

COLLECTIVE AGREEMENT

BETWEEN

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

(CEP)

AND

BELL CANADA

**CLERICAL AND
ASSOCIATED EMPLOYEES**



EFFECTIVE JANUARY 19, 2010



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COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 19th day of January 2010 BETWEEN:

Communications, Energy and Paperworkers Union of Canada, the duly certified bargaining agent, hereinafter referred to as the "Union",

OF THE FIRST PART:

- and -

BELL CANADA, hereinafter called the "Company",

OF THE SECOND PART.

WHEREAS, by notice dated the 27th day of March 2009 the Union requested the Company to enter into negotiations with a view to the completion of a collective agreement, replacing the Collective Agreement dated the 18th day of July 2005:

- (a) To establish the rates of pay, hours of work and other working conditions for such of the employees as are employed in any of the occupations listed in Appendix A,
- (b) To establish a procedure for final settlement without stoppage of work, on application of either party, of differences concerning the interpretation, application, administration or alleged violation of any of the

provisions of this Agreement; and

WHEREAS, in pursuance of the above request, negotiations between the parties in good faith have resulted in this Collective Agreement;

NOW THEREFORE, this Agreement witnesseth that the parties hereto agree as follows:

ARTICLE 1
APPLICATION

1.01 The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement.

1.02 Where the Company adds a new occupation to the bargaining unit, Appendix A shall be deemed to be amended to include that new occupation upon notification to the Union.

ARTICLE 2
DISCRIMINATION

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

2.02 The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, political affiliation with a legitimate political party, conviction for which a pardon has been granted or for exercising any rights under this Collective Agreement. Furthermore, the Company and the Union are committed to working together to ensure a workplace which is free from all harassment.

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

ARTICLE 3

DEFINITIONS

3.01 For purposes of this Agreement,

- (a) "Employee" means a person employed in Bell Canada, to do work in any of the occupations listed in Appendix A, but does not include a person who:
- (1) is employed in a confidential capacity in matters relating to labour relations, or
 - (2) is employed as an occasional employee, or
 - (3) exercises management functions.

- (b) "Regular Employee" means an employee whose employment is reasonably expected to continue longer than one (1) year, although such employment may be terminated earlier by action on the part of the Company or the employee.
- (c) "Temporary Employee" means a Part-time employee who is engaged on the understanding that the period of employment is not expected to exceed three (3) years.

The working conditions outlined in Appendix E apply to a Temporary employee with less than six (6) months of net credited service.

- (d) "Full-time Employee" means an employee who is normally required to work the basic hours of work.
- (e) "Part-time Employee" means an employee who is normally required to work less than the basic hours of work.
- (f) "Occasional Employee" means a person who is engaged on the understanding that the period of employment will not exceed 45 days in a calendar year.
- (g) "Probationary Employee" means an employee who has worked less than 130 days or who has less than 12 months of net credited service. When the first of these two (2) terms is completed, the employee will no longer be considered a probationary employee.

- (h) "Basic Hours of Work" means the basic hours of work per day and the basic days of work per week as provided in Article 24 for Full-time employees.
- (i) "Scheduled Work Week" means the scheduled tours of duty comprising the basic hours of work for the week.
- (j) "Tour of Duty" means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which she has been advised in advance.
- (k) "Half Tour" means one-half the duration of a tour of duty.
- (l) "Day Period" means the period of time between 6:00 A.M. and 7:00 P.M. on any day of the week.
- (m) "Off-normal Period" means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day.
- (n) "Day Tour" means a tour of duty all of which falls within the Day Period.
- (o) "Off-normal Tour" means a tour of duty all or a portion of which falls within the Off-Normal Period.

- (p) "Representative" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Union to the Company.
- (q) "Headquarters" means a locality listed in Appendix B in or from which an employee normally works.

ARTICLE 4
DEDUCTION OF REGULAR DUES

4.01 Subject to the provisions of this Article, the Company will, in each pay period, deduct an amount equivalent to the regular Union 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 Union, with the exception of employees who are assigned to an acting or temporary management position.

4.04 The amount of regular Union 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 Union.

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

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

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

ARTICLE 5

EMPLOYEE AND UNION INFORMATION

Employee Information

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

Union Information

5.02 The Company agrees to send, on September 15th of each year, to designated Officers of the CEP, a list of Company e-mail addresses as shown on Company records of all employees in the bargaining unit.

ARTICLE 6 NOTIFICATION TO UNION

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 Contribution Path (CP) 2, CP3 and CP4 managers and the organization code of the CP2 manager of each employee, within a district or equivalent operating unit of the Company.

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 Union may attend the meeting, where the employee concerned consents.

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.

ARTICLE 7

EMPLOYEE REPRESENTATIVES

7.01 The number of Representatives shall not exceed 425. The Union agrees to notify the Company in writing of the name of each Representative and of the Company operating unit in which she acts as a Representative. A Representative shall not act as such during working time until the Company has been notified in writing of her election.

7.02 Before changing the status of any Representative who is to continue in the Company's employ, so as to render her ineligible to represent her voting unit, such Representative shall be allowed reasonable time to transfer her duties as a Representative to her successor.

ARTICLE 8
TIME ALLOWANCE

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 Union, 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.

8.02 (a) A Local Representative of the Union may attend pre-bargaining meetings held by the Union 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 Local Representative 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 Local Representatives calculated together shall not exceed 270 days.

8.03 An authorized bargaining Representative of the Union 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.

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 Union 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

(b) The Company will pay the Representative, on behalf of the Union, at her basic rate of pay for all time off without pay to attend to other business of the Union. Any amount so paid by the Company will be billed to the Union, 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 Union, 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.

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.

**ARTICLE 9
MEETINGS**

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

9.02 At such meetings, the number of persons shall not exceed seven (7) for the Company and seven (7) for the Union. Any increase to the number of persons at the bargaining table shall be by mutual agreement between the parties.

**ARTICLE 10
BARGAINING PROCEDURE**

10.01 All negotiations with a view to the completion of a collective agreement or to effecting changes or modifications in this Agreement shall be conducted between the authorized bargaining Representatives of the Union on the one hand and the designated bargaining Representatives of the Company on the other.

10.02 No agreement resulting from collective bargaining as herein provided shall be deemed to have been concluded until it is reduced to writing and signed by the authorized bargaining Representatives of the Union and by the designated bargaining Representatives of the Company, and an agreement so signed shall take effect as and from the effective date specified therein.

ARTICLE 11
EXPENSES

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

ARTICLE 12
MANAGEMENT RIGHTS

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

ARTICLE 13
HEALTH AND SAFETY

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 Union 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 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.

(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.

ARTICLE 14
LEAVE FOR EMPLOYEES WITH CHILD CARE
RESPONSIBILITIES

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

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

ARTICLE 15
DISCIPLINE

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

15.02 All disciplinary measures referred to in Section 15.01, shall be removed from an employee's record no later than two (2) years, after they have been imposed.

15.03 Notwithstanding Section 15.01, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable.

ARTICLE 16 GRIEVANCES

16.01 (a) The parties to this Agreement are committed to promptly resolving any differences between the Union and the employees it represents and the immediate manager. The parties agree that the employee's Representative, or a Representative designated by the Union, 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 Union 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,
- (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 (a) Where a grievance is handled by the Union at the request of the employee(s), the Representative of the employee(s) or a Representative designated by the Union, 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 Local Representative or a Representative designated by the Union 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 Union.

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 Union, 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 Union to the Director - Labour Relations, or to his designate, within the 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 Union.

(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 Union, be submitted by a Representative designated by the Union, to the CP5 manager or his equivalent, within 42 calendar days of the disposition of the matter at Step 2. The CP5 manager, or his equivalent, shall have 42 calendar days following presentation of the grievance in which to render a decision.

(2) The CP5 manager, or his equivalent shall present the reasons for his decision in writing to the Union. This shall constitute the final resolution of any grievance submitted under Subsection 16.05 (b) (1).

16.06 Where within a Department a level of management mentioned in this Article does not exist, the Representative designated by the Union 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 CP5 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.

Policy Grievances

16.09 If the interests of the Union 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 Union 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 Local Representative from that Local and signed on behalf of the Union. 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 Union.

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 a Representative of the National to the CP5 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 Union.

(b) A Policy Grievance of broader application than a district may be signed and submitted by a Representative of the National 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 Union.

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 - Labour Relations, 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 Union 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 Union, 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.

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 CP5 manager, or equivalent, is not restricted by this Agreement, except where such grievance is being handled, or has been handled, by the Union.

ARTICLE 17
ARBITRATION

17.01 Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Union 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.

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.

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.

ARTICLE 18
FORCE ADJUSTMENT

18.01 Where any condition arises which reduces the work load to the extent that a general program of lay-offs or spreading the work is contemplated, the Company shall endeavour to reach an agreement with the Union as to whether a plan of part-timing, lay-offs or a combination of the two shall be put into effect.

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

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

ARTICLE 19
TECHNOLOGICAL CHANGE

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

ARTICLE 20
RATES OF PAY

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 evaluated by the Company 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.

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.

ARTICLE 21 **WAGE ADMINISTRATION**

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 Union 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.

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 (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.

Higher Rates of Pay

21.07 Under certain conditions, of which the Union 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.

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.

ARTICLE 22
DIFFERENTIAL AND PREMIUM PAY

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 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.

