COLLECTIVE AGREEMENT

BETWEEN

CANADIAN TELEPHONE / EMPLOYEES' ASSOCIATION

AND

BELL CANADA

CLERICAL AND ASSOCIATED EMPLOYEES



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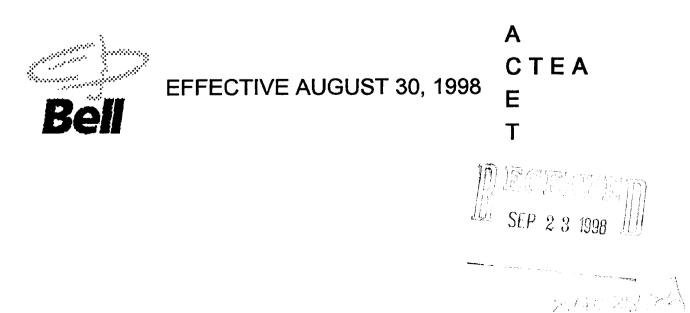


TABLE OF CONTENTS

Article		Page	
	Preamble	1	
1	Application	2	
2	Discrimination	2	
3	Definitions	3	
4	Deduction of Regular Dues	6	
5	Employee Information	7	
6	Notification to Association	7	
7	Employee Representatives	9	
8	Time Allowance	9	
9	Meetings	12	
10	Bargaining Procedure	12	
11	Expenses	13	
12	5 5	13	
	Safety and Health	14	
14	Leave for Employees with Child Care		
	Responsibilities	15	
	Discipline	16	
	Grievances	16	
17	Arbitration	23	
18	Force Adjustment	25	
19	Technological Change	26	
20	Rates of Pay	26	
21	Wage Administration	27	
22	5	29	
	Seniority	32	
	Hours of Work	33	
25	Overtime	35	

TABLE OF CONTENTS (Cont'd)

Artic	е	Page
26	Holidays	38
27	Days Off with Pay	43
	Vacations	46
29	Sickness Absence	53
30	Bereavement Leave	55
31	Travel Time and Expenses	56
32	Northern Service	58
33	Transfers	59
34	Workforce Diversity	60
35	Cost of Living Allowance	60
36	Benefits	61
37	Validity of Agreement	62
38	Cancellation of Previous Agreement	62
39	Duration	63
	Witness Clause	64
Арре	endix	Page
А	List of Clerical and Associated	
	Occupations	65
В	List of Localities	67
С	Weekly and Hourly Basic Rates of Pay	68
D	Achievement Incentive Plan	77
Е	Working Conditions for New	
	Temporary Employees	78
F	Rates of Pay for Temporary	
	Employees Hired on a Seasonal Basis	81

TABLE OF CONTENTS

Ar	ticle	Page
Me	emoranda of Agreement	Page
-	1998 Compressed Work Week	84
-	Compressed Work Week	95
-	Customer Services	103
-	Definitions/Reclassification: Transition	
	Guidelines	106
-	Home Dispatch	109
-	Lump Sum Treatment	114
-	Memorandum of Agreement Between:	117
	Workforce Transition Plan	119
	Workforce Adjustment Plan	136
-	Phonecentre/Teleboutique	151
-	Split Shift for Telecommuting	166
-	Treatment of Employees on a Frozen	
	Rate of Pay	169
-	Visual Display Terminal	172
-	Voluntary Programs of Reduced Hours	177

ALPHABETICAL INDEX

	PAGE
Absence Due to Sickness or Quarantine	27, 29, 53
Achievement Incentive Plan	77, 164
Administration of the Transition Period from	
Scheduled Days Off to Personal Days Off	
With Pay	183
Adoption Leave	15
Appendix A List of Clerical and Associated	
Occupations	65 66
B List of Localities	65, 66 67
C Weekly and Hourly Basic Rates of	07
Pay	68
C1 - Salary Administration	69, 163
C2 - Weekly Basic Rates of Pay	71, 72, 73, 74
C3 - Hourly Basic Rates of Pay	75, 76, 165
D Achievement Incentive Plan	77, 164
E Working Conditions for New	
Temporary Employees	78
F Rates of Pay for Temporary	• •
Employees Hired on a Seasonal Basis	81
Application Arbitration	2
Bargaining Procedure	23
Basic Hours of Work - Definition	12 5
Benefits	61, 132, 147
Bereavement Leave	55, 79

Board and Lodging Expense	57
Cancellation of Previous Agreement	62
Change in Tour of Duty	30, 33, 88, 98, 159
Child Care Leave	15
Christmas Eve - Special Compensation	32
Collective Agreement Distribution	7
Committees - Safety & Health	, 14, 185
Compensating Time Off - Overtime	38
Compressed Work Week - 1998	84
Compressed Work Week	103
Consecutive Saturdays Worked	31, 160
Consecutive Sundays Worked	160
Cost of Living Allowance	60
Customer Services	103
Days Off With Pay	43, 92, 100
Day Period - Definition	5, 85, 147
Day Tour - Definition	5
Deduction of Regular Dues	6, 7
Definitions	3, 4, 5, 6, 34, 50
	59, 78, 87, 98, 158
Definition/Reclassification: Transition	
Guidelines	106
Differential and Premium Pay	29, 30, 31, 58, 78
	158, 159, 160, 161
Differentials	· · · · ·
- Off-Normal Period	29, 158

	PAGE
- Change in Tour of Duty	30, 159
- Consecutive Saturdays	31, 160
- Consecutive Sundays	160
- Sundays	31
Discipline	16
- Meeting	8
- Notification to CTEA	8
Discrimination	2
Duration of Agreement	63
Effective Date for Increases	28
Employee - Definition	3
Employee Development and Training	184, 185, 191
Employee Information	7
Employee Representatives	9
Employment Equity (see Workforce	
Diversity)	60, 200
Ergonomic Guidelines	185
Expenses	13
- Arbitration	24
- Board and Lodging	57
- Transportation	57
External Human Resources	197
Force Adjustment	25
Frozen Rate of Pay - Treatment of	
Employees	169
Full-Time Employee - Definition	4, 90, 99

	PAGE
Grievances	16
- Dismissal	20
- Individual and Group	18
- Policy	20
- Time Allowance	18, 19, 20, 21
- Time Limits	22
Half Tour - Definition	5
Headquarters - Definition (see Localities)	6, 67
Higher Rates of Pay to Individual	
Employees	28
Holidays	38
- Company	39
- During Vacation	48
- Pay	41, 43
- Substitute Holiday	39
Home Dispatch	109
- Eligibility	109
- Working Conditions	111
Hours of Work	5, 33
 Arrangement and Assignment of 	
Tours of Duty	33, 161
 Compressed Work Week 	90, 99
- Day Period	5
- Day Tour	5
- Full-Time Employees	33
- Half Tour	5

	PAGE
- Meal Period	34
- Off-Normal Period	5, 29, 98
- Off-Normal Tour	5, 29
- Part-Time Employees	33
 Scheduled Work Week 	5
- Tour of Duty	5, 33, 161
 Voluntary Programs of Reduced 	
Hours	177
Increases - Wage	27, 68, 69, 70, 71
	72, 73, 74, 75, 76
Information - Employee	7
Intervals between Steps in Salary Groups	27, 67, 71, 75
Lay-offs	13, 25, 130, 144
Leave for Employees With Child Care	
Responsibilities	15
Letters of Intent	
- Alphabetical Index	182
List of Clerical and Associated Occupations	65, 66
Localities	67
Lump Sum Treatment	102
Management Rights	13
Meal Period	34, 37, 162
Meetings Bergaining Bonrosontativos	12
 Bargaining Representatives Expenses Incurred 	12
- Grievances	13
- Unevallues	9, 10, 16

	PAGE
- Security Interviews	195
- Time Allowance	9
Memoranda of Agreement	
- Alphabetical Index	83
New Year's Eve - Special Compensation	32
Northern Allowance - Definition	58
Northern Locality - Definition	58
Northern Service	58
- Allowances	58
- Definition	58
- Localities	59
Notification	
- To Association	7, 28, 55, 63, 122
	124, 135, 137, 139
To Compony	150 177
- To Company	9, 63
- To Representatives	8, 27, 195
Number of Employee Representatives	9
Occasional Employee - Definition Occupations	4
- Clerical and Associated	65, 66
Off-Normal Period	05, 00
- Definition	5, 87, 98, 158
- Differential Paid	29, 158
Off-Normal Tour	20, 100
- Definition	5, 87, 98, 158
	e, er, ee, i e e

	PAGE
- Differential Paid	29
Outsourcing - Utilization of External Human	
Resources	197
Overtime	35, 36, 37, 38, 76
	78, 91, 100
 Compensating Time Off 	38
- Continuous	36
- Full-Time Employees	35, 91, 100
- Meal Period	37
- Non-Continuous	38
 Part-Time Employees 	36
- Relief Period	37
Part-Time Employee	
- Definition	4
- Hours of Work	33
- Overtime	36
- Pay Treatment	30, 41, 42, 43, 159
Part-Timing	
- Voluntary Programs of Reduced	
Hours	177
Pay Days	29
Pay in Lieu of Vacation	51
Pay Treatment - Employee Absent	27, 29, 53
Personal Days Off With Pay	45, 92, 100, 183
	189
Personal Development and Career Planning	187

	PAGE
Phonecentre/Téléboutique - Basic Hourly Rate of Pay for New Hires - Variable Compensation Plan	165 151
Planning for Personal Days Off Preamble	189 1
Pregnant Employees, VDT	172
Premium Pay	30, 31, 78, 88, 98 158
 Change in Tour of Duty Consecutive Saturdays Worked 	30, 58, 159 31, 89, 99, 160
- Consecutive Sundays Worked	160
- Sunday Premium Pay Probationary Employee	31, 160
- Definition - Termination	4 16
Profile Joint Committee Profile Plan	191 26, 191
Promotional Pay Treatment	28
Rates of Pay - Appendix C	26, 27, 165 68, 69, 70, 71
- Appendix F	72, 73, 74, 75, 76 81
- Customer Services	103
 Frozen Rate Regular Employee - Definition 	169 4
Relief Period	37

	PAGE
Representatives - Change in Status of - Definition	9 6
 Notification to Notification to Company Number of 	8, 17, 27, 177, 195 9, 63 9
Safety and Health - Safety and Health Committees	14, 185 14
Salary Administration	68, 69, 70, 71, 72 73, 74, 75, 76, 152 163
Salary Treatment for Workplace	
Reorganization Trainers/Counselors	193
Saturday Premium Pay	31, 89, 99, 160
Scheduled Work Week - Definition Security Interviews	5 195
Seniority	32, 34, 49, 107
Comony	174, 179
Sickness or Accident	27, 50, 53, 54, 58
	79, 112
Sickness Absence	07 50 70
- Absence	27, 53, 79
- Quarantine	27, 53, 54 166
Split Shift for Telecommuting Sunday Premium Pay	31, 160, 161
Technological Change	26

	PAGE
Temporary Employee - Definition	4
Temporary Work Assignments	28, 111, 173
Termination Notice - New Temporary	
Employees	80
Time Allowance	9
Tour of Duty	5, 30, 33
- Arrangement and Assignment	33, 161
- Definition	5, 34
- Premium Pay	30, 78, 88, 98, 159
Transfers	59, 173
Transportation Expenses	
- On the Job	57
 Sickness or Accident 	58, 112
- To and From the Locality	56, 111
Travel Time and Expenses	56, 111
- Board and Lodging	57
- Transportation Expenses	57
Treatment of Employees on a Frozen Rate	
of Pay	115, 169
Union Dues	6, 77, 115, 156
Utilization of External Human Resources	407
and Outsourcing	197
Vacations	46
- Entitlement	47, 48, 52
- Holiday During	49 51 52
- Pay in Lieu of	51, 52

	PAGE
- Period	48, 49
- Schedules	49
- Sickness or Accident Prior to	50
Validity of Agreement	62
Visual Display Terminal	172
Voluntary Programs of Reduced Hours	177
Wage Administration	27, 163
Wage Increases	
- Effective Day	28
- Higher Rates of Pay	28
- Interval from One Step to the	
Next	27
- Pay Days	29
- Promotional Pay Treatment	28
- Temporary Work Assignments	28
Weekly and Hourly Basic Rates of Pay	68
Witness Clause	64
Workforce Adjustment Plan	136
- Career Transition Services	140
- Displacement Procedure	142
 Department and District Responsibilities 	137
 Involvement of the Association 	137
- Lay-Off Allowance Plan	144
o Benefits Coverage	147
o Information Lists	150
o Recall Procedures	147

	PAGE
- Management of Surplus	137
- Separation	138
Workforce Diversity	60, 200
Workforce Transition Plan	119
- Career Crossroads	123
- Displacement Procedure	127
- District and Department Responsibilities	120
 Involvement of the Association 	120
- Lay-Off Allowance Plan	130
o Benefits Coverage	132
o Information Lists	135
o Recall Procedures	133
- Management of Surplus	121
- Separation	124
Working Conditions for New Temporary	
Employees	78
Workplace Reorganization	202
Workplace Reorganization	
Trainers/Counselors - Salary Treatment	193

COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 28" day of August, 1998 BETWEEN:

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION, the duly certified bargaining agent, hereinafter referred to as the "Association",

OF THE FIRST PART:

- and -

BELL CANADA; hereinafter called the "Company",

OF THE SECOND PART.

