed that any such differences shall be based on the terms and conditions set out in this Memorandum of Agreement, where applicable.

Signed at Montréal this 17th day of June2002.

**Denis Bélanger
Marcel Clément
Darlene Levecque**

**Josée de Varennes
Viviane Guitard
Cheryl A. MacDonald
Randy Marie Sloat**

**Howard Anderson
Diane Long
Geneviève Paul**

**Anna Marie Bolin
JeannetteBoucher
Christiane Minner**

For the Company

For the Association

HOME DISPATCH
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN TELECOMMUNICATIONS EMPLOYEES'
ASSOCIATION

This is to confirm our agreement with respect to Home Dispatch. The implementation and application of Home Dispatch is determined by each business unit, based on business needs. It is understood that Home Dispatch must provide advantages and benefits to the Company and to the employees for it to be implemented and maintained in a group.

Eligibility

The duration and location(s) of Home Dispatch assignments will be determined by the Company.

Employees in a group where Home Dispatch is offered may volunteer to participate. An employee who volunteers to participate shall reach an arrangement with her immediate manager regarding the assignment of her work, having due regard to Company operations. Any such arrangement is subject to the provisions of this Memorandum of

Agreement. It is agreed that participation in a Home Dispatch assignment may *be* terminated by the **business unit** or the employee upon two (2) **weeks notice**.

Home Dispatch

It is expressly understood that a participating employee **must**, at all **times**, provide a **secure parking location for the Company motor vehicle** at her place of residence. This may **include**, with the **Company's** approval, a **secure parking location** which is not necessarily **situated on the property of the employee's place of residence**.

A participating employee is authorized to use the Company motor vehicle **assigned** to her **only** in the performance of her work **and** for traveling between her work and her place of residence,

The operating and maintenance costs of the vehicle will be at the Company's expense. The Company **will** make arrangements for **the maintenance of the vehicle**; however, it **will** be the **responsibility of the participating employee to ensure** that **the vehicle is properly maintained**.

Insurance coverage **for** the vehicle will continue to be provided by the Company as long as the employee respects Company practices, this Memorandum of Agreement **and** the arrangement **reached** with her immediate manager.

Working Conditions

Article 31 of the Collective Agreement is replaced by the following:

ARTICLE 31 TRAVEL TIME AND EXPENSES

31.01 The time spent travelling at the beginning of a tour of duty from the employee's place of residence shall be included in the basic hours of work for the day.

31.02 (a) The time spent travelling at the end of a tour of duty from the location where the employee completes her work to the employee's place of residence shall not be included in the basic hours of work for the day and shall be unpaid.

(b) If the employee is required to go back to her normal *work* location at the end of each day, her work location is the place where she completes her tour of duty.

(c) If the work location is changed by the Company *on* a temporary basis inside or outside her normal headquarters and the employee is required to go back to her work

location in accordance with Subsection 31.02 (b), the portion of travel time exceeding 15 minutes of her regular travelling time from the work location to her place of residence will be paid at her regular hourly rate of pay notwithstanding Subsection 31.02 (a).

(d) If the work location is changed by the Company inside her normal headquarters on a permanent basis and the employee is required to go back to her work location in accordance with Subsection 31.02 (b), the provisions of Subsection 31.02 (c) apply only for the days worked during a period of 60 days immediately following the change of work location.

31.03 Where an employee is required to remain away from home overnight, she shall be paid approved board and lodging expenses.

31.04 An employee who takes sick or *meets* with an accident while receiving board and lodging from the Company, may be returned to her place of residence at the expense of the Company.

For purposes of liability, an employee driving a Company vehicle in the circumstances set out in Section 31.02 above shall be considered as though at work during the time she

is necessarily in control of such vehicle and acting in the course of her employment.

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.

The parties agree that any differences concerning this Memorandum of Agreement shall be discussed on a consultative basis.

Signed at Montréal this 17th day of June 2002.

Denis Bélanger
Marcel Clement
Darlene Levecque

Josée de Varennes
Viviane Guitard
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Randy Marie Sloat

Howard Anderson
Diane Long
Geneviève Paul

Anna Marie Bolin
jeannette Boucher
Christiane Minner

For the Company

For the Association

LUMP SUM TREATMENT
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN TELECOMMUNICATIONS EMPLOYEES'
ASSOCIATION

The above parties have agreed to the following provisions which will only be applicable to employees covered by the Clerical and Associated Employees' bargaining unit:

- 1) **LUMP SUM PAYMENT* PAYABLE TO CURRENT EMPLOYEES WHO WERE ON THE PAYROLL OF THE COMPANY AS OF FEBRUARY 15, 2002:**

All employees shall receive a lump sum payment of \$350.00, payable on July 31, 2002.

- * The provisions of Article 4 of the Collective Agreement shall apply.

2) LUMP SUM PAYMENT* PAYABLE TO EMPLOYEES ON THE PAYROLL OF THE COMPANY AS OF OCTOBER 1, 2002:

AH employees shall receive a payroll harmonization lump sum payment of \$150.00, payable on October 23, 2002.

3) LUMP SUM PAYMENTS* PAYABLE TO SALARY GROUP C EMPLOYEES WHO WERE ON THE PAYROLL OF THE COMPANY AS OF FEBRUARY 15, 2002:

Employees in a Salary Group C occupation on June 1, 2002 shall receive a lump sum payment of \$1,000.00 payable on July 31, 2002.

Employees in a Salary Group C occupation on June 1, 2003 shall receive a lump sum payment of \$1,000.00 payable on June 20, 2003.

