

COLLECTIVE AGREEMENT

BETWEEN

CANADIAN TELEPHONE  
EMPLOYEES' ASSOCIATION

AND

BELL CANADA

COMMUNICATIONS SALES EMPLOYEES



EFFECTIVE JANUARY 1, 2000





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## COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 16th day of December, 1999

BETWEEN:

CANADIAN TELEPHONE 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.

- 1 -

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

**Workforce Diversity**

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

**Discrimination**

1.02 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.



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

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

## ARTICLE 2 DEFINITIONS

2.01 For purposes of this Agreement,

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

(1) is employed in a confidential capacity in matters relating to industrial relations, or

(2) employed as an occasional employee, or

(3) exercises management functions ("leader").

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

- (c) "Regular Term Employee" means an employee engaged for a specific project or a limited period which is expected to continue for more than twelve (12) months but may terminate upon completion of the project or at the end of the period.
- (d) "Temporary Employee" means an employee who is engaged on the understanding that the period of employment is expected to continue for more than three (3) weeks but not more than two (2) years.
- (e) "Full-Time Employee" means an employee who is normally required to work the basic hours of work.
- (f) "Part-Time Employee" means an employee who is normally required to work less than the basic hours of work.
- (g) "Occasional Employee" means an employee who is engaged on the understanding that the period of employment will not exceed 45 days in a calendar year.
- (h) "Probationary Employee" means an employee who has worked less than 130 days or who has less than 12 months of net credited service. As soon as one of these two (2) terms is completed, the employee will no longer be considered a probationary employee.
- (i) "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.

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

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

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

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

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

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

#### **Wage Increases**

3.03 The time interval from one step to the next on the

wage schedules shall be six (6) months.

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

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

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

3.05 Wage increases shall be granted on the basis of satisfactory performance as determined by the Company, and may be granted at intervals specified in the wage schedules in Appendix C, or may be deferred for a period determined by the Company.

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

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

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

3.09 Under certain conditions, of which the Association shall be notified, higher rates than those called for by the

wage schedules contained in this Agreement may be paid by the Company to individual employees, where in the Company's judgement such rates are appropriate.

### **Pay Days**

3.10 An employee shall be paid every alternate Wednesday at his basic rate of pay for the two-week period ending on that day and for overtime work and other additions in pay for the immediately preceding two-week period. Pay will be adjusted for unpaid absences which occurred during such earlier two-week period.

### **Promotional Pay Treatment**

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

### **Temporary Work Assignments**

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

**ARTICLE 4**  
**SENIORITY**

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

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

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

**Full-Time Employees**

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

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

### **Personal Days Off Paid**

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

### **Part-Time Employees**

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

### **Personal Time Off**

5.05 Each employee working in the Direct Marketing Associate occupation will be granted up to two (2) unpaid days off per calendar year, for personal reasons or emergencies, for the duration of the Collective Agreement.

### **Overtime**

5.06 An employee who is required to work one-half hour or more in excess of the basic hours for the day, or for the week, shall receive payment at the employee's hourly

rate multiplied by one and one-half times the excess hours worked.

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

**Holidays**

6.01 The following shall be recognized as Company holidays:

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

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

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



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

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

6.06 Where a Company holiday falls on a Saturday, the Company shall either include it in the weekly schedule of an employee or shall grant another day off with pay, computed in accordance with the provisions of Section 6.10, outside the period of the annual vacation at a time determined by the Company.

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

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

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

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

## Pay for Work on a Holiday

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

- (i) shall be paid at his basic rate of pay for that day or,
- (ii) may be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works his basic hours for the day.

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

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

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

or

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

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

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

#### **Pay for Holiday not Worked**

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

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

or

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

#### **Day Off With Pay**

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

(i) 10% of his basic rate of pay earned for the pay

period immediately preceding the day off with pay;

or

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

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

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

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

or

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

**ARTICLE 7**  
**VACATIONS**

**NOTE:**

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

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

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

For purposes of this Section:

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

**Entitlement In Subsequent Years**

7.02 An employee, in the years subsequent to his year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below, in the year in which he is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:

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

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

7.04 All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that vacation

entitlement is determined in accordance with net credited service in the year for which the vacation is given.

