



# Communications, Energy & Paperworkers Union of Canada

## **BARGAINING / CONCILIATION HIGHLIGHTS**

### **Bell Clerical and Associated Employees**

November, 2009



Important, improvements reached through conciliation appear in **bold**.

## 1. Job Security

- a) Improvements to the Memorandum of Agreement on Outsourcing/Contracting-out
- Upon signing of the collective agreement, 972 employees who were not protected by the MOA will be now covered by the MOA
  - ***The following sentence has been added to the Memorandum preamble: « The Company's preference is to maintain employment internally ».***
  - ***Added in the MOA preamble: The parties agree that before Bell Canada outsources or contracts out any work, the Company will meet with the CEP to discuss, review and exchange on issues associated with outsourcing or contracting out.***
  - ***Paragraph #3 is modified as follows: Parties agree that in situations where differences concerning the interpretation or application of this MOA arise, the grievance shall be processed through expedited arbitration.***
- b) Improvement of the displacement procedure and integration of the process into the collective agreement.
- An employee with 25 years or more will have the option to displace an employee with less than 25 years.
  - An employee with less than 25 years will have the option to displace under 8 years NCS only
  - Employees who displace must be qualified to perform the work and be productive within 60 calendar days of refresher training.
  - An employee who elects to displace (successfully or not) will benefit from the same severance package as any employee declared surplus.
- c) Improvement of article 24.03 in order to include minimum guaranteed hours into the collective agreement.
- 7.5 hours per week for a Temporary employee with less than 6 months NCS.
  - 11.25 hours per week for a temporary employee with 6 months NCS and more.
  - 15 hours per week or 30 hours per pay period for a Regular Part-Time employee.
- d) ***Creation of a Letter of Intent on site consolidation:***
- ***As a result of site consolidation and after considering those employees relocating to the receiving site, the company shall post internally the number of jobs that will be required to perform the workload at the receiving site.***



## 2. Compensation

a) *Wages:*

- *1.5% as of November 1st 2009*
- *2.1% as of June 1st 2010*
- *2.1% as of June 1st 2011*
- *2.1% as of June 1st 2012*

b) Preservation of the frozen rate of pay. Employees covered by this MOA will receive a lump sum payment of \$500 for every year where their salary will remain frozen.

c) Employees under profile 525 (Client representative – Consumer Market) will have to choose one of the following options:

- Maintain the frozen rate of pay and integrate the VPIP with a possibility of earning 5.5% of their base salary;
- Renounce the frozen rate of pay and integrate the salary group related to the profile. Integrate VPIP with a possibility of earning 12% of their base salary.

d) Integration of 2 profiles into the VPIP:

- Employees on the Revenues and Assets Recovery profiles for the consumer and SMB markets (profile 518 and 541), will be moved to the VPIP effective within three (3) months of the date of signing of this agreement.

e) *Pay equity:*

- *Reinforcement of the Settlement Agreement concluded on August 30th 2002 with respect to the pay equity in accordance with the Canadian Human Rights Act. The Company and the Union agrees that the Profile Joint Committee will be re-named the Joint Pay Equity Committee. The mandate of the committee will be to continue to discuss means for the parties to continue to ensure pay equity within the Company for the members of the Clerical and Associated Employees.*

f) Improvement – The differential for work in off-normal period will increase to \$0.75 per hour.

g) Improvement – Banking time will be an option for the following premiums:

- Premium pay for change in tour of duty
- Premium pay for consecutive Saturdays worked
- Sunday premium pay
- Christmas Eve and New Year's Eve – Special compensation



- h) Improvement of article 21.06
  - The promotion pay treatment will come into effect after a full tour of duty is completed.
  - An employee who is temporarily assigned to a job in a higher salary group and whose assignment is confirmed (the assignment becomes permanent) will keep the rate of pay acquired during the temporary assignment.
- i) AIP.
  - AIP is maintained as is
  - The Union will stop deducting dues on the AIP.
- j) Trial for split shifts tours of duty for the Control Center, Repair Center and Retail:
  - Voluntary basis only
  - A differential of 1.25\$/ hour or part thereof
  - Participation can be cancelled by the employee provided 3 weeks notice is given

### **3. Paid Days Off**

- a) All Paid days off remain as they were in the last collective agreement.
- b) Improvement to article 30 – Bereavement leave amended to allow an employee to postpone the days off provided for in article 30.01 and 30.02 if the funeral, cremation or burial is postponed.
- c) Gain – Addition of language referencing “Family Day” to Article 27.02, section (b) (ii)

### **4. Job Evaluation**

- a) Elimination of the Joint Profile Committee.
- b) **Job evaluation:**
  - *Creation of a letter of intent ensuring that the Profiles that were evaluated will not be evaluated for a second time for the duration of the collective agreement. As such, the salary group associated with each profile will remain unchanged.*
- c) **Employees reclassification:**
  - *The Company will address employee’s requests for reclassification.*
  - *The Company will only reclassify an employee or group of employees who perform the same work into the same profile.*



*d) Wage protection:*

- *Improvement - If the occupation is downgraded by one (1) salary group, the employee will benefit from wage protection for a period of nine (9) months from the date of implementation of the decision.*
- *Improvement - If the occupation is downgraded by more than one (1) salary group, the employee will benefit from wage protection for a period of twelve (12) months from the date of implementation of the decision.*
- *If the occupation is upgraded the pay adjustment will be effective from the date of the decision.*

*e) Profile 204 – Access Network Coordinator:*

- *This letter confirms that employees in profile 204 will not have their salary negatively impacted as a result of discussions surrounding their profile which will take place over the coming months.*

## **5. Union-Company Relations**

a) Arbitration

- Improvement – Include the expedited arbitration process into the collective agreement for grievances related to dismissal.

b) Security interview:

- Improvement – the following text was added to the memorandum of agreement: a union representative will be granted a maximum of 15 minutes immediately preceding a Security interview, in order to speak with the employee that she represents.

c) Union time allowance

- Improvement – The following text was added to article 8.08: it is agreed that union representatives have a legal obligation to meet their representatives, and time requests for union business will not be unreasonably refused.

## **6. Health and Safety**

Improvement –addition indicates that (2) two union representatives (one from Ontario and one from Quebec) The Corporate Health and Safety Committee is composed of 3 union representatives with a National Representative.



## **7. Duration of Agreement**

*The duration of this collective agreement will be four (4) years.*

## **8. Benefits**

*a) Post retirement benefits:*

- *Improved version of the MOA previously obtained.*
- *Creation of a joint committee that will start their work in the 60 days following the signing of the collective agreement.*
- *The committee's mandate will be to provide a recommendation for employees who will retire after December 31st 2011 in regards of the following :*
  - *Explore the availability of healthcare coverage at retirement, including a review of current market options available with recognized insurance providers for healthcare coverage at retirement.*
  - *Identify options for employees to prefund the cost of healthcare coverage at retirement specifically with but not limited to flex dollars, tax free savings accounts, payroll deduction, etc.*
- *The working committee shall make its recommendation no later than December 31<sup>st</sup> 2010.*
- *MOA ensures that members will have an option(s) to consider which will provide for post retirement benefits. Exactly how that option looks will be determined in the coming months*

*b) Flex dollars:*

- *Maintain the flex dollars at \$500*

## **9. Other**

*a) CEP Humanity Fund:*

- *Introduction of the CEP Humanity Fund via the Employee giving fund.*

ps:cope343



# EXHIBIT / PIÈCE	TITLE / TITRE		# VERSION
Exhibit 2 / Pièce 2	Holidays / Jours fériées	Art. 26	V2 / V2
Exhibit 3 / Pièce 3	Days Off with Pay / Jours chomés payés	Art. 27	V2 / V2
Exhibit 7 / Pièce 7	Time Allowance / Temps alloué pour affaires syndicales	Art. 8	V3 / V3
Exhibit 8 / Pièce 8	Grievances / Griefs	Art. 16	V3 / V3
Exhibit 10 / Pièce 10	Profile 360 / Profil 360	LOI	V1 / V1
Exhibit 11 / Pièce 11	Salary Treatment for WRT / Traitement salarial des formatrices - CRT	LOI	V1 / V1
Exhibit 12 / Pièce 12	Workplace Reorganization / Réorganisation du travail	LOI	V1 / V1
Exhibit 13 / Pièce 13	Training and Learning Opportunities / Formation et opportunités d'apprentissage	LOI	V1 / V1
Exhibit 14 / Pièce 14	Achievement Incentive Plan / Programme de Rémunération incitative	Appendix D	V3 / V3
Exhibit 15 / Pièce 15	Differential and Premium Pay / Rémunération différentielles et primes	Art. 22	V4 / V3
Exhibit 16 / Pièce 16	Security Interviews / Entrevue de sureté	MOA	V1 / V1
Exhibit 17 / Pièce 17	Health and Safety / Santé et Sécurité	Art. 13	V1 / V1
Exhibit 18 / Pièce 18	Bereavement Leave / Congé en cas de deuil	Art. 30	V1 / V1
Exhibit 19 / Pièce 19	Hours of Work / Heures de travail	Art. 24	V1 / V1
Exhibit 20 / Pièce 20	Arbitration / Arbitrage	Art. 17	V2 / V2
Exhibit 21 / Pièce 21	Boxing Day / Le congé du lendemain de Noël	LOI	V1 / V1
Exhibit 22 / Pièce 22	List of Localities / Localités	Appendix B	V1 / V1
Exhibit 23 / Pièce 23	Split Tours of Duty Trial / Essai de tours de service fractionnés	MOA	V4 / V2
Exhibit 24 / Pièce 24	List of Clerical and Associated Occupations/ Liste des emplois de bureau et des emplois connexes	Appendix A	V1 / V1
Exhibit 25 / Pièce 25	CEP Humanity Fund / Fonds humanitaire SCEP	LOI	V1 / V2
Exhibit 26 / Pièce 26	Deduction of regular Dues / Cotisations syndicales	Art. 4	V2 / V2
Exhibit 27 / Pièce 27	Profile Review/ Revision de Profiles	LOI	V8 / V7
Exhibit 28 / Pièce 28	Notification to Association / Notification à l'Association	Art. 6	V1 / V1