WHEREAS, by notice dated the 26th day of February, 1998 the Association requested the Company to enter into negotiations with a view to the completion of a collective agreement, replacing the Collective Agreement dated the 7th day of July, 1995:

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

administration or alleged violation of any of the provisions of this Agreement; and

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

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

ARTICLE 1 APPLICATION

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

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

ARTICLE 2 DISCRIMINATION

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

2.02 The Company and the Association agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, political affiliation a legitimate political party, conviction for which a pardon has been granted or for exercising any rights under this Collective Agreement. The parties also agree that no employee should be subjected to sexual harassment.

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

ARTICLE 3 DEFINITIONS

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

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

Effective January 1, 1999, the working conditions outlined in Appendix E will apply to a Temporary Employee with less than six (6) months of net credited service.

- (d) "Full-Time Employee" means an employee who is normally required to work the basic hours of work.
- (e) "Part-Time Employee" means an employee who is normally required to work less than the basic hours of work.
- (f) "Occasional Employee" means a person who is engaged on the understanding that the period of employment will not exceed 45 days in a calendar year.
- (g) "Probationary Employee" means an employee who has worked less than 130 days or who has less than 12 months of net credited service. When the first of

these two (2) terms is completed, the employee will no longer be considered a probationary employee.

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

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

ARTICLE 4 DEDUCTION OF REGULAR DUES

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

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

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

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

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

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

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

ARTICLE 5 EMPLOYEE INFORMATION

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

ARTICLE 6 NOTIFICATION TO ASSOCIATION

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

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

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

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

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

ARTICLE 7 EMPLOYEE REPRESENTATIVES

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

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

ARTICLE 8 TIME ALLOWANCE

- 8.01 The Company agrees that:
- (a) An employee who has, or believes she has a grievance may confer with her Representative or with management during her scheduled working hours, without deduction of the time so occupied in the computation of the time worked for the Company, and without deduction of wages in respect thereof; provided, however, that each employee must arrange with her immediate leader, subject to service

requirements, for all time off the job required for the above purposes.

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

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

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

8.03 An authorized bargaining Representative of the

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

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

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

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

ARTICLE 9 MEETINGS

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

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

ARTICLE IO BARGAINING PROCEDURE

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

10.02 No agreement resulting from collective bargaining as herein provided shall be deemed to have been

concluded until it is reduced to writing and signed by the authorized bargaining Representatives of the Association and by the designated bargaining Representatives of the Company, and an agreement so signed shall take effect as and from the effective date specified therein.

ARTICLE 11 EXPENSES

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

ARTICLE 12 MANAGEMENT RIGHTS

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

ARTICLE 13 SAFETY AND HEALTH

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

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

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

Safety and Health Committees

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

(b) The Corporate Safety and Health Committee will be responsible for establishing its own rules and procedures, as well as the rules and procedures of the Local Safety and Health Committees, their scope of responsibility, frequency of meetings and any other similar matter. 13.05 The Local Safety and Health Committees are composed in equal numbers of employees and managers of the Company.

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

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

ARTICLE 14 LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES

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

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

ARTICLE 15 DISCIPLINE

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

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

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

ARTICLE 16 GRIEVANCES

16.01 (a) The parties to this Agreement are committed to promptly resolving any differences between the Association and the employees it represents and the

immediate Manager. The parties agree that the employee's Representative, or a Representative designated by the Association, and the Manager of the employee should try to resolve the differences prior to a grievance being filed in accordance with the provisions of this Article. The employee concerned may attend this meeting, if she so desires.

(b) Grievances of an individual employee or groups of employees shall be handled by the Association at the request of the employee or employees, and shall be processed in accordance with Sections 16.03 to 16.15 inclusive. Each grievance shall be presented to the Company within 42 calendar days from the occurrence on which such grievance is based.

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

- (i) the grievor's name and occupation,
- (ii) the date of the event giving rise to the grievance,
- (iii) the nature of the grievance,
- (iv) the remedy sought from the Company,
- (v) identification of the Article(s) allegedly violated, unless the grievance relates to a matter not covered by this Agreement.

Individual and Group Grievances

Step 1

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

Step 2

16.04 Where a grievance has not been settled at Step 1, it shall be submitted by the District Representative or a Representative designated by the Association to the Contribution Path 4 Manager having jurisdiction over the grievor(s), or his designate, within 21 calendar days of the disposition of the matter at Step 1. The Manager shall have 21 calendar days following the presentation of the grievance in which to render a decision. The Manager shall present the reasons for his decision in writing to the Association.

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

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

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

(2) The Contribution Path 5 Manager, or his

equivalent shall present the reasons for his decision in writing to the Association. This shall constitute the final resolution of any grievance submitted under Section 16.05 (b) (l).

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

Dismissal

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

Policy Grievances

16.08 If the interests of the Association as a party to this Agreement are affected by the Company's interpretation, administration, application or alleged violation of any provision of this Agreement, the Association may file a grievance directly to the Contribution Path 4 Manager involved. Such grievance shall be identified as a Policy Grievance and shall be submitted by the District Representative from that district and signed on behalf of the Association. That Manager shall have 21 calendar days following the presentation of the grievance in which to render a decision. The Manager shall present the reasons for his decision in writing to the Association.

A Policy Grievance may also be submitted in accordance with the provisions of subsection 16.09 (b) where it concerns a matter of broader application than a district.

16.09 (a) If a Policy Grievance has not been settled as provided under the provisions of Section 16.08, it shall be submitted by an Officer of the Association to the Contribution Path 5 Manager, or equivalent, within 42 calendar days of the disposition of the matter under Section 16.08. That Manager shall have 42 calendar days following the presentation of the grievance in which to render a decision. The Manager shall present the reasons for his decision in writing to the Association.

(b) A Policy Grievance of broader application than a district may be signed and submitted by an Officer of the Association directly to the Contribution Path 5 Manager, or equivalent. That Manager shall have 42 calendar days following the presentation of the grievance in which to render a decision. The Manager shall present the reasons for his decision in writing to the Association.

16.10 Where a Policy Grievance has not been settled as provided under the provisions of Section 16.09, the grievance shall be processed in accordance with the provisions of subsection 16.05 (a).

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

Time Limits

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

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

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

General

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

concurrence of the employee's Representative.

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

ARTICLE 17 ARBITRATION

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

17.02 In the event that it becomes necessary to submit any matters to arbitration, the parties will endeavour in each

instance to agree upon and appoint a single arbitrator within IO calendar days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Canada, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written collective agreements.

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

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

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

17.06 The decision of the arbitrator shall be final and

binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based.

ARTICLE 18 FORCE ADJUSTMENT

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

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

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

ARTICLE 19 TECHNOLOGICAL CHANGE

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

ARTICLE 20 RATES OF PAY

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

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

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

proportion of the rates of pay hereby established.

ARTICLE 21 WAGE ADMINISTRATION

Wage Increases

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

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

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

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

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

Promotional Pay Treatment

21.05 Where an employee is promoted, the rate of pay on promotion shall be the rate on the salary group of the new job which corresponds with the employee's salary group step. The months accumulated since the last scheduled increase prior to promotion shall be credited to the employee on the salary group of the new job. However, the number of months so accumulated is limited to the time interval to reach the next step of the salary group as outlined in Appendix C of this Agreement.

Temporary Work Assignments

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

Higher Rates of Pay

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

21.08 An employee shall be paid every alternate Wednesday at her basic rate of pay for the two-week (2) period ending the Saturday previous to the pay day; and for overtime work and other additions in pay for the two-week (2) period preceding the period for which the basic rate is paid. Pay will be adjusted for unpaid absences which occurred during such earlier two-week (2) period.

ARTICLE 22 DIFFERENTIAL AND PREMIUM PAY

Differential for Work in Off-Normal Period

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

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

22.02 A differential shall not be paid for:

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

Premium Pay for Change in Tour of Duty

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

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

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

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

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

Premium Pay for Consecutive Saturdays Worked

22.06 An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one-half day (3 3/4 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

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

Sunday Premium Pay

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

22.09 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which,

exclusive of the differentials provided in Section 22.01, and the special compensation provided in Section 22.10, is higher than her basic rate of pay.

Christmas Eve and New Year's Eve - Special Compensation

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

ARTICLE 23 SENIORITY

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

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

ARTICLE 24 HOURS OF WORK

Full-Time Employees

24.01 The basic hours of work per day for a full-time employee shall be 7 I/2 hours.

24.02 The basic hours of work per week for a full-time employee shall be 37 1/2 hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (IO) days totalling 75 hours.

Part-Time Employees

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

Arrangement and Assignment of Tours of Duty

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

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

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

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

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

Meal Period

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

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

- (a) all or a portion of her regularly scheduled tour of duty in an off-normal period, or
- (b) in the day period on Sunday, if Sunday is included in her scheduled work week, or

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

ARTICLE 25 OVERTIME

Overtime Payments, Full-Time and Part-Time Employees

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

- (a) in addition to 7 I/2 hours of work on any day, or
- (b) on a day outside her scheduled work week.

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

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

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

- (a) on any given day, until she has worked the basic hours of work per day (7 1/2 hours), or
- (b) in a given week, until she has worked the basic hours of work per week (37 1/2 hours).

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

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

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

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

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

Minutes Worked	Time Paid For
$\begin{array}{rrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrrr$	Nil 1/2 hr. 3/4 hr. 1 hr. 1% hrs. 1% hrs. 1% hrs. 2 hrs. 21/4 hrs.
91 -100	2 1/2 hrs.
etc.	etc.

and

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

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

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

25.08 (a) Where an employee is required to work

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

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

(c) If the amount to which an employee would be entitled under subsections 25.08 (a) or (b) is less than 3% hours pay, she shall receive a payment of 3% hours pay.

25.09 Notwithstanding the above provisions of this Article, where the Company agrees to compensate an employee for overtime hours worked by permitting the employee time off from her scheduled hours of work, such time off shall be banked on the basis of one and one-half (1%) hour for each hour of overtime worked. When taken, such time off shall be paid at the employee's basic rate of pay. Any such compensating time off shall be subject to the limits and conditions determined by the Company.

ARTICLE 26 HOLIDAYS

26.01 The following shall be recognized as Company holidays:

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

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

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

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

26.04 Where a Company holiday falls on a Sunday, the

Monday immediately following shall be observed as the holiday.

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

26.06 Where a Company holiday falls on a Saturday, the Company shall either include it in the weekly schedule of an employee or shall grant another day off with pay, computed in accordance with Section 26.12, outside the period of the annual vacation at a time determined by the Company.

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

- (a) Where Boxing Day falls on a Monday, the Tuesday immediately following shall be observed as the holiday.
- (b) Where Boxing Day falls on a day Tuesday to Friday inclusive, it shall be included in the weekly schedule for all employees for that week.
- (C) Where Boxing Day falls on a Saturday, an employee, unless the Saturday has been included in her weekly schedule, shall be granted the day off with pay on the Monday immediately following.

Pay for Work on a Holiday

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

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

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

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

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

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

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

or

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

and in addition,

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

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

26.11 Where an employee is required to work on a Saturday holiday as a day outside her scheduled work week, she shall be paid on an overtime basis for the time worked and shall be granted another day off with pay as provided in Section 26.06.

Pay for Holiday not Worked

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

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

or

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

ARTICLE 27 DAYS OFF WITH PAY

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

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

or

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

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

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

27.03 Where an employee cannot be granted a day off with pay in accordance with the provisions of subsection 27.02 (a), she shall be paid one (1) additional day's pay, at her basic rate of pay, or if a part-time employee, the greater of, not to exceed one-fifth of the basic weekly rate of pay:

 (a) 10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay; (b) 5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the day off with pay.

Personal Days Off With Pay

27.04 (a) In addition to the days off with pay provided in Section 27.01, each full-time employee with five (5) years or more of net credited service, will be granted days off with pay for personal needs, at her basic rate of pay for the day.

(b) These personal days off with pay will be granted for the duration of the collective agreement as follows:

Data	•		<u>(</u>	<u>Number of</u> <u>personal</u> days off with
Date	<u>S</u>			pay
0		Max 04 4000		Λ
September I,1998		•		4
June 1,1999		May 31,2000		4
June 1,2000		May 31,200I		4
June I,2001	-	May 31,2002		4

27.05 In addition, paid transition days will be granted to full-time employees described in subsection 27.04 (a) as follows:

<u>Dates</u>		<u>Number of</u> <u>paid</u> <u>transition</u> <u>davs</u>
September 1, 1998 -	May 31, 1999	4
June I, 1999 -	May 31,2000	4
	May 31,200I	2

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

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

ARTICLE 28 VACATIONS

NOTE:

Notwithstanding the provisions of this Article set out below, an employee's entitlement to vacation with pay for a calendar year during which an employee takes a leave of absence with net credited service, shall be as determined by the terms and conditions of the leave. 28.01 An employee shall be entitled to vacation with pay in accordance with the following provisions of this Article.