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 22.05 and 22.06, 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.

(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 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 ($\frac{1}{2}$) 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.

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 (½) 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 Section 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.

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 ($\frac{1}{2}$) 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 ($\frac{1}{2}$) 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.

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.

**ARTICLE 23
SENIORITY**

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

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

ARTICLE 24 HOURS OF WORK

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. 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.

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.

**ARTICLE 25
OVERTIME**

Overtime Payments, Full-time and Part-time Employees

25.01 For a Full-time employee overtime means the time worked:

- (a) in addition to 7 ½ hours of work on any day, or
- (b) on a day outside her scheduled work week.

25.02 For a Full-time employee payment for overtime work shall be made:

- (a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked;
- (b) for overtime worked in excess of four (4) hours in one (1) week, at the employee's hourly rate multiplied by two (2) times the excess hours worked.

25.03 A Part-time employee shall be paid on a straight time basis for all time worked:

- (a) on any given day, until she has worked the basic hours of work per day (7 ½ hours), or
- (b) in a given week, until she has worked the basic hours of work per week (37 ½ hours).

Time worked in excess of the basic hours of work specified above shall be paid on an overtime basis.

25.04 For a Part-time employee payment for overtime worked shall be made:

- (a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked, or

- (b) at the employee's hourly rate multiplied by two (2) times the hours worked for overtime worked in excess of four (4) hours in one (1) week, provided the employee has worked the basic hours of work for that week.

25.05 Where an employee is required to work overtime which immediately precedes or continues after her tour of duty (continuous), she shall,

- (a) except as otherwise provided in Sections 25.02 and 25.04, be paid for the total additional minutes worked in accordance with the following table:

<u>Minutes Worked</u>	<u>Time Paid For</u>
1 - 5	Nil
6 - 20	½ hr.
21 - 30	¾ hr.
31 - 40	1 hr.
41 - 50	1¼ hrs.
51 - 60	1½ hrs.
61 - 70	1¾ hrs.
71 - 80	2 hrs.
81 - 90	2¼ hrs.
91 - 100	2½ hrs.
etc.	etc.

and

(b) where required to work one (1) hour or more of overtime, receive an additional one (1) hour's pay if she has not been given at least one (1) hour's notice of such overtime required.

25.06 A meal period shall not be included in the calculation of overtime but shall not break the continuity of such overtime.

25.07 Where an employee is required to work two (2) or more hours of continuous overtime, she shall, during those hours, be granted a paid 15 minute relief period.

25.08 (a) Where an employee is required to work overtime which does not either immediately precede or continue after her tour of duty (non-continuous), she shall be paid for the total additional minutes worked on an overtime basis.

(b) If the employee has not been given 48 hours notice of such non-continuous overtime work, she shall receive an additional one (1) hour's pay.

(c) If the amount to which an employee would be entitled under Subsection 25.08 (a) or (b) is less than $3\frac{3}{4}$ hours pay, she shall receive a payment of $3\frac{3}{4}$ hours pay.

25.09 Notwithstanding the above provisions of this Article, where the Company agrees to compensate an employee for overtime hours worked by permitting the employee time off from her scheduled hours of work, such time off shall be banked on the basis of one and one-half (1½) hours for each hour of overtime 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.

ARTICLE 26 **HOLIDAYS**

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 (National	Thanksgiving Day
Patriot's Day in Québec)	Christmas Day
National Holiday	Boxing Day
(June 24 th - Québec only)	(Dec. 26 th)
Canada Day (July 1 st)	

* 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 31st in that same calendar year.

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

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 Thursday immediately preceding or the Monday immediately following Boxing Day, as determined by the Company.

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

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.

ARTICLE 27
DAYS OFF WITH PAY

27.01 In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st 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 1st to the 15th of January of the following year.

(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 1st of the current year to November 30th of the following year;

or

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

or

(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 30th, 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

- (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 1st of the current year and May 31st 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.

ARTICLE 28
VACATIONS

NOTE:

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

28.01 An employee shall be entitled to vacation with pay in accordance with the following provisions of this Article.

Entitlement in Year of Engagement or Re-Engagement

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

For purposes of this Section:

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

Entitlement in Subsequent Years

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

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

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

** Up to three (3) weeks may be granted in the period June through September inclusively.

*** Up to four (4) weeks may be granted in the period June through September inclusively.

28.04 In this Article, where a calendar week falls in two (2) months, such calendar week shall be considered to be in the month in which the Wednesday of that week falls. This interpretation shall apply in determining the end of April for scheduling under the provisions of Section 28.05 or rescheduling under the provisions of Section 28.11.

28.05 All vacations are for a full calendar year. The vacation for a particular year may be scheduled during the period of January 1st of that year to the end of April of the following year, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

28.06 Notwithstanding the provisions of Section 28.03, an employee who accumulates less than a full year of net credited service in a calendar year shall be entitled to a vacation with pay for that calendar year as indicated in the table below:

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

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

28.08 Vacation schedules shall be prepared each year by the Company with due consideration to seniority, provided that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work and customer needs. However, a Regular employee shall Company be afforded the opportunity to select vacation from the Company's schedule before a Temporary employee. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

28.09 (a) An employee shall not have the right to carry forward all or part of her vacation from one (1) vacation period to another, or to take vacation entitlement applicable to two (2) calendar years consecutively.

(b) However, where in the judgment of the Company, circumstances permit, having due regard to Company operations, employee requests to take vacation entitlement applicable to two (2) calendar years consecutively may be granted.

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

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

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

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

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

and in addition,

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

or

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

Pay in Lieu of Vacation

28.13 An employee shall be entitled to pay in lieu of vacation in accordance with the following Sections.

28.14 Where an employee resigns, is laid off, is dismissed or has completed her work, she shall be granted pay in lieu of vacation for the current calendar year, calculated in the manner provided in Sections 28.15 to 28.17 inclusive.

28.15 An employee, with less than one (1) year's net credited service or in the year she is engaged or re-engaged, shall be granted 4% of her total earnings in the entire period of current service, reduced by the amount of the pay applicable to any part of a vacation taken by the employee during the same period of service.

28.16 An employee with one (1) or more years of net credited service in the years subsequent to her year of engagement or re-engagement, shall be granted pay in lieu of vacation in accordance with the following:

Vacation Entitlement Based on Employee's Net Credited Service	Pay in Lieu of Vacation Based on Total Basic Pay for the Year to which the Vacation Applies
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

and in addition,

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

or

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

28.17 The amount of pay in lieu of vacation to be granted in accordance with Section 28.16 shall be reduced by the amount of the pay applicable to any part of a vacation for the current calendar year taken by the employee before she left the Company's service.

ARTICLE 29 SICKNESS ABSENCE

Absence Due to Sickness or Quarantine Prior to the Eighth Full Calendar Day of Absence

29.01 An employee having six (6) months net credited service, or more, who is absent on account of sickness or quarantine, shall be paid for continuous absence prior to the eighth full calendar day of such absence, as follows:

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

- (c) In the determination of pay treatment in Subsections 29.01 (a) and (b), a return to work not exceeding two (2) half tours shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence.
- (d) An employee with four (4) or more years net credited service shall be paid for the full absence.
- (e) An employee is not entitled to any pay or other benefit provided under this Article for any day in which she is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

Absence Due to Sickness or Quarantine on or after the Eighth Full Calendar Day of Absence

29.02 Upon the eighth full calendar day of an absence covered under Section 29.01, such an absence shall be treated in accordance with applicable Company practices currently in effect, or as amended from time to time following notification to the Union.

ARTICLE 30
BEREAVEMENT LEAVE

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.

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.

ARTICLE 31
TRAVEL TIME AND EXPENSES

31.01 Where an employee is required to travel on Company instructions outside her normal headquarters, the time spent travelling outside of her tour of duty shall be considered as travel time; except that, when sleeping accommodation is provided en route, the period of time between 10:00 P.M. of one day and 7:00 A.M. of the following day shall not be considered as travel time.

31.02 Where an employee is required by the Company to travel to a work location other than her normal work location, inside her normal headquarters on a temporary basis, the portion of time spent travelling outside of her tour of duty, which exceeds by 15 minutes or more, per one way trip, the time normally spent travelling to her normal work location, will be considered as travel time within the meaning of this Article.

31.03 Where an employee is required by the Company to travel to another work location within the same headquarters on a permanent basis, she shall be paid the portion of time spent travelling outside of her tour of duty in accordance with the provisions of Section 31.02 for the days worked during a period of 60 days immediately following the change of work location.

31.04 Travel time shall include unavoidable stop-over time between connections and shall be paid for on a straight time basis.

Transportation Expenses

31.05 The Company shall pay the necessary transportation expenses incurred on the job within or between headquarters.

31.06 Where an employee is required to work outside her headquarters, the Company shall pay approved transportation expenses once every week to and from her headquarters, provided her absence will not interfere with the job.

Board and Lodging

31.07 Where an employee is required to work outside her headquarters and to remain away from home overnight, she shall be paid approved board and lodging expense.

31.08 An employee who takes sick or meets with an accident while receiving board and lodging from the Company, may be returned to her headquarters at the expense of the Company.

ARTICLE 32
NORTHERN SERVICE

Definitions

32.01 The following definitions shall apply to this Article:

- (a) "Northern Allowance" means a flat rate weekly amount payable by the Company to employees working in a Northern Locality. This amount is in addition to the basic rate of pay and any premiums or differentials as provided for elsewhere in this Agreement.