# EXHIBIT / PIÈCE	TITLE / TITRE		# VERSION
Exhibit 29 / Pièce 29	Wage Administration / Modalités salariales	Art. 21	V1 / V1
Exhibit 31 / Pièce 31	Duration / Durée de la convention	Art. 39	V2 / V2
Exhibit 32 / Pièce 32	Variable Pay Incentive Plan / PPRV	LOI	V6 / V6
Exhibit 33 / Pièce 33	Displacement Procedure / Procédure de déplacement	Attachment A	V4 / V2
Exhibit 34 / Pièce 34	Treatment of Employees on a Frozen rate of Pay /	MOA	V5 / V4
Exhibit 35 / Pièce 35	Pay Equity / Équité salariale	LOI	V3 / V3
Exhibit 36 / Pièce 36	Rates of Pay / Taux de salaire	Art. 20	V1 / V1
Exhibit 37 / Pièce 37	Total Cash Compensation (Revised) / Rémunération (Revisée)	%	V7 / V7
Exhibit 38 / Pièce 38	Workforce Adjustment Plan / Plan de réajustement de l'effectif	MOA	V2 / V2
Exhibit 39 / Pièce 39	Committee on healthcare coverage at retirement/Comité sur la couverture de soins médicaux à la retraite	MOA	V9 / V8
Exhibit 40 / Pièce 40	Outsourcing / Contracting Out // Impartion /sous-traitance	MOA	V4 / V4
Exhibit 41 / Pièce 41	Profile Joint Committee / Comité mixte profil	LOI	V1 / V1
Exhibit 42 / Pièce 42	Move Concierge Pilot Project / Projet pilote service personnalisé - Concierge	MOA	V2 / V2
Exhibit 43 / Pièce 43	Appendix C / Annexe C	APP	V1 / V1
Exhibit 44 / Pièce 44	Profile 204 / Profil 204	LOI	V2 / V2
Exhibit 45 / Pièce 45	Site Consolidations / Consolidations des sites	LOI	V1 / V1
	Red Book – Joint Committees definition / Définition du Comités mixtes		
	Red Book – Employees Selection Process / Processus de selection des employés		
	Integration Method of Bell ICT / Modalités d'intégration de Bell TIC		

**CONTRACT CLAUSE PROPOSAL - 2009**

**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 26**

**HOLIDAYS**

**PRESENT**

**PROPOSED**

**26.01** The following shall be recognized as Company holidays:

New Year's Day	Civic Holiday
Good Friday	(Ontario only)
Easter Monday*	Labour Day
Victoria Day	Thanksgiving Day
(National Patriot's Day in Québec)	Christmas Day
National Holiday (June 24 <sup>th</sup> - Québec only)	Boxing Day (Dec. 26 <sup>th</sup> )
Canada Day (July 1 <sup>st</sup> )	

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

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

**PRESENT**

**PROPOSED**

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

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

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

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

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

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

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

(c) Where Boxing Day falls on a Saturday, an employee shall be granted the day off with pay on the Monday immediately following.

(c) Where Boxing Day falls on a Saturday, an employee shall be granted the day off with pay on ***the Thursday immediately preceding or*** the Monday immediately following ***Boxing day, as determined by the Company.***

**PRESENT**

**PROPOSED**

**Pay for Work on a Holiday**

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

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

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

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

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

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

Or

**PRESENT**

**PROPOSED**

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

Or

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

and in addition,

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

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

**Pay for Holiday not Worked**

**26.11** Where an employee is not required to work on a Company holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day, or if a Part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

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

Or

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

**CONTRACT CLAUSE PROPOSAL – 2009**  
**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 27**  
**DAYS OFF WITH PAY**

**PRESENT**

**PROPOSED**

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

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

Or

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

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

**PRESENT**

**PROPOSED**

(b)(i) One (1) of these days off with pay shall be granted, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks, during the period from December 1<sup>st</sup> of the current year to November 30<sup>th</sup> of the following year;

Or

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

***(iii) For employees working in Ontario, the company may grant, subject to service requirements, the day off with pay mentioned in Subsection 27.02 (b)(i) on Family Day.***

**27.03** Where an employee cannot be granted a day off with pay in accordance with the provisions of Section 27.02, she shall be paid, on the pay following November 30<sup>th</sup>, in lieu of the time off, at her basic rate of pay, or if a Part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

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

Or

**PRESENT**

**PROPOSED**

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

**Personal Days Off With Pay**

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

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

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

**CONTRACT CLAUSE PROPOSAL - 2009**  
**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 8**  
**TIME ALLOWANCE**

**PRESENT**

**PROPOSED**

**8.01** The Company agrees that:

(a) An employee who has, or believes she has a grievance may confer with her Representative or with management during her scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided, however, that each employee must arrange with her immediate manager, subject to service requirements, for all time off the job required for the above purposes.

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

**PRESENT**

**PROPOSED**

**8.02** (a) A District President of the Association may attend pre-bargaining meetings held by the Association to prepare for bargaining with the Company, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof, up to a maximum of five (5) days from her regularly scheduled tours of duty, provided that the Company is given the name of the District President at least two (2) weeks before the date the time off is to begin.

(b) It is agreed that the total of all such pre-bargaining time off for all District Presidents calculated together shall not exceed 270 days.

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

**PRESENT**

**8.04** (a) Representatives may, without deduction of the time so occupied in the computation of the time worked for the Company, attend to other business of the Association during scheduled working hours, provided that each Representative must arrange with her immediate manager, subject to service requirements, for all time off the job, not to exceed 30 consecutive calendar days, required for the above purpose and providing such business is concerned with the bargaining unit covered by this Agreement. All time off so required will be granted as time off without pay; however

(b) The Company will pay the Representative, on behalf of the Association, at her basic rate of pay for all time off without pay to attend to other business of the Association. Any amount so paid by the Company will be billed to the Association, which shall remit that amount to the Company within 30 days of receipt of the bill;

(c) Requests for time off without pay to attend to other business of the Association, in excess of five (5) days, must be submitted to the Representative's immediate manager at least 21 days prior to the date requested for the commencement of the time off without pay.

**PROPOSED**

**8.04** (a) Representatives may, without deduction of the time so occupied in the computation of the time worked for the Company, attend to other business of the Association during scheduled working hours, provided that each Representative must arrange with her immediate manager, subject to service requirements, for all time off the job, not to exceed 30 consecutive calendar days, required for the above purpose and providing such business is concerned with the bargaining unit covered by this Agreement. ***It is agreed the Union Representative has a legal obligation to provide proper representation, and time off for Union business will not unreasonably be withheld. Both the Union and the Company agree that the granting and use of time off the job will not be abused.*** All time off so required will be granted as time off without pay; however

**8.05** ***When a Union Steward, Chief Steward or Local Officer is unavailable to meet with the Company, she may be replaced by an available Union Steward, Chief Steward or Local Officer from amongst those designated by the Union as a replacement.***

**CONTRACT CLAUSE PROPOSAL - 2009**

**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 16**

**GRIEVANCES**

**PRESENT**

**PROPOSED**

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

(b) Grievances of an individual employee or groups of employees shall be handled by the Association at the request of the employee or employees, and shall be processed in accordance with Sections 16.03 to 16.16 inclusive. Each grievance shall be presented to the Company within 42 calendar days from the occurrence on which such grievance is based.

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

(i) the grievor's name and occupation,

(ii) the date of the event giving rise to the grievance,

(iii) the nature of the grievance,

**PRESENT**

**PROPOSED**

(iv) the remedy sought from the Company,

(v) identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement.

Individual and Group Grievances

**Step 1**

**16.03** Where a grievance is handled by the Association at the request of the employee(s), the Representative of the employee(s) or a Representative designated by the Association, shall attempt to settle the grievance with the Contribution Path (CP) 3 manager having jurisdiction over the grievor(s) or another designated manager. The manager shall have seven (7) calendar days following the presentation of the grievance in which to render a decision orally. The manager shall sign the grievance and enter the date a decision was rendered.

**16.03 (a)** Where a grievance is handled by the Association at the request of the employee(s), the Representative of the employee(s) or a Representative designated by the Association, shall attempt to settle the grievance with the Contribution Path (CP) 3 manager having jurisdiction over the grievor(s) or another designated manager. The manager shall have seven (7) calendar days following the presentation of the grievance in which to render a decision orally. The manager shall sign the grievance and enter the date a decision was rendered.

***(b) In the case of a group grievance, the Union representative and the Company shall jointly agree on the number of employees who will participate in the grievance presentation. If an agreement cannot be reached, the Union representative may invite a maximum of 10 percent of the grievors involved rounded to the next highest whole number.***

**Step 2**

**16.04** Where a grievance has not been settled at Step 1, it shall be submitted by the District President or a Representative designated by the Association to the CP4 manager having jurisdiction over the grievor(s), or his designate, within 21 calendar days of the disposition of the matter at Step 1. The manager shall have 21 calendar days following the presentation of the grievance in which to render a decision. The manager shall present the reasons for his decision in writing to the Association.

**PRESENT**

**PROPOSED**

**Step 3**

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

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

(b) (1) Where a grievance, other than one described in Subsection 16.05 (a) (1), has not been settled at Step 2, it shall, if so desired by the Association, be submitted by a Representative designated by the Association, to the CP 5 manager or his equivalent, within 42 calendar days of the disposition of the matter at Step 2. The CP 5 manager, or his equivalent, shall have 42 calendar days following presentation of the grievance in which to render a decision.

(2) The CP 5 manager, or his equivalent shall present the reasons for his decision in writing to the Association. This shall constitute the final resolution of any grievance submitted under Subsection 16.05 (b) (1).

## **PRESENT**

## **PROPOSED**

**16.06** Where within a Department a level of management mentioned in this Article does not exist, the Representative designated by the Association will present the grievance at the next step of the grievance procedure. Under no circumstances shall a grievance be submitted to a manager at a level higher than that of a CP 5 manager.

### **Dismissal**

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

### **Disability Benefits**

**16.08** In the case of a refusal of disability benefits, or in the case of a suspension of disability benefits, the matter will be referred directly to Step 2 of the grievance procedure as provided in Section 16.04. In such a case, the grievance shall be presented within 42 calendar days from the occurrence on which such grievance is based.

**PRESENT**

**PROPOSED**

**Policy Grievances**

**16.09** If the interests of the Association as a party to this Agreement are affected by the Company's interpretation, administration, application or alleged violation of any provision of this Agreement, the Association may file a grievance directly to the CP4 manager involved. Such grievance shall be identified as a Policy Grievance and shall be submitted by the District President from that district and signed on behalf of the Association. That manager shall have 21 calendar days following the presentation of the grievance in which to render a decision. The manager shall present the reasons for his decision in writing to the Association.

A Policy Grievance may also be submitted in accordance with the provisions of Subsection 16.10 (b) where it concerns a matter of broader application than a district.

**16.10** (a) If a Policy Grievance has not been settled as provided under the provisions of Section 16.09, it shall be submitted by an Officer of the Association to the CP 5 Manager, or equivalent, within 42 calendar days of the disposition of the matter under Section 16.09. That Manager shall have 42 calendar days following the presentation of the grievance in which to render a decision. The Manager shall present the reasons for his decision in writing to the Association.

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

## **PRESENT**

## **PROPOSED**

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

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

### **Time Limits**

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

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

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

### **General**

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

**PRESENT**

***PROPOSED***

**16.17** The right of an individual employee or groups of employees to settle their grievances personally with the management of the Company through the regular supervisory channels, up to and including the CP 5 manager, or equivalent, is not restricted by this Agreement, except where such grievance is being handled, or has been handled, by the Association.