Employees in a Salary Group C occupation on June 1, 2004 shall receive a lump sum payment of \$1,000.00 payable on June 18, 2004.

* The provisions of Article 4 of the Collective Agreement shall apply.

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.

The parties agree that any differences regarding the interpretation or administration of the above terms and conditions may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Signed at Montréal this 17th day of June 2002.

Denis Bélanger
Marcel Clément
Darlene Levecque

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Viviane Guitard
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Anna Marie Bolin
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Christiane Minner

For the Company

For the Association

SPLIT SHIFT FOR TELEWORKING
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN TELECOMMUNICATIONS EMPLOYEES'
ASSOCIATION

This is to confirm our agreement with respect to split shifts for teleworking for Clerical and Associated employees. Implementation and participation in the program will be determined by each business unit, based on business needs.

Eligibility

Split shift schedules shall apply only to teleworking Clerical and Associated employees.

Eligible employees will be selected amongst Regular employees who qualify for teleworking and who volunteer for split shifts.

It is agreed that participation in Split Shifts for Teleworking may be terminated by the business unit, or the employee, upon two (2) weeks notice.

Working Conditions

Sections 24.08 and 24.09 of the Collective Agreement will not apply to employees working on split shifts.

The split shift schedules for teleworking as well as the intervals between shifts, will be determined by Bell-CTEA joint committees. However, the interval between the two (2) half tours shall not exceed five (5) hours. Each committee has the flexibility to offer to teleworking employees, schedules that alternate between continuous and split shift tours of duty.

Administration of the Split Shift Program for Teleworking

For each group that decides to establish such a program, guidelines related to the administration of the program will be established by managers after consultation with the CTEA District President(s).

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.

The parties agree that any differences concerning this Memorandum of Agreement shall be discussed on a consultative basis.

Signed at Montréal this 17th day of June 2002.

Denis Bélanger
Marcel Clément
Darlene Levecque

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Viviane Guitard
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Howard Anderson
Diane Long
Geneviève Paul

Anna Marie Bolin
Jeannette Boucher
Christiane Minner

For the Company

for the Association

TREATMENT OF EMPLOYEES ON A FROZEN RATE
OF PAY
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN TELECOMMUNICATIONS EMPLOYEES'
ASSOCIATION

This is to confirm our agreement with respect to the salary treatment of those employees whose existing rate of pay is higher than the top step of the appropriate salary group for their occupation under the Profile Plan as of June 17, 2002. The employees' salary treatment will be as follows:

Where the existing basic rate of pay of an employee is higher than the top step of the appropriate salary group for that occupation under the Profile Plan as of June 17, 2002, the employee's basic rate of pay shall be frozen during the life of the Collective Agreement, subject to the salary treatment guidelines agreed to by the parties and contained in Company practices.

It is further agreed by both parties that wage protection will no longer apply should an employee who has the necessary qualifications refuse a transfer to an occupation within her locality for which the basic rate of pay is at least equivalent to the frozen rate of pay.

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.

The parties agree that any differences regarding the interpretation or administration of the above provisions concerning the treatment of employees on a frozen rate of pay may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Signed at Montréal this 17th day of June 2002.

Denis Bélanger
Marcel Clement
Darlene Levecque

Josée de Varennes
Viviane Guitard
Cheryl A. MacDonald
Randy Marie Sloat

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For the Company

For the Association

VISUAL DISPLAY TERMINAL
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN TELECOMMUNICATIONS EMPLOYEES'
ASSOCIATION

The above parties agree as follows:

1. Any Regular Full-time or Regular Part-time employee who is pregnant, who is regularly scheduled to work at a visual display terminal (V.D.T.) and who does not wish to work at a V.D.T. during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following two options:
 - a) Be assigned other work in the bargaining unit, in accordance with paragraph 2 of this Memorandum of Agreement, or
 - b) Receive a leave of absence without pay to cover the period prior to which she is or would be entitled to a maternity leave of absence pursuant to Article 14 of the Collective Agreement between the parties dated June 17, 2002, hereinafter designated as the Collective

Agreement.

Other Work Assianment

2. **Employees who elect option a) shall be assigned to a vacant position, where one exists in the bargaining unit, in the following manner and sequence:**
 - **First, to a vacant position, at a comparable salary level, in her own work location.**
 - **Second, to a vacant position, at a comparable salary level, at any other work location.**
 - **Third, to a vacant position, at a lower salary level, at any work location, in which case she shall immediately be paid the rate for that job.**

The assignment of employees who elect option a) takes precedence over outstanding transfer requests,

If, after following the sequence referred to above, an employee cannot be reassigned, she may elect option b).

3. **An employee who elects option a) shall, within the following five (5) working days, be offered other work in the bargaining unit.**
4. **An employee who elects option a) and who is assigned to another job:**

- a) **Foregoes her right, for the duration** of the temporary assignment, to the provisions of **Articles 23 and 31 of the Collective Agreement between** the parties, and
 - b) **Shall choose her** vacation in her former office as if **she still** occupied her former position in that office.
5. An employee who elects option a), **who is assigned to a new position and who is unwilling to commence** or to continue work in her new position, may then elect either to stay in her original position or to exercise **option b)**. If she elects option **b)** before reporting to her new position, she will stay in her original position until option **b)** takes effect.
6. An employee *who* elects option a) who **wishes to resume** her employment on expiration of her maternity leave shall be **reinstated** in the position occupied by her immediately prior to her reassignment,

Leave of Absence (without pay)