Entitlement in Year of Engagement or Re-Engagement

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

For purposes of this Section:

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

Entitlement in Subsequent Years

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

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

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

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

**

*

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

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

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

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

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

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

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

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

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

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

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

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

practice; but

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

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

and in addition,

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

or

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

Pay in Lieu of Vacation

28.13 An employee shall be entitled to pay in lieu of

vacation in accordance with the following Sections.

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

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

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

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

and in addition,

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

or

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

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

ARTICLE 29 SICKNESS ABSENCE

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

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

- (a) An employee with six (6) months but less than two (2) years service shall be paid for that part of the absence in excess of four (4) consecutive half tours.
- (b) An employee with two (2) but less than four (4) years service shall be paid for that part of the absence in excess of two (2) consecutive half tours.
- (c) In the determination of pay treatment in subsections 29.01 (a) and (b), a return to work not exceeding two (2) half tours shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for purposes of determining the eighth full calendar day of absence, any return to work shall interrupt the continuity of an absence.
- (d) An employee with four (4) or more years service shall be paid for the full absence.
- (e) An employee is not entitled to any pay or other benefit provided under this Article for any day in which she is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

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

29.02 Upon the eighth full calendar day of an absence covered under Section 29.01, such an absence shall be treated in accordance with applicable Company practices

currently in effect, or as amended from time to time following notification to the Association.

ARTICLE 30 BEREAVEMENT LEAVE

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

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

her father, her mother, the spouse or common-law spouse of her father or mother

her brother, her sister

her father-in-law, her mother-in-law, the spouse or common-law spouse of her father-in-law or motherin-law

the father or mother of her common-law spouse or same-sex partner

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

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

ARTICLE 31 TRAVEL TIME AND EXPENSES

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

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

location, will be considered as travel time within the meaning of this Article.

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

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

Transportation Expenses

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

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

Board and Lodging

31.07 Where an employee is required to work outside her headquarters and to remain away from home overnight, she

shall be paid approved board and lodging expense.

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

ARTICLE 32 NORTHERN SERVICE

Definitions

32.01 The following definitions shall apply to this Article:

- (a) "Northern Allowance" means a flat rate weekly amount payable by the Company to employees working in a
- 5 Northern Locality. This amount is in addition to the
- basic rate for the particular locality and any premiums or differentials as provided for elsewhere in this Agreement.
- (b) "Northern Locality" means any locality designated as such by the Company and includes Kuujjuaq as well as all other locations the Company may designate as such during the term of this Agreement.

General

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

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

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

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

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

ARTICLE 33 TRANSFERS

33.01 All regular employees are eligible for transfer consideration in accordance with applicable Company practices currently in force, or as amended from time to

time following consultation with the Association. The Company intends to fill job vacancies with qualified Company employees, whenever possible.

ARTICLE 34 WORKFORCE DIVERSITY

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

(b) The implementation of special measures and the accommodation of differences to correct conditions of disadvantage in employment, may be required, for: women, aboriginal people, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada. In a similar vein, the Company and the Association recognize the importance of creating greater awareness and acceptance of the diversity of the workforce.

ARTICLE 35 COST OF LIVING ALLOWANCE

Not in Force for Term of Present Collective Agreement:

35.01 If the November 1993 Consumer Price Index (C.P.I.) exceeds the C.P.I. for November 1992 by more

than 3.0%, then all basic rates of pay in effect at January 31, 1994 will be increased effective in February 1994 by a percentage figure equal to the difference between the percentage increase in the C.P.I. and 3.0%.

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

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

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

ARTICLE 36 BENEFITS

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

- the Pension Plan
- the Income Protection Program
- the Transition Benefit Plan
- the Basic Group Life Insurance Plan
- the Comprehensive Medical Expense Plan
- the Vision Care Plan
- the Dental Plan
- the Business Travel Insurance Plan

ARTICLE 37 VALIDITY OF AGREEMENT

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

ARTICLE 38 CANCELLATION OF PREVIOUS AGREEMENT

38.01 This Agreement, from its effective date, supersedes and cancels the Collective Agreement between the Company and the Association, applying to employees as defined in Article 3 and dated the 7th day of July, 1995.

ARTICLE 39 DURATION

39.01 This Agreement shall be effective August <u>30, 1998</u> except as otherwise herein provided, and shall remain in full.---for- to and including May 31, <u>20</u>02.

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

39.03 Notice to terminate under this Article shall be effectively given if addressed by the Company to the Secretary of the Canadian Telephone Employees' Association, Room 360, Place du Canada, Montreal, Quebec, H3B 2N2, or by the Association to the Secretary, Bell Canada, Room 3700, 1000 de la Gauchetiere West, Montreal, Quebec, H3B 4Y7, and in either case is received at least 60 days prior to the termination date specified therein.

WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 28" day of August, 1998.

Bell Canada

Canadian Telephone Employees' Association

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

APPENDIX A

LIST OF CLERICAL AND ASSOCIATED OCCUPATIONS

SALARY GROUP C

Associate -

Administrative Support **Budget & Results** Communications Computer Aided Design **Computer Control** Contracts Corporate Financial Results & Reports Data Analysis Equipment & Facilities Assignment Human Resources Information Processing Machine Operation Mail & Office Routines Materiel Administration Public Communications Services support **Public Affairs** Reception Right of Way Traffic Studies Verification Word Processing Workforce Planning

Client Representative -

Customer Interview Market Support

Public Communications Technician

SALARY GROUP B

Associate -

Billing Business Service Coordination Computer Support Control Centre Administrative Support Creative & Artistic Design Services Materiel Network Administration Network Surveillance Centre Research Service Provisioning & Activation Centre

Client Representative -

Billing Inquiries Cable Location Consumer Market Phonecentre Sales Repair Revenue & Assets Recovery Sales & Service Support

APPENDIX A

LIST OF CLERICAL AND ASSOCIATED OCCUPATIONS (Cont'd)

SALARY GROUP A

Associate -

Access Network Coordination Circuit Design Computer Applications Support Design Provisioning Switching Translations

Client Representative -

Business Market Business Market Operations

Resource Associate

APPENDIX B

LIST OF LOCALITIES

Alma

Barrie Belleville Brampton Brantford Brockville

Chatham Chicoutimi Cornwall

Drummondville

Granby Guelph

Hamilton Hull Huntsville

Joliette

Kingston Kitchener Kuujjuaq

London

Montreal

Newmarket Niagara Falls North Bay

Oakville Orillia Oshawa Ottawa Owen Sound

Pembroke Peterborough

Quebec

Rivière-du-Loup

St. Catharines St-Hyacinthe St-Jean St-Jérôme Sarnia S-S-Marie Sherbrooke Sudbury

Thunder Bay Toronto Trois-Rivières

Valleyfield

Welland Windsor Woodstock

APPENDIX C

Weekly and Hourly Basic Rates of Pay

CI - Salary Administration

C2 - Weekly Basic Rates of Pay

C3 - Hourly Basic Rates of Pay

APPENDIX CI

Salary Administration

- 1. All Regular Full-Time employees are paid weekly basic rates of pay. (Appendix C2)
- 2. All Part-Time employees are paid hourly basic rates of pay. (Appendix C3)
- 3. For the purposes of calculating paid overtime for both Full-Time and Part-Time employees, hourly basic rates of pay will be used. (Appendix C3)
- 4. Salary Schedule 1 will remain in effect for each employee until her first salary progression occurring on or after October 1, 1998.
- As of October 1, 1998, any employee whose salary is at top step (step 10) of Salary Schedule 1 will have her salary established at top step (step 6) of Salary Schedule 2.
- 6. At the date of the first salary progression anniversary which occurs on or after October 1, 1998, the employee's salary will be subject to progression, in accordance with section 21.03 of the Collective Agreement.

APPENDIX CI

Salary Administration (Cont'd)

The progressional increase will be determined as follows:

- After applying one step of progression on Salary Schedule 1, not to exceed the maximum of the Salary Group, the salary will be integrated into the same Salary Group on Salary Schedule 2.
- If the salary corresponds with that of a step on Salary Schedule 2, there is no further change to the employee's salary.
- If the salary falls between two steps on Salary Schedule 2, it will be increased to that of the next higher step.
- The employee's salary will be subject to further progressional increases, in accordance with section 21.03 of the Collective Agreement, at each twelvemonth anniversary of the integration into Salary Schedule 2.
- Any employee hired under Appendix C before October 1, 1998, will have her salary established on Salary Schedule 1.

SALARY GROUPS WEEKLY BASIC RATES OF PAY*

EFFECTIVE AUGUST 30, 1998

EFFECTIVE UPON CONVERSION BEGINNING OCTOBER 1, 1998

SALARY SCHEDULE 1**

STEP	SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
1	\$ 353.90	\$ 373.35	\$ 426.15
2	393.15	414.75	473.55
3	425.75	449.15	512.50
4	453.45	478.35	548.25
5	486.10	512.80	587.15
6	516.40	544.75	620.45
7	552.55	582.90	660.50
8	594.45	627.10	704.20
9	635,90	670.80	753.25
10	692.10	730.00	810.90

* These rates apply only to Full-Time employees.

L

** The interval between Steps 1 to 9 shall be six months. The interval between Steps 9 to 10 shall be twelve months.

Nota: See Appendix C3 for hourly rates applicable to overtime.

SALARY SCHEDULE 2

STEP	SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
1	\$ 425.75	\$ 449.15	\$ 512.50
2	485.36	512.03	584.25
3	543.60	573.47	654.36
4	597.96	630.82	719.80
5	645.79	681.29	777.38
6	692.10	730.00	810.90

APPENDIX C2

SALARY GROUPS WEEKLY BASIC RATES OF PAY*

EFFECTIVE JUNE 1, 1999

SALARY SCHEDULE 1**

STEP	SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
9	\$ 642.26	\$ 677.51	\$ 760.78
10	699.02	737.30	819.01

SALARY SCHEDULE 2

STEP	SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
1	\$ 430.01	\$ 453.64	\$ 517.63
2	490.21	517.15	590.09
3	549.04	579.20	660.90
4	603.94	637.13	727.00
5	652.25	688.10	785.15
6	699.02	737.30	819.01

* These rates apply only to Full-Time employees.

** Only applies to employees on step 9 whose salary has not yet been established on Salary Schedule 2.

Nota: See Appendix C3 for hourly rates applicable to overtime.

SALARY GROUPS WEEKLY BASIC RATES OF PAY*

EFFECTIVE JUNE 1, 2000

STEP	SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
1	\$ 434.31	\$ 458.18	\$ 522.81
2	495.11	522.32	595.99
3	554.53	584.99	667.51
4	609.98	643.50	734.27
5	658.77	694.98	793.00
6	706.01	744.67	827.20

SALARY SCHEDULE 2

* These rates apply only to Full-Time employees.

Nota: See Appendix C3 for hourly rates applicable to overtime.

APPENDIX C2

SALARY GROUPS WEEKLY BASIC RATES OF PAY*

EFFECTIVE JUNE 1, 2001

STEP	SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
1	\$ 445.17	\$ 469.63	\$ 535.88
2	507.49	535.38	610.89
3	568.39	599.61	684.20
4	625.23	659.59	752.63
5	675.24	712.35	812.83
6	723.66	763.29	847.88

SALARY SCHEDULE 2

These rates apply only to Full-Time employees.

*

Nota: See Appendix C3 for hourly rates applicable to overtime.

SALARY GROUPS HOURLY BASIC RATES OF PAY*

EFFECTIVE AUGUST 30, 1998

EFFECTIVE UPON CONVERSION BEGINNING OCTOBER 1, 1998

SALARY SCHEDULE 1**

STEP	SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
1	\$ 9.83	\$10.37	\$11.84
2	10.92	11.52	13.15
3	11.83	12.48	14.24
4	12.60	13.29	15.23
5	13.50	14.24	16.31
6	14.34	15.13	17.23
7	15.35	16.19	18.35
8	16.51	17.42	19.56
9	17.66	18.63	20.92
10	19.23	20.28	22.53

SALARY SCHEDULE 2

STEP	SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
1	\$ 11.83	\$ 12.48	\$ 14.24
2	13.48	14.22	16.23
3	15.10	15.93	18.18
4	16.61	17.52	19.99
5	17.94	18.92	21.59
6	19.23	20.28	22.53

- * These rates apply only to Part-Time employees and for calculation of paid overtime for all employees. Note that these rates have been rounded to two decimal places.
- ** The interval between Steps 1 to 9 shall be six months. The interval between Step 9 and 10 shall be twelve months.

SALARY GROUPS HOURLY BASIC RATES OF PAY*

EFFECTIVE JUNE 1, 2001

STEP	SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
1	\$ 11.87	\$ 12.52	\$ 14.29
2	13.53	14.28	16.29
3	15.16	15.99	18.25
4	16.67	17.59	20.07
5	18.01	19.00	21.68
6	19.30	20.35	22.61

SALARY SCHEDULE 2

* These rates apply only to Part-Time employees. Note that these rates have been rounded to two decimal places.