7.05 Notwithstanding the provisions of Section 7.02, an employee who accumulates less than a full year of net credited service in a calendar year shall be entitled to a vacation with pay for that calendar year as indicated in the table below:

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

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

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

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

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

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



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

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

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

and in addition,

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

or

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

7.12 An employee entitled to four (4) weeks or more of

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

#### **Pay in Lieu of Vacation**

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

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

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

<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 he shall also receive 4% on any difference between his total earnings in the calendar year for which the vacation is given and his basic pay for the calendar year

or

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

7.16 The amount of pay in lieu of vacation to be granted in accordance with Section 7.15 shall be reduced by the amount of the pay applicable to any part of a vacation for

the current calendar year taken by the employee before he left the Company's service.

**ARTICLE 8**  
**TRANSFERS**

8.01 All 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 9**  
**SICKNESS ABSENCE**

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

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

9.02 An employee working in the Direct Marketing Associate occupation who is absent on account of sickness

or quarantine, shall be paid for continuous absence prior to the eighth full calendar day of such absence, as follows:

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

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

(c) A Direct Marketing Associate with two (2) but less than four (4) years of net credited service shall be paid for that part of the absence in excess of two (2) consecutive half tours.

(d) In the determination of pay treatment in subsections 9.02 (b) and (c), 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.

(e) A Direct Marketing Associate with four (4) or more years of net credited service shall be paid for the full absence.

9.03 An employee is not entitled to any pay provided

under this Article for any day in which he is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

## **ARTICLE 10**

### **LEAVES**

#### **leave for Child Care Responsibilities**

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

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

#### **Bereavement Leave**

**10.03** An employee shall be granted, in the event of the death of his spouse, common-law spouse, same-sex partner, son or daughter, bereavement leave of up to five

(5) days with pay from his scheduled tours of duty that occur during the five (5) days immediately following the day of death.

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

- his father, his mother, the spouse or common-law spouse of his father or mother
- his brother, his sister
- his father-in-law, his mother-in-law, the spouse or common-law spouse of his father-in-law or mother-in-law
- the father or mother of his common-law spouse or same-sex partner
- other relative residing in the same permanent residence as does the employee.

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

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

## **ARTICLE 11**

### **LIVING AND TRANSPORTATION EXPENSES**

11.01 The Company shall pay the necessary transportation expenses incurred on the job. It is the Company's intention with respect to living and transportation expenses that an employee be reimbursed on the basis that there will be neither financial loss or gain to the employee for reasonable expenses incurred on the job.

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

## **ARTICLE 12**

### **DISCIPLINE**

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



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

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

**ARTICLE 13**  
PROBLEM RESOLUTION AND GRIEVANCES

**Problem Resolution**

13.01 (a) The Company and the Association are committed to promptly resolving problems at the level closest to the employee concerned. To that end, they recommend the interest-based problem solving technique as one of the efficient ways to resolve differences between the Association or the employees it represents and the immediate leader to the satisfaction of each party. The parties agree that the employee's Representative or a Representative designated by the Association and the leader of the employee should try to resolve the difference using the technique in the applicable Company practices currently in effect, or as amended following consultation with the Association prior to a grievance being filed in accordance with relevant provisions of this Article. The employee concerned may attend this meeting, if he so desires. The information exchanged during the problem

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

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

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

### **Individual and Group Grievances**

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

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

## Step 1

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

## Step 2

13.04 (1) Where a grievance concerning the interpretation, administration, application or alleged violation of a provision of the Agreement has not been settled at Step 1, the grievance shall, if so desired by the 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 (CTEA), or to his designate, within the 42 calendar days following disposition of the matter at Step 1. The Company members of the Grievance Committee shall have 28 calendar days following presentation of the grievance in which to render a written

decision.

### Policy Grievances

13.05 If the interests of the 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 which shall be filed at Step 1 and signed on behalf of the Association by the District Representative from that District, and shall be identified as a Policy Grievance. If the matter grieved is of broader application than a district, the Association may file a grievance at Step 2. Such grievance shall be signed by an Officer of the Association and shall be identified as a Policy Grievance. Such grievances shall be processed in accordance with the relevant provisions of Sections 13.03 and 13.04.

