

COLLECTIVE AGREEMENT

BETWEEN



**ENTOURAGE
Technology Solutions
(Subco)**

(hereinafter referred to as
“the Company”)

and



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

(hereinafter referred to as
“the Union”)

From August 8th, 2005
to May 6th, 2009.

**The PRESENT AGREEMENT, made in duplicate, this
August 8, 2005, is concluded**

BETWEEN

**ENTOURAGE TECHNOLOGY SOLUTIONS (Subco),
hereinafter referred to as "the Company",**

OF THE FIRST PART,

AND

**THE COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA (CEP), hereinafter referred to as
"the Union",**

OF THE SECOND PART

ENTOURAGE (SUBCO)

WORK ORGANIZATION

The company and the union recognize their common interest to put in place conditions favourable to the development and profitability of the company, which will, amongst other things, improve job opportunities. The parties jointly accept to use all practical means to ensure the development and profitability of the company since they recognize the importance of quality and productivity in light of the competition and their ability to maintain market share.

In order to reach these objectives, the company and the union share the following values:

- Customer focus;
- Importance of employees as resources;
- Transparency with employees through ongoing communication;
- Commitment to promote the quality of products and services offered by the company;
- Ongoing quality and innovation;
- Constructive exchanges between the union and the company in order to maintain harmonious and respectful labour relations;
- Versatility of employees in an ongoing learning environment;
- Positive human relations.

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**ARTICLE 1 –
RECOGNITION AND SCOPE**

- 1.01 The Company agrees to recognize the Union as the exclusive bargaining agent for all of its employees employed in the Province of Ontario, save and except Operations Managers and persons above the rank of Operations Managers and save and except all office, clerical and sales employees.
- 1.02 Whenever a new job title is established during the term of this Agreement, the new job shall be covered by the present Collective Agreement and the parties agree to negotiate wages and working conditions for these new positions.

**ARTICLE 2 –
WORK OUTSIDE THE PROVINCE**

- 2.01 The parties shall agree beforehand on the work conditions and wages applicable to employees assigned outside the province. During such assignments, employees shall retain their right to the grievance procedure.

**ARTICLE 3 –
DISCRIMINATION AND HARASSMENT**

- 3.01 The Company shall not discriminate against an employee because of membership in the Union or because of activities authorized herein on behalf of the Union.
- 3.02 The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, colour, national origin, political affiliations with a legitimate political party or for exercising any of his rights under this Collective Agreement.
- 3.03 The Company and the Union are committed to working together to ensure a workplace that is free from harassment. The parties further agree that no employee shall be subjected to racial, sexual, personal or psychological harassment or shall be required to tolerate being subjected to such harassment while at work.
- 3.04 Use in this Agreement of the feminine or masculine gender shall be construed as including both male and female employees, and not as specific sex designations.

**ARTICLE 4 –
DEDUCTIONS**

UNION DUES

- 4.01 All employees shall pay Union dues and be Union members. Employees hired or transferred into the bargaining unit shall become members of the Union and shall pay dues within thirty (30) days of their hiring or transfer, as a condition of their employment.
- 4.02 The Company shall deduct Union dues for each pay period based on hours paid (excluding overtime hours) of all employees in the bargaining unit.
- 4.03 Regular Union dues are those determined by each Local as the dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.
- 4.04 The amount of the regular Union dues shall be such amount as may from time to time be certified to the Company for each Local by the Secretary-Treasurer of the National Union.
- 4.05 Within fifteen (15) days following the end of each month, the Company shall remit to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, by cheque, the amount so deducted. In addition, the Company shall provide a list showing the amounts deducted from each employee, by Local. It is the responsibility of the Union to notify the Company of the Local to which each employee shall pay his dues.

**ARTICLE 4 –
DEDUCTIONS (cont'd)**

GENERAL

- 4.06 The Company shall cease making such deductions when an employee is assigned to a position not covered by this Agreement, with the exception of employees who are assigned to a temporary or acting management position.
- 4.07 It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee or on behalf of any employees, for amounts deducted from wages as provided in this Article.

HUMANITY FUND

- 4.08 (a) The Company shall pay on behalf of all employees in the bargaining unit, an amount equivalent to one cent (1¢) per regular hour worked for the purposes of the Humanity Fund.
- (b) This deduction shall be processed on a monthly basis within fifteen (15) days of the end of each month and be remitted to the account of the registered charitable organization designated as the CEP Humanity Fund.¹¹

**ARTICLE 5 –
UNION OFFICERS**

- 5.01 The Union shall notify the Company in writing of the names of Union Officers and Union Stewards.
- 5.02 (a) There shall be one Union Steward per group of employees from the same Team Territory, or in each Town of the same Team Territory. The Union shall determine the number of Chief Stewards who may represent several groups of employees. The Company shall also recognize any employee elected to the position of Local officer.
- (b) Where a Union Steward is unable to represent the employees in his group, another Union Steward may be substituted in his place and the Company shall be so informed.
- 5.03 The Company agrees that permission for representatives of the National Union to enter the Company's premises will not be unreasonably withheld.

LEAVE OF ABSENCE WITHOUT PAY

- 5.04 The Company shall grant an authorized leave of absence of between three months and one year, without pay, to any employee requesting such leave to assume full-time employment with the National Union.
- 5.05 (a) Such leave of absence shall be renewed by the Company at the request of the National Union.
- (b) A regular employee on such a leave of absence shall continue to accumulate net credited service to a maximum of three years.

**ARTICLE 5 –
UNION OFFICERS (cont'd)**

- (c) The regular employee who is granted such a leave of absence shall notify the Company of his intention to continue to participate in the benefit plans offered by the Company and if so, shall reimburse the contributions or premiums paid by the Company.

REPRESENTATIVES (VARIOUS FUNCTIONS)

- 5.06 The Union shall select one (1) employee in the bargaining unit, who will maintain the current rates of pay, and enjoy the same benefits of employment as he would, within their regular assigned duties. He shall have full recall rights to the job he left.

**ARTICLE 6 –
TIME OFF FOR UNION BUSINESS**

GRIEVANCES

- 6.01 (a) An employee having a grievance or complaint or a potential grievance or complaint may confer with his Union Steward or with Management during his scheduled working hours without deduction of the time so occupied in the computation of the time worked for the Company, and without loss of wages.
- (b) Union Stewards and Chief Stewards may handle grievances or attend meetings with Company representatives during their scheduled working hours without deduction of the time so occupied in the computation of the time worked for the Company, and without any loss of wages

ARTICLE 6 –
TIME OFF FOR UNION BUSINESS (cont'd)

OTHER UNION BUSINESS

- 6.02 (a) A Union Steward, a Chief Steward or a Local Officer may take part in other Union business without deduction of the time so occupied in the computation of time worked for the Company. Such time off shall not be paid; however,
- (b) The Company shall pay the Union Steward, Chief Steward or Local Officer, on behalf of the Union, at his basic rate of pay for all time off to attend to other Union business. Any amount so paid, including wage contributions payable by the employer, shall be billed monthly to the National Union by the Company with an accompanying statement of account and the Union shall remit that amount to the Company within 30 days of receipt of the bill.
- (c) The Union shall not be required to provide the Company with an explanation for time off requested for Union business that will be billed by the Company to the Union (OXF). Such time off shall be requested in accordance with Article 6.04. The provisions under 6.03 shall not apply.

GENERAL

- 6.03 The employee, Union Steward, Chief Steward or Local Officer must arrange with his Operations Manager, subject to service requirements, for all time off the job required. If such time off cannot be granted for the date requested, the Operations Manager will provide an alternate date within three (3) working days of the original requested date.

ARTICLE 6 –
TIME OFF FOR UNION BUSINESS (cont'd)

6.04 The time requested pursuant to this Article shall be made on a form provided by the Company. This form will be used to prepare the statement of account, which shall be remitted to the National Union.

ARTICLE 7 –
STRIKE AND LOCKOUT

7.01 During the term of this Agreement, the Company agrees that there shall be no lockout and the Union agrees that there shall be no slow-down, strike or any other stoppage of or interference with work that would cause any interruption of work.

ARTICLE 8 –
DEFINITIONS

REGULAR FULL-TIME EMPLOYEE

8.01 “Regular full time employee” means an employee who has regular full time status and who works forty (40) hours per week.

REGULAR PART-TIME EMPLOYEE

8.02 “Regular part-time employee” means a person who has regular part-time status and who works twenty-four (24) hours per week. However, these employees may work more hours, at the Company’s request, up to forty (40) hours per week.

**ARTICLE 8 –
DEFINITIONS (cont'd)**

TEMPORARY EMPLOYEE

- 8.03 "Temporary employee" means a person hired as an employee and who is on call, according to the Company's needs.

PROBATIONARY PERIOD

- 8.04 The probationary period for a new employee is four hundred and eighty (480) regular hours worked or six (6) months, whichever comes first. During the probationary period, the employee may be laid off for any reason, at the sole discretion of the Company.

TEAM TERRITORY

- 8.05 "Team Territory" means the grouping of towns under a specific Operations Manager's control or the grouping of employees by Operations Manager as described in Appendix "B". If the Company creates, abolishes or merges one or more Team Territories, or reduces the number of regular employees on a specific team, it must notify the Union and proceed as per Letter of Intent # 6

For the Purpose of Article 20 "Team Territories" means the grouping of towns described in Appendix "E".

SERVICE TERRITORY

- 8.06 "Service Territory" means the grouping of towns described in Appendix "C".