APPENDIX D

ACHIEVEMENT INCENTIVE PLAN

The Achievement Incentive plan recognizes the contribution of employees to overall Company performance measured against two criteria: financial results and customer satisfaction.

The plan, as determined by the Company and set out in its practices, is subject to modification to better reflect evolving business structure, goals and strategies. The Company agrees that the Bargaining Committees will be informed of any changes to the Achievement Incentive plan prior to their implementation.

Annual compensation under the Achievement Incentive plan for achieving target results will be 4.5% of basic rates of pay for the 1998 performance year and 5% of basic rates of pay for the 1999, 2000 and 2001 performance years.

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

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES

The following working conditions shall be applicable to Temporary Employees hired on or after January 1, 1999 and with less than six (6) months of net credited service. These conditions apply in lieu of normal provisions within the collective agreement. All other articles of the Clerical and Associated Employees' Collective Agreement will apply.

- 1) <u>Overtime</u>
 - Time and one-half after 8 hours per day or 40 hours per week.
- 2) <u>Holidays</u>
 - Payment for a holiday if the employee has worked a minimum of 15 days in the 30 days immediately preceding the holiday.
- 3) Differentials and Premiums
 - Payment of differentials and premiums is not applicable.

APPENDIX E

<u>WORKING CONDITIONS FOR</u> <u>NEW TEMPORARY EMPLOYEES</u> (Cont'd)

- 4) Sickness Absence
 - All rights under the applicable legislation for workrelated illness or injury apply.
 - 5) <u>Bereavement Leave</u>
 - For employees with less than three (3) consecutive months of continuous employment, entitlement to unpaid bereavement leave on any normal working days that occur during the three (3) days immediately following the day of the death of an immediate family member.
 - For employees with three (3) consecutive months or more of continuous employment, entitlement to paid bereavement leave on any normal working days that occur during the three (3) days immediately following the day of the death of an immediate family member.

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES (Cont'd)

- Immediate family is defined as : spouse, father, mother, spouse of the father or mother, child, brother, sister, father-in-law, mother-in-law, spouse of the father-in-law or mother-in-law, and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.
- . The term "spouse" includes common-law spouse and same-sex partner.
- 6) <u>Termination Notice</u>
 - Employees with three (3) consecutive months of continuous employment are entitled to two (2) weeks notice or pay in lieu of notice upon termination.
 - Employees with less than three (3) consecutive months of continuous employment are entitled to one (1) week notice or pay in lieu of notice upon termination.

APPENDIX F

RATES OF PAY FOR TEMPORARY EMPLOYEES

HIRED ON A SEASONAL BASIS

Effective August 30. 1998

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

SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
Hourly Rate	Hourly Rate	Hourly Rate
\$9.83	\$10.37	\$11.84

Should the period of employment of those employees unexpectedly reach six (6) months, or the employee accumulates six (6) months of net credited service, the salary rate shall be brought, according to Company practices, to the appropriate salary group as described in Salary Schedule 2 of Appendix C of this Collective Agreement.

APPENDIX F

RATES OF PAY FOR TEMPORARY EMPLOYEES

HIRED ON A SEASONAL BASIS (Cont'd)

The months accumulated since the last date of hiring shall be credited to the employee for purposes of future salary increases.

The above-mentioned salary rates shall be reviewed with the Association on an annual basis, or more frequently if required, on a consultative basis, in order to ensure that the hourly rates remain competitive.

ALPHABETICAL INDEX

MEMORANDA OF AGREEMENT	PAGE
1998 Compressed Work Week	84
Compressed Work Week	95
Customer Services	103
Definitions/Reclassification: Transition Guidelines	106
Home Dispatch	109
Lump Sum Treatment	114
Memorandum of Agreement Between:	117
- Workforce Transition Plan	119
- Workforce Adjustment Plan	136
Phonecentre/Téléboutique	151
Split Shift for Telecommuting	166
Treatment of Employees on a Frozen Rate of Pay	169
Visual Display Terminal	172
Voluntary Programs of Reduced Hours	177

1998 COMPRESSED WORK WEEK

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

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

Effective Period

This memorandum is effective as of August 30, 1998 until June 5, 1999.

<u>Approval</u>

Approval to implement a compressed work week schedule in any part of the Company's operations may be granted by local management in accordance with departmental directives based on business requirements. Employee participation is voluntary.

Scheduling Options

Where approval to implement a compressed work week schedule has been granted, one of the two following options shall be mutually agreed upon for implementation:

Option I

The basic hours of work per day shall be nine (9) hours. The basic hours of work per week shall be 37.5 hours on the basis of a four (4) day week. Thirty-six hours shall be worked, one and one-half (1 l/2) hours will be granted in lieu of Personal Transition Days and Personal Days Off With Pay.

Option II

The basic hours of work per day shall be eight (8) hours. The basic hours of work per week will be averaged over a two-week pay period on the basis of nine (9) days totalling 75 hours (based on a two-week schedule comprising five (5) days in one of the weeks and four (4) days in the other). Seventy-two hours shall be worked, three (3) hours will be granted in lieu of Personal Transition Days and Personal Days Off With Pay.

Working Conditions

The working conditions applicable to employees working a compressed work week shall be those contained in the Collective Agreement currently in force between the parties,

except where such conditions are governed by the provisions of this Memorandum of Agreement.

Duration

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

Right to Discontinue

The Company, at its discretion and at any time, may discontinue any compressed work week schedule implemented under the terms of this Memorandum of Agreement.

COMPRESSED WORK WEEK CLERICAL & ASSOCIATED EMPLOYEES

The following changes to the' provisions of the 'Collective Agreement currently in effect between the parties shall 'apply exclusively to Full-Time Employees working a Compressed Work Week.

	COMPRESSED WORK WEEK OPTIONS	
COLLECTIVE AGREEMENT PROVISION	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5-4) WORK WEEKS APPLICATION
DEFINITIONS - ARTICLE 3		
• 3.01 (I)		
"Day Period" means the period of time between 6:00 A.M. and 7:00 P.M. on any day.	"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.	"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.
. 3.01 (m)		
"Off-Normal Period" means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day.	"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.	"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.

COMPRESSED WORK WEEK

CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

	COMPRESSED WORK WEEK OPTIONS		
COLLECTIVE AGREEMENT PROVISION	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5-4) WORK WEEKS APPLICATION	
DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22 Premium Pay for Change in Tour of Duty			
. 22.03 (a) If an employee is given less than six (6) days notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.	Status quo. Nota* Thisprovision shall only apply while working on a compressed work week; it shall not apply at time of transition (Le., going from regular schedule to compressed work week or vice versa).	Status quo. Nota* This provision shall only apply while working on a compressed work week; it shall not apply at time of transition (i.e., going from regular schedule to compressed work week or vice versa).	

<u>COMPRESSED WORK WEEK</u> CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

	COMPRESSED WORK WEEK OPTIONS	
COLLECTIVE AGREEMENT PROVISION	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5-4) WORK WEEKS APPLICATION
DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22 (cont'd) Premium Pay for Consecutive		
Saturdays Worked Saturdays Worked . 22.06 An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one-half day (3% hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.	An employee who is scheduled to work at least one-half day (4% hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.	An employee who is scheduled to work at least one half day (4 hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

COMPRESSED WORK WEEK CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

	COMPRESSED WORK WEEK OPTIONS	
-COLLECTIVE AGREEMENT PROVISION	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5-4) WORK WEEKS APPLICATION
HOURS OF WORK - ARTICLE 24		
 Basic daily - Full-time 24.01 		
The basic hours of work per day for a full-time employee shall be 7 1/2 hours.	The basic hours of work per day for a full-time employee shall be nine (9) hours.	The basic hours of work per day for a full-time employee shall be eight (8) hours.
Basic Weekly - Full-Time 24.02		
The basic hours of work per week for a full-time employee shall be 37 1/2 hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 75 hours.	The basic hours of work per week for a full-time employee shall be 37 1/2 hours on the basis of a compressed work week. One and one-half (1 1/2) hours will be granted every week in lieu of Personal Days Off With Pay or Paid Transition Days.	The basic hours of work per two-week (2) pay period for a full-time employee shall be 75 hours on the basis of nine (9) days in a two-week (2) pay period. Three (3) hours will be granted in a two-week (2) pay period in lieu of Personal Days Off With Pay or Transition Days.

COMPRESSED WORK WEEK CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

	COMPRESSED WORK WEEK OPTIONS	
COLLECTIVE AGREEMENT PROVISION	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5-4) WORK WEEKS APPLICATION
DAILY/WEEKLY OVERTIME - FULL-TIME ARTICLE 25		
 For a full-time employee overtime means the time worked: (a) in addition to 7 1/2 hours of work on any day, or (b) on a day outside her 	 For a full-time employee overtime means the time worked: (a) in addition to nine (9) hours of work on any day, or (b) on a day outside her scheduled 	 For a full-time employee overtime means the time worked: (a) in addition to eight (8) hours of work on any day, or (b) on a day outside her scheduled
scheduled work week.	work week.	work weeks.

COMPRESSED WORK WEEK CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

	COMPRESSED WORK WEEK OPTIONS		
COLLECTIVE AGREEMENT PROVISION	FOUR (4) DAY WORK WEEK APPLICATION	FIVE, FOUR (5-4) WORK WEEKS APPLICATION	
DAYS OFF WITH PAY - ARTICLE 27			
. 27.01 - 27.03 (Two (2) days off with pay)	These Sections shall not apply to employees working on a compressed work week.	Under these Sections employees will be entitled to one (1) day off with pay. This day off with pay shall be scheduled in accordance with subsection 27.02 (a).	
Personal Days Off With Pay			
• 27.04 - 27.07	These Sections shall not apply to employees working on a compressed work week.	These Sections shall not apply to employees working on a corn pressed work week.	

<u>General</u>

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

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

The parties agree that the provisions of Articles 16 and 17 of the Collective Agreement currently in force between the parties, shall be used for the purpose of processing any differences regarding the interpretation or administration of the terms and conditions applicable to the employees working on a compressed work week basis. It is further agreed that any such differences shall be based on the terms and conditions set out in this Memorandum of Agreement, where applicable. Signed at Montreal this 28th day of August, 1998.

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance

Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

COMPRESSED WORK WEEK

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

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

Effective Period

This memorandum is effective on June 6" 1999.

<u>Approval</u>

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

Compressed Work Week Schedule

Where approval to implement a compressed work week schedule has been granted, each district, section or natural working team shall agree to one schedule for implementation involving all participating employees in the group. The group will develop whatever compressed work week schedule that best suits their needs as long as it totals 75 hours per pay period or 150 hours per two (2) pay periods.

Working Conditions

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

Duration

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

Riaht to Discontinue

The Company, at its discretion and at any time, may discontinue any compressed work week schedule implemented under the terms of this Memorandum of Agreement. Prior to discontinuing the compressed work week, the District Representative will be advised of the reasons of the decision by the Contribution Path 4 (CP4) leader.

<u>COMPRESSED WORK WEEK</u> <u>CLERICAL & ASSOCIATED EMPLOYEES</u>

The following changes to the provisions of the Collective Agreement currently in effect between the parties shall apply exclusively to Full-Time Employees working a Compressed Work Week.

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION	
DEFINITIONS - ARTICLE 3		
• 3.01 (I)		
"Day Period" means the period of time between 6:00 A.M. and 7:00 P.M. on any day.	"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.	
• 3.01 (m)		
"Off-Normal Period" means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day.	"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.	
DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22		
Premium Pay for Change in Tour of Duty		
• 22.03 (a)	Status quo.	
If an employee is given less than six (6) days notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.	Nota: This provision shall only apply while working on a compressed work week; it shall not apply at time of transition (i.e., going from regular schedule to compressed work week or vice versa).	

COMPRESSED WORK WEEK CLERICAL & ASSOCIATED EMPLOYEES (Cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22 (cont'd)	
Premium Pay for Consecutive Saturdays W o r k e d	
. 22.06	
An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one-half day (3% hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.	 An employee who is scheduled to work at least one-half day on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked. Nota: One-half day is the assigned hours of work per day divided by two (2) depending on the chosen schedule.
HOURS OF WORK - ARTICLE 24	
Full-Time Employees	
. 24.01	
The basic hours of work per day for a full-time employee shall be 7 1/2 hours.	The basic hours of work per day for a full-time employee shall be established based on the chosen schedule.
. 24.02	
The basic hours of work per week for a full-time employee shall be 37% hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (IO) days totalling 75 hours.	The basic hours of work per two-week (2) period for a full-time employee shall be 75 hours on the basis of less than ten (10) days in a two-week (2) period or 150 hours on the basis of less than 20 days in a four-week (4) period.