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

### Time Limits

13.07 Any grievance not presented or processed by the 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.

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

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

#### General

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

### ARTICLE 14 ARBITRATION

14.01 Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the 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 13.04, but no later, in the manner set forth below, to have

the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

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

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

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

14.05 The parties shall each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require and, except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

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

**ARTICLE 15**  
**COST OF LIVING ALLOWANCE**

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

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

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

figure equal to the difference between the percentage increase in the C.P.I. and 3.2%.

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

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

**ARTICLE 16**  
EMPLOYEE INFORMATION

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

**ARTICLE 17**  
VALIDITY OF AGREEMENT

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



**ARTICLE 18**  
**APPLICATION**

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

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

**ARTICLE 19**  
**DEDUCTION OF REGULAR DUES**

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

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

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

**19.04** 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.

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

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

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

## **ARTICLE 20**

### **EMPLOYEE REPRESENTATIVES**

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

**20.02** Before changing the status of any Representative who is to continue in the Company's employ, so as to

render him ineligible to represent his voting unit, such Representative shall be allowed reasonable time to transfer his duties as a Representative to his successor.

**ARTICLE 21**  
NOTIFICATION TO ASSOCIATION

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

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

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

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

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

### Security Interviews

21.06 The Company agrees that:

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

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

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

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

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

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

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

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

**Safety and Health Committees**

22.04 (a) The Corporate Safety and Health Committee is composed of one (1) CTEA Vice-president designated by the Association and one (1) representative of the Company.

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

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

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

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

#### **Video Display Terminal**

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

**ARTICLE 23**  
**TIME ALLOWANCE**

23.01 The Company agrees that:

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

23.02 (a) The Association shall transmit in writing to the Company the names of those Representatives, which includes District Representatives, responsible for submitting to the Association's Bargaining Committee the proposed

demands of employees. Such Representatives may attend pre-bargaining meetings held by the Association for such purpose without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, up to a maximum of two (2) days, three (3) days in the case of District Representatives, from their regularly scheduled tours of duty, provided that the Company is given the name of each Representative at least two weeks before the date the time off is to begin.

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

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

23.04 (a) Representatives may, without deduction of the time so occupied in the computation of the time worked for the Company, attend to other business of the Association during scheduled working hours, provided that each Representative must arrange with his immediate leader, subject to service requirements, for all time off the job, not



to exceed 30 consecutive calendar days, required for the above purpose and providing such business is concerned with the bargaining unit covered by this Agreement. All time off so required will be granted as time off without pay, however;

(b) the Company will pay the Representative, on behalf of the Association, at his 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 leader at least 21 days prior to the date requested for the commencement of the time off without pay.

## ARTICLE 24 MEETINGS

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

24.02 At such meetings, the number of persons shall not exceed seven (7) for the Company and seven (7) for the Association. Any increase to the number of persons at the

bargaining table shall be by mutual agreement between the parties.

**ARTICLE 25**  
**BARGAINING PROCEDURE**

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

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

25.02 No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced to writing and signed by the authorized bargaining Representatives of the 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 26**

### **EXPENSES**

26.01 Each party shall bear the expenses incurred by its own Representatives in attending meetings or proceedings contemplated by this Agreement, and all joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

## **ARTICLE 27**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE 28**

### **WORKFORCE ADJUSTMENT**

28.01 Where any condition arises which reduces the work load to the extent that a general program of lay-offs or

spreading the work is contemplated, the Company shall endeavour to reach an agreement with the Association as to whether a plan of part-timing, lay-offs or a combination of the two shall be put into effect.

28.02 In the event that an agreement as to a plan cannot be reached within a period of 30 days after the matter has been submitted to the Association, the Company may proceed on a plan of part-timing to the extent it deems necessary.