ADJACENT SERVICE TERRITORY

- 8.07 The term "Adjacent Service Territory" means the grouping of towns described in Appendix "D".

ARTICLE 9 –
SENIORITY

SENIORITY

- 9.01 (a) Seniority is equal to the length of continuous service accumulated from the date of hiring.
- (b) Seniority for regular employee is determined from their date of hiring.
- (c) Where applicable, seniority for temporary employees is determined as of the date of hiring.
- (d) If two or more employees have the same seniority, the one having the lower employee number shall be deemed to have the higher seniority.
- 9.02 Any employee hired before December 31, 1997 and who was employed by Bell Canada between October 1, 1995 and December 31, 1997, shall retain his seniority accumulated with his former employer. This seniority shall be added to the seniority accumulated since his hiring date. However, this provision shall apply only to:
- Choice of hours and days of work (in accordance with Article 16);
 - Determine the right to and choice of vacations;
 - In the case of transfers.

SENIORITY LIST BY TEAM TERRITORY

- 9.03 The company agrees to establish and post on the bulletin boards in January, April, July and October, the employees' seniority lists by Team Territory.

The Union Steward shall receive a copy of these lists.

**ARTICLE 9 –
SENIORITY (cont'd)**

NOTICE TO THE UNION

- 9.04 The Company shall notify the Union Local in writing within five (5) working days of any hiring, reclassification, permanent transfer, temporary transfer of more than fifteen (15) days, or of a promotion to a management position. The Company further agrees to notify the Union Local of any retirement, resignation, the death of an employee, or of any authorized leave of absence of more than fifteen (15) days.

RETURN TO THE BARGAINING UNIT

- 9.05 The employee who takes a non-management job within the Company, but outside the bargaining unit, may return to his unit within eighteen (18) months of his assignment. An employee who takes a management position may do so for a period not exceeding seven (7) months per calendar year. During this period the employee shall continue to pay dues and accumulate seniority within the bargaining unit.

For the purpose of this article all time frames shall be considered cumulative during the term of the collective agreement.

ARTICLE 9 –
SENIORITY (cont'd)

REHIRING TEMPORARY EMPLOYEES

- 9.06 (a) A temporary employee who has been work completed for other than disciplinary reasons and who has completed his probationary period, shall be placed on a rehire list for temporary employees. This rehire list will be maintained by Service Territory in order of seniority and the employee shall remain on the rehiring list for a maximum of one (1) year from the end of his last day of employment.
- (b) Prior to hiring a new temporary employee within a Service Territory the Company shall offer the position to the temporary employee with the most accumulated seniority who is qualified to perform the work and whose name is on the rehire list for that service territory.
- (c) It is the responsibility of a the temporary employee who wishes to be rehired to keep the Company informed of his correct address and telephone number by notifying the Human Resources of any change.
- (d) The former employee shall notify the Company within five (5) days of the rehire proposal as to his acceptance. The former employee shall have ten (10) days from the date of the rehire proposal to report for duty unless an alternate date is mutually agreed upon.
- (e) Any relocation expenses related to the former employee accepting the rehire proposal shall be borne by the employee concerned.

**ARTICLE 10 –
MAJOR FORCE ADJUSTMENT**

- 10.01 Where any condition arises which reduces the workload in an entire Service Territory or multiple Service Territories, to the extent that, in the Company's opinion, force adjustment is warranted, the Company and the Union shall endeavour to reach an agreement as to whether a plan of part-timing, temporary transfer, layoffs, or a combination of the three shall be put into effect.
- 10.02 Where the parties are unable to reach an agreement as to a plan to avoid layoffs within a period of five (5) working days after the matter has been submitted to the Union, the Company may proceed on a plan of layoffs to the extent that it deems necessary.
- 10.03 It is, however, expressly understood that if the Company adopts a layoff plan at the expiration of the five (5) working day period, negotiations aimed at coming to an agreement relating to a force adjustment shall be resumed 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 bring changes to the plan which has been adopted or to discuss the relevance of assignments and hours of work provided to employees in the application of Article 10.12.

**ARTICLE 10 –
MAJOR FORCE ADJUSTMENT (cont'd)**

FORCE ADJUSTMENT SENIORITY

10.04 Seniority is equal to the length of continuous service accumulated from the date of hiring for:

- Designating surplus employees;
- Dumping procedures;
- Layoffs;
- Recalls.

However, all Bell Canada Craft and Service Employees hired by Entourage (Subco) between February 12, 1996 and May 31, 1996 will retain their Bell seniority for the purpose of:

- Designating surplus employees;
- Bumping procedures;
- Layoffs;
- Recalls.

10.05 Should the need to reduce the number of employees arise, the Company shall proceed in the following order:

- a) The Company shall cease employing all temporary employees within a Service Territory;
- b) The regular full-time or part-time employee having the least seniority within the Service Territory shall be designated as a surplus employee;

ARTICLE 10 –
MAJOR FORCE ADJUSTMENT (cont'd)

BUMPING

- 10.06 (a) The regular employee who is designated as surplus employee in his Service Territory may, and in the following order:
- i. Replace a temporary employee in the Adjacent Service Territory, as set out in Appendix “D”;
 - ii. Bump the regular employee having the least seniority in the Adjacent Service Territory, as set out in Appendix “D”;
 - iii. Replace any other temporary employee in the bargaining unit;
 - iv. Be laid off;
- (b) The surplus employee may choose to be laid off at any time during the process.
- (c) Any regular employee who replaces another employee as a result of the application of 10.06 (a) will maintain his status. However, the employee’s hourly rate will be frozen at his current step until the maximum hourly rate of his new job title exceeds his current hourly rate.
- 10.07 The regular employee who has been bumped in accordance with the provisions of Article 10.06 b) may, in his turn, have recourse to the bumping provisions set out in 10.06.
- 10.08 A regular cable puller may only bump a technician with less seniority provided he meets the job requirements.

ARTICLE 10 –
MAJOR FORCE ADJUSTMENT (cont'd)

- 10.09 In all cases, relocation costs shall be borne by the employee concerned.

SENIORITY LIST

- 10.10 In the event of a layoff, the Company shall remit to the Union, within five (5) working days, a revised seniority list.

LAYOFF NOTICE (LESS THAN 13 WEEKS)

- 10.11 (a) A regular employee who is laid off for a period of less than thirteen (13) weeks shall receive a written layoff notice of two weeks. If the Company does not give the required notice, it shall pay the employee a compensation equal to his regular wages, not counting overtime, for a period equal to the time limit or the time left from the time limit to which he was entitled. A copy of the layoff notice shall be submitted to the Union.
- (b) A regular employee who is laid off for a period of thirteen (13) weeks or more shall receive a written layoff notice in accordance with the applicable labour laws.

The Union shall receive a copy of the layoff notice. If the Company does not give the required notice or gives a notice without a sufficient time limit, it shall have to pay the employee a compensation equal to his regular wages, not counting overtime, for a period equal to the time limit or the time left from the time limit to which he was entitled.

ARTICLE 10 –
MAJOR FORCE ADJUSTMENT (cont'd)

AVAILABILITY OF HOURS OF WORK

- 10.12 The Company shall give a laid-off regular employee the possibility of working all available hours within his Service Territory before using a temporary employee within that Service Territory. In this case, the employee is considered as a temporary employee, but his salary will be maintained at the hourly rate that he had at the time of his layoff.

RECALL PROCEDURE

- 10.13 (a) Surplus, laid off or bumped regular employees shall be placed on a recall list for their originating Service Territory. These employees shall remain on the list for a period of three (3) years from the date of their last layoff.
- (b) The recall list shall be established and maintained in seniority order by Service Territory.
- (c) Recall of employees shall be made on a seniority basis within the Service Territory. The recalled employee must be qualified to perform the work available.
- (d) When the Company wishes to recall an employee, it shall send a recall notice, by registered mail, to the employee's last known address. The Company may recall employees by telephone in the presence of a Union representative before sending the recall notice.

ARTICLE 10 –
MAJOR FORCE ADJUSTMENT (cont'd)

- (e) The date of the recall notice shall be the date of mailing of a registered letter to the employee's last address on record with the Company. If the recall notice is communicated by telephone the date of the recall notice shall be the date on which personal contact with the laid off employee is made.

- (f) It is the responsibility of the laid off employee who wishes to be recalled to keep the Company informed of his last address and telephone number by notifying the Human Resources department of any change.

- (g) The employee shall notify the company of his decision regarding the recall proposal within five (5) working days following the date of the recall notice and shall return to work within ten (10) working days of the date of the recall notice unless an alternate date is mutually agreed upon.

**ARTICLE 11 –
HEALTH AND SAFETY**

- 11.01 Both parties recognize the need to ensure the safety and protect the health of all employees.
- 11.02 An employee may refuse to work if he deems such work may be dangerous to himself or others.
- 11.03 (a) The Company shall supply at it's expense any equipment or safety clothing which it requires existing or newly hired employees to wear or use.
- (b) The newly hired temporary employee who leaves the Company before the end of a six (6) month period shall reimburse, on a pro-rata basis, the cost of the safety footwear.

HEALTH AND SAFETY COMMITTEE

- 11.04 There shall be local committees responsible for the health and safety at work of employees. These committees shall be composed, in equal numbers, of employees and representatives from the Company. Health and Safety Committees are ruled in conformity with the Act respecting Occupational Health and Safety and its regulations.
- 11.05 Whenever an official investigation is held following a work accident, the local Union Health and Safety representative, or in his absence the Union Steward, shall attend the investigation meeting and the hearing of witnesses.