Company - Exhibit 10  
V 1  
June 15, 2009

**(DELETE)**

July 18, 2005

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

**Subject: Profile 360**

Ms. Brisson:

This is to confirm our understanding related to the profile 360 - Resource Associate position reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

The salary benchmarking study tabled during the current round of negotiations has demonstrated a marked upward trend in wages for trainer/coach type positions such as the profile 360 - Resource Associate.

As a result, the Company will complete an assessment of said position by December 31, 2005, a time limit that may be extended only by mutual consent, in writing. This assessment will consist of a re-evaluation of the role, responsibilities and tasks performed by incumbents in the profile 360 - Resource Associate.

At the outcome of this assessment, incumbents that are, in fact, deemed to perform the profile 360 - Resource Associate role will be integrated into salary group 14 of the new wage scale according to the Wage Administration Guidelines and will see their wages adjusted retroactively to the date of signing of this Collective Agreement. Those found not to be exercising profile 360 - Resource Associate functions will be reassigned into an appropriate profile and their wages will be treated according to the Wage Administration Guidelines.

The Company and the CTEA will meet on a consultative basis to discuss the profile 360 review, the results and the recommendations that will follow.

Yours truly,

Dominique Benoît  
Director of Industrial Relations

**(DELETE)**

July 18, 2005

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

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

Ms. Brisson,

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

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

	<u>June 1, 2005</u>	<u>June 1, 2006</u>	<u>June 1, 2007</u>	<u>June 1, 2008</u>
Step 1	\$1,049.10	\$1,078.48	\$1,110.83	\$1,144.16
Step 2	\$1,103.86	\$1,134.76	\$1,168.81	\$1,203.87
Step 3	\$1,160.86	\$1,193.36	\$1,229.16	\$1,266.04

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

Yours truly,

Dominique Benoît  
Director of Industrial Relations

**(DELETE)**

July 18, 2005

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

**Subject: Workplace Reorganization**

Ms. Brisson,

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

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

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

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

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

Yours truly,

Dominique Benoît  
Director of Industrial Relations

Company – Exhibit 13  
V1  
June 15, 2009

**(MODIFICATION)**

**XX XX**

**Mr. Alain Portelance**  
**National Representative**  
**Communication, Energy and Paperworkers**  
**Union of Canada**  
**545, boul. Crémazie est**  
**Bureau 9100**  
**Montréal (Québec)**  
**H2M 2V6**

**Subject: Training and Learning Opportunities**

**M. Portelance,**

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

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

The Company will ensure:

- that competency profiles exist for employees;
- that each employee has the opportunity to prepare a development plan with their manager on an annual basis, as per the Company performance management process;
- the Educational Assistance Plan, as outlined on the Human Resources website, is respected;
- that each employee is able to take up to **one day (7 hours and 30 minutes)** of training of her choice, from the courses offered online by the Company, during the life of this Collective Agreement.

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

Yours truly,

Dominique Benoît  
***Director - Labour Relations and Workplace Practices***

**APPENDIX D**

***(Modification)***

**ACHIEVEMENT INCENTIVE PLAN**

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 **X**.

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

**CONTRACT CLAUSE PROPOSAL - 2009**

**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 22**

**DIFFERENTIAL AND PREMIUM PAY**

**PRESENT**

**PROPOSED**

**Differential for Work in Off-Normal Period**

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

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

**22.02** A differential shall not be paid for:

- (a) the period for which an employee is being paid on an overtime basis,
- (b) paid absence from duty.

**Premium Pay for Change in Tour of Duty**

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

**22.01** (a) Where an employee is required to work an off-normal tour, she shall be paid a differential of **75** cents for each hour, or part thereof, which falls within the off-normal period.

(b) In addition to the payment received under Subsection 22.01 (a), an employee shall be paid an amount of **75** cents for each hour, or part thereof, worked between 12:01 A.M. and 5:59 A.M. on any day.

## PRESENT

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

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

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

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

## PROPOSED

**22.04** *Where the Company agrees to compensate an employee for premium pay for change in tour of duty by permitting the employee time off from her scheduled hours of work, except as otherwise provided in Sections 22.05 and 22.06, such premium shall be banked on the basis of one-half time (1/2) extra for time worked outside the tour of duty previously scheduled for the day. When taken, such time off shall be paid at the employee's basic rate of pay. Any such compensating time off shall be subject to the limits and conditions determined by the Company.*

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

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

**PRESENT**

**Premium Pay for Consecutive Saturdays Worked**

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

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

**PROPOSED**

**Premium Pay for Consecutive Saturdays Worked**

**22.07** An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of the company, works at least one-half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section **22.08**, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

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

**22.09** *Where the company agrees to compensate an employee for consecutive Saturday premium pay by permitting the employee time off from her scheduled hours of work, such premium shall, except as otherwise provided in Sections 22.08, be banked on the basis of one-half (½) time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. When taken, such time off shall be paid at the employee's basic rate of pay. Any such compensating time off shall be subject to the limits and conditions determined by the company.*

**PRESENT**

**PROPOSED**

**Sunday Premium Pay**

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

**22.09** This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of the differentials provided in Section 22.01, and the special compensation provided in Section 22.10, is higher than her basic rate of pay.

**Christmas Eve and New Year's Eve -  
Special Compensation**

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

**Sunday Premium Pay**

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

**22.11** This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of the differentials provided in Section 22.01 and the special compensation provided in Section **22.13**, is higher than her basic rate of pay.

**22.12** *Notwithstanding the provisions of Sections 22.10 and 22.11, where the company agrees to compensate an employee for the Sunday premium pay by permitting the employee time off from her scheduled hours of work, such premium shall be banked on the basis of one-half (½) time extra. When taken, such time off shall be paid at the employee's basic rate of pay. Any such compensating time off shall be subject to the limits and conditions determined by the company*

**Christmas Eve and New Year's Eve –  
Special Compensation**

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

**PRESENT**

**PROPOSED**

***22.14 Where the company agrees to compensate an employee for Christmas Eve and New Year's Eve - Special Compensation by permitting the employee time off from her scheduled hours of work, such premium shall be banked on the basis of straight time extra for the time worked between the hours of 6:00 P.M. and 12:00 Midnight. When taken, such time off shall be paid at the employee's basic rate of pay. Any such compensating time off shall be subject to the limits and conditions determined by the company.***

*(Modification)*

**SECURITY INTERVIEWS**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**CANADIAN TELECOMMUNICATIONS EMPLOYEES' ASSOCIATION**

This is to confirm our agreement with respect to interviews conducted by representatives of the Security Department for employees covered by the Clerical and Associated Employees' bargaining unit:

- Prior to a Security interview, the employee's manager, or their delegate, will inform her that she is entitled to be accompanied by a Representative of the **Union**.
- ***A union Representative shall be granted immediately prior to a security interview, a maximum of 15 minutes to confer with the employee whom she represents.***
- ***The Union representative shall, unless the employee objects, be invited by management to attend a security interview whenever an employee is interviewed by a representative of the Company's Security Department.***
- In conducting such interviews, Company and **Union** representatives will perform their respective responsibilities in a professional and courteous manner with mutual respect for their counterparts. The main purpose of the interview is to determine the facts in relation to the matter being investigated.

~~Upon signing of the Collective Agreement, a one (1) year trial shall be implemented and the process will be as follows for the duration of the trial:~~

- Prior to any Security interview, the employee involved shall be advised, in general terms (for example: misappropriation, conflict of interest, breach of trust, etc.), of the nature of the interview.

- It is understood that local management and *Union* representatives, although not active participants, will have the ability to ask questions for clarification purposes prior to the conclusion of the interview but shall, in no way, disrupt the investigation process.

~~The Company and the Association shall meet quarterly to review the results of the trial and make recommendations as appropriate. A final assessment by the parties to determine if the above described trial 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. If there is no agreement reached by the parties within 90 days following the one (1) year anniversary of the beginning of the trial period, the matter shall be referred to the Federal Mediation and Conciliation Service for resolution through mediation.~~

**General**

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

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

Signed at Montréal this XX<sup>th</sup> day of XX 2009.

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For the Company

For the Union

**CONTRACT CLAUSE PROPOSAL - 2009**

**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 13**

**HEALTH AND SAFETY**

**PRESENT**

**PROPOSED**

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

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

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

**Health and Safety Committees**

**13.04** (a) The Corporate Health and Safety Committee is composed of one (1) CTEA Representative designated by the Association and one (1) representative of the Company.

***13.04 (a) The Corporate Health and Safety Committee is composed of two (2) employees from the bargaining unit: one (1) employee from the Quebec region and one (1) employee from the Ontario region, as well as one (1) national Union representative and three (3) company representatives.***

## PRESENT

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

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

**13.06** Except for the number of Committees and the frequency of meetings, the rules for both the Corporate Health and Safety Committee and the Local Health and Safety Committees, as referred to in subsection 13.04 (b) shall mean the powers and obligations of Work Place Health and Safety Committees found in Part II of the Canada Labour Code.

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

## PROPOSED

**CONTRACT CLAUSE PROPOSAL - 2009**

**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 30**

**BEREAVEMENT LEAVE**

**PRESENT**

**PROPOSED**

**30.01** An employee shall be granted, in the event of the death of her spouse, common-law partner, or child, bereavement leave of up to five (5) days with pay from her scheduled tours of duty that occur during the five (5) days immediately following the day of death. The term common-law partner includes same-sex partner.

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

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

**PRESENT**

**PROPOSED**

**30.03** The Company may extend the periods of bereavement leave provided for in Sections 30.01 and 30.02 to a maximum of five (5) days with pay from her scheduled tours of duty that occur during the seven (7) days immediately following the day of death, when it is necessary for the employee to leave the city in which she is employed.