7. a) In order to be eligible to **receive** the leave of absence referred to in paragraph 1 b) the employee must **complete and** submit an application, with **acceptable documentation** certifying the pregnancy, **and** specifying the estimated date of delivery. The Company

agrees that every effort will be made to expedite the granting of the leave of absence and in any case, the implementation of such a **leave of absence will not be** delayed for more than five (5) days **following** the date of application for the leave of absence, unless a longer period is **agreed to by the employee,**

- b) **An employee who is on a leave of absence referred to in paragraph 1 b) and whose pregnancy is terminated shall be reinstated in the position occupied by her at the time she first made an election under paragraph 1. Such reinstatement shall be made within five (5) days of a request by the employee.**

- 8. In addition to paragraph 7, employees who are eligible to, and wish to **apply for,** a maternity leave of absence pursuant to Article 14 of the **Collective Agreement must do so** in accordance with the provisions of that Article. (For greater clarity, **this** means that an employee must make the application **required** in Article 14 of the **Collective Agreement** at the appropriate time during the leave of absence referred to in paragraph 1 b).)

General

The parties agree that any differences regarding the interpretation or administration of the above terms and conditions may be processed in accordance with the

provisions of Articles 16 and 17 of the Collective Agreement.

The Company and the Association shall act in a fair and reasonable manner carrying out the provisions of this Memorandum of Agreement.

Signed at Montréal this 17th day of June 2002.

Denis Bélanger
Marcel Clément
Darlene Levecque

Josée de Varennes
Viviane Guitard
Cheryl A. MacDonald
Randy Marie Sloat

Howard Anderson
Diane Long
Geneviève Paul

Anna Marie Bolin
jeannette Boucher
Christiane Minner

For the Company

For the Association

UNTARY PROGRAMS OF REDUCED HOURS
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
CANADIAN TELECOMMUNICATIONS EMPLOYEES'
ASSOCIATION

The parties agree that, where a Voluntary Program of Reduced Hours exists, an employee classified as Regular Full-time may, subject to the conditions expressed in this Agreement and to the conditions set forth in any applicable Company practice, elect to be reclassified as a Regular Part-time employee for a period of time agreed to by the employee and her manager, with a guarantee of reclassification to her Regular Full-time classification following the expiration of the agreed period.

Implementation of a Program

Whenever it is appropriate, in the judgment of the Company, to implement a Voluntary Program of Reduced Hours, the appropriate CP4 manager or the next higher level of management, as the case may be, will, following notification to the Association, circulate to the groups concerned within his District, a notice advising of the Program's availability and requesting that eligible

employees who are interested in being reclassified submit their request within a specified time period,

An eligible employee who elects to be voluntarily reclassified shall reach an understanding with her immediate manager regarding the duration, location, work assignment and conditions applicable to such reclassification to a Part-time position. Notwithstanding the possibility that under such a Program the Part-time position **offered** to **the** employee may be in another District, the responsibility for administration of the Program remains with the originating District. Once the **manager and** the employee have come to **an** understanding, the terms and conditions of such shall be confirmed to the employee in writing **and** a copy **shall** be given to the Representative of the Association. Where applicable, additional copies of this understanding will also be provided to the manager **and** the Representative of **the** Association in the receiving District.

Short-term oc Long-term Options

An employee's participation in a Voluntary Program of **Reduced Hours shall** be for the period of time set forth in the applicable Program. However, where **an employee** has been declared surplus, her participation in the Program **shall end** coincident with her **placement**.

A Program may include Short-term or Long-term options, or a combination of the two.

Opting in or opting out of a Program shall only be by mutual consent. Where the employee has been placed in another District, both the sending and receiving managers must provide their consent.

The selection of employees will be in order of an employee's net credited service date.

Short-term Option

The Short-term Option is for a period of *not* less than one (1) month but not to exceed a maximum duration of 12 months.

At the expiration of the agreed period, the employee participating in a Program shall be reclassified to her previous Regular Full-time classification.

Long-term Option

The Long-term Option is for a period exceeding 12 months.

The reclassified employee may, every year, during the period of this option, request in writing to be reclassified to her previous Regular Full-time classification. Such request shall be made on the anniversary date of the employee's reclassification.

The Company shall have up to six (6) months to honour the employee's request.

Salary and Working Conditions

An employee who is reclassified as a result of a Voluntary Program of Reduced Hours will be paid as a Regular Part-time employee and will be subject to the working conditions normally provided to the Regular Part-time employees, with the exception of those conditions that were covered in the written confirmation to the employee, In addition, where an employee changes work location due to her participation in a Program, the provisions of Article 31 shall not apply.

Prior to being reclassified to a Regular Part-time status, an employee should *take* her Personal Days Off with Pay in accordance with Section 27.04. The number of days that she is entitled to shall be established on a pro rata basis ~~for~~ the portion of time she has worked *as* a Full-time employee.

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.

The parties agree that any differences, regarding the interpretation or administration of this Agreement shall be processed in accordance with Sections 16.03, 16.04 and Subsection 16.05 (b) of the grievance procedure contained in the Collective Agreement. The written statement of

position provided by the CP5 manager, or equivalent, under Subsection 16.05 (b) shall constitute a final and binding settlement of the matter.

This Agreement shall remain in full force and effect during the term of the Collective Agreement.

Signed at Montréal this 17th day of June 2002.

Denis Bélanger
Marcel Clément
Darlene Levecque

Josée de Varennes
Viviane Guitard
Cheryl A. MacDonald
Randy Marie Sloat

Howard Anderson
Diane Long
Geneviève Paul

Anna Marie Bolin
Jeannette Boucher
Christiane Minner

For the Company

For the Association

WORKFORCE ADJUSTMENT PLAN

MEMORANDUM OF UNDERSTANDING

BELL CANADA

AND

THE TELEPHONE EMPLOYEES'

ASSOCIATION

This is to confirm our agreement, and reflects discussions which were held concerning the force adjustment and lay-off provisions found in the Collective Agreement, with respect to the process to be implemented for dealing with workforce issues during the term of the Collective Agreement.

