

**Collective Agreement**

**with**

**Bell Express Vu LP**

**(Hereinafter referred to as the “Company”, except where there are separate provisions in this Agreement.)**

**-AND-**

**UNIFOR**

**(hereinafter referred to as the “Union”)**



March 2, 2020

To

March 1, 2023

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## **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 1st, 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 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. (Wage Grid)
- (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. For further clarification a temporary employee is hired for a term or task and may be part-time or full-time.
- (e) “Probationary Employee” means an employee who has worked less than one hundred thirty (130) days since their 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 who is unsuitable.

Notwithstanding Article 2.01 (e) above, for the purpose of the computation of the twelve (12) months of net credited service mentioned in the present Article, an employee shall have actually accumulated twelve (12) months of service since their most recent hiring in the bargaining unit.

### **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 without the loss of basic wages:

- (a) An employee who has, or believes they have a grievance may confer with their Union Representative or with management during their scheduled working hours, however, each employee must arrange with their immediate manager, subject to service requirements, for all time off the job required for the aforementioned 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, 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** A Union representative shall, unless the employee objects, be invited by the Manager to be present at any meeting between a representative of the Company and that employee called for the purpose of announcing a written reprimand, suspension, demotion, or dismissal. Where the Union Representative invited by the manager to attend is not scheduled to work at the time the meeting is to be held they may be replaced by an available Union representative representing the local. If no Union representatives are working when the discipline is planned, the company will notify the president of the local or union designate and a union representative will be assigned in a timely manner.
- 5.03.1** The company agrees to provide the employee and the union representative with written notification of the imposition of any measure referred to in section 5.03, and the reasons for such measure, at the time it is taken or as soon thereafter as possible
- 5.03.2** All disciplinary measures referred to in section 5.03.1, shall be removed from an employee's record no later than two (2) years after they have been imposed.
- 5.04** Time submitted by Union Representatives and

employees for the preparation and attendance of arbitrations will be paid by the Union.

- 5.05** 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 their 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.
- 5.06** 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 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**  
**Union Rights**

- 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 agrees that all dues deductions will be processed on a bi-weekly basis corresponding to each pay period.
- 7.03** As soon as possible after the deductions have been processed, the Company will remit the amount deducted to the Secretary-Treasurer of UNIFOR, along with a list

of employees for whom the deductions were made and the amounts deducted from each employee.

- 7.04** 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**

- 7.05** 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.
- 7.06** 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.
- 7.07 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.

- 7.08** 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 their designate, agree to suitably locate said bulletin boards.
- 7.09** 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.
- 8.02** Where employees are required to wear CSA approved safety footwear, the Company agrees to pay the full cost of the footwear up to a maximum of \$150.00 every

twelve months, upon presentation of an appropriate receipt.

## **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 differences occur, 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** In the event that the grievance cannot be resolved, a grievance shall be reduced to writing and a copy submitted to the second level of management (or designate) within thirty (30) calendar days from the occurrence on which such grievance is based. The second level manager (or designate) shall provide a written response, with the reason for the decision 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 Human Resources representative (or his/her designate) within forty-two (42) calendar days

of the end of the Step 1 response. The Human Resources representative (or designate) shall convene a meeting or conference call to hear the matter and provide a decision in writing to the Union within forty-two (42) calendar days. The Grievor may attend their grievance hearing along with a union representative.

**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 the Senior Consultant, Labour Relations or his delegate. In such case, the grievance shall be presented within 30 calendar days from the occurrence on which such grievance is based. Labour Relations will have forty-two (42) calendar days to respond.



## **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.

## **ARTICLE 10 Arbitration**

**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 meeting described in Step 2 of the grievance procedure. 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. The cost and/or expenses of such arbitrations shall be borne equally by the Company and

the Union.

**10.02** The decision of the arbitrator will be final and binding on the parties.

**10.03** The arbitrator shall not alter, modify or amend any part of this Agreement.

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

#### **Time Limits**

**10.05** All Time Limits under this agreement 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.

### **Full-time Employees**

**11.03** The basic hours of work for a Full-Time employee shall be 7.5 hours per day.

**11.04** 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.

### **Part-Time Employees**

**11.05** 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**

- 11.06** The arrangement of all tours of duty shall be established by the Company.
- 11.07** 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. All time which encroaches on the turnaround period shall be paid for at the overtime rate of time and one-half.
- 11.08** If a full-time employee is given less than four days' notice of a change in their scheduled tour of duty, he or she shall be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the four days' notice requirement.

