

COLLECTIVE AGREEMENT

BETWEEN

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA  
LOCAL 950**

AND

**BELL CANADA  
for its  
"Bell West" division**



**EFFECTIVE May 11<sup>th</sup>, 2007**

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## COLLECTIVE AGREEMENT

This agreement is made in duplicate this 11<sup>th</sup> day of May 2007 between:

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA LOCAL 950, hereinafter referred to as the "Union",

OF THE FIRST PART:

- and -

BELL CANADA, for its Bell West division hereinafter called the "Company",

OF THE SECOND PART.

WHEREAS, the parties have agreed to enter into negotiations with a view of the completion of a collective agreement;

- (a) To establish working conditions for employees employed in any of the occupations listed in Appendix A,
- (b) To establish a procedure for final settlement without stoppage of work, on application of either party, of differences concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement; and

WHEREAS, negotiations between the parties in good faith have resulted in this Collective Agreement;

NOW THEREFORE, this Agreement witnessed that the parties thereto agree as follows:

**ARTICLE 1**  
RECOGNITION AND SCOPE

- 1.01** The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement.
- 1.02** The employees covered by this agreement will be those who are employed in any of the occupations listed in Appendix A of this agreement.
- 1.03** It is understood and agreed that employees hired into the bargaining unit will be subject to a probationary period of 6 months starting on their date of hire and that the Company has the right to dismiss a probationary employee at any time and for any reason during that period.
- 1.04** When the parties mutually agree that a new occupation established during the term of this agreement clearly has a number of significant points in common with the other occupations covered by this agreement, the new occupation will fall within the scope of this agreement and Appendix A shall be deemed to be amended to include that new occupation.

The parties will then discuss and determine the appropriate compensation level for the new occupation.

If no agreement is reached on both of the paragraphs above, the matter may be submitted directly to step 3 of the grievance procedure.

**Article 2**  
DISCRIMINATION

- 2.01** 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 3**  
**DEDUCTIONS**

**UNION DUES**

- 3.01** Subject to the provisions of this article and upon the written request of the union, the Company will deduct union dues from all employees in the bargaining unit in an amount specified by the Union.
- 3.02** The Company agrees that all dues deductions will be processed on a bi-weekly basis corresponding to each pay period.
- 3.03** 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.
- 3.04** In addition and on a monthly basis, the Company will provide the Union with names and locations of new bargaining unit hires, transfers, changes of status, resignations, dismissals or retirements.
- 3.05** The Company agrees to provide the CEP on a yearly basis with a breakdown of the bargaining unit based on gender and age.

**CEP HUMANITY FUND CONTRIBUTIONS**

- 3.06** The Company will deduct, on behalf of all employees in the bargaining unit, an amount from their pay equal to one (1) cent for each regular hour worked per pay period, for the purposes of the Humanity Fund.
- 3.07** This deduction will be processed on a bi-weekly basis corresponding to each pay period and remitted to the account of the charitable organization designated as the CEP Humanity Fund as soon as possible after the deductions have been processed.
- 3.08** Where an employee objects to the above mentioned deduction, they must inform the Local Union President in writing who will in turn inform the Company and the deductions will stop.

**GENERAL**

- 3.09** The Company will stop making any deductions described in this article when an employee is assigned to a position not covered by this Agreement.
- 3.10** 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

**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, 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.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

- 5.01** 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.

The parties further agree that the following grievance procedure will be used to resolve differences described above.

**5.02    General**

- a) The parties are encouraged to resolve grievances through open and informal discussion throughout the entire process described below. It is accepted that this may result in the informal resolution of the grievance that would then require the Union or the Company to withdraw the formal grievance.
- b) Time limits are mandatory and may only be extended by mutual consent in writing.
- c) If a grievance is not initiated or advanced to the next stage within the stipulated time limits, it shall be deemed to have been abandoned and can not be continued or re-opened.
- d) Formal grievances will be submitted in writing on a standard grievance form agreed to by the parties, and will include:
  - a. the grievor's name and occupation;
  - b. the date of the event giving rise to the grievance;
  - c. the nature of the grievance;
  - d. the article of the collective agreement allegedly violated;
  - e. the remedy sought by the grievor.