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

***30.05 Bereavement leave may be required outside the period specified in sections 30.01 to 30.04. In such circumstances, the company may grant a request to defer the leave.***

**CONTRACT CLAUSE PROPOSAL - 2009**  
**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 24**  
**HOURS OF WORK**

**PRESENT**

**PROPOSED**

**Full-time Employees**

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

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

**Part-time Employees**

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

**24.03** The hours of work for employees who are scheduled to work for less than the basic hours shall be determined by the Company. ***A Temporary Part-Time employee with less than six (6) months net credited service shall be scheduled a minimum of 7.5 hours per week. A Temporary Part-Time employee with more than six (6) months net credited service shall be scheduled a minimum of 11.25 hours per week.***

***A Regular Part-Time employee shall be scheduled a minimum of 15 hours per week or 30 hours per pay period.***

**Arrangement and Assignment of Tours of Duty**

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

**PRESENT**

**PROPOSED**

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

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

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

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

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

**Meal Period**

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

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

(a) all or a portion of her regularly scheduled tour of duty in an off-normal period, or

(b) in the day period on Sunday, if Sunday is included in her scheduled work week, or

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

**CONTRACT CLAUSE PROPOSAL - 2009**

**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 17**

**ARBITRATION**

**PRESENT**

**PROPOSED**

**17.01** Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Association and the Company, there shall be no stoppage of work and either party may, after exhausting the grievance procedure established by this Agreement, institute arbitration proceedings within 42 calendar days after the disposition of the matter by the Company, in accordance with Subsection 16.05 (a), but no later, in the manner set forth below, to have the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

**17.02** In the event that it becomes necessary to submit any matters to arbitration, the parties will endeavour in each instance to agree upon and appoint a single arbitrator within 10 calendar days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Canada, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

**PRESENT**

**PROPOSED**

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

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

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

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

**PRESENT**

**PROPOSED**

***Expedited Arbitration***

***17.07 Where the matter at issue is one relating to dismissal for just cause under section 15.01, the matter may be submitted to the following process for expedited arbitration:***

- (a) A list of Arbitrators, who shall be mutually agreed to by the parties, will be established according to, and dependent on, their availability.***
  
- (b) Unless the parties mutually agree to a lesser number of days, three (3) days in each calendar month shall be scheduled on dates mutually agreed to by the parties as potential hearing days for a period of six (6) months in advance for each of the succeeding six (6) months.***
  
- (c) The Union shall assign the grievance(s) to be heard to these Arbitrators no later than sixty (60) calendar days prior to its sitting. No more grievances than can be reasonably heard within the sitting days provided in that month may be referred to that Arbitrator. In the event that no grievance is assigned to an Arbitrator sixty (60) days prior to the hearing date, that hearing date shall be cancelled.***

July 13, 2009

**(New)**

XX XX

Mr. Alain Portelance  
National Representative  
Communication, Energy and Paperworkers  
Union of Canada  
545, boul Crémazie est  
Bureau 9100  
Montréal (Québec)  
H2M 2V6

**Subject: Boxing Day**

Mr. Portelance,

This will confirm our understanding related to the application of the Boxing Day holiday reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Scheduling of Boxing Day on the Thursday preceding the holiday, as stipulated in Section 26.07, will be applicable in 2010.

Regards,

Dominique Benoît  
Director - Labour Relations and Workplace Practices

**LIST OF LOCALITIES**

Barrie	Kingston	Québec
<del>Barry's Bay</del>	Kitchener	
<del>Belleville</del>	<del>Kuujuuaq</del>	<del>Rivière-du-Loup</del>
Brampton		
Brantford	Lindsay	St. Bruno
<del>Brockville</del>	London	St. Catharines
		St-Jérôme
Châteauguay	Montréal	Ste-Agathe
<del>Chatham</del>		Sarnia
<del>Chicoutimi</del>	Newmarket	<del>S-S-Marie</del>
<del>Cornwall</del>	<del>North Bay</del>	Sherbrooke
<del>Drummondville</del>	Oshawa	Sudbury
	Ottawa	
<del>Gatineau</del>	<del>Owen Sound</del>	<del>Thunder Bay</del>
Granby		Toronto
		Trois-Rivières
	Peterborough	
Hamilton	Port Hope	Windsor
<del>Hull</del>		
<del>Huntsville</del>		

**SPLIT TOURS OF DUTY TRIAL FOR CONTROL CENTER, REPAIR CENTER AND WHOLESALE**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**COMMUNICATIONS ENERGY AND PAPERWORKERS UNION**

This is to confirm our agreement with respect to the trial of split tours of duty for those employees working in the Control Center, Repair Center and Wholesale, inclusively. Implementation and participation in the trial will be determined by each of the Business Units, based on business needs.

The following conditions **shall** apply:

1. Split tours of duty shall be offered on a voluntary basis to all employees;
2. ***A split tour of duty is defined as a tour of duty that starts no earlier than 6:00 A.M. and ends no later than 9:00 P.M. in which the two (2) half tours are separated by no less than three (3) hours or more than five (5) hours;***
3. Should the list of volunteers exceed the number of split tours offered, the Company will schedule the split tours of duty based on seniority of the employees volunteering;
4. Where an employee is scheduled to do a split shift, she shall be paid a differential of \$1.25 for each hour worked, or part thereof;
5. A differential shall not be paid for:
  - a. the period for which an employee is being paid on an overtime basis;
  - b. paid absence from duty.
6. Participation in the split tour of duty trial may be terminated by the Business Unit or the employee, upon three (3) weeks notice;
7. Sections 24.08 and 24.09 of the collective agreement shall not apply to split tours of duty;
8. A differential for ***split tours of duty*** shall not be paid for split shifts for teleworking;
9. The aforementioned Business Units that decide to implement such a trial will establish guidelines related to the administration of the split tours of duty, according to business needs.

The parties agree that split tours of duty **may** be offered on a trial basis as of November 1<sup>st</sup> 2009 and **shall** end on December 31<sup>st</sup> 2010 within the Repair Center, Control Center and Wholesale. At the end of the trial period, the Director of Labour Relations and a CEP National Representative **designated by the union** will meet to review the results.

Should the parties agree to continue with split tours of duty beyond December 31<sup>st</sup> 2010, the conditions set out this Memorandum of Agreement will continue to apply. Results, implementation and participation will be reviewed on a yearly basis by the Director of Labour Relations and a CEP National Representative **designated by the union**.

If there is no agreement reached by the parties to pursue the scheduling of split **tours** of duty within **ninety** (90) **calendar** days **prior to** December 31<sup>st</sup> 2010, this Memorandum of Agreement will become null and void.

**General**

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

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

Signed at Montréal this XX<sup>th</sup> day of XXXX 2009.

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For the Company

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For the Union

**LIST OF CLERICAL AND ASSOCIATED  
OCCUPATIONS**

**SALARY GROUP 10**

**SALARY GROUP 11**

**Associate -**

**Access card**  
Administrative support  
**Contract management**  
**Collection Support**  
**Counting Room**  
**Mail and Office Routines**  
Information Processing  
**Quality Assurance**  
**Personal screening**  
**Research**  
**Tape Library**  
**Time/HR Administrator**

**Client Representative -**

**Consumer Market**  
**Repair**  
**Revenue and Assets Recovery**  
**Sales and Service support**

~~Consumer Market (Regular Queue)~~  
~~Consumer Market (Service Queue)~~

**Associate -**

**9-1-1**  
**Residential Account Receivable**  
**Management**  
**Billing**  
Budget & Results  
**Carrier Transactions**  
**Claims**  
Communications  
Human Resources **Transaction Management**  
Material (Administration)  
**Payments and settlements**  
**PC Management**  
**Presence at Work**  
**Procurement Support**  
Right of Way  
**Street Guide**  
**Web Assistant**

~~Computer Aided Design~~  
~~Data Analysis~~  
~~Equipment & Facilities Assignment~~  
~~Mail & Office Routines~~  
~~Public Affairs~~  
~~Public Communications Services~~  
~~Support~~  
~~Reception~~  
~~Traffic Studies~~  
~~Workforce Planning~~

**Client Representative -**

**Accounts Payable**  
**Directory Listing**  
**Regional Representation**  
**Revenue Recovery and Assets Protection**  
**Service Assurance Business**  
**Specialist Consumer Market**

~~Revenue Recovery and Assets~~  
~~Protection~~

~~Sales & Service Support~~

## SALARY GROUP 12

### Associate –

**Bankruptcy and Third Party Leasing  
Control Center**  
Control Center **Administrative Support**  
Corporate Financial Results & Reports  
**Cost Analysis**  
Creative and Artistic Design Service  
**Data Analysis**  
**Disability Management/Workplace Injury**  
Document Management  
**Front Office**  
**Network Access**  
**Recruitment**  
**Reference Material**  
**Traffic Studies**  
**Transfer Management**  
**Service Coordination**  
**Supply Chain Network**  
Workforce Controller

~~Business Service Coordination  
Disability Analyst  
Material  
Regional Representation  
Research  
Support of 9-1-1 or Security Services~~

### Agent

**Customized Billing Solutions**  
**On-Line Reporting and Billing Expertise**

### Client Representative –

Carrier Services **and** Business Markets  
**Corporate Account Management**  
Large Business and Government  
Markets  
**Service Assurance Escalation Business**  
Small & Medium Business Markets  
**Specialized Group SMB**

~~Billing Inquiries  
Billing Investigations  
Client Directory  
Employee Services  
Repair~~

## SALARY GROUP 13

### Associate -

**Computer Support**  
Circuit Design  
**Design and Draw Detailed Engineering**  
**Fraud**  
**Municipal Operations center**  
Network Administration  
**Network Management**  
**Network Resource Management**  
Network Surveillance centre  
**Network Project Administration**  
**Network Studies**  
**Payroll**  
**Quality Audit**  
**Service Provisioning and Activation Center**

~~**Business Decision & Regulatory Support**  
Computer Support  
Control Centre Administrative Support~~

~~**Provisioning**  
Service Provisioning & Activation Centre  
Switching Translations~~

### Customer Agent –

**Enterprise Market**  
**SMB Mid Market**

### Client Representative –

**Global Delivery Center**  
**Help/Escalation Desk**  
**Independent Companies**  
**Project Coordination**

~~Corporate Account Management  
Help/Escalation Desk~~

**SALARY GROUP 14**

**Associate -**

***Access Network Conception***  
Computer Applications Support  
***Trainer - Coach***  
***Legal Compliance***  
***Access Network Coordinator***  
***Project/Process Delivery***  
***Switching Translations***

~~Access Network Coordination~~

**Client Representative -**

Business Market Operations

**~~Resource Associate\*~~**

~~\* See Letter of Intent "Profile 360"~~

**(New)**

XX XX

Mr. Alain Portelance  
National Representative  
Communication, Energy and Paperworkers  
Union of Canada  
545, boul. Crémazie est  
Bureau 9100  
Montréal (Québec)  
H2M 2V6

**Subject: CEP Humanity Fund**

Mr. Portelance,

This will confirm our understanding related to the CEP Humanity Fund reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

The CEP Humanity Fund will be added to the list of charities that are part of the Employee Giving Program.

Regards,

Dominique Benoît  
Director - Labour Relations and Workplace Practices

**CONTRACT CLAUSE PROPOSAL - 2009**  
**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 4**

**DEDUCTION OF REGULAR DUES**

**PRESENT**

**PROPOSED**

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

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

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

**4.04** The amount of regular Association dues shall be such amount as may from time to time be certified to the Company, in a form approved by the Company, by an Officer of the Association.

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

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

**PRESENT**

**PROPOSED**

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

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

**(MODIFICATION)**

XX XX

Mr. Alain Portelance  
National Representative  
Communication, Energy and Paperworkers  
Union of Canada  
545, boul. Crémazie est  
Bureau 9100  
Montréal (Québec)  
H2M 2V6

**Subject: Profile**

Mr. Portelance,

This is to confirm our understanding related to Profile reached during bargaining for the renewal of the Clerical and Associated Employees' collective agreement.