For the purpose of calculating the four-day notification period, the day the employee is notified of the change in tour of duty is considered Day 1.

This premium is specific to a scheduled tour of duty, therefore employees cannot receive overtime and this premium for the same time. This Article does not apply where the change in tour is made at the employee's

request.

**11.09** Notwithstanding overtime, employees shall not be required to work more than six (6) days in a row.

### **Meal Period**

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

### **Relief Period**

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

**11.12** In the event that an employee is unable to take their meal period and or their relief period, the time shall be added to the end of their shift and paid at the appropriate overtime rate. Such time will be paid at the appropriate overtime rate only if the employee obtained prior written approval from a supervisor authorizing the overtime.

## 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

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

\*\* Each vacation day is based on 7.5 hours/ day

Years of Service	Vacation Days**
Less than 1	Pro-rated in days
1-9	3 weeks
10-17	4 weeks
18 or More	5 weeks

**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 1st and December 31st in the same calendar year in which they were earned. Vacation may be carried over until April 30th, of the following year, with prior written company approval. 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.

- 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.
- 12.05 Scheduling Preference** - Vacation applications will be limited to two weeks for the peak summer months (between June 1st and September 30th) and shall be submitted prior to April 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 April 30th.

The Christmas/New Years vacation period (ie. 2 weeks) shall be submitted prior to September 1st each year and preference shall be given to employees on

the basis of business needs and the employee's seniority within the workgroup. If requested by an employee, he or she will receive either Christmas or New Years day off based on seniority and subject to business requirements. In the event of business needs, the company may have an employee work both holidays. Approved vacation forms will be returned by September 30th.

Any vacation requests received outside of the submission dates may be approved, based on business need, on a first come first served basis. The Company agrees that it will respond to vacation requests from employees in a timely manner, subject to business requirements.

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 earnings 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 earning.

**ARTICLE 13**  
**Company Holiday 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 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.
- 13.04** 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.
- 13.05** 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**

- 13.06** Where an employee is required to work on a Company holiday which is included in their scheduled work week, they:

(a) Shall be paid at their basic rate of pay for that day,

or

(b) 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.

**13.07** Where an employee 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 for the overtime hours worked and not in combination with the Holiday Premium .

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

**13.08** 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**

**13.09** 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.

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

- (a) The employee is eligible to two (2) personal floater days if actively at work for at least nine (9) months in the calendar year;

- (b) 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;
- (c) The employee is not eligible to personal floater days if actively at work for less than three (3) months in the calendar year.

**13.11** 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).

**13.12** Personal floater days must be taken between January 1st and December 31st 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.

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

- 13.14** Personal floater days must be used in whole increments; partial day usage is not permitted.
- 13.15** 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) Time off in lieu of overtime pay is to be taken at a mutually agreed time between the employee and manager and is subject to business requirements.
- (b) Banked time will be 1.5 times the overtime hours worked only and does not apply to double time.
- (c) 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.
- (d) The banked overtime hours must never exceed 75 hours per employee.
- (e) 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.

**14.05** 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 employees shall be compensated with the following:

Weekday:

- (a) A single payment of \$4.60 for a minimum of sixty (60) minutes worked; or
- (b) A single payment of \$9.20 for sixty-one (61) to one hundred and twenty (120) minutes worked; or
- (c) A single payment of \$13.80 for one hundred and twenty-one (121) to two hundred and thirty-nine (239) minutes worked; or
- (d) A single payment of \$23.00 for two hundred and forty minutes (240) or more worked.

Weekend and Company Holidays:

- (a) A single payment of \$6.60 for a minimum of sixty (60) minutes worked; or
- (b) A single payment of \$11.55 for sixty-one (61) to one hundred and twenty (120) minutes worked; or
- (c) A single payment of \$19.80 for one hundred and twenty-one (121) to two hundred and thirty-nine (239) minutes worked; or
- (d) A single payment of \$33.00 for two hundred and forty minutes (240) or more worked.