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

## **ARTICLE 29**

### **TECHNOLOGICAL CHANGE**

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

**ARTICLE 30**  
**DURATION**

30.01 This Agreement shall become effective January 1, 2000, except as otherwise herein provided, and shall remain in full force and effect up to and including December 31, 2003.

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

30.03 Notice to terminate under this Article shall be effectively given if addressed by the Company to the Secretary of the Canadian Telephone Employees' Association, Place du Canada, Room 360, Montreal, Quebec, H3B 2N2, or by the Association to the Secretary, Bell Canada, Room 3700, 1000 de la Gauchetiere West, Montreal, Quebec, H3B 4Y7, and in either case is received at least sixty (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 16th day of December, 1999.

Bell Canada

Canadian Telephone  
Employees' Association

Diane Long  
Lino Mischia  
Michelle Sheardown Tanzos  
Marjolaine Lachance  
Genevieve Paul

Claudio Basso  
Lillian Blanchette  
Lina DiGiorgio  
Pierre Distilio

Judith King  
Derek Gagne  
Robert St-Aubin

LIST OF OCCUPATIONS

COMMUNICATIONS SALES EMPLOYEES

Direct Marketing Associate - Consumer Market

Direct Marketing Associate - Business Market

Sales Associate

Sales Representative

Account Executive

## APPENDIX B

### LIST OF LOCALITIES

Barrie	London	St. Catharines
Belleville		Sault-Ste-Marie
	Montreal	Sherbrooke
Drummondville		Sudbury
	North Bay	
Granby		Toronto
Guelph	Oshawa	Trois-Rivieres
	Ottawa	Thunder Bay
Hamilton		
	Peterborough	Windsor
Kingston		
Kitchener	Quebec	



WAGE SCHEDULE  
WEEKLY BASIC RATES OF PAY

DIRECT MARKETING ASSOCIATE - CONSUMER MARKET

Step	January 1, 2000	January 1, 2001	January 1, 2002	January 1, 2003
1	\$462.38	\$474.00	\$486.00	\$500.63
2	\$483.75	\$495.75	\$508.14	\$523.51
3	5496.89	\$509.26	\$522.00	5537.75

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

WAGE SCHEDULE  
HOURLY BASIC RATES OF PAY

DIRECT MARKETING ASSOCIATE – CONSUMER MARKET

Step	January 1, 2000	January 1, 2001	January 1, 2002	January 1, 2003
1	\$12.33	\$12.64	\$12.96	\$13.35
2	\$12.90	\$13.22	\$13.55	\$13.96
3	\$13.25	\$13.58	\$13.92	\$14.34

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

WAGE SCHEDULE  
WEEKLY BASIC RATES OF PAY

DIRECT MARKETING ASSOCIATE - BUSINESS MARKET

Step	January 1, 2000	January 1, 2001	January 1, 2002	January 1, 2003
1	\$496.89	\$509.26	\$522.00	\$537.75
2	\$529.51	\$542.63	\$556.14	\$572.63
3	\$571.89	\$586.14	\$600.75	\$618.75

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

APPENDIX C

WAGE SCHEDULE  
HOURLY BASIC RATES OF PAY  
**DIRECT MARKETING ASSOCIATE – BUSINESS MARKET**

Step	January 1, 2000	January 1, 2001	January 1, 2002	January 1, 2003
1	\$13.25	\$13.58	\$13.92	\$14.34
2	\$14.12	\$14.47	\$14.83	\$15.27
3	\$15.25	\$15.63	\$16.02	\$16.50

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

WAGE SCHEDULE  
MONTHLY BASIC BATES OF PAY

SALES ASSOCIATE

<b>Step</b>	<b>January 1, 2000</b>	<b>January 1, 2001</b>	<b>January 1, 2002</b>	<b>January 1, 2003</b>
1	\$2,753	\$2,753	\$2,753	\$2,836
2	\$2,887	\$2,887	\$2,887	\$2,974
3	\$3,021	\$3,021	\$3,021	\$3,111
4	\$3,156	\$3,156	\$3,156	\$3,251
5	\$3,290	\$3,290	\$3,290	\$3,389
6	\$3,407	\$3,407	\$3,407	\$3,509
7	\$3,714	\$3,714	\$3,714	\$3,825