**ARTICLE 12 –
DISCIPLINARY OR NON-DISCIPLINARY ACTION**

- 12.01 Where disciplinary or non-disciplinary action is taken, the Company may, for just cause, give a written warning, suspend, demote or dismiss the employee.
- 12.02 The Union Steward shall be present when disciplinary or non-disciplinary action is taken or handed out. However, the employee may refuse to be accompanied by his Union Steward at the meeting preceding the handing out of the disciplinary or non-disciplinary action.
- 12.03 The Company shall notify immediately, in writing, the employee and his Steward of the imposition of any disciplinary or non-disciplinary action taken against him and give the specific reasons for such action.
- 12.04 All disciplinary and non-disciplinary actions taken, form the disciplinary record of that employee and any action dating more than eighteen (18) months shall be removed from his disciplinary record.
- 12.05 An employee is entitled to consult his disciplinary record on request. He may, in this instance, be accompanied by his Union Steward. A Union Steward may consult the disciplinary record of any employee who submits a grievance.

**ARTICLE 13 –
GRIEVANCES**

DEFINITIONS

GRIEVANCES

- 13.01 «Grievance» shall mean a statement that is submitted in accordance with the applicable procedure contained in this Article and which sets out any difference relating to the interpretation, application, administration or alleged violation of any provision in this Agreement.

WORKING DAY

For purposes of this Article, «working day» shall mean any day of the week excluding Saturdays, Sundays and statutory holidays described in this Agreement.

GRIEVOR

«Grievor» means the employee concerned, a group of employees, a Union Local or the National Union.

**ARTICLE 13 –
GRIEVANCES (cont'd)**

GRIEVANCE PROCEDURE

STEP 1

13.02 A grievance shall be submitted within thirty (30) working days from the time the employee knew or could reasonably be expected to have known of the event allegedly giving rise to the grievance, to the Operations Manager by:

- 1) The Union Steward and the employee in the case, or the Union Steward alone.
- 2) The Operations Manager, receiving a grievance submitted in accordance with the above, shall acknowledge its receipt by signing the grievance form and recording the date the grievance was submitted.

In the case of a grievance arising as a result of an employee termination, the grievance may be submitted directly to the Regional Manager at Step 2.

13.03 The Operations Manager shall convene a meeting and render his decision orally within five (5) working days of receipt of the grievance. He shall sign and date the grievance form.

STEP 2

13.04 Where the grievance has not been settled at Step 1, it may be submitted to the Regional Manager by the Union Steward or the Chief Steward within ten (10) working days of the disposition of the matter at Step 1.

**ARTICLE 13 –
GRIEVANCES (cont'd)**

- 13.05 The Regional Manager shall meet with the Chief Steward, the Union Steward and the grievor, and shall render his decision within ten (10) working days of being advised of the grievance. He shall also enter a written statement of position on the grievance form.

PRE-ARBITRATION STEP

- 13.06 All grievances that have not been settled at Step 2 may be submitted to the Human Resources Director by the National Union Representative within twenty (20) working days following the decision received at Step 2.

The Human Resources Director must meet the National Union Representative and the Chief Steward, and render his decision within twenty (20) working days after the presentation of the grievance. He shall also enter a written statement of position on the grievance form.

The Human Resources Director may, if he so wishes, be accompanied by another Manager.

NATIONAL UNION GRIEVANCES

- 13.07 (a) The National Union may submit grievances which are general in nature and for which a general remedy is sought.
- (b) Such a grievance shall be submitted to the Vice President Operations by a National Union representative or Officer within thirty (30) working days from the time the National Union knew or reasonably ought to have known of such event.

**ARTICLE 13 –
GRIEVANCES (cont'd)**

- (c) The Vice President Operations shall meet with the National Union representatives or Officers and render his decision, in writing, within ten (10) working days of being advised of the grievance submission. Another member of management named by him may attend the meeting.
- (d) This procedure shall not be used for processing individual grievances.

TIME LIMITS

- 13.08 Any grievance not submitted within the mandatory time limits prescribed in this Article shall be deemed to have been abandoned and cannot be continued or re-opened. If the Company fails to respond or if a grievance is not settled at Steps 1 or 2 within the prescribed time limits, the grievor may proceed immediately to the next Step.
- 13.09 The time limits may not be extended except by written consent of the two parties.

GENERAL

- 13.10 The grievance shall be submitted in writing and shall include:
 - a) The grievor's name and occupation
 - b) The date of the event giving rise to the grievance
 - c) The nature of the grievance
 - d) The settlement sought
 - e) The Article(s) alleged to have been violated
 - f) The Grievance number
- 13.11 Any grievance settlement shall give rise to a written agreement signed by the parties, such an agreement being an individual case which cannot be used as a precedent by either of the parties.

**ARTICLE 13 –
GRIEVANCES (cont'd)**

- 13.12 (a) A National Union representative may participate in Step 2 of a grievance.
- (b) The Regional Manager may ask another Operations Manager to participate in Step 2.
- 13.13 Where a grievance is not settled, it may be referred to Arbitration.

**ARTICLE 14 –
ARBITRATION**

- 14.01 Where the Union wishes to submit a grievance to arbitration, it shall advise the Director of Human Resources in writing within twenty (20) working days following the date the decision at the pre-arbitration step or, of the Vice President Operation's decision in the case of a National Union grievance, was or should have been rendered.
- 14.02 The notice shall suggest the names of three persons it is prepared to accept to act as single Arbitrator. The Company then has a time limit of twenty (20) working days to decide with the Union on the choice of an Arbitrator.
- 14.03 Where the parties fail to come to an agreement on the choice of an Arbitrator, either party may apply to the Minister of Labour to appoint an Arbitrator.
- 14.04 The decision of the Arbitrator is without appeal and shall be binding on the parties. The decision shall be governed by the provisions of this Agreement and the Arbitrator has no jurisdiction to modify, strike out or add to the Agreement.
- 14.05 Costs related to arbitration shall be paid by the Company and the Union in equal parts.

**ARTICLE 14 –
ARBITRATION**

- 14.06 With mutual agreement between the Director of Human Resources and the CEP National Representative, a grievance that is not settled at the Pre-Arbitration step may be submitted to med/arb in place of arbitration. If this option is chosen, Articles 14.01 through 14.05 shall apply to the med/arb process.

**ARTICLE 15 –
REMUNERATION**

WAGES

- 15.01 The hourly wage rates valid until May 6, 2009 are specified in the wage schedule set out in Appendix "A".
- 15.02 The time interval between each step of the wage schedule and the progression from one step to the next is specified in Appendix "A".
- 15.03 Subject to Article 1.02, the job titles of all employees are "technician" or "cable puller".
- 15.04 The Company and the Union will jointly define the applicable rules of all incentive compensation programs that could be introduced during the term of the Collective Agreement.

PAY DAYS

- 15.05 The pay period shall be two weeks, and ending Saturday. An employee shall be paid on the second Wednesday following the pay period. The pay shall include remuneration for overtime work and other additions within the pay period. Pay will be adjusted for unpaid absences, which occurred during such pay period.

**ARTICLE 16 –
HOURS OF WORK**

DEFINITIONS

- 16.01 «Basic hours of work» means the number of hours worked per day and per week as established by this Article.

REGULAR FULL-TIME EMPLOYEES

- 16.02 The basic hours of work for a regular full time employee shall be eight (8) hours. However, when job requirements dictate, a regular full time employee may work ten (10) hours per day when mutually agreed upon by the employee and his Operations Manager.
- 16.03 The basic hours of work for a regular full time employee shall be forty (40) hours per week on the basis of five (5) days. However, the basic hours may be averaged over a two (2) week period on the basis of ten (10) days totalling eighty (80) hours. Whenever four (4) days of ten (10) hours are scheduled as per section 16.02 above, the basic hours may also be spread over a two (2) week period consisting of eight (8) days of ten (10) hours.
- 16.04 (a) i. The Company may reduce the hours of work to thirty-six (36) hours per week in a given Team Territory.
- ii. When multiple Team Territories exist in a common locality as specified in Appendix “B” (example 416 East), the hours of work will be reduced in all Teams Territories in the common locality.

ARTICLE 16 –
HOURS OF WORK (cont'd)

- (b) The Company shall always give a seven (7) day notice before reducing the hours of work to 36 hours per week. The Company shall give a seven (7) day notice whenever it intends to return to the normal work week. However, if the Team agrees the Company may return to the normal work week without the seven (7) day notice.
- (c) Where the Company decides to reduce or go back to normal hours of work, it shall do so for a period of two (2) weeks.
- (d) Where the Company decides to reduce the hours of work of full-time employees, it shall automatically reduce the hours of work of part-time employees.
- (e)
 - i. While the hours of work are reduced in the application of 16.04 a), the Company shall offer available hours of work to regular full-time employees before offering such hours to regular part-time and temporary employees providing the offering of such hours does not generate overtime.
 - ii. The offering of such available hours shall be within a Team Territory or Territories where multiple Team Territories exist within a common locality.

ARTICLE 16 –
HOURS OF WORK (cont'd)

- 16.05 Following consultation within the team, and taking into consideration operational demands, the reduced week working hours shall be distributed according to one of the following options:
- a) Four (4) days of nine (9) hours per week;
 - b) Nine (9) days of eight (8) hours per two (2) week period;
 - c) Four (4) days of eight (8) hours per week;
 - d) Eight (8) days of eight (8) hours per two (2) week period.