### **5.03 Step 1 - Informal**

No employee may file a formal grievance until the employee and/or the Union Steward has first gone to the immediate manager in an attempt to resolve the grievance. The employee or the Union Steward will contact the immediate manager of the concerned employee, by fax or email, within thirty (30) calendar days from the date at which the employee or Union should have reasonably been aware of the event and inform the manager of their wish to discuss the issue in an attempt to resolve the grievance.

The immediate manager will then have seven (7) calendar days to discuss the issue and respond verbally to the employee or the Union Steward.

If no resolution is obtained at this stage, the issue may be submitted in the form of a formal grievance at step 2.

### **5.04 Step 2 - Formal Grievance**

The employee or Union steward will have seven (7) calendar days from the date of the response at step 1 to advise in writing the level of management immediately above the manager involved at step 1 that they are filing a formal grievance.

The manager advised at step 2 will then have seven (7) calendar days to discuss the grievance with the concerned parties and respond in writing.

The participants in this discussion, either face to face or by other means when more cost efficient, are to be limited to no more than two (2) per party.

If no resolution is obtained at this stage, the grievance may be submitted to step 3.

### **5.05 Step 3**

The Local Union President (or designate) will have fourteen (14) calendar days from the date of the written response at step 2 to advise the Company Director of Human Resources that the Union is pursuing the grievance to step 3.

The Director of Human Resources will then have fourteen (14) calendar days to discuss the grievance with the concerned parties and respond in writing to the Local President.

The participants in this discussion, either face to face or by other means when more cost efficient, are to be limited to no more than four (4) per party.

For cases of alleged unjust dismissal, Union grievances or Company grievances, the grievance will be submitted directly to step 3.

If no resolution is obtained at this stage, the issue may be referred to mediation.

Mediation can be waived only by mutual agreement in writing. In such case, the grievance may be referred directly to arbitration.



## **5.06 Mediation**

The grieving party will have fourteen (14) calendar days from the date of the written response at step 3 to inform the other party that they wish to pursue the grievance to mediation.

The parties hereby agree that the Mediation services of HRSDC, insofar as said services are available, will be used to address the grievances referred to mediation. If HRSDC services are no longer available or not available in an agreed upon timely fashion, both parties must agree on an alternative mediation service. If there is no agreement on an alternative mediation service, the grieving party may pursue the grievance to arbitration.

If through mediation the grievance is not resolved it may be submitted to arbitration.

## **Article 6 ARBITRATION**

**6.01** Either party may, after exhausting the grievance procedure established by this Agreement, pursue the matter to arbitration by notifying the other party in writing within 30 calendar days of either:

- the end of mediation; or
- the date of the response at step 3 of the grievance procedure if both parties have agreed in writing to forego mediation.

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

**6.02** In the event that a grievance will be submitted to arbitration, the parties will make every effort to agree upon and appoint a single arbitrator within 14 calendar days following the reception of written notice described in paragraph 6.01. At the discretion and by mutual agreement of the parties, a three (3) person arbitration panel may be utilized rather than a single arbitrator.

If the parties fail to agree upon the appointment of an arbitrator, either party may apply to the Minister of Labour for Canada, to appoint as arbitrator, a person knowledgeable and experienced in the interpretation of written collective agreements.

**6.03** The arbitration hearing will take place as promptly as possible in a location mutually agreed to and selected for its cost effectiveness and proximity to the parties to the proceeding.

**6.04** The arbitrator shall not have any power to alter or change any of the provisions 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.

**6.05** The arbitrator will, before the hearing, require the representatives of the parties to define the question of interpretation, application or administration to be arbitrated and to establish the procedure to be followed at the hearing.

**6.06** The parties will each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom the arbitrator may require.

Each party will also bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits and panel members when applicable.