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

WAGE SCHEDULE  
MONTHLY BASIC RATES OF PAY

SALES REPRESENTATIVE

<b>Step</b>	<b>January 1, 2000</b>	<b>January 1, 2001</b>	<b>January 1, 2002</b>	<b>January 1, 2003</b>
1	\$3,278	\$3,360	\$3,444	\$3,547
2	\$3,438	\$3,524	\$3,612	\$3,721
3	\$3,606	\$3,696	\$3,788	\$3,902
4	\$3,814	\$3,909	\$4,007	\$4,127
5	\$4,035	\$4,136	\$4,239	\$4,367
6	\$4,267	\$4,374	\$4,483	\$4,618
7	\$4,631	\$4,747	\$4,866	\$5,012

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

WAGE SCHEDULE  
MONTHLY BASIC RATES OF PAY

ACCOUNT EXECUTIVE

<b>Step</b>	<b>January 1, 2000</b>	<b>January 1, 2001</b>	<b>January 1, 2002</b>	<b>January 1, 2003</b>
1	\$3,842	\$3,938	\$4,036	\$4,157
2	\$4,072	\$4,173	\$4,278	\$4,406
3	\$4,317	\$4,425	\$4,536	\$4,672
4	\$4,574	\$4,688	\$4,805	\$4,950
5	\$4,891	\$5,013	\$5,139	\$5,293
6	\$5,170	\$5,299	\$5,432	\$5,595

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





LUMP SUM TREATMENT

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

The above parties have agreed to the following provisions, which will only be applicable to employees covered by the Communications Sales Employees bargaining unit:

**1) LUMP SUM PAYMENT PAYABLE TO EMPLOYEES  
ON THE PAYROLL OF THE COMPANY AS OF  
DECEMBER 3, 1999:**

All employees shall receive a lump sum payment of \$500.00, payable on January 26, 2000.

**2) LUMP SUM PAYMENTS\* PAYABLE TO THE FOLLOWING GROUP OF EMPLOYEES WHOSE RATE OF PAY WILL BE FROZEN FROM JANUARY 1 TO DECEMBER 31, 2000:**

Employees who were in a DMA-2 Consumer Market occupation on December 3, 1999 shall receive a lump sum payment of \$650.00, payable on January 26, 2000.

These employees shall also receive a lump sum payment of \$315.00 payable on January 24, 2001 provided they are still in that occupation on January 1, 2001.

**3) LUMP SUM PAYMENTS\* PAYABLE TO EMPLOYEES ON THE SALES ASSOCIATE OCCUPATION AND ON THE PAYROLL OF THE COMPANY AS OF DECEMBER 3, 1999:**

Employees in a Sales Associate occupation on January 1, 2001 shall receive a lump sum payment of \$1,000.00, payable on January 24, 2001.

Employees in a Sales Associate occupation on January 1, 2002 shall receive a lump sum payment of \$1,000.00, payable on January 16, 2002.

\* The provisions of Article 19 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 13 and 14 of the Collective Agreement.

Signed at Montreal this 16th day of December, 1999.

Diane Long  
Lino Mischia  
Michelle Sheardown Tanzos  
Marjolaine Lachance  
Genevieve Paul

Claudio Basso  
Lillian Blanchette  
Lina DiGiorgio  
Pierre Distilio

Judith King  
Derek Gagne  
Robert St-Aubin

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For the Company

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For the Association

**WORKFORCE ADJUSTMENT**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION**

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

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

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

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

**1. Involvement of the Association**

The Company will seek the involvement of CTEA Representatives in each business unit early in the process when it becomes clear that workforce adjustment measures will be required. When a workforce reduction is foreseen, the CP4 leader will advise the CTEA District Representative concerned, as soon as possible, and share information related to the impact on human resources. The CTEA Representative of the group impacted by a workforce adjustment will be kept informed of developments in the management of the workforce throughout the process.

**2. Definition of an Entity**

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

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

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

Once the entity is established, the CP4 leader will notify the CTEA Representative concerned to discuss and review the criteria used to define the entity and this shall be done prior to notifying any impacted employee.