**Evaluation:**

The parties agree the attached list of Profiles has been evaluated and will not be evaluated for a second time for the duration of this collective agreement. As such, the salary group associated with each profile will remain unchanged.

However, the company shall evaluate new clerical and associated occupations, create profiles and determine the salary group associated with each.

**Reclassification:**

Without limiting its management rights, it is the company's sole responsibility to:

- Reclassify an employee or group of employees who perform the same work into the same profile.
- Address employees' requests for reclassifications. Such requests will be decided within a 90-day period following the reception of a duly completed request. The 90-day period may be extended by mutual consent, in writing.

### **Wage Administration:**

The rules governing salary treatment further to a reclassification shall be the following:

- If the occupation is downgraded by one (1) salary group, the employee will benefit from wage protection for a period of nine (9) months from the date of implementation of the decision;
- If the occupation is downgraded by more than one (1) salary group, the employee will benefit from wage protection for a period of twelve (12) months from the date of implementation of the decision.
- If the occupation is upgraded the pay adjustment will be effective from the date of the decision.

### **General:**

Once a decision is rendered by the company, the company will notify the union of the appropriate profile and the associated salary group.

It is understood that the salary protection described above does not apply to evaluations and reclassifications undertaken pursuant to the 2005 collective agreement.

Regards,

Dominique Benoît  
Director - Labour Relations and Workplace Practices

<b>Job profiles of Clerical and Associated</b>		
<b>Profile</b>	<b>Title</b>	<b>Salary Group</b>
102	Associate – Budget and Results	Salary group 11
103	Associate – Data Analysis	Salary group 12
104	Associate Information Processing	Salary group 10
106	Associate Corporate Financial Results and Reports	Salary group 12
108	Billing Associate	Salary group 11
109	Associate- Carrier Transactions	Salary group 11
110	Associate – Document Management	Salary group 12
112	Associate Tape Library	Salary group 10
113	Associate- Counting Room	Salary group 10
114	Associate- Cost analysis	Salary group 12
115	Associate – Payments and settlements	Salary group 11
116	Associate- Reference material	Salary group 12
117	Associate- Claims	Salary group 11
202	Associate- Control Center	Salary group 12
203	Associate- Network Administration	Salary group 13
*204	Associate- Access Network Coordinator	Salary group 14
205	Associate- Network management	Salary group 13
206	Associate- Circuit design	Salary group 13
207	Associate Control center administrative support	Salary group 12
208	Associate- Right of Way	Salary group 11
209	Associate- Network Studies	Salary group 13
210	Associate- Computer applications support	Salary group 14
211	Associate Computer support	Salary group 13
213	Associate- Switching translations	Salary group 14
216	Associate- Traffic Studies	Salary group 12
217	Associate- Service provisioning and activation center	Salary group 13
218	Associate- Network surveillance	Salary group 13
219	Associate- Access Network Conception	Salary group 14
220	Associate- Network resource management	Salary group 13
221	Associate- Workforce Controller	Salary group 12
222	Associate Disability Management/ Workplace Injury	Salary group 12
223	Associate 9-1-1	Salary group 11
225	Associate- Design and draw- Detailed Engineering	Salary group 13
227	Associate- Front Office	Salary group 12
228	Associate- Service coordination	Salary group 12
229	Associate- Network Project administration	Salary group 13
230	Associate- Municipal Operation center	Salary group 13
231	Associate- Pc management	Salary group 11
232	Associate-Street Guide	Salary group 11
233	Associate- Supply chain Network	Salary group 12

<b>Profile</b>	<b>Title</b>	<b>Salary Group</b>
301	Associate - Mail and Office Routines	Salary group 10
302	Associate- Creative and artistic design services	Salary group 12
303	Associate- administrative support	Salary group 10
307	Associate Material	Salary group 11
309	Associate – Quality Assurance	Salary group 10
310	Associate – Quality Audit	Salary group 13
312	Associate Collection Support	Salary group 10
314	Associate Time /HR Administrator	Salary group 10
315	Associate- Contract management	Salary group 10
316	Associate- Access card	Salary group 10
317	Associate- Network access	Salary group 12
318	Associate- Personnel screening	Salary group 10
320	Associate-Project-Process delivery	Salary group 14
321	Associate- Presence at work	Salary group 11
322	Associate- Web Assistance	Salary group 11
340	Associate- Residential Accounts receivable management	Salary group 11
360	Trainer- coach	Salary group 14
401	Associate- Communications	Salary group 11
406	Associate- Research	Salary group 10
407	Associate- Bankruptcy and third party leasing	Salary group 12
408	Associate-Fraud	Salary group 13
409	Associate Transfer Management	Salary group 12
411	Procurement Support Associate	Salary group 11
412	Payroll Associate	Salary group 13
413	Associate- Legal Compliance	Salary group 14
415	Associate- Recruitment	Salary group 12
505	Client Representative- Repair	Salary group 10
507	Client Representative – Business Market Operations	Salary group 14
508	Client Representative- Sales and service support	Salary group 10
514	On-line reporting and billing expertise agent	Salary group 12
517	Associate- Human resources transaction management	Salary group 11
518	Client Representative- Revenue and assets recovery - Consumer	Salary group 10
519	Associate Corporate Account Management	Salary group 12
520	Client Representative – Regional Representation	Salary group 11

<b>Profile</b>	<b>Title</b>	<b>Salary Group</b>
522	Client Representative – Large Business or Government Markets	Salary group 12
523	Client Representative- SMB	Salary group 12
524	Client Representative – Carrier Services and Business Markets	Salary group 12
525	Client Representative- Consumer Market	Salary group 10
527	Customer Agent – Enterprise Market	Salary group 13
528	Agent- SMB mid market	Salary group 13
529	Client representative- Global delivery center	Salary group 13
530	Client Representative – Directory Listing	Salary group 11
531	Customized Billing Solutions Agent	Salary group 12
532	Client representative- accounts payables	Salary group 11
533	Client representative- Independent Companies	Salary group 13
534	Client representative- Specialized group SMB	Salary group 12
535	Client representative- Project Coordination	Salary group 13
538	Client representative- Service Assurance- Business	Salary group 11
539	Client representative- Service Assurance escalation Business	Salary group 12
540	Client representative- Specialist Consumer market-	Salary group 11
541	Client Representative- Revenue and assets recovery - Business	Salary group 11
560	Client representative- Help/escalation desk	Salary group 13

\* Refer to the Letter of Intent on profile 204

**CONTRACT CLAUSE PROPOSAL - 2009**

**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 6**

**NOTIFICATION TO ASSOCIATION**

**PRESENT**

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

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

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

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

**PROPOSED**

***6.01 The Company agrees to supply bi-monthly, to designated Local Officers of the Union, the surname and first name on Company records, employment status, occupation, and reporting centre, of all employees, as well as the names of the Tier D, Tier C and Tier B managers and the organization code of the Tier D manager of each employee, within a district or equivalent operating unit of the Company.***

**PRESENT**

**PROPOSED**

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

**CONTRACT CLAUSE PROPOSAL - 2009**

**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 21**

**WAGE ADMINISTRATION**

**PRESENT**

**PROPOSED**

**Wage Increases**

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

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

- (a) between the first and fifteenth day of a month inclusive - on the first day of that month,
- (b) on or after the sixteenth day of a month - on the first day of the following month.

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

## PRESENT

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

### **Promotional Pay Treatment**

**21.05** Where an employee is promoted, the rate of pay on promotion shall be the rate on the salary group of the new job which grants the closest higher rate. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the salary group of the new job. However, the number of months so accumulated is limited to the time interval to reach the next step of the salary group as outlined in Appendix C of this Agreement. For employees at top step of their current salary group, the next scheduled increase will take place on their Net Credited Service (NCS) anniversary.

### **Temporary Work Assignments**

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

### **Higher Rates of Pay**

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

## PROPOSED

### **Temporary Work Assignments**

**21.06 (a)** Where an employee is temporarily assigned **to** a job in a higher salary group **and has completed at least one (1) full tour of duty**, the pay treatment for the period of such temporary assignment shall be in accordance with Section 21.05.

**(b) Where an employee is temporarily assigned to a job in a higher salary group and is confirmed in that position, she shall maintain the same rate of pay acquired while on the temporary assignment.**

**PRESENT**

**PROPOSED**

**Pay Days**

**21.08** An employee shall be paid through direct deposit every alternate Friday an amount including her basic rate of pay, pay for overtime worked and other additions in pay for the two-week (2) period ending the Saturday previous to the pay day. Pay will be adjusted for unpaid absences which occurred during such two-week (2) period.

**CONTRACT CLAUSE PROPOSAL - 2009**

**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 39**

**DURATION**

**PRESENT**

**39.01** This Agreement shall be effective July 18, 2005 except as otherwise herein provided, and shall remain in full force and effect up to and including May 31, 2009.

**39.02** This Agreement, unless terminated at the expiry of the said term by written notice given by either party to the other at least 60 days prior to the expiry of the said term, shall continue in full force and effect thereafter until terminated at any time by at least 60 days prior written notice given by either party to the other.

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

**PROPOSED**

**39.01** This Agreement shall be effective ***June 1st, 2009*** except as otherwise herein provided, and shall remain in full force and effect up to and including ***May 31, 2013***.

**39.03** Notice to terminate under this Article shall be effectively given if addressed by the Company to the ***President of the Union of Communications, Energy and Paperworkers Union of Canada, 301 Laurier Avenue West, Ottawa, Ontario K1P 6M6*** or by the ***Union to the Secretary, Bell Canada, 1 carrefour Alexander Graham Bell, Tour A-7, Verdun, Quebec, H3E 3B3*** and in either case is received at least ***sixty (60)*** days prior to the termination date specified therein.

**(Modification)**

XX XX

Mr. Alain Portelance  
National Representative  
Communication, Energy and Paperworkers  
Union of Canada  
545, boul. Crémazie est  
Bureau 9100  
Montréal (Québec)  
H2M 2V6

Mr. Portelance,

**Subject: Variable Pay Incentive Plan**

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

The Variable Pay Incentive Plan (VPIP) shall apply to all Client Representatives who are on queue and have sales **and revenue** objectives. The Plan aims to recognize individual contribution to objectives such as sales, **revenues**, quality and productivity. The Plan features a motivational incentive to meet and exceed objectives.

***Employees on the Revenue & Assets Recovery profiles for the consumer and SMB markets (profile 518 and 541), will be moved to the VPIP effective within three (3) months of the date of signature of this agreement.***

Local Variable Incentive committees, which include representatives from the union and the company, will be established and maintained for the duration of the Collective Agreement as a forum for consultation on issues regarding the Variable Pay Bonus Plan. The committees will meet at regular intervals to ensure a continuous follow-up and, if applicable, make recommendations on evolving the plan.