If the team cannot reach an agreement, the employee may choose one of the above outlined options.

REGULAR PART-TIME EMPLOYEE

- 16.06 The basic hours of work per day for a part-time employee shall be eight (8) hours. However, basic hours of work may be of ten (10) hours per day, when mutually agreed upon by the Operations Manager and his employee
- 16.07 (a) The basic hours of work per week for a regular part-time employee shall be twenty four (24) hours. However, these employees may work more hours per week, at the Company's request, up to forty (40) hours per week. Such hours shall be paid at the basic hourly rate.
- (b) When assigning additional hours of work the Company will give priority to regular part-time employees before offering such hours to temporary employees, once the temporary employees have been provided with three (3) days of work per week, providing the offering of such hours does not generate overtime.

ARTICLE 16 –
HOURS OF WORK (cont'd)

- 16.08 (a) i. The Company may reduce the hours of work to sixteen (16) hours per week in a given Team Territory. These employees may work more hours per week, at the Company's request, up to a maximum of thirty-six (36) per week totalling the maximum number of hours worked by a full time employee during a reduced period. These hours shall be paid at the normal rate of pay.
- ii. When multiple Team Territories exist in a common locality, as described in Appendix "B" (example 416 East), the hours of work will be reduced in all Team Territories in the common locality.
- (b) The Company shall always give a seven (7) day notice before reducing the hours of work to sixteen (16) hours per week. However, if the team agrees the Company may return to the normal work schedule (24 hours per week) without the seven (7) day notice
- (c) i. When the hours of work are reduced in application of Article 16.08 (a), the Company must first offer additional hours of work to part-time employees before offering them to temporary employees who have completed two (2) shifts in a week, providing the offering of such hours does not generate overtime.
- ii. The offering of such available hours shall be within a Team Territory or Territories where multiple Team Territories exist within a common locality.

ARTICLE 16 –
HOURS OF WORK (cont'd)

TEMPORARY EMPLOYEE

- 16.09 (a) The Company shall determine the hours of work per day and days per week for all temporary employees.
- (b) Hours of work for temporary employees shall be equitably distributed within a Team Territory. Where multiple Team Territories exist in a common locality, as described in Appendix “B” (example 416 East), the hours of work will be equitably distributed throughout all Team Territories in the common locality taking into consideration the requirements of the job.
- 16.10 A temporary employee called to work the same day shall be paid a minimum of four (4) hours. However, if he is notified beforehand, he shall be paid a minimum of eight (8) hours.

ARRANGEMENT AND ASSIGNMENT OF HOURS

- 16.11 The arrangement of hours for all tours of duty shall be composed of consecutive hours and established by the Company. Such hours and tours will be posted on an eight (8) week schedule.
- 16.12 The hours of work may be assigned to the tour of duty on any day of the week according to the requirements of the job.

ARTICLE 16 –
HOURS OF WORK (cont'd)

16.13 The choice of hours of work and days of work shall be established by the Team taking into consideration the requirements of the job and the need to have regular employees on all tours. If the Team is unable to come to an agreement, seniority shall apply according to the requirements of the job.

For application of this section, when more than one Team Territory exists in a common locality, as specified in Appendix “B” (example 416 East), all Team Territories will be considered as a single Team.

16.14 (a) The Company must give seven (7) days’ notice before changing the basic work schedule of a regular full-time employee.

(b) i. During the months of April to October, the Company shall give a four (4) day notice before making any change in the basic work schedule (24 hours per week) of a regular part-time employee. Basic hours of work (24 hours per week) shall be clearly identified on the employee’s schedule. However, hours of work scheduled in excess of the basic hours of work may be changed or cancelled no later than nine p.m. (9 p.m.) on the day before the scheduled workday.

ii. During the months of November to March, the Company must notify a regular part-time employee of any change to his basic work schedule (24 hours per week) no later than noon (12:00 p.m.) on the day before the scheduled workday. Hours of work scheduled in excess of the basic hours of work may be changed or canceled no later than nine p.m. (9 p.m.) on the day before the scheduled workday.

ARTICLE 16 –
HOURS OF WORK (cont'd)

- 16.15 (a) Where a regular full-time employee does his normal tour of duty spread over a two (2) week (80 hour) period, his rest day shall be consecutive to another rest day.
- (b) Where a regular full-time employee works four (4) days per week of nine (9) hours per day, the additional rest day shall be scheduled on a rotation basis from Monday to Friday during the following weeks.
- 16.16 (a) No regular full-time employee shall be scheduled on a Sunday. Moreover, no regular full-time employee shall be scheduled on two (2) consecutive Saturdays.
- (b) No regular part-time employee shall be scheduled on more than six (6) weekends (Saturday or Sunday) in an eight (8) week schedule period as specified in Article 16.11.
- 16.17 Subject to the conditions stated in Article 17, no employee shall work more than twelve (12) consecutive days against his will.

MEAL PERIOD

- 16.18 (a) For tours of duty beginning between seven o'clock (7:00 am) and twelve noon (12:00 pm), the meal period shall be of one (1) hour unpaid and taken at or around the middle of the tour unless agreed upon differently between the employee and his Operations Manager.
- (b) For tours of duty starting at twelve noon (12:00 pm) or later, a meal period of twenty (20) minutes shall be considered as part of the day's normal working hours.

**ARTICLE 16 –
HOURS OF WORK (cont'd)**

RELIEF PERIOD

- 16.19 An employee shall be granted a relief period of no more than fifteen (15) minutes around the middle of each half tour of duty.

**ARTICLE 17 –
OVERTIME**

- 17.01 «Overtime» for regular employees means the hours worked:
- a) In addition to eight (8) hours per day or to nine (9) hours per day (for regular full-time only) in periods of reduction or ten (10) hours per day whenever such a shift is used as provided for by Article 16.
 - b) In addition to forty (40) hours per week or eighty (80) hours within a two week period as per Article 16.03.
- 17.02 “Overtime” for a temporary employee means the hours worked in addition to forty (40) hours per week.
- 17.03 According to the requirements of the job, overtime hours are offered to volunteer employees. However, in addition to voluntary overtime, the Company may also require an employee to work eight (8) overtime hours per week or sixteen (16) overtime hours in a designated four (4) week period.
In such event the Company shall, according to the requirements of the job, assign overtime within the team in the following order:
- 1. Assign temporary employees
 - 2. Assign regular employees by reverse order of seniority

ARTICLE 17 –
OVERTIME (cont'd)

- 17.04 Notwithstanding Article 17.03, where it is urgent to restore service for customers or where other circumstances endanger the safety of customers or the public, compulsory overtime may be assigned to an employee in excess of eight (8) hours per employee in one week. The Company will give first consideration to the most senior employee who will volunteer in the Town or the Team Territory. In the event that there is no volunteer, the Company shall choose the employee with less seniority in the Town or the Team Territory.
- 17.05 The employee who works overtime shall have two (2) options:
- (a) Be paid at his normal hourly rate of pay multiplied by one and one half times for each overtime hour worked; or
 - (b) Accumulate hours in a compensating time off bank at the rate of one and one half hour for each overtime hour worked up to a maximum of two hundred (200) hours banked.
- 17.06 (a) Overtime hours accumulated in the compensating time off bank may be used at a time or date that is mutually agreed upon between the employee and his Operations Manager.
- (b) Requests for compensating time off that have been granted shall not be cancelled or changed without the consent of the employee.
 - (c) Twice per calendar year, an employee may request payment of any amount of the outstanding balance in his compensating time off bank by notifying the Human Resources department in writing.

**ARTICLE 17 –
OVERTIME (cont'd)**

CALL-OUT

- 17.07 Where there is a call-out, the Company shall first contact the employees listed on a voluntary call-out list by Town and Team Territory. The Company shall contact the employees who are qualified to do the work by order of seniority and on a rotating basis.
- 17.08 A regular employee who is called out shall be paid one and one half times his normal hourly rate for all overtime hours worked.
- 17.09 A regular employee called out shall receive a minimum (4) hours pay.

**ARTICLE 18 –
STATUTORY HOLIDAYS**

PERMANENT EMPLOYEE

- 18.01 The following days shall be recognized as statutory paid holidays and employees shall be paid according to the provisions under the present Article:
1. New Year's Day
 2. Good Friday
 3. Victoria Day
 4. Canada Day
 5. Civic Holiday
 6. Labour Day
 7. Thanksgiving Day
 8. Christmas Day
 9. Boxing Day
- 18.02 Where a paid statutory holiday falls on a Sunday it is observed on the following day.

**ARTICLE 18 –
STATUTORY HOLIDAYS (cont'd)**

- 18.03 Where a paid statutory holiday falls on a day from Monday to Saturday inclusively, it is included in the weekly schedule of all regular employees for that week.
- 18.04 Notwithstanding the provisions under section 18.03, the observance of Boxing Day shall be the following:
- a) Where Boxing Day falls on a Monday, it is observed on the following day;
 - b) Where Boxing Day falls on a day from Tuesday to Saturday inclusive, it shall be included in the weekly schedule of all regular employees for that week.

PAYMENT OF A PAID STATUTORY HOLIDAY

FULL-TIME EMPLOYEE

- 18.05 Where a full-time employee is not required to work on a paid statutory holiday included in his weekly schedule, the said holiday shall be paid at the basic rate of pay for that day.

PART-TIME EMPLOYEE

- 18.06 Where a part-time employee is not required to work on a paid statutory holiday included in his weekly schedule, he shall be paid for that day at the rate of 10% of his earnings, excluding overtime, for the pay period immediately preceding the holiday, not to exceed his daily basic rate of pay.