**On-Call Pay**

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

- (a) A single payment of \$25.00 for each scheduled on-call duty between Monday and Friday;
- (b) A single payment of \$35.00 for each scheduled on-call duty between Saturday and Sunday.
- (c) A single payment of \$50.00 for each scheduled on-call duty on a company holiday.

- 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**  
**Technological Change**

- 16.01** The Company agrees that it will consult with the Union should a technological change result in the termination of one or more employee in order to assist employees affected by any technological change to adjust to the effects thereof and that,

For the purposes of this Article, technological change means:

- (a) the introduction of equipment or material of a different nature or kind, than that previously used;  
and,
- (b) a substantial change in the manner in which the work is carried on that is directly related to the introduction of that equipment or material, which adversely or significantly affects the terms and conditions of work of a significant number of regular employees.

- 16.02** Nothing in this Agreement shall be construed as meaning that the normal work of an employee shall not change as technological advances and services requirements warrant. When such changes are required, the Company will notify the Union regarding the changes to take place.
- 16.03** The parties further agree that in cases where, as a result of technological change, the service of an employee is no longer required beyond a specified date because of lack of work or the discontinuance of a function, the lay-off provisions referred to in this Agreement will apply.
- 16.04** The Company agrees to provide as much advance notice as is practicable but, not less than four (4) weeks' notice to the Union of the introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

**16.05** It is understood that the purpose of these meetings is to evaluate the alternatives for the affected employees, including but not limited to, transfer into other positions, training, reskilling and repurposing, if applicable.

**16.06** The Company will provide the following information:

- a) the nature of the technological change;
- b) the date or dates on which the change will take effect;
- c) the location or locations involved;
- d) the approximate number and profiles of employees likely to be affected by the technological change;
- e) the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected; and
- f) to the extent available, information will be

provided about the potential number of layoffs, new jobs or classifications to be created, if any, as a result of the proposed technological change.

- 16.07** As soon as reasonably practicable after notice is given under section 16.4, the Company shall consult meaningfully with the Union concerning the rationale for the change and the topics referred to in section 16.6 on each group of employees, including possible training.

## **ARTICLE 17**

### **Bereavement Leave**

- 17.01** An employee shall be granted, in the event of the death of the employee's spouse, common-law partner, son, daughter, father or mother, bereavement leave with pay from any of their scheduled tours of duty that occur during the five (5) days immediately following the day of death.
- 17.02** An employee shall be granted, in the event of the death of the employee's step-child, 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 their scheduled tours of duty for any necessary period not exceeding three (3) days immediately following the death.

- 17.03** 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 they are employed.
- 17.04** 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 18**  
**Sickness Absence Policy**

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

**18.01**

- (a) Employees with less than 6 months service - no payment for incidental absence;
- (b) Employees with 6 months service but less than 2 years – not paid for the first 2 consecutive days of incidental absence;
- (c) Employees with 2 years’ service but less than 4 years – not paid for the first day of incidental absence;
- (d) Employees with 4 years’ service or more – paid for incidental absence beginning on day 1.

**Reference table:**

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

**18.02** The provisions of this article do not extend to temporary employees.

## **ARTICLE 19**

### **Jury Duty**

**19.01** 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 their basic rate for the necessary absence from duty.

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

**ARTICLE 20**  
**Leaves Of Absence**

Maternity, Parental and Adoption Leave:

**20.01** 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 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:**

**20.02** 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 policy in force at the time of the leave. Additional policy information can be obtained on the Company Human Resources website.

## **ARTICLE 21**

### **Benefits**

**21.01** 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:

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

## **ARTICLE 22**

### **Seniority**

**22.01** As of June 19th 2020, seniority is determined by the time a Regular employee has been employed in the bargaining unit without interruption.

- 22.02** Temporary employees do not accrue seniority.
- 22.03** An employee laid off shall retain seniority standing for one year but if no service is performed during a 12-month period he/she shall be considered as out of the service and dropped from the seniority list. This does not to apply to employees on sick leave.
- 22.04** The net credited service date as shown on Company records establishes an employee's service with the Company. The Company agrees to notify the union of any changes to existing rules for determining Net Credited Service.
- 22.05** Seniority and Net Credited Service will not continue to accrue for bargaining unit employees during periods of strike or lockout.
- 22.06** The Company shall on request by the Union provide seniority lists once per year.