(b) "Northern Locality" means any locality designated as such by the Company and includes Kuujjuaq as well as all other locations the Company may designate as such during the term of this Agreement.

General

32.02 The weekly Northern Allowance payable to an employee shall be in accordance with the following:

<u>Category of Northern Locality</u>	<u>Weekly Allowance</u>
A	\$175
B	\$150

32.03 Category "A" Northern Localities are those situated north of the 55th parallel of latitude and without limiting the number of the foregoing includes Kuujjuaq.

32.04 Category "B" Northern Localities are those situated below the 55th parallel of latitude.

32.05 Northern Allowance shall continue to be paid to non-local employees while they are on vacation, but only for each week of vacation actually spent in the Northern Locality. A non-local employee is an employee hired in a location other than the Northern Locality in which she is headquartered.

ARTICLE 33
TRANSFERS

33.01 All Regular employees are eligible for transfer consideration in accordance with applicable Company practices currently in force, or as amended from time to time following consultation with the Union. The Company intends to fill job vacancies with qualified Company employees, whenever possible.

ARTICLE 34
WORKFORCE DIVERSITY

34.01 (a) The Company and the Union recognize the importance of achieving equity in the workplace so that all employees are treated fairly and are provided the opportunity to achieve their full potential.

(b) The implementation of special measures and the accommodation of differences to correct conditions of disadvantage in employment, may be required, for: women, aboriginal peoples, persons with disabilities and members of visible minorities. In a similar vein, the Company and the Union recognize the importance of creating greater awareness and acceptance of the diversity of the workforce.

ARTICLE 35
COST OF LIVING ALLOWANCE

Not in Force for Term of Present Collective Agreement:

35.01 If the November 1993 Consumer Price Index (C.P.I.) exceeds the C.P.I. for November 1992 by more than 3.0%, then all basic rates of pay in effect at January 31, 1994 will be increased effective in February 1994 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 3.0%.

35.02 If the November 1994 Consumer Price Index (C.P.I.) exceeds the C.P.I. for November 1993 by more than 2.0%, then all basic rates of pay in effect at January 31, 1995 will be increased effective in February 1995 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 2.0%.

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

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

ARTICLE 36
BENEFITS

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

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

ARTICLE 37
VALIDITY OF AGREEMENT

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

ARTICLE 38
CANCELLATION OF PREVIOUS AGREEMENT

38.01 This Agreement, from its effective date, supersedes and cancels the Collective Agreement between the Company and the Union, applying to employees as defined in Article 3 and dated the 18th day of July 2005.

ARTICLE 39
DURATION

39.01 This Agreement shall be effective January 19, 2010, except as otherwise herein provided, and shall remain in full force and effect up to and including May 31, 2013.

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 President of the Communications, Energy and Paperworkers Union of Canada, 301 Laurier Avenue West, Ottawa, Ontario K1P 6M6 or by the Union to the Secretary, Bell Canada, 1 carrefour Alexander Graham Bell, Tour A-7, Verdun, Quebec, H3E 3B3 and in either case is received at least sixty (60) days prior to the termination date specified therein.

WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 19th day of January 2010.

Bell Canada

Dominique Benoît
Mary Incognito
Anne Moreau

Nathalie Beaudry
Sherwood Flemming
Faye Katsaros
Lorna Oswald

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

Alain Portelance
Olivier Carrière
John O'Dell
Chris MacDonald

Karen Abel-Kay
François Dorval
Jacqueline Lys
Jean-Stéphane Mayer

APPENDIX A

**LIST OF CLERICAL AND ASSOCIATED
OCCUPATIONS**

SALARY GROUP 10

Associate -

Access Card
Administrative Support
Contract Management
Collection Support
Counting Room
Directory Assistance
Information Processing
Mail & Office Routines
Quality Assurance
Personal Screening
Research
Tape Library
Time/HR Administrator

Client Representative -

Consumer Market
Repair
Revenue Recovery and
Assets Protection -
Residential Markets
Sales and Service Support

SALARY GROUP 11

Associate -

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

Client Representative –

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

APPENDIX A

**LIST OF CLERICAL AND ASSOCIATED
OCCUPATIONS (cont'd)**

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
Services
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

Client Representative –

Carrier Services and
Business Markets
Corporate Account
Management
Customized Billing Solutions
Large Business and
Government Markets
On-line Reporting and
Billing Expertise
Service Assurance
Escalation Business
Small & Medium Business
Specialized Group SMB

APPENDIX A

**LIST OF CLERICAL AND ASSOCIATED
OCCUPATIONS (cont'd)**

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
Network Project
Administration
Network Studies
Payroll
Quality Audit
Service Provisioning and
Activation Center

Client Representative –

Enterprise Market
Global Delivery Center
Help/Escalation Desk
Independent Companies
Project Coordination
SMB Mid Market

APPENDIX A

**LIST OF CLERICAL AND ASSOCIATED
OCCUPATIONS (cont'd)**

SALARY GROUP 14

Associate -

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

Client Representative -

Business Market Operations

APPENDIX B

LIST OF LOCALITIES

Barrie
Brampton
Brantford

Châteauguay

Gatineau
Granby

Hamilton

Kingston
Kitchener

Lindsay
London

Montréal

Newmarket

Oshawa
Ottawa

Peterborough
Port Hope

Québec

St. Bruno
St. Catharines
St-Jérôme
Ste-Agathe
Sarnia
Sherbrooke
Sudbury

Toronto
Trois-Rivières

Windsor

APPENDIX C

WEEKLY BASIC RATES OF PAY BY SALARY GROUP

EFFECTIVE NOVEMBER 1, 2009

1.50%	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
Step	Weekly	Weekly	Weekly	Weekly	Weekly
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

1.50%	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
Step	Hourly	Hourly	Hourly	Hourly	Hourly
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

2.10%	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
Step	Weekly	Weekly	Weekly	Weekly	Weekly
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

2.10%	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
Step	Hourly	Hourly	Hourly	Hourly	Hourly
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

2.10%	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
Step	Weekly	Weekly	Weekly	Weekly	Weekly
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

2.10%	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
Step	Hourly	Hourly	Hourly	Hourly	Hourly
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

2.10%	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
Step	Weekly	Weekly	Weekly	Weekly	Weekly
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

2.10%	Salary Group 10	Salary Group 11	Salary Group 12	Salary Group 13	Salary Group 14
Step	Hourly	Hourly	Hourly	Hourly	Hourly
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.

APPENDIX D

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 2009, 2010, 2011 and 2012.

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES

The following working conditions shall be applicable to Temporary employees with less than six (6) months of net credited service. These conditions apply in lieu of normal provisions within the Collective Agreement. All other Articles of the Clerical and Associated Employees' Collective Agreement will apply.

1) Overtime

- Time and one-half after 8 hours per day or 40 hours per week.

2) Holidays

- Payment for a holiday not worked, if the employee has worked a minimum of 15 days in the 30 days immediately preceding the holiday, as per Section 26.11 of the Clerical and Associated Employees' Collective Agreement.

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES (cont'd)

3) Differentials and Premiums

- Payment of differentials and premiums is not applicable.

4) Sickness Absence

- All rights under the applicable legislation for work-related illness or injury apply.

5) Bereavement Leave

- For employees with less than three (3) consecutive months of continuous employment, entitlement to unpaid bereavement leave on any normal working days that occur during the three (3) days immediately following the day of the death of an immediate family member.

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES (cont'd)

- For employees with three (3) consecutive months or more of continuous employment, entitlement to paid bereavement leave on any normal working days that occur during the three (3) days immediately following the day of the death of an immediate family member.
- Immediate family is defined as:
 - (a) the employee's spouse or common-law partner;
 - (b) the employee's father and mother and the spouse or common-law partner of the father or mother;
 - (c) the employee's children and the children of the employee's spouse or common-law partner;
 - (d) the employee's grandchildren;
 - (e) the employee's brothers and sisters;
 - (f) the grandfather and grandmother of the employee;

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES (cont'd)

- (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father and mother; and
- (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

Note: The term common-law partner includes same-sex partner.

6) Termination Notice

- Employees with less than three (3) consecutive months of continuous employment are entitled to one (1) week notice or pay in lieu of notice upon termination.
- Employees with three (3) consecutive months of continuous employment are entitled to two (2) weeks notice or pay in lieu of notice upon termination.

APPENDIX F

**RATES OF PAY FOR TEMPORARY EMPLOYEES
HIRED ON A SEASONAL BASIS**

The rates of pay for Temporary employees hired on a seasonal basis, for a period of employment not expected to exceed six (6) months, shall be the following:

SALARY GROUP 10	SALARY GROUP 11	SALARY GROUP 12	SALARY GROUP 13	SALARY GROUP 14
Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
\$9.83	\$10.37	\$11.84	\$13.47	\$15.10

Should the period of employment of those employees unexpectedly reach six (6) months, or the employee accumulates six (6) months of net credited service, the salary rate shall be brought, according to Company practices, to the appropriate salary group as described in Appendix C of this Collective Agreement.

The months accumulated since the last date of hiring shall be credited to the employee for purposes of future salary increases. The above-mentioned salary rates shall be reviewed with the Union on an annual basis, or more frequently if required, on a consultative basis, in order to ensure that the hourly rates remain competitive.