<u>COMPRESSED WORK WEEK</u> <u>CLERICAL & ASSOCIATED EMPLOYEES</u> (Cont'd)

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION	
OVERTIME - ARTICLE 25		
Overtime Payments, Full-Time and Part- Time Employees		
• 25.01		
For a full-time employee overtime means the time worked:	For a full-time employee overtime means the time worked:	
(a) in addition to 7 l/2 hours of work on any day, or	 (a) in addition to the assigned basic hours of work scheduled for that day depending on the chosen schedule, or 	
(b) on a day outside her scheduled work week.	(b) on a day outside her scheduled work weeks.	
DAYS OFF WITH PAY - ARTICLE 27		
Personal Days Off With Pay		
. 27.04 - 27.07	Under these sections employees will be granted two (2) personal days off with pay for personal needs or emergencies during the applicable prescribed period.	
	In addition, employees will be granted paid transition days based on the number of hours worked per day for the majority of the tours scheduled:	
	Paid transition days	
	<u>9 hours</u> <u>less than</u> and <u>9 hours</u> more	
	June 6, 1999 -May31, 200042June 1, 2000 -May31, 200121	

<u>General</u>

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

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

The parties agree that the provisions of Articles 16 and 17 of the Collective Agreement currently in force between the parties, shall be used for the purpose of processing any differences regarding the interpretation or administration of the terms and conditions applicable to the employees working on a compressed work week basis. It is further agreed that any such differences shall be based on the terms and conditions set out in this Memorandum of Agreement, where applicable. Signed at Montreal this 28th day of August, 1998.

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

CUSTOMER SERVICES

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

This is to confirm our agreement with respect to the alternate rates of pay that are in effect for Client Representatives - Consumer Market and Client Representatives - Billing Inquiries engaged or re-engaged on or after June 1, 1997.

The following alternate rates of pay will apply as of August 30, 1998 until conversion to Salary Schedule 2 in Appendix C3 of this Collective Agreement:

Hourly Rate

Employee (O-3 months)	\$11.36
Employee (> 3 months)	\$12.80

Effective October 1 ,I 998, once an employee has reached 12 months net credited service (NCS), her salary will be

converted to Step 2 of Salary Schedule 2 in Appendix C3.

Employees with more than 12 months NCS, will receive credit for NCS in excess of 12 months towards the next progressional increase. Progressional increases will be granted in accordance with Section 21.03 of the Collective Agreement.

Nota: For the purpose of conversion to Salary Schedule 2 and for progressional increase under Section 21.03, NCS is defined as time worked and accumulated on a job covered by this memorandum of agreement.

<u>General</u>

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

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

Signed at Montreal this 28" day of August, 1998.

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

DEFINITIONS / RECLASSIFICATION: TRANSITION GUIDELINES

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

This is to confirm our agreement with respect to the transition guidelines applicable to some of the employee definitions found in the Collective Agreement and to employee reclassifications.

The transition guidelines agreed to are as follows:

1. All existing Regular Term Employees, who are meeting defined job standards, will be reclassified to Regular Part-time status within one (1) month of the signing of this Collective Agreement, except those hired on the basis of a specified term; and who may become surplus in the foreseeable future. Employees not reclassified may be terminated upon completion of their project or at the end of their term or reclassified to Regular Part-time status by December 31, 1998. The definition Regular Term Employee will be eliminated effective January 1,1999.

2. Temporary Employees who will have worked 24 consecutive months and have two (2) years of net credited service by December 31,1998, will be reclassified to Regular Part-time status, provided they are meeting defined job standards and are not surplus or are not expected to be surplus in the foreseeable future. All other reclassifications of Temporary Employees shall follow the Reclassification Guidelines for Temporary Employees as outlined in Company practices.

The Company agrees to reclassify a minimum of 400 Regular Part-time Employees to a Regular Full-time status, by November 30, 1998. The number of employees to be reclassified will be determined by the CP4 leader based on business needs, within natural working teams. To be reclassified, employees must volunteer, have six (6) months of continuous employment on their current job and meet defined job standards. Given the above criteria, employees will be selected based on seniority. Subsequent reclassifications to Regular Full-time will continue to be based on business requirements and shall follow guidelines outlined in Company practices.

Where an employee is in a locality planned for closure, she should be considered for reclassification when there is a definite plan for her reassignment to a growth location within her department. Consultation between management and CTEA Representatives will be encouraged throughout this process. It is further agreed that the Company will review the outcome of these transition and reclassification activities at a consultative meeting during the 1st quarter 1999.

<u>General</u>

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

Signed at Montreal this 28th day of August, 1998.

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

HOME DISPATCH

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

AND CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

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

Eligibility

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

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

Home Dispatch

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

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

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

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

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

ARTICLE 31 TRAVEL TIME AND EXPENSES

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

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

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

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

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

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

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

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

<u>General</u>

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

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

Signed at Montreal this 28th day of August, 1998

Diane Long
Robert Bourdon
Kenneth Lloyd
Louise Nadeau
Julianne Baird
Marjolaine Lachance

Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

LUMP SUM TREATMENT

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

The above parties have agreed to the following provisions which will only be applicable to employees covered by the Clerical and Associated Employees' bargaining unit:

1) LUMP SUM PAYMENT* PAYABLE TO EMPLOYEES ON THE PAYROLL OF THE COMPANY AS OF OCTOBER 1, 1998:

All employees shall receive a lump sum payment of \$500.00, payable on October 28, 1998.

- 2) LUMP SUM PAYMENTS* PAYABLE TO EMPLOYEES ON THE PAYROLL OF THE COMPANY AS OF OCTOBER 10, 2001:
 - A) Lump Sum Payment (Part-Time Employees)

All employees who are paid on an hourly basic rate of pay as per Appendix C3, and whose rate is not

frozen, shall receive the following lump sum as per their respective salary group:

October IO, 2001

Salary Group C	\$425.00
Salary Group B	\$475.00
Salary Group A	\$550.00

B) Lump Sum Payment (Employees on a frozen rate of pay)

All employees whose rate of pay is frozen on May 31, 2001 shall receive the following lump sum:

October IO, 2001

\$300.00

* The provisions of Article 4 of the Collective Agreement shall apply.

<u>General</u>

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

The parties agree that any differences regarding the interpretation or administration of the above terms and

conditions may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Signed at Montreal this 28th day of August, 1998.

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

Whereas there is a need to ensure the transition between the application of the Workforce Transition Plan (1995 -1998) and the Workforce Adjustment Plan (1999 - 2002), the parties agree as follows:

- 1. The Memorandum of Agreement on the Workforce Transition Plan signed on July 7, 1995 shall continue to apply until December 31, 1998 inclusively.
- 2. The provisions of the Memorandum of Agreement mentioned in paragraph 1 shall be read as including the modifications that have been made to the Workforce Transition Plan (1995 - 1998) policies and practices.
- 3. The implementation, on January 1, 1999, of the Memorandum of Agreement on the Workforce Adjustment Plan shall be complemented by the guidelines developed by the parties which will ensure the transition between the two plans.

Signed at Montreal this 28th day of August, 1998.

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

WORKFORCE TRANSITION PLAN

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

This is to confirm our agreement, and reflects discussions which were held concerning the force adjustment and lay-off provisions found in the Collective Agreement, with respect to the process to be implemented for dealing with workforce issues during the Business Transformation transition period, including the Career Crossroads program.

Business Transformation is a key element in the Company's three (3) year transition plan to meet the service and financial targets necessary to assure its continued success. The transition plan will require dramatic change in the organization, including reductions to staff levels, to meet the challenges of an increasingly competitive marketplace. In order to respond to the impact of workforce adjustment, a process, which includes the Career Crossroads program, that involves the participation of the Association and provides for the fair and equitable treatment of surplus employees has been agreed to by the parties.

A Voluntary Separation Program, designed as a temporary measure, will be offered by the Company as an incentive for surplus Regular Employees to leave the Company. Contingent upon an assessment of the individual business case, this Program may be offered to an employee who is not surplus in her current position provided that this would lead to a reduction in surplus from a group where surplus exists or to the elimination of a position.

Key features of the Workforce Transition Plan include:

Involvement of the Association

The involvement of the Association in the Workforce Transition Plan is accomplished through the following forums: a Joint Workforce Transition Guidance Committee; Department Joint Committees; District Joint Committees; and, a Joint Steering Committee for Career Crossroads. These forums are designed to ensure that the Association is kept informed of developments in the management of the workforce within the context of the transition; is able to review the application of the Workforce Transition Plan guidelines; and, can monitor the activities of the Career Crossroads program.

District and Department Responsibilities

The Workforce Transition Plan guidelines are to be implemented on a district and department basis, as appropriate, in an attempt to resolve the surplus problem. These guidelines were developed during bargaining, and include the following: controls on hiring, on reclassification to Regular status, on the continued employment of Temporary and Regular Term Employees and on the placement of Company employees from outside of the Clerical and Associated bargaining unit; and the offering of as many voluntary measures as possible.

Management of Surplus

If following the application of the Workforce Transition Plan guidelines there remains a surplus of Regular Employees, the Company agrees to take the following steps:

- a) A surplus Regular Employee with 8 or more years of net credited service who is eligible for, but has not accepted, an immediate pension without reduction under the Voluntary Separation Program shall be subject to the displacement procedure set out in Attachment A to this Agreement;
 - b) A surplus Regular Employee with 8 or more years of net credited service who is not eligible for an immediate pension without reduction 'under the Voluntary Separation Program may elect;
 - to be subject to the displacement procedure set out in Attachment A to this Agreement (thereby foregoing the opportunity of accepting the Voluntary Separation Program), or
 - ji to not be subject to the displacement procedure set out in Attachment A to this

Agreement (thereby retaining the opportunity of accepting the Voluntary Separation Program).

The Company will implement the displacement procedure for all such employees except those who elect 1 (b)(ii) above.

- 2. Notice of transfer into the Career Crossroads program shall be provided to:
 - a surplus Regular Employee with less than 8 years of net credited service,
 - a surplus Regular Employee with 8 or more years of net credited service who elected option 1 (b)(ii) above,
 - a surplus Regular Employee with 8 or more years of net credited service who has not been placed as a result of the procedure set out in Attachment A to this Agreement,
 - a Regular Employee with less than 8 years of net credited service who is displaced as a result of the procedure set out in Attachment A to this Agreement.

The Association shall be provided with a copy of the notice of transfer.

Career Crossroads

The Company has established the Career Crossroads program to make more choices available to employees during the transition period. The program will offer to employees looking for another job inside Bell or elsewhere, access to the services of Career Action Centres, which will provide one-on-one counselling, job search support and training (as determined on a case by case basis). These services will be offered to employees in the Career Crossroads program, as appropriate, based upon an assessment of the individual's circumstances and the opportunities for placement. Although acceptance of another job under the program is voluntary, an employee who refuses a reasonable job offer may jeopardize her continued participation in the Career Crossroads program.

The Company agrees that an employee transferred into the Career Crossroads program, provided she continues to actively participate in its activities, will be given access to its services for a period of three (3) months. Participation in the program shall end upon the employee's permanent placement into another job, her decision to leave the Company;or at the end of the three (3) month period.

An employee who leaves the employ of the Company prior to the expiry of the three (3) month period in the Career Crossroads program shall be offered a termination package (where applicable, the Voluntary Separation Program). Where an employee is placed into a related company through the Career Crossroads program, with which Bell Canada maintains a reciprocal agreement, no termination package or Voluntary Separation Program will be offered to the employee. Ø

Separation

Where, after her participation in the Career Crossroads program,

- 1. an employee who is immediately eligible for a Company pension remains surplus, she shall be laid-off with recall rights for a period of 52 weeks and with lay-off allowance, as set out in Attachment B to this Agreement;
- 2. an employee who is not immediately eligible for a Company pension remains surplus, she shall be 'offered the following options:
 - a) A lay-off with recall rights for a period of 52 weeks, with lay-off allowance, as set out in Attachment B to this Agreement, or
 - b) A termination package equivalent to the value of the Company contribution had the employee received a lay-off allowance as set out in Attachment B to this Agreement (or, where applicable, the Voluntary Separation Program).

Should the employee fail to select one of these options, she shall be placed on lay-off in accordance with (a) above.

The Company will supply monthly to the Association, lists of employees who elect a termination package (where applicable, the Voluntary Separation Program) by department and locality, indicating the date of separation, net credited service date of the employee, and original work location of the employee.

<u>General</u>

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

It is understood that where an employee agrees to accept the Voluntary Separation Program, which may include transfer into the Career Crossroads program, the terms and conditions associated with the Voluntary Separation Program supersede those provided under this Agreement, as appropriate.

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

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

The parties agree that any contestation regarding the interpretation or administration of the provisions set out in

Attachments A and B of this Agreement may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement. It is further agreed that any such contestation shall be based on the terms and conditions set out in Attachments A and B.

Duration

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

Signed at Montreal this 7th day of July, 1995.

Diane Long Robert Bourdon Patrick Hubbert Philippe Boulard Louise Lacoste-Capozzo Joan L. Poirier Josée de Varennes Viviane Guitard Mary Incognito Suzanne Oliver

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

ATTACHMENT A

DISPLACEMENT PROCEDURE

In the case of a surplus Regular Employee with 8 or more years of net credited service, the Company will attempt to place the employee into a position in the following manner and sequence(*):

Provided the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event not more than 21 calendar days familiarization period, and provided that such assignment can be made without displacing an employee with 8 or more years of net credited service:

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

Step 1	Same Wage Band	Same District	Same Locality
Step 2	Same Wage Band	Same Department	Same Locality
Step 3	Lower Wage Band	Same District	Same Locality
Step 4	Lower Wage Band	Same Department	Same Locality

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

Step 5	Same Wage Band	Other Department	Same Locality
Step 6	Lower Wage Band	Other Department	Same Locality

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

Step 7	Same Wage Band	Same District	Other Locality
Step 8	Same Wage Band	Same Department	Other Locality
Step 9	Lower Wage Band	Same District	Other Locality
Step 10	Lower Wage Band	Same Department	Other Locality

Notes: 1. A Regular Employee with less than 8 years net credited service, who-has been displaced under Steps 1,3,7 and 9 of the above process may displace the most junior Regular Employee on the same occupational title within the same department and locality, provided that such assignment can be made without displacing a more senior employee.

