

AGREEMENT

between

Bell Canada

&

Unifor Local 7

December 20, 2022 to December 19, 2025

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Bold print throughout the Collective Agreement denotes revisions

ARTICLE 1 – RECOGNITION AND SCOPE

- 1.01** Bell Canada recognizes Unifor, and its Local 7, as the sole and exclusive Collective Bargaining Agent for all employees of Bell Canada, who are both employed in its operations in the Province of Manitoba and covered by Certificate No. 555-3860. Any new classifications created during the term of this Agreement which fall within the scope of said Agreement shall be added to Appendices attached to and forming part of the Agreement. Employees who are excepted from this Agreement are:
- (a) Those covered by Certificate No. 555 3948 (IBEW) and 8516-U (TEAM).
- (b) Those excluded by the Canada Labour Code (the “Code”).
- 1.02** Without limiting the generality of the foregoing, it is agreed and understood that those persons excluded from The Code include persons in all classifications and positions listed in Schedule A of the current Collective Agreement.
- 1.03** The words “employee” or “employees” where herein used shall mean any person or persons covered by this Agreement.
- 1.04** The Company shall treat all employees covered by this Agreement in a just and reasonable manner, consistent with the terms of this Agreement.
- 1.05** The Union recognizes the right of the Company to refuse to discuss those matters which may be considered Union business with any person unless the Company has been officially notified of the individual’s authority as a Union Representative.
- 1.06** The Union agrees that those employees coming under its jurisdiction should abide by all terms of this Agreement.

ARTICLE 2 – NO DISCRIMINATION

- 2.01** In compliance with the Canadian Human Rights Act, the Company and the Union agree that they will not discriminate against any employee by reason of that employee’s membership or participation in the Union, race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted. The parties further agree that all employees have the right to be free from all forms of harassment in the workplace.
- 2.02** The Company and the Union recognize the need to achieve equality in the workplace and that each employee has the right to dignity, respect and fair treatment. Giving effect to the principle of equal opportunity in the employment for women, aboriginal people, visible minorities and persons with a disability, means more than treating persons in the same way and requires remedial/support measures and the reasonable accommodation of differences.
- The Company and the Union acknowledge the value of diversity and cross-cultural education for all employees and agree to work together to create a shared understanding of diversity principles and cross-cultural awareness in the workplace.
- 2.03** It is recognized by the Company and the Union that the problem of sexual harassment may exist. However, the Company and the Union agree that sexual harassment will not be tolerated in the workplace.

ARTICLE 3 – DEDUCTION OF UNION DUES

- 3.01** The Company agrees upon written request of the National Union to deduct an amount equivalent to regular Union Dues, excluding initiation fees, assessments, or special levies from the wages earned by all employees in the bargaining unit affected by this Agreement. The dues deducted shall be paid to the Secretary Treasurer of Unifor within three (3) weeks of the date of deduction, accompanied by a list of employees, and the amount of dues deducted.
- 3.02** Except where Section 70(2) of The Canada Labour Code, Part I applies, the Company will pay the amounts so deducted to the Union on whose behalf the deductions will be made.
- 3.03** The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Company.
- 3.04** The Union shall inform the Company from time to time of the regular bi-weekly membership dues payable by a member of the Union and of the amount to be deducted under Part I, Section 70(1) of The Canada Labour Code from the wages of employees in the unit affected by the Collective Agreement who are not members of the Union.
- 3.05** The provisions of this Article do not abridge or otherwise affect the right of the Company to dismiss, release or transfer any Probationary or Term employee.

ARTICLE 4 – UNION REPRESENTATION AND RECOGNITION

- 4.01** The Company recognizes the right of the Union to appoint Shop Stewards as necessary and recognizes the Steward as an official representative of the Union and the employees in their jurisdiction to the extent outlined in this Agreement. The Company agrees to advise the Union of all newly hired employees in their jurisdiction. The Company further agrees that the Local President or designate shall be provided a maximum of fifteen (15) minutes to meet with a new employee(s) during their probationary period. It is agreed and understood that the purpose of such a meeting shall be for the Local President or designate to introduce themselves and provide the employee with a copy of the Collective Agreement. All arrangements for this purpose shall be made through the Consultant, Labour Relations. The Company agrees to advise the Union of the name, address and personal telephone number of newly hired employees. Further, the Company shall provide a report on a quarterly basis, which details the home address, personal phone number, employee status, acting status where applicable, hourly rate and special pay treatment if any, of employees within its jurisdiction.
- 4.02** The Union agrees to notify Labour Relations in writing within fifteen (15) working days of any changes in Union personnel. In addition, the Union will forward a complete list of Shop Stewards to Labour Relations on a quarterly basis, commencing January 1st of each year.
- 4.03** The Company agrees to provide either bulletin boards or clearly delineated space on existing bulletin boards for the use of the Union for the purpose of posting official Union information relating to business affairs, meetings and social events.
- 4.04** The Company agrees that access to its premises shall be allowed to the National Representative of the Union for the purpose of business connected with the Union, providing such privilege does not interfere with the operations of the Department concerned and prior approval has been obtained from Labour Relations. This permission will not be unreasonably withheld.
- 4.05** The Company agrees to provide for lost wages for members of the Union's bargaining committee, excepting Full-time officers of the Union, for the purposes of attending negotiations with the Company up to the expiry date of the Collective Agreement.
- 4.06** The Company agrees to notify the Union of incumbents who move from out of scope positions into the Unifor bargaining unit and bargaining unit employees who are acting in or permanently placed in out of scope positions.

- 4.07** The Company will notify the Union of those employees covered by this Collective Agreement who have separated from the Company or are on a Leave of Absence.

4.08 Remote Agents/Teleworking

Where The Company initiates ongoing work in an employee's home, the Union shall be notified at least twenty (20) working days prior to implementation.

The Company and the Union agree to meet and discuss the method to be used to select employees for the work at home initiative.

The Union will be provided with the names, job titles, addresses and published phone numbers of participating employees as well as the full particulars of the assignment.

On a quarterly basis, the Union will receive the names, addresses, published phone numbers and job titles of all employees working in their home.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01** The Union acknowledges that it is the exclusive function and responsibility of The Company to manage its affairs, to direct its working forces, to hire, classify, promote, demote, transfer, layoff, discipline, suspend and discharge any employee; to increase or decrease its working force; to reorganize, close or disband any Department or section thereof from time to time as circumstances and necessity may require; and to maintain order, discipline and efficiency. All matters concerning the operation of Company business not specifically dealt with in this Agreement shall be reserved to the Management and be its exclusive responsibility.
- 5.02** It is understood that the exercise of the foregoing Management Rights by the Company shall be subject to provisions of this Agreement.

ARTICLE 6 – DEFINITIONS

- 6.01** Regular Full-time Employee – means an employee who works the basic weekly hours of work and whose employment is expected to continue indefinitely.
- 6.02** Clerical Regular Part-time Employee – employees who are required to work between 49 and 72.5 hours in a pay period on a predetermined, regular, recurring basis, whose hours are not directly affected by daily or weekly service requirements or workload, and whose employment is expected to continue indefinitely. Hours of work, tours of work and days of work may fluctuate and vary. Regular Part-time employees are entitled to receive the same or pro-rated benefits of a Regular Full-time employee.
- 6.03** Clerical Part-time Employee – an employee who is normally required to work less than 50 hours in a pay period whose hours may be unpredictable, irregular and directly affected by daily or weekly service requirements or workload. Hours may be scheduled where practicable and are subject to change.
- Note:** Due to the conditions of their employment, Clerical Part-time employees are not entitled to receive the same benefits as a Regular Full-time employee. Those benefits which are applicable, will be identified as such in this Agreement. Other benefits not covered by the Collective Agreement are governed by their respective plan documents and/or applicable regulations. This Note is not intended to reduce existing benefits presently given to Part-time employees.
- 6.04** Term Employee – an employee who works the basic weekly hours and who is:
1. Engaged to fill a temporary vacancy in the regular staff, or
 2. Engaged for seasonal work, or
 3. Engaged for a specific project or a limited period, with the definite understanding their employment is to terminate upon completion of the project or at the end of the period.

Note 1: Term employment may be terminated at any time due to a reduction of workload or completion of a project. The Company shall provide the Union with the employee name, job title, job number and the expected duration of the Term assignment.

Note 2: The Company agrees to notify the Union of Term employment that exceeds nine (9) months duration.

- 6.05** Probationary Employee – means a new employee engaged for a probationary period not to exceed six (6) calendar months service to determine suitability for engagement as a Regular Full-time, and six (6) accumulated months service for engagement as a Clerical Regular Part-time or Clerical Part-time.
- 6.06** Headquarters – are defined as the city, town, or village where an employee is regularly assigned to work.
- 6.07** Basic Hours of Work – means the normal hours of work per day and the normal days of work per week as established in the Hours of Work Articles of this Agreement.
- 6.08** Clerical Tour of Duty – means the period of time, not exceeding the basic hours of work per day when an employee is scheduled to work on any day.
- 6.09** (a) Essential Qualifications – shall be defined as those basic “must have” qualifications (ie: primary qualifications) consistent with job functions and contents that an employee must bring to a position. An employee possessing the essential qualifications will be provided normal training to allow them to meet the full requirements of the position.
- (b) Qualifications – shall be defined as both the essential qualifications (ie: primary qualifications) and secondary qualifications of the job consistent with job functions and contents that an employee must bring to the position. An employee possessing the qualifications will be provided the normal training to allow them to meet the full requirements of the position.
- 6.10** Classification – refers to a specific wage grade in accordance with the Wage Schedule which includes wage grades 1 - 10.
- 6.11** Job Title – refers to a specific position and job number.
- 6.12** Location – refers to city, town or village.

ARTICLE 7 – SERVICE & SENIORITY

- 7.01.1** Net Credited Service – an employee's Net Credited Service date is established when the employee entered or re-entered the service of the Company as a Regular Full-time employee. The NCS date will be used for purposes of annual vacations and sick leave benefit accumulation.
- .2** The NCS date will not change for reasons of absence covering the following areas:
- (a) Sick Leave – Paid or unpaid.
- (b) Maternity Leave – Paid or unpaid up to a maximum of seventeen (17) weeks.
- (c) Parental Leave – Paid or unpaid up to a maximum of sixty-three (63) weeks.
- (d) Union Leave.
- (e) Layoff up to and including one hundred and twenty (120) days.
- (f) For each occurrence of an authorized unpaid Leave of Absence, up to and including thirty (30) days.
- (g) Company initiated Leave of Absence such as Educational Leave.
- (h) Military Leave or for National Defence purposes.
- .3** The NCS date will be revised for reasons of absence for the amount of time in excess of the following time periods:

- (a) Periods of layoff in excess of one hundred and twenty (120) days.
 - (b) Employee initiated non-paid Leave of Absence in excess of thirty (30) days.
 - (c) Each suspension of over five (5) days.
- .4 NCS will be considered to be broken when an employee:
- (a) Resigns, or is dismissed or released.
 - (b) Fails to return to work, or fails to report inability to work following a Leave of Absence.
 - (c) Rejects an offer of work in response to a final recall notice following a layoff.
- .5 Re-engagement following a break in service starts a new period of Net Credited Service (NCS).
- .6 A Regular employee will be allowed to accumulate separate periods of Regular or Term service (bridge) providing:
- (a) An employee had a period of Regular Part-time or Regular Full-time service of at least six (6) months before service was interrupted.
 - (b) The employee has completed four (4) years of continuous service since service was last broken.
 - (c) The period or periods of service being considered do not predate a break in service which exceeds four (4) years.
- When service is bridged a revised Net Credited Service date will be established with the period or periods of absence being treated as deductible absence.
- .7 Accumulation Account – An employee's Accumulation Account, established as of July 1, 1986, includes the following:
- (a) All Regular hours worked (excluding overtime), from July 1, 1986, as a Regular, Term, Clerical Part-time employee on the following basis:
 - (i) Thirty-six and one quarter (36.25) hours worked will equal seven (7) days for accumulation purposes.
 - (b) All Regular Full-time, Regular Part-time and Term service prior to July 1, 1986, provided there has been no break in service.
 - (c) Any previous Full-time service that qualifies under the bridging rules will be credited to the Accumulation Account when the conditions outlined under the bridging rules are met.
 - (d) The Accumulation Account will be used to establish a NCS date upon reclassification to Regular.

7.02 Seniority

Seniority – is utilized for vacation selection, tour scheduling and to the extent outlined within this Collective Agreement.

7.03 Seniority – Regular Full-time

- .1 The employee's seniority date is based on their NCS date less any deductible absence as outlined in Article 7.03.2.
- .2 An out of scope employee may revert back into the bargaining unit and shall be credited with all previous in-scope seniority. Time spent out of scope shall not be credited. Upon return, an employee shall not receive credit for further seniority until they have been back for a period of in-scope employment equal to the period of out of scope employment, or twelve (12) months, whichever period is shorter. At the completion of this period, an employee will receive credit for seniority accrued since their return to the bargaining unit, which will be bridged to all previous seniority.

Note 1: Time worked in positions listed in Schedule A of this Agreement shall be included for seniority up to September 10, 1999. Effective September 10, 1999, all time worked in Schedule A positions of this Agreement for seniority purposes shall be frozen and shall not accrue further.

Note 2: The Union shall receive a copy of all seniority adjustments for out of scope assignments.

- .3 A seniority list on a Union wide basis, shall be posted annually on the Company intranet site by February 1st and shall include the employee's name, job title and seniority date. A copy of the seniority list shall be forwarded to the Union. Protests shall be limited to the period of time since the seniority list was last posted and must be submitted in writing to the employee's Consultant, Labour Relations within sixty (60) days of posting. Such protests must include the corrected date as well as substantiating evidence to support the correction. If no protest is lodged by an employee within sixty (60) days of posting, the seniority list shall be deemed to be correct.

Corrections will be posted within one hundred and twenty (120) days of the posting of the original seniority list on the Company intranet site and a copy will be sent to the Union.

7.04 Seniority – Regular Part-time

- .1 The employee's seniority number is based on their NCS date as of July 1, 1986, converted to actual years, weeks and days and/or all regular hours worked after July 1, 1986.
- .2 A seniority list on a Union wide basis, for Regular Part-time employees will be updated and posted on the Company intranet site every four (4) months, beginning February 1 and shall include the employee's name, job title and seniority number. A copy of the seniority list shall be forwarded to the Union and posted on the Company intranet site. Protests shall be limited to the period of time since the seniority list was last posted and must be submitted in writing to the employee's Consultant, Labour Relations within sixty (60) days of posting. Such protests must include the corrected seniority number as well as substantiating evidence to support the correction. If no protest is lodged by an employee within sixty (60) days of posting, the seniority list shall be deemed to be correct.
- .3 Any corrections shall be posted on the next updated seniority list.
- .4 Should a Regular Part-time employee change status to Regular Full-time, they shall be credited with all time in their Accumulation Account for purposes of seniority.

7.05 Seniority – Clerical Part-time and Term

- .1 The employee's seniority number is based on their last date of entry into the Company prior to July 1, 1986, converted to actual years, weeks and days and/or all regular hours worked after July 1, 1986.
- .2 A seniority list on a Union wide basis, for Term and Part-time employees will be updated and posted on the Company intranet site every four (4) months and shall include the employee's name, job title, Accumulation Account and seniority number. A copy of the seniority list shall be forwarded to the Union and posted on the Company intranet site. Protests shall be limited to the period of time since the seniority list was last posted and must be submitted in writing to the employee's Consultant, Labour Relations within sixty (60) days of posting. Such protests must include the corrected seniority number as well as substantiating evidence to support the correction. If no protest is lodged by an employee within sixty (60) days of posting, the seniority list shall be deemed to be correct.
- .3 Any corrections shall be posted on the next updated Seniority List.
- .4 Should a Term or Part-time employee change status to Regular Full-time or Regular Part-time, they shall be credited with all the time in their Accumulation Account for purposes of seniority.
- .5 For the purposes of determining seniority amongst Part-time and Term employees, the seniority number shall be the determining factor, not the Accumulation Account.

- .6 If a Part-time or Term employee moves to Full-time and once again returns to Part-time, their seniority for Part-time purposes will be their original Part-time seniority number (prior to going Full-time) adjusted by hours worked as a Full-time employee.