This Workforce Adjustment Plan is a tool to be used when there is a need for a reduction of staff levels, to meet the challenges of an increasingly competitive marketplace. In order to respond to the impact of workforce adjustment, a process that involves the participation of the Association and provides for the fair and equitable treatment of surplus employees has been agreed to by the parties.

Key features of the Workforce Adjustment Plan include:

Involvement of the Association

The involvement of the Association in the Workforce Adjustment Plan is accomplished through the following forums: Department Joint Committees and District Joint Committees. These forums are designed to ensure that the Association is kept informed of developments in the management of the workforce within the context of this Plan and is able to review the application of the Workforce Adjustment Plan guidelines.

Department and District Responsibilities

The Workforce Adjustment Plan guidelines are to be implemented on a department and district basis, as and where appropriate, in an attempt to resolve a staff surplus problem. These guidelines have been developed jointly and include the following: controls on hiring, reclassification to Regular status, the employment of Temporary employees, the process for filling any vacant position in this bargaining unit and the utilization of voluntary measures where possible.

Management of Surplus

If following the application of the Workforce Adjustment Plan guidelines there remains a surplus of Regular employees, the Company will offer the displacement procedure set out in Attachment A of this Agreement to all surplus Regular employees with 8 or more years of net credited service (NCS).

Separation *

Where after the application of the above-described process, surplus employees exist, they will be treated as follows:

1) Any surplus employee with less than 15 years of NCS may choose one of the following options:

a) A lay-off with recall rights for a period of 52 weeks with a lay-off allowance as set out in Attachment B to this Agreement,

or

b) A lump sum payment upon termination equivalent to the value of the Company contribution had the employee received a lay-off allowance as set out in Attachment B to this agreement.

* Lump sum payments offered to Part-time employees shall be established on a pro-rated basis.

2) Any surplus employee with 15 or more years of NCS who has elected not to avail herself of the displacement procedure, may choose one of the following options:

a) A lay-off with recall rights for a period of 52 weeks with a lay-off allowance as set out in Attachment B to this Agreement,

or

b) A lump *sum* payment upon termination calculated as follows: 1.5 weeks X NCS X basic weekly rate.

3) Any surplus employee with 15 or more years of NCS who has elected to avail herself of the displacement procedure and who has not found another position, will be able to choose one of the *options* outlined in 1 a) or 1 b).

Whenever an employee fails to select one of the above-mentioned options, she shall be placed on lay-off in accordance with 1 a) or 2 a).

The Company will supply monthly to the Association, lists of employees who elect for a termination package by department and locality, indicating for each employee, the date of separation, the NCS date of the employee, and her original work location.

Career Transition Services

Career transition services will be offered to employees looking for another job inside Bell or elsewhere and will include: access to one-on-one counseling, job search support and training (as determined on a case by case basis). These services will be offered to employees, as appropriate, based upon an assessment of the individual's circumstances and the opportunities for placement.

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.

It is understood that where an employee is placed into a lower-rated job as a result of the measures contemplated under this Agreement, she shall immediately be paid the basic rate of pay for that job.

With the exception of the provisions found in Attachments A and B of this Agreement, the parties agree that any difference regarding the interpretation or administration of this Agreement shall be dealt with by the appropriate forums established for the involvement of the Association whose decisions shall constitute a final and binding settlement of the matter.

The parties agree that any difference regarding the interpretation or administration of the provisions set out in Attachments A and B of this Agreement may be processed in accordance with the provisions of Articles 16 and 17 of the *Collective Agreement*.

Duration

This agreement shall come into effect on June 17, 2002 and expire at the end of this *Collective Agreement*.

Signed at Montréal this 17th day of June 2002.

Denis Bélanger
Marcel Clément
Darlene Levecque

Josée de Varennes
Viviane Guitard
Cheryl A. MacDonald
Randy Marie Sloat

Howard Anderson
Diane Long
Geneviève Paul

Anna Marie Bolin
jeannette Boucher
Christiane Minner

For the Company

For the Association

DISPLACEMENT PROCEDURE

In the case of a surplus Regular employee with 8 or more years of NCS, the Company will attempt to place the employee into a position in the following manner and sequence:

Provided the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event within *not more* than a 21 calendar day familiarization period, and provided that such assignment can be made without displacing an employee with 8 or more years of NCS:

- First; by displacing the most junior employee in the same department within the same locality in the following order:

Step 1	Same Salary Group	Same District	Same Locality
Step 2	Same Salary Group	Same Department	Same Locality
Step 3	Other Salary Group	Same District	Same Locality
Step 4	Other Salary Group	Same Department	Same Locality

- **Second; by displacing the most junior employee in the same locality, but across departments in the following order:**

Step 5	Same Salary Group	Other Department	Same Locality
Step 6	Other Salary Group	Other Department	Same Locality

- **Third; by displacing the most junior employee within the same department, but outside the locality in the following order:**

Step 7	Same Salary Group	Same District	Other Locality
Step 8	Same Salary Group	Same Department	Other Locality
Step 9	Other Salary Group	Same District	Other Locality
Step 10	Other Salary Group	Same Department	Other Locality

- Notes:**
1. **A Regular employee with less than 8 years of NCS, who has been displaced under Steps 1, 3, 7 or 9 of the above process may displace the most junior Regular employee on the same occupational title within the same department and locality, provided that such assignment can be made without displacing a more senior employee.**
 2. **An employee who declines a placement into a position as provided by the above process shall be offered career transition services.**

