



**Tentative Collective Agreement**

**with**

**Bell Express Vu LP**

**and**

**The Communications, Energy  
and  
Paperworkers Union of Canada**

**Local 79M**

Presented: July 6, 2012

## **ARTICLE 1**

### **RECOGNITION**

**1.01** The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Industrial Relations Board (CIRB) in its decision of March 1<sup>st</sup>, 2011. For the greater clarity and without limiting the generality of the foregoing bargaining unit description, the Company recognizes the Union as the exclusive bargaining agent for all persons employed with Bell Express Vu LP in its Bell TV Broadcasting Center located at 115 Scarsdale Road, North York, Ontario, excluding: supervisors and those above the rank of supervisor, security, office sales and clerical personnel.

**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 Union. The parties will then discuss and determine the appropriate compensation level for the new occupation. If no agreement is reached on the compensation, the matter may be submitted directly to Step 2 of the grievance procedure.

## **ARTICLE 2 DEFINITIONS**

**2.01** For purposes of this Agreement,

(a) "Employee" means a person employed in Bell Express Vu LP to do work in any of the occupations listed in Appendix A.

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

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

(d) "Temporary Employee" means an employee who is engaged on the understanding that the period of employment is not expected to exceed two (2) years of continuous employment.

(e) "Probationary Employee" means an employee who has worked less than one hundred thirty (130) days since his most recent hiring in the bargaining unit or who has less than twelve (12) months of net credited service. When either of these two (2) terms is completed, the employee will no longer be considered a probationary employee. The Company retains the right to terminate the employment of a probationary employee at their sole discretion.

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

**ARTICLE 3**  
**DISCRIMINATION**

**3.01** The Company and the Union agree that they will not unlawfully discriminate against or harass an employee for reasons of that employee's race, national or ethnic origin, colour, religion, gender, pregnancy, age, sexual orientation, marital status, disability, political affiliation, choice to become a Union member or not to become a Union member or for exercising any rights provided within this Agreement.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**4.01** 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, to distribute the work load, assign tour of duties, and without limiting the generality of the foregoing, it has the exclusive right and power to hire, promote, transfer, demote or lay-off employees, and to suspend, dismiss or otherwise discipline employees for just cause. The Company agrees that any exercise of these rights and powers shall not contravene the provisions of the Agreement.

## ARTICLE 5

### UNION REPRESENTATION

**5.01** The Union agrees to notify the Company, by e-mail at the address provided by the Company, of the names of the Local Officers, Chief Stewards and Stewards, and identify the Company operating unit each represents, and to inform the Company in the same manner of any changes or substitutions. Time off pursuant to this Article shall be granted only following a formal request to management, on a form supplied by the Company.

**5.02** The Company agrees that:

- (a) An employee who has, or believes he has a grievance may confer with his Union 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 however, each employee must arrange with his immediate manager, subject to service requirements, for all time off the job required for the above purposes.
- (b) A Union Representative may discuss a grievance with a grievor or with management, or attend meetings with representatives of the Company on behalf of the Union, during their 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, however, the Union Representative must arrange with their immediate manager, subject to service requirements, for all time off the job required for the above purposes.
- (c) Subject to service requirements, a Union Representative or their delegate may be granted time off the job to attend to union business, example; executive council meetings, labour conventions, congress meeting. The time must be arranged with their immediate manager and the Union will reimburse the Company for this time off.

**5.03** Time submitted by Union Representatives and employees for the preparation and attendance of arbitrations will be paid by the Union.

**5.04** Upon request by the Union, the Company agrees to release two (2) employees named by the Union, in order to attend collective bargaining meetings with the

Company. The time requested for collective bargaining by the employees must be arranged with his immediate manager. It is understood the time dedicated by the aforementioned employees for collective bargaining and the preparation of collective bargaining will be at the expense of the Union. All joint expenses incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

**5.05** The Company may, based on business needs, approve a leave of absence without pay to an employee requesting such leave to assume full-time employment with the Union. The employee shall be subject to the terms and conditions outlined in the Bell Express Vu LP policy in force at the time of the leave.

## **Article 6**

### **Strikes and Lockouts**

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



## **ARTICLE 7 DEDUCTIONS**

**7.01** Subject to the provisions of this Article, the Company shall deduct Union dues from all employees in the bargaining unit, as a condition of their employment, in an amount specified by the Union on all regular earnings and the same percentage applied and deducted on all additional earnings. The Company will be notified in writing of any changes to the rate of deductions.