Note: Term employees who were previously classified as Part-time without a break in service will have the right to be reclassified to Part-time status.

7.06 Change of Status – Sick Benefits

.1 Clerical Part-time to Regular

On the date the employee changes status, sick leave benefits will be credited based on the date of reclassification and the newly established NCS date.

Example:

Accumulation Account - 3 years, 26 weeks

Change of Status - January 1, 1988

Newly Established NCS – June 17th, 1984 (approx. date)

4th year of service – 12 full days sick accumulation

Subsequent accumulation will be based on the anniversary of the NCS date in accordance with Article 22.02 as a Regular employee.

.2 Term to Regular

On the date the employee changes status to Regular, sick leave benefits will be credited based on the date the employee became Term and the newly established NCS date on a pro-rated basis.

Subsequent accumulation will be based on the anniversary of the NCS date in accordance with Article 22.02.

Note: Clerical Part-time, and Term employees who change status to Regular Full-time following September 10, 1999, shall receive sick leave credits in accordance with Article 7.06 up to September 10, 1999. For greater clarification, a Part-time employee's Accumulation Account (AA) up to September 10, 1999 shall be used for the retroactive sick leave credit calculation pursuant to Article 7.06 as follows:

Example:

Part-time employee change to RFT status as of November 1, 2000:

AA up to September 10, 1999 (7.06): 3 years/26 weeks = 4th year of service = 12 credits

AA following September 10, 1999: 1 year/00 weeks = 12th month of service = 9 credits

Retroactive credits (7.06) = 12 credits = current accrual = 9 credits = 21 sick leave credits**

Accrual from September 10, 1999 forward.

** Assumes no usage of sick leave credits from September 10, 1999.

7.07 Change of Status – Vacation Credits

.1 Clerical Part-time to Regular

Vacation credits for the vacation year following the year in which the employee changes status will be based on the date of reclassification and the newly established NCS date on a pro-rated basis as per the following example:

Example:

Accumulation Account – 3 years, 26 weeks

Change of Status Date – January 1, 1988

Newly Established NCS – June 17, 1984 (approx. date)

4th year of Service – 15 days

Calculation for 88/89 vacation year

4 months x 15 days = 5 days vacation credits

12 months

Accumulation for subsequent years as a Regular employee would be based on the NCS date in accordance with Article 17.

.2 Term to Regular (employees with previous credited service prior to reclassification to Term)

Vacation credits for the vacation year following the year in which the employee changes status will be based on the date the employee reclassified to Term and the newly established NCS date on a pro-rated basis.

Vacation credits for employees hired as Term without previous credited service will be based on their date of entry into the Company. (NCS).

Vacation credits for subsequent vacation years will be based on the established NCS date in accordance with Article 17.

ARTICLE 8 – LAYOFF

These provisions do not apply to employees in positions listed in Schedule A.

In the event of a lack of work situation in the Company that would result in a staff reduction, any employee in an affected position will be considered to have returned to their normal position for the purpose of bumping. The most junior employee in an affected job(s) in a location(s) would be declared surplus. The following provisions would apply to such employee:

8.01 Bumping Rights - employees who are bumped under the following provisions will be considered to be declared surplus for the purposes of this Article. Employees shall be entitled to one (1) bump which shall be the first (1st) available bump applicable to that employee, subject to the following conditions:

- (i) If the most junior employee in any of the bumps outlined in 8.01.1 and 8.01.2, below is in a same or lower rated position, the declared surplus employee must meet the “essential qualifications” of the job as defined in Article 6, in order to qualify to displace that most junior employee.
- (ii) If the most junior employee in any of the bumps outlined in 8.01.1, .2 and .3 below is in a higher rated position, the declared surplus employee must meet the “qualifications” of the job as defined in Article 6, in order to qualify to displace that most junior employee.
- (iii) Declared surplus employees who do not meet the necessary criteria to bump the most junior employee in their first (1st) available bump as set out in Article 8.01, shall have no further bumping rights under Article 8.01 and shall be placed on location layoff, unless as a last resort prior to layoff, they elect to bump to Part-time status in accordance with 8.01.3.

Except where location protection is available, bumping shall be available in sequential order as set out below:

8.01.1 First – employee declared surplus bumps the most junior employee in the location.

.2 Second – employee declared surplus bumps the most junior employee in the Company providing the surplus employee has at least one (1) year seniority. The Company will pay relocation expenses on bump and return.

Notes:

- (a) It is understood that Term, Clerical Part-time and probationary employees (new hires) may be employed during the bumping process and when regular employees are laid off subject to the following:
- (b) Term employees in an affected job title and location, who were not previously classified as Part-time, will be released prior to the most junior Regular Full-time employee in the same affected job title and location being laid off. Term employees in an affected job title and location who were previously classified Part-time without a break in service, will revert to Part-time status prior to the most junior Regular Full-time employee in the same affected job title and location being laid off.
- (c) Probationary employees (new hires) shall be laid off where Regular employees can qualify for their positions in accordance with Article 8.01.

- (d) For the purposes of bumping, Regular Full-time employees shall bump amongst other Regular Full-time employees and Regular Part-time employees shall bump amongst other Regular Part-time employees pursuant to the above noted bumping provisions.
 - (e) Where employees meet the necessary criteria for bumping in Article 8.01.1 through to 8.01.2 inclusive, they will be provided the normal training to allow them to meet the full requirements of the position.
 - (f) Where employees cannot satisfactorily meet the full requirements of the position through normal training in Article 8.01.1 and 8.01.2, they shall be returned to their original location at Company expense and placed on location layoff with no further bumping rights.
- .3** As a last resort prior to layoff, Regular Full-time and Regular Part-time employees shall have the right to bump a Clerical Part-time employee in their job title and change to Part-time status. It is understood that Regular Full-time employees who bump and change to Part-time status shall be scheduled shifts pursuant to the number of hours specified in Article 6. By seniority, Regular Full-time employees who bump and change to Part-time status will receive the maximum number of hours available, in accordance with Article 6, prior to other Part-time employees being scheduled.

Where there are no Part-time employees in their same job title, the surplus Regular Full-time or Regular Part-time employee shall be eligible to bump the most junior Part-time employee within the Company in their location, providing they meet the conditions related to qualifications specified in Article 8.01 (i) and (ii).

Note: Where a Regular Full-time employee changes to Part-time status through bumping, a Seniority Number for seniority purposes, shall be created by changing their Seniority Date into years, weeks, and days.

- 8.02** Where the Company determines it is necessary to revise the essential qualifications and/or qualifications of a position in a layoff situation, it shall first meet with the Union to discuss the revisions, prior to applying such revisions during the bumping process. Where there is a disagreement between the Company and the Union, the Company reserves the right to proceed with the revisions and the Union reserves the right to grieve the revisions.
- 8.03** Employees declared surplus will also have the option of taking a voluntary location layoff. Employees exercising this option will only have the right of recall in that location.
- 8.04** Term employees have no bumping rights. Regular Full-time, Regular Part-time, and Clerical Part-time with less than one (1) year Seniority have no bumping rights. Clerical Part-time employees with over one (1) year Seniority have the right to bump other Clerical Part-time employees under the first bumping step, as per paragraph 8.01.1 above.
- 8.05** The following time limits will apply when deciding whether or not to exercise bumping rights:
- (a) Two (2) working days if a move is not required.
 - (b) Seven (7) calendar days if a move is required.
- 8.06** No work that is normally done or can be done by employees on layoff will be contracted out or transferred outside Unifor's jurisdiction within Bell MTS.

8.07 Wage Treatment

.1 Wage Treatment Due to Bumping

- (a) Bump to same or equally rated job – no change.
- (b) Bump to a lower rated job where employee is earning less than the maximum of the new position – maintains current wage on new Wage Schedule and progresses to the maximum of the new job.
- (c) Bump to a lower-rated job where employee is earning more than the maximum of the new position – retain current wage rate plus any negotiated increases until such time as the employee is able to be reclassified to a higher rated job with a maximum wage rate equal to or higher than the rate at which they are being maintained.

- (d) Bump to a higher rated job – will continue to maintain wage progression to the maximum of the new position and continue to get the rate for the position until such time as they are reclassified to their old position. No permanent upgrade will be allowed through bumping.

.2 Wage Treatment Due to Bumping Ends When:

- (a) Employee is recalled to original classification in present or original location, or refuses such a recall.
- (b) Mutual agreement to a third location recall.
- (c) An employee returns to the original classification and the anniversary date for future increments remains unchanged.

8.08 Filling Vacant Positions During Layoff

Where regular position vacancies require filling during layoff, the following sequence will apply:

- (a) Reassign senior employee on wage treatment who meets the qualifications of the vacant position if it is equal to their original classification.
- (b) Fill the vacant position pursuant to the provisions of Article 18.01.1(b) 1. and 2.
- (c) Recall and reassign the most senior employee from among those on layoff or those working Part-time pursuant to Article 8.01.3 who meets the essential qualifications of the vacant position if it is equal to or lower than their original classification.
- (d) No involuntary change of location can be forced under the above provisions (a) and (c).
- (e) Vacancies which cannot be filled pursuant to (a) to (d) inclusive above, shall be filled in any manner the Company considers best.

8.09 Return Rights to Location and/or Classification.

- (a) Return rights to original location will be exercised by seniority – the senior employee who meets the qualifications for a vacant position will be the first one returned to that location. However, if there is a more senior employee on location layoff or reclassified to a lower rated position in the location, that employee would be given first consideration.
- (b) Return rights to a classification will be exercised by seniority – the most senior employee who was previously in that classification will be given first consideration for the vacancy in that classification.
- (c) No new employees or existing employees will be hired or transferred to locations where an employee is on location layoff or has bumped to a different location and has the right of recall to their original location.
- (d) Refusal to exercise any of the above rights of return will terminate same, except in (b) above if recall to classification requires a move to any location other than original.

8.10 Recall Rights.

- .1 Recall period shall be restricted to two (2) years.
- .2 Seniority shall continue to accumulate for one hundred and twenty (120) days on layoff and then be suspended until recall.
- .3 Employee is responsible for keeping the Company advised of current address and telephone number.
- .4 Recall shall be by seniority, with the following priorities:
 - (a) Most senior employee on layoff in the location or if there is a more senior employee who has been relocated or reclassified to a lower rated position in the location, that employee would be given first consideration. If the vacant position is of a same or lower rating, the employee must meet the essential qualifications and if the vacant position is of a higher rating, the employee must meet the qualifications of the vacant position. Employees who meet the

necessary qualifications will be provided the normal training to allow them to meet the full requirements of the position.

- (b) Recall rights to a classification will be exercised by seniority, the most senior employee who was previously in that classification will be given first consideration for the vacancy in that classification.
 - (c) Most senior employee on layoff in the Company. If the vacant position is of a same or lower rating, the employee must meet the essential qualifications and if the vacant position is of a higher rating, the employee must meet the qualifications of the vacant position. Employees who meet the necessary qualifications will be provided the normal training to allow them to meet the full requirements of the position.
- .5 Refusal to accept a recall to another location for which an employee on recall qualifies, will result in the employee's status reverting to a voluntary location layoff.
- .6 Recall notices to employees on layoff will be by personal telephone call and sent by registered mail. Employees must respond with their acceptance of the recall within five (5) working days of the date of receipt of the letter and must be available to report to work within ten (10) working days after acceptance of the recall. A copy of all recall notices shall be sent to the Union.
- .7 Employees who are bumped or recalled to a new location and are unable to perform the duties of the new position will be returned to their original location at Company expense and placed on location layoff.
- .8 An employee's service will be considered broken by reason of failure to report to work following a second recall, unless failure to report is due to illness or pregnancy.

8.11 Notice of Surplus Conditions

The Company shall provide a minimum of ten (10) calendar days notice to the Union of expected surplus conditions, in advance of surplus conditions being communicated to employees. Such notice shall be in writing and shall include the location(s), the expected date of layoff and the anticipated number of employees affected. The Union agrees not to disclose the surplus conditions or any details pertaining to the surplus until such time as this information has been fully communicated to employees by the Company. The thirty (30) day Voluntary Retirement Termination Incentive Program window shall constitute notice of surplus conditions to employees covered by the Collective Agreement.

8.12 Benefits – eligible employees on layoff will have the option to maintain the following benefits for a period of up to one (1) year:

(a) Medical and Dental Plans

Eligible employees will have the option of maintaining coverage under these plans providing they continue to pay their portion of the premium.

(b) Basic Life and Accident Insurances

Maintained at no cost for eligible employees.

(e) Optional Life and Accident Insurances

Eligible employees will have the option of maintaining coverage providing they continue to pay the premiums.

8.13 A Regular employee will be permanently laid off and deemed terminated where:

- (a) the employee has rejected a recall, or
- (b) the employee has failed to respond with their acceptance of the recall within five (5) working days of the date of receipt of the recall letter, or,
- (c) the employee fails to report to work within ten (10) working days after acceptance of the recall, or,

- (d) pursuant to 8.14.2, the employee elects to take severance pay prior to the expiration of the two (2) year recall period, or,
- (e) the employee is not recalled within two (2) years from the date of layoff.

8.14 Severance Pay

- .1 A permanently laid off and therefore terminated Regular employee shall receive severance pay as follows:

One week per completed net credited year of service for the first five (5) years of employment, and two (2) weeks per completed net credited year of service thereafter to a combined total of thirty-five (35) weeks maximum.

- .2 A laid off employee may elect to forfeit their two (2) year recall and request their severance pay at any time during the recall period. In this event, the employee would be permanently laid off and terminated.
- .3 In the event of the death of an employee who is on layoff or has received layoff notice and is eligible for severance pay, all or any remaining portion of severance pay shall be payable to the beneficiary of the deceased employee.

In addition to the severance pay, an employee will receive two (2) weeks notice or pay in lieu of notice.

ARTICLE 9 – TECHNOLOGICAL CHANGE

- 9.01 For the purpose of this Article, Technological Change means the introduction of equipment or material, or a change in the manner in which the Company carries on the work, undertaking or business that is directly related to the introduction of that equipment or material, which is likely to affect the security of employment of regular employees.

- 9.02 The Company agrees that it will endeavor to introduce technological change in a manner which as much as is practicable, will minimize the disruptive effects on services to the public and employees.

- 9.03 Where the Company proposes to effect a technological change that is likely to affect the terms and conditions or the security of regular employees, it shall give the Union notice preferably at least nine (9) months but not less than one hundred and twenty (120) days prior to the introduction of such technological change.

Such notice shall include the following:

- 1. The nature of the change.
- 2. The date on which the Company proposes to effect the change.
- 3. The approximate number and type of employees and location likely to be affected by the change.
- 4. The effects the change may be expected to have on the terms and conditions or the security of employment of Regular employees covered by the Collective Agreement.

- 9.04 During this period, the Company agrees to consult with the Union regarding the steps to be taken to assist employees who could be affected. Discussions will include the following:

- 1. Health and Safety aspects of the change.
- 2. The date of implementation of the change.
- 3. How the change will be implemented.

The Company shall make all reasonable effort to ensure that no present regular employee, who is covered by this Agreement, shall lose their employment as a result of the introduction of a technological change.

9.05 The Company recognizes its responsibility to retrain employees displaced by the introduction of technological change. The following retraining provisions will apply:

1. Any employee requiring retraining to work with the new technology will receive whatever training is necessary on Company time at Company expense.
2. Training will be provided on Company time and at Company expense to qualify employees displaced due to technological change to allow them to qualify for vacant positions within the Company.
3. If the employee after receiving training (not to exceed training that would normally be given to a new employee being hired for such a position) fails to qualify for the position, they shall be moved at the Company's expense to the previous place of employment and placed on layoff with right of recall at that location.

9.06 When technological change reduces or makes positions covered by this Agreement redundant, regular employees in such positions shall be subject to layoff provisions as identified in Article 8.

ARTICLE 10 – RESIGNATION AND DISMISSAL

10.01 A regular employee wishing to resign shall send written notice to the immediate Manager at least two (2) weeks before leaving service.

10.02 When the service of a Regular employee is dispensed with, such employee shall receive two (2) weeks' notice from the Company except when dismissed for just cause.

ARTICLE 11 – DISCIPLINARY ACTION

11.01 For disciplinary reasons, an employee shall not receive a verbal warning, a written reprimand, be suspended, demoted or dismissed, except for just cause.