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AVERAGING OF MAXIMUM HOURS OF WORK
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA

This is to confirm our agreement with respect to the averaging of maximum hours of work for Clerical and Associated Employees.

The provisions related to Hours of Work and Overtime shall be those contained in the Collective Agreement currently in force between the parties, except where such conditions are governed by the Provisions of this Memorandum of Agreement.

The averaging of maximum hours of work outlined in this Agreement applies to all the Company's industrial establishments or premises and to all employees covered by this Collective Agreement, notwithstanding their work location.

The averaging of maximum hours of work outlined in this Agreement will allow the Company to ensure optimal allocation of resources to effectively respond to unforeseen, as well as regular fluctuations in workload, thus allowing the Company to best meet its operations and business requirements as well as customers' and employees' needs.

The parties agree that the averaging of maximum hours of work will be based on a 13 week period. The maximum hours of work of an employee shall not exceed 624 hours over a 13 week period.

In circumstances other than those described above, the relevant provisions of the Canada Labour Code continue to apply.

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

Signed at Montréal this 19th day of January 2010.

Dominique Benoît
Mary Incognito
Anne Moreau

Alain Portelance
Olivier Carrière
John O'Dell
Chris MacDonald

Nathalie Beaudry
Sherwood Flemming
Faye Katsaros
Lorna Oswald

Karen Abel-Kay
François Dorval
Jacqueline Lys
Jean-Stéphane Mayer

For the Company

For the Union

COMMITTEE ON HEALTHCARE COVERAGE
AT RETIREMENT
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA

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 at Montréal this 19th day of January 2010.

Dominique Benoît
Mary Incognito
Anne Moreau

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Jacqueline Lys
Jean-Stéphane Mayer

For the Company

For the Union

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

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

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

This is to confirm our agreement with respect to the implementation of compressed work week schedules and related averaging of hours of work for Full-time employees covered by the Clerical and Associated Employees' Collective Agreement.

Effective Period

Subject to the Company's right to discontinue the compressed work week schedule and related averaging of hours of work, this Memorandum of Agreement will come into effect on January 19, 2010 and will remain in force during the term of the Collective Agreement.

This Memorandum will apply to all Bell Canada's industrial establishments or premises where Full-time employees exercise their occupations as per Appendix B of the Collective Agreement.

Approval

Approval to implement a compressed work week schedule in any part of the Company's operations may be granted by local management in accordance with departmental directives based on business requirements and customers' needs. It is understood that the compressed work week must provide advantages and benefits to the Company and the employees for it to be implemented and maintained in a group. Employee participation is voluntary.

Compressed Work Week Schedule and Number of Weeks in Averaging Period

Where approval to implement a compressed work week schedule has been granted, each district, section or natural working team shall agree to one schedule for implementation involving all participating employees in the group. The group will develop whatever compressed work week schedule that best suits their needs subject to the following:

- a) an averaging period of two (2) weeks totalling 75 hours; or
- b) an averaging period of four (4) weeks totalling 150 hours.

Implementation of compressed work week schedules and related averaging of hours of work allow the Company to ensure optimal allocation of resources to effectively respond to unforeseen, as well as regular fluctuations in customer demands.

The number of weeks in the averaging periods for the purpose of the compressed work week as described above are used because they best meet the Company's operations, business requirements and customers' needs as well as employees' needs.

Working Conditions

The working conditions applicable to employees working a compressed work week shall be those contained in the Collective Agreement currently in force between the parties, except where such conditions are governed by the provisions of this Memorandum of Agreement. It is understood that the day(s) off within the two-week (2) or four-week (4) period can be scheduled any day of the week, with due consideration to force to load and to business requirements.

Duration

The duration of a compressed work week schedule shall be determined by mutual agreement between the parties.

Right to Discontinue

The Company, at its discretion and at any time, may discontinue any compressed work week schedule implemented under the terms of this Memorandum of Agreement. Prior to discontinuing the compressed work week, the Local President will be advised of the reasons of the decision by the CP4 manager.

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES**

The following changes to the provisions of the Collective Agreement currently in effect between the parties shall apply exclusively to Full-time employees working a compressed work week.

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DEFINITIONS – ARTICLE 3</u></p> <ul style="list-style-type: none"> • 3.01 (l) "Day Period" means the period of time between 6:00 A.M. and 7:00 P.M. on any day. • 3.01 (m) "Off-Normal Period" means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day. 	<p>"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.</p> <p>"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES** (cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DIFFERENTIAL AND PREMIUM PAY – ARTICLE 22</u></p> <p>Premium Pay for Change in Tour of Duty</p> <ul style="list-style-type: none"> • 22.03 (a) <p>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 22.05 and 22.06, 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.</p>	<p>Status quo.</p> <p>Note: This provision shall only apply while working on a compressed work week; it shall not apply at time of transition (i.e. going from regular schedule to compressed work week or vice versa).</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES** (cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DIFFERENTIAL AND PREMIUM PAY – ARTICLE 22</u> (cont'd)</p> <p>Premium Pay for Consecutive Saturdays Worked</p> <ul style="list-style-type: none"> • 22.07 <p>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.</p>	<p>An employee who is scheduled to work at least one-half day 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.</p> <p>Note: One-half day is the assigned hours of work per day divided by two (2) depending on the chosen schedule.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES** (cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>HOURS OF WORK - ARTICLE 24</u></p> <p>Full-time Employees</p> <ul style="list-style-type: none"> • 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. 	<p>The basic hours of work per day for a Full-time employee shall be established based on the chosen schedule.</p> <p>The basic hours of work per two-week (2) period for a Full-time employee shall be 75 hours on the basis of less than ten (10) days in a two-week (2) period or 150 hours on the basis of less than 20 days in a four-week (4) period.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES** (cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>OVERTIME - ARTICLE 25</u></p> <p>Overtime Payments, Full-time and Part-time Employees</p> <ul style="list-style-type: none"> • 25.01 <p>For a Full-time employee overtime means the time worked:</p> <p>(a) in addition to 7 ½ hours of work on any day, or</p> <p>(b) on a day outside her scheduled work week.</p>	<p>For a Full-time employee overtime means the time worked:</p> <p>(a) in addition to the assigned basic hours of work scheduled for that day depending on the chosen schedule, or</p> <p>(b) on a day outside her scheduled work weeks.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES** (cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>HOLIDAYS – ARTICLE 26</u></p> <p>Pay for Work on a Holiday</p> <ul style="list-style-type: none"> ● 26.08 <p>(a) Where a Full-time employee is required to work on a Company holiday which is included in her scheduled work week, she:</p> <ul style="list-style-type: none"> (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. 	<p>(a) Where a Full-time employee is required to work on a Company holiday which is included in her scheduled work week, she:</p> <ul style="list-style-type: none"> (i) shall be paid at her basic rate of pay for that day, up to a maximum of 7.5 hours, or (ii) may be granted a holiday with pay, at 7.5 hours, at a time convenient to the employee and the Company, provided the employee works her basic hours for the day.

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES** (cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>HOLIDAYS – ARTICLE 26</u> (cont'd)</p> <p>Pay for Holiday not Worked</p> <ul style="list-style-type: none"> • 26.11 <p>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.</p>	<p>It is understood that should there no longer be a maximum value of 7.5 hours for holidays and days off with pay due to labour legislation, the number of personal days off with pay under Sections 27.04 - 27.06 will be adjusted to ensure that employees on a compressed work week are not granted more hours off than employees on a regular work week.</p> <p>Where an employee is not required to work on a Company holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day at 7.5 hours.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES** (cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>DAYS OFF WITH PAY - ARTICLE 27</u></p> <ul style="list-style-type: none"> ● 27.01 <p>In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay, on days determined by the Company, at her basic rate of pay for the day.</p> <p>Personal Days Off With Pay</p> <ul style="list-style-type: none"> ● 27.04 - 27.06 	<p>In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay at 7.5 hours each, on days determined by the Company, at her basic rate of pay for the day.</p> <p>Under these Sections employees will be granted 30 hours of personal time off with pay for personal needs, half of which can be used for emergencies during the applicable prescribed period.</p> <p>It is understood that should there no longer be a maximum value of 7.5 hours for holidays and days off with pay due to labour legislation, the number of personal days off with pay will be adjusted to ensure that employees on a compressed work week are not granted more hours off than employees on a regular work week.</p>

**COMPRESSED WORK WEEK AND AVERAGING OF
HOURS OF WORK
CLERICAL & ASSOCIATED EMPLOYEES** (cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p><u>VACATIONS - ARTICLE 28</u></p> <ul style="list-style-type: none"> ● 28.03 <ul style="list-style-type: none"> ● 28.07 <p>Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Company.</p>	<p>Vacation entitlement will be converted to hours. Hours of vacation are deducted depending on the hours of the chosen option for each day of vacation taken during the period where the employee is on a compressed work week schedule.</p> <p>Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at 7.5 hours, at a time convenient to the employee and the Company.</p>

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 the implementation of any compressed work week is subject to legal requirements prescribed under any applicable legislation.

The parties agree that the provisions of Articles 16 and 17 of the Collective Agreement currently in force between the parties, shall be used for the purpose of processing any differences regarding the interpretation or administration of the terms and conditions applicable to the employees working on a compressed work week basis. It is further agreed that any such differences shall be based on the terms and conditions set out in this Memorandum of Agreement, where applicable.