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

**7.03** The Company agrees that all dues deductions will be processed on a bi-weekly basis corresponding to each pay period.

**7.04** As soon as possible after the deductions have been processed, the Company will remit the amount deducted to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, along with a list of employees for whom the deductions were made and the amounts deducted from each employee.

**7.05** In addition and on a monthly basis, the Company will provide the Union with names of new bargaining unit hires, changes of status, dismissals or retirements.

## **GENERAL**

**7.06** The Company will stop making any deductions described in this Article when an employee is assigned to a position not covered by this Agreement with the exception of employees who are assigned to an acting or temporary management position.

**7.07** The Union agrees that it will save the Company harmless from any and all claims which may be made against it by any employee, or employees, for the amounts deducted from wages as provided in this Article.

**7.08 Bulletin Boards-** In Company buildings, either leased or owned, where the Union identifies a bulletin board is required for the purpose of posting notices with respect to Union activities, a bulletin board will be installed, according to specifications determined by the Company, and all costs of said board, including installation, will be borne by the Union. Where available, existing Company bulletin boards will be used for this purpose.

**7.09** Bulletin boards are to be located in buildings, either leased or owned, in which there are employees covered by this Agreement who are permanently located in said building. No more than one bulletin board shall be installed or maintained at any Company building, either leased or owned, for the purposes outlined in article 7.09. The appropriate Director of Human Resources, or his/her designate, agree to suitably locate said bulletin boards.

**7.10** The Company has supplied a bulletin board to the Union, who agrees to post on the bulletin board announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union.

**ARTICLE 8**  
HEALTH AND SAFETY

**8.01** The Company and the Union will meet their respective obligations pursuant to injured workers and occupational health and safety as set out in the Workplace Health and Safety Act and the Canada Labour Code.

## **Article 9** **Grievance Procedure**

**9.01** The Company and Union agree that it is in the best interest of all parties to promptly and effectively resolve differences that may arise related to the interpretation, application or administration of this Agreement.

When a grievance arises, the employee(s) and/or the Union Representative will discuss and make every attempt to resolve the matter, where possible, with the immediate manager of the employee concerned in an attempt to resolve the differences prior to a grievance being filed.

### **Definitions:**

**9.02** "Grievance" shall mean a statement that is submitted by a grievor in accordance with the applicable procedure contained in this Article and which sets out any dispute pertaining to the interpretation, application, administration or alleged violation of any provision of this Agreement.

**9.03** In the case of a "Group Grievance", the signatures of the employees involved must be attached to the grievance submission form.

**9.04** "Grievor" shall mean the employee concerned, a group of employees who are directly involved in a similar situation or the Union.

**9.05** In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof:

**Step 1** A grievance shall be submitted in writing and a copy thereof delivered to the CP3 manager (or his/her designate) within thirty (30) calendar days from the occurrence on which such grievance is based. The CP3 manager, or their delegate, shall provide the reasons for its decision in writing to the Union within seven (7) calendar days.

**Step 2:** If the grievance is not recorded as settled after the meeting described in Step 1, the dispute shall be referred to the Director of Human Resources within forty-two (42) calendar days of the end of the Step 1 response. The Director of Human Resources shall provide a decision in writing to the Union within forty-two (42) calendar days.

**9.06** In the case of a group grievance, the Union representative and the Company agree the number of employees who will participate in the grievance presentation shall not exceed two (2).

**Dismissal**

**9.07** In the case of a dismissal, the matter may be referred directly to Step 2 of the grievance procedure as provided in Section 9.5. In such case, the grievance shall be presented within 30 calendar days from the occurrence on which such grievance is based.

**Policy Grievance**

**9.08** Either party may submit to the other grievances relating to the interpretation, application, administration or alleged violation of any provision of this Agreement and which are general in nature and for which a general remedy is sought, directly to Step 2, within thirty (30 ) calendar days of the action or circumstances allegedly giving rise to the grievance.

## **Arbitration Article 10**

**10.01** In the event that the representatives of the Company and the Union cannot reach an agreement, the grievance may, by written notice of either party to the other party, be submitted to final and binding arbitration within twenty (20) calendar days after the grievance procedure has been exhausted..

**10.02** The parties shall, within sixty (60) calendar days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed, either party may apply to the Federal Minister of Labour to request that an arbitrator be appointed.