## Transfers

- 22.07** All employees are eligible for transfer consideration in accordance with applicable Company practices currently in force, or as amended from time to time following consultation with the Union. The Company intends to fill job vacancies with qualified Bargaining Unit employees, whenever possible.
- 22.08** Where there is an assignment of 3 months or more the Company shall inform all its employees electronically that an assignment is available.
- 22.09** The Company will select the qualified applicant in the following order:
- i. A qualified employee in the Bargaining Unit;
  - ii. Any qualified person outside the Bargaining Unit.

**22.10** The best qualified employee amongst the candidates will be selected to fill the temporary assignment or the vacancy. For equally qualified candidates, the employee with the most seniority will be selected.

**22.11** In order to be considered for a position, an employee must meet the requirement of their current position.

**22.12 (a)** The posting must include the job title and wage band as well as an overview of the position responsibilities and the qualifications deemed essential for the job. Temporary assignments must also include the start and end date of the assignment.

**(b)** Jobs must be posted for a minimum of five (5) calendar days.

**(c)** A copy of the job posting must be provided simultaneously to the representatives included on the Union's distribution list.

**22.13** The Company has complete discretion and final determination in the selection of the employee.

## **ARTICLE 23**

### **Force Adjustment**

- 23.01** The Company's ability to manage its workforce is an essential element to the success of the Company and, as part of its management rights, has complete discretion to determine when reduction in the number of Regular employees is advised.
- 23.02** When, in the Company's opinion, force adjustment is warranted, the following shall apply:
- a) The Company shall notify the Union **at least ten (10) calendar days prior to** the notification to affected employees of its intention to lay-off Regular employees and identify the affected occupations and the number of Regular employee reductions to be made.
  - b) The Company shall provide a ten (10) **business** days notice to the affected employees (either at work or non working or a combination of both).



**23.03** No Regular employee shall be laid off until the employment of all Temporary employees within an occupation and Wage Schedule, as outlined in Appendix B, for which lay-offs will be declared, have been work completed.

**23.04** The following procedures shall apply in laying off Regular employees:

a) The most junior employee(s) in each of the affected occupation(s) will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.

**23.05** A Regular employee identified as surplus may elect to accept:

a) lay-off with recall rights and lay-off allowance for a period of up to 52 weeks in accordance with the provisions of sections 23.7 to 23.13 inclusive of this Article, on the condition that the regular employee has one (1) or more completed

years of seniority;

**b)** termination of employment with lump sum calculated in accordance with the provisions of section 23.22 of this Article, or:

**c)** displacement of the most junior Regular employee in the remaining occupations in the Wage Schedule in accordance with the provisions of sections 23.23 to 23.25 inclusive of this Article.

**23.06** A Regular employee identified as surplus shall inform the Company of their choice as outlined in section 23.5 within ten (10) days of the surplus notification.

**23.07** A Regular employee who fails to respond within ten (10) days of the surplus notification shall be deemed to have accepted termination of employment with lump sum calculated in accordance with the provisions of section 23.22 of this Article.

## **Lay-Off Allowance**

**23.08** A Regular employee identified as surplus and electing to accept a lay-off with recall rights and lay-off allowance for a period of up to 52 weeks pursuant to section 23.5 (a) shall be entitled to the following total lay-off allowance:

<b>Net Credit Service on Date of Layoff</b>	<b>Total Layoff Allowance</b>
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 11years	13 weeks
11 years but less than 12 years	14 weeks

12 years but less than 13 years	15 weeks
13 years but less than 14 years	16 weeks
14 years but less than 15 years	17 weeks

Three (3) weeks additional pay for each full year of service as of 15 years of net credited service.

- 23.09** Lay-off allowance payments shall be based on the employee's weekly basic rate of pay in effect on the date of lay-off and made on a biweekly basis.
- 23.10** The lay-off allowance plan becomes operative at the time the employee applies and qualifies for Employment Insurance benefits and upon receipt of proof that he receives such benefits.
- 23.11** Each week's benefit shall be equivalent to 90% of the employee's basic rate of pay on the date of the lay-off in the case of a Regular Full-Time employee, and to 90% of the average basic rate of pay in the four pay periods preceding the date of the lay-off in the case of a Regular Part-Time employee, less Employment Insurance benefits entitlement, any earnings from

other employment and statutory deductions and, subject to the maximum weekly earnings provided for under the Employment Insurance Act and Regulations.