ATTACHMENT B

MY-OFF ALLOWANCE PLAN

A Regular employee who is laid-off shall be granted lay-off allowance under the Lay-off Allowance Plan, as follows:

1. Subject to paragraphs 2' to 5 below and the Employment Insurance Act and Regulations, a Regular employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

Net Credited Service on Date of Lay-off	Lay-off Allowance Entitlement
Less than 1 year	0
1 year but less than 2 years	3 weeks
2 years but less than 3 years	4 weeks
3 years but less than 4 years	5 weeks
4 years but less than 5 years	6 weeks
5 years but less than 6 years	7 weeks
6 years but less than 7 years	8 weeks
7 years but less than 8 years	9 weeks
8 years but less than 9 years	10 weeks
9 years but less than 10 years	11 weeks
10 years but less than 11 years	13 weeks
11 years but less than 12 years	14 weeks
12 years but less than 13 years	15 weeks
13 years but less than 14 years	16 weeks
14 years but less than 15 years	17 weeks

Three weeks additional pay for each full year of service in excess of 15 years of NCS.

- 2. Lay-off allowance payments shall be based on the employee's weekly basic rate of pay in effect on the date of lay-off and made on a biweekly basis.**
- 3. a) The Lay-Off Allowance Plan becomes operative at the time the employee applies and qualifies for Employment Insurance benefits and upon receipt of proof that she receives such benefits.**
b) Each week's benefit shall be equivalent to 90% of the employee's basic rate of pay on the date of the lay-off in the case of a Regular Full-time employee, and to 90% of the average basic rate of pay in the four pay periods preceding the date of the lay-off in the case of a Regular Part-time employee, less Employment Insurance benefits entitlement, any earnings from other employment and statutory deductions, subject to the maximum weekly earnings provided for under the Employment Insurance Act and Regulations.

4. Entitlement to the lay-off allowance will cease as follows:
- a) when the lay-off allowance entitlement is used up;
 - b) when the employee reports for work subsequent to recall;
 - c) when the employee fails to report for work after recall;
 - d) when the employee has not been recalled to work within 52 weeks of the date of lay-off as set out in paragraph 5 of the Recall Procedures Section of this Attachment;
 - e) when the employee is disentitled or disqualified from Employment Insurance benefits;
 - f) when the employee obtains other employment which disentitles or disqualifies the employee from Employment Insurance benefits;
 - g) if the employee resigns.
5. An employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the *date of return to work* shall be granted a lay-off

allowance pursuant to paragraph 1 above based on her overall NCS after deducting the lay-off allowance she received during her previous lay-off.

Benefits Coverage

1. The Company agrees to treat the first 30 calendar days of a lay-off as a leave of absence and to maintain the eligibility of a laid-off employee during that period to:
 - a) credit for *service*;
 - b) participation in the Flexible Benefits Program (health, life and accident insurance coverage), without payment of premium;
 - c) participation in the optional life and accident insurance plans, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

Recall Procedures

1. a) Laid-off employees shall be listed on a recall list by department and locality. With the exception of employees in Toronto and Montréal, where an employee has been laid-off in a locality and all of the Department's operations in that locality have been eliminated, or are expected

to be eliminated within the one (1) year period following the date of the employee's lay-off, the employee shall, on the date of her lay-off, be permitted to place her name on the recall list for one (1) other locality within the operating territory of the Department.

- b) When a job vacancy becomes available within the department and locality and a recall is warranted, eligible employees shall be recalled in inverse order of lay-off (by seniority, where two (2) or more employees have the same date of lay-off) provided they are immediately able to perform the work available. If there are no employees on the recall list who are immediately able to perform the work available, the same process will be followed for the recall of eligible employees provided they are qualified to perform the work available. When an employee accepts a recall to work, she shall immediately be paid the basic rate of pay for that job. If the employee accepts a recall to a work location other than her normal work location at the time of lay-off, she shall not be eligible to travel time and expenses as provided under Article 31 of the Collective Agreement.

2. It is the responsibility of a laid-off employee who desires to be recalled within the terms above to keep the Company informed of her correct address, and to advise the Company within 10 calendar days of the date of recall as to her acceptance.
3. The Company may assume that failure on the part of any laid-off employee to notify the Company within 10 calendar days of the date of the offer of recall concerning her acceptance of the offer, or to report for duty within 15 calendar days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.
4. The date of mailing of a registered letter to the employee's last address of record shall be the date of offer of recall.
5.
 - a) A laid-off employee who has not been recalled to work within 52 weeks of the date she was laid off shall be deemed to be terminated from the employ of the Company.
 - b) In the determination of *the* period of lay-off in paragraph 5 a) above, an employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall not be considered to have

interrupted the continuity of the lay-off, however, the period of re-employment shall not be included as forming part of the period of lay-off. It is understood that, until she has completed 52 weeks of continuous service after the date of return to work, a recalled employee is subject to direct lay-off and shall not have access to a separation package, the career transition services or the displacement procedure set out in Attachment A to this Agreement.

Information Lists

1. The Company agrees to supply monthly to the Association, lists of laid-off employees by department and locality indicating for each employee the date of lay-off, the NCS date, and her original work location.

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

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June 17, 2002

Ms. Jeannette Boucher
Vice-president
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Career Mobility Project

Dear Ms. Boucher,

This is to confirm our understanding related to the Career Mobility Project reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

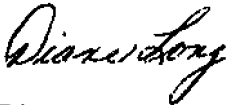
The Career Mobility Project involves the complete redesign of the current transfer process, and will be implemented by the end of 2002. This new process shall include:

- full job posting;
- web enabled posting and application;

- priority treatment of surplus and medical cases;
- Employee Selection Process.