An employee who declines a placement into a position as provided by the above process shall be immediately transferred into the Career Crossroads program. It is understood that in such a case, the employee is not eligible to the Voluntary Separation Program. (*) The intent of this procedure is that an employee cannot displace an employee on a higher wage band, based upon the job evaluation system in force at the time of signing of this Agreement. As there may be changes to salary groups associated with the introduction of the Profile job evaluation system, the Company agrees to modify the displacement procedure, as appropriate, to reflect any such changes while preserving the original intent noted above.

ATTACHMENT B

LAY-OFF ALLOWANCE PLAN

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

1. A Regular Employee's total lay-off allowance entitlement during a period of lay-off shall be as follows:

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

Three weeks' additional pay for each full year of service in excess of 15 years of net credited service.

- 2. Lay-off allowance payments shall be based on the employee's weekly basic rate of pay in effect as of the date of lay-off.
- 3. a) The Lay-Off Allowance Plan becomes operative at the time the employee applies for and qualifies for Unemployment Insurance benefits and upon receipt of proof that she receives such benefits.
 - b) Each week's benefit shall be equivalent to 90% of the employee's basic rate of pay at time of lay-off in the case of a Regular Full-Time Employee, and equivalent to 90% of the average basic rate of pay in the four pay periods preceding lay-off in the case of a Regular Part-Time Employee, less Unemployment Insurance benefits entitlement and less any earnings from other employment.
- 4. Lay-off allowance will cease as follows:

I

- a) When lay-off allowance entitlement is used up.
- b) When the employee reports for work subsequent to recall.
- c) When the employee fails to report for work after recall.
- d) When the employee has not been recalled to work within 52 weeks of the date of lay-off as set out in paragraph 5 of the Recall Procedures section of this Attachment.

- e) When the employee is disentitled or disqualified from Unemployment Insurance benefits.
- f) When the employee obtains other employment which disentitles or disqualifies the employee from Unemployment Insurance benefits.
- g) If the employee resigns.
- 5. An employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to paragraph 1 above based on her overall net credited service after deducting the amount she received from her previous lay-off.

Benefits Coverage

- 1. The Company agrees to treat the first 30 calendar days of a lay-off as a leave of absence and to maintain the eligibility of a laid-off employee during that period to:
 - a) credit for service
 - b) participation, without payment of premium in the:
 - (i) Comprehensive Medical Expense Plan
 - (ii) Vision Care Plan
 - (iii) Dental Plan

c) Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

Recall Procedures

- a) Laid-off employees shall be listed on a recall list by department and locality. With the exception of employees in Toronto and Montreal, where an employee has been laid-off in a locality and all of the Department's operations in that locality have been eliminated, or are expected to be eliminated within the one (1) year period following the date of the employee's lay-off, the employee shall, on the date of her lay-off, be permitted to place her name on the recall list for one (1) other locality within the operating territory of the Department.
 - When a job vacancy becomes available within the b) department and locality and a recall is warranted, eligible employees shall be recalled in inverse order of lay-off (by seniority, where two (2) or more employees have the same date of lay-off) provided they are immediately able to perform the work available. If there are no employees on the recall list who are immediately able to perform the work available, the same process will be followed for the recall of eligible employees provided they are qualified to perform the work available. When an employee accepts a recall to work, she shall immediately be paid the basic rate of pay for that job. If the employee accepts a recall to a work location other than her normal work location at the

time of lay-off, she shall not be eligible to travel time and expenses as provided under Article 31 of the Collective Agreement.

- 2. It is the responsibility of a laid-off employee who desires to be recalled within the terms above to keep the Company informed of her correct address, and to advise the Company within 10 calendar days of the date of recall as to her acceptance.
- 3. The Company may assume that failure on the part of any lard-off employee to notify the Company within 10 calendar days concerning her acceptance of an offer of recall,-'or to report for duty within 15 calendar days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.
- 4. The date of mailing of a registered letter to the employee's last address of record shall be the date of offer of recall.
- 5. a) A laid-off employee who has not been recalled to work within 52 weeks of the date of lay-off shall be deemed to be terminated from the employ of the Company.
 - b) In the determination of the period of lay-off in paragraph 5 a) above, an employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall not be considered to have interrupted the continuity of the

lay-off, however, the period of re-employment shall not be included as forming part of the period of lay-off. It is understood that a recalled employee, until she has completed 52 weeks of continuous service after the date of return to work, is subject to direct lay-off and shall not have access to a separation package, the Career Crossroads program or the displacement procedure set out in Attachment A to this Agreement.

Information Lists

1. The Company agrees to supply monthly to the Association, lists of laid-off employees by department and locality indicating the date of lay-off, net credited service date of the employee, and original work location of the employee.

WORKFORCE ADJUSTMENT PLAN

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

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

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

Involvement of the Association

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

Department and District Responsibilities

The Workforce Adjustment Plan guidelines are to be implemented on a department and district basis, as and where appropriate, in an attempt to resolve a staff surplus problem. These guidelines have been developed jointly and shall be implemented by January 1, 1999. They shall include the following: Controls on hiring, reclassification to Regular status, the employment of Temporary Employees, the process for filling any vacant position in this bargaining unit and the utilization of voluntary measures where possible.

Management of Surplus

If following the application of the Workforce Adjustment Plan guidelines there remains a surplus of Regular Employees, the Company will offer the displacement procedure set out in Attachment A of this Agreement to all surplus Regular Employees with 8 or more years of net credited service.

Separation *

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

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

or

- A lump sum payment upon termination equivalent to the value of the Company contribution had the employee received a lay-off allowance as set out in Attachment B to this agreement.
- * Lump sum payments offered to Part-time Employees shall be established on a pro-rated basis.

- 2) Any surplus employee with 15 or more years of net credited service who has elected not to avail herself of the displacement procedure, may choose one of the following options:
 - a) A lay-off with recall rights for a period of 52 weeks with a lay-off allowance as set out in Attachment B to this Agreement,

or

- b) A lump sum payment upon termination calculated as follows: 1.5 weeks X NCS X basic weekly rate.
- 3) Any surplus employee with 15 or more years of net credited service who has elected to avail herself of the displacement procedure and who has not found another position, will be able to choose one of the options outlined in 1 a) or 1 b).

Whenever an employee fails to select one of the abovementioned options, she shall be placed on lay-off in accordance with I a) or 2 a).

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

Career Transition Services

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

<u>General</u>

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

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

With the exception of the provisions found in Attachments A and B of this Agreement, the parties agree that any difference regarding the interpretation or administration of this Agreement shall be dealt with by the appropriate forums established for the involvement of the Association whose decisions shall constitute a final and binding settlement of the matter. The parties agree that any difference regarding the interpretation or administration of the provisions set out in Attachments A and B of this Agreement may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Duration

This agreement shall come into effect on January I, 1999 and expire at the end of this Collective Agreement.

Signed at Montreal this 28th day of August, 1998.

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

For the Association

ATTACHMENT A

DISPLACEMENT PROCEDURE

In the case of a surplus Regular Employee with 8 or more years of net credited service, the Company will attempt to place the employee into a position in the following manner and sequence:

Provided the employee is qualified to perform the required work within such period of time as may be reasonably required, but in any event within not more than a 21 calendar days familiarization period, and provided that such assignment can be made without displacing an employee with 8 or more years of net credited service:

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

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

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

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

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

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

- Notes: 1. A Regular Employee with less than 8 years net credited service, who has been displaced under Steps 1, 3, 7 or 9 of the above process may displace the most junior Regular Employee on the same occupational title within the same department and locality, provided that such assignment can be made without displacing a more senior employee.
 - 2. An employee who declines a placement into a position as provided by the above process shall be offered Career Transition Services.

ATTACHMENT B

LAY-OFF ALLOWANCE PLAN

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

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

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

- 144-

Three weeks' additional pay for each full year of service in excess of 15 years of net credited service.

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

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

Benefits Coverage

- 1. The Company agrees to treat the first 30 calendar days of a lay-off as a leave of absence and to maintain the eligibility of a laid-off employee during that period to:
 - a) credit for service
 - b) participation, without payment of premium in the:
 - (i) Comprehensive Medical Expense Plan
 - (ii) Vision Care Plan
 - (iii) Dental Plan
 - **C)** Survivor Protection Program, providing the employee prepays the applicable premiums prior to the commencement of a lay-off.

Recall Procedures

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

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

It is the responsibility of a laid-off employee who desires to be recalled within the terms above to keep the Company informed of her correct address, and to advise the Company within IO calendar days of the date of recall as to her acceptance.

- 3. The Company may assume that failure on the part of any laid-off employee to notify the Company within 10 calendar days of the date of the offer of recall concerning her acceptance of the offer, or to report for duty within 15 calendar days from the date of the offer or such other date as mutually agreed upon by the employee and the Company, shall constitute a rejection and the employee shall be deemed to have resigned.
- 4. The date of mailing of a registered letter to the employee's last address of record shall be the date of offer of recall.
- 5. a) A laid-off employee who has not been recalled to work within 52 weeks of the date she was laid off shall be deemed to be terminated from the employ of the Company.
 - b) In the determination of the period of lay-off in paragraph 5 a) above, an employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall not be considered to have interrupted the continuity of the lay-off, however, the period of re-employment shall not be included as forming part of the period of lay-off. It is understood that, until she has completed 52 weeks of continuous service after the date of return to work, a recalled employee

is subject to direct lay-off and shall not have access to a separation package, the Career Transition Services or the displacement procedure set out in Attachment A to this Agreement.

Information Lists

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

PHONECENTRE/TÉLÉBOUTIQUE

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

This is to confirm our agreement with respect to the Variable Compensation Plan and the modification of specified contractual provisions for employees working in the Company's Phonecentre/Teleboutique operations.

Eligibility and Duration

The provisions of this Memorandum of Agreement apply to employees, as designated by the Company, working in Phonecentre/Teleboutique operations.

This agreement shall remain in effect for the term of the Collective Agreement.

Variable Compensation Plan

The parties agree to the continuation of the Variable Compensation Plan which came into effect on January 1, 1996 and that was based on monthly results to objectives as determined by the Company in three components:

- 1 Customer Satisfaction
- 2 Profit Margin
- 3 Commissionable Revenue

The monthly payout to eligible employees, as provided under that plan is 1.8% of Commissionable Revenues where the monthly results targets are met.

It is also agreed: that a new Variable Compensation Plan is to be developed by January 1, 1999; to initiate a process to review the total compensation plan for employees within the Phonecentre/Teleboutique operations; and, to consult directly with employees of this group before implementation.

Modifications of Specified Contractual Provisions

The working conditions and Achievement Incentive Plan applicable to eligible Phonecentre/Teleboutique employees shall be as contained in the Collective Agreement currently in force between the parties, except where modified by the provisions of this Memorandum of Agreement and by Attachments A and B to this Memorandum.

Joint Committees

The parties agree to the continuation of the following Joint Committees:

a) Phonecentre/Téléboutique Guidance Team:

This joint committee will consist of four members (2) officers from the CTEA and 2 representatives from the Company, which should include at least one General Manager from operations). The Guidance Team shall establish the mandate and monitor the activities of the Phonecentre/Téléboutique Working Committees and the Phonecentre/Téléboutique Administration Committees. Should changes to the Variable Compensation Plan be necessary, the Guidance Team shall assess the required modifications to the Plan. The Guidance Team may implement changes within the terms of this Memorandum of Agreement and may develop recommendations for changes to the terms of this Memorandum of Agreement for consideration by the Bargaining Committees through the consultative process.

b) Phonecentre/Téléboutique Working Committees:

Two joint committees, one per province, shall include members as deemed appropriate by the Guidance Team. These joint committees shall: monitor the plan; provide governance; ensure consistency; survey employees; look for improvements; keep track of payouts and commissions; foster training and ensure the plan is equitable. The Working Committees may recommend changes to the Plan for consideration by the Guidance Team.

The parties agree to the establishment of the following joint committees:

a) Phonecentre/Téléboutique Administration Committees:

Two joint committees, one per province, shall include members as follows:

General Manager (operations) CTEA District Representative District Manager Store Manager (2) CTEA Representative (Client Representative Phonecentre Sales) Client Representative Phonecentre Sales (4 Ont., 3 Que.)