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

## **Article 7** **HOURS OF WORK**

**7.01** A “week” is from Sunday to Saturday.

**7.02** “Working hours” are from 00:00 to 24:00 on any day of a week.

**7.03** “Normal working hours” are from 6:00 to 18:00 on any day of a week.

**7.04** “Off normal working hours” are from 18:00 to 24:00 and 00:00 to 06:00 on any day of the week.

**7.05** The “basic hours of work per day” for a full time employee will be 7.5 hours. This will be called a “work shift”.

**7.06** The “basic hours of work per week” for a full time employee will be 37.5 hours based on a five (5) day work week. This will be called a “work week”.

**7.07** It is agreed that based on business needs, which for the purposes of this Agreement will be determined by the Company, the Company has the right to assign or change employees’ work shifts.

The company will normally give a minimum of 72 hours notice of a shift change except in exceptional circumstances.

The company will also, if business needs permit, attempt to implement shift changes on a volunteer basis whenever possible.

**7.08** Where the Company, based on business needs, has given permission to an employee to work from their residence, the time spent working will be considered hours worked.

**7.09** With exception to circumstances related to essential services, the Company will ensure there is an 8 hour period between shifts.

**Article 8**  
**OVERTIME**

**8.01** Overtime means the time worked:

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

Overtime, except in exceptional emergency situations, is to be scheduled and approved by management.

**8.02** When overtime is worked, the rates are:

- |  | RATE OF PAY                 |
|--|-----------------------------|
| <ul style="list-style-type: none"><li>• Overtime hours worked in excess of 7.5 hours a day (on a regularly scheduled workday) or;</li><li>• Hours in excess of 37.5 hours a week or;</li><li>• Hours worked on the first day of rest (e.g. Saturday)</li></ul> | Basic rate of pay times 1.5 |
| <ul style="list-style-type: none"><li>• Overtime hours worked on the second and subsequent weekly day(s) of rest (e.g. normally a Sunday) - applies only when the employee has already worked overtime on a prior day in the same period of rest</li></ul>     | Basic rate of pay times 2.0 |

**8.03** In some circumstances the immediate supervisor will have the complete discretion to accept an employee's request to bank the overtime hours worked in lieu of monetary compensation.

- a) If the immediate supervisor approves to bank worked overtime hours the immediate supervisor will bank each overtime hour worked at the rate it would have been paid out as described in 8.02.
- b) An employee's bank of hours will not exceed 37.5 hours once the worked hours have been multiplied by 1.5 or 2.0.

Banked hours must be taken, as time off during regularly scheduled basic hours of work, at the basic rate of pay, within 12 months after they have been banked. If for any reason the hours are not taken within the 12 month period they will be paid out.

**Article 9**  
**ON-CALL**

- 9.01** In today's world many employees stay connected to their customers and to their teams by using a pager, a cellular telephone, etc. In this way they are usually available although they may not often receive many calls after hours.

This form of availability is part of our competitive advantage and it is also part of the basic requirement of the job -- no overtime pay or premium is provided in such cases.

- 9.02** The on-call premium is intended for situations when an employee is specifically assigned, by the Company, to be called on-duty after regular working hours for a period of time. These employees are on-call and will typically handle a large volume of calls that will involve coordinating resources and working to resolve emergency problems.

Premium:

\$25.00 per every 8.0 hours to a maximum of \$50.00 Monday to Friday

and a maximum of \$75.00 Saturday, Sunday and on statutory holidays.

PLUS

- For time spent responding to calls: applicable call-out premium.

**Article 10**  
**CALL-OUT**

- 10.01** Call-Out premium applies in situations when an off-duty employee is called-out to a work site in order to resolve an immediate and urgent problem.

Call-out premium is the greater of 3 hours of pay at time and a half or the value of overtime worked.

- 10.02** There are situations when employees are called at home for emergencies that can be resolved from home (or remotely). These situations, while not considered call-out, will be compensated by the greater of 2 hours of regular pay or the value of the time worked.