The parties also agreed that a joint committee, composed of Representatives of the Bargaining Committees, will be involved in the implementation of the Project, including the process to be followed, the transition plan and the communication plan, The evolution of this Project will be reviewed at consultative meetings.

Yours truly,

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

Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-President
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Compressed Work Week - Transition

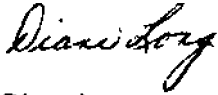
Dear Ms. Boucher,

This is to confirm our understanding related to the transition period for the Compressed Work Week reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

It was agreed, during bargaining, that for the period June 1 to December 31, 2002 the value for Pay for Work on a Holiday and Pay for Holiday not Worked would be based on the number of hours scheduled on the day where the holiday falls. Employees will be encouraged to take lieu days owing prior to December 31, 2002. Should there be lieu days remaining, they will be converted into hours and

put in a bank of hours to be taken in 2003. Days Off With Pay and Holidays will have a maximum value of 7.5 hours as of December 1, 2002 and January1, 2003 respectively.

Yours truly,

A handwritten signature in black ink, appearing to read "Diane Long". The signature is written in a cursive style with a large, looping "L" and a trailing flourish.

**Diane Long
Director of Industrial Relations**



June 17, 2002

Ms. Jeannette Boucher
Vice-President
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Employee Development and Training

Dear Ms. Boucher,

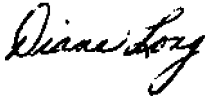
This will confirm our understanding related to Employee Development and Training resulting from participation in projects and activities, as mentioned below, reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Employees are increasingly participating in workplace reorganization and other similar projects. They are also participating in joint committee activities established to address service, revenue, cost and employee issues.

The Company recognizes the valuable contribution which an employee can make to these activities and the skills,

training and experience which the employee may gain through her participation. In the personal planning and development process, the manager and employee should ensure that the training and skills acquired by the employee as well as her contribution to these activities are appropriately noted.

Yours truly,

A handwritten signature in cursive script that reads "Diane Long".

Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Bouchet
Vice-president
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Ergonomic Guidelines

Dear Ms. Boucher,

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

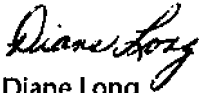
The Corporate Health and Safety Committee has developed an Ergonomic Awareness Program that was designed to increase knowledge and promote adherence to ergonomic principles. This program is now part of Bell's Accident Prevention Process (APP).

The business units will ensure that all new employees are trained within the first two months of hiring, and that this training is recorded in the employee's APP record.

The bargaining committees are supportive of the work being done by the Corporate Health and Safety Committee in this regard.

Both employees and managers continue to share a common responsibility to adhere to the existing Ergonomic Guidelines and encourage their application in the workplace.

Yours truly,

A handwritten signature in cursive script that reads "Diane Long".

Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-president
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Quebec)
H3B 2N2

Subject: Omniflex

Dear Ms. Boucher,

This is to confirm our understanding related to Omniflex reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

It was agreed during bargaining that Omniflex, an enhanced Flexible Benefits Program that provides more choices, including the purchase of up to two (2) additional vacation days and/or additional benefits coverage, will be offered to Regular Clerical and Associated employees as of July 2003.

Employees will enrol in the new program in May 2003. if they elect to purchase vacation days, such days will be taken in the following calendar year and will be scheduled according to existing practices.

Yours truly,

A handwritten signature in black ink, appearing to read "Diane Long". The signature is written in a cursive style with a large, looping "D" and "L".

Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-president
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Outsourcing Initiatives

Dear Ms. Boucher,

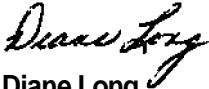
This is to confirm our understanding related to Outsourcing Initiatives reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Should the Company decide to proceed with the outsourcing of work which falls within the scope of the Collective Agreement, the Company shall initiate discussions with the Association in an effort to establish a transition process aimed at limiting as much as possible the impact of the outsourcing on transferred employees and Company operations. Should Regular employees be declared surplus by the Company as a result of an

outsourcing initiative, the Workforce Adjustment Plan Memorandum of Agreement shall apply.

The Company shall not oppose any application for certification made by the Association with respect to outsourced activities, subject to applicable legislation.

Yours truly,

A handwritten signature in cursive script that reads "Diane Long".

Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-President
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject Pension Plan Review

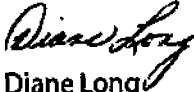
Dear Ms. Boucher,

This is to confirm our understanding related to the Pension Plan Review reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

The Company will undertake a review of the Pension Plan during the years 2002 and 2003. This revision will include a comparison to market, general considerations such as demographic realities, mobility of employees, attraction of employees, financial impacts, etc., as well as taking into account the various stakeholders' needs. The Company and the CTEA will meet in consultative forums to discuss

the Pension Plan Review and the recommendations that will follow.

Yours truly,

A handwritten signature in cursive script, appearing to read "Diane Long".

Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-president
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montreal (Québec)
H3B 2N2

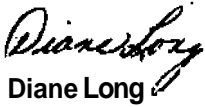
Subject: Personal Days Off Without Pay

Dear Ms. Boucher,

This is to confirm our agreement related to Personal Days Off Without Pay reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

All Regular employees will be entitled to a maximum of two (2) Personal Days Off Without Pay in the period January 1 to December 31, 2003. It was agreed that these days shall be granted, subject to service requirements, and scheduled *in* full or half days outside of the scheduling process for paid days off.