**10.03** The cost and/or expenses of such arbitrations shall be borne equally by the Company and the Union. The parties shall each bear all expenses incurred by it whether of witness, the attendance of witnesses and representatives, exhibits or otherwise.

**10.04** The arbitrator shall not have the power to alter, modify or amend any part of this Agreement, nor to substitute any existing provisions with new ones. In reaching a decision, the arbitrator will be bound by the terms and provisions of this Agreement.

**10.05** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

### **Time Limits**

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

## **ARTICLE 11 HOURS OF WORK**

### **Definitions**

**11.01** A “week” is from Sunday to Saturday

**11.02** “Tour of Duty” means the time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day.

**11.03** The Company has the sole discretion to schedule an employee for work on any day of the week and for any tour of duty which may start at any time of the day or night.

### **Full-time Employees**

**11.04** The basic hours of work for a full-time employee shall be 7.5 hours per day.

**11.05** 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 distributed over a two-week (2) period on the basis of ten (10) days totalling 75 hours.

### **Part-Time Employees**

**11.06** The Company shall determine and establish the hours of work per day and days of work per week for all Part-Time employees.

### **Arrangement and Assignment of Tours of Duty**

**11.07** The arrangement of hours for all tours of duty shall be established by the Company.

**11.08** The tours of duty shall be scheduled by the Company on any day of the week depending upon the requirements of the job.

**11.09** The assignment of an employee to a tour of duty will be made by the Company to meet service requirements and will be based on the skill set of the employee first, followed by due consideration being given to seniority.

**11.10** With exception to circumstances related to essential services, the Company will ensure there is a twelve (12) hour period between an employee’s tours of duty.

**11.11** The assignment of an employee to a tour of duty shall be made by the Company to meet service requirements. The Company has the right to change an employee’s

tour of duty. Except in exceptional circumstances or with the employee's consent, the Company will normally give a minimum of seventy-two (72) hours notice of a change in a tour of duty.

### **Meal Period**

**11.12** The unpaid meal period for an employee shall not exceed one hour off the job.

### **Relief Period**

**11.13** A relief period shall not exceed fifteen (15) minutes and shall be limited to two (2) per 7.5 hour work shift.

## **ARTICLE 12 VACATION**

### **12.01 Earning Vacation Days**

Vacation days are calculated on a calendar-year basis and an employee earns vacation with pay beginning in the first year of employment. The years of service used in the schedule below corresponds to the highest level of Net Credited Service achieved in the calendar year of reference.

### **12.02 Vacation Allotment**

<b>Years of Service</b>	<b>Vacation**</b>
Less than 1	pro-rated in days *
1-9	3 weeks **
10-17	4 weeks **
18 or more	5 weeks **

\* Prorated according to portion of calendar year worked (1 days per month for a maximum of 12 days).

\*\* Up to two (2) weeks may be granted in the period of June through September inclusively.

### **12.03 Scheduling Vacations**



The Company will route vacation schedules and allotments based on Business requirements followed by the employee's seniority. Vacations must be taken between January 1<sup>st</sup> and December 31<sup>st</sup> of the calendar year in which they were earned. Vacation in one year can be taken before it is completely earned provided that the immediate supervisor is satisfied that there is a reasonable expectation that the employee will complete the calendar year. In general, the vacation shall commence the beginning of a calendar week unless the demands of the business makes this impossible.

**12.04** 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.

#### Scheduling Preference

**12.05** Vacation applications will be limited to two weeks for the peak summer months (between June 1<sup>st</sup> and September 30<sup>th</sup>) and shall be submitted prior to April 1<sup>st</sup> each year and preference shall be given to employees on the basis of business need and the employees seniority within the workgroup. Approved vacation forms will be returned by April 30<sup>th</sup>.

Christmas/New Years vacation shall be submitted prior to September 1st each year and preference shall be given to employees on the basis of business need and the employees seniority within the workgroup. Approved vacation forms will be returned by September 30<sup>th</sup>.

In the event that an employee cannot take their vacation within the appropriate time limits due to sickness or accident disability, the vacation is to be granted at the earliest possible time, depending on business requirements.

#### **12.06** Pay in lieu of Vacation

When an employee leaves the company for any reason (eg: work completed, resignation, dismissal etc), pay in lieu of vacation will be based on earnings obtained up until the final date of employment, multiplied by four (4)% if the employee has one (1) year or less of net credited service, or six (6) % if the employee has more than one (1) year of completed net credited service, minus the paid amount of vacation days or weeks already taken by the employee.