The potential earning opportunity is 12% of base pay at target that will be paid as a bonus if target objectives are achieved. The potential earning opportunity at target will not be decreased over the term of the Collective Agreement.

Regards,

Dominique Benoît  
Director - Labour Relations and Workplace Practices

**DISPLACEMENT PROCEDURE**

ATTACHMENT A

<b>If a Regular Employee</b>	<b>And the Employee</b>	<b>Then</b>	<b>Qualifiers</b>	<b>Notes</b>
<b>Is Surplus</b>	Has twenty-five (25) years or more of completed NCS. <b>NOTE:</b> Employee with twenty-five (25) years or more of completed NCS <b>CANNOT</b> be displaced	The employee can displace employee with less than twenty-five (25) years of completed NCS	<b>Employee must be qualified to perform</b> the work and be productive within sixty (60) calendar days of refresher training. Refresher training is defined as short-term training aimed at refreshing and reinforcing previously acquired skills. It is expressly understood by the parties that the aforementioned training shall not be initial training	Displacement Chart; Steps 1 through 10 and Notes 1 and 2 shall apply
<b>Is Surplus or Displaced</b>	Has less than twenty-five (25) years of completed NCS and eight (8) years or more of completed NCS	The employee can displace employee with less than eight (8) years of completed NCS		Displacement Chart; Steps 1 through 10 and Notes 1 and 2 shall apply
<b>Is Displaced</b>	Has less than eight (8) years of completed NCS	Notes 1 and 2 only of the Displacement Chart shall apply		
<b>Is Surplus</b>	Has less than eight (8) years of completed NCS	Cannot Displace	Not applicable	Career Transition Services

## **Displacement Chart**

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

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

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

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

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

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

### **Notes:**

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

**(MODIFICATION)**

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

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

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

This is to confirm our agreement with respect to the salary treatment of employees who will continue to benefit from wage protection under this agreement. An employee who is currently at a basic rate of pay higher than the top step of the appropriate salary group for her occupation will continue to benefit from the frozen rate of pay for the life of this Collective Agreement or until this wage scale catches up with her basic hourly rate, subject to the salary treatment guidelines as agreed to by the parties and contained in the company practices.

A Client Representative, who is on queue, has sales and/or revenue objectives and who is wage protected as per the aforementioned paragraph shall decide between the following two options for incentive pay treatment:

1. Participate in the Variable Pay Incentive Plan with a potential earning opportunity of 5.5% of base pay which will be paid as a bonus if objectives are achieved at target. The plan recognizes individual contribution to objectives such as sales/revenue, quality and productivity,

or

2. Renounce her right to wage protection and integrate to the appropriate salary group for her occupation. The employee will then participate in the Variable Pay Incentive Plan with a potential earning opportunity of 12% of base pay which will be paid as a bonus if objectives are achieved at target. The plan recognizes individual contribution to objectives such as sales/revenue, quality and productivity.

The employee will be required to provide written confirmation of her choice within thirty (30) calendar days from the date of signature of this agreement. If the employee fails to select one of the above-mentioned options, option two (2) will be considered as the choice of the employee.

All other clerical employees who are wage protected as described in the first (1) paragraph and who are not defined as Client Representatives, will be eligible for the Achievement Incentive Plan as stipulated in Appendix D.

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

**Employees who remain wage protected under this Memorandum of Agreement because of the introduction of the new wage scale in 2005 shall be entitled to the following in lieu of a base salary increase:**

- **Employees in an occupation with a frozen rate of pay on November 1<sup>st</sup> 2009 shall receive a lump sum payment of \$ 500 payable upon signature of the collective agreement;**
- **Employees in an occupation with a frozen rate of pay on June 1<sup>st</sup> 2010 shall receive a lump sum payment of \$500 payable on June XX 2010;**
- **Employees in an occupation with a frozen rate of pay on June 1<sup>st</sup> 2011 shall receive a lump sum payment of \$500 payable on June XX 2011;**
- **Employees in an occupation with a frozen rate of pay on June 1<sup>st</sup> 2012 shall receive a lump sum payment of \$500 payable on June XX 2012;**

**General**

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

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

Signed in Montréal this XX day of XX 2009.

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For the Company

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For the Union

**(New)**

XX XX

Mr. Alain Portelance  
545, Boul. Crémazie est  
Bureau 9100  
Montréal (Québec)  
H2M 2V6

**Subject: Pay Equity**

Mr. Portelance,

This is to confirm our understanding related to Pay Equity reached during bargaining for the renewal of the Clerical and Associated Employee's Collective Agreement.

The Settlement Agreement concluded on August 30<sup>th</sup>, 2002 with respect to the pay equity complaints under the *Canadian Human Rights Act* established the Profile Joint Committee and entrusted it with the responsibility of contributing to ensuring pay equity at Bell as well as any future issues which could arise under the Committee's mandate under the Settlement Agreement.

The Settlement Agreement also stipulates that the parties should have recourse to the Profile Joint Committee to review matters regarding the implementation of the Settlement Agreement of August 30, 2002 as well as using the Committee to resolve these matters by either finding a mutually acceptable solution or, in default of an agreement, by referring the matter to a third party arbitrator appointed by the parties under the provisions of the Settlement Agreement. It is understood and agreed that the arbitrator cannot sit on appeal of Joint Profile Committee decisions. The Profile Joint Committee carried out its duties over several years, some of them including the evaluation of positions. These evaluations were concluded in the summer of 2009.

The Company and the Union agree that the Profile Joint Committee should be re-named the Joint Pay Equity Committee and that, in accordance with the Settlement Agreement, one of its responsibilities will be to continue to discuss means for the parties to continue to ensure pay equity within the Company for the members of the Clerical and Associated Employees in accordance with the Settlement Agreement of August 30, 2002.

Yours truly,

Dominique Benoît  
Director- Labour Relations and Workplace Practices

**CONTRACT CLAUSE PROPOSAL - 2009**  
**CLERICAL AND ASSOCIATED EMPLOYEES**

**ARTICLE 20**  
**RATES OF PAY**

**PRESENT**

**20.01** The parties agree that the Profile Plan of job evaluation affords an acceptable method for establishing the relative worth of Clerical and Associated occupations. Clerical and Associated occupations shall be jointly rated by the Company and the Association in accordance with the Profile Plan.

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

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

**PROPOSED**

**20.01** The parties agree that the Profile Plan of job evaluation affords an acceptable method for establishing the relative worth of Clerical and Associated occupations. Clerical and Associated occupations shall be ~~jointly rated~~ evaluated by the Company ~~and the Association~~ in accordance with the Profile Plan.

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

**Year 1: As of November 1st, 2009, increase of 1.5% on base salary for all salary groups**

	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
<b>Step 1</b>	1.5%	1.5%	1.5%	1.5%	1.5%
<b>Step 2</b>	1.5%	1.5%	1.5%	1.5%	1.5%
<b>Step 3</b>	1.5%	1.5%	1.5%	1.5%	1.5%
<b>Step 4</b>	1.5%	1.5%	1.5%	1.5%	1.5%
<b>Step 5</b>	1.5%	1.5%	1.5%	1.5%	1.5%
<b>Step 6</b>	1.5%	1.5%	1.5%	1.5%	1.5%

**Year 2: As of June 1<sup>st</sup>, 2010, increase of 2.1% on base salary for all salary groups**

	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
<b>Step 1</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 2</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 3</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 4</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 5</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 6</b>	2.1%	2.1%	2.1%	2.1%	2.1%

**Year 3 : As of June 1<sup>st</sup>, 2011, increase of 2.1% on base salary for all salary groups**

	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
<b>Step 1</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 2</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 3</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 4</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 5</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 6</b>	2.1%	2.1%	2.1%	2.1%	2.1%

**Year 4: As of June 1<sup>st</sup>, 2012, increase of 2.1% on base salary for all salary groups**

	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
<b>Step 1</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 2</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 3</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 4</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 5</b>	2.1%	2.1%	2.1%	2.1%	2.1%
<b>Step 6</b>	2.1%	2.1%	2.1%	2.1%	2.1%

**(MODIFICATION)**

**WORKFORCE ADJUSTMENT PLAN**  
**MEMORANDUM OF AGREEMENT BETWEEN:**  
**BELL CANADA**  
**AND**  
**COMMUNICATION, ENERGY AND PAPERWORKERS UNION OF CANADA**

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

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

Key features of the Workforce Adjustment Plan include:

**Involvement of the Union**

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

**Department and District Responsibilities**

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

**Management of Surplus**

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

## **Separation \***

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

### ***For employees with less than fifteen (15) years of NCS:***

1. Any surplus employee with less than fifteen (15) years of NCS may choose one of the following options:
  - a. A lay-off with recall rights for a period of fifty-two (52) weeks with a lay-off allowance as set out in Attachment B to this Agreement,

or

- b. A lump sum payment upon termination equivalent to the value of the Company contribution had the employee received a lay-off allowance as set out in Attachment B to this agreement. ***However, should the company offer a more generous corporate separation program at the time of the surplus declaration, the corporate plan will apply.***

### ***For employees with fifteen (15) or more years of NCS:***

2. Any surplus employee with fifteen (15) or more years of NCS may choose one of the following options:
  - a. A lay-off with recall rights for a period of fifty-two (52) weeks with a lay-off allowance as set out in Attachment B to this Agreement,

or

- b. A lump sum payment upon termination calculated as follows: 1.5 weeks X NCS X basic weekly rate. ***However, should the company offer a more generous corporate separation program at the time of the surplus declaration, the corporate plan will apply.***

Whenever an employee fails to select one of the above-mentioned options, ***she shall be separated from the Company in accordance with 1 b) or 2 b).***

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

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

**Career Transition Services**

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

**General**

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

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

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

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

**Duration**

This agreement shall come into effect on **XX, 2009** and expire at the end of this Collective Agreement.

Signed in Montréal this **XX**th day of **XX, 2009**.

<b>For the Company</b>	<b>For the Union</b>

***(MODIFICATION)***

**COMMITTEE ON HEALTHCARE COVERAGE AT RETIREMENT MEMORANDUM OF  
AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**COMMUNICATIONS ENERGY AND PAPERWORKERS UNION**

**(CEP)**

This is to confirm our agreement with respect to the discussions surrounding the availability of alternative healthcare coverage for future retirees who will have limited or no healthcare coverage at the time of their retirement.

A working committee will be created and an initial meeting of the working committee will take place within sixty (60) days of the date of signing of the collective agreement.

The working committee will be comprised of the following:

For the Company:

- Four (4) Company members

For the Union:

- Four (4) CEP representatives, 2 from Quebec, 2 from Ontario designated by the CEP National.

The working committee's mandate shall be limited to addressing and providing a recommendation for employees who will retire after December 31, 2011 in regards to the following:

- Explore the availability of healthcare coverage at retirement, including a review of current market options available with recognized insurance providers for healthcare coverage at retirement.
- Identify options for employees to prefund the cost of healthcare coverage at retirement specifically with but not limited to flex dollars, tax free savings accounts, payroll deductions, etc.