**23.12** Entitlement to the lay-off allowance and the recall procedure as described in sections 23.07 to 23.10 of this Article will cease as follows:

- a) when the lay-off allowance entitlement is used up, or;
- b) when the employee reports for work subsequent to recall, or;
- c) when the employee fails to report for work after recall, or;
- d) when the employee has not been recalled to work within 52 weeks of the date of lay-off, or;
- e) when the employee is disentitled or disqualified from Employment Insurance benefits, or;

**f)** when the employee obtains other employment, or;

**g)** if the employee resigns.

**23.13** An employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to 23.07 of this Article based on their overall net credited service after deducting the lay-off allowance he received during their previous lay-off.

**23.14** The Company agrees to treat the first 30 days of a lay-off as a leave of absence and to maintain the eligibility of a laid-off employee during that period to:

**a)** credit for service;

**b)** participation in the Comprehensive Medical Expense, Vision Care and Dental Plans;

**c)** participation in the optional life and accident insurance plans, providing the employee

prepays the applicable premiums prior to the commencement of a lay-off.

### **Recall Procedure**

- 23.15** A Regular employee identified as surplus and electing to accept a lay-off with recall rights and lay-off allowance for a period of up to 52 weeks pursuant to section 23.05 of this Article shall be listed on a recall list within the affected occupation(s) and Wage Schedule(s).
- 23.16** Notwithstanding the provisions of Article 22 of the Collective Agreement, where a job posting is to be made within the affected occupation(s) and Wage Schedule(s) and a recall is warranted, eligible qualified employees, as determined by the Company, shall be recalled in inverse order of lay-off provided they are immediately able to perform the work available.
- 23.17** It is the responsibility of a laid-off employee who desires to be recalled to keep the Company informed of their correct home and email addresses and phone

number(s), and to advise the Company within ten (10) days of the date of recall as to their acceptance.

- 23.18** The Company may assume that failure on the part of any laid-off employee to notify the Company within ten (10) days of the date of the offer of recall concerning his acceptance of the offer, or to report for duty within 15 days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.
- 23.19** The date of mailing of a registered letter to the employee's last address as shown on Company record shall be the date of offer of recall.
- 23.20** A laid-off employee who has not been recalled to work within 52 weeks of the date they were laid-off shall be deemed terminated from the employ of the Company.



**23.21** In the determination of the period of lay-off in section 23.07, an employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall not be considered to have interrupted the continuity of the lay-off, however, the period of re-employment shall not be included as forming part of the period of lay-off. It is understood that, until they have completed 52 weeks of continuous service after the date of return to work, a recalled employee is subject to direct lay-off and shall not have access to a separation package set out in section 23.05 (b) of this Article.

### **Information Lists**

**23.22** The Company agrees to provide the Union with lists of laid-off employees by position within an occupation indicating, for each employee, the date of lay-off and the net credited service date.

### **Termination Lump Sum**

- 23.23** A Regular employee identified as surplus and who elects to accept termination of employment with lump sum pursuant to section 23.05 (b) shall be paid one half (1/2) month pay for each completed year of service at his basic monthly rate for a minimum of three (3) months up to a maximum of eighteen (18) months.

During the first three (3) months, the employee is on salary continuance and is still covered under the health care benefits, that may be amended by the Company, except short-term and long-term disability.

### **Displacement Procedure**

- 23.24 (a)** A Regular employee identified as surplus and who elects to displace pursuant to section 23.05 (c) of this Article may attempt to displace the most junior Regular employee of the affected occupation(s) and Wage Schedule(s) provided they, according to the Company, are qualified to perform the required work

within such period of time as may be reasonably required, but in any event not more than ten (10) days refresher training, in the following order:

**i)** By displacing the most junior Regular employee in the remaining occupations in the Wage Schedule provided the employee has performed the job within the last two (2) years, or;

**ii)** By displacing the most junior employee in another occupation in a lower Wage Schedule provided the employee has performed the job within the last two (2) years.

**(b)** When a displacement occurs following the application of section 23.23, the displacing employee shall assume the status and working conditions of the displaced employee.