If an employee has taken more vacation time than he or she has earned, the overpayment of vacation pay will be recovered from the employee's final paycheque.

**12.07** Vacation Pay Adjustment

The Vacation Pay Adjustment payment makes up for the difference, if any, between what has been paid by the company during a year and four (4)% of annual earning to employees who have less than six (6)% consecutive years of service, or six (6)% of annual earnings to those who have six (6) or more consecutive years of service. For this calculation, annual earnings include job related compensation payments. It does not include termination allowances and other such earnings.

**ARTICLE 13**  
**COMPANY HOLIDAYS AND FLOATER DAYS**

All employees shall be entitled to the following Company Holidays:

**13.01** The following are the Company Holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

**13.02** When a Company Holiday falls on a Saturday or a Sunday and another weekday is proclaimed a Holiday by the Company, the Saturday or Sunday shall be deemed to be the Holiday for the purposes of this agreement, except for those employees who regularly work Monday through Friday, in which case the proclaimed day shall be the Holiday.

**13.03** An employee who has resigned, retired, was laid off, dismissed, or whose work was completed is not eligible to the holiday pay.

**13.04** An employee does not qualify for holiday pay if the holiday is observed during a period when the employee is receiving disability benefits or is on a leave of absence.

**13.05** A tour of duty which begins on a statutory holiday and continues into the next day following the holiday is considered as work performed on the statutory holiday, alternatively a tour of duty beginning on a day prior to a statutory holiday and continuing into the holiday is not considered work performed on the statutory holiday.

**13.06** If the Holiday falls during an employee's vacation, the day will not be counted against the employee's accumulated vacation days.

### **Premium Pay for Work on a Holiday**

**13.07** (a) Where an employee is required to work on a Company holiday which is included in his scheduled work week, they:

- (i) shall be paid at their 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 their basic hours for the day. The alternate day off shall be taken within twelve (12) months of the holiday worked, and shall be scheduled based on business needs and management approval.

In addition, they shall be paid time and one-half providing the tour of duty was scheduled to begin on the holiday.

**13.08** Where an employees is required to work overtime on a Company Holiday, they shall be compensated by the provisions outlined in Article 14. The employee shall be paid the overtime premium only and not in combination with the Holiday Premium.

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

**13.09** Where an employee is not required to work on a Company holiday which is included in their scheduled work week, they shall be granted the day off with pay, at their basic rate of pay for that day.

A regular relief day (day off) shall not be assigned on the holiday and will be scheduled on another day during the scheduled work week.

### **PERSONAL FLOATER DAYS**

**13.10** In addition to the holidays stated in section 13.01, employees shall be granted up to two (2) personal floater days off with pay each calendar year at their basic rate of pay for those days.

**13.11** Eligibility to personal floater days for employees is determined as follows:

- The employee is eligible to two (2) personal floater days if actively at work for at least nine (9) months in the calendar year;
- The employee is eligible to one (1) personal floater days if actively at work for at least three (3) months but less than nine (9) months in the calendar year;
- The employee is not eligible to personal floater days if actively at work for less than three (3) months in the calendar year.

**13.12** The following periods are not considered actively at work and reduce eligibility to personal floater days: periods when the employee is receiving disability benefits and when the employee is on leave of absence (including maternity/parental leave).

**13.13** Personal floater days must be taken between January 1<sup>st</sup> and December 31<sup>st</sup> of the calendar year in which they are earned. No payment will be made in lieu of personal floater days and they must be used before leaving the company. In the case of termination of employment for any reason, unused days off with pay will not be paid out to employees.

**13.14** Scheduling of personal floater days are subject to business needs and shall be approved by the employee's immediate leader.

**13.15** Personal floater days must be used in whole increments; partial day usage is not permitted.

**13.16** If an employee has taken more personal floater days off than he or she has earned, the overpayment of personal floater days pay will be recovered from the employee's next paycheque or final paycheque.

## **ARTICLE 14 OVERTIME**

**14.01** Overtime means the time worked:

- a) in addition to 7.5 hours of work per day , or
- b) in addition to 37.5 hours of work per week.