Unless the employee is absent over the course of the week during which the holiday arises, the above-mentioned calculation shall not result in the employee being paid for less than the minimum number of hours provided for in Article 8.02.

**ARTICLE 18 –
STATUTORY HOLIDAYS (cont'd)**

18.07 The calculation of the 10% for a part-time employee who is absent from work for just cause during the period immediately preceding the statutory holiday shall be made on the basis of a normal pay period:

(2 weeks X 24 hrs. = 48 hours or 2 weeks X 16 hrs.
= 32 hours in periods of reduction).

TEMPORARY EMPLOYEE

18.08 Where a statutory holiday coincides with a work day, the Company must pay the employee with sixty (60) days of continuous service compensation equal to his average daily wages of the days worked during the preceding complete pay period, excluding his overtime hours.

**PAYMENT FOR WORK ON A HOLIDAY INCLUDED IN THE
WEEKLY SCHEDULE**

FULL TIME EMPLOYEE

18.09 Where a full-time employee is required to work on a paid holiday which is included in his weekly schedule, he shall be paid his normal hourly rate of pay multiplied by one and one half times the hours worked.

The employee also has the following choice:

- a) Be paid at his basic hourly rate of pay for the statutory holiday; or,
- b) Be given a one day paid holiday at a date agreed upon by him and the Company. This holiday must be granted within the twelve (12) months following the holiday in question.

**ARTICLE 18 –
STATUTORY HOLIDAYS (cont'd)**

PART TIME EMPLOYEE

- 18.10 Where a part-time employee is required to work on a paid holiday which is included in his weekly schedule, he shall be paid for that day (8 hours) at the rate of 10% of his earnings, excluding overtime, for the period immediately preceding the holiday, not to exceed his basic daily rate of pay. In addition, he shall be paid in accordance with the overtime pay provisions under Article 17.

TEMPORARY EMPLOYEE

- 18.11 Where a temporary employee is required to work on a paid statutory holiday, he shall be paid at his normal hourly rate for this statutory holiday day. In addition, the Company shall pay the employee with sixty (60) days of continuous service the compensation provided for in Article 18.08.

REGULAR EMPLOYEE

- 18.12 The statutory paid holiday shall not be paid to an employee who is absent and who receives any other remuneration in accordance with the Collective Agreement or a compensation provided for by the Law.

**ARTICLE 19 –
ANNUAL VACATIONS**

- 19.01 The reference year for vacation purposes is from February 1st to January 31st.
- 19.02 Vacation selection and the number of weeks to which an employee is entitled shall be made on a seniority basis, in accordance with Article 9, within a Team Territory, taking into consideration job requirements.

ARTICLE 19 –
ANNUAL VACATIONS (cont'd)

- 19.03 Beginning December 1st of each year, the Company shall prepare the vacation schedule for the following year. The Company shall post the vacation schedule at the latest on January 15.
- 19.04 a) Vacations rights for regular full-time employees in a reference year starting February 1st is based on continued accumulated service as of the preceding January 31st and are allocated and paid according the following table :

<input type="checkbox"/>	LESS THAN ONE (1) YEAR	<ul style="list-style-type: none"> ▪ one day per month with a maximum of ten (10) days paid at four percent (4%) of gross salary earned during the preceding year.
<input type="checkbox"/>	ONE (1) YEAR BUT LESS THAN FIVE (5)	<ul style="list-style-type: none"> ▪ 2 weeks of regular pay or ▪ 4% of the gross salary earned during the preceding year <i>whichever is greater</i>
AS OF FEBRUARY 1 ST 2001		
<input type="checkbox"/>	FIVE (5) YEARS AND MORE	<ul style="list-style-type: none"> ▪ 3 weeks of regular pay or ▪ 6% of the gross salary earned during the preceding year <i>whichever is greater</i>
AS OF FEBRUARY 1 ST 2002		
<input type="checkbox"/>	TEN (10) YEARS AND MORE	<ul style="list-style-type: none"> ▪ 4 weeks of regular pay* or ▪ 6% of the gross salary earned during the preceding year <i>whichever is greater</i>
<p>* <i>A maximum of three (3) weeks vacation can be taken during the June to September time frame</i></p>		

ARTICLE 19 –
ANNUAL VACATIONS (cont'd)

REGULAR PART-TIME EMPLOYEES

- b) Vacation duration for regular part-time employees is based on the above table. However they shall be remunerated based on a twenty-four (24) hour work week or two (2%) (per week of vacation) of the gross salary earned during the preceding year, whichever is greater.

FULL TIME EMPLOYEE

- 19.05 A full-time employee who selects his vacation during a period where the work week has been reduced will still be paid forty (40) hours per vacation week.

PART TIME EMPLOYEE

- 19.06 A part-time employee who selects his vacation during a period where the work week has been reduced shall still be paid twenty-four (24) hours per vacation week.

GENERAL

- 19.07 The Company cannot block-out the taking of any vacation week during the reference year.

ARTICLE 19 –
ANNUAL VACATIONS (cont'd)

19.08 A total of twenty percent (20%) (rounded up to the first decimal) of regular employees of a Team Territory shall be entitled to take their vacations at the same time, provided the remaining employees are capable of carrying out the work. However, the result of the calculation must not exceed twenty-five (25%) (minimum one employee) of the regular employees of a Team Territory who are on vacation at the same time.

Notwithstanding the above mentioned dispositions, the Company may decide to reduce to ten percent (10%) (rounded up to the first decimal) the number of regular employees of a Team Territory entitled to take their vacations at the same time for two (2) weeks identified during the scheduling process. If this option is exercised, the Company shall increase to thirty (30%) (rounded up to the first decimal) the number of employees of a Team Territory entitled to take their vacations at the same time for two (2) weeks (during July or August) identified during the scheduling process.

19.09 All vacation weeks shall be scheduled and taken in the reference year.

19.10 Where a paid holiday falls during the annual vacations, the employee shall be entitled to an additional day off with pay agreed upon by the employee and his Operations Manager. If the paid holiday is not taken within twelve (12) months of said holiday, he shall be granted one (1) day holiday pay.

19.11 Where an employee is transferred after selecting his vacation, he may retain his choice.

ARTICLE 19 –
ANNUAL VACATIONS (cont'd)

- 19.12 Where an employee is taken ill or is the victim of an accident before leaving work on the last day of work preceding his vacation, and is unable to take his vacation, the Company must, if the employee so requests, reschedule his vacation at a later date at his convenience. The employee's vacation selection is subject to the provisions of section 19.08.
- 19.13 Unless there is an agreement to the contrary between an Employee and his Operations Manager, vacations shall be taken in blocks of five (5) days.

TEMPORARY EMPLOYEE VACATIONS

- 19.14 (a) A temporary employee with one year of continuous service at the end of the reference year shall have the right to two (2) weeks vacation.
- (b) Vacation pay shall equal four percent (4%) of his earned wages during the reference year.

**ARTICLE 20 –
TRANSFERS**

PERMANENT TRANSFER PROCEDURE

- 20.01 (a) Once a year, during the entire month of March, regular employees may put their names on the transfer list through written notice to their Operations Manager, using the form designed for this purpose
- (b) Regular employees shall identify to their Operations Manager two (2) Transfer Territories (as per " Appendix E") and/or Service Territories to which they would like to be transferred.
- (c) A copy of these updated lists shall be provided to the Union Steward.
- (d) Where the Company has a vacant regular position in a Transfer Territory, it shall give priority to the regular employee with the most seniority on the transfer list for this Transfer Territory.
- (e) It is expressly understood that transfer requests will only be considered for employees whose performance on their existing job meets requirements.
- (f) Transfer costs are borne by the employee.
- (g) Where a regular employee is transferred as a result of one of his requests, his second request shall become null and void.

ARTICLE 20 –
TRANSFERS (cont'd)

TEMPORARY TRANSFER - REGULAR EMPLOYEE

20.02 A temporary transfer shall not exceed ninety (90) days.

 However, if the parties agree during the application of Article 10 (Force Adjustment - Regular Employees), a temporary transfer may exceed ninety (90) days.

20.03 In the case of a temporary transfer, the work team shall agree on the choice of volunteers. If the team cannot reach an agreement, the Company shall transfer an employee qualified to do the job having the least seniority within the team.

**ARTICLE 21 –
TRANSPORTATION ALLOWANCE AND LIVING EXPENSES**

- 21.01 Where the company transfers an employee as per 20.03 and the employee spends the night out of town, the Company agrees that provided availability, each employee should be accommodated with private sleeping quarters. On such occasions, expenses will be compensated by a daily allowance of forty-five dollars (\$45.00) which covers all personal expenses incurred i.e. meals, telephone, laundry, etc. When the employee is away for a portion of the day (as per article 20.03) meals will be reimbursed to a maximum of \$7.00 for breakfast, \$13.00 for lunch and \$20.00 for dinner.
- 21.02 (a) When an employee works more than 100 km from his normal work center for a day, or part of a day, meals will be reimbursed to a maximum of \$7.00 for breakfast, \$13.00 for lunch and \$20.00 for dinner.
- (b) When an employee works or has been transferred outside of 100 km from his regular work centre as per Article 20.03, travel time shall be considered as part of his work day and appropriate regular and overtime rates shall apply as per Articles 16 and 17. For travel time not associated with a regularly scheduled tour of duty the employee will be paid his regular hourly rate and such time will not be included in the accumulation of hours worked for overtime purposes. Travel time shall only be considered as hours not associated with regularly scheduled hours when accommodations are being provided during the period for which the employee is transferred

**ARTICLE 22 –
SICKNESS ABSENCES AND BENEFITS**

ABSENCES DUE TO SICKNESS

22.01 A regular employee who is absent due to sickness without being hospitalized shall be paid by the Company in the following manner:

- 66.67% of his basic pay for the first three (3) scheduled working days of his absence;
- 80% of his basic pay for the remaining scheduled working days or until his absence reaches seven (7) calendar days;
- On the 8th calendar day of absence, the regular employee shall be paid in accordance with the Benefits Plan.