It is understood and recognized that the working committee's recommendation will be restricted to proposing an option whereby the cost will be entirely assumed by the employees.

Subject to the above and to all legal requirements, the working committee shall make its recommendation no later than December 31, 2010.

In the event the recommendation requires mandatory participation of all employees and/or future retirees, the union may conduct a vote amongst the employees on the said recommendation. In such case, it is understood and agreed that if the majority of the employees reject the recommendation, all terms and conditions of this MOA will be fulfilled and the mandate of the working committee is completed.

In the event that (1) the majority of the employees vote in favour of the recommended option; or (2) no vote is held or required, the company agrees it shall implement the recommendation. All costs associated with the said option are to be borne exclusively by the employees.

**General**

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

Signed in Montréal this XX day of XX 2009.

\_\_\_\_\_  
For the Company

\_\_\_\_\_  
For the Union

**OUTSOURCING / CONTRACTING OUT**

**MEMORANDUM OF AGREEMENT BETWEEN:**

**BELL CANADA**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA  
(CEP)**

Bell Canada is evolving in a very competitive marketplace and the parties recognize that in order to remain successful, Bell Canada needs to manage its business in the most efficient manner. The parties agree that, amongst other things, efficiency requires flexibility in the workforce, the assignment of work and Bell's ability to assign employees according to customer and business needs.

It is understood that Bell Canada has the right to outsource or contract out any of the work normally performed by employees included in the Clerical and Associated Employees bargaining unit at any time and under its own terms, ***subject to Letters of Intent on the Utilization of External Human Resources and on Outsourcing Initiatives*** and to the present Memorandum of Agreement.

**The Company's preference is to maintain employment internally. In light of this**, the intent of this Memorandum of Agreement is to provide a measure of job security for existing Regular Bell Canada employees, who are included in the Clerical and Associated Employees bargaining unit and who are employed by Bell Canada at the date of the signing of this Memorandum of Agreement, in the event that Bell Canada decides to outsource or contract out any of the work normally performed by employees included in the Clerical and Associated Employees bargaining unit.

**The parties agree that before Bell Canada outsources or contracts out any work normally performed by employees in the Clerical and Associated Employees bargaining unit, the Company shall meet with the CEP National Communication Vice Presidents to discuss, review and exchange on issues associated with outsourcing or contracting out.**

Therefore the parties agree as follows:

1. It is agreed that for the duration of this Memorandum of Agreement, Bell Canada will not, as a direct result of the outsourcing or contracting out of any of the work normally performed by employees included in the Clerical and Associated Employees bargaining unit, declare a surplus that would result in the termination or lay off of any Regular Bell Canada employee included in the Clerical and Associated Employees bargaining unit and who is employed by Bell Canada on the date of the signing of this Memorandum of Agreement.

2. The parties acknowledge that Bell Canada may resort to the outsourcing or contracting out of bargaining unit work to deal with incremental work volume, work volume generated through attrition and/or for other operational reasons, including situations involving the movement of members of the Clerical and Associated Employees bargaining unit to entities outside of Bell Canada.
3. **The parties agree that in situations where any differences concerning the interpretation or application of this Memorandum of Agreement arise, a grievance shall be filed and shall be processed through expedited arbitration. The matter shall be heard by an arbitrator on a date mutually agreed to by the parties.**
4. The job security protection described in paragraph 1 of this Memorandum of Agreement, which is provided in the specific context of the modifications made to the Collective Agreement as part of its renewal, shall be in force **for the duration of the collective agreement.**

**General**

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

Signed at Montréal this \_\_\_<sup>th</sup> day of \_\_\_\_\_ XX.

\_\_\_\_\_  
For the Company                      For the Union

**(DELETE)**

July 18, 2005

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

**Subject: Profile Joint Committee**

Ms. Brisson,

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

The Profile Joint Committee is responsible for evaluating new jobs and addressing requests for revision following any significant modification to the job functions and/or requirements. The Profile Joint Committee will also continue to participate in maintaining pay equity within the Company, to discuss how to maintain pay equity and will address any future issues that may arise in this respect through consultation or collective bargaining.

Profile Review:

The parties have agreed to a streamlined profile review process utilizing a more efficient method. This new process and method will provide the opportunity to receive, evaluate and, under normal circumstances, render final decisions on reviews or evaluations within a 90-day period following the reception of a duly completed request for revision or evaluation. The 90-day period may be extended by mutual consent, in writing.

Pay Equity:

For the purpose of maintenance of pay equity within the Company, the method referred to above will also apply in determining the value of Clerical and Associated jobs. The parties have undertaken to complete the evaluation of Clerical and Associated jobs using this method by the end of the first quarter of 2007 and to issue a recommendation to the Joint Bell/CTEA Corporate Pay Equity Committee for their review and consideration.

Yours truly,

Dominique Benoît  
Director of Industrial Relations

**(DELETE)**

**Move Concierge Pilot Project.**

**Memorandum of Agreement between:**

**Bell Canada, hereinafter designated as the "Company"**

**And**

**Communications, Energy and Paperworkers Union of Canada representing Clerical and Associated employees, herein designated as the "Union"**

For the purpose of securing jobs, limiting the utilization of outsourcing, creating new job opportunities and to create an entity that is competitive, the Company and the Union have agreed on a pilot project that will result in the repatriation of work currently being done by Bell Internet and Bell TV including internal Bell Canada employees and outsourced providers (3<sup>rd</sup> party) for customers who have 3 residential technologies (landline, internet and television) and are moving their personal residence.

This work would be assigned to a new group internal to Bell but in a separate bargaining unit.

The work assigned to the new group shall come from three sources:

1. 3<sup>rd</sup> party outsourced work
2. Bell Internet and Bell TV work
3. From 310 Bell work performed by CEP represented Clerical and Associated employees who answer calls for customers who have 3 residential technologies.

If the pilot project is successful and viable, the company will repatriate more work from other providers in North America to that new group.

This new group should not impact in any way the current 310 Bell employees represented by the Union as identified below:

Directly due to the creation of the Move Concierge service there will be no declaration of surplus, no lay off, no forced transfer and no office closure of any regular Bell employee who is part of the clerical employees' bargaining unit and who is employed at Bell at the date of the signature of this memorandum of agreement.

A new collective agreement would be negotiated for this group which embodies a pay for performance culture.

If the parties can not agree on a new collective agreement either party may withdraw from the pilot project and then the pilot project will be terminated.

The company reserves its rights to proceed otherwise.

The company and the union agree that wage rates shall be at least equal or superior to those that exist in the collective agreement for employees working in different functions within 310 Bell.

Other working conditions will be focused on pay for performance metrics which includes good service to the customers.

Positions in the pilot project will be posted. Current Bell employees would have the opportunity to apply. If, however, the pilot project is ended within a year of its creation, Bell employees will be able to return to Bell in the department they were in prior to their hire into the pilot project.

The parties agree to meet to begin discussions to establish the Move Concierge no later than one month after the ratification of the collective agreement.

The Union will have four (4) representatives which are Bell employees plus 2 National Representatives on the team to establish the creation of the pilot project. The new collective agreement shall be reached no later than 3 months after the start of the discussions unless one of the parties withdraws from the pilot project as mentioned above.

By mutual agreement the parties can extend the period to reach a collective agreement for one more month. Failure to conclude an agreement after that time period will terminate the pilot project.

**General**

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

Signed in Montréal this **XX**th day of **XX**, **2009**.

<b>For the Company</b>	<b>For the Union</b>

**APPENDIX C**

**WEEKLY BASIC RATES OF PAY BY SALARY GROUP**

**EFFECTIVE NOVEMBER 1, 2009**

<b>1.50%</b>	<b>Salary Group 10</b>	<b>Salary Group 11</b>	<b>Salary Group 12</b>	<b>Salary Group 13</b>	<b>Salary Group 14</b>
<b>Step</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>
1	\$ 522.60	\$ 640.21	\$ 768.10	\$ 895.99	\$ 981.63
2	\$ 554.57	\$ 672.18	\$ 800.07	\$ 927.96	\$ 1 013.61
3	\$ 593.01	\$ 704.16	\$ 832.05	\$ 960.32	\$ 1 045.58
4	\$ 631.46	\$ 736.13	\$ 864.02	\$ 992.29	\$ 1 077.55
5	\$ 672.18	\$ 768.10	\$ 895.99	\$ 1 024.26	\$ 1 109.52
6	\$ 725.47	\$ 823.67	\$ 953.85	\$ 1 064.61	\$ 1 152.15

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

**APPENDIX C**

**HOURLY BASIC RATES OF PAY BY SALARY GROUP**

**EFFECTIVE NOVEMBER 1, 2009**

<b>1.50%</b>	<b>Salary Group 10</b>	<b>Salary Group 11</b>	<b>Salary Group 12</b>	<b>Salary Group 13</b>	<b>Salary Group 14</b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
1	\$ 13.94	\$ 17.07	\$ 20.48	\$ 23.89	\$ 26.18
2	\$ 14.79	\$ 17.92	\$ 21.34	\$ 24.75	\$ 27.03
3	\$ 15.81	\$ 18.78	\$ 22.19	\$ 25.61	\$ 27.88
4	\$ 16.84	\$ 19.63	\$ 23.04	\$ 26.46	\$ 28.73
5	\$ 17.92	\$ 20.48	\$ 23.89	\$ 27.31	\$ 29.59
6	\$ 19.35	\$ 21.96	\$ 25.44	\$ 28.39	\$ 30.72

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

**APPENDIX C**

**WEEKLY BASIC RATES OF PAY BY SALARY GROUP**

**EFFECTIVE JUNE 1, 2010**

<b>2.10%</b>	<b>Salary Group 10</b>	<b>Salary Group 11</b>	<b>Salary Group 12</b>	<b>Salary Group 13</b>	<b>Salary Group 14</b>
<b>Step</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>
1	\$ 533.58	\$ 653.66	\$ 784.23	\$ 914.81	\$ 1 002.25
2	\$ 566.22	\$ 686.30	\$ 816.87	\$ 947.45	\$ 1 034.89
3	\$ 605.47	\$ 718.94	\$ 849.52	\$ 980.49	\$ 1 067.54
4	\$ 644.72	\$ 751.59	\$ 882.17	\$ 1 013.13	\$ 1 100.18
5	\$ 686.30	\$ 784.23	\$ 914.81	\$ 1 045.77	\$ 1 132.82
6	\$ 740.71	\$ 840.97	\$ 973.88	\$ 1 086.97	\$ 1 176.35