11.02.1 The Company agrees, except in the case of verbal discussion with employees covered by this Agreement to notify the Local President, in writing, within seven (7) days of all cases of dismissal, suspension or disciplinary action. In all cases, for the purpose of confidentiality, only the Local President may consult with the employee concerned.

.2 When it is planned to reprimand and/or discipline an employee, or to obtain information in the presence of the employee's Manager, which may result in the employee being reprimanded or disciplined, the employee will be informed of their right to have a Union Representative present if desired.

.3 Where circumstances require the spontaneous imposition of discipline, the Company undertakes to advise the National Representative or Chief Steward or Steward as soon after as possible.

11.03 An employee may grieve, in accordance with Article 12, the imposition of any measure referred to in section 11.01 and 11.02 which they feel was imposed without just cause.

11.04 In the case of dismissal the matter may be referred directly to the second Step of the grievance procedure as provided in Article 12.

11.05 All measures referred to in section 11.01 and 11.02 shall form and become part of the disciplinary record of that employee.

11.06 An employee is entitled to examine their own complete personnel file, upon request to their immediate Manager. Such request shall normally be made no more than once per year. The Manager shall maintain the right to schedule the number of appointments at any one time. After reviewing the file, the employee may discuss the file with their Manager with a view of revision or

update if necessary. In the event of a grievance, the employee and/or a Union Representative, with the employee's approval, shall be entitled to examine their own complete personnel file.

- 11.07** The Company shall remove all letters or references of a disciplinary nature in an employee's personnel file after two (2) years, providing there have been no further disciplinary letters placed within the employee's personnel file within that two (2) year period.
- 11.08** If it is agreed at any Step in the grievance procedure or as a result of a decision by the Arbitrator that there was no cause for dismissal of an employee as a disciplinary measure, the employee shall be reinstated in accordance with the terms and conditions agreed upon between the Company and the Union or ruled appropriate by the Board of Arbitration.

ARTICLE 12 – GRIEVANCE

- 12.01** A "grievance" shall mean any difference relating to the meaning, application, or alleged violation of this Agreement.
- 12.02** A "grievor" may be an employee, group of employees, or the Union.
- 12.03** A "policy grievance" shall mean any difference arising between the Company and the Union relating to the meaning, application, or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable may be dealt with at a grievance commencing at Step 3. The Union or the Company may, by mutual agreement initiate a policy grievance at Step 2. Whenever such a difference arises between the Union and the Company, there shall be no stoppage of work, but the parties shall confer in an effort to settle the differences.
- 12.04** When a grievance is submitted in writing, it shall be on a standard grievance form agreed to by both parties and to be supplied by the Union.
- 12.05** "Day" for the purpose of this Article shall mean any day that is not a Saturday, Sunday or a Statutory Holiday as per Article 16.
- 12.06** Working Day Limitations to file a Grievance:
Discharge or Suspension - five (5) days with automatic progression to Step 2.
All Other Matters - twenty (20) days from the time the employee has become aware or should have become aware of the alleged violation.
- 12.07** Step 1 – A grievance shall be discussed with the immediate Manager by the grievor or the grievor accompanied by the Steward. Management shall have five (5) days from the date the grievance is discussed in which to render a verbal decision.
- 12.08** Step 2 – If a satisfactory settlement is not obtained under the previous step the grievance may be submitted in writing by the Steward, Chief Steward or Clerical Representative to the next level of Management within five (5) days of the disposition of the matter at Step 1. Management, including a **Consultant, Labour Relations**, shall have ten (10) days to convene a meeting with the Local Grievance Committee and render a written decision. If deemed necessary by either party, the grievor shall be present at this Step.
- 12.09** Step 3 – If a satisfactory settlement is not obtained under the previous step, then the grievance may be submitted to the Senior Consultant, Labour Relations or designate within fifteen (15) days of the disposition of the matter at Step 2. The Senior Consultant, Labour Relations or designate shall within fifteen (15) days to convene a meeting with the Union Grievance Committee and render a decision in writing.
- 12.10** Company responses at Step 1 to Step 3 will be given or sent to the Union official who initiated the Step.
- 12.11** Time limits specified in Steps 1 through 3 may be extended at any time by mutual agreement in writing.

12.12 Grievances filed in relation to the selection of employees on job postings shall be filed at Step 2 to the applicable Consultant, Labour Relations. The grievance meeting will be held in the location where the grievance originated with the local Grievance Committee and the applicable Consultant, Labour Relations or designate. The Company will inform the selected applicant for a posted position if a grievance is received related to their selection for the position.

12.13 Grievance meetings held in relation to Step 1 and 2 of this procedure will be held in the location where the grievance originated. Step 3 meetings will normally be held in Winnipeg, unless circumstances concerning the cause of the grievance necessitate this meeting to be held in a Regional location.

Grievance meetings may be held virtually at any step of the grievance process.

12.14 The Local Grievance Committee will consist of the Chief Steward or Clerical Representative and a Steward. The Union reserves the right to have the Local President at the Step 2 meeting.

12.15 The Company shall pay for wages during the grievance meeting and wages for time spent travelling in-town between Company buildings to attend grievance meetings. The Union shall be responsible for:

1. all transportation expenses,
2. out-of-town travel time, and
3. all other expenses for Union Grievance Committee members.

This shall be applicable for all Steps of the grievance procedure.

The Steward will be allowed to process grievances on Company time to the extent outlined in this Article.

12.16 If the Company has a grievance against the Union the grievance may be submitted in writing by the Director, Labour Relations to the National Representative of the Union. A Step 3 meeting is to be held within five (5) days following receipt of the grievance. The Union shall render a written decision within ten (10) days of such a discussion.

12.17 The Union Grievance Committee referred to in Step 3 shall be a committee composed of two (2) members of the Union and the National Representative. In any case where it is considered necessary to bring in additional assistance, the Committee may be increased by one member.

12.18 The grievor shall have the right to attend any step of the grievance procedure.

12.19 Grievances which are not settled through the above Step 1 through 3 procedure shall be subject to Arbitration if either party makes service upon the other of written notice within twenty (20) working days of the decision being received from the Step 3 grievance meeting.

ARTICLE 13 – ARBITRATION

13.01 Where a grievance relating to the meaning, application, or alleged violation of this Agreement is still unresolved after the grievance procedure has been exhausted, there shall be no stoppage of work, but the Union or the Company may initiate Arbitration proceedings as outlined herein.

13.02 The party referring the grievance to arbitration shall refer the matter to a single arbitrator to be selected from the list of individuals below within fifteen days of the step 3 grievance response.

Karine Pelletier
Blair Graham
Diane Jones

13.03 The Arbitrator shall hold the hearing and issue an award as promptly as possible. In the event that said Arbitrator is not available for the matter in question to be heard, the parties agree to move to the next Arbitrator on the list in rotation.

- 13.04** 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 a decision the Arbitrator shall be bound by the terms and provisions of this Agreement. The decision of the Arbitrator shall be final and binding on the parties.
- 13.05** Each party shall pay one-half of the fees and expenses of the Arbitrator and the costs of their own witnesses and any other related costs.

ARTICLE 14 – SAFETY & HEALTH

- 14.01.1** The Company shall make provision for the safety and health of employees during working hours and the Union may from time to time, bring to the attention of the Company any recommended suggestions in this regard. In the event an employee identifies a Safety and Health concern, it shall be brought to the attention of the appropriate Manager and/or a Safety and Health Committee member where practicable, who will attempt to remedy, or resolve the situation.
- .2** The Company agrees that the Union may select representatives to a Workplace Safety and Health Committee, as per Part II of the Canada Labour Code.
- .3** The Company shall allow each member of the Committee, the Safety and Health representative, or their respective designates, to take Educational Leave for a period of two (2) normal working days each year without loss of pay or other benefits for the purposes of attending Workplace Safety and Health seminars, programs, or courses of instruction.
- 14.02 Safety Footwear**
- The Company agrees to provide Safety Footwear in accordance with the provisions in Policy 205.7.

ARTICLE 15 – OVERTIME

- 15.01** An employee covered by this Collective Agreement is subject to being called out or required to work on a continuous basis at any time to meet the communication needs of our customers, and for situations that will at times occur such as workload of an urgent nature, sickness that causes staff shortage etc. These types of occurrences can reasonably be considered emergencies that could justify compulsory overtime providing every reasonable effort has been made by the Company to cover such incidents on a voluntary basis.
- 15.02.1** Planned and non-emergent continuing overtime shall be requested by the immediate Manager in charge, to meet Company requirements.
- .2** Due consideration shall be given to the equal distribution of overtime relative to the abilities of the available personnel. This includes Called Out, Continuing, Preceding and Planned Overtime.
- .3** The Company shall provide the Union with a monthly report by Segment detailing employees scheduled through Workforce Analytics who worked overtime and the number of overtime hours worked.
- 15.03.1** Called Out Overtime – shall be defined as work performed in an emergency caused by disruption to the service and an employee is called out to report immediately. A minimum of two (2) hours shall be paid for Called Out Overtime.
- .2** Continuing and Preceding Overtime – shall be defined as work performed either immediately preceding and/or continuing after the normal hours of work as established in the Hours of Work Articles of this Agreement.
- .3** Planned Overtime – shall be defined as overtime for which the employee has been given at least twenty-four (24) hours notice in advance.

- 15.04.1** An employee who is requested to work overtime shall be paid for time worked outside the normal hours of work as established in the respective Hours of Work Articles of this Agreement reported to the nearest quarter hour at applicable overtime rates.
- .2** Overtime worked by Clerical Part-time employees will be paid when daily hours worked exceed seven (7) hours and fifteen (15) minutes or thirty six and one quarter (36.25) hours per week.
- 15.05** Payment for all overtime will be on the basis of double time.
- 15.06.1** A call out for immediate reporting to the job will be paid for at the applicable rate from the time the employee is called and shall continue after completion of the job for the period necessary to travel home, provided the Company has the right to check on the travelling time involved. This applies to paragraph 15.03.1 only.
- .2** Called Out Overtime other than for immediate reporting shall be paid from the time the employee arrives on the job to the time leaving the job.
- 15.07** A clerical employee who is required to work overtime for a minimum of two (2) hours preceding their regular tour of duty, or a minimum of two (2) hours continuing after their regular tour of duty, shall be allowed a paid twenty (20) minute relief period which shall be counted as time worked.
- 15.08 Vacation Overtime Provisions (V.O.)**
- .1** An employee working overtime for which they are entitled to payment at the rate of double their regular wage rate, shall elect to be paid for such overtime in accordance with the following:
- (a)** Such overtime to be paid for at the overtime rate, or
 - (b)** The option of receiving straight time overtime for each hour worked, plus the equivalent number of hours as time off, or
 - (c)** The option of receiving double time off.
 - (d)** Payout shall be based on the employee's current rate of pay.
- .2** If the employee elects to receive time off in lieu of overtime rates they shall inform their Manager of this option prior to reporting such overtime.
- .3** The maximum amount of time an employee may bank and maintain will be equivalent to two (2) weeks (straight time) based on the normal working day as defined in the respective Hours of Work Articles.
- .4** V.O. will be taken at a time mutually agreeable to the employee and their Manager. Such V.O. will not be taken in less than ¼ hour units during slack periods. When an employee has given more than twenty-four (24) hours notice of a request to take V.O., permission for the time off shall not be unreasonably withheld if, time off can be satisfactorily arranged. V.O. will not be granted if it would directly result in more overtime. Where the demands of service necessitate, the Company shall have the right to defer a V.O. request. Scheduled V.O. may be cancelled with twenty-four (24) hours notice due to unforeseen circumstances.
- .5** On request, an employee may elect to have their banked overtime paid on their regular pay cheque. Such payment will only be made in increments of one (1) day's pay or 100% of all banked overtime credits.
- .6** Prior to April 30th of each year, employees must elect one of the following options. No carryover will be allowed:
- (i)** Receive payment in full for all outstanding Vacation Overtime Credits;
 - (ii)** Bank eligible Vacation Overtime Credits pursuant to Article 29 (option ceases effective May 1, 2021)

Effective January 1, 2021

- .6** An employee must receive payment in full for all outstanding Banked Overtime prior to the end of each vacation year, on the thirty-first (31st) day of December. No carry over will be allowed.

- .7 The scheduling of annual vacations shall take precedence over V.O.
- .8 Service requirements and seniority will be considered when granting V.O.
- .9 At an employee's request, V.O. time provisions shall apply to a Company Statutory Holiday which is included as part of employees regular schedule.

ARTICLE 16 – HOLIDAYS

- 16.01** The following shall be recognized as Company holidays for which employees shall suffer no reduction in pay on account of the closing of Company offices:

New Year's Day	Floating Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Victoria Day
Christmas Day	Canada Day
Boxing Day	Terry Fox Day

National Day for Truth and Reconciliation

By November 1st of each calendar year, a Regular Full-time employee shall submit to their immediate Manager, a first, second and third choice request for their Floating Holiday for the following calendar year. Where none of the employee's requests can be granted, and where alternate dates cannot be mutually arranged in accordance with the requirements of service, the employee shall be scheduled December 31st of the following calendar year as their Floating Holiday.

Employees shall receive confirmation of their approved Floating Holiday by December 15th of each calendar year.

Clerical Regular Part-time employees, Clerical Part-time employees and Term employees, shall receive pay only for the Floating Holiday pursuant to Article 16.06. For pay purposes only, June 30th of each calendar year shall be designated as the Floating Holiday for employees in the above-noted classifications.

Clerical Regular Part-time employees, Clerical Part-time employees and Term employees working on June 30th shall not receive premium holiday pay.

Any additional holiday proclaimed by the Government of Canada as a holiday for the general public shall be recognized as a Company holiday.

- 16.02** A holiday falling on a day between Sunday and Saturday inclusive, shall be included in the weekly schedule for all employees for that week, but not including employees who are absent on Leave without pay. However, an employee on such Leave who works fifteen (15) days during the thirty (30) days immediately preceding a Company holiday will receive Statutory Holiday pay for that holiday.
- 16.03** An employee is entitled to receive Statutory Holiday pay, whether or not they are scheduled to work unless they are absent from work without authorization on the scheduled work day prior to or following such holiday.
- 16.04.1** All holidays shall be observed on the day on which they fall, except for those employees covered by 16.04.2.
- .2** When any of the above holidays falls on a Saturday or Sunday, which is normally a non-scheduled working day for an employee, the following working day(s) shall be observed as the holiday unless the demands of the service require otherwise.
- 16.05** An employee who works on a Company holiday shall receive double time premium pay, in addition to their Statutory Holiday pay.

- 16.06** Statutory Holiday Pay – Clerical Part-time employees to receive normal pay for all Company Holidays if they have worked 108.75 hours in the thirty (30) days immediately preceding the holiday:

If less than the above hours are worked, payment will be on a prorated basis.

- 16.07** Company work schedules shall minimize, as far as is practicable, the need for employees to work on Company holidays.

ARTICLE 17 – ANNUAL VACATIONS

- 17.01.1** Commencing January 1, 2021, the vacation year will be calculated as the period beginning on the 1st day of January and ending the 31st day of December of the same year. Employees shall receive their full vacation entitlement effective January 1st of each year. Each year's vacation must normally be taken before December 31st of that vacation year.

Note: To accommodate the transition to the Bell vacation year commencing January 1, 2021, from May 1, 2020, to December 31, 2020, employees shall accrue vacation which shall be placed into a Surplus Vacation Account which must be used prior to December 31, 2023.