22.02 A regular employee who is absent from work for part of his scheduled day because of sickness shall be paid as follows:

- (a) If he has worked more than half his day, he shall be paid at his regular hourly rate for the full day.
- (b) i. If he has worked less than half his day, he shall be paid at his regular hourly rate for his half day; and
- ii. He shall be paid 66 2/3 % of his regular hourly rate for the remainder of the day. This half day is considered as his first day of absence.

**ARTICLE 22 –
SICKNESS ABSENCES AND BENEFITS (cont'd)**

BENEFITS

- 22.03 All regular employees shall be entitled to the following benefits:
- The Group Retirement Savings Plan;
 - The Disability Benefit Plan;
 - The Long Term Disability Income Plan;
 - The Medical Expenses Reimbursement Plan;
 - The Dental Expenses Reimbursement Plan.
- 22.04 The Company shall maintain for the duration of the Collective Agreement, all Benefit Plans offered to the employees.
- 22.05 For the duration of the Collective Agreement, the Plans determined in Article 22.03 shall not be modified without the consent of the Union.
- 22.06 Notwithstanding Articles 22.03 and 22.04, if laws or regulations should have an effect on one of the Plans, the Company shall adjust the Plan according to the law or regulation.
- However, such adjustments shall not reduce the overall level of benefits.
- 22.07 A copy of the benefits booklets shall be given to each regular employee.

**ARTICLE 23 –
TOOLS**

- 23.01 The Company shall decide what tools are required for the job and make them available and replace them as, in its judgement, they become obsolete or worn out. Each employee shall recognize the value of the tools assigned to him and should make every effort to safeguard this important asset.

**ARTICLE 24 –
COLLECTIVE AGREEMENT**

- 24.01 The Company agrees to supply each employee with a copy of this Collective Agreement.

**ARTICLE 25 –
BULLETIN BOARDS**

- 25.01 The Company agrees to supply and install bulletin boards in all its establishments for use by the Union for posting notices with respect to Union business. The Company also agrees to provide access to the existing system used for communicating with employees for the purpose of conducting daily operations. Such access will be dependent upon following guidelines provided by the Company.

**ARTICLE 26 –
JURY OR WITNESS DUTY**

- 26.01 An employee who has been exempted from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena shall be granted pay at his basic hourly rate.
- 26.02 An employee shall report for regular duties when temporarily or finally excused from such duties before the Court.
- 26.03 Where, before leaving work on the day preceding his vacation, an employee is called upon in proper and due form to attend jury duty and the time stipulated for attendance at Court falls within the time schedule for the employee's vacation, the Company shall, if the employee so requests, re-schedule his vacation at a date that is mutually agreed upon by him and his Operations Manager. The employee's vacation selection is subject to the provisions of section 19.08.

**ARTICLE 27 –
BEREAVEMENT LEAVE**

- 27.01 A regular employee shall be granted, in the event of the death of his spouse, common-law spouse, same-sex spouse, son or daughter, bereavement leave with pay from any of his scheduled tours of duty that occur during the five (5) working days immediately following the day of the death.
- 27.02 A regular employee shall be granted, in the event of the death of his father, mother, brother, sister, mother-in-law, father-in-law (including parents of same-sex spouses), grandchild, bereavement leave with pay from his scheduled tours of duty for the three (3) calendar days immediately following the day of the death.

**ARTICLE 27 –
BEREAVEMENT LEAVE (cont'd)**

- 27.03 Where it is necessary for the regular employee to leave the city in which he works and travel more than 200 KM, the Company may add one working day to the bereavement leave provided for in sections 27.01 and 27.02.
- 27.04 In the event of the death of his grandparent, a regular employee shall be granted one day bereavement leave with pay from a scheduled tour of duty. This day shall be taken between the death and the funeral or the cremation.

TEMPORARY EMPLOYEE

- 27.05 A temporary employee may take one day off work, without loss of wages, in the event of the death or the funeral of his spouse, child, or child of his spouse, father, mother, brother or sister. He may also take an additional three (3) days off, but without pay.

**ARTICLE 28 –
PREGNANCY AND PARENTAL LEAVE**

- 28.01 Pregnancy and Parental leave provisions shall be those which are stipulated under the Ontario Employment Standards Act.

**ARTICLE 29 –
JOB ADAPTATION**

- 29.01 The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

**ARTICLE 30 –
BARGAINING PROCEDURE**

- 30.01 Two (2) bargaining agents, authorized by the Union shall be granted time for bargaining purposes, such time not to be deducted from the calculation of the time worked for the Company and without loss of pay.
- 30.02 Six (6) representatives including the bargaining agents may attend the Bargaining Caucus for a period not exceeding four (4) days without any deduction of the time thus spent from the time worked for the Company and without any wage loss provided, however, that the names of the participants have been supplied to the Company two weeks prior to the meeting.
- 30.03 All negotiations with the purpose of concluding a Collective Agreement or bringing about changes or modifications to this Agreement shall be conducted between authorized Union bargaining agents on the one part and the designated Company representatives on the other part.
- 30.04 The Collective Agreement cannot be deemed valid unless it is signed by the bargaining agents authorized by the Union on the one part and by the Company on the other part.
- 30.05 Should the parties consider that simultaneous translation is necessary, the Company and the Union agree to bear, on an equal share basis, the simultaneous translation expenses during consultative and bargaining meetings.

**ARTICLE 31 –
DURATION**

- 31.01 This Agreement becomes effective on the date of its signature except as otherwise provided and shall remain valid until May 6, 2009 inclusively. Notwithstanding the preceding provisions, the working conditions determined in this Collective Agreement shall remain valid until either party exercises its right to strike or to lock-out.
- 31.02 Either party to this Agreement may, by written notice given to the other party at least ninety (90) days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into a new Agreement.
- 31.03 The Union shall consider the negotiation notice as valid if it is addressed to the Communications, Energy and Paperworkers Union of Canada, in Ontario: 5915 Airport Road., Suite 510, Mississauga ON L4V 1T1. For its part, the Company shall consider the negotiating notice as valid if it is addressed to Entourage Technology Solutions inc. (Subco), 75 rue J-A-Bombardier, Suite 200, Boucherville, QC J4B 8P1

**ARTICLE 32 –
COMPANY POLICIES**

- 32.00 A copy of the Company's policies related to employees belonging to this bargaining unit will be made available for viewing in printed form in each work centre.

IN WITNESS WHEREOF, the parties have signed the present Agreement through their duly **authorized bargaining agents**, this August 8, 2005 .



*Communications, Energy and
Paperworks Union of Canada (CEP)*

*BOB HUGET
Administrative Vice-President*

*SEAN HOWES,
National Representative*

*JIM FLING
Vice President and Chief Steward
Local 34-0*

*SHAWN COWAN,
Vice President and Chief Steward
Local 43*



*Entourage, Technology Solutions Inc.
(Subco)*

*ROBERT NADON,
General Manager, Operations*

*STEVE CLARKE,
Regional Manager, Operations*

APPENDIX « A »

WAGE SCHEDULE

For “technicians” with **regular full-time or regular part-time** status:

	Net Credited Service on Step	Hourly Rate Before Signing	Hourly Rate Aug 8, 2005	Hourly Rate Aug 8, 2006	Hourly Rate Aug 8, 2007	Hourly Rate Aug 8, 2008
<i>Step 1</i>	Begin	\$12.20	\$12.20	-----	-----	-----
<i>Step 2</i>	6 mths	\$13.20	\$13.20	\$13.20	\$13.20	-----
<i>Step 3</i>	6 mths	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
<i>Step 4</i>	6 mths	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
<i>Step 5</i>	6 mths	\$16.20	\$16.20	\$16.20	\$16.20	\$16.20
<i>Step 6</i>	6 mths	\$17.20	\$17.20	\$17.20	\$17.20	\$17.20
<i>Step 7</i>	6 mths	\$18.20	\$18.20	\$18.20	\$18.20	\$18.20
<i>Step 8</i>	6 mths	\$19.10	\$19.10	\$19.10	\$19.10	\$19.10
<i>Step 9</i>	6 mths	\$19.90	\$19.90	\$19.90	\$19.90	\$19.90
<i>Step 10</i>	6 mths	\$20.80	\$20.80	\$20.80	\$20.80	\$20.80
<i>Step 11</i>	6 mths		\$21.36	\$21.98	\$21.98	\$21.98
<i>Step 12</i>	6 mths		-----	-----	\$22.64	\$23.32

1. The Company may award a regular full or part-time employee an hourly rate corresponding to one of the steps within the above wage schedule.
2. Progression from one step to the next will be automatic every six (6) months as per the above wage schedule.