Signed at Montréal this 19th day of January 2010.

Dominique Benoît
Mary Incognito
Anne Moreau

Alain Portelance
Olivier Carrière
John O'Dell
Chris MacDonald

Nathalie Beaudry
Sherwood Flemming
Faye Katsaros
Lorna Oswald

Karen Abel-Kay
François Dorval
Jacqueline Lys
Jean-Stéphane Mayer

For the Company

For the Union

HOME DISPATCH
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA

This is to confirm our agreement with respect to Home Dispatch. The implementation and application of Home Dispatch is determined by each business unit, based on business needs. It is understood that Home Dispatch must provide advantages and benefits to the Company and to the employees for it to be implemented and maintained in a group.

Eligibility

The duration and location(s) of Home Dispatch assignments will be determined by the Company.

Employees in a group where Home Dispatch is offered may volunteer to participate. An employee who volunteers to participate shall reach an arrangement with her immediate manager regarding the assignment of her work, having due regard to Company operations. Any such arrangement is subject to the provisions of this Memorandum of Agreement. It is agreed that participation in a Home Dispatch assignment may be terminated by the business unit or the employee upon two (2) weeks notice.

Home Dispatch

It is expressly understood that a participating employee must, at all times, provide a secure parking location for the Company motor vehicle at her place of residence. This may include, with the Company's approval, a secure parking location which is not necessarily situated on the property of the employee's place of residence.

A participating employee is authorized to use the Company motor vehicle assigned to her only in the performance of her work and for traveling between her work and her place of residence.

The operating and maintenance costs of the vehicle will be at the Company's expense. The Company will make arrangements for the maintenance of the vehicle; however, it will be the responsibility of the participating employee to ensure that the vehicle is properly maintained.

Insurance coverage for the vehicle will continue to be provided by the Company as long as the employee respects Company practices, this Memorandum of Agreement and the arrangement reached with her immediate manager.

Working Conditions

Article 31 of the Collective Agreement is replaced by the following:

ARTICLE 31
TRAVEL TIME AND EXPENSES

31.01 The time spent travelling at the beginning of a tour of duty from the employee's place of residence shall be included in the basic hours of work for the day.

31.02 (a) The time spent travelling at the end of a tour of duty from the location where the employee completes her work to the employee's place of residence shall not be included in the basic hours of work for the day and shall be unpaid.

(b) If the employee is required to go back to her normal work location at the end of each day, her work location is the place where she completes her tour of duty.

(c) If the work location is changed by the Company on a temporary basis inside or outside her normal headquarters and the employee is required to go back to her work location in accordance with Subsection 31.02 (b), the portion of travel time exceeding 15 minutes of her regular travelling time from the work location to her place of residence will be paid at her regular hourly rate of pay notwithstanding Subsection 31.02 (a).

(d) If the work location is changed by the Company inside her normal headquarters on a permanent basis and the employee is required to go back to her work location in accordance with Subsection 31.02 (b), the provisions of Subsection 31.02 (c) apply only for the days worked during a period of 60 days immediately following the change of work location.

31.03 Where an employee is required to remain away from home overnight, she shall be paid approved board and lodging expenses.

31.04 An employee who takes sick or meets with an accident while receiving board and lodging from the Company, may be returned to her place of residence at the expense of the Company.

For purposes of liability, an employee driving a Company vehicle in the circumstances set out in Section 31.02 above shall be considered as though at work during the time she is necessarily in control of such vehicle and acting in the course of her employment.

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 19th day of January 2010.

Dominique Benoît
Mary Incognito
Anne Moreau

Alain Portelance
Olivier Carrière
John O'Dell
Chris MacDonald

Nathalie Beaudry
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Karen Abel-Kay
François Dorval
Jacqueline Lys
Jean-Stéphane Mayer

For the Company

For the Union

OUTSOURCING / CONTRACTING OUT

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

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

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 Communications 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 19th day of January 2010.

Dominique Benoît
Mary Incognito
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For the Company

For the Union

SECURITY INTERVIEWS
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA

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.
- 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.

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 19th day of January 2010.

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For the Company

For the Union

SPLIT SHIFT FOR TELEWORKING
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA

This is to confirm our agreement with respect to split shifts for teleworking for Clerical and Associated employees. Implementation and participation in the program will be determined by each business unit, based on business needs.

Eligibility

Split shift schedules shall apply only to teleworking Clerical and Associated employees.

Eligible employees will be selected amongst Regular employees who qualify for teleworking and who volunteer for split shifts.

It is agreed that participation in Split Shifts for Teleworking may be terminated by the business unit, or the employee, upon two (2) weeks notice.

Working Conditions

Sections 24.08 and 24.09 of the Collective Agreement will not apply to employees working on split shifts.

The split shift schedules for teleworking as well as the intervals between shifts, will be determined by Bell-CEP joint committees. However, the interval between the two (2) half tours shall not exceed five (5) hours. Each committee has the flexibility to offer to teleworking employees, schedules that alternate between continuous and split shift tours of duty.

Administration of the Split Shift Program for Teleworking

For each group that decides to establish such a program, guidelines related to the administration of the program will be established by managers after consultation with the CEP Local President(s).

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 19th day of January 2010.

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Jean-Stéphane Mayer

For the Company

For the Union

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

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

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

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 February 1st 2010 and shall end on December 31st 2010 within the Repair Center, Control Center and Wholesale. At the end of the trial period, the Director - 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 31st 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 - 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 31st 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 19th day of January 2010.

Dominique Benoît
Mary Incognito
Anne Moreau

Alain Portelance
Olivier Carrière
John O'Dell
Chris MacDonald

Nathalie Beaudry
Sherwood Flemming
Faye Katsaros
Lorna Oswald

Karen Abel-Kay
François Dorval
Jacqueline Lys
Jean-Stéphane Mayer

For the Company

For the Union

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

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND

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

This is to confirm our agreement with respect to the salary treatment of employees who 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 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 1st 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 1st 2010 shall receive a lump sum payment of \$500 payable on June 11, 2010;
- Employees in an occupation with a frozen rate of pay on June 1st 2011 shall receive a lump sum payment of \$500 payable on June 10, 2011;
- Employees in an occupation with a frozen rate of pay on June 1st 2012 shall receive a lump sum payment of \$500 payable on June 8, 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 at Montréal this 19th day of January 2010.

Dominique Benoît
Mary Incognito
Anne Moreau

Alain Portelance
Olivier Carrière
John O'Dell
Chris MacDonald

Nathalie Beaudry
Sherwood Flemming
Faye Katsaros
Lorna Oswald

Karen Abel-Kay
François Dorval
Jacqueline Lys
Jean-Stéphane Mayer

For the Company

For the Union

VISUAL DISPLAY TERMINAL
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA

The above parties agree as follows:

1. Any Regular Full-time or Regular Part-time employee who is pregnant, who is regularly scheduled to work at a visual display terminal (V.D.T.) and who does not wish to work at a V.D.T. during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following two options:
 - a) Be assigned other work in the bargaining unit, in accordance with paragraph 2 of this Memorandum of Agreement, or

- b) Receive a leave of absence without pay to cover the period prior to which she is or would be entitled to a maternity leave of absence pursuant to Article 14 of the Collective Agreement between the parties dated January 19, 2010, hereinafter designated as the Collective Agreement.

Other Work Assignment

- 2. Employees who elect option a) shall be assigned to a vacant position, where one exists in the bargaining unit, in the following manner and sequence:
 - First, to a vacant position, at a comparable salary level, in her own work location.
 - Second, to a vacant position, at a comparable salary level, at any other work location.
 - Third, to a vacant position, at a lower salary level, at any work location, in which case she shall immediately be paid the rate for that job.

The assignment of employees who elect option a) takes precedence over outstanding transfer requests.

If, after following the sequence referred to above, an employee cannot be reassigned, she may elect option b).

3. An employee who elects option a) shall, within the following five (5) working days, be offered other work in the bargaining unit.
4. An employee who elects option a) and who is assigned to another job:
 - a) Foregoes her right, for the duration of the temporary assignment, to the provisions of Articles 23 and 31 of the Collective Agreement between the parties, and
 - b) Shall choose her vacation in her former office as if she still occupied her former position in that office.
5. An employee who elects option a), who is assigned to a new position and who is unwilling to commence or to continue work in her new position, may then elect either to stay in her original position or to exercise option b). If she elects option b) before reporting to her new position, she will stay in her original position until option b) takes effect.

6. An employee who elects option a) who wishes to resume her employment on expiration of her maternity leave shall be reinstated in the position occupied by her immediately prior to her reassignment.

Leave of Absence (without pay)

7. a) In order to be eligible to receive the leave of absence referred to in paragraph 1 b) the employee must complete and submit an application, with acceptable documentation certifying the pregnancy, and specifying the estimated date of delivery. The Company agrees that every effort will be made to expedite the granting of the leave of absence and in any case, the implementation of such a leave of absence will not be delayed for more than five (5) days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.
- b) An employee who is on a leave of absence referred to in paragraph 1 b) and whose pregnancy is terminated shall be reinstated in the position occupied by her at the time she first made an election under paragraph 1. Such reinstatement shall be made within five (5) days of a request by the employee.