- .2** A vacation week shall consist of seven (7) consecutive calendar days.
- .3** A week of vacation for a Full-time employee, as referred to in this Article, shall consist of five (5) working days with daily hours of work in accordance with the respective Hours of Work Articles.
- .4** An employee absent from duty with or without pay for an accumulated period exceeding eight (8) weeks, excluding vacation, on duty accidents, maternity and/or parental leave during the twelve (12) months previous to December 31st shall have their vacation period reduced proportionately for each week of absence in excess of the first eight (8) weeks. Less than one-half of the working days worked in a week will constitute a week of absence for vacation credits, (five (5) working days average week).
- .5** When a holiday is observed within an employee's annual vacation they shall be granted one (1) additional day vacation. The additional day must be taken as mutually arranged with the Department.
- 17.02.1** An employee who resigns, is laid off or terminated will be allowed vacation, or pay in lieu thereof, in accordance with the vacation credits they have earned but not received.
- An employee who resigns or is terminated, who used more vacation in a vacation year than was earned, shall have the vacation overpayment deducted from their final pay.
- An employee who is laid off or who departs the Company through a VRTIP, who used more vacation in a vacation year than was earned, shall not have the vacation overpayment deducted from their final pay.
- .2** An employee who is retiring shall be allowed to take vacation that they have earned but have not taken prior to their effective retirement date. An employee who retires under the Company Pension Plan (regular retirement) or who retires for health reasons (disability retirement under the said Plan) shall have the option of working until their actual retirement date and receive pay in lieu of such earned vacation.
- 17.03.1** An employee who has less than two (2) years of Net Credited Service as of December 31st will be allowed .192 of a day as vacation with pay during the first and second vacation years for each week of service as of December 31st of the respective year. Two and one half (2½) or more days worked in a week will constitute a week of service for vacation credits. When computing such vacation credits, fractions of less than one-half will be dropped, fractions of one-half or more will be considered a full day.

- .2 An employee who has completed two (2) years of Net Credited Service as of December 31st, will be allowed three (3) weeks of vacation with pay in the following year and each year thereafter.
 - .3 An employee shall, in the vacation year in which their sixth (6th) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed four (4) weeks vacation with pay.
 - .4 An employee shall, in the vacation year in which their fourteenth (14th) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed five (5) weeks vacation with pay.
 - .5 An employee shall, in the vacation year in which their twenty-first (21st) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed six (6) weeks vacation with pay.
 - .6 An employee hired prior to June 14, 2014 shall, in the vacation year in which their thirty-fourth (34th) Net Credited Service anniversary date falls and in each succeeding vacation year, be allowed seven (7) weeks vacation with pay.
 - .7 The three (3), four (4), five (5), six (6) and seven (7) weeks vacation may be taken on a consecutive basis only when taken between January 1st and April 30th and November 1st and December 31st or as arranged by the Department.
- 17.04.1** Vacation will be arranged in accordance with the requirements of the service, the vacation period being considered to be from January 1st to December 31st in any calendar year. .
- .2 As soon as possible in the previous calendar year, but by December 31st, vacations for the upcoming vacation year commencing January 1st including three (3), four (4), five (5), six (6) or seven (7) weeks where applicable, shall be scheduled by segments giving due consideration to the length of service of employees and employees' preference insofar as the exigencies of the service will permit. Employees shall be given preference of choice within their respective segments in accordance with their seniority. In any case of dispute, the Department Manager shall make the final decision.

Note: Vacation schedules by segments shall include all classifications of employees (i.e. Regular Full-time, Regular Part-time, Clerical Part-time and if applicable, Term Employees) together on one list. Vacation shall be selected in accordance with seniority.
 - .3 Owing to the nature of the Company's business, there are times when it is impossible to grant vacation to some classes of employees. It follows, therefore, that in the scheduling referred to in the paragraphs above, the Company reserves the right to deny any dates requested by employees concerned; however, the Company agrees that where an employee qualifies by Net Credited Service, for three (3) or more full weeks of vacation, the arrangement shall normally allow for two (2) consecutive weeks vacation between May 1st and October 30th.

During the first and second rounds of vacation selection, employees, in order of seniority, shall have the right to select one (1) or two (2) consecutive weeks vacation between May 1st and October 30th, or one (1) or two (2) consecutive weeks between January 1st and April 30th and October 31st and December 31st. Employees will not be entitled to select vacation weeks in both prime time and non-prime time vacation periods during the first and second rounds of vacation selection.

During the third round, employees may complete their vacation selection in any available weeks.
 - .4 (a) Vacations shall not be accumulated nor taken consecutively and must be taken before December 31st of that vacation year. Vacations of one (1) week or over shall normally commence on a Monday and other than the third (3rd), fourth (4th), fifth (5th), sixth (6th) and seventh (7th) week, when applicable, shall be taken in one unbroken period, unless under special arrangement with the Department.

- (b) It is understood that an employee will not be required to work the Saturday and Sunday immediately prior to and the Saturday and Sunday immediately following their vacation.

17.05 Clerical Part-time employees shall accrue vacation credits. Vacation accrual shall be determined in accordance with the employee's Net Credited Service (NCS) date. Paid vacation credits shall be prorated based on the number of hours worked by the Part-time employee in the current vacation year.

Part-time employees are required by seniority to schedule paid time off for vacation purposes in accordance with the provisions of this Article. Seniority shall accrue for all hours reported as paid and unpaid vacation.

ARTICLE 18 – JOB POSTINGS, PROMOTIONS & TRANSFERS

18.01.1 (a) When a candidate is required for a Regular position vacancy or for a newly created position, the Company shall notify the Union in writing and such regular position vacancy or newly created position shall be posted on the Company's intranet site for a period of seven (7) working days.

(b) The following selection sequence shall apply when filling Regular posted vacancies:

1. The Company will select firstly from Regular applicants and Clerical Part-time and Term applicants who have three (3) or more years accrued seniority.

Note: It is understood that in order for Term employees to compete as outlined above, they must have previously been Part-time status.

2. Secondly, from Clerical Part-time and Term applicants who have less than three (3) years accrued seniority. Should Clerical Part-time and Term employees apply to Regular posted vacancies in their same position title and wage grade, the senior Clerical Part-time or Term employee shall be awarded the position provided the senior candidate has acceptable performance and attendance.
3. If there are no applications received through Steps 1 and 2 as outlined above, or if there is no applicant qualified for the posted Regular position vacancy or newly created position, the Company shall be at liberty to fill the posted vacancy in any manner it considers best.

(c) When a candidate is required for a Clerical Part-time position vacancy or for a newly created Clerical Part-time position, the Company shall notify the Union in writing and such Clerical Part-time position vacancy or newly created position shall be posted on the Company's intranet site for a period of seven (7) working days.

It is understood that there shall be no selection sequence for filling Clerical Part-time vacancies. The Company is at liberty to fill the posted positions in any manner it considers best.

18.01.2 (a) The Company maintains the right to laterally transfer an employee within Winnipeg, or within the same location in a Region, without posting that position. A lateral transfer shall be defined as the transfer of an employee to the same classification with no loss of wages. This does not include Schedule A employees.

(b) Where workload necessitates the lateral transfer of an employee or the transfer of an employee to a lower rated position the following provisions will apply:

1. Voluntary

The Company will first give consideration to the Regular employee(s) in the area of the affected position who volunteers and meets the essential qualifications of the position to be filled.

In such cases, the qualified employee(s) with the most seniority will be selected.

Where there are no qualified employee(s), the volunteer with the most seniority will be selected.

2. Involuntary

The most junior Regular employee(s) in the area of the affected position(s) will be selected for the position(s) to be filled.

Note: Employees involuntarily transferred under this clause will be provided normal training to allow them to meet the requirements of the position.

Employee(s) involuntarily transferred shall be afforded the opportunity, upon request in writing, to return to their former area and position provided a vacancy occurs within six (6) months of said transfer. The order in which such employee(s) may return shall be in accordance with their seniority.

3. Notification

The Company shall provide the Union ten (10) working days notice. Upon request, the Union will be afforded an opportunity to review the situation within said notice period with the Company prior to the transfer(s) occurring. Failure to provide notice will result in a delay of the implementation of the transfer(s).

4. Wage Treatment

Employees who transfer to a lower rated position through 18.01.2 (b) shall receive the same wage treatment as that provided under Article 8 – Layoff.

18.01.3 When a position becomes vacant, it shall be posted within fifteen (15) working days. If it is not posted, the Company agrees to notify the Union of the reason.

18.02 The posting shall contain the following information: location of position and Department, Manager's title, duties, qualifications, wage rates, closing date and hours of work if non-standard.

18.03 Employees shall be entitled to submit a written application for posted Regular or newly created positions.

In the case of an employee who initiates and obtains a lateral move or demotion, they shall have their application for a further lateral move or demotion refused, unless said application is made later than six (6) months from the date the employee obtained their present position or at the judgment of the Company, such further lateral move or demotion is beneficial to both the employee and the Company. The judgment of the Company will be based on the merits of each individual case.

18.04 All applications and resumes to posted positions shall be submitted electronically. Applications which are not submitted electronically or which are not received by the removal date shown on the posting will not normally be considered.

18.05 Selection of the successful applicant for a posted position will normally be made within twenty (20) working days of the closing date of the posting. When a delay which will exceed the said twenty (20) day period is encountered, or if a position posting is cancelled, the Company will notify the Union and applicants of such delay or cancellation. Where possible, the reasons for such delay in selection of the successful applicant will be outlined in the notification.

18.06 Should a second vacancy occur in a posted position within **four (4) calendar months** after the closing date of the posting, the Company may fill such vacancy using applicants from the initial posting rather than posting the second vacancy. The Union will be notified of all such occurrences.

18.07.1 When selecting an applicant for a posted Regular position vacancy or for a newly created position, the Company will consider seniority, qualifications, ability and acceptable performance. Seniority shall be given every consideration in accordance with this Agreement and shall be the governing factor in the case of relatively equally rated applicants.

Note: For positions up to and including Clerk IV, selection will be based on the most senior candidate who meets the qualifications of the posted vacancy and who has acceptable work performance and attendance.

18.07.2 An employee will be paid the appropriate rate of pay two (2) weeks after they have been officially appointed to a new position.

18.08.1 When a posted vacancy covered by this Agreement is filled, written notification of the successful applicant will be provided to the Union and all other applicants who were interviewed for the position. A copy of the list of applicants to a posted position shall also be provided to the Union following completion of the selection process.

.2 An applicant who alleges that the selection of the successful candidate is in violation of this Agreement, may, within twenty (20) days following the date of the notification provided for in paragraph 18.08.1 of this Article, lodge a grievance commencing at Step 2 of the grievance procedure as covered in Article 12 - Grievances.

.3 An employee who completes a test in relation to a vacancy covered by this Agreement will be required to sign and date the test. Employees who have not achieved a satisfactory result, will be entitled to review the test at a time mutually agreeable with their Manager.

18.09 An employee wishing to be considered for a lateral move or for a move to a lower rated position may submit their request electronically via the Lateral Transfer Request on the Company's intranet site. A copy of such request will automatically be available to Human Resources. Such requests will be reviewed and considered by the Human Resources Department on the merits of each individual request. All requests will be acknowledged in writing. Upon request, a list of applicants can be provided to the Union. Employees will assume their own relocation expenses.

Each calendar year, employees are required to renew their Lateral Transfer Request in order to be considered for lateral transfers in that calendar year.

18.10 An employee promoted to another position, either in or out of scope of this Agreement, or transferred as a result of their application for a posted position, shall serve a trial period of up to six (6) months in their new position. In the event the employee finds themselves unable to perform the duties of the new position or their performance proves to be unsatisfactory, they shall be returned to their former position or a comparable position for which they can qualify, at their former salary. Any other employee promoted or transferred because of the initial promotion shall also be returned to their former position at their former salary. However, if a vacancy exists at the same grade as the classification of the displaced employee and they can qualify for such vacancy, every effort will be made to arrange for a transfer to that position.

18.11 The Union shall be notified in writing of all promotions, demotions and transfers.

18.12 Temporary Vacancy or Position

The Company is committed to the development of well-trained employees. Employees may utilize temporary positions to develop their skills and broaden their knowledge of the Company.

Temporary Vacancies of five (5) weeks or more will be filled in accordance with procedures outlined below. Such vacancies may be a result of sickness, Workers Compensation, vacations or Leave of Absence, or Temporary Vacancies which are normally filled by hiring a Term employee, or where there is a need to temporarily assign an employee to a higher classification.

Note 1: Term, Probationary and employees who are serving a trial period are not eligible to apply for Temporary Transfers.

Note 2: Clerical Part-time employees will only be considered if there are no qualified or available Regular employees.

1. Temporary vacancies in positions equal to or higher than Clerk IV and which are covered by this Agreement:

(a) Senior Regular employee in the segment who volunteers and meets the essential qualifications and has acceptable work performance and attendance. Depending

on the size of the segment and service requirements, some rotation of senior qualified employees would be considered.

Note: Where there are no qualified Regular employees in segments that have Part-time employees in that job classification, Part-time employees within the segments will be considered when filling Temporary Vacancies.

- (b) Senior employee in the Company who volunteers and meets the essential qualifications and who has acceptable work performance and attendance, and is on the Temporary Transfer List.
- (c) If no candidate via the above process, fill by Management discretion.

Note:

1. If a candidate is selected via the above process, back fill at Management discretion.
2. Duration up to twelve (12) months. Extension by mutual agreement.
3. Any Temporary Vacancies or positions over twelve (12) months would be posted.
4. On postings of twelve (12) months or over the employee would be responsible for all transfer/transportation expenses, including board and lodging.
5. Selection of candidates for temporary positions will be based on seniority, essential qualifications, service requirements and acceptable work performance and attendance.
6. The Company maintains the right to laterally transfer an employee in the same location. If the lateral transfer is to a different location, the Company would first consider volunteers from locations where service requirements permit and where it is economically feasible to do so. Where there are no volunteers a junior qualified employee with the same job title, from a location where service requirements permit and where it is economically feasible to do so would be designated for transfer. The Company would be responsible for all transfer/transportation expenses, including board and lodging.
7. Upon expiry of temporary assignment the employee will return to their former position and rate of pay.
8. Management discretion if a Temporary Vacancy should be filled.
9. Temporary Vacancies in classifications equal to or lower than Clerk III will be filled at Management's discretion.
10. On vacancies of less than five (5) weeks, the Company will follow the procedure outlined in 1(a).
11. Segment shall be defined as a group of multi-skilled employees performing similar work.

Temporary Transfer List

1. A Temporary Transfer List will be established for the Company in Winnipeg and for each location outside of Winnipeg.

Employees wishing to be considered for a Temporary Transfer shall submit their request electronically via the Temporary Transfer Form on the Company's intranet site. Such request will be automatically available to Human Resources. Employees may consult with their Consultant, Labour Relations regarding any concerns on Temporary Transfers.

Note: Employees must not submit Temporary Transfer requests outside of their location.

2. Each calendar year, employees are required to renew their Temporary Transfer Requests in order to be considered for temporary transfers in that calendar year.

Upon request, an updated Temporary Transfer List will be sent to the Union.

ARTICLE 19 – WAGE ADMINISTRATION

- 19.01** Payday shall be every second Friday for all employees. Where a Company holiday falls on a payday, employees will be paid on the preceding work day.
- 19.02** The starting rate for a new employee shall be established by the Company based on the applicant's skills and previous related experience.
- 19.03** In cases where the wage grade or wage rate for a job is downgraded due to changes in the job content, the rate of pay in effect for the employee will sustain at the appropriate pay step of the new wage grade or range and they shall continue progression to the maximum of that grade or range.
- However, if an employee is at or above the maximum rate for the new wage grade or range, progression shall be discontinued, with the employee being frozen (red circled) at their existing rate, until such time as they are transferred to a job having a higher maximum rate or until the new job grade receives a maximum exceeding the frozen rate.
- 19.04** When an employee, who is at their maximum rate, is promoted to a higher wage grade, they shall have a new increment date established in accordance with paragraph 19.09 of this Article.
- 19.05** Due to the many varying situations brought about by movement between "Wage Schedules", it becomes difficult to lay down hard and fast rules for promotional treatment. The Company will apply judgment in assessing various situations, keeping in mind, however, the general guidelines for promotions, as follows:
- .1 Wage Schedule 1**
- Promotional treatment is governed by the extent of the move, measured by the number of grades involved, that is, one (1) increment for each grade moved:
- (a)** Grade 4 promoted to a Grade 5 position is a one (1) grade move and would be one (1) increment.
- (b)** Grade 4 promoted to a Grade 6 position is a two (2) grade move and would be two (2) increments.
- 19.06.1** Scheduled increments shall be granted in accordance with the Wage Schedules as set forth in the Appendices annexed hereto, unless delayed or withheld for reasons as outlined in paragraph 19.10 of this Article.
- .2** Regular Part-time and Clerical Part-time employees shall be eligible for increments based on accumulation of 946 hours.
- 19.07.1** Increments shall be effective on the first day of the bi-weekly pay period closest to the first of the month in which the increments are due. Increments, which become due during the first half of the month, shall be due on such day. Increments, which become due during the last half of the month, shall be due on such first day of the following month.
- .2** An employee at present on a maximum rate of pay and given an increment on subsequent reclassification shall have their increment date established as of the date of reclassification.
- 19.08.1** Should the Company determine that an employee has not qualified for a scheduled increment due to unsatisfactory work performance, the employee and the Union shall be so advised in writing one (1) month prior to the date such increment would have become due.
- .2** A scheduled increment shall not normally be withheld longer than six (6) months. If after a period of six (6) months from the date that the scheduled increment was withheld, the Company considers the employee's services still unsatisfactory, the Company may deem the employee to be at their maximum rate until such time as the Company considers an increment is warranted by improved work performance. A new increment date would be established at the time. If after a period of up to six (6) months from the date that the scheduled increment was withheld, the Company considers the employee's work satisfactory, the employee shall be granted the

increment and a new increment date shall be established as of the date of granting the withheld increment.