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

The CP4 leader or his representative will assess the possibility of transferring volunteer employees outside of the targeted entity, thus reducing the need for declaring surplus. The procedure for a transfer request (912C or 914R) should be used and even encouraged.

### **4. Declaring Surplus**

If the workforce reduction objectives are still not reached, the CP4 leader or his representative will identify employees with the lowest number of years of net credited service within the entity and fill out Form 912M-Surplus Employee. This 912M Form will

be active for a maximum period of time of one (1) month and the surplus employee will remain on his position while the search for an internal placement opportunity continues.

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

#### 5. Leader Responsibilities

In the event of a need to proceed to a workforce reduction in a specific market segment or in a designated territory, all efforts will be made to find placement for the qualified surplus employee in another market segment. The immediate leader, assisted by the appropriate Human Resources consultant, will work on identifying available positions in other districts of the Sales organization and will network amongst the various groups to favour the opportunities for placement.

The surplus employee's leader, together with the Employee Services group, must examine the possibility of reassigning the employee to an available position in the CTEA-Communications Sales bargaining unit or another unit subject to the limitations contained in any Collective Agreement or



Company practices. The surplus employee should be offered at least one option of placement, including a lower-rated job.

**6. Employee Services Group**

The role of the Employee Services group (912/205 group) is to manage the 912C, 914R and 912M Transfer requests. The purpose of this process is to try to find a job internally for qualified employees.

**7. Employee Development Center (EDC)**

The role of the EDC is to assist the employee in his career transition period. This consists of, but is not limited to, providing counseling services, job search support, training (as determined on a case by case basis) and outside placement information. These services will be offered internally or externally to employees, based upon an assessment of the individual's circumstances and the opportunities for placement. The duration of these services may differ depending on individual needs. In all events, the Company will offer two (2) weeks of paid Career Transition Services.

**8. Separation**

If the surplus Regular employee is not placed internally, he will be paid a termination allowance.

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

### 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 Company, and the Association are committed to promptly resolving problems and initiating discussions at the level closest to the employee concerned regarding the application of these workforce adjustment guidelines. The differences regarding the interpretation or administration of the provisions set out in Attachment A of this Agreement may be processed in accordance with the provisions of Articles 13 and 14 of the Collective Agreement.

Signed at Montreal this 16th day of December, 1999.

Diane Long  
Lino Mischia  
Michelle Sheardown Tanzos  
Marjolaine Lachance  
Genevieve Paul

Claudio Basso  
Lillian Blanchette  
Lina DiGiorgio  
Pierre Distilio

Judith King  
Derek Gagne  
Robert St-Aubin

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For the Company

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For the Association

TERMINATION ALLOWANCE

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

Net Credited Service on Date of Termination	Number of Weeks at Basic Weekly Rate*
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
15 years and more	1.5 weeks X years of net credited service

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

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

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

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December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Banked Time Off-Transition Period**

Dear Mrs. King:

This is to confirm our understanding reached during bargaining for the renewal of the Communications Sales Employees Collective Agreement related to the removal of Banked Time Off for Part-time Employees.

As agreed, Part-time Employees who have accumulated Banked Time until December 31, 1999 will be given the option of either taking the time off prior to March 31, 2000 or being reimbursed for these hours.

Yours truly,

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

Diane Long  
Director of Industrial Relations (CTEA)







December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Direct Marketing Bonus Plan**

Dear Mrs. King:

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

The Direct Marketing Bonus Plan shall apply to Direct Marketing Associates for the term of the Collective Agreement. The Plan shall recognize individual and team contribution toward sales and quality objectives. The Plan shall feature a motivational incentive to meet and exceed objectives.

The Local Incentive Committees, which include Representatives from the Association, have been established as a forum for consultation on issues regarding the Direct Marketing Bonus Plan.

They will:

- Establish objectives based on measurements adapted to meet market requirements;
- Make recommendations with regards to evolving the plan as required.

The potential earning opportunity will not be decreased over the term of the Collective Agreement.