APPENDIX « A »

WAGE SCHEDULE

For “technicians” hired as **temporary**:

	Accumulated Hours of Service	Hourly Rate before Signing	Hourly Rate Aug 8 2006	Hourly Rate Aug 8 2006	Hourly Rate Aug 8 2007	Hourly Rate Aug 8 2008
<i>Step 1</i>	Begin	\$12.20	\$12.20	-----	-----	-----
<i>Step 2</i>	2080	\$13.20	\$13.20	\$13.20	\$13.20	-----
<i>Step 3</i>	3120	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
<i>Step 4</i>	4160	\$15.10	\$15.10	\$15.20	\$15.20	\$15.20
<i>Step 5</i>	5200	-----	\$15.60	\$16.10	\$16.10	\$16.10
<i>Step 6</i>	6240	-----		-----	\$16.60	\$17.10

1. Upon hiring the Company may award a temporary technician an hourly rate corresponding to one of the steps within the above wage schedule.
2. The progression from one step to another will be automatic based on hours worked as per the above wage schedule.

APPENDIX « A »

WAGE SCHEDULE «Cable Puller»

For “Cable Pullers” hired as **regular full-time** or **regular part-time**:

	Interval on Step RFT	Interval on Step RPT	Hourly Rate Before Signing	Hourly Rate Aug 8 2005	Hourly Rate Aug 8 2006	Hourly Rate Aug 8 2007	Hourly Rate Aug 8 2008
<i>Step 1</i>	Begin	Begin	\$11.20	\$11.20	-----	-----	-----
<i>Step 2</i>	6 mths	1040 hrs	\$11.70	\$11.70	\$11.70	\$11.70	-----
<i>Step 3</i>	6 mths	1040 hrs	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20
<i>Step 4</i>	6 mths	1040 hrs	\$12.70	\$12.70	\$12.70	\$12.70	\$12.70
<i>Step 5</i>	6 mths	1040 hrs	\$13.20	\$13.20	\$13.20	\$13.20	\$13.20
<i>Step 6</i>	6 mths	1040 hrs	\$13.70	\$13.70	\$13.70	\$13.70	\$13.70
<i>Step 7</i>	6 mths	1040 hrs	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
<i>Step 8</i>	6 mths	1040 hrs	\$14.70	\$14.70	\$14.70	\$14.70	\$14.70
<i>Step 9</i>	6 mths	1040 hrs	\$15.20	\$15.20	\$15.20	\$15.20	\$15.20
<i>Step 10</i>	6 mths	1040 hrs	\$15.70	\$15.70	\$15.70	\$15.70	\$15.70
<i>Step 11</i>	6 mths	1040 hrs	-----	\$16.01	\$16.33	\$16.33	\$16.33
<i>Step 12</i>	6 mths	1040 hrs	-----	-----	-----	\$16.66	\$16.99

1. Upon hiring the Company may award a regular full time or regular part time cable puller an hourly rate corresponding to one of the steps within the above wage schedule.
2. Progression from one step to the next will be automatic every six (6) months for regular full time and every 1040 hours worked for regular part time as per the above wage schedule.

APPENDIX « A »

WAGE SCHEDULE «Cable Puller»

For «Cable Pullers» hired as **temporary**:

	Accumulated Hours of Service	Hourly Rate Before Signing	Hourly Rate Aug 8 2005	Hourly Rate Aug 8 2006	Hourly Rate Aug 8 2007	Hourly Rate Aug 8 2008
<i>Step 1</i>	Begin	\$11.20	\$11.20	-----	-----	-----
<i>Step 2</i>	1040	\$11.70	\$11.70	\$11.70	\$11.70	-----
<i>Step 3</i>	2080	\$12.20	\$12.20	\$12.20	\$12.20	\$12.20
<i>Step 4</i>	3120	\$12.70	\$12.70	\$12.70	\$12.70	\$12.70
<i>Step 5</i>	4160	-----	\$13.20	\$13.45	\$13.45	\$13.45
<i>Step 6</i>	5200	-----	-----	-----	\$13.70	\$14.20

1. Upon hiring the Company may award a temporary employee an hourly rate corresponding to one of the steps within the above wage schedule.
2. Once hired, a temporary cable puller will progress automatically in the wage schedule according to the hours worked.

APPENDIX B - COMMON LOCALITIES AND TEAM TERRITORIES

NPA	COMMON LOCALITY	TEAM TERRITORY
705	North Bay - Sudbury - Espanola	One (1) Team Territory
	Sault Ste-Marie - Elliott Lake	One (1) Team Territory
	Muskoka - Parry Sound (Parry Sound, Huntsville, Bracebridge)	One (1) Team Territory
	Orillia	One (1) Team Territory
	Midland - Collingwood	One (1) Team Territory
	Barrie	One (1) Team Territory
	Peterborough	One (1) Team Territory
	Lindsay - Haliburton	One (1) Team Territory
613	Ottawa Valley (Barry's Bay, Renfrew, Pembroke, Arnprior)	One (1) Team Territory
	Bancroft	One (1) Team Territory
	Belleville	One (1) Team Territory
	Cornwall	One (1) Team Territory
	Brockville	One (1) Team Territory
	Kingston	One (1) Team Territory
	Smith Falls	One (1) Team Territory
	Ottawa Metro	One (1) Team Territory by Operations Manager
519	Windsor (Windsor, Leamington)	One (1) Team Territory
	Chatham	One (1) Team Territory
	Sarnia	One (1) Team Territory
	London	One (1) Team Territory
	Kitchener	One (1) Team Territory
	Guelph	One (1) Team Territory
	Orangeville	One (1) Team Territory
	Owen Sound	One (1) Team Territory
	Stratford	One (1) Team Territory
	Woodstock – Simcoe - Brantford	One (1) Team Territory
416	416 East	One (1) Team Territory by Operations Manager
	416 Core	One (1) Team Territory by Operations Manager
	416 West	One (1) Team Territory by Operations Manager
905	St. Catherines	One (1) Team Territory
	Burlington – Hamilton	One (1) Team Territory by Operations Manager
	Oakville – Mississauga	One (1) Team Territory by Operations Manager
	Brampton	One (1) Team Territory by Operations Manager
	Markham	One (1) Team Territory by Operations Manager
	Oshawa	One (1) Team Territory
	Bradford	One (1) Team Territory

APPENDIX « C »

SERVICE TERRITORIES

<p>705N Sault Ste Marie Elliot Lake Espanola Sudbury North Bay</p>	<p>613N Barrys Bay Pembroke Renfrew Bancroft</p>	<p>519N Owen Sound Kitchener Stratford Guelph Orangeville</p>	<p>905E Cobourg Port Perry Oshawa Markham Bradford</p>
<p>705C Huntsville Parry Sound Bracebridge</p>	<p>613E Smith Falls Ottawa-Metro Hawkesbury Cornwall Brockville</p>	<p>519S Woodstock Brantford Simcoe</p>	<p>905C Brampton Mississauga Oakville</p>
<p>705S Midland Collingwood Barrie Orillia</p>	<p>613S Marmora Belleville Kingston</p>	<p>519W London Windsor Leamington Sarnia Chatham</p>	<p>905W Hamilton St. Catharines</p>
<p>705E Lindsay Peterborough Haliburton</p>			<p>416 Toronto</p>

APPENDIX « D »

ADJACENT SERVICE TERRITORIES :

	705N	705C	705S	705E	613N	613S	613E	905E	905C	905W	519N	519S	519W	416
705N		X			X									
705C	X		X	X	X									
705S		X		X				X	X		X			
705E		X	X		X	X		X						
613N	X	X	X	X		X	X							
613S				X	X		X	X						
613E					X	X								
905E			X	X		X			X		X			X
905C			X					X		X	X	X		X
905W									X		X	X		X
519N			X					X	X	X		X	X	
519S									X	X	X		X	
519W											X	X		
416								X	X	X				

APPENDIX « E »

TRANSFER TERRITORIES (ARTICLE 20)

Sudbury	Renfrew, Barry's Bay, Pembroke	Orangeville
Sault Ste Marie	Bancroft	Owen Sound
Elliot Lake	Kingston	Stratford
Espanola	Brockville	Woodstock, Simcoe, Brantford
North Bay	Cornwall	Toronto – East
Parry Sound	Hawkesbury	Toronto – West
Huntsville	Ottawa	Toronto – Core
Bracebridge	Arnprior	Cobourg
Midland	Smith Falls	Oshawa
Orillia	Leamington	Markham
Collingwood	Windsor	Bradford
Barrie	Chatham	Brampton
Peterborough	Sarnia	Mississauga
Lindsay	London	Oakville
Haliburton	Kitchener,	Hamilton
Belleville, Marmora	Guelph	St. Catharines

MEMORANDUM OF AGREEMENT BETWEEN
ENTOURAGE TECHNOLOGY SOLUTIONS (SUBCO)
AND
THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION OF CANADA

LUMP SUM PAYMENTS

The above parties have agreed as to the following provisions applying to employees covered by the bargaining unit:

- 1) Lump sum payable on the second pay following the date of signing of the collective agreement to regular employees who were on the payroll of the Company on September 30, 2004 and who held a position in the bargaining unit on the date of signature of the collective agreement :

Wage Schedules	Full-Time	Part-Time
Technicians (wage step 10)	\$635	\$615
Cable Pullers (wage step 10)	\$360	\$330

- 2) Lump sum payable on the second pay following the date of signing of the collective agreement to temporary employees who were on the payroll of the Company on September 30, 2004 and who held a position in the bargaining unit on the date of signature of the collective agreement:

Wage Schedules

Technicians (wage step 4)	\$480
Cable Pullers (wage step 4)	\$470

Employees on regulated leave (short- and long-term disability, parental leave, etc.) at the date of payment for any of the above lump sums will receive their lump sum payments upon their return to work.