8. In addition to paragraph 7, employees who are eligible to, and wish to apply for, a maternity leave of absence pursuant to Article 14 of the Collective Agreement must do so in accordance with the provisions of that Article. (For greater clarity, this means that an employee must make the application required in Article 14 of the Collective Agreement at the appropriate time during the leave of absence referred to in paragraph 1 b).)

General

The parties agree that any differences regarding the interpretation or administration of the above terms and conditions may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

The Company and the Union shall act in a fair and reasonable manner carrying out the provisions of this Memorandum of Agreement.

Signed at Montréal this 19th day of January 2010.

Dominique Benoît
Mary Incognito
Anne Moreau

Alain Portelance
Olivier Carrière
John O'Dell
Chris MacDonald

Nathalie Beaudry
Sherwood Flemming
Faye Katsaros
Lorna Oswald

Karen Abel-Kay
François Dorval
Jacqueline Lys
Jean-Stéphane Mayer

For the Company

For the Union

VOLUNTARY PROGRAMS OF REDUCED HOURS
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA

The parties agree that, where a Voluntary Program of Reduced Hours exists, an employee classified as Regular Full-time may, subject to the conditions expressed in this Agreement and to the conditions set forth in any applicable Company practice, elect to be reclassified as a Regular Part-time employee for a period of time agreed to by the employee and her manager, with a guarantee of reclassification to her Regular Full-time classification following the expiration of the agreed period.

Implementation of a Program

Whenever it is appropriate, in the judgment of the Company, to implement a Voluntary Program of Reduced Hours, the appropriate CP4 manager or the next higher level of management, as the case may be, will, following notification to the Union, circulate to the groups concerned within his District, a notice advising of the Program's availability and requesting that eligible employees who are interested in being reclassified submit their request within a specified time period.

An eligible employee who elects to be voluntarily reclassified shall reach an understanding with her immediate manager regarding the duration, location, work assignment and conditions applicable to such reclassification to a Part-time position. Notwithstanding the possibility that under such a Program the Part-time position offered to the employee may be in another District, the responsibility for administration of the Program remains with the originating District. Once the manager and the employee have come to an understanding, the terms and conditions of such shall be confirmed to the employee in writing and a copy shall be given to the Representative of the Union. Where applicable, additional copies of this understanding will also be provided to the manager and the Representative of the Union in the receiving District.

Short-term or Long-term Options

An employee's participation in a Voluntary Program of Reduced Hours shall be for the period of time set forth in the applicable Program. However, where an employee has been declared surplus, her participation in the Program shall end coincident with her placement.

A Program may include Short-term or Long-term options, or a combination of the two.

Opting in or opting out of a Program shall only be by mutual consent. Where the employee has been placed in another District, both the sending and receiving managers must provide their consent.

The selection of employees will be in order of an employee's net credited service date.

Short-term Option

The Short-term Option is for a period of not less than one (1) month but not to exceed a maximum duration of 12 months.

At the expiration of the agreed period, the employee participating in a Program shall be reclassified to her previous Regular Full-time classification.

Long-term Option

The Long-term Option is for a period exceeding 12 months.

The reclassified employee may, every year, during the period of this option, request in writing to be reclassified to her previous Regular Full-time classification. Such request shall be made on the anniversary date of the employee's reclassification.

The Company shall have up to six (6) months to honour the employee's request.

Salary and Working Conditions

An employee who is reclassified as a result of a Voluntary Program of Reduced Hours will be paid as a Regular Part-time employee and will be subject to the working conditions normally provided to the Regular Part-time employees, with the exception of those conditions that were covered in the written confirmation to the employee. In addition, where an employee changes work location due to her participation in a Program, the provisions of Article 31 shall not apply.

Prior to being reclassified to a Regular Part-time status, an employee should take her Personal Days Off with Pay in accordance with Section 27.04. The number of days that she is entitled to shall be established on a pro rata basis for the portion of time she has worked as a Full-time employee.

General

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

The parties agree that any differences, regarding the interpretation or administration of this Agreement shall be processed in accordance with Sections 16.03, 16.04 and Subsection 16.05 (b) of the grievance procedure contained in the Collective Agreement. The written statement of position provided by the CP5 manager, or equivalent, under Subsection 16.05 (b) shall constitute a final and binding settlement of the matter.

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

Signed at Montréal this 19th day of January 2010.

Dominique Benoît
Mary Incognito
Anne Moreau

Alain Portelance
Olivier Carrière
John O'Dell
Chris MacDonald

Nathalie Beaudry
Sherwood Flemming
Faye Katsaros
Lorna Oswald

Karen Abel-Kay
François Dorval
Jacqueline Lys
Jean-Stéphane Mayer

For the Company

For the Union

WORKFORCE ADJUSTMENT PLAN
MEMORANDUM OF AGREEMENT BETWEEN:
BELL CANADA
AND
COMMUNICATIONS, 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 Union 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.

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 Union, 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 Union 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 January 19, 2010 and expire at the end of this Collective Agreement.

Signed at Montréal this 19th day of January 2010.

Dominique Benoît
Mary Incognito
Anne Moreau

Alain Portelance
Olivier Carrière
John O'Dell
Chris MacDonald

Nathalie Beaudry
Sherwood Flemming
Faye Katsaros
Lorna Oswald

Karen Abel-Kay
François Dorval
Jacqueline Lys
Jean-Stéphane Mayer

For the Company

For the Union

ATTACHMENT A

DISPLACEMENT PROCEDURE

If a Regular Employee	And the Employee	Then	Qualifiers	Notes
Is Surplus	Has twenty-five (25) years or more of completed NCS. NOTE: Employee with twenty-five (25) years or more of completed NCS CANNOT be displaced.	The employee can displace employee with less than twenty-five (25) years of completed NCS.	Employee must be qualified to perform 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.	Displacement Chart; Steps 1 through 10 and Notes 1 and 2 shall apply.
Is Surplus or Displaced	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.	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.

ATTACHMENT A

DISPLACEMENT PROCEDURE

If a Regular Employee	And the Employee	Then	Qualifiers	Notes
Is Displaced	Has less than eight (8) years of completed NCS.	Notes 1 and 2 only of the Displacement Chart shall apply.	Employee must be qualified to perform 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.	
Is Surplus	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.

ATTACHMENT B

LAY-OFF ALLOWANCE PLAN

A Regular employee who is laid-off shall be granted lay-off allowance under the Lay-Off Allowance Plan, as follows:

1. Subject to paragraphs 2 to 5 below and the Employment Insurance Act and Regulations, a Regular employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

Net Credited Service on Date of Lay-Off	Lay-Off Allowance Entitlement
Less than 1 year	0
1 year but less than 2 years	3 weeks
2 years but less than 3 years	4 weeks
3 years but less than 4 years	5 weeks
4 years but less than 5 years	6 weeks
5 years but less than 6 years	7 weeks
6 years but less than 7 years	8 weeks
7 years but less than 8 years	9 weeks
8 years but less than 9 years	10 weeks
9 years but less than 10 years	11 weeks
10 years but less than 11 years	13 weeks
11 years but less than 12 years	14 weeks
12 years but less than 13 years	15 weeks
13 years but less than 14 years	16 weeks
14 years but less than 15 years	17 weeks

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

2. Lay-off allowance payments shall be based on the employee's weekly basic rate of pay in effect on the date of lay-off and made on a biweekly basis.
3.
 - a) The Lay-Off Allowance Plan becomes operative at the time the employee applies and qualifies for Employment Insurance benefits and upon receipt of proof that she receives such benefits.
 - b) Each week's benefit shall be equivalent to 90% of the employee's basic rate of pay on the date of the lay-off in the case of a Regular Full-time employee, and to 90% of the average basic rate of pay in the four pay periods preceding the date of the lay-off in the case of a Regular Part-time employee, less Employment Insurance benefits entitlement, any earnings from other employment and statutory deductions, subject to the maximum weekly earnings provided for under the Employment Insurance Act and Regulations.
4. Entitlement to the lay-off allowance will cease as follows:
 - a) when the lay-off allowance entitlement is used up;
 - b) when the employee reports for work subsequent to recall;

- c) when the employee fails to report for work after recall;
 - d) when the employee has not been recalled to work within 52 weeks of the date of lay-off as set out in paragraph 5 of the Recall Procedures Section of this Attachment;
 - e) when the employee is disentitled or disqualified from Employment Insurance benefits;
 - f) when the employee obtains other employment which disentitles or disqualifies the employee from Employment Insurance benefits;
 - g) if the employee resigns.
5. An employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to paragraph 1 above based on her overall net credited service after deducting the lay-off allowance she received during her previous lay-off.

Benefits Coverage

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

- a) credit for service;
- b) participation in the health, life and accident insurance coverage under the Omniflex Benefits Program without payment of premium;
- c) participation in the optional life and accident insurance plans, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

Recall Procedures

1. a) Laid-off employees shall be listed on a recall list by department and locality. With the exception of employees in Toronto and Montréal, where an employee has been laid-off in a locality and all of the Department's operations in that locality have been eliminated, or are expected to be eliminated within the one (1) year period following the date of the employee's lay-off, the employee shall, on the date of her lay-off, be permitted to place her name on the recall list for one (1) other locality within the operating territory of the Department.