- .3 A scheduled increment which an employee would have received had they been on the job, shall not be made effective while they are absent due to sick leave, sick furlough, quarantine, or other approved absence (exclusive of vacation, on duty accident and bereavement leave). The date of granting such scheduled increment shall be the regularly scheduled increment date extended by the period of absence, calculated to the nearest whole month, provided that absence for half or less of the working days in a month will not be counted as a month and more than half of the working days in a month will be counted as a full month.

Where an employee would have been eligible for a scheduled increment during a maternity, parental or compassionate care leave, such increment shall be deferred and implemented effective the date of the employee's return to work. An employee's regularly scheduled increment date shall not be extended by the period of absence related to maternity, parental or compassionate care leave.

- .4 An employee absent from duty with or without pay for an accumulated period of one (1) month or more (exclusive of vacation, bereavement leave and on duty accident) during one (1) yearly or two (2) consecutive half yearly increment periods shall have their scheduled increment date extended one (1) month for each month's absence calculated to the nearest whole month, provided that absence for half or less of the working days in a month will not be counted as a month and absence for more than half the working days in a month will be counted as a full month twenty-two (22) working day average month.

19.09 The Schedule of Wages as set forth in the Appendices hereto annexed shall form part of this Agreement.

19.10 During the life of the Agreement, where the Company creates a new position or significantly changes the job content of an existing position, the Company will negotiate an appropriate rate of pay with the Union. Should the parties not reach agreement either party may refer the matter to Arbitration as per Article 13 of the Collective Agreement to determine the rate of pay.

19.11 Nothing in this Agreement shall be construed to reduce the rate of pay of an employee who, as of the effective date of this Agreement, received a higher rate of pay than that established for the wage group.

ARTICLE 20 – TRAVELLING AND TRANSPORTATION

20.01.1 When an employee is required to travel outside of their headquarters, other than to and from their daily work, the Company shall furnish transportation, including sleeping accommodation and meals.

When an employee is required to travel within their headquarters other than to and from their daily work, the Company shall furnish transportation.

- .2 Time travelling on Company instructions within the Province of Manitoba only, between regular or temporary headquarters shall, when practicable, be during normally scheduled working hours. Should travel extend outside normally scheduled working hours, the employee shall be paid at a rate of time and one-half with the following exceptions:

- (a) When sleeping accommodations are provided en route, no wages shall be paid the employee for the period between 10:00 p.m. and 8:00 a.m., and
- (b) No wages shall be paid the employee for a period of one (1) hour in respect of each meal en route paid for by the Company.
- (c) When an employee is directed to travel outside normal working hours and the specific time and method of transportation by which they must travel is selected by the Company, they shall be paid at overtime rates.

- .3** When an employee is required to spend time outside the normally scheduled working hours travelling within the Province of Manitoba to attend training courses, they shall be paid at a rate of time and one-half providing such course is held away from the employees normal place of domicile with the following exceptions:
- (a)** When sleeping accommodations are provided en route, no wage shall be paid the employee for the period between 10:00 p.m. and 8:00 a.m., and
 - (b)** No wages shall be paid the employee for a period of one (1) hour in respect of each meal en route paid for by the Company.
- .4** When an employee is required by the Company to spend time travelling by air, outside normally scheduled working hours, outside the Province of Manitoba, compensation at a rate of time and one-half shall be paid for the following:
- one (1) hour prior to flight time;
 - the duration of the flight; and
 - one (1) hour following flight time.
- 20.02** An employee who is to be regularly employed in a new locality and is moved from one locality to another at the request of the Company shall receive transportation for themselves, their immediate family and their household effects and any additional benefits in accordance with Company policy. Where possible fourteen (14) calendar days notice shall be given to the employee.
- 20.03.1** When the tour of any employee begins or ends between 12:00 midnight and 6:00 a.m., they shall, if they so desire, be provided with adequate transportation as follows:
- (a)** To their usual place of residence if such residence is no more than ten (10) kilometres beyond the designated boundary.
 - (b)**
 - 1.** Designated boundary for Winnipeg shall be the Perimeter Highway.
 - 2.** Designated boundary for Provincial Offices shall be the City or Town limits.

ARTICLE 21 – BOARD AND LODGING

- 21.01.1** When an employee who is temporarily reassigned or on a Company related course, and reports at the scheduled time to a reporting centre, the following shall apply:
- (a)** The Company will supply lodging if it is required by the employee, but will not, under any circumstances make payment in lieu of lodging, except as provided for under paragraph 21.02 of this Article.
 - (b)** If the location of the centre is such that the employee cannot return to their headquarters for meals they shall be permitted board expenses, without receipts, as follows:
 - Breakfast.....\$11.75
 - Lunch.....\$16.80
 - Supper.....\$24.75
 - Incidental.....\$8.60
 - (c)** An incidental expense of eight dollars and sixty cents (\$8.60) for each overnight stop will be granted from the first day for an employee travelling away from their headquarters for two (2) or more consecutive nights. Incidental expenses are intended to cover such items as laundry, gratuities, parking, etc. An incidental expense is not applicable if an employee commutes daily from their regular domicile.
- .2** Where extraordinary expenses are incurred in high cost areas which are above the specified allowance, the employee, when authorized, will be allowed actual living expenses on production of receipts.

- .3** Under extraordinary circumstances, where an employee is required to stay overnight at a CDO or radio shack, a subsistence allowance of fifty dollars (\$50.00) or a pro-rata portion thereof, will be granted in accordance with 21.01.1.
- 21.02.1** An employee living south of the 53rd parallel who is temporarily reassigned or on a Company-related course whose board and/or lodging is being furnished by the Company, may be allowed only transportation expense to their regular headquarters on weekends but not to exceed the amount saved to by the Company on such board and/or lodging. The employee shall travel on their own time. This will also apply to employees living north of the 53rd parallel temporarily assigned to a location north of the 53rd parallel.
- .2** An employee living north of the 53rd parallel who is temporarily assigned to a location south of the 53rd parallel for more than a three (3) week duration will be granted one (1) paid return economy air fare (discount fare) to their regular headquarters once at the end of every third week. No meal allowance will be paid and the employee will travel on their own time. This will also apply to employees living south of the 53rd parallel temporarily assigned to a location north of the 53rd parallel.

ARTICLE 22 – SICK LEAVE BENEFITS

- 22.01** An employee who has been absent on account of sickness disability will normally be paid sick leave benefits for authorized absences incurred from and after the end of the first three (3) months of service in accordance with their Net Credited Service. Upon request by their manager, an employee shall provide written documentation from their physician substantiating their absence.
- 22.02** The following table shows in the right hand column the maximum number of days absence due to sickness for which the Company will, subject to the provisions of this Article, pay full wages to an employee in the year of their Net Credited Service shown in the left hand column after first deducting any previous days for which they have, since their Net Credited Service date, received sick leave benefits from the Company:

Service	Accumulation	Total
1 st 3 months service	No Allowance	
Next 3 months service	3 days full pay	3 days full pay
Next 6 months service	6 days full pay	9 days full pay
2 nd year of service	12 days full pay	21 days full pay
3 rd year of service	12 days full pay	33 days full pay
4 th year of service	12 days full pay	45 days full pay
5 th year of service	21 days full pay	66 days full pay
6 th year of service	22 days full pay	88 days full pay
7 th year of service	22 days full pay	110 days full pay
8 th year of service	22 days full pay	132 days full pay
9 th year of service	22 days full pay	154 days full pay
10 th year of service	22 days full pay	176 days full pay

Note: The “Accumulation” will be on the first day of the period for which the sick credits are granted. e.g. 1st day of the 4th year - 12 days full pay - Total - 45 days full pay.

Over ten (10) years of service, one hundred and seventy-six (176) days full pay.

- 22.03** Paid sick leave granted to an employee during their period of service with the Company will be charged against and deducted from their accumulated credits.

An employee, on return from sick leave, shall begin to accrue on a pro-rated basis, up to twenty-two (22) days sick leave to be credited on the anniversary of their Net Credited Service date.

Every year thereafter, on the anniversary of their Net Credited Service date, providing there was no paid sick leave, the employee would accumulate credits up to twenty-two (22) days for each

year of service, but not to exceed the maximum of one hundred and seventy-six (176) days as above provided.

Sick Leave Pro-Rata Calculation:

After 5 years service - number of sick days/260 x 22 = sick credit reduction

After 4 years service - number of sick days/260 x 21 = sick credit reduction

After 1 year service - number of sick days/260 x 12 = sick credit reduction

After 6 months service - number of sick days/ 130 x 6 = sick credit reduction

After 3 months service - number of sick days/65 x 3 = sick credit reduction

Sick Credit Reduction Rounding For Remainders:

Under .27 round down to zero

Over .26 and under .67 round to .50

Over .66 round up to 1.00

Examples:

Regular Full-time Employee With:

5 years service with 5 sick days:

$$5/260 = .02$$

$$.02 \times 22 = .44$$

Would result in a half day reduction to sick credit entitlement.

5 years service with 3 sick days:

$$3/260 = .01$$

$$.01 \times 22 = .22$$

Would not result in any reduction.

5 years service with 20 sick days:

$$20/260 = .08$$

$$.08 \times 22 = 1.76$$

Would result in a 2 day reduction.

Regular Part-time Employee Reduction Calculation:

Sick for 15 days

$$15 \times 7.25 = 108.75 \text{ hours sick}$$

108.75/regular hours accumulated for year x part-time entitlement = reduction.

22.04 No deduction from an employee's sick leave credits shall be made in respect of absence on a Statutory Holiday for which the employee is entitled to be paid.

22.05 When an employee not scheduled through Workforce Analytics expects to be or is absent from work for any reason, they are required whenever reasonably practicable, to notify their Manager prior to the starting time for their tour of duty, indicating the reason for the absence, on:

(a) Each day of absence if date of return is unknown; or

(b) The first day of absence if date of return is known.

Where reasonably practicable, the employee shall notify their Manager of their return to work, the day prior to their return.

All employees scheduled through Workforce Analytics are required to follow the agreed to Call in Procedures. The Procedures can only be revised with the agreement of the Union.

22.06 Unreported absence, absence without satisfactory reason or abuse shall be grounds for disqualification from benefits and/or disciplinary action. Abuse of personal absence shall be grounds for disciplinary action. The Company will consider any action based on the merits of each individual case.

22.07 An employee absent from work due to sickness disability, on Company authorized sick absence paid or unpaid, shall retain seniority rights upon return to employment.

22.08.1 Paid sick leave granted to employees during their period of service with the Company will be charged against and deducted from their accumulated sick credits **based on sick absence time used**.

Sick leave which is unpaid will be determined the same as paid sick leave.

22.09 Employees who are off work as a result of an on duty accident for which a Workers Compensation Claim has been filed, may request a cash advance pending receipt of initial Workers Compensation Benefits (WCB). It is understood that upon acceptance of the WCB Claim, all monies received in respect of sick leave credits must be reimbursed to the Company.

22.10 Sick Leave Benefits for Clerical Part Time Employees:

Clerical Part-time employees shall be eligible to accrue sick leave benefits based on actual regular hours worked in conjunction with this Article. For example, a Clerical Part-time employee would accrue three (3) days full pay for sick leave purposes following three (3) accumulated months of service (based on actual regular hours worked) from September 10th 1999 forward. After another six (6) accumulated months of service, the Clerical Part-time employee would accrue a further six (6) days full pay for sick leave purposes, etc. in accordance with this Article.

Clerical Part-time employees may utilize accrued sick leave benefits for authorized absences due to illness on a scheduled shift. Accrued sick leave benefits cannot be utilized for “called out” shifts accepted for the same working day. All applicable provisions of this Article shall apply to Clerical Part-time employees.

It is understood that Clerical Part-time employees are not eligible for Long Term Disability (LTD) benefits.

Note: Sick Leave Benefits for Clerical Part-time employees began to accrue in accordance with the above effective September 10th 1999.

Clerical Part-time and Term employees who changed to Regular Full-time status following September 10th 1999 will receive sick leave credits in accordance with Article 7.06 up to September 10th 1999. For greater clarification, a Part-time employee's Accumulation Account (AA) up to September 10th 1999 shall be used for the retroactive sick leave credit calculation pursuant to Article 7.06 as follows:

Example:

Part-time employee changes to RFT status November 1st 2000

AA Up to September 10th 1999 (7.06): 3 yrs/26 weeks = 4th year of service = 12 credits

AA Following September 10th 1999: 1 yr/00 weeks = 12th month of service = 9 credits

Retroactive Credits (7.06) = 12 credits Current Accrual = 9 credits = 21 sick leave credits**

Accrual from September 10th 1999 forward

** Assumes no usage of Sick Leave Credits from September 10th 1999.

Regular Full-time employees who change status to Clerical Part-time will maintain sick leave credits accrued while Regular Full-time status and will be eligible to use such credits in accordance with this Article.

22.11 Medical & Dental Appointments:

All employees who are eligible for Personal Leave Days (PLDs) should endeavor to schedule medical and/or dental appointments on their PLDs per the intent of the PLD Program. If this is not viable, and with supervisory approval, the employee may request time off with pay, providing:

- (a) The amount of time off requested does not exceed two (2) hours.
- (b) A request for Time Off has been submitted.

Wherever possible, PLD's should also be used for medical/dental appointments which will require an absence in excess of two (2) hours, per the intent of the PLD program. Where the Supervisor is satisfied that a PLD is not viable, time off will be paid for and charged as sick time, providing the employee has accrued sick credits.

Where the Supervisor is satisfied that a PLD is not viable, employees should make every effort to schedule their appointments with the least disruption to their work time/work day as possible. For greater clarification, the two (2) hour timeframe referred to above is not intended to be an automatic two (2) hour time allotment and therefore, medical/dental appointments should be scheduled with the least amount of lost work time as possible.

Part Time employees are expected to schedule medical/dental appointments on their days off.

ARTICLE 23 – MATERNITY AND PARENTAL LEAVE

23.01 Maternity Leave

All female employees are entitled to a Maternity Leave.

The Maternity Leave may be granted under one of two Plans:

1. **Plan A** – Maternity Leave without pay, or
2. **Plan B** – Maternity Leave with the Supplemental Maternity Allowance Plan benefits, if the employee has completed at least six (6) consecutive months of employment with the Company.

The following terms and conditions shall apply to both Plans:

- (a) The employee shall submit to the Company, a written application for Leave at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such Leave.
- (b) The employee shall provide the Company with a certificate of a health care practitioner certifying that she is pregnant.
- (c) Maternity Leave will be granted for a period not exceeding seventeen (17) weeks of the actual date of delivery (b); or if delivery has not occurred during the seventeen (17) weeks of the leave of absence, the leave of absence is extended until the actual date of delivery.
- (d) Maternity Leave shall commence no earlier than thirteen (13) weeks preceding the estimated delivery date.
- (e) An employee who wishes to resume her employment on expiration of her Maternity Leave shall be reinstated in the position occupied by her at the time such Leave commenced or in a comparable position, with not less than the same wages and benefits.
- (f) For an employee granted Maternity Leave, employment after termination of the Leave shall be deemed continuous with employment before the commencement of the Leave.
- (g) An employee who remains absent from work for a period in excess of seventeen (17) weeks following the actual date of delivery shall forfeit the right to be reinstated (except as in (c) above). The Company may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing prior to the expiration of the seventeen (17) week period.

Note 1: Maternity Leave shall not exceed a total period of more than seventeen (17) weeks except as provided in (c) above.