**Article 11**  
**SHIFT PREMIUM**

**11.01** Some business units operate on a 24 hour/7 day basis. Employees in these and other groups may be required to work off-normal working hours, These shifts may be worked, as decided by the Company, on a regular, occasional or rotational basis. For shifts that begin prior to and run past 18:00, the employee will be compensated for the hours worked after 18:00 at the premium.

The premium paid for these shifts is 5% of the regular pay for the duration of the assignment. Premium ceases as soon as the shift is over.

**Article 12**  
**LUNCH PERIOD and BREAKS**

**12.01** Lunch breaks can range from 30 to 60 minutes during a work shift and are scheduled at management's discretion. Lunch breaks are unpaid and are excluded from the 7.5 hour work day.

Additional breaks may be taken during the work shift. These breaks are paid and inclusive in the 7.5 hour work day. These breaks shall not exceed 15 minutes and shall be limited to 2 per 7.5-hour work shift. These breaks are available to employees when the business permits but are not an entitlement nor would they be paid out if not taken.

**Article 13**  
**VACATION**

**13.01 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.

**13.02 Vacation Allotment**

Years of Service	Vacation Days**
Less than 1	15 *
1 – 6	15
7 – 11	20
12 – 17	23
18 – 24	25
25 and above	30

\* Prorated according to portion of calendar year worked (1.5 days per month for a maximum of 15 days).

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

Under exceptional circumstances, in order to recruit experienced and talented individuals, it may be necessary to provide a new employee with vacation time more aligned with their previous work experience. If this is done, the Company will advise the Union of the decision and circumstances.

**13.03 Scheduling Vacations**

Business requirements will always be taken into consideration when scheduling vacation. In most cases this means discussing the employee's plans with their immediate supervisor.

Vacations must be taken between January 1<sup>st</sup> of the calendar year in which they are earned and April 30<sup>th</sup> of the following year. 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.

Unused vacation time cannot be carried forward beyond April 30<sup>th</sup> unless there are extenuating circumstances and in very limited circumstances. In these cases, prior Vice-President approval is required. Vacation time cannot be carried forward beyond October 31<sup>st</sup> in the year after the calendar year for which it was earned or it will be forfeited.

In the event that an employee cannot take his or her 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.

When a Company holiday falls on a day the employee is on vacation the vacation day will be replaced with the Company holiday and the Employee shall be entitled to an additional day off with pay at a time convenient to the employee and the company.

#### **13.04** Postponing a Scheduled Vacation

If an employee becomes ill, has a work accident, or is called upon for jury duty on or before the last day worked prior to a scheduled vacation, the vacation may be rescheduled. When an employee becomes ill, has an accident or is called for jury duty after leaving work on vacation, the employee's vacation shall normally not be rescheduled.

Any unused prior year vacation due to postponing of vacation should be taken at the end of the absence period / leave, before the employee returns to work.

#### **13.05** Calculating Vacation for Part-time Employees

The vacation schedule for a part-time employee is the same as that for a full-time employee, except that it is prorated based on time worked. The time worked considered for calculating the prorated vacation is the employee's scheduled time.

#### **13.06** Earning Vacation during a Personal Leave of Absence

The first 30 calendar days of a personal leave of absence are considered as though the employee had been at work, for the purpose of calculating vacation earned, provided that the employee physically returns to work after the absence. Except for this period, a personal leave of absence is not considered as time worked in the calculation of vacation earned.

#### **13.07** Earning Vacation during Other Leaves of Absence: Maternity, Parental, Sickness, Accident

Absence while on maternity leave, parental leave or while receiving short-term disability benefits for sickness is considered as though the employee had been at work for the purpose of calculating vacation earned, but only if the employee physically returns to work after the absence or goes from Short Term Disability to Long Term Disability.

For employees proceeding on maternity or parental leaves that are expected to extend beyond April of the year after that for which a vacation was earned, any earned vacation should be taken prior to the start of the leave. Unused prior-year vacation, including such vacation earned while on the leave, should be taken at the end of the leave, before the employee physically returns to work.