- b) When a job vacancy becomes available within the department and locality and a recall is warranted, eligible employees shall be recalled in inverse order of lay-off (by seniority, where two (2) or more employees have the same date of lay-off) provided they are immediately able to perform the work available. If there are no employees on the recall list who are immediately able to perform the work available, the same process will be followed for the recall of eligible employees provided they are qualified to perform the work available. When an employee accepts a recall to work, she shall immediately be paid the basic rate of pay for that job. If the employee accepts a recall to a work location other than her normal work location at the time of lay-off, she shall not be eligible to travel time and expenses as provided under Article 31 of the Collective Agreement.
2. It is the responsibility of a laid-off employee who desires to be recalled within the terms above to keep the Company informed of her correct address, and to advise the Company within ten (10) calendar days of the date of recall as to her acceptance.

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

- b) In the determination of the period of lay-off in paragraph 5 a) above, an employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall not be considered to have interrupted the continuity of the lay-off, however, the period of re-employment shall not be included as forming part of the period of lay-off. It is understood that, until she has completed 52 weeks of continuous service after the date of return to work, a recalled employee is subject to direct lay-off and shall not have access to a separation package, the career transition services or the displacement procedure set out in Attachment A to this Agreement.

Information Lists

1. The Company agrees to supply monthly to the Union, lists of laid-off employees by department and locality indicating for each employee the date of lay-off, the NCS date, and her original work location.

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

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January 19, 2010

Mr. Alain Portelance
National Representative
Communications, Energy and Paperworkers
Union of Canada
545, boul. Crémazie est
Bureau 1101
Montréal (Québec)
H2M 2V1

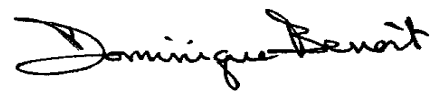
Subject: Boxing Day

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.

Yours truly,

A handwritten signature in black ink, reading "Dominique Benoît". The signature is written in a cursive style with a large initial 'D' and a stylized 'B'.

Dominique Benoît
Director - Labour Relations and Workplace Practices



January 19, 2010

Mr. Alain Portelance
National Representative
Communications, Energy and Paperworkers
Union of Canada
545, boul. Crémazie est
Bureau 1101
Montréal (Québec)
H2M 2V1

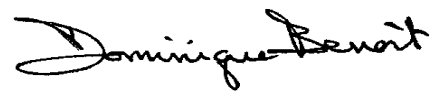
Subject: CEP Humanity Fund

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.

Yours truly,

A handwritten signature in black ink, reading "Dominique Benoît". The signature is written in a cursive style with a large, sweeping initial 'D'.

Dominique Benoît
Director - Labour Relations and Workplace Practices



January 19, 2010

Mr. Alain Portelance
National Representative
Communications, Energy and Paperworkers
Union of Canada
545, boul. Crémazie est
Bureau 1101
Montréal (Québec)
H2M 2V1

Subject: Employee Development and Training

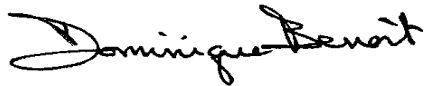
Mr. Portelance,

This will confirm our understanding related to Employee Development and Training resulting from participation in projects and activities, as mentioned below, reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Employees are increasingly participating in workplace reorganization and other similar projects. They are also participating in joint committee activities established to address service, revenue, cost and employee issues.

The Company recognizes the valuable contribution which an employee can make to these activities and the skills, training and experience which the employee may gain through her participation. In the personal planning and development process, the manager and employee should ensure that the training and skills acquired by the employee as well as her contribution to these activities are appropriately noted.

Yours truly,

A handwritten signature in black ink, reading "Dominique Benoît". The signature is written in a cursive style with a large initial 'D'.

Dominique Benoît
Director – Labour Relations and Workplace Practices



January 19, 2010

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H2M 2V1

Subject: Ergonomic Guidelines

Mr. Portelance,

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

The Corporate Health and Safety Committee has developed an Ergonomic Awareness Program that was designed to increase knowledge and promote adherence to ergonomic principles. This program is now part of Bell's Accident Prevention Process (APP).

The business units will ensure that all new employees are trained within the first two months of hiring, and that this training is recorded in the employee's APP record.

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

Both employees and managers continue to share a common responsibility to adhere to the existing Ergonomic Guidelines and encourage their application in the workplace.

Yours truly,

A handwritten signature in black ink that reads "Dominique Benoit". The signature is written in a cursive style with a large initial 'D'.

Dominique Benoit
Director – Labour Relations and Workplace Practices



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Subject: Outsourcing Initiatives

Mr. Portelance,

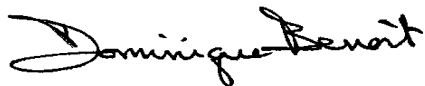
This is to confirm our understanding related to Outsourcing Initiatives reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Should the Company decide to proceed with the outsourcing of work which falls within the scope of the Collective Agreement, the Company shall initiate discussions with the Union in an effort to establish a transition process aimed at limiting as much as possible the impact of the outsourcing on transferred employees and

Company operations. Should Regular employees be declared surplus by the Company as a result of an outsourcing initiative, the Workforce Adjustment Plan Memorandum of Agreement shall apply.

The Company shall not oppose any application for certification made by the Union with respect to outsourced activities, subject to applicable legislation.

Yours truly,

A handwritten signature in black ink, reading "Dominique Benoît". The signature is written in a cursive style with a large initial 'D'.

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Director – Labour Relations and Workplace Practices



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Subject: Pay Equity

Mr. Portelance,

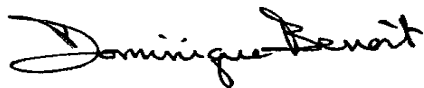
This is to confirm our understanding related to Pay Equity reached during bargaining for the renewal of the Clerical and Associated Employee's Collective Agreement.

The Settlement Agreement concluded on August 30th, 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,

A handwritten signature in black ink that reads "Dominique Benoît". The signature is written in a cursive style with a large initial 'D'.

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H2M 2V1

Subject: Planning for Paid Days Off

Mr. Portelance,

This is to confirm our understanding related to a process for the planning and scheduling of paid time off reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Implementation of the Process

Where it is determined locally, through a joint agreement between the CP4 manager and the CEP Local President, a standardized process that provides for the planning and scheduling of days off throughout the year, will be implemented.

The days available to employees for planning and scheduling would be those acquired through provisions within the Collective Agreement, e.g. personal days off with pay, vacation in days, lieu days, days off with pay, and compensating time off.

Eligibility

Both Full-time and Part-time employees with paid days and/or compensating time off accumulated prior to the applicable scheduling period.

Scheduling Guidelines

For a minimum of 10 months within each calendar year, eligible employees will be able to select days to meet their personal needs. Full-time employees will be able to select a minimum of 10 days per year. Employees will advise their managers, during the scheduling process, of which day they will be using when they select their day off e.g. personal day off with pay, individual vacation day, lieu day, etc.

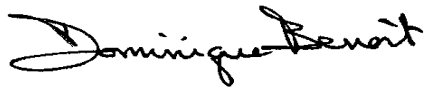
Each business unit that chooses to implement this process will determine, based on business and customer needs, which months per year will be available for employees to select within. This should not preclude normal provisions for vacation planning and scheduling over the course of the year. Business units may have different scheduling periods or restrictions on months or days available, based on force to load trends and customers' expectations.

Selection Process

The selection process for days off should be determined locally based on current scheduling practices. The maximum openings available per day for selection will be determined by each business unit and the existing procedures for schedule administration will be used as the communication tool with the employees.

It is agreed that consultation should take place between the designated Company and CEP representatives when appropriate, to review the distribution of available days.

Yours truly,

A handwritten signature in black ink, reading "Dominique Benoît". The signature is written in a cursive style with a large, sweeping initial "D".

Dominique Benoît
Director – Labour Relations and Workplace Practices



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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.

Yours truly,

A handwritten signature in black ink that reads "Dominique Benoit". The signature is written in a cursive style with a large initial 'D'.

Dominique Benoit
Director - Labour Relations and Workplace Practices

Job Profiles of Clerical and Associated		
Profile	Title	Salary Group
102	Associate - Budget and Results	11
103	Associate - Data Analysis	12
104	Associate - Information Processing	10
106	Associate - Corporate Financial Results and Reports	12
108	Associate - Billing	11
109	Associate - Carrier Transactions	11
110	Associate - Document Management	12
112	Associate - Tape Library	10
113	Associate - Counting Room	10
114	Associate - Cost Analysis	12
115	Associate - Payments and Settlements	11
116	Associate - Reference Material	12
117	Associate - Claims	11
118	Associate - Directory Assistance	10
202	Associate - Control Center	12
203	Associate - Network Administration	13
*204	Associate - Access Network Coordinator	14
205	Associate - Network Management	13
206	Associate - Circuit Design	13
207	Associate - Control Center Administrative Support	12
208	Associate - Right of Way	11
209	Associate - Network Studies	13

Job Profiles of Clerical and Associated		
Profile	Title	Salary Group
210	Associate - Computer Applications Support	14
211	Associate - Computer Support	13
213	Associate - SwitchingTranslations	14
216	Associate - Traffic Studies	12
217	Associate - Service Provisioning and Activation Center	13
218	Associate - Network Surveillance	13
219	Associate - Access Network Conception	14
220	Associate - Network Resource Management	13
221	Associate - Workforce Controller	12
222	Associate - Disability Management/ Workplace Injury	12
223	Associate - 9-1-1	11
225	Associate - Design and Draw-Detailed Engineering	13
227	Associate - Front Office	12
228	Associate - Service Coordination	12
229	Associate - Network Project Administration	13
230	Associate - Municipal Operations Center	13
231	Associate - PC Management	11
232	Associate - Street Guide	11