Note 2: If an employee becomes ill prior to the date she has designated as her commencement date for Maternity Leave, she shall be eligible for Sick Leave providing the need is substantiated in writing by her Physician.

23.02 Plan A – Maternity Leave without pay shall be granted in accordance with the terms and conditions listed in clause 23.01.

23.03 Plan B – Maternity Leave with the Supplemental Maternity Allowance Plan benefits shall be granted in accordance with the terms and conditions listed in clause 23.01 together with the following additional terms and conditions:

.1 Where an employee elects the Maternity Leave with the Supplemental Maternity Allowance Plan benefits, payments will consist of the following:

- (a) For the first week of Maternity Leave, payment will be 93% of regular wages.
- (b) For up to a maximum of sixteen (16) additional weeks, payments to be made will be the difference between Employment Insurance benefits and 93% of regular wages. The combined weekly level of Employment Insurance benefits, Supplemental Maternity Allowance Plan benefits and other earnings shall not exceed 100% of the employee's normal weekly earnings as per Employment Insurance regulations.
- (c) For all other time as may be provided under paragraph 23.01 (c) nil payment.
- (d) In the event that legislation is enacted that provides additional Employment Insurance (other than an increase in the maximum standard benefits) or any other payment to salary during the Maternity Leave, the amount she is entitled to receive as provided in (b) above shall be decreased by the amount she would be entitled to receive as a result of such additional Employment Insurance or other payment.
- (e) Employees will be required to apply for and become entitled to Employment Insurance before Supplemental payments become payable.
- (f) To verify they are receiving Employment Insurance benefits, employees must provide their first two (2) benefit statements to Employee Services. Should the Employment Insurance payment change, the employee must provide their revised Employment Insurance statement to Employee Services to ensure the supplement pay is adjusted accordingly.

.2 To be eligible, the employee shall sign an agreement with the Company providing that:

- (a) She must return to work and remain in the Company's employ for at least the hours equivalent to six (6) consecutive months of employment in her old capacity prior to commencing Maternity Leave.
- (b) She will return to work on the date of expiry of her Maternity Leave or the additional period provided in 23.01 (c), and,
- (c) Should she fail to return to work as provided under (a) and (b) above she is indebted to the Company for the full amount received as Supplemental Maternity Allowance and will repay same upon request by the Company.

.3 The Supplemental Maternity Allowance Plan does not apply to Term or Clerical Part-time employees.

23.04 An employee who has been granted Maternity Leave who, before the expiration of the Leave granted under paragraph 23.01 (c) has decided that she will not resume work on completion of such Leave, shall advise the Company in writing, of her decision at the earliest possible date.

23.05 Child Birth Leave:

.1 A male or female employee will be granted up to a maximum of two (2) days leave with pay, to attend to needs directly related to the birth of his or her child. Such Leave may be granted on the day of, and/or the day following the birth of the child, or the day of the mother's admission to, and/or discharge from the hospital.

23.06 Parental Leave: Natural Parents

.1 An employee shall be granted up to sixty-three (63) weeks unpaid Parental Leave in accordance with the following conditions:

- (a) The employee has become the natural father or mother of a child.
- (b) The employee has submitted to the Company an application in writing for Leave at least four (4) weeks before the day specified in the application as the day on which they intend to commence such Leave.
- (c) Parental Leave shall be taken in the seventy-eight (78) week-period beginning on the day on which the child is born or the day in which the child comes into the employee's care.
Note: Aggregate leave – employees - Pursuant to Section 206.1 (3) of The Canada Labour Code, the aggregate amount of Leave of Absence from employment that may be taken by more than one employee under the Parental Leave in respect of same birth shall not exceed seventy-one (71) weeks, but the aggregate amount of leave that may be taken by one employee in respect of the same birth shall not exceed sixty-three (63) weeks

Aggregate leave – maternity and parental - Pursuant to Section 206.2 of The Canada Labour Code, the aggregate amount of Leave of Absence from employment that may be taken by more than one employee under sections 23.01 and 23.06 in respect of same birth shall not exceed eighty-six weeks (86) weeks, but the aggregate amount of leave that may be taken by one employee in respect of the same birth shall not exceed seventy-eight (78) weeks.
- (d) An employee who wishes to resume employment on the expiration of his/her Parental Leave shall be reinstated in the position occupied by them at the time such Leave commenced or in a comparable position with not less than the same wages and benefits.
- (e) An employee who remains absent from work beyond the maximum time allowed under the Parental Leave provided in 23.06 (c) shall forfeit the right to be reinstated. The Company may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing, prior to the expiry of the Leave.
- (f) An employee having been granted Parental Leave who decides that they will not resume work on completion of such Leave, shall advise the Company, in writing, of their decision at the earliest possible date, but in no event later than the expiry of the Leave.

23.07 Parental Leave - Adoption

- .1 An employee shall be granted Adoption Leave under one of two Plans:

- 1. **Plan A** – Adoption Leave without pay, or
- 2. **Plan B** – Adoption Leave with the Supplemental Adoption Allowance Plan if the employee has completed at least six (6) consecutive months of employment with the Company.

The following terms and conditions shall apply to both Plans:

- (a) The employee has commenced legal proceedings under the law of a Province, to adopt a child or obtains an order under the laws of a Province for the adoption of a child.
- (b) The employee must submit to the Company a written application in writing for leave at least four (4) weeks (if possible) before the day specified in the application as the day on which the employee intends to commence the Leave.
- (c) Adoption Leave of up to sixty-three (63) weeks shall be taken in the seventy-eight (78) week period, beginning on the day on which the child comes into the employee's care.

Note: Aggregate leave – employees - Pursuant to Section 206.1 (3) of The Canada Labour Code, the aggregate amount of Leave of Absence from employment that may be taken by more than one employee under the Adoption Leave in respect of same adoption shall not exceed seventy-one (71) weeks, but the aggregate amount of leave that may be taken by one employee in respect of the adoption shall not exceed sixty-three (63) weeks.

- (d) An employee who wishes to resume employment on the expiration of the Adoption Leave shall be reinstated in the position they occupied at the time such Leave commenced or in a comparable position, with not less than the same wages and benefits.
- (e) An employee who remains absent from work for a period beyond the maximum time allowed under the Adoption Leave provided in 23.07 (c) shall forfeit the right to be reinstated. The Company may consider an extension of time based on the merits of each individual case. The request shall be submitted in writing, prior to the expiration of the Leave.

23.08 Plan A – Adoption Leave without pay shall be granted in accordance with the terms and conditions listed in clause 23.07.

23.09 Plan B – Supplemental Adoption Allowance Plan benefits shall be granted in accordance with the terms and conditions listed in clause 23.07 together with the following additional terms and conditions:

- .1 Where an employee elects the Supplemental Adoption Allowance Plan payments will consist of the following:
 - (a) For the first week of Adoption Leave, payment will be 93% of regular wages.
 - (b) For up to a maximum of eleven (11) additional weeks, payments to be made will be the difference between Employment Insurance standard parental benefits and 93% of regular wages. The combined weekly level of Employment Insurance standard parental benefits, Supplemental Adoption Allowance Plan benefits and other earnings shall not exceed 100% of the employee's normal weekly earnings as per Employment Insurance regulations.
 - (c) In the event that legislation is enacted that provides additional Employment Insurance (other than an increase in the maximum standard benefits) or any other payment to salary during the adoption leave, the amount they are entitled to receive as provided in (b) above shall be decreased by the amount they would be entitled to receive as a result of such additional Employment Insurance or other payment.
 - (d) Employees will be required to apply for and become entitled to Employment Insurance before Supplemental payments become payable.
 - (e) To verify they are receiving Employment Insurance benefits, employees must mail, bring, or send their first two (2) benefit statements to Employee Services. Should the Employment Insurance payment change, the employee must mail, bring or send their revised Employment Insurance statement to Employee Services to ensure the supplement pay is adjusted accordingly.
- .2 To be eligible, the employee shall sign an Agreement with the Company providing that:
 - (a) They must return to work and remain in the Company's employ for at least the hours equivalent to six (6) consecutive months of employment in their old capacity prior to commencing Adoption Leave,
 - (b) They will return to work on the date of expiry of their Adoption Leave, and
 - (c) Should they fail to return to work as provided under (a) and (b) above they are indebted to the Company for the full amount received as Supplemental Adoption Allowance and will repay same upon request by the Company.

.3 The Supplemental Adoption Allowance does not apply to Term or Part-time employees.

23.10 An employee who has been granted Adoption Leave who, before the expiration of the Leave granted under clause 23.07 has decided that they will not resume work on completion of such Leave, shall advise the Company in writing, of their decision at the earliest possible date.

ARTICLE 24 – LEAVE OF ABSENCE

24.01 Application for Leave of Absence shall be made by the employee in writing, except in case of emergency when the application may be made verbally, as outlined in Policy 209.11.

Leave of Absence may be granted to the employee upon such terms and conditions as are acceptable to the Company.

24.02.1 Union Leave of Absence without pay but with maintenance of seniority rights may be granted to any designated employee for the conducting of Union business for a period not in excess of two (2) weeks at any one (1) time. Notice to be given in writing to the immediate Manager as soon as an employee becomes aware of the need for the Leave, but with no less than a minimum of five (5) working days. Where extenuating circumstances exist, Union Leave of Absences requested on less than five (5) working days notice shall be reviewed subject to service requirements. Each Leave of Absence will be subject to service requirements as determined by the Manager and will not be unreasonably withheld.

.2 Where such Leave of Absence has been granted, the Company shall deduct from the Union's dues payment one hundred percent (100%) of the wage paid to such employees during the approved absence. The Company shall include with the normal dues cheque a list of employees on behalf of whom wages have been deducted for.

24.03.1 Union Leave of Absence without pay but with maintenance of seniority rights may be granted to any designated employee for the conducting of Union business for a period not in excess of one (1) year, with one (1) month written notice being required to the Labour Relations Department. This Leave of Absence will be subject to approval by the Company. The employee will have the right at any time, on one (1) months notice to return to the Company's employ to the same or similar work, in which they were engaged at the time of leaving the Company's employ. Such employee shall also have the right to continue participating in the Company Pension Plan.

24.03.2 Should a member of the bargaining unit be appointed or elected to a Full-time position with the Union, they shall be granted a leave of absence without pay and shall be reinstated in the same or comparable position. The employee will provide two (2) months written notice prior to their anticipated return under this provision until such time as their term or appointment is ended.

24.04 Bereavement Leave:

The following information regarding the Company's Policy on Bereavement Leave is strictly for reference purposes only and it is expressly understood and acknowledged by the Union that its contents do not form part of this Collective Agreement.

An employee may be granted time off with pay in the event of the death of a family member of their immediate family. Immediate family shall be defined as:

- The employee's spouse or common law partner;
- The employee's father and mother and the employee's spouse or common law partner of the father or mother;
- The employee's children and the children of the employee's spouse or common law partner;
- The employee's grandchildren;
- The employee's brothers and sisters, brothers in law and sisters in law;
- The grandfather and grandmother of the employee;
- The father and mother of the spouse or common law partner of the employee and the spouse or common law partner of the father or mother, and;
- Any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

The time off will not normally exceed three (3) days; however, where exceptional circumstances arise, the employee may be allowed a maximum of one (1) calendar week.

In the event there is a death in the employee's immediate family during the period of an employee's vacation, an employee shall upon request and proper notification to the Company, be considered to be on Bereavement Leave for the period of time granted for such leave. Any vacation lost as a result of bereavement leave can be taken at a time mutually agreed to by the employee and his/her manager.

24.05 Compassionate Care and Critical Illness Leaves

The Company shall grant unpaid Compassionate Care leaves of absence and unpaid leaves of absence pertaining to Critical Illness in accordance with the requirements of the Canada Labour Code, as amended from time to time.

Employees receiving such leaves of absence may be eligible for Employment Insurance benefits in accordance with the Employment Insurance Act.

ARTICLE 25 – UNION MANAGEMENT RELATIONS

25.01 It is agreed by the Union and the Company that a Union Management Relations Committee be established for the purpose of an interchange of ideas and information on matters of mutual interest and concern. Meetings shall be held on an as required basis with time, date and location to be jointly agreed to by both parties. Any meeting may be cancelled or deferred providing both the Union and the Company agree. These meetings shall be attended by a Union Committee comprising of **two (2)** employees and the National Representative. Company members will include a **minimum of two (2)** Managers and a Representative from Labour Relations.

Union Committee Members shall be allowed time off with pay to attend such meetings. Union Committee Members' travel, meals and accommodation expenses shall be paid by the Union.

Union Management Relations Committee meetings may be held virtually.

Minutes shall be taken in all cases and approved by the Company and the Union.

25.02.1 Nothing in this Article shall be construed to infringe upon any rights of the Company or the Union as set forth in this Agreement.

ARTICLE 26 – GENERAL PROVISIONS

26.01 Tools

The Company shall decide what tools are required for the work covered by this Agreement and shall supply or make them available and shall replace such of these tools as in the Company's judgment become obsolete or worn out. Each employee shall be responsible to the Company for all tools assigned to them.

26.02 Dental Plan

The Company Dental Service Plan as implemented on March 1, 1981, will form part of this Collective Agreement.

ARTICLE 27 – DURATION OF AGREEMENT

27.01 This Agreement shall become effective on the date it is executed and shall be and remain in force until the 19th day of December **2025**.

27.02 Unless amended or terminated on ninety (90) days written notice given by either party, to the other, prior to the expiry of said term, it shall continue in full force and effect thereafter until amended, or terminated, at any time by ninety (90) days written notice.

27.03 The Company and the Union acting jointly may from time to time by Letters of Understanding in writing signed by them, amend or interpret the provisions of this Agreement and the parties shall be bound by any such amendment or interpretation.

27.04 Upon coming into force of this Agreement, any other Agreement or existing Letters of Understanding which are not renewed shall be terminated.

ARTICLE 28 - PENSION COMMITTEE

The parties agree that a Pension Committee will be established to monitor the operation of the Pension Plan and make recommendations as required.

One (1) representative on behalf of all Unifor members employed at Bell MTS shall be elected to the Pension Committee.

ARTICLE 29 – RELOCATION

Where it becomes necessary to relocate employees with no net reduction in the Company's total staff, the following provisions will apply:

29.01 Voluntary – In the selection of employees for permanent relocation and/or reclassification, the Company will first give consideration to those employees who desire to relocate/reclassify. A notice of the position and new location will be posted in the affected location for a period of seven (7) calendar days. Volunteers must express their interest in writing with a covering letter and resume. If the relocation and job is to a same or lower rated job than the Volunteer, they must meet the "essential qualifications" of the job to be filled. If the relocation and job is to a higher rated job than the Volunteer, they must meet the "qualifications" of the job to be filled. In such cases, the employee with the most seniority who meets the necessary qualifications shall be permitted to relocate.

"Essential Qualifications" and "Qualifications" shall be consistent with the definitions in Article 6 – Definitions.

29.02 Involuntary

(a) The most junior employee in the affected job title and location will be designated for relocation/reclassification.

(b) The employee so designated in (a) above shall have the right to bump the most junior employee in the location. The bumped employee will then be relocated/reclassified to the vacant position and has no further bumping rights related to this move.

(c) Employees filling jobs involving involuntary relocation/reclassification must meet the essential qualifications of the job. Employees who meet the essential qualifications of the job will be provided minimal training and job experience not to exceed eight (8) weeks.

Note: Applicable employees who do not meet the essential qualifications of the job, or who choose not to relocate, shall be placed on Voluntary Location Layoff pursuant to Article 8 – Layoff with no bumping rights.

29.03 Employees so designated or bumped under the terms of this Article shall receive a minimum of fourteen (14) calendar days notice prior to the effective date of the relocation.

29.04 The Company will notify the Union at least seven (7) calendar days prior to any notification being given to the employee(s) concerned. The Union agrees not to disclose the relocation or any details pertaining to the relocation until such time as this information has been fully communicated to affected employees by the Company.

29.05 Every employee involuntarily relocated and/or reclassified by the Company shall be afforded the opportunity, upon request in writing, to return and/or be reclassified to their former or similar classification.

When a vacancy occurs in the original location in the same or similar classification, it will be filled by giving first consideration to employees requesting a return and for which they meet the essential qualifications. The order in which such employees may return shall be in accordance with their seniority.