### **13.08 Earning Vacation during a Long Term Disability Absence**

Long term disability absence is not counted as time worked when calculating vacation earned. Vacation time for an employee returning to work after a long-term disability is prorated according to his/her NCS date and the time worked during the calendar year. Also, during LTD rehabilitation, employees accumulate vacation based on worked days only.

### **13.09 Earned Vacation prior to Long Term Disability**

Prior to starting Long Term-Disability (between the short term disability and long term disability periods), the employee must take all earned vacation days as well as any other banked time. This does not apply for employees going on LTD rehabilitation immediately after a short term disability period. In this case, vacations must only be taken before April 30<sup>th</sup> of the following calendar year unless an employee is absent once again due to disability and the manager deems that other arrangements are more appropriate.

### **13.10 Pay in lieu of Vacation**

When an employee leaves the company (e.g., work completed, resignation, dismissal, etc.), a calculation is processed in order to establish if the company should make a payment for unused vacation or if the employees must reimburse the company. This calculation is based on earnings obtained up until the date of termination multiplied by 4% or 6 % depending on the employee's years of service, minus the vacation days 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 paycheck.

### **13.11 Vacation Pay Adjustment**

Federal legislation requires that an employer provide annual vacation pay of at least 4% of annual earnings to employees who have less than 6 consecutive years of service, or 6% of annual earnings to those who have 6 or more consecutive years of service.

The Vacation Pay Adjustment payment makes up for the difference, if any, between what has been paid by the Company during a year and what the requirements are. For this calculation, annual earnings include any job related compensation payments. It does not include termination allowances and other such earnings.



**Article 14**  
**COMPANY HOLIDAYS**

**14.01** The following are the Company holidays:

- New Year's Day
- First Working Day of New Year
- Family Day (Alberta only)
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Remembrance Day (BC, SK and MB only)
- Christmas Day
- \* Boxing Day (December 26<sup>th</sup>)

\* If December 26<sup>th</sup> is Monday, the Tuesday immediately following is observed as the holiday.

**14.02** When any of the above holidays falls on a Sunday, the Monday immediately following is to be observed as the holiday. If the holiday falls on a Saturday, another day off with pay will be granted at a time determined by the Company.

**14.03** An employee qualifies for holiday pay if the employee received wages for at least 15 calendar days in the preceding 30 days prior to a holiday. Employees who resigned, were dismissed, work completed or laid off are not entitled to the holiday pay.

An employee does not qualify for holiday pay if the holiday is observed during a period when the employee is receiving sickness or accident disability benefits.

**14.04** An employee required to work on a holiday will be entitled to replacement time off in addition to overtime pay.

## **ARTICLE 15**

### **WORKING CONDITIONS COVERED BY COMPANY POLICIES**

**15.01** The Company and the Union agree that the Company policies listed in this Agreement are for information purposes only and may be changed, modified, replaced or abolished at the sole discretion of the Company at any time but not prior to a consultation meeting with the Union during which the Union will be offered the opportunity to:

- understand the driving factors behind the change, modification, replacement or abolition;
- discuss the situation;
- offer suggestions for consideration by the Company.

Once this consultation meeting has taken place, the Company will decide the final outcome of the policy change, modification, replacement or abolition.

The Company may also, at its sole discretion, implement new policies at any time after holding the consultation meeting as described above.

#### **15.02** Complaints on Company Policy Administration

The Company and the Union agree that the administration of the policies listed in this Agreement can be subject to the grievance process described in article 5 but cannot be taken further than step 4 (mediation). They are not arbitrable.

It is further agreed that nothing but the administration of the policies can be subject to a grievance.

#### **15.03** Company Policies Governing Working Conditions not covered by this Agreement

- a) Wage Administration
- b) Achievement Incentive Administration
- c) Bell 1<sup>st</sup> Recruitment and Redeployment Administration
- d) Severance Administration
- e) Benefits Administration
- f) Travel and Expenses Administration
- g) Teleworking and FlexSpace Administration

**Article 16**  
WORKFORCE MANAGEMENT

**16.01** The parties agree that the Company's ability to manage its workforce to fluctuating business or customer needs is an essential element to the success of the Company and that this is part of its management rights.