The provisions of Article 4.02 of the Collective Agreement shall apply to all these lump sum payments.

For Entourage (Subco)

For CEP

Robert Nadon
General Manager, Operations

Sean Howes
National Representative

MEMORANDUM OF AGREEMENT BETWEEN
ENTOURAGE TECHNOLOGY SOLUTIONS (SUBCO)
AND
THE COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION OF CANADA

SIGNING BONUS PAYMENT

The above parties have agreed to the following provisions applying to employees covered by the bargaining unit.

- 1) All employees returning to work at the date required by the Company, as a result of the Return to Work Protocol, will receive a lump sum payment (signing bonus) in the amount of one thousand (\$1000.00) dollars.
- 2) The signing bonus will be payable within fourteen days (14) following the employees return to work.
- 3) The provisions of Article 4.02 of the Collective Agreement shall apply to the lump sum payment.
- 4) The signing bonus will not be taken into account for the purpose of the application of Articles 19.04 and 19.14 of the Collective Agreement.

For Entourage (Subco)

For CEP

Robert Nadon
General Manager, Operations

Sean Howes
National Representative

MEMORANDUM OF AGREEMENT

COLLECTIVE BARGAINING

Whereas the CEP holds two certifications concerning Entourage (Subco) technicians, one for technicians located in Ontario and one for technicians located in Québec;

Whereas the parties wish to promote the uniform application of working conditions within the Company, unless the parties agree otherwise;

Now therefore, the parties agree as follows:

1. At the time of the renewal of the collective agreements for Ontario and Québec, negotiations could take place at the same table, unless decided otherwise, or that the law requires.
2. The resulting collective agreements shall be filed with each province's Ministry of Labour.

For Entourage (Subco)

For CEP

Robert Nadon
General Manager, Operations

Sean Howes
National Representative

MEMORANDUM OF AGREEMENT

JURISDICTION OF WORK

It is understood that the work performed by Entourage Technology Solutions on behalf of Bell Canada at the time of Entourage (Subco)'s creation will henceforth be performed by Entourage (Subco), under similar conditions and in compliance with the terms and conditions set out in the Memorandum of Agreement – Entourage Technology Solutions (ETS) included in Bell Canada's current collective agreement.

For Entourage (Subco)

For CEP

Robert Nadon
General Manager, Operations

Sean Howes
National Representative

MEMORANDUM OF AGREEMENT BETWEEN
ENTOURAGE TECHNOLOGY SOLUTIONS INC (SUBCO)

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF
CANADA

The above parties hereby agree as follows:

Employees with the job title of “cable puller” will cease being utilized to perform work activities associated with the “preded” function.

It is agreed that any cable pullers currently engaged in such work activities will be reassigned within 30 calendar days following ratification of the collective agreement. It is also understood that no employees will have their employment terminated as a result of this change in duties.

For Entourage (Subco)

For CEP

Robert Nadon
General Manager, Operations

Sean Howes
National Representative

LETTERS OF INTENT

The following Letters of Agreement are appended to the present Agreement solely for purposes of information and do not form part of the Collective Agreement.

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LETTER OF INTENT No. 1

August 8, 2005

Mr. Sean Howes
National Representative
C.E.P.

Subject: Work belonging to the bargaining unit

Dear Mr. Howes:

This is to confirm our understanding reached during bargaining for the renewal of our Collective Agreement regarding your concerns about the above-mentioned subject.

Although the Collective Agreement does not include specific limitations on Operations Managers performing work belonging to the bargaining unit, we clearly intend to support the following principles:

1 - All Operations Manager, either permanent or temporary, have many responsibilities and will not be used to replace technicians or cable pullers.

2 - On the other hand, this principle should not prevent a Operations Manager from working with his team members to reinforce their training, getting a better understanding of appropriate work methods, providing support or taking appropriate action during quality control inspection.

Yours truly,

Robert Nadon
General Manager, Operations

LETTER OF INTENT No. 2

August 8, 2005

Mr. Sean Howes
National Representative
C.E.P.

Subject: Training activities

Dear Mr. Howes:

This is to confirm our understanding reached during bargaining for the renewal of our Collective Agreement regarding your concerns about the above-mentioned subject.

Although the Collective Agreement does not include specific rules on how training activities should be dealt with, it is our intention to manage them based on the following principles:

1. All training activities related to skills upgrade and equipment that we use should be scheduled and part of the regular workweek.
2. In all cases, time to and from any training session in excess of (1) one hour each way will be remunerated at the employees regular hourly rate.

Yours truly,

Robert Nadon
General Manager, Operations

LETTER OF INTENT No. 3

August 8, 2005

Mr. Sean Howes
National Representative
C.E.P.

Subject:
Upgrade of status for regular part time and temporary employees

Dear Mr. Howes:

The following letter summarizes discussions held between the Company and the C.E.P. at our recent bargaining meetings.

Both parties agree that ongoing discussion is needed to address the changing business issues which impact the number of Regular Part Time and Temporary technicians and cable pullers employed by the Company.

The Company and the Union will meet a minimum of twice a year to review the current percentage of Part Time and Temporary employees.

The intent of these meetings will be to review current business trends, new ventures and the volume of work over the prior 6 months. These meetings will take place between the Regional Manager, Human Resources Director and C.E.P. National Representative and Bargaining Committee.

Upgrades identified during the course of negotiations for the renewal of the collective agreement will supercede the current transfer list.

Yours truly,

Robert Nadon
General Manager, Operations

LETTER OF INTENT No. 4

August 8, 2005

Mr. Sean Howes
National Representative
C.E.P.

Subject: Training Program

Dear Mr. Howes:

This is to confirm our understanding reached during bargaining for the renewal of our Collective Agreement regarding your concerns on the following subjects:

The Company intends to continue to participate in ongoing educational programs that are offered by Community Colleges and other educational or training organizations. Participants who are involved in these programs will be offered hands-on exposure to the various aspects of the job. The Company also agrees that these trainees will not be used to replace members of the bargaining unit.

Yours truly,

Robert Nadon
General Manager, Operations

LETTER OF INTENT No. 5

August 8, 2005

Mr. Sean Howes
National Representative
C.E.P.

Subject: Technology Premium

The following letter summarizes discussions held between the Company and the CEP at our recent bargaining meetings. The Company intends to introduce a premium that will enable it to remain competitive in a market that is in a state of constant technological evolution. Basic principles are as follows:

- 1) Within three (3) months following the signature of this collective agreement, the parties will meet to jointly define selection of the applicable technologies that will qualify for a premium and determine its value.
- 2) The parties will meet twice a year (June and December) to evaluate the application of the technology premium and ascertain if modifications are required.

The Company will provide the Union with a list of technicians receiving the premium, the respective technologies involved and the amounts distributed.

Yours truly,

Robert Nadon
General Manager, Operations

LETTER OF INTENT No. 6

August 8, 2005

Mr. Sean Howes
National Representative
C.E.P.

SUBJECT: Restructuring of Teams or Team Territories

Dear Mr. Howes:

This letter hereby summarizes the discussions between the Company and the CEP during bargaining for the renewal of the collective agreement.

In cases where the Company creates, abolishes, or merges Teams or Team Territories or, notwithstanding Article 10, where business needs necessitate force reduction within a specific Team or Team Territory as defined in Article 8.05, the following procedures will apply:

- 1) The Company will notify the Union. The Stewards representing the affected Team or Team Territory will be consulted to identify possible solutions to minimize the impact on employees.
- 2) The Company will establish the required number of employees to be added or subtracted per Team or Team Territory, by status (regular full-time, regular part-time) and job requirements.
- 3) Employees will have the opportunity to identify the Team they would like to be assigned to.
- 4) Should the parties be unable to reach an agreement within ten (10) working days, employees will be assigned between Teams or Team Territories in reverse order of seniority, taking job requirements into consideration.
- 5) Should the parties be unable to reach an agreement within ten (10) working days, employees will be assigned between Teams or Team Territories in reverse order of seniority, taking job requirements into consideration.

/cont'd...

- 6) If there are not enough volunteer employees to meet Company needs for each Team, the Company will assign employees in reverse order of seniority to the Teams of its choice, taking qualifications into consideration.

Lastly, it is agreed that the parties will meet as required to attempt to find solutions to any problems that may be encountered in the application of this letter

Yours truly,

Robert Nadon
General Manager, Operations

LETTER OF INTENT No. 7

Sean Howes
National Representative
Ontario Region C.E.P.

Subject: Miscellaneous

Dear Mr. Howes:

This is to confirm our understanding reached during bargaining for the renewal of our Collective Agreement regarding your concerns on the following subjects.

Although the Collective Agreement does not include specific limitations on these subjects, we clearly intend to support or implement the following principles :

- 1) Advance for daily allowance : Whenever an employee is transferred as per 21.01a) the Company shall make every possible effort to provide the employee with an advance prior to his departure.
- 2) Benefit plan for temporaries : It is the Companies intention to offer a benefit plan for temporary employees. Temporary employees will bear 100% of the costs.
- 3) Reimbursement for work related expenses : All employees are responsible to claim their reimbursable work related expenses by filling out the appropriate form and having it approved by their Operations Manager. The Company shall make every possible effort to process the approved form through the payroll system within the shortest delay possible.
- 4) Communication of vacant positions : Employment opportunities are currently distributed by various means (e-mail, fax, etc) to