**14.02** The overtime pay rate will be one and one-half (1.5) times the hours worked.

**14.03** Employees may be required to perform some overtime based on business needs. Overtime, is to be scheduled and approved by management in advance.

**14.04** Notwithstanding the above provisions of this Article, all employees may, subject to the conditions listed below, be compensated for overtime hours worked by time off in lieu of overtime pay from their scheduled hours of work on any day. This is subject to the following conditions:

- a) The decision to bank the overtime hours worked in order to be compensated by time off must be made by a mutual agreement between the employee and the manager. The decision must also be made prior to working the overtime and cannot be changed once the overtime is worked.
- b) Time off in lieu of overtime pay is to be authorized and granted at management discretion, subject to business requirements.
- c) Banked time will be 1.5 times the overtime hours worked only and does not apply to double time.
- d) The banked overtime hours can only be accumulated in thirty (30) minute increments (i.e. half hour, one hour etc.). However, time off can be taken in fifteen (15) minute increments.
- e) The banked overtime hours must never exceed 75 hours per employee.
- f) When an employee resigns, is dismissed, is terminated or whose work is completed prior to taking the banked overtime hours, the hours should be paid in accordance with this Article.

**14.04** Employees who are requested to work their second scheduled day off in the work week, will be paid at the employee's hourly rate multiplied by two (2) times the hours worked.

## ARTICLE 15

### PREMIUM PAYMENTS

#### Night Differential

**15.01** When an employee is scheduled for a tour of duty between 00:00 and 06:00, and four (4) hours of the tour are within the aforementioned time frame, employees shall be compensated with the following premium:

- A single payment of \$22.50 for each night tour worked between Monday and Friday;
- A single payment of \$32.50 for each night tour worked between Saturday and Sunday.

#### On-Call pay

**15.02** When an employee is scheduled for on-call duty the following premium payment shall apply:

- A single payment of \$22.50 for each scheduled on-call duty between Monday and Friday;
- A single payment of \$32.50 for each scheduled on-call duty between Saturday and Sunday;

**15.03** If the employee is required to work remotely for more than 15 minutes and/or is called into the work location, the employee will be paid time and a half (1.5x) in overtime for a minimum of 4 hours.

## Article 16

### Bereavement Leave

**16.01** An employee shall be granted, in the event of the death of his spouse, common-law partner, son or daughter, bereavement leave with pay from any of his scheduled tours of duty that occur during the five (5) days immediately following the day of death.

**16.02** An employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, father or mother of common-law partner, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay, from his scheduled tours of duty for any necessary period not exceeding three (3) days immediately following the death.

**16.03** The Company may extend the period of bereavement leave with pay up to a maximum of five (5) days when it is necessary for the employee to leave the city in which he is employed.

**16.04** Bereavement leave may be required outside the period specified in this Article. In such circumstances, the Company may grant a request to defer the leave.



## Article 17

**Sickness Absence Policy**

**Absence due to sickness or quarantine prior to the eighth full calendar day of absence:**

17.01:

- **Employees with less than 6 months service** - No payment for incidental absence;
- **Employees with 6 months service but less than 2 years** –not paid for the first 2 consecutive days of incidental absence;
- **Employees with 2 years' service but less than 4 years** – not paid for the first day of incidental absence
- **Employees with 4 years' service or more** –Paid for incidental absence beginning on Day 1

**Reference table:**

	<b>Employees with less than 6 months service</b>	<b>Employees with 6 months service but less than 2 years</b>	<b>Employees with 2 years' service but less than 4 years</b>	<b>Employees with 4 years' service or more</b>
<b>Incidental absences paid starting day #</b>	Not paid	Starting day 3	Starting day 2	Starting day 1

17.02 The provisions of this article do not extend to temporary employees

**ARTICLE 18  
JURY DUTY**

**18.01** An employee who has been excused from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena, shall be granted pay at his basic rate for the necessary absence from duty.

**18.02** Employees shall have the responsibility of notifying the Company upon the discharge of jury duty of their availability to return to work.

## **Article 19**

### Leaves of Absence

#### Maternity, Parental and Adoption Leave:

**19.01** Eligible employees will be entitled to the aforementioned leave(s) as provided for under the Employment Insurance Act and pursuant to the Canada Labour Code as per the terms and conditions outlined in the Bell Express Vu LP policy in force at the time of the leave. Additional policy information can be obtained on the Company Human Resources website.