Job Profiles of Clerical and Associated		
Profile	Title	Salary Group
233	Associate - Supply Chain Network	12
301	Associate - Mail and Office Routines	10
302	Associate- Creative and Artistic Design Services	12
303	Associate - Administrative Support	10
307	Associate - Material	11
309	Associate - Quality Assurance	10
310	Associate - Quality Audit	13
312	Associate - Collection Support	10
314	Associate - Time /HR Administrator	10
315	Associate - Contract Management	10
316	Associate - Access Card	10
317	Associate - Network Access	12
318	Associate - Personnel Screening	10
320	Associate -Project-Process Delivery	14
321	Associate - Presence at Work	11
322	Associate - Web Assistance	11
340	Associate - Residential Accounts Receivable Management	11
360	Associate - Trainer - Coach	14
401	Associate - Communications	11
406	Associate - Research	10
407	Associate - Bankruptcy and Third Party Leasing	12
408	Associate - Fraud	13
409	Associate - Transfer Management	12
411	Associate - Procurement Support	11

Job Profiles of Clerical and Associated		
Profile	Title	Salary Group
412	Associate - Payroll	13
413	Associate - Legal Compliance	14
415	Associate - Recruitment	12
505	Client Representative - Repair	10
507	Client Representative - Business Market Operations	14
508	Client Representative - Sales and Service Support	10
514	Agent - On-line Reporting and Billing Expertise	12
517	Associate - Human Resources Transaction Management	11
518	Client Representative - Revenue Recovery and Assets Protection - Residential Markets	10
519	Client Representative - Corporate Account Management	12
520	Client Representative - Regional Representation	11
522	Client Representative - Large Business and Government Markets	12
523	Client Representative - SMB	12
524	Client Representative - Carrier Services and Business Markets	12
525	Client Representative - Consumer Market	10
527	Customer Agent - Enterprise Market	13

Job Profiles of Clerical and Associated		
Profile	Title	Salary Group
528	Agent - SMB Mid Market	13
529	Client Representative - Global Delivery Center	13
530	Client Representative - Directory Listing	11
531	Agent - Customized Billing Solutions	12
532	Client representative - Accounts Payable	11
533	Client Representative - Independent Companies	13
534	Client Representative - Specialized Group SMB	12
535	Client Representative - Project Coordination	13
538	Client Representative - Service Assurance - Business	11
539	Client Representative - Service Assurance Escalation Business	12
540	Client Representative - Specialist Consumer Market	11
541	Client Representative - Revenue Recovery and Assets Protection - Business Markets	11
560	Client representative - Help/Escalation Desk	13

* Refer to the Letter of Intent on Profile 204



January 19, 2010

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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 at the least 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.

Yours truly,

A handwritten signature in black ink that reads "Dominique Benoît". The signature is written in a cursive style with a large, stylized initial 'D'.

Dominique Benoît
Director - Labour Relations and Workplace Practices



January 19, 2010

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National Representative
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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.

Yours truly,

A handwritten signature in black ink, reading "Dominique Benoît". The signature is written in a cursive style with a large, stylized initial 'D'.

Dominique Benoît
Director - Labour Relations and Workplace Practices



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H2M 2V1

Subject: Training and Learning Opportunities

Mr. 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.

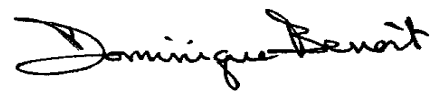
The Company recognizes that a highly skilled workforce will create a sustained competitive advantage. In order to foster a work environment that promotes personal development and continuous competency development, the Company will support initiatives, processes and tools that will help employees enhance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

A handwritten signature in black ink, reading "Dominique Benoît". The signature is written in a cursive style with a large, stylized initial 'D'.

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Subject: Utilization of External Human Resources

Mr. Portelance,

This is to confirm our understanding related to the Utilization of External Human Resources reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

The parties have agreed to meet periodically to exchange information and to encourage consultation between management and representatives of the Union on issues related to the utilization of external human resources and its

potential implications on the functions covered by the bargaining unit.

It is the Company's policy, whenever there is a requirement:

- for specialized skills, equipment and/or professional expertise, which is not normally performed or available within the Company or not available within the time frame required;
- to handle work which could otherwise result in an uneconomical drain on skilled employees;
- to temporarily supplement or replace work or services normally provided by existing employees;
- to resort to using external human resources to perform work or provide services required to meet its commitments and responsibilities towards its customers and the public.

The Company and the Union shall work together to balance the interests of customers, the Company and employees with respect to the utilization of external human resources.

To achieve this, each quarter, or more or less frequently if the parties so agree, each CP4 manager who uses or plans to use external human resources shall meet with the Local President to discuss and review such activities and the related concerns, within the CP4 manager's organization.

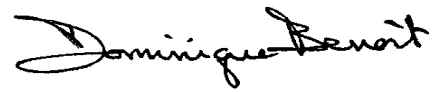
Discussions between the CP4 manager and the Local President (or their delegates) should include, but are not limited to: .current and forecasted volume of work and future projects;

- alternatives such as using Temporary or Part-time employees, making more efficient use of available employees, etc. prior to the utilization of external human resources;
- work which the CP4 manager expects to have performed by external human resources. Management should notify the Union as much in advance as possible of its intent to resort to external human resources;
- utilization of external human resources by the CP4 manager's organization since the last meeting;
- feedback on work which was performed by external human resources to identify possible improvements or suggest alternatives.

In addition, the CP3 and/or CP2 manager and the CEP Representative will meet before the planned hiring of external human resources to discuss the rationale, alternatives and duration of the contract.

Finally, as previously indicated, the Bargaining Committees will review the utilization of external human resources at consultative meetings.

Yours truly,

A handwritten signature in black ink, reading "Dominique Benoît". The signature is written in a cursive style with a large initial 'D' and a long, sweeping underline.

Dominique Benoît
Director – Labour Relations and Workplace Practices



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H2M 2V1

Subject: Variable Pay Incentive Plan

Mr. Portelance,

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 (VIP) 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 VIP 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.

Yours truly,

A handwritten signature in black ink, reading "Dominique Benoît". The signature is written in a cursive style with a large initial 'D'.

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Subject: Workforce Diversity and Employment Equity

Mr. Portelance,

This is to confirm our understanding related to Workforce Diversity and Employment Equity reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement.

Vision

The Company and the Union are committed to fostering diversity and fairness in the workplace so that all employees are treated with dignity and respect, are free from harassment, and are provided the opportunity to achieve their full potential.

As a market leader, Bell is committed to achieving a diverse workforce that reflects the community from which it is drawn, and to give our Company a distinct competitive advantage by becoming:

- the Employer of Choice;
- the Company of Choice; and also
- a Leading Communications Innovator.

Role of the Business Units

Both parties agree that managers play a key role in fostering diversity in the workplace, and ensuring that employees understand the Company's policies as they relate to Workforce Diversity and Employment Equity. The CP4 managers are encouraged, with the assistance of the Human Resources and Labour Relations Consultants, to develop and support initiatives that will increase awareness and effect positive changes within their districts. Where appropriate, these initiatives shall include, but not be limited to:

- ensuring external and internal hiring practices facilitate attracting candidates from the four Designated Groups (i.e. Women, Aboriginal Peoples, Persons with Disabilities and Members of Visible Minorities);
- ensuring new employees have the opportunity to complete the Self-identification Questionnaire upon hiring, as well as upon reclassification to Regular status;
- sensitizing employees to the Company's policies through communications and in employee meetings;
- promoting the Company's Diversity website;
- training on Diversity Awareness and/or Respect in the Workplace;
- supporting and broadening the network of Diversity Awareness Training Facilitators;
- supporting local events to promote diversity and multiculturalism.

The CP4 managers are encouraged to share the results of the initiatives in meetings between the Company and the CEP. The Joint Corporate Diversity and Employment Equity Committee will review on an ongoing basis the progress of the initiatives within the Business Units.

Joint Committee

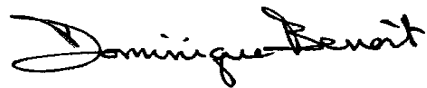
The parties agree to continue the Joint Corporate Diversity and Employment Equity Committee, whose purpose shall include, but not be limited to, the following:

- sponsoring and supporting activities that help achieve the vision;
- helping all employees to understand their responsibilities to treat others in a non-discriminatory and fair way;
- making recommendations to appropriate forums or departments in the Company;
- identifying and recommending methods to increase diversity, thereby working towards establishing a workforce that mirrors the community from which it is drawn;
- communicating the Committee's activities to employees.

The information made available by the Company and identified as being confidential shall remain confidential and be used only to carry out the Committee's activities, and cannot be used for any other purpose.

The membership of the Committee shall remain as currently established. Any modification shall be by mutual agreement.

Yours truly,

A handwritten signature in black ink, reading "Dominique Benoît". The signature is written in a cursive style with a large initial 'D' and a long horizontal stroke extending to the right.

Dominique Benoît
Director – Labour Relations and Workplace Practices