Yours truly,

A handwritten signature in black ink, appearing to read "Diane Long". The signature is written in a cursive, flowing style with a prominent loop at the end.

Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-president
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: **Planning for Paid Days Off**

Dear Ms. Boucher,

This is to confirm our understanding related to a process for the planning and scheduling of paid time off reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Implementation of the Process

Where it is determined locally, through a joint agreement between the CP4 manager and the CTEA District President, a standardized process that provides for the planning and scheduling of days off throughout the year, will be implemented.

The days available to employees for planning and scheduling would be those acquired through provisions within the Collective Agreement, e.g. personal days off with pay, vacation in days, lieu days, days off with pay, and compensating time off.

Eligibility

Both Full-time and Part-time employees with paid days and/or compensating time off accumulated prior to the applicable scheduling period.

Scheduling Guidelines

For a minimum of 10 months within each calendar year, eligible employees will be able to select days to meet their personal needs, Full-time employees will be able to select a minimum of 10 days per year. Employees will advise their managers, during the scheduling process, of which day they will be using when they select their day off e.g. personal day off with pay, vacation day, lieu day, etc.

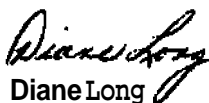
Each business unit that chooses to implement this process will determine, based on business and customer needs, which months per year will be available for employees to select within. This should not preclude normal provisions for vacation planning and scheduling. Business units may have different scheduling periods or restrictions on months or days available, based on force to load trends and customers' expectations.

Selection Process

The selection process for days off should be determined locally based on current scheduling practices. The maximum openings available per day for selection will be determined by each business unit and the existing procedures for schedule administration will be used as the communication tool.

It is agreed that consultation should take place between the designated Company and CTEA representatives when appropriate, to review the distribution of available days.

Yours truly,



Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-President
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Profile Joint Committee

Dear Ms. Boucher,

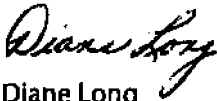
This is to confirm our understanding related to the Profile joint Committee reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

The existing Profile Joint Committee will continue to maintain and utilize the Profile Plan of job evaluation for purposes of determining the value of clerical and associated jobs. This Joint Committee will also participate in maintaining equity within the Company and addressing any future issues that may arise in this respect.

The Profile Joint Committee is responsible for evaluating new jobs and addressing requests for revision following any significant modification to the job functions and/or requirements.

The Joint Committee is currently working on a project for revision of the Client Representative profiles and will report on the progress of this initiative on a consultative basis.

Yours truly,

A handwritten signature in black ink that reads "Diane Long". The signature is written in a cursive style with a large, looping initial "D".

Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-president
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montreal (Québec)
H3B 2N2

**Subject: Salary Treatment for Workplace
Reorganization Trainers/Counselors**

Dear Ms. Boucher,

This is to confirm our understanding related to the Salary Treatment for existing and new Workplace Reorganization Trainers/Counselors reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

The following weekly salary treatment will apply to Trainers/Counselors in accordance with the criteria outlined in Section 21.03 of the Collective Agreement.

	<u>June 1, 2002</u>	<u>June1, 2003</u>	<u>June1, 2004</u>
Step 1	\$ 961.95	\$ 990.81	\$1020.53
Step 2	\$1012.15	\$1042.51	\$1073.79
Step 3	\$1064.42	\$1096.35	\$1129.24

The parties agree that any difference concerning this letter shall be discussed on a consultative basis.

Yours truly,



Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-President
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Security Interviews

Dear Ms. Boucher,

This is to confirm our understanding related to interviews conducted by representatives of the Security Department reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

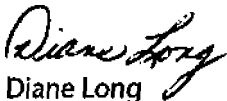
The Company agrees that an employee's manager will inform her, prior to any Security interview, that she is entitled to be accompanied by a Representative of the Association.

The Company agrees that the Representative of the Association will be informed prior to any interview to be conducted by Security with an employee of the bargaining unit, where the employee involved consents.

The employee, unless she objects, shall be granted immediately prior to a Security interview a maximum of 15 minutes to confer with *the* Representative of the Association.

It is also agreed that the Representative of the Association may attend the Security interview, where the employee involved consents, as an observer but not as a participant.

Yours truly,

A handwritten signature in cursive script that reads "Diane Long".

Diane Long

Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-president
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Training and Learning Opportunities

Dear Ms. Boucher,

This is to confirm our understanding related to the evolution of Training and Learning Opportunities for the employees reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

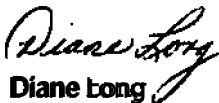
The Company recognizes that a highly skilled workforce will create a sustained competitive advantage. In order to foster a work environment that promotes personal development and continuous competency development, the Company will support initiatives, processes and tools that will help employees enhance their employability.

The Company will ensure:

- that competency profiles exist for employees;
- 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;
- the Educational Assistance Plan, as outlined on the Human Resources website, is respected;
- that each employee is able to take up to one and one-half days (11 hours and 15 minutes) of training of her choice, from the courses offered online by the Company, during the life of this Collective Agreement.

The Company *not* only wishes to ensure that the employees will pursue development of competencies directly required to perform their current duties, but also acknowledges their desire to train in fields that they deem appropriate *to* advance their career within the Company, The manager and employee shall ensure, that the training and competencies acquired by the employee are documented in the overall planning and development process.

Yours truly,



Diane Long
Director of Industrial Relations



June 17, 2002

**Ms. Jeannette Boucher
Vice-President
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montreal (Québec)
H3B 2N2**

Subject: Utilization of External Human Resources

Dear Ms. Boucher,

This is to confirm our understanding related to the Utilization of External Human Resources reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

The parties have agreed to meet periodically to exchange information and to encourage consultation between management and representatives of the Association on issues related to the utilization of external human resources and its potential implications on the functions covered by the bargaining unit.