#### Additional Leaves of Absences:

**19.02** Eligible employees will be entitled to apply for additional leaves of absences as provided for under the Employment Insurance Act and pursuant to the Canada Labour Code as per the terms and conditions outlined in the Bell Express Vu LP policy in force at the time of the leave. Additional policy information can be obtained on the Company Human Resources website.

## **Article 20**

### **Benefits**

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

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

## ARTICLE 21

### DURATION

21.01 This Agreement shall become effective on the first day of the pay period following the date of ratification except as otherwise provided, and shall remain in full force and effect up to and including March 1, 2016.

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

Such notice shall be sent by registered mail. For the Company to the President of the Communications, Energy and Paperworkers Union of Canada, 301 Laurier Avenue West, Ottawa, Ontario K1P 6M6 or by the Union to the Secretary, Bell Canada, 1 carrefour Alexander Graham Bell, Tour A-7, Verdun, Quebec, H3E 3B3 and in either case is received at least sixty (60) days **prior to the expiry of this agreement.**

**APPENDIX A**  
**OCCUPATION TITLES**

For the purposes of Article 1, the following occupation titles are covered by this Agreement

RF Broadcast Technician  
Baseband Broadcast Technician  
Junior Broadcast Technician  
RF Broadcast Technician Assistant  
Baseband Broadcast Technician Assistant  
Systems Administrator-IP Technician  
System Operator  
System Technician  
Live Events Operator  
Satellite Receiver Technician  
Master Control Operator  
Compression and QA Operator  
Lab Administrator  
Media Librarian  
Data Analyst  
Content Developer  
Broadcast Traffic Assistant  
Senior Smartcard Processor  
Smartcard Processor  
Operational Floater  
Production Editor

## Appendix B

### Occupations and Wage Schedules

#### Wage Schedule A

##### Occupations

- RF Broadcast Technicians
- Baseband Broadcast Technicians
- System Admin – IP Technicians
- Lab Administrators
- Live Event Operators
- Operational Floaters

#### Wage Schedule B

##### Occupations

- System Operator
- Master Control Operator
- QA & Compression Operator
- RF Technician Assistant
- Baseband Technician Assistant
- Satellite Receiver Technician

#### Wage Schedule C

##### Occupations

- Content Developer
- Data Analyst
- Media Librarian
- Traffic Assistant
- Senior Smartcard Processor
- Smartcard Processor

**Appendix C  
Wage Schedules**

**Wage Schedule A**

Step	2012	2013	2014	2015
8				\$63,438
7	\$62,500	\$62,500	\$62,500	\$62,500
6	\$60,000	\$60,000	\$60,000	\$60,000
5	\$57,500	\$57,500	\$57,500	\$57,500
4	\$55,000	\$55,000	\$55,000	\$55,000
3	\$52,500	\$52,500	\$52,500	\$52,500
2	\$50,000	\$50,000	\$50,000	\$50,000
1	\$46,875	\$46,875	\$46,875	\$46,875
Start	\$43,750	\$43,750	\$43,750	\$43,750

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

**\*\*In 2015, the increase between step 7 and 8 only is based on 1.5%**



**Appendix C  
Wage Schedules**

**Wage Schedule B**

Step	2012	2013	2014	2015
8				\$55,825
7	\$55,000	\$55,000	\$55,000	\$55,000
6	\$52,800	\$52,800	\$52,800	\$52,800
5	\$50,600	\$50,600	\$50,600	\$50,600
4	\$48,400	\$48,400	\$48,400	\$48,400
3	\$46,200	\$46,200	\$46,200	\$46,200
2	\$44,000	\$44,000	\$44,000	\$44,000
1	\$41,250	\$41,250	\$41,250	\$41,250
Start	\$38,500	\$38,500	\$38,500	\$38,500

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

**\*\*In 2015, the increase between step 7 and 8 only is based on 1.5%**

**Appendix C  
Wage Schedules**

**Wage Schedule C**

Step	2012	2013	2014	2015
7				\$49,735
6	\$49,000	\$49,000	\$49,000	\$49,000
5	\$48,000	\$48,000	\$48,000	\$48,000
4	\$45,600	\$45,600	\$45,600	\$45,600
3	\$43,200	\$43,200	\$43,200	\$43,200
2	\$40,800	\$40,800	\$40,800	\$40,800
1	\$38,400	\$38,400	\$38,400	\$38,400
Start	\$36,000	\$36,000	\$36,000	\$36,000

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

**\*\*In 2015, the increase between step 6 and 7 only is based on 1.5%**

## **Appendix D**

### **Achievement Incentive Plan (AIP)**

The Achievement Incentive Plan (AIP) recognizes the contribution of eligible employees to overall Company performance using criteria that the Company determines as appropriate measures of success measured against two (2) 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 2012, 2013, 2014 and 2015.