- 29.06** All employees involuntarily relocated and/or returned will have all normal moving expenses paid by the Company pursuant to Policy 202.11.
- 29.07** Employees reclassified through this clause will receive the same wage treatment as that provided under Article 8 - Layoff.
- 29.08** Where an employee is within one hundred (100) kilometres (city limit to city limit) of their new location, they shall be allowed Company mileage rates or Company provided transportation to commute from their previous worksite to their current worksite for a period of not more than one (1) year. This provision would be in lieu of moving expenses.

ARTICLE 30 – WAGE RATE INCREASES

- 30.01** First Year: Effective December 20th **2022**, **2%** will be applied to all wage rates and classifications.

In addition, a 1% lump sum payment (pensionable earnings) will be paid based on 2022 (pay period 1 - 26) regular earnings (including paid absences), excluding overtime, differentials / premiums or bonuses. Regular earnings will be adjusted to include the 2022 general wage increase.

Payable to all Unifor members on the Bell Canada payroll effective the date of ratification.

- 30.02** Second Year: Effective December 20th **2023**, **2%** will be applied to all wage rates and classifications.
- 30.03** Third Year: Effective December 20th **2024**, **2%** will be applied to all wage rates and classifications.

ARTICLE 31 – CLERICAL MONITORING

The intent of monitoring is to be used as a training and development tool and to assess/improve the provision of customer service. Monitoring will not be used for disciplinary purposes, intimidation or harassment. However, discipline would not be precluded, if for example, an employee used foul language to a customer.

A committee comprised of three Unifor bargaining unit members appointed by the Union and three Management Representatives shall meet quarterly for the purposes of discussing issues relating to monitoring.

Changes to monitoring criteria and measurements shall be discussed amongst members of the Monitoring Committee prior to implementation. In the event of any impasse amongst Committee members, it is understood that Management shall make the final decision.

Employees can request access to their monitored recordings on Company time for training and development purposes.

Charge Hand & Lead Hand Monitoring

Charge Hand or Lead Hand calls will be used for professional training and development, as well as to assess details surrounding complex customer situations. With permission from the Charge Hand or Lead Hand, recordings may be used to demonstrate examples of positive interaction with customers.

Managers and the Union will have access to the recordings. Recordings will initially be kept for a period of three (3) months, however where a grievance or dispute exists, recordings will be retained until such time as a resolve is reached.

ARTICLE 32 – HOURS OF WORK

32.01 The following Clerical tour definitions are intended to serve as parameters in scheduling Clerical Hours of Work. Where it is necessary for the Company to implement other tours for the efficient operation of the business, the Company and the Union shall meet to negotiate other tour arrangements.

32.02 For all employees, the following shall apply:

- .1** The normal working day shall consist of seven (7) hours and twenty-three (23) minutes. Twenty (20) such working days shall constitute two (2) consecutive bi-weekly pay periods with a total of one hundred and forty-eight (148) hours of work, which is an average of thirty-seven (37) hours per week.
 - (a)** Regular Full-time employees working in a 5, 6 or 7 day operation shall be guaranteed that two (2) of their four (4) days off in a fourteen (14) day pay period shall be consecutive. It is agreed that Regular Full-time employees shall not be scheduled to work more than six (6) consecutive days without a day of rest.
- .2**
 - (a)** A daytime tour shall not be assigned to commence before **6:00 a.m.** nor terminate later than 6:00 p.m. and shall include an unpaid lunch period not to exceed one (1) hour.
 - (b)** An evening tour shall end between 6:00 p.m. and 1:30 a.m.
 - (c)** The all night tour shall commence between 11:00 p.m. and 12:00 midnight.

Note 1: An employee's daily hours of work shall not exceed eight (8) hours and twenty-three (23) minutes in length.

Note 2: Where the Company assigns an employee to a straight seven (7) hour and twenty-three (23) minute tour of duty, the employee shall be allowed a paid twenty (20) minute meal period within the tour, but shall remain within the general work area and available for work if required.

Note 3: There shall be a minimum of nine (9) hours off between scheduled tours, **except for Technical Support the minimum shall be eleven (11) hours.**

Note 4: Four (4) consecutive hours shall be the minimum length of tour.

- .3** Assignment of tours of duty may include Saturdays and Sundays provided they are consistent with the one hundred and forty-eight (148) hours of work over two (2) consecutive bi-weekly pay periods.
- .4** Full-time employees shall be scheduled two (2) paid twenty (20) minute relief periods by the Company. Part-time employees shall be scheduled relief periods as follows:
 - 4 hours or more – One (1) paid twenty (20) minute relief period;
 - 6 to 7.25 hours – Two (2) paid twenty (20) minute relief periods.Wherever possible, the Company will endeavour to schedule relief breaks as close to the middle of their shift as possible.
- .5** Part-time employees who work seven (7) or more hours during a working day shall receive an unpaid meal period not to exceed one (1) hour.

.6 All employees may request to opt out of a thirty (30) minute unpaid meal period.

32.03.1 Employees shall go to and from work on their own time and shall report to duty at the appointed starting time at their headquarters which is defined as the city, town or village where they are regularly assigned to work. Time spent travelling beyond headquarters after the appointed time shall be considered as work time and transportation shall be supplied.

.2 After the appointed starting time, all time spent loading, unloading, driving, or being transported in a Company-owned or hired vehicle shall be considered as work time.

.3 After the appointed starting time, all time spent loading, unloading, driving or being transported in a Company-owned or hired vehicle shall be considered as work time except time spent driving or travelling in Company vehicles or otherwise, when going to and from the mid-tour meal. Where the Company considers it necessary to transport the employee to a location where meals are available, such time shall be considered work time.

32.04 Changes of Tour of Duty

.1 No regular assignment of tours of duty shall be made for a period of less than fourteen (14) calendar days. Shifts/tours within a respective segment shall be distributed as equitably as possible based on skill sets. The Company shall endeavour to provide employees the opportunity to receive training and to develop the necessary skill sets which will allow them to participate in an equitable rotation of tours of duty.

.2 When a tour of duty change is requested by the Company on less than forty-eight (48) hours notice, overtime rates shall apply.

.3 When a tour of duty assignment change is requested by an employee on more than twenty-four (24) hours notice, permission to change shall not be unreasonably withheld if, in the opinion of the Company a change can be arranged, without incurring any penalties on the Company.

.4 An employee who is unable to report for duty at their scheduled time must notify their Manager as close as possible to the time their tour is to commence. Failure to give such notice and/or not being on duty at the scheduled time may be cause for loss of pay for time not worked and may also be grounds for further disciplinary action. However, each such case may be judged on its own merits and extenuating circumstances shall be given full consideration.

32.05 On a change from standard time to daylight savings time, or vice versa, employees on assigned tours of duty commencing at, or embracing the time when the official time change takes place, shall report for duty at the scheduled hour and shall work their normal amount of hours of work regardless of the effects of the time change. Any time worked in excess of the normal hours of work will be paid at overtime rates.

32.06 Converting Regular Part-time (RPT) Employees to Regular Full-time (RFT)

Effective January 1, **2024**:

A RPT employee who works more than **1750** hours in a calendar year, (excluding sick leave, leave of absence, etc.) will be eligible for reclassification to RFT.

RFT hours worked by RPT employees in Temporary RFT positions i.e. developmental Call Coach positions, shall not be included in the **1750** hour count.

Any RPT employees triggering reclassification to RFT can be assigned to any queue as determined by the Company.

Should a RPT employee refuse the conversion opportunity, the opportunity shall be offered to the next RPT employee with the most hours in the calendar year.

32.07 Converting Clerical Part-time (CPT) employees to Regular Part-time (RPT)

Effective January 1, **2024**:

A CPT employee who works more than **1300** hours in a calendar year, (excluding sick leave, leave of absence, etc.) will be eligible for reclassification to RPT.

RFT hours worked by CPT employees in Temporary RFT positions i.e. developmental Call Coach positions, shall not be included in the **1300** hour count.

Any CPT employees triggering reclassification to RPT can be assigned to any queue as determined by the Company.

Should a CPT employee refuse the conversion opportunity, the opportunity shall be offered to the next CPT employee with the most hours in the calendar year.

ARTICLE 33 – DIFFERENTIALS

33.01 The differentials outlined in this Article are not applicable when an employee is being paid premium holiday pay, overtime rates, nor shall evening or night differentials be paid if an employee is being paid the Sunday differential for such tour of duty.

33.02 When an employee works on Christmas Eve or New Year's Eve, they shall be paid straight time extra for all time worked between the hours of 6:00 p.m. and 12:00 midnight, but shall not be eligible for the tour of duty differentials as provided under paragraph 34.03 nor shall such special compensation be paid if the employee is being paid overtime rates.

33.03 Evening and night differentials of \$1.25 per hour will be paid to all employees covered by this Agreement for time worked between the hours of 6:00 p.m. and 7:00 a.m.

33.04 A differential of one-half time extra shall be paid for each regularly assigned tour of duty worked by an employee between midnight Saturday and midnight Sunday.

33.05 An employee assigned as a Charge Hand shall be paid a differential of \$1.25 per hour above their regular rate of pay.

A Charge Hand normally shall mean an employee temporarily in charge of three (3) or more employees for a period of two (2) or more consecutive working days. Employees whose normal duties include supervision over the work of other employees are expressly excluded from this differential.

33.06 Saturday Differentials

.1 An employee who is normally 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 half a shift on each of successive Saturdays shall be paid a differential of \$1.25 per hour for time worked on all tours commencing on Saturday, regardless of terminating time (this includes the all night tour commencing between 11:00 p.m. and 12:00 midnight on Friday) on the second and subsequent Saturdays so worked.

.2 The Saturday Differential shall not be included in wage payments for paid absence from duty.

.3 The Saturday Differential shall not be paid for any hours for which an employee is being paid premium holiday pay, Christmas Eve or New Year's Eve differentials or overtime rates.

.4 Where an employee who is assigned to work on a Saturday exchanges their Saturday assignment with another employee who was not assigned to work on that Saturday, such Saturday work shall not be considered as having been performed "at the direction of the Company" by either employee.

ARTICLE 34 – PERSONAL LEAVE DAYS

Regular Full time employees in Unifor's jurisdiction prior to June 14, 2014 shall be entitled to accrue five (5) Personal Leave Days each calendar year. Newly hired Regular Full-time employees who entered Unifor's jurisdiction on or after June 14, 2014 shall be entitled to accrue three (3) Personal Leave Days each calendar year.

Regular Part-time employees in Unifor's jurisdiction prior to June 14, 2014 shall be entitled to accrue up to five (5) Personal Leave Days on a prorated basis when they work regular full-time hours. Regular Part-time employees in Unifor's jurisdiction hired after June 13, 2014 shall be entitled to accrue up to three (3) Personal Leave Days on a prorated basis when they work regular full-time hours.

Term Full-time employees and Clerical Part-time employees in Unifor's jurisdiction prior to June 14, 2014 working regular full-time hours shall be entitled to accrue up to five (5) Personal Leave Days on a prorated basis. Term Full-time employees and Clerical Part-time employees in Unifor's jurisdiction hired after June 13, 2014 working regular full-time hours shall be entitled to accrue up to three (3) Personal Leave Days on a prorated basis.

Personal Leave Days shall not normally be scheduled during the months of June, July, August and September. Outside of these months, Personal Leave Days may be scheduled on any day of the week, however, where work schedules and service requirements permit, they will be scheduled to be taken adjacent to regular days off. When a Statutory Holiday is recognized on a Monday, one employee per segment shall be permitted to schedule a Personal Leave Day on the following Tuesday. There shall be no carry over of Personal Leave Days beyond December 31st of each year.

Regular Full-time employees shall not be entitled to cash in lieu of unused Personal Leave Days under any circumstances therefore, all accrued Personal Leave Days shall be scheduled to be taken off by December 31st of each calendar year. In cases where Regular Full-time employees have less than a one-half Personal Leave Day remaining prior to December 31st, the accrued time shall be rounded up to the closest fifteen-minute increment and scheduled prior to the end of the year.

Regular Part-time, Term Full-time and Clerical Part-time employees who accrued Personal Leave Day entitlement while working regular full-time hours shall be required to schedule full and half accrued Personal Leave Days by December 31st of each calendar year. Regular Part-time, Term Full-time employees or Clerical Part-time employees who have less than half of a Personal Leave Day remaining prior to December 31st shall receive a cash payment for the portion of the outstanding Personal Leave Day as soon as possible in the following calendar year but no later than the end of March.

POLICY INFORMATION

The following information regarding Company Policies is for reference purposes only and does not form part of this Agreement.

An employee requiring assistance or information covering the following circumstances should communicate with their immediate Manager and if not available contact their Consultant, Labour Relations.

- (1) On Duty Accidents;
- (2) Leave of Absence (which includes Compassionate);
- (3) Special Civil Duties (Jury Duty);
- (4) Employees engaged in Political Activities;
- (5) Plan for Assistance to Voluntary Out of Hours Education;
- (6) Use of Privately Owned Automobile on Company Business;
- (7) Call in Procedures.

The Company agrees to advise the Union regarding any significant changes which may alter the employee benefits covered by the Policies noted above.

LETTER OF UNDERSTANDING #1 LAYOFFS & CONTRACTING OUT

The following shall confirm our understanding of the above subject as agreed during negotiations between the Company and the Union:

IN CONSIDERATION of agreeing to a new Collective Agreement, the Company and the Union agree that:

For the duration of the renewed and revised Collective Agreement and thereafter until it is mutually agreed to amend this Agreement, this Agreement shall remain in full force and effect.

Article 8.06 shall not apply to any work contracted out prior to this Agreement, whether such contracting out is ongoing or not.

During the life of the renewed and revised Collective Agreement, the Union shall be provided 30 days notice in writing of any existing bargaining unit work newly contracted out or transferred outside Unifor's jurisdiction within Bell MTS.

The written notice shall include:

- The type of work being contracted out;
- The Company to which the work is being contracted out; and
- The anticipated duration of the contracting out period.

In the case of the sporadic contracting out of a function e.g. outsourcing overflow and/or re-routing calls, the Company is only required to provide 30 days notice of the initial contracting out engagement; however, Unifor shall be advised prior to each subsequent contracting out engagement.

LETTER OF UNDERSTANDING #2 SPECIAL WAGE TREATMENT DEFINITIONS

Red Circled: Rate of pay is above current job classification. Not eligible for merit increments or general increases until the wage for the current job classification reaches the employees' current wage.

Green Circled: Rate of pay is on scale but is above or below normal job classification. Eligible to receive merit increments and general increases.

Blue Circled: Off-scale or not-standard rate of pay. Eligible to receive merit increments and general increases

LETTER OF UNDERSTANDING #3 LANGUAGE DIFFERENTIAL

The following shall confirm our understanding of the above subject as agreed to during negotiations between the Union and the Company as follows:

The Language Differential shall be \$1.25 per hour, shall apply to the following languages and shall continue during the life of the revised collective agreement.

- French, Tagalog, Spanish and Punjabi.

LETTER OF UNDERSTANDING #4

ACHIEVEMENT INCENTIVE PLAN (AIP)

The following will confirm the understanding and agreement between the parties during negotiations regarding the Achievement Incentive Plan (AIP) for employees in Unifor's jurisdiction as follows:

1. Employees in Unifor's jurisdiction will be eligible to participate in the AIP and receive a Target bonus of up to 1% based on regular wages, payable in the following calendar year. AIP payments are pensionable for Defined Contribution Pension Plan members only.
2. It is understood and agreed that it shall be the Company's sole and exclusive right to design the AIP. Further, Unifor agrees that the Company shall have the sole and exclusive right to redesign the AIP in subsequent years. When the AIP is redesigned, the Company shall provide a copy of the AIP to Unifor for information purposes.
3. It is understood and agreed that it shall be the sole and exclusive function of the BCE Board of Directors to determine whether the financial and other performance measures of the AIP have been met and shall be final.
4. It is agreed and understood that this Letter of Understanding is not subject to any term or condition of the Collective Agreement, including Article 5 – Grievances and Article 6 – Arbitration. This notwithstanding, an employee can grieve his/her AIP entitlement based on his/her personal performance.
5. Employees commencing employment in Unifor's jurisdiction during a calendar year will be eligible to participate in the AIP effective the beginning of the next calendar year.