Therefore, in the event it becomes necessary to reduce the number of employees, it is understood and agreed that the Company has complete discretion to:

- determine when business or customer needs require a reduction of the number of employees;
- identify the employees who will be part of the reduction based on the following criteria:
  - a. Individual performance levels; and
  - b. Individual skill sets.

In cases where the Company determines that it must make a choice between two or more employees who, in its view, equally meet the above criteria, it will choose the employee with the least Net Credited Service.


**Article 17**  
DURATION

**17.01** This Agreement will enter into effect on the date of signing except as otherwise provided and, shall remain in full force and effect up to and including May 10<sup>th</sup>, 2010.

**17.02** Either party to this Agreement may, by written notice given to the other party at least 30 days but not more than 90 days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.

**17.03** Notice shall be sufficient with respect to the Union if addressed to Communications, Energy and Paperworkers Union of Canada, 301 Laurier Avenue West, Ottawa, Ontario K1P 6M6, and with respect to the Company if addressed to the Secretary of the Company at 1000 de la Gauchetière West, Room 3700, Montreal, Quebec H3B 4Y7.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 11<sup>th</sup> day of May 2007.

<b>COMMUNICATIONS, ENERGY and PAPERWORKERS UNION of CANADA LOCAL 950</b>	<b>BELL CANADA for its BELL WEST Business Unit</b>
 David Durning	 Dwight H Brown
 Joie Warnock	 Russell Rath
 Brent Eichler	 John Fitzgerald
 Greg McMahon	
 Neftali Sarrelangue	

**Appendix A**  
**OCCUPATION TITLES**

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

**Data Technology Specialist**

**Field Services Specialist**

**Network Analyst**

**Network Operations Specialist**

**Regional Help Desk Technician**

**Regional Help Desk Technician Prime**

**Regional Test Centre Technician**

**Regional Test Centre Technician Prime**

**Team Prime**

**Voice Services Specialist**

**Voice Technology Specialist**

**MEMORANDUM OF AGREEMENT BETWEEN  
BELL CANADA AND THE CEP LOCAL 950**

**AVERAGING OF HOURS**

This is to confirm our agreement with respect to the averaging of "Basic hours of work" and the averaging of "Maximum hours of work" for employees covered by this Collective Agreement.

The purpose of averaging "Basic hours of work" and "Maximum hours of work" are different and hence will be addressed separately in this memorandum.

**Basic hours of work**

1. In compliance with the Canada Labour Code, this memorandum overrides portions of articles 7 and 8 of this Collective Agreement and regulates the averaging of the basic hours of work as follows:
  - a) The basic hours of work of 7.5 per day and of 37.5 per week described in article 7 may be averaged out over a defined four (4) week period. The averaging of the basic hours of work is subject to local agreement between the Company and the Local Union President (or designate).
  - b) When an agreement is in place as described above, overtime will only be paid if an employee works more than 150 basic hours in a defined four (4) week period.
  - c) Local agreements may vary as to the number of basic hours per day or per week, or the number of days worked per week, but whatever the agreement is the total number of basic hours worked must not exceed 150 hours over a defined four (4) week period.

**Maximum hours of work**

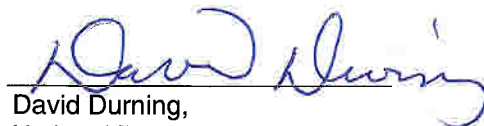
2. In compliance with the *Canada Labour Code*, this memorandum allows for the averaging of the maximum hours of work per week set by the *Code* (48 hours in any given week) over a 26 week period.
  - a. The maximum hours of work of an employee for each 26-week period of the calendar year will be 1,248.
  - b. The first 26-week period will go from December 31<sup>st</sup> 2006 to June 30<sup>th</sup> 2007 and the second 26-week period will go from July 1<sup>st</sup> 2007 to December 29<sup>th</sup> 2007. The following 26 week periods will be sequential to December 29<sup>th</sup> 2007 unless the parties agree otherwise.
  - c. These maximum hours worked include all basic and overtime hours worked.