**23.25** A Regular employee identified as surplus who is unsuccessful in displacing a more junior Regular employee pursuant to section 23.23 must select one of the remaining options outlined in section 23.05 (a) or (b).

- 23.26** A displaced employee following the application of section 23.23 shall become surplus and must select one of the options outlined in section 23.05 (a) or (b) only.

**ARTICLE 24**  
**Duration**

**24.01** This Agreement shall become effective on the date of ratification except as otherwise provided, and shall remain in full force and effect up to and including March 1, 2023.

**24.02** 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 UNIFOR 205 Placer Court Toronto, Ontario M2H 3H9 or by the Union to the Secretary, Bell Canada, 1carrefour 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  
Live Support Technician  
Video On-Demand Support Technician  
RF Broadcast Technician Assistant  
Live Support Technician Assistant  
Systems Administrator-IP Technician  
System Operator  
System Technician  
Live Events Operator  
Satellite Receiver Technician  
Master Control Operator  
VOD Operator  
Lab Administrator  
Media Librarian  
Data Analyst  
Content Developer  
Content and Rights Management Operator  
Operational Floater  
Production Editor

## **Appendix B**

### **Occupations and Wage Schedules**

#### **Wage Schedule A**

##### Occupations

RF Broadcast Technician  
Live Support Technician  
Video On-Demand Support Technician  
System Administrator – IP Technician  
Lab Administrator  
Live Event Operator  
Operational Floater  
Production Editor

#### **Wage Schedule B**

##### Occupations

Master Control Operator  
VOD Operator  
RF Broadcast Technician Assistant  
Live Support Technician Assistant  
Satellite Receiver Technician  
System Operator  
Content and Rights Management Operator

#### **Wage Schedule C**

##### Occupations

Content Developer  
Data Analyst  
Media Librarian

**Appendix C**  
**\*ANNUALIZED WAGE SCHEDULES**

**Wage Schedule A**

<b>Step</b>	<b>March 1, 2020</b>	<b>March 1, 2021</b>	<b>March 1, 2022</b>
<b>8</b>	\$69,697.96	\$70,917.67	\$72,336.03
<b>7</b>	\$68,667.24	\$69,868.92	\$71,266.30
<b>6</b>	\$65,920.66	\$67,074.28	\$68,415.76
<b>5</b>	\$63,173.87	\$64,279.42	\$65,565.00
<b>4</b>	\$60,427.29	\$61,484.77	\$62,714.47
<b>3</b>	\$57,680.50	\$58,689.91	\$59,863.71
<b>2</b>	\$54,933.92	\$55,895.27	\$57,013.17
<b>1</b>	\$51,500.49	\$52,401.74	\$53,449.78
<b>Start</b>	\$48,067.05	\$48,908.22	\$49,886.39

\* The interval from one step to the next shall be twelve months based on the employee's anniversary/hire date (subject to existing practices), and the wage schedule increase, from one year to the next, shall occur on March 1<sup>st</sup> of each of the aforementioned years.



**\* ANNUALIZED WAGE SCHEDULES****Wage Schedule B**

<b>Step</b>	<b>March 1, 2020</b>	<b>March 1, 2021</b>	<b>March 1, 2022</b>
<b>8</b>	\$61,333.75	\$62,407.09	\$63,655.23
<b>7</b>	\$60,427.29	\$61,484.77	\$62,714.47
<b>6</b>	\$58,010.22	\$59,025.40	\$60,205.91
<b>5</b>	\$55,593.15	\$56,566.03	\$57,697.35
<b>4</b>	\$53,176.07	\$54,106.65	\$55,188.79
<b>3</b>	\$50,758.99	\$51,647.28	\$52,680.22
<b>2</b>	\$48,341.71	\$49,187.69	\$50,171.44
<b>1</b>	\$45,320.47	\$46,113.58	\$47,035.85
<b>Start</b>	\$42,299.02	\$43,039.25	\$43,900.04

\*The interval from one step to the next shall be twelve months based on the employee's anniversary/hire date (subject to existing practices), and the wage schedule increase, from one year to the next, shall occur on March 1<sup>st</sup> of each of the aforementioned years.