LETTER OF UNDERSTANDING #5

JOB EVALUATION INFORMATION TO THE UNION

This will confirm our understanding of the above subject as agreed during negotiations between the Union and the Company as follows:

All job evaluation information related to jobs under review that are covered by this Collective Agreement shall be made available to the Union.

Should the Union not agree with the evaluation results, the matter may be referred to the process outlined in Article 19.12 of the Collective Agreement.

LETTER OF UNDERSTANDING #6

LEAD HAND/CHARGE HAND PAY TREATMENT

The following shall confirm our understanding of the above subject as agreed to during negotiations between the Union and the Company as follows:

An employee promoted to the position of Lead Hand within the Unifor bargaining unit, Wage Grade 8, shall be placed at the top of the Grade 8 Wage Schedule. An employee assigned as a Charge Hand in Wage Grade 8 for more than three weeks shall be placed at the top of the Grade 8 Wage Schedule.

An employee promoted to the position of Lead Hand within the Unifor bargaining unit, Wage Grade 9, shall be placed at the top of the Grade 9 Wage Schedule. An employee assigned as a Charge Hand in Wage Grade 9 for more than three weeks shall be placed at the top of the Grade 9 Wage Schedule.

All Lead Hands shall be one wage grade higher than the Representatives they are assigned to assist.

LETTER OF UNDERSTANDING #7

SCHEDULING COMMITTEE TERMS OF REFERENCE

1. Committee

The Committee shall be called the Scheduling Committee (The Committee).

2. Membership

The Committee shall be comprised of a maximum of four Union Representatives and four Management Representatives. The Union Representatives shall include the Unifor Local President and up to three Representatives appointed by the Union. The Management Representatives shall include Customer Operations Directors or designates, and the Consultant, Labour Relations or designate.

By mutual agreement, the committee may invite additional persons to attend meetings for the purpose of providing advice or information pertaining to a particular subject on the agenda or establish sub-committees where a subject requires in-depth study. Consultation should take place with subject matter experts where required.

The use of substitutes or designates should be kept to the minimum.

3. Meetings

The committee will mutually agree upon the frequency of meetings and shall endeavour to meet once per month.

Additional meetings may be scheduled should urgent matters requiring consultation arise that must be dealt with prior to the regularly scheduled meetings.

4. Mandate

The Committee's mandate is to assess the effectiveness of current Bell MTS Contact Centre scheduling practices, identify potential areas for improvement and explore progressive scheduling alternatives with a focus on scheduling flexibility. The Committee shall be responsible for researching best practices in Contact Centre scheduling.

The goal of the Scheduling Committee is to identify best practices in Contact Centre scheduling and develop innovative scheduling ideas which would have a positive impact on employee morale and retention, productivity, provide for more effective coverage and at the same time, allow employees greater flexibility in the scheduling process.

5. Expected Outcomes

It is anticipated that the Scheduling Committee's recommendations will result in:

- Increased scheduling flexibility;
- Increased employee morale;
- Decreased employee turnover;
- Reduced costs by having the right number of employees in the right place, at the right time;

- Increased productivity by meeting and/or exceeding service levels and response time objectives;
- Increased customer satisfaction by reducing the time in queue and providing faster response;
- Simplified processes for adjusting schedules; and
- Improved customer and employee satisfaction.

It is understood that any scheduling process changes implemented which are not consistent with the current Collective Agreement provisions shall be addressed through a Letter of Understanding. Where appropriate, recommendations shall be implemented on a trial basis to assess the effectiveness of the recommendation.

6. **Working Principles**

The Committee will work in an atmosphere of mutual respect and trust. To be effective, the process must be based on an honest and open commitment by all parties to the sharing of information and to listening to each other's opinions, observations, and recommendations, prior to decisions being made.

Ensuring these principles are adhered to, the Committee shall:

- Educate staff as required on the workings of the Scheduling Committee.
- Include representation from those who affect, and are affected by the scheduling process.
- Analyze the existing scheduling processes and gather employee feedback on what's working; what's not working; and what's missing and explore progressive scheduling alternatives.
- Ensure scheduling changes are communicated effectively to all affected employees.
- Educate Committee members on the scheduling system and ensure ongoing education and awareness of the new scheduling process.

7. **Governance**

The Scheduling Committee shall be chaired by a Customer Operations Director or designate. To ensure clear accountability the Company will retain sole authority to accept or reject the Committee's recommendations.

LETTER OF UNDERSTANDING #8

SHIFT TRADES/GIVE AWAYS

The following will confirm the understanding and agreement between the parties regarding the implementation of Shift Trades and Give Aways as follows:

1. Shift Trades and Give Aways will be allowed for all employees (including Regular Full-time (RFT), Regular Part-time (RPT) and Clerical Part-time (CPT)).
2. RFT employees will be allowed to trade for a shift shorter than their full time shift or give away their shift but the difference in the two (2) shifts or the time given away must be reported as "Personal Absence – Unpaid"
3. All shift trades and/or give aways will be completed without any adjustments to the shifts (i.e. shift length, scheduled lunch, etc.).
4. Shift trades and give aways must not result in an employee's status changing (e.g. moving from CPT to RPT, RPT to RFT etc.).
5. RPT employees may give away a shift or trade for a shorter shift which would result in the employee going below 50 hours in a bi-weekly period. In this instance, the employee's status would not change.
6. A CPT employee may be allowed to trade a shift or pick up a shift from another employee (give away) which would result in their working more than 50 hours in a bi-weekly period without affecting their status.
7. The provisions in paragraphs 5 and 6 above apply to employee initiated shift trades and giveaways only.
8. A CPT or RPT employee accepting a trade or give away shift from a RFT will work the entire shift (including the 8 minute PLD accumulation amount) and will be paid straight time for 7.25 hours and will report the remaining 8 minutes as "PLD Accumulation".
9. All terms of the collective agreement will apply with the following exceptions:
 - Articles 6.02 and 6.08 – an employee trading for a shorter shift or giving away their shift loses their right to maintain their basic hours of work in that regard, i.e. they do not have the right to make up the hours they have given away or traded away.
 - Article 6.09 – when an employee trades or gives away a shift, they lose their right to their "schedule" for that particular shift.
 - Article 33 – Hours of Work - 33.02.1 – an employee trading for a shorter shift or giving away their shift loses their entitlement to 20 working days and 148 hours of work in a 2 consecutive bi-weekly pay period.
 - Article 33 – Hours of Work - 33.02.1a. – an employee trading for a shift or accepting a shift from another employee may lose their right to two consecutive days off or not to work more than six consecutive days without a day of rest.
 - Article 33 – Hours of Work - 33.02.4 – an employee who trades for or accepts a shift from another employee assumes the characteristics of that shift, including the meal period.
10. Employees may give away a maximum of two shifts within the same pay period to a maximum of 26 shifts per year.

**LETTER OF UNDERSTANDING #9
CEED CALL COACH POSITION**

This will confirm our understanding of the above subject as agreed to during negotiations between the Union and the Company as follows:

The parties agree that the CEED Call Coach position (Clerk 9) shall continue to be posted and filled as per the terms of the Collective Agreement on an eighteen (18) to twenty four (24) month rotational basis.

**LETTER OF UNDERSTANDING #10
PAID EDUCATION LEAVE**

The Company agrees to pay into a special fund an amount equal to \$19.50 annually for full-time employees and \$12 annually for part-time employees to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto ON
M2H3H9

Subject to business requirements, the Employer shall approve unpaid Education Leave for the members of the Unifor Local 7 bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

Effective December 20, 2020, the rates shall increase to \$39.00 annually for full-time employees and \$24.00 annually for Part-time employees.

Effective December 20, 2021, the rates shall increase to \$58.50 annually for full-time employees and \$36.00 annually for Part-time employees.

LETTER OF UNDERSTANDING #11**VOLUNTARY RETIREMENT TERMINATION INCENTIVE PROGRAM (VRTIP)****Program Details**

Category	Description	Incentive
1	Employees must be Regular Full-time or Regular Part-time* Age 55 or greater plus years of service is equal to or greater than 80	30 week lump sum payment
2	Employees must be Regular Full-time or Regular Part-time* Age 55 or greater plus 10+ years of service with age plus service less than 80	30 week lump sum payment
3	Employees must be Regular Full-time or Regular Part-time* Age less than 55 however, age plus service is equal to or greater than 80	26 week lump sum payment and a Bridging Allowance (up to a maximum equivalent of 52 weeks base salary) OR If age is less than 53, at the employees option, 65 week lump sum payment
4	All other Regular Full-time or Regular Part-time employees	Two (2) weeks per year completed net credited years of service up to a maximum of 65 weeks

*Lump sum payment for Regular Part-time employees shall be prorated as follows:

For severance purposes, service is represented as the sum of (i) any period or periods of Regular Full-Time employment and (ii) any period or periods of Regular Part-Time employment, pro-rated accordingly.

Part-time employees may make application under Category 4 of the VRTIP. To be eligible, a Part-time employee must have a minimum of five (5) years continuous service from their date of hire. Category 4 benefits shall be based on the Part-time employee's Accumulation Account.

It is agreed that this Letter of Understanding and Article 8 of the Collective Agreement shall satisfy the rights and obligations of the Canada Labour Code, including Section 230.

Terms and Conditions:

1. This VRTIP Program shall be offered during the life of the renewed Collective Agreement prior to invoking Article 8 – Layoffs.
2. Under the VRTIP it shall be the Company's sole and exclusive right to determine:
 - a. In which areas and to what positions the VRTIP Program will be offered.
 - b. The number of required reductions in affected positions.

Affected areas, positions and numbers will be identified in the VRTIP brochure.

It is understood and agreed that the final approval of all applications rests solely with the Company.

3. Employees in affected positions will be provided with a thirty (30) calendar day window of opportunity to make application to the VRTIP.
4. Departure dates for approved applicants will be established by the Company based on business and operational requirements.
5. Category eligibility will be determined by the employee's approved departure date. As a result, some employees may qualify under a different category incentive at their approved date of departure as opposed to their date of application. Where the employee's departure date is delayed by the Company beyond the program departure date, the employee's incentive payout will not be reduced as a result of such delay.
6. Any employee that departs the Company under the VRTIP shall be required to execute, as a condition of receiving the Incentive, a Confidentiality and Non-Compete Agreement in a manner as prescribed by the Company. The term of the Non-Compete Agreement shall not exceed the number of weeks of the incentive, with a maximum term of fifty-two (52) weeks.
7. Upon the expiry of the Collective Agreement this VRTIP Letter of Understanding shall terminate and therefore have no effect.

LETTER OF UNDERSTANDING #12

BENEFITS

The Company agrees to review with the Union prior to implementation, any changes to the level of benefits provided to employees covered by the Collective Agreement under the following:

- The Pension Plans (Defined Benefit and Defined Contribution);
- The Health, Life and Accident Insurance coverage; and
- The Disability Plans.

LETTER OF UNDERSTANDING #13

PERFORMANCE MANAGEMENT

The Company has the exclusive right and power to manage the performance of the employees in accordance with the Collective Agreement.

The parties agree that, amongst other things, performance management requires a performance management system that maximizes the potential and contribution of every employee. In achieving this objective, any performance management system will require clear job expectations and objectives, and ongoing feedback.

Appropriate and timely coaching and training will be provided to employees to assist them on the path of being successful and to identify areas of improvement. Employees will be provided an opportunity to improve where they are not meeting job expectations.

LETTER OF UNDERSTANDING #14

BANKING OF VACATION/VACATION OVERTIME CREDITS

This will serve to confirm our agreement during negotiations in regards to the banking of vacation credits and the banking of vacation overtime credits as follows:

1. Between February 1, 2021 and April 30, 2021, all employees will have one last opportunity to bank up to ten (10) days of vacation credits/vacation overtime credits, subject to paragraph 2, into their respective Vacation Bank for pension purposes.
2. The maximum combined total of vacation/vacation overtime credits any employee can have in his or her Vacation Bank is fifty (50) days.
3. Effective January 1, 2021, employees will transition from the May 1 to April 30 vacation year (the "Bell MTS Vacation Year") to a January 1 to December 31 vacation year (the "Bell Vacation Year").
4. Between May 1, 2020 and December 31, 2020, employees will accrue vacation credits in the normal course. Effective January 1, 2021, all vacation credits accrued during this period will be placed into a new Surplus Vacation Account.
5. Between February 1, 2021 and April 30, 2021, employees may also transfer as many days as they wish from their Surplus Vacation Account to their Vacation Bank for pension purposes (subject to the fifty (50) day maximum).
6. Employees wishing to exercise this transfer option must (details to be provided prior to February 1, 2021) by no later than April 30, 2021.
7. Effective May 1, 2021 employees will no longer be able to add to their respective Vacation Banks for pension purposes.
8. Employees with days remaining in their Surplus Vacation Account after April 30, 2021 must use the remaining days by December 31, 2023. Surplus Vacation days shall be scheduled as determined by the Company, consistent generally, with the provisions of Article 17 of the Collective Agreement. Remaining Surplus Vacation days after December 31, 2023 will be lost.
9. This Letter of Understanding shall terminate on January 1, 2024 and have no further effect.

LETTER OF UNDERSTANDING #15

BANKED VACATION DAYS

The following will confirm the understanding and agreement between the parties concerning Banked Vacation Days.

All Banked Vacation Days an employee has accumulated as of May 1, 2021 will remain banked and will be paid out upon the employee leaving the Company.

For employees participating in the Bell MTS DB Pension Plan, the payout will be recognized as pensionable earnings.

There is no expiration date on Banked Vacation Days.

LETTER OF UNDERSTANDING #16

WOMEN'S SUPPORT ADVOCATE

Women facing situations of domestic violence or abuse may confer with a Unifor Women's Support Advocate who can direct the employee towards the appropriate support mechanisms.

The time required for the Women's Advocate to carry out their role will be paid by the Company.

The Company and the Union shall agree to accept the Unifor Women's Support Advocate guidelines currently being discussed between Representatives of Unifor and Bell (Central).

The number of Women's Unifor Support Advocates shall not exceed two.

The Company will ensure that Unifor Women's Support Advocates will be afforded the time off for training, subject to business requirements, which will be paid by Unifor.

LETTER OF UNDERSTANDING #17

ABSENCES RELATING TO VIOLENCE OR ABUSE IN PERSONAL LIFE

The Company recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The Company agrees, when there is adequate and timely verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation, will not be subject to discipline if the absence can be linked to the abusive or violent situation.

Approved absences which are not covered under the provisions of Article 22, Sick Leave Benefits, will be granted as absence with pay, up to a maximum of five (5) days per calendar year.

LETTER OF UNDERSTANDING #18

OMNIFLEX BENEFITS

The following will confirm the understanding and agreement between the parties concerning Unifor member benefit allocation.

Commencing January 1, 2024 Unifor members will join Bell's standard flexdollar allocation schedule by which the Employees will receive Bell's flexdollar contribution to cover the costs (or part of the costs depending on the coverage they opt for), of their benefits coverage.

Benefit costs and flexdollar allocation are revised annually based on plan experience and market trends.

SCHEDULE A

<u>Position Title</u>	<u>Position #</u>
Executive Assistant	15059600
Administrative Assistant	15059800
Clerk Security Administration	vacant
Coordinator, Human Resources.....	15050290
Specialist, Access Governance.....	15054353
Clerk Subscription Fraud Analyst.....	vacant

During the term of this Agreement, should the Company add to the current Schedule “A”, the Company agrees to discuss the addition(s) with the Union prior to finalizing the status of the position(s). The Union may make application to the Canada Industrial Relations Board for review of the Company’s decision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the 12th day of July 2023.

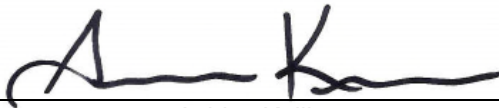
For Bell Canada



Yan Boissonneault
Director, Labour Relations



Jeannine Robert
Senior Consultant, Labour Relations



Ashley Kalika
Consultant, Labour Relations



Jenna Riediger
Director, Customer Operations

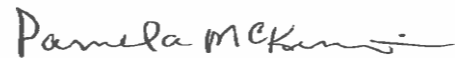
For Unifor



Paul McKie
Manitoba/Saskatchewan Area Director



Jackie Prynne
Local President



Pam McKinnon



Curt Hetzel