These committees will collect data and analyze issues relating to Phonecentre/Téléboutique operations, excluding data and issues relating to the Variable Compensation Plan; ensure uniformity between stores; address issues of a global nature; and develop an effective process for communication and feedback. The Committees shall meet one month after the ratification of this Collective Agreement and meet twice a year after that, or as required. The Committees will report back to the Guidance Team once a year.

b) Objective Setting Committees:

One joint committee will be established per District and shall include members as deemed appropriate by the Phonecentre/Téléboutique Working Committees. The responsibilities of these joint committees will pertain to the establishment of objectives and communications.

Sales and Clerical Activities by Managers

Clerical and associated work in the Phonecentre/Téléboutique will be performed by employees within the bargaining unit. However, it is recognized that in the course of management duties, sales and clerical activities can be performed in the following situations: unforeseen circumstances when qualified employees are not available; in coaching and training of employees; in clerical functions associated with management responsibilities such as: inventory, payroll, security, cash management; and, interfacing with external suppliers and contractors.

<u>General</u>

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

The provisions of Article 4 of the Collective Agreement shall apply to any payment made to an employee under the Variable Compensation Plan.

Approved expenses incurred by an employee representative as a result of her participation on a joint committee will be paid by the Company.

With the exception of the modifications to specified contractual provisions shown in Attachments A and B, the parties agree that any differences regarding the interpretation or administration of this Memorandum of Agreement shall be dealt with by the Phonecentre/Téléboutique Guidance Team. The decision of the Guidance Team shall constitute a final and binding settlement of the matter.

The parties agree that any differences regarding the interpretation or administration of Attachments A and B of this Memorandum of Agreement may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement. It is further agreed that any such differences shall be based on the terms and conditions set

out in Attachments A and B of this Memorandum of Agreement, where applicable.

Signed at Montreal this 28th day of August, 1998

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

For the Association

<u>Phonecentre/Téléboutique</u> <u>CLERICAL AND ASSOCIATED EMPLOYEES</u>

The following modifications to the provisions of the Collective Agreement currently in effect between the parties shall apply to eligible employees in the Phonecentre/Téléboutique operations.

COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
DEFINITIONS - ARTICLE 3	DEFINITIONS - ARTICLE 3
(I) "Day Period" means the period of	(I) "Day Period" means the period of
time between 6:00 A.M. and 7:00	time between 6:00 A.M. and II:00
P.M. on any day.	P.M. on any day.
(m) "Off -Normal Period" means the	(m) "Off-Normal Period" means the period
period of time between 7:00 P.M. and	between II:00 P.M. of one day and
6:00 A.M. of the following day.	6:00 A.M. of the following day.
DIFFERENTIAL AND PREMIUM PAY -	DIFFERENTIAL AND PREMIUM PAY -
ARTICLE 22	ARTICLE 22
Differential for Work in Off-Normal Period	Differential for Work in Off-Normal Period
22.01 (a) Where an employee is required	22.01 (a) Where an employee is required
to work an off-normal tour, she shall be	to work an off-normal tour, she shall be
paid a differential of 60 cents for each	paid a differential of \$1.20 for each hour,
hour, or part thereof, which falls within the	or part thereof, which falls within the off-
off-normal period.	normal period.
(b) In addition to the payment received under subsection 22.01 (a), an employee shall be paid an amount of 60 cents for each hour, or part thereof, worked between 12:OI A.M. and 5:59 A.M. on any day.	This subsection does not apply.

<u>Phonecentre/Téléboutique</u> <u>CLERICAL AND ASSOCIATED EMPLOYEES</u> (Cont'd)

COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22 (Cont'd)	DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22 (Cont'd)
Premium Pay for Change in Tour of Duty	Premium Pay for Change in Tour of Duty
22.03 (a) If an employee is given less than six (6) days notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the six (6) day notice requirement.	22.03 (a) (i) If an employee is given less than 24 hours notice of a change in her tour of duty, she shall, except as otherwise provided in section 22.04 and 22.05, be paid one-half time extra for half the time worked outside the tour of duty previously scheduled for the day.
	 (ii) If an employee is given less than 48 hours notice of a change in her tour of duty, which is entirely outside of the previously scheduled tour of duty, she shall be paid in accordance with subsection 22.03 (a) (i).
(b) If a part-time employee is given less than six (6) days notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall be paid one-half time extra for such tour of duty, but only for the number of days by which the notice given is short of the six (6) day notice requirement.	(b) If a part-time employee is given less than 48 hours notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall be paid one-half time extra for half the tour of duty.
(c) If a part-time employee has not been given 48 hours notice of the cancellation or reduction of her scheduled hours on any day, she shall be paid at her basic rate of pay, for half of the number of hours so scheduled for that day but cancelled by management.	(c) If a part-time employee has not been given 48 hours notice of the cancellation or reduction of her scheduled hours on any day, she shall be paid at her basic rate of pay, for half the number of hours so scheduled for that day but cancelled by management.

COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22 (Cont'd)	DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22 (Cont'd)
Premium Pay for Consecutive Saturdays Worked	Premium Pay for Consecutive Saturdays Worked
22.06 An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one-half day (3 3/4 hours) on each of the successive Saturdays, shall, except as otherwise provided in section 22.07, be paid one-half time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.	This section shall not apply.
22.07 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of tour differentials, is higher than her basic rate of pay.	This section shall not apply.
Sunday Premium Pay	Premium Pay for Consecutive Sundays Worked
22.08 An employee who is required to work a scheduled tour, any period of which falls between midnight Saturday and midnight Sunday, shall be paid Sunday Premium Pay. Sunday Premium Pay is one-half time extra for the time worked in this period except that where the employee has not been given 48 hours' notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day.	22.08 (a) An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of the Company works at least one-half day (3 3/4 hours) on each of the successive Sundays during the months of January to May and the month of October, shall be paid one-half time extra for the time worked between midnight Saturday and midnight Sunday on the second and any subsequent consecutive Sundays so worked.

COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22 (Cont'd)	DIFFERENTIAL AND PREMIUM PAY - ARTICLE 22 (Cont'd)
Sunday Premium Pay (Cont'd)	Premium Pay for Consecutive Sundays Worked (Cont'd)
	(b) For the period of time between June to September and November and December, the employee shall be paid, as provided in subsection 22.08 (a), on the third and any subsequent consecutive Sundays so worked.
22.09 This premium shall not be included in wage payments for paid absence from duty, or any time for which an employee is receiving a rate of pay which, exclusive of the differentials provided in Section 22.01, and the special compensation provided in Section 22.10, is higher than her basic rate of pay.	22.09 This premium shall not be included in wage payments for paid absence from duty, or any time for which an employee is receiving a rate of pay which, exclusive of the differentials provided in Section 22.01, and the special compensation provided in Section 22.10, is higher than her basic rate of pay.
HOURS OF WORK - ARTICLE 24	HOURS OF WORK - ARTICLE 24
Arrangement and Assignment of Tours of Duty	Arrangement and Assignment of Tours of Duty
24.07 An employee shall be assigned to her tours of duty by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.	24.07 An employee shall be assigned to her tours of duty by the Company to meet service requirements, which includes ensuring employees have the necessary skills to meet service requirements, due consideration being given to the seniority of the employee in the group.

COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
HOURS OF WORK - ARTICLE 24 (Cont'd)	HOURS OF WORK - ARTICLE 24 (Cont'd)
Meal Period	Meal Period
24.09 A 20 minute meal period shall be counted as time worked where an employee is required to work:	24.09 A 20 minute meal period shall be counted as time worked where an employee is required to work all or a portion of her regularly scheduled tour of duty in the off-normal period.
 (a) all or a portion of her regularly scheduled tour of duty in an off- normal period or, 	
(b) in the day period on Sunday, if Sunday is included in her scheduled work week or,	
(c) in the day period on a holiday, if the holiday is included in her scheduled work week.	
DAYS OFF WITH PAY - ARTICLE 27	DAYS OFF WITH PAY - ARTICLE 27
27.02 (a) One (1) of these days off with pay will be scheduled during the period from December Ist to the 15th of January of the following year.	27.02 Two (2) days off with pay shall be granted, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks, during the period from December 1st of the current year to December 1st of the following year.
(b) One (1) of these days off with pay shall be granted, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks, during the period from December Ist of the current year to December Ist of the following year.	

	COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
DA (cor	YS OFF WITH PAY - ARTICLE 27 nt'd)	DAYS OFF WITH PAY - ARTICLE 27 (Cont'd)
grar with (a), day' part	03 Where an employee cannot be nted a day off with pay in accordance the provisions of subsection 27.02 she shall be paid one (1) additional s pay, at her basic rate of pay, or if a -time employee, the greater of, not to eed one-fifth of the basic weekly rate ay:	This section shall not apply.
(a)	10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the day off with pay;	
	or	
(b)	5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the day off with pay.	
		APPENDIX C - SALARY
		ADMINISTRATION Salary Schedule 1 - Weekly Basic Rates of Pay for Full-time employees (Appendix C2) and Salary Schedule 1 - Hourly Basic Rates of Pay (Appendix C3) will be in effect until the implementation of a new variable compensation plan as of January I, 1999.

PHONECENTRE/TÉLÉBOUTIQUE CLERICAL AND ASSOCIATED EMPLOYEES (Cont'd)

COLLECTIVE AGREEMENT PROVISION	PHONECENTRE/TÉLÉBOUTIQUE
	APPENDIX D - ACHIEVEMENT INCENTIVE PLAN
	Compensation under the Achievement Incentive Plan for achieving target results shall be 40% of 4.5% of basic rates of pay for the 1998, 1999, 2000 and 2001 performance years.
	The 0.5% increase to the Achievement Incentive Plan, identified in Appendix D of the Collective Agreement, will be applied to the variable compensation plan of employees covered under this Memorandum of Agreement.
	COMPRESSED WORK WEEK MEMORANDUM OF AGREEMENT
	Where applicable, the above-noted modifications shall be read into the Compressed Work Week Memorandum of Agreement.

Attachment B

PHONECENTRE/TÉLÉBOUTIQUE CLERICAL AND ASSOCIATED EMPLOYEES

BASIC HOURLY RATE OF PAY FOR NEW HIRES

Effective August 30. 1998

SALARY GROUP C	SALARY GROUP B	SALARY GROUP A
\$10.00	\$11.27	\$12.50

SPLIT SHIFT FOR TELECOMMUTING

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

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

<u>Eligibility</u>

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

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

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

Working Conditions

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

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

Administration of the Split Shift Program for Telecommuting

For each group that decides to establish such a program, guidelines related to the administration of the program will be established by leaders after consultation with the CTEA District Representative(s).

<u>General</u>

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

The parties agree that any differences concerning this Memorandum of Agreement shall be discussed on a consultative basis. Signed at Montreal this 28" day of August, 1998.

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

For the Association

TREATMENT OF EMPLOYEES ON A FROZEN RATE OF PAY

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

This is to confirm our agreement with respect to the salary treatment of those employees whose existing rate of pay is higher than the top step of the appropriate salary group for their occupation under the Profile plan as of August 30, 1998. The employees' salary treatment will be as follows:

> Where the existing basic rate of pay of an employee is higher than the top step of the appropriate salary group for that occupation under the Profile plan as of August 30, 1998, the employee's basic rate of pay shall be frozen during the life of the Collective Agreement, subject to the salary treatment guidelines agreed to by the parties and contained in Company practices.

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

<u>General</u>

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

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

Signed at Montreal this 28th day of August, 1998.

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

For the Association

VISUAL DISPLAY TERMINAL

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

The above parties agree as follows:

- 1. Any Regular Full-Time or Regular Part-Time Employee who is pregnant, who is regularly scheduled to work at a visual display terminal (V.D.T.) and who does not wish to work at a V.D.T. during the remainder of her pregnancy may, subject to the conditions expressed in this Memorandum, elect either of the following two options:
 - A) Be assigned other work in the bargaining unit, in accordance with paragraph 2 of this Memorandum of Agreement, or
 - B) Receive a leave of absence without pay to cover the period prior to which she is or would be entitled to a maternity leave of absence pursuant to Article 14 of the Collective Agreement between the parties dated August

30, 1998, hereinafter designated as the Collective Agreement.

Other Work Assignment

2. Employees who elect option A shall be assigned to a vacant position, where one exists in the bargaining unit, in the following manner and **sequence:**

First, to a vacant position, at a comparable salary level, in her own work location.

Second, to a vacant position, at a comparable salary level, at any other work location.

Third, to a vacant position, at a lower salary level, at any work location, in which case she shall immediately be paid the rate for that job.

The assignment of employees who elect option A takes precedence over **outstanding transfer** requests.

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

- 3. An employee who elects option A shall, within the following five (5) working days, be offered other work in the bargaining unit.
- 4. An employee who elects option A and who is

assigned to another job:

- A) Foregoes her right, for the duration of the temporary assignment, to the provisions of Articles 23 and 31 of the Collective Agreement between the parties, and
- B) Shall choose her vacation in her former office as if she still occupied her former position in that office.
- 5. An employee who elects option A, who is assigned to a new position and who is unwilling to commence or to continue work in her new position, may then elect either to stay in her original position or to exercise option B. If she elects option B before reporting to her new position, she will stay in her original position until option B takes effect.
- 6. An employee who elects option A who wishes to resume her employment on expiration of her maternity leave shall be reinstated in the position occupied by her immediately prior to her reassignment.