**\* ANNUALIZED WAGE SCHEDULES****Wage Schedule C**

<b>Step</b>	<b>March 1, 2020</b>	<b>March 1, 2021</b>	<b>March 1, 2022</b>
<b>7</b>	\$54,642.77	\$55,599.02	\$56,711.00
<b>6</b>	\$53,835.29	\$54,777.41	\$55,872.96
<b>5</b>	\$52,736.45	\$53,659.34	\$54,732.52
<b>4</b>	\$50,099.77	\$50,976.52	\$51,996.05
<b>3</b>	\$47,462.89	\$48,293.49	\$49,259.36
<b>2</b>	\$44,826.00	\$45,610.46	\$46,522.66
<b>1</b>	\$42,189.33	\$42,927.64	\$43,786.19
<b>Start</b>	\$39,552.44	\$40,244.61	\$41,049.50

\*The interval from one step to the next shall be twelve months based on the employee's anniversary/hire date (subject to existing practices), and the wage schedule increase, from one year to the next, shall occur on March 1<sup>st</sup> of each of the aforementioned years.

## **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 2020, 2021, 2022.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 19th day of June, 2020.

IN WITNESS WHEREOF, we have signed at Toronto and Montreal this 7<sup>th</sup> day of May 2020

Unifor

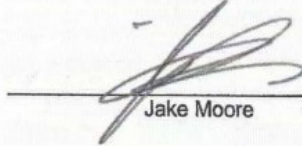


Howard Law

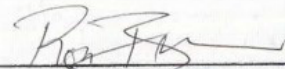
Bell Express Vu LP



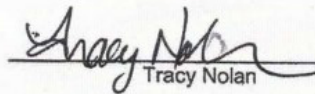
James London Wilson



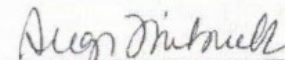
Jake Moore



Ronald Brown



Tracy Nolan



Serge Thibault



Paul Paget

## **Letters Of Agreement**

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

LETTER OF AGREEMENT BETWEEN:  
BELL EXPRESS VU LP  
AND  
UNIFOR

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 remain in force during the term of this 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.

## **Hours of Work**

The parties agree the following shall apply exclusively to Full-time employees working a compressed work week.

For those employees on a compressed work week, the basic hours of work per day for a Full-time employee shall be established based on the basic hours of work being either:

- (a) An average period of two (2) weeks totally 75 hours; or
- (b) An average period of four (4) weeks totally 150 hours

With the exceptions to circumstances related to essential services, the Company will ensure there is a ten (10) hour period between an employee's tours of duty. All time which encroaches on the turnaround period shall be paid at the overtime rate of time and half.

## **Overtime**

Overtime treatment for a full time employee on compressed work week means:

- a) in addition to the assigned basic hours of work scheduled for that day depending on the chosen schedule, OR

b) on a day outside of the employees scheduled work weeks.

### **Company Holidays**

Where a Full-time employee is required to work on a Company holiday which is included in their scheduled work weeks, the following shall apply:

- (a) 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.
- (b) shall be paid at their basic rate of pay for that day, up to a maximum of 7.5 hours, or
- (c) 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.

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

The employee shall be paid the overtime premium only for the overtime hours worked and not in combination with the Holiday Premium.

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.

### **Personal Floater Days**

In addition to the holidays provided in Section 13.01, each employee shall be granted up to (2) two Personal Floater 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.

### **Vacation**

Vacation entitlement will be converted to hours. Hours of vacation are deducted depending on the hours of the chosen option for each day of vacation taken during the period where the employee is on a compressed work week schedule.

Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay, at 7.5 hours, at a time convenient to the



employee and the Company.

### **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 Article 9 and 10 of the collective agreement, 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.

### **Right to Discontinue**

The Company can at any time discontinue the Compressed work week and substitute the regular work week with no less than 2 weeks' notice.