**Memorandum of Agreement List**

<b>Subject</b>	<b>Page</b>
Compressed work week	X
Lump sum payments for employees on payroll as of March 1, 2011.	X
Treatment of employees on a frozen rate of pay	X
Treatment of employees who, upon integration into the wage schedule, receive less than a 2% increase.	X

**COMPRESSED WORK WEEK AND AVERAGING OF**  
**MEMORANDUM OF AGREEMENT BETWEEN:**  
**BELL CANADA**  
**AND**  
**COMMUNICATIONS, ENERGY AND PAPERWORKERS**  
**UNION OF CANADA**

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 this 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 **DATE** and will remain in force during the term of the Collective Agreement.

This Memorandum will apply to all Bell Express Vu LP where Full-time employees exercise their occupations as per Appendix A 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 Local President will be advised of the reasons of the decision by the CP4 manager.







**COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK**

(cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><b><u>HOLIDAYS – ARTICLE 13</u></b></p> <p><b>Pay for Work on a Holiday</b></p> <ul style="list-style-type: none"> <li>• <b>13.07</b></li> </ul> <p>(a) Where a Full-time employee is required to work on a Company holiday which is included in their scheduled work week, they:</p> <ul style="list-style-type: none"> <li>(i) shall be paid at their basic rate of pay for that day, or</li> <li>(ii) may be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works their basic hours for the day.</li> </ul>	<p>(a) Where a Full-time employee is required to work on a Company holiday which is included in their scheduled work week, they:</p> <ul style="list-style-type: none"> <li>(i) shall be paid at their basic rate of pay for that day, up to a maximum of 7.5 hours, or</li> <li>(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 their basic hours for the day.</li> </ul>

## COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

(cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><b><u>HOLIDAYS – ARTICLE 13</u></b> (cont'd)</p> <p><b>Pay for Holiday not Worked</b></p> <ul style="list-style-type: none"> <li>● <b>13.09</b> Where an employee is not required to work on a Company holiday which is included in their scheduled work week, they shall be granted the day off with pay, at their basic rate of pay for that day.</li> </ul>	<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 floater 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>Where an employee is not required to work on a Company holiday which is included in their scheduled work week, they shall be granted the day off with pay, at their basic rate of pay for that day at 7.5 hours.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK**

(cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p>Personal Floater Days - ARTICLE 13</p> <ul style="list-style-type: none"> <li>● <b>13.10</b></li> </ul> <p>In addition to the holidays provided in Section 13.01, each employee shall be granted up to (2) two Personal Floater Days days off with pay, which must be taken between January 1 and December 31st, at their basic rate of pay for the day.</p>	<p>In addition to the holidays provided in Section 13.01, each employee in the employ of the Company shall be granted up to (2) two Personal Floater Days days off with pay at 7.5 hours each, which must be taken between January 1 and December 31st, at their basic rate of pay for the 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 floater 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>

**COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK**

(cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><b><u>OVERTIME - ARTICLE 14</u></b></p> <p><b>Overtime Payments, Full-time</b></p> <ul style="list-style-type: none"> <li>● <b>14.01</b></li> </ul> <p>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 their scheduled work week.</p>	<p>For a 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 their scheduled work weeks.</p>

## **General**

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 9 and 10 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.

**LUMP SUM PAYMENTS FOR EMPLOYEES ON**

**PAYROLL AS OF MARCH 1, 2011**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA**

This is to confirm our agreement with respect to the compensation for those employees who were on payroll as of March 1, 2011.

- All employees covered by this agreement who were on the payroll of the Company as of March 1, 2011 will receive a one time lump sum payment equal to 2% of their current annualized base salary.
- This onetime payment will be paid in the second pay period following the signing of the Collective Agreement;

**General**

The parties agree that any differences regarding interpretation or administration of the above provisions concerning treatment of employees on a frozen rate of pay may be processed in accordance with the provisions of Articles 9 and 10 of the Collective Agreement.

Signed at Toronto this XXth ay of July 2012.