It is the Company's policy, whenever there is a requirement:

- *for* specialized **skills**, equipment *and/or* professional **expertise**, which is not normally **performed** or available within the Company or not available within **the** time frame required;
- to handle work which could otherwise result in an uneconomical drain on skilled employees;
- to temporarily supplement or replace work **or** services normally provided by existing employees;

to resort to **using** external human resources to **perform** work **or provide** services required to meet its commitments and responsibilities towards its customers **and the public**.

The **Company** and the Association shall work together to balance the interests of customers, the Company **and employees** with **respect** to the **utilization** of **external** human resources.

To achieve this, each quarter, or **more** or less frequently if the parties so agree, each **CP4** manager who uses or **plans to use** external human resources shall meet with the District President to discuss and review such activities and the related concerns, within the **CP4** manager's organization.

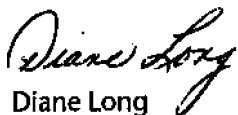
Discussions between the CP4 manager and the District President (or their delegates) **should** include but are not limited to:

- **current** and forecasted volume of work and future projects;
- alternatives such as using Temporary or Part-time employees, making more efficient use of available employees, etc. prior to the utilization of external human resources;
- work which the CP4 manager **expects** to have performed by external human resources. Management should notify the Association as much in advance as possible of its intent to resort to external human resources;
- utilization of external human resources by the CP4 manager's organization since the last meeting;
- feedback on work which was performed by external human resources to identify possible improvements or suggest alternatives.

In addition, the CP3 and/or CP2 manager and the CTEA Representative will meet before the planned hiring of external human resources to discuss the rationale, alternatives and duration of the contract.

Finally, as previously indicated, the Bargaining Committees will review the utilization of external human resources at consultative meetings.

Yours truly,

A handwritten signature in black ink that reads "Diane Long". The signature is written in a cursive style with a large, looping "L" and a long, sweeping tail.

Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-President
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

**Subject: Workforce Diversity and Employment
Equity**

Dear Ms. Boucher,

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

Vision

The Company and the Association 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 our Company a distinct competitive advantage by becoming:

- the Employer of Choice;
- the Company of Choice; **and also**
- **a Leading Communications Innovator.**

Role of the Business Units

Both parties **agree** that managers play a key role in fostering diversity in the workplace, and ensuring that employees understand the Company's policies as they relate to Workforce Diversity and Employment Equity. The **CP4** managers are encouraged, with the assistance of the Human **Resources and Industrial** Relations Consultants, to develop and support initiatives that will **increase** awareness **and effect** positive changes within their districts. Where appropriate, these initiatives shall include, but not **be limited to:**

- ensuring external and internal hiring practices facilitate attracting candidates from the four Designated Groups (i.e. Women, Aboriginal Peoples, Persons with Disabilities and Members of Visible Minorities);

- **ensuring new employees have the opportunity** to complete the Self-identification Questionnaire **upon** hiring, as **well** as upon reclassification to Regular status;
- sensitizing employees to the **Company's** policies through communications **and** in employee meetings;
- promoting the Company's Diversity website;
- training on Diversity Awareness **and/or** Respect In the Workplace;
- supporting **and** broadening the network of Diversity Awareness Training Facilitators;
- supporting local events to promote diversity and multiculturalism.

The CP4 managers are encouraged to share the results of **the** initiatives in meetings between the Company and the CTEA. The **joint** Corporate Diversity and Employment Equity Committee will review on **an** ongoing basis the **progress** of the initiatives within the Business Units.

Joint Committee

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

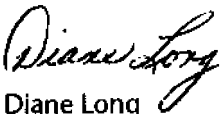
- sponsoring and supporting activities that help achieve the vision;

- helping all employees to understand their responsibilities to treat others in a non-discriminatory and fair way;
- making recommendations to appropriate forums or departments in the Company;
- 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,



Diane Long
Director of Industrial Relations



June 17, 2002

Ms. Jeannette Boucher
Vice-president
Canadian Telecommunications Employees' Association
Suite 360, Place du Canada
Montréal (Québec)
H3B 2N2

Subject: Workplace Reorganization

Dear Ms. Boucher,

This is to confirm our understanding related to Workplace Reorganization reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

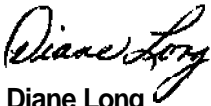
Workplace Reorganization is a process that expands the scope of employees' jobs through greater participation in the decisions that affect the individual, the corporation and the customer. The focus of the process is employee involvement, team development and organization effectiveness.

The Bargaining Committees of the Association and the Company agree to the following:

- Maintain **the** Joint Steering Committee to continue to monitor status and progress; provide orientation, **and required** support to the Trainers/Counselors; **promote** employee involvement **and** team development within all respective organizations.
- Maintain a basic infrastructure of Trainers/Counselors to support **employee** involvement and **team** development. Funding for Trainers/Counselors' salaries and expenses will **be** from the business unit budgets.
- Commit to maintain or expand the principles **and concepts of employee** involvement and **team** development **throughout the Company**.
- Continue to make Trainer/Counselor positions available to support **employee** involvement **and** team development initiatives. Each Trainer/Counselor will be provided with continuous training, coaching and support **from** their respective organizations.

By agreeing to the steps outlined above, the Company and the Association demonstrate their commitment to the implementation of Workplace Reorganization for employees of the Clerical and Associated Employees' bargaining unit.

Yours truly,



Diane Long
Director of Industrial Relations