This maximum hours of work averaging is applicable to all employees covered by this Collective Agreement and no further local agreements are needed.

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



Dwight H Brown,  
Associate Director, Industrial Relations  
Bell Canada



David Durning,  
National Representative  
CEP

**MEMORANDUM OF AGREEMENT  
BETWEEN BELL CANADA AND THE CEP LOCAL 950  
2010 OLYMPIC AND PARALYMPIC GAMES**

Bell is a recognized Premier National Sponsor of the 2010 Olympic and Paralympics Games in Vancouver. Bell is committed to the ambitious target of delivering world class telecommunication services within a defined budget. The important foundations of this commitment to deliver successful games is the ability to work within a highly flexible environment and the preference to utilize our employee base and their experience and expertise to the extent possible given the competitive and cost effective environment in which we operate. To enable this, the Union agrees that there will be labour peace (i.e. no strikes, wildcat or otherwise, no work to rule, etc.) throughout the duration of this contract up to and including the expiry of this Collective Agreement in 2010.

The Union also understands and agrees that exceptions to the Collective agreement will be needed and will apply to employees seconded through the Company Olympic staffing process to work on activities related to the games.

To that end, the parties agree to the following modifications to the collective agreement.

- The modifications to the collective agreement identified below will only apply to employees that have volunteered to work on activities related to the Vancouver 2010 Winter Olympic and Paralympic Games and these modifications will be applicable for the duration of their secondment.

Collective agreement modifications:

Hours of work

Article 7.05: Basic hours of work per day will be 8.0 hours.

Article 7.06: Basic hours per week will be 40 hours.

Article 7.07: Secondements will be considered exceptional circumstances and therefore no notice of shift changes will be required.

Overtime

Article 8.01: Overtime will be paid after 8 hours in a day and/or after 40 hours in a week.

Article 8.02: All overtime hours worked will be paid at 1.5 times the basic rate of pay.

Other articles

Articles 9, 10 and 11: The payment of premiums agreed to in articles 9, 10 and 11 will be suspended.

Appendix A: Although the scope of activities covered by the collective agreement will remain the same for the purposes of this MOA, the Company will communicate the exact Olympic specific job titles that will be used to ensure there is no confusion as to who is seconded to Olympic activities.

MOA – Averaging of hours

All references to 7.5 hours will become 8.0 hours.  
All references to 37.5 hours will become 40 hours.  
All references to 150 hours will become 1,040 hours.  
All references to 4 weeks will become 26 weeks.

Other considerations:

Lodging: It may be required, as per Olympic specific business needs determined by the Company, that double occupancy will be necessary.

The union and Company agree to meet periodically to ensure a common understanding of the elements of the Olympic staffing process. These meetings may also be utilized to discuss and agree on any additional levels of flexibility that may be identified before the 2010 Games.

To that end, the parties agree that they will establish a Joint Committee which will meet periodically.

Although not intended to limit the scope of the discussions between the parties, the Joint Committee may discuss:

- The ideas and methods the Union may want to present and discuss to enhance the delivery of the games as outlined above.

The following principles shall apply to the meetings of this Joint Committee:

- The meetings will be held at least every six (6) months unless the parties agree to hold them more frequently.
- The meetings will be restricted to three members of the Bell Olympic Committee and three representatives of the CEP, unless otherwise agreed by both parties.
- Discussions between the parties which take place during these meetings will be privileged, confidential and without prejudice to the interests of either party unless there is mutual agreement between the Company and the Union to share any of the information outside of the meetings.
- The first meeting will be held within six (6) months of the effective date of the Collective Agreement unless otherwise agreed to by both parties.