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

**APPENDIX C**

**HOURLY BASIC RATES OF PAY BY SALARY GROUP**

**EFFECTIVE JUNE 1, 2010**

<b>2.10%</b>	<b>Salary Group 10</b>	<b>Salary Group 11</b>	<b>Salary Group 12</b>	<b>Salary Group 13</b>	<b>Salary Group 14</b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
1	\$ 14.23	\$ 17.43	\$ 20.91	\$ 24.39	\$ 26.73
2	\$ 15.10	\$ 18.30	\$ 21.78	\$ 25.27	\$ 27.60
3	\$ 16.15	\$ 19.17	\$ 22.65	\$ 26.15	\$ 28.47
4	\$ 17.19	\$ 20.04	\$ 23.52	\$ 27.02	\$ 29.34
5	\$ 18.30	\$ 20.91	\$ 24.39	\$ 27.89	\$ 30.21
6	\$ 19.75	\$ 22.43	\$ 25.97	\$ 28.99	\$ 31.37

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

**APPENDIX C**

**WEEKLY BASIC RATES OF PAY BY SALARY GROUP**

**EFFECTIVE JUNE 1, 2011**

<b>2.10%</b>	<b>Salary Group 10</b>	<b>Salary Group 11</b>	<b>Salary Group 12</b>	<b>Salary Group 13</b>	<b>Salary Group 14</b>
<b>Step</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>
1	\$ 544.78	\$ 667.38	\$ 800.70	\$ 934.02	\$ 1 023.30
2	\$ 578.11	\$ 700.71	\$ 834.03	\$ 967.35	\$ 1 056.62
3	\$ 618.18	\$ 734.04	\$ 867.36	\$ 1 001.08	\$ 1 089.95
4	\$ 658.26	\$ 767.37	\$ 900.69	\$ 1 034.41	\$ 1 123.28
5	\$ 700.71	\$ 800.70	\$ 934.02	\$ 1 067.73	\$ 1 156.61
6	\$ 756.26	\$ 858.63	\$ 994.33	\$ 1 109.79	\$ 1 201.05

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

**APPENDIX C**

**HOURLY BASIC RATES OF PAY BY SALARY GROUP**

**EFFECTIVE JUNE 1, 2011**

<b>2.10%</b>	<b>Salary Group 10</b>	<b>Salary Group 11</b>	<b>Salary Group 12</b>	<b>Salary Group 13</b>	<b>Salary Group 14</b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
1	\$ 14.53	\$ 17.80	\$ 21.35	\$ 24.91	\$ 27.29
2	\$ 15.42	\$ 18.69	\$ 22.24	\$ 25.80	\$ 28.18
3	\$ 16.48	\$ 19.57	\$ 23.13	\$ 26.70	\$ 29.07
4	\$ 17.55	\$ 20.46	\$ 24.02	\$ 27.58	\$ 29.95
5	\$ 18.69	\$ 21.35	\$ 24.91	\$ 28.47	\$ 30.84
6	\$ 20.17	\$ 22.90	\$ 26.52	\$ 29.59	\$ 32.03

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

**APPENDIX C**

**WEEKLY BASIC RATES OF PAY BY SALARY GROUP**

**EFFECTIVE JUNE 1, 2012**

<b>2.10%</b>	<b>Salary Group 10</b>	<b>Salary Group 11</b>	<b>Salary Group 12</b>	<b>Salary Group 13</b>	<b>Salary Group 14</b>
<b>Step</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>	<b>Weekly</b>
1	\$ 556.22	\$ 681.39	\$ 817.52	\$ 953.64	\$ 1 044.78
2	\$ 590.25	\$ 715.43	\$ 851.54	\$ 987.66	\$ 1 078.81
3	\$ 631.17	\$ 749.46	\$ 885.57	\$ 1 022.10	\$ 1 112.84
4	\$ 672.08	\$ 783.48	\$ 919.61	\$ 1 056.13	\$ 1 146.87
5	\$ 715.43	\$ 817.52	\$ 953.64	\$ 1 090.16	\$ 1 180.90
6	\$ 772.14	\$ 876.66	\$ 1 015.21	\$ 1 133.10	\$ 1 226.28

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

**APPENDIX C**

**HOURLY BASIC RATES OF PAY BY SALARY GROUP**

**EFFECTIVE JUNE 1, 2012**

<b>2.10%</b>	<b>Salary Group 10</b>	<b>Salary Group 11</b>	<b>Salary Group 12</b>	<b>Salary Group 13</b>	<b>Salary Group 14</b>
<b>Step</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
1	\$ 14.83	\$ 18.17	\$ 21.80	\$ 25.43	\$ 27.86
2	\$ 15.74	\$ 19.08	\$ 22.71	\$ 26.34	\$ 28.77
3	\$ 16.83	\$ 19.99	\$ 23.62	\$ 27.26	\$ 29.68
4	\$ 17.92	\$ 20.89	\$ 24.52	\$ 28.16	\$ 30.58
5	\$ 19.08	\$ 21.80	\$ 25.43	\$ 29.07	\$ 31.49
6	\$ 20.59	\$ 23.38	\$ 27.07	\$ 30.22	\$ 32.70

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

Exhibit 44  
November 10, 2009

V2

XX XX

Alain Portelance  
National Representative  
Communication, Energy and Paperworkers  
Union of Canada  
545, boul. Crémazie Est  
Suite 9100  
Montréal, Québec  
H2M 2V6

**Subject: Profile 204 – Access Network Coordinator**

Mr. Portelance

This is to confirm our understanding related to Profile 204 reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

The parties agree a specific discussion shall take place concerning the nature of the work performed and the associated compensation.

Should Profile 204 remain under the provision of the Clerical and Associated Employees' Collective Agreement, it shall remain salary group 14 for the duration of the collective agreement.

A recommendation will be made no later than 90 days from the signing of this collective agreement. The parties can agree to extend the timeframes by written mutual consent.

Regards,

Dominique Benoît  
Director Labour Relations and Workplace Practices

**(NEW)**

XX XX

Mr. Alain Portelance  
National Representative  
Communication, Energy and Paperworkers  
Union of Canada  
545, boul. Crémazie est  
Bureau 9100  
Montréal (Québec)  
H2M 2V6

**Subject: Site Consolidations**

Mr. Portelance,

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

Circumstances may arise where the Company may need to consolidate sites namely as a result of but not limited to productivity gains, technological improvements, process streamlining, enhanced customer experience or reduced workload.

As a result of site consolidations and after considering those employees relocating to the receiving site, the company shall post internally for the employees of this bargaining unit, the number of jobs that will be required to perform the workload relocated to the receiving site.

Regards,

Dominique Benoît  
Director - Labour Relations and Workplace Practices

## 2007 Workforce Adjustment Plan Guidelines, continued

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### Employee Assigned to a Lower-Rated Job

Where an employee is assigned into a lower-rated job, she shall immediately be paid the basic rate of pay for that job.

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### Employee with a Protected Rate of Pay Assigned to another Job

Where an employee with a protected rate of pay is assigned to a job in:

- another salary group, she shall immediately be paid the basic rate of pay for that job
  - the same salary group and on a profile that benefits from wage protection following the implementation of the new salary structure, she shall benefit from the protected rate of pay associated with that profile
- 

### Joint Committees

The parties recognize that successful implementation of Workforce Adjustment will require excellent communication, collaboration and input from all stakeholders. To enable the process, the parties will make use of existing joint committees, at the department level (comprised of the Vice President of a Department, a **National Representative** and other ad hoc members as required) and/or district level (comprised of the CP4 leader(s) and the CTEA's District President(s) (or their delegates) and other ad hoc members as required). If no joint committees exist, they will be created and will include the appropriate representatives. Ad hoc committees, including representatives from the CTEA, Industrial Relations and, if required, the department and/or district, may also be put in place if needed.

**Note:** Detailed information about the role and mandate of these committees is covered further in this section.

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### Complaints and Grievances

The parties agree that any differences regarding the interpretation or administration of these guidelines shall be dealt with by the appropriate forums, i.e. Joint Committees established for the involvement of the Association and whose decisions shall constitute a final and binding settlement of the matter.

The parties agree that any differences regarding the interpretation or administration of the provisions set out in the displacement procedure and the lay off allowance plan may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

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### For Further Assistance

Further assistance can be provided through your Industrial Relations consultant.

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## Employees Selection Process

### **Selection Process Sequence**

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This selection sequence must be followed to fill a new or vacant job (BC205), or to replace a Temporary employee of the Clerical and Associated employees bargaining unit.

When there are surplus employees in your department (Vice-president group), steps 1 to 6 of this process must be followed prior to reclassifying a temporary employee to regular status.

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1. A Clerical and Associated qualified candidate with a 912M who has 8 years and more NCS and who is receiving Career Transition Services.
2. A Clerical and Associated qualified candidate with a 912M who has less than 8 years NCS and who is receiving Career Transition Services.
3. A qualified Clerical and Associated candidate with a 912M (surplus) who is not yet receiving Career Transition Services or a Clerical and Associated qualified candidate who has a 912M (medical) on file.
4. A Clerical and Associated qualified employee from the departmental recall list.
5. An employee from the Communications - Sales bargaining unit who has a 912M (medical) on file.
6. A Clerical and Associated qualified candidate who applies to a job posting.
7. If no qualified employee is available in Steps 1 to 6, select a qualified candidate in the following sequence:
  - a) An employee from the Communications - Sales bargaining unit who has applied to a job posting;
  - b) An employee from the Craft and Services Employees or Operator Services Employees bargaining units who has applied to a job posting;**
  - c) Any other qualified employee of Bell or BCE.

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**Note 1:** Prior to reclassifying a Temporary Employee to Regular status, Steps 1 to 7 of this process must be followed.

**Note 2:** For each of the steps, the best-qualified person amongst the candidates will be selected to fill the vacancy. For equally qualified candidates, the person who has the oldest NCS date will be selected.

### **Integration Method of Bell ICT Clerical and Associated Employees in Bell Canada**

- A list of employee names impacted by the integration as well as the terms of integration will be provided to the union
- The Bell ICT employees will be integrated as follows:
  - If a Bell ICT job exists in Bell Canada, the employee will be integrated to the next highest salary step for the position in which she is assigned;
  - If a similar job exists in Bell Canada and the rate of pay for that position in Bell ICT is higher than Bell Canada's maximum rate of pay for this salary group, the employee will see her rate of pay protected for a period of six (6) months;
  - If an existing profile in Bell ICT does not exist within Bell Canada, the employee will be integrated into the lowest salary group that contains the next highest salary step which is closest to the employee's current salary;
  - If no comparable job exists within Bell Canada and if the current rate of pay of the Bell ICT job is higher than the maximum rate in salary group 14, the employee will integrate into salary group 14 at step 6 and will see her rate of pay protected for a period of six (6) months;
- The employees integrated in Bell Canada as per this process will be subject to the Outsourcing/Contracting Out Memorandum of Agreement.
- The employees who were declared surplus or will be retiring following a surplus declaration in Bell ICT are not impacted by the above terms and will not be integrated into Bell Canada.