Leave of Absence (without pay)

A) In order to be eligible to receive the leave of absence referred to in paragraph 1 B) the employee must complete and submit an

application, with acceptable documentation certifying the pregnancy, and specifying the estimated date of delivery. The Company agrees that every effort will be made to expedite the granting of the leave of absence and in any case, the implementation of such a leave of absence will not be delayed for more than five (5) days following the date of application for the leave of absence, unless a longer period is agreed to by the employee.

- B) An employee who is on a leave of absence referred to in paragraph 1 B) and whose pregnancy is terminated shall be reinstated in the position occupied by her at the time she first made an election under paragraph 1. Such reinstatement shall be made within five (5) days of a request by the employee.
- 8. In addition to paragraph 7, employees who are eligible to, and wish to apply for, a maternity leave of absence pursuant to Article 14 of the Collective Agreement must do so in accordance with the provisions of that Article. (For greater clarity, this means that an employee must make the application required in Article 14 of the Collective Agreement at the appropriate time during the leave of absence referred to in paragraph 1 B).)

<u>General</u>

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

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

Signed at Montreal this 28" day of August, 1998.

Diane Long Robert Bourdon Kenneth Lloyd Louise Nadeau Julianne Baird Marjolaine Lachance Normand Deschênes Anne Eaton Michèle M. Perdriau Paula R. Scott

Anna Marie Bolin Jeannette Boucher Judith King

For the Company

For the Association

VOLUNTARY PROGRAMS OF REDUCED HOURS

MEMORANDUM OF AGREEMENT BETWEEN:

BELL CANADA

<u>AND</u>

CANADIAN TELEPHONE EMPLOYEES' ASSOCIATION

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

Implementation of a Program

Whenever it is appropriate, in the judgment of the Company, to implement a Voluntary Program of Reduced Hours, the appropriate Contribution Path 4 (CP4) Leader or the next higher level of management, as the case may be, will, following notification to the Association, circulate to the groups concerned within his District, a notice advising of the Program's availability and requesting that eligible employees who are interested in being reclassified submit their request within a specified time period.

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

Short-Term or Long-Term Options

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

A Program may include short-term or long-term options, or a combination of the two. Opting in or opting out of a Program shall only be by mutual consent. Where the employee has been placed in another District, both the sending and receiving managers must provide their consent.

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

Short-Term Option

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

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

Lone-Term Option

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

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

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

Salary and Workina Conditions

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

Prior to being reclassified to a Regular Part-Time status, an employee should take her Personal Days Off with Pay and her Paid Transition Days in accordance with Sections 27.04 and 27.05. The number of days that she is entitled to shall be established on a pro rata basis for the portion of time she has worked as a Full-Time employee.

<u>General</u>

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

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

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

ALPHABETICAL INDEX

LETTERS OF INTENT	PAGE
Administration of the Transition Period from Scheduled Days Off to Personal Days Off With	
Pay	183
Employee Development and Training	184
Ergonomic Guidelines	185
Personal Development and Career Planning	187
Planning for Personal Days Off	189
Profile Joint Committee	191
Salary Treatment for Workplace Reorganization Trainers/Counselors	193
Security Interviews	195
Utilization of External Human Resources and Outsourcing Initiatives	197
Workforce Diversity	200
Workplace Reorganization	202



Mrs. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Administration of the Transition Period from Scheduled Days Off to Personal Days Off With Pay

Dear Mrs. King:

This is to confirm our agreement regarding the administration of the transition period for Scheduled Days Off (SDO) accumulated by the employees of the Clerical and Associated bargaining unit.

Management should ensure that full-time employees who accumulated Scheduled Days Off prior to August 30^{°°} 1998 will be able to schedule these days as soon as possible prior to January Ist 1999. Any schedules which have already been established will be honored, unless agreed otherwise by both parties.

It is also agreed that full-time employees, on the payroll on August 31" 1998, covered by this Collective Agreement and who have less than five (5) years of net credited service, will be eligible to the provisions of Sections 27.04 and 27.05 regarding Personal Days Off With Pay and Paid Transition Days.

Niane Long

Diane Long Director of Industrial Relations (CTEA)



Mrs. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Employee Development and Training

Dear Mrs. King:

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

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

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

Viane Long

Diane Long Director of Industrial Relations (CTEA)



Mrs. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Ergonomic Guidelines

Dear Mrs. King:

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

The Corporate Safety and Health Committee has developed an Ergonomic Awareness Program that was designed to increase knowledge and promote adherence to ergonomic principles, giving priority to employees who work the most with visual display terminals. The Joint Committee shall pursue the progressive implementation of this program with the business units. Each unit will have the flexibility to administer the program with due consideration to business requirements so long as all prioritized employees have received training.

The bargaining committees are supportive of the work being done by the Corporate Safety and Health Committee in this regard. The Corporate Safety and Health Committee will monitor the ongoing implementation of this program. Both employees and managers share a common responsibility to review the existing Ergonomic Guidelines and encourage their application in the workplace.

Diane Long

Diane Long Director of Industrial Relations (CTEA)



Mrs. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Personal Development and Career Planning

Dear Mrs. King:

This is to confirm our understanding reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement, related to employees personal development and career planning.

The Company recognizes that a highly skilled and confident workforce will create a sustained competitive advantage. In order to foster a working environment which values career planning and personal growth as well as continuous skills development, Bell Canada will support initiatives, specific processes, and tools that will assist employees in managing their career and improving their skills and employability. It was also agreed to support the work of the Human Resources Committee that will redesign the current annual appraisal process for non-management (BC 760) to reflect the individual contribution and development.

The Company shall develop a one (1) day training module to assist regular employees in their own self-assessment of skills and competencies and career planning. This module will be made available to those employees during the life of the Collective Agreement. The progress of these initiatives as well as the evolution of the Career Partners program as it is being implemented in the various customer contact groups will be discussed on a consultative basis.

Dianestong

Diane Long " Director of Industrial Relations (CTEA)



Mrs. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Planning for Personal Days Off

Dear Mrs. King:

This is to confirm our agreement with respect to a process for the planning and scheduling of time off for employees covered by the Clerical and Associated Employees' Collective Agreement.

Implementation of the Process

Where it is determined locally, through a joint agreement between the Contribution Path 4 leader and the CTEA District Representative, a standardized process that provides for the planning and scheduling of days off throughout the year, will be implemented.

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

Eligibility

Both full-time and part-time employees with paid days and/or time off accumulated prior to the applicable scheduling period.

Scheduling Guidelines

For a minimum of IO months within each calendar year, eligible employees will be able to select days to meet their personal needs. Fulltime employees will be able to select a minimum of IO days per year. Employees will advise their leaders, during the scheduling process, which day they will be using when they select their day off e.g., personal paid day, vacation day, lieu day, etc.

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

Selection Process

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

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

Diane Long

Diane Long Director of Industrial Relations (CTEA)



Mrs. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Profile Joint Committee

Dear Mrs. King:

This is to confirm the understanding reached by the parties during bargaining, that the existing Profile Joint Committee will continue to maintain and utilize the Profile Plan of job evaluation for purposes of determining the value of clerical and associated jobs. This joint committee will also participate in maintaining equity within the Company and addressing any future issues that may arise in this respect.

16

The Profile Joint Committee is responsible for evaluating new jobs and addressing requests for revision following any significant modification to the job functions and/or requirements.

The requests for revision already presented to the Profile Joint Committee not yet processed to a final conclusion, will be analyzed and a decision will be rendered by the Joint Committee before September 15, 1998.

Further, the parties agree that the Profile Joint Committee will work with the Human Resources Committee to review the performance evaluation process which includes a mechanism for employee development as well as work to introduce a means for recognizing above average contribution. A reserve fund of \$1 M will be established by the Company during the third year of the Collective Agreement to fund merit adjustments. It is understood that the progress of these initiatives will be reviewed on a consultative basis.

Diane Lory

Diane Long Director of Industrial Relations (CTEA)



Mrs. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Salary Treatment for Workplace Reorganization Trainers/Counselors

Dear Mrs. King:

This is to confirm our understanding reached during the Clerical and Associated Employees negotiations regarding the salary treatment for existing and new Workplace Reorganization Trainers/Counselors.

It was agreed that the annual salary of \$50,376 (\$965.06 per week) for existing Workplace Reorganization Trainers/Counselors will be maintained during the term of the Collective Agreement, if the employee remains on the Workplace Reorganization Trainer/Counselor function.

The Profile Joint Committee will have the mandate to assess the opportunity for any salary adjustment and make an appropriate recommendation to the bargaining committees prior to January I, 1999.

With respect to employees who will be assigned a Workplace Reorganization Trainer/Counselor function after the date of signing of the Collective Agreement, the following salary treatment will be applied in accordance with the criteria outlined in Section 21.03 of the Collective Agreement:

- 1. The first step, upon being assigned to the position: \$875.77
- 2. The second step, after one year on the position: \$919.33
- 3. The third step, one year after the second step above: \$965.06

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

Hierertory

Diane Long Director of Industrial Relation (CTEA)



Mrs. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Security Interviews

Dear Mrs. King:

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

The Company agrees that an employee's manager will inform her, prior to any Security interview, that she is entitled to be accompanied by a Representative of the Association.

The Company agrees that the Representative of the Association will be informed prior to any interview to be conducted by Security with an employee of the bargaining unit, where the employee involved consents.

The employee, unless she objects, shall be granted immediately prior to a Security interview a maximum of 15 minutes to confer with the Representative of the Association.

It is also agreed that the Representative of the Association may attend the Security interview, where the employee involved consents, as an observer but not as a participant.

Diaredong

Diane Long Director of Industrial Relations (CTEA)



Ms. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Utilization of External Human Resources and Outsourcing Initiatives

Dear Mrs. King:

This is to confirm our understanding applicable to the Clerical and Associated Employees' bargaining unit regarding the utilization of external human resources and outsourcing.

The parties have agreed to meet periodically to exchange information and to encourage consultation between management and representatives of the Association on issues related to the utilization of external human resources and its potential implications on the functions covered by the bargaining unit.

Each quarter, or more or less frequently if the patties so agree, each CP4 Leader who uses or plans to use external human resources shall meet with the District Representative to discuss and review such activities and the related concerns, within the CP4 Leader's organization.

During consultative meetings, the bargaining committees may review, when necessary, the results of these meetings.

Discussions between the CP4 Leader and the District Representative (or their delegates) should include, but are not limited to:

- the utilization of external resources by the CP4 Leader's organization since the last meeting;
- feedback on work which was performed by external human resources to identify possible improvements or suggest alternatives;
- work which the CP4 Leader expects to have performed by external human resources. Management should notify the Association as much in advance as possible of its intent to resort to external human resources;
- alternatives to the utilization of external human resources (e.g. using temporary or part-time employees, making more efficient use of available employees).

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

- for specialized skills, equipment and/or professional expertise, which is not normally performed or available within the Company or not available within the time frame required;
- to handle work which could otherwise result in an uneconomical drain on skilled employees;
- to temporarily supplement or replace work or services normally provided by existing employees;

to resort to using external human resources to perform work or provide services required to meet its commitments and responsibilities towards its customers and the public.

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

Should the Company decide to proceed with the outsourcing of work which falls within the scope of the Collective Agreement, the Company shall initiate discussions with the Association in an effort to establish a transition process aimed at limiting as much as possible the impact of the outsourcing on transferred employees and Company operations. The Company shall not oppose any application for certification made by the Association with respect to outsourced activities, subject to applicable legislation.

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Diane Long Director of Industrial Relations (CTEA)



Mrs. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Workforce Diversity

Dear Mrs. King:

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

<u>Vision</u>

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

14

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

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

Joint Committee

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

- a) Sponsoring and supporting activities that help achieve the vision.
- b) Helping all employees to understand their responsibilities to treat others in a non-discriminatory and fair way.
- c) Making recommendations to appropriate forums or departments in the Company.
- d) Identifying and recommending methods to increase diversity, thereby working towards establishing a workforce that mirrors the community from which it is drawn.
- e) Communicating the committee's activities to employees.

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

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

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Diane Long Director of Industrial Relations (CTEA)



Mrs. Judith King President Canadian Telephone Employees' Association Suite 360, Place du Canada Montreal (Quebec) H3B 2N2

Subject: Workplace Reorganization

Dear Mrs. King:

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

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

The bargaining committees of the Association and the Company agree to the following:

- 1. Maintain the Joint Working Committee to continue the growth of WPR; provide orientation and support to the WPR Coordinators' Team; promote WPR continuity within respective organizations.
- 2. Maintain a basic infrastructure of coordinators to support all WPR initiatives. Funding for existing and new WPR initiatives, as well as Trainers/Counselors expenses and salaries will be from business unit budgets.
- 3. Commit to maintain or expand the number of employees involved in monitored WPR initiatives.

4. Continue to make WPR Trainer/Counselor positions available to employees to support WPR initiatives. Each Trainer/Counselor will be provided with continuous training, coaching and support from WPR Coordinators' Team.

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

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Diane Long Director of Industrial Relations (CTEA)