Yours truly,

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

Diane Long  
Director of Industrial Relations (CTEA)



December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Distribution Channels**

Dear Mrs. King:

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

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

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

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

The Company's objective in this area is to expand its distribution channel structure to improve the value contribution of the Sales function and to better serve potential markets, not to supplant our internal salesforce. Although the parties recognize that in order to meet changes in the market, there will be an evolution of the responsibilities associated with those occupations listed in Appendix A of the Collective Agreement, it is the Company's intention to move forward with an internal sales force aligned to Bell Canada's strategic thrusts.

It is the belief of the parties that the employment security of all employees is enhanced by efforts directed at creating a productive, flexible and cost effective environment and by increasing our presence in the marketplace. The Company commits to continue to dialogue with the Association, through the consultative process, on issues related to distribution channels in an effort to promote the mutual understanding necessary to alleviating the job security concerns of our employees.

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

Yours truly,

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

Diane Long -  
Director of Industrial Relations (CTEA)



December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Ergonomic Guidelines**

Dear Mrs. King:

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

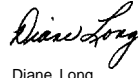
The Corporate Safety and Health Committee has developed an Ergonomic Awareness Program that was designed to increase knowledge and promote adherence to ergonomic principles. This Program is intended for all employees and leaders.

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

The Ergonomic Awareness Program will be gradually implemented in the Direct Marketing Centres over the next three years, with due considerations to their business requirements. The training on ergonomic principles will be given to Direct Marketing Associates on a regular basis to ensure that new hires are properly trained.

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

Yours truly,

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

Diane Long  
Director of Industrial Relations (CTEA)



December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Sales Bonus Plan**

Dear Mrs. King:

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

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

- . Sales Associate
- . Sales Representative
- . Account Executive

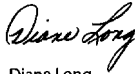
The Company shall maintain the Sales Bonus Plan for the term of the Collective Agreement which recognizes individual and team contribution toward sales and performance objectives. The Plan features a motivational incentive to meet and exceed objectives. The potential earning opportunity at target will not be decreased over the term of the Collective Agreement.

Sales objectives will be established by the Company for each Sales professional, normally by the end of January of the year for which the objectives are being established. If it becomes necessary to modify objectives during the course of the year, the business rationale for the changes will be reviewed with those affected.

A Guidance Team, which includes Representatives of the Association, will meet periodically to review issues associated with the Sales Bonus Plan and quarterly results. The annual Sales Bonus Plan design parameters will be shared with the union representatives at a Guidance Team meeting in December each year.

In accordance with the Company's past practice, total compensation levels (base salary plus sales bonus) will be compared periodically to market practice. As a result of these comparisons, adjustments to total compensation may be made by the Company where, in its opinion, such adjustments are both required and feasible to implement.

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 (CTEA)





December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Sales Skills and Competencies**

Dear Mrs. King:

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

Both parties recognize that the Company and its employees are faced with many challenges: total competition, growing customer and shareholder demands, accelerated deregulation and the convergence of new technologies.

The Company commits to the continuous enhancement and development of Sales training programs for the various market segments with specific emphasis on technological skills acquisition, recognizing that employees are accountable to ensure their self-development in these areas.

The evolution of Sales training programs will be reviewed annually at a Consultative meeting.

Yours truly,

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

Diane Long  
Director of Industrial Relations (CTEA)





December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Sales structure**

Dear Mrs. King:

This is to confirm our discussions during bargaining for the renewal of the Communications Sales Employees Collective Agreement regarding Sales structure.

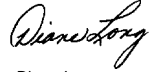
The DMC Operational groups, in conjunction with Corporate Human Resources, are presently reviewing the functions of the following DMA Business Teams:

- . Fullnet (Quebec)
- Data/Internet (Ontario)
- Centrex/Norstar (Ontario)

As well, the Company will be updating all DMA profiles to reflect the new sales structure, as agreed in bargaining. The Company also agrees to review the profiles on an ongoing basis in order to ensure they reflect market and technological evolutions. These reviews will be conducted in consultation with the employees concerned.

The findings of this review will be shared with the CTEA Sales Communications Bargaining Committee at a Consultative meeting by the end of the first quarter 2000.