Dwight H Brown  
Associate Director, Industrial Relations  
Bell Canada



David Durning  
National Representative  
CEP



**MEMORANDUM OF AGREEMENT  
BETWEEN BELL CANADA AND THE CEP LOCAL 950**

**RECOGNITION OF DURATION OF AGREEMENT AND COMMITMENT TO OLYMPIC GAMES**

In recognition of the labour peace provided by the duration of the Collective Agreement and the commitment to the Olympic games, the Company agrees that the following payments will be made on the first full pay period following the below dates to full-time employees represented by the CEP to recognize the employees' commitment to deliver successful Olympic and Paralympic Games as outlined above.

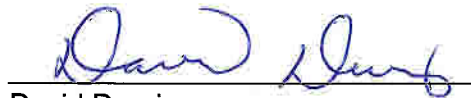
\$2,500.00 – Within 30 days of the signing of the collective agreement  
\$1,000.00 – May 11<sup>th</sup>, 2008  
\$1,000.00 – May 11<sup>th</sup>, 2009  
\$ 500.00 – May 10<sup>th</sup>, 2010

The following conditions will apply to the payments:

- Employees on regulated leave will receive payment upon their return from leave on a prorated basis reflecting their participation based on time worked in the period.
- Employees joining or leaving the bargaining unit during the time between payments will be paid on the date of payment and the amount paid will be based on a prorated calculation of the time worked in the bargaining unit during that period. Payments will not be made to employees who were terminated for cause.
- Employees will be provided the opportunity to contribute the payment to a company sponsored RRSP program, pre-tax. There will not be a company matching portion.



Dwight H Brown  
Associate Director, Industrial Relations  
Bell Canada



David Durning  
National Representative  
CEP

**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 BENEFIT PLAN TRANSITION**

This will confirm our discussions during collective bargaining and our understanding that Bell West has reviewed with the union the three benefit plans that are currently provided to Bell West employees (Regular full time and Regular part time employees working in excess of 30 hours) with the intent to develop, where possible, one plan for all employees.

The review has demonstrated and the parties agree that the Company has done its best to ensure an overall equitable transition of Bell West employees' benefits plans to the Bell OmniFlex plan.

Benefit plan categories reviewed:

Health

Dental

Accident Death & Dismemberment

Travel Medical Assistance

Life Insurance, including dependent life insurance

Provincial Medical Coverage (Alberta and BC)

Short Term Disability

Long Term Disability

RRSP/DPSP/Pension Plans

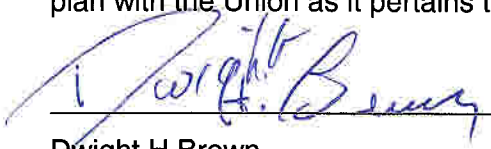
The Company held a consultation meeting with the Union prior to the final decision on the new benefit plan during which the Union was offered the opportunity to:

- understand the driving factors behind the change, modification, or replacement;
- discuss the situation;
- offer suggestions for consideration by the Company.

The next step is to transition all Bell West employees from their existing benefits plans to the Bell OmniFlex plan. This transition is planned for Q3 2007. Employees will continue to be covered under their current Company Benefit plan until the transition to the new plan has been completed.

The Union will be kept aware of timing if there is a change due to unforeseen and/or exceptional circumstances.

The Company will develop and implement a communication and training plan to inform all employees of the new benefit plan. The Company will discuss the communication plan with the Union as it pertains to the employees in the bargaining unit.



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Dwight H Brown  
Associate Director, Industrial Relations  
Bell Canada


**LETTER OF INTENT  
LABOUR RELATIONS MEETINGS**

The signing parties of this letter recognize that it would be in the interest of both parties to keep channels of communication open throughout the life of the Collective Agreement.

It is the parties' intention to meet quarterly, or more often if the parties agree, at times and places agreed to by both parties, to discuss labour relation issues that may include but are not limited to:

- Issues arising from the administration or interpretation of the terms and conditions of the Collective Agreement;
- Issues related to training and development;
- Issues related to staffing;
- Any other issues that the parties agree to discuss.

  
\_\_\_\_\_  
Dwight H Brown  
Associate Director, Industrial Relations  
Bell Canada

  
\_\_\_\_\_  
David Durning  
National Representative  
CEP