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For the Company

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For the Union



**TREATMENT OF EMPLOYEES WHO UPON INTERGRATION  
INTO THE WAGE SCHEDULE RECIEVE LESS THAN A 2% INCREASES**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA**

This is to confirm our agreement with respect to the salary treatment of employees who, upon integrating into the newly established wage schedule, receive less than the equivalent of a 2% salary increase.

It is understood by the parties, that this one time lump sum payment made to the effected employees will be paid as follows:

**Wage Schedule A:**

- Employees integrated into Wage Schedule A who, upon integration received less than a the equivalent of a 2% increase, will receive a onetime lump sum payment of \$1,000.00 on the second pay period upon signature of the Collective Agreement;

**Wage Schedule B:**

- Employees integrated into Wage Schedule B who, upon integration received less than the equivalent of a 2% increase, will receive a onetime lump sum payment of \$750.00 on the second pay period upon signature of the Collective Agreement;

**Wage Schedule C:**

- Employees integrated into Wage Schedule C who, upon integration received less than the equivalent of a 2% increase, will receive a onetime lump sum payment of \$600.00 on the second pay period upon signature of the Collective Agreement;

**General**

The parties agree that any differences regarding interpretation or administration of the above provisions concerning treatment of employees on a frozen rate of pay may be processed in accordance with the provisions of Articles 9 and 10 of the Collective Agreement.

Signed at Toronto this XXth day of July 2012.

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For the Company

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For the Union

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

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA**

This is to confirm our agreement with respect to the salary treatment of employees who are paid beyond the wage schedule introduced in this Collective Agreement. An employee who at the date of ratification, is at a basic rate of pay higher than the top step of the appropriate salary group for their occupation will benefit from the frozen rate of pay for the life of this Collective Agreement or until their basic wages is lower than the maximum step of their wage schedule.

Employees who are wage protected under this Memorandum of Agreement because of the introduction of the new wage scale in 2012 shall be entitled to the following in lieu of a base salary increase:

**Wage Schedule A:**

- Employees in Wage Schedule A, with a frozen rate of pay on **DATE of Signing** shall receive a lump sum payment of \$1,250.00 payable in the second pay period upon signature of the Collective Agreement;
- Employees in Wage Schedule A, with a frozen rate of pay in the subsequent years, 2013, 2014 and 2015 shall receive a lump sum payment of \$1,250.00 payable on March 1, 2013 and March 1, 2014 and on March 1, 2015.

**Wage Schedule B:**

- Employees in Wage Schedule B with a frozen rate of pay on **DATE of Signing** shall receive a lump sum payment of \$1,100.00 payable in the second pay period upon signature of the Collective Agreement;
  
- Employee in Wage Schedule B, with a frozen rate of pay in the subsequent years, 2013, 2014 and 2015 shall receive a lump sum payment of \$1,100.00 payable on March 1, 2013, March 1, 2014 and March 1, 2015;

**Wage Schedule C:**

- Employees in Wage Schedule C with a frozen rate of pay on **DATE of Signing** shall receive a lump sum payment of \$960.00 payable in the second pay period upon signature of the Collective Agreement;
  
- Employee in Wage Schedule C, with a frozen rate of pay in the subsequent years, 2013 and 2014, shall receive a lump sum payment of \$960.00 payable on March 1, 2013 and March 1, 2014;

**General**

The parties agree that any differences regarding interpretation or administration of the above provisions concerning treatment of employees on a frozen rate of pay may be processed in accordance with the provisions of Articles 9 and 10 of the Collective Agreement.

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For the Company

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For the Union

Signed at Toronto this XXth day of July 2012.

**The following letters are attached to this document solely for convenience purposes and are not part of the Collective Agreement nor will they be construed as being part of the Collective Agreement.**

Letter of Intent Index

<u>Subject</u>	<u>Page</u>
Workforce Adjustment	X

**Letter of Intent Re. Workforce Adjustment**

Date

Mr. MICHAEL KACHUROWSKI

National Representative

Communications, Energy and Paperworkers

Union of Canada

5915 Airport Road, Suite 510

Mississauga, ON

L4V 1T1

Dear Mr. Kachurowski,

**Subject: Workforce Adjustment**

The Company agrees to notify the Union of any reduction to the workforce and agrees to apply the Corporate Severance available at the time of the reduction to the impacted employees.

Director Labour Relations

Mary Incognito