Yours truly,

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

Diane Long  
Director of Industrial Relations (CTEA)



December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Team Achievement Award**

Dear Mrs. King:

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

The Company shall maintain the Direct Marketing Centre Team Achievement Award for the duration of the Collective Agreement to recognize the team contribution to overall financial performance of the Direct Marketing Centres.

The potential earning opportunity of 1% of the basic rate of pay will not decrease over this four (4) year period.

Yours truly,

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

Diane Long  
Director of Industrial Relations (CTEA)





December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Teleworking Policy and Guidelines at Bell Canada**

Dear Mrs. King:

This is to confirm our discussions during bargaining for the renewal of the Communications Sales Employees Collective Agreement regarding Bell Canada's Teleworking Policy and Guidelines.

In light of the accelerated development and deployment of new technologies for our customers and within our own Company, Bell Canada is currently updating its existing teleworking policy to ensure that employees have the necessary information and resources to support their teleworking environment.

This policy is being finalized and will be available as soon as possible in the year 2000. As agreed during bargaining, the policy will include provisions which will provide a standard ergonomic office setup as per Bell Canada Safety and Health guidelines for approved full-time teleworkers.

Sales leaders will be informed of and will apply this updated version of the T&working Policy and Guidelines.

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 (CTEA)





December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Terms Regarding the Removal of Scheduled Days Off  
(SDO)**

Dear Mrs. King:

This is to confirm the agreement reached concerning the terms regarding the removal of Scheduled Days Off (SDO) for employees in the Communications Sales Employees bargaining unit.

Full-time employees, on the payroll on December 31, 1999 and covered by this Collective Agreement, who will have accumulated Scheduled Days Off prior to January 19, 2000 must take these days prior to June 30, 2000. As per usual practices, no payment in lieu for these days will be granted unless there are exceptional circumstances.

Lump sum payments representing 2.4% of their annual base salary, will be given to Full-time Direct Marketing Associates who are on the payroll on December 31, 1999, and this in January of every year for the duration of the Collective Agreement, as long as they remain in the DMA position.

In addition, these Direct Marketing Associates will receive the five (5) Personal Days Off Paid according to section 5.03, for the duration of the Collective Agreement.

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 (CTEA)



December 16, 1999

Judith King  
President  
Canadian Telephone Employee' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Travel Expenses**

Dear Mrs. King:

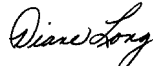
This is to confirm our discussions during bargaining for the renewal of the Communications Sales Employees Collective Agreement regarding travel expenses, more specifically for employees using their personal vehicle for Company business.

As mentioned during bargaining, the reimbursement rate for the use of an employee's vehicle for Company business is reviewed annually by the Fleet Services Corporate Group. The result of this year's analysis indicates that the current rate should be increased as specified in the table below. These new rates will be effective January 1, 2000.

	Quebec	Ontario
Rate (first 5000 km in calendar year)	34 cents / km	33 cents / km
Rate (over 5000 km in calendar year)	29 cents /km	28 cents/ km

Further to the information that was exchanged during bargaining on the travel expenses corporate policy, and requests from other Bell Canada companies, the Fleet Services Corporate Group has been mandated to do a thorough review of all Bell Canada companies' existing travel expenses and car allowance policies. These findings and the approved recommendation will be shared with the CTEA Communications Sales Bargaining Committee at a future Consultative meeting in 2000.

Yours truly,

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

Diane Long  
Director of Industrial Relations (CTEA)



December 16, 1999

Mrs. Judith King  
President  
Canadian Telephone Employees' Association  
Suite 360, Place du Canada  
Montreal (Quebec)  
H3B 2N2

**Subject: Workforce Diversity**

Dear Mrs. King:

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

In keeping with the mutual recognition expressed in Article 1 of the Collective Agreement, the Company and the Association agree to jointly pursue issues related to the diversity of the workforce in a variety of forums (e.g. Consultative Meetings, Employee-Management Meetings, Joint Committees, etc.), as deemed appropriate by the parties.

Yours truly,

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

Diane Long  
Director of Industrial Relations (CTEA)