**TEMPORARY WORK ASSIGNMENT IN A HIGHER WAGE  
SCHEDULE**

LETTER OF AGREEMENT BETWEEN:  
BELL EXPRESS VU LP  
AND  
UNIFOR

Employees working in a higher classification shall be paid the next highest wage in the appropriate wage band, plus an additional step, but only for acting assignments that are less than a 7 day duration. For assignments that are “longer term”, the existing process shall apply (as provided in a separate agreement)

## **WOMEN UNION SUPPORT ADVOCATE**

LETTER OF AGREEMENT BETWEEN:

BELL EXPRESS VU LP

AND

UNIFOR

The parties agree as follows:

1. Women, from the Bell Express Vu LP employees bargaining unit facing situations of domestic violence or abuse may confer with a Women Union Support Advocate who can direct the employee towards the appropriate support mechanisms. The time required for the Women's advocate to carry out their role will be paid by the company.
2. The Company and the Union shall agree on reasonable guidelines within 60 days following the signing of this Memorandum of Agreement.
3. The number of Women Union Support advocates shall not exceed one (1).
4. The company will ensure that Women's advocates will be afforded the time off required for training which will be paid by the Union.

## **VIOLENCE OR ABUSE IN PERSONAL LIFE**

LETTER OF AGREEMENT BETWEEN:

BELL EXPRESS VU LP

AND

UNIFOR

The Company recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company agrees, when there is adequate and timely verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by the provisions of article 18 will be granted as absence with pay, up to a maximum of five (5) days per calendar year.

## **FACT FINDING MEETINGS**

LETTER OF AGREEMENT BETWEEN:

BELL EXPRESS VU LP

AND

UNIFOR

The above parties have agreed as follows:

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

- When a Company representative conducts a fact finding meeting with an employee concerning the alleged violation of the Code of Business Conduct that could likely lead to a disciplinary measure, the Company representative shall:

- o Advise the employee and the Union Representative, in general terms (for example: misappropriation, conflict of interest, breach of trust, etc.), of the nature of the meeting, prior to the meeting, and;

o Invite the Union representative to attend the meeting, unless the employee objects.

- In conducting such meetings, Company and Union representatives will perform their respective responsibilities in a professional and courteous manner with mutual respect for their counterparts.

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

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

A final assessment by the parties to determine if the process described herein will be maintained for the duration of the Collective Agreement shall be conducted in a fair and reasonable manner at the end of the trial. However, should there be, in the Company's opinion, disruptions to the meetings, this Memorandum of Agreement may be rescinded by the Company upon 30 days' notice to the Union's Bargaining committee.

## **SCHEDULING COMMITTEE**

LETTER OF AGREEMENT BETWEEN:

BELL EXPRESS VU LP

AND

UNIFOR

The above parties have agreed as follows:

Within two (2) months after the signing of the Collective Agreement, the parties will establish a Scheduling Committee comprised of two (2) representatives from the Company and two (2) representatives of the Union.

The mandate of the Committee is to look at opportunities aimed at improving the scheduling of tours of duty and vacation that take into consideration the interests of employees and the Company as well as work-life balance.

The Committee will have two (2) months to present its recommendations to Bell Express Vu's CP4 who will look at the feasibility of implementing the recommendations.

Bell Express Vu's CP4 will reconvene with the members of the Committee within six (6) weeks to provide decisions regarding the recommendations. Implementation of feasible

recommendations will be completed within six (6) months following the signature of the Collective Agreement.



## **PAID EDUCATION LEAVE**

LETTER OF AGREEMENT BETWEEN:

BELL EXPRESS VU LP

AND

UNIFOR

Effective March 1, 2020, the Company agrees to pay into a special fund an amount of two cents (\$0.02) per hour for regular hours to provide for a Unifor Paid Education Leave (PEL) program. Effective March 1, 2022, the amount shall be increased to three cents (\$0.03) per hour.

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

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

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

## Letter of Intent

Canada  
299 Queen Street West  
Toronto, Ontario  
M5V 2Z5  
Telephone: 416-948-3742  
Mary.incognito@bell.ca

October 23, 2012

Mr. Michael Kachurowski

National Representative

Communications, Energy and Paperworkers

Union of Canada

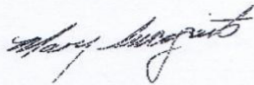
5915 Airport Road, Suite 510  
Mississauga, ON  
L4V 1T1

Dear Mr. Kachurowski,

**Subject: Letter of Intent Re: Workplace Safety and Insurance Act**

This will confirm our understanding related to the Workplace Safety and Insurance ACT (WSIA) coverage discussed during bargaining for the employees included in the bargaining unit.

The Company is committed to continuing their insurance under the WSIA. Should this coverage change, the Company will notify the union in advance.



Mary Incognito  
Director, Labour Relations



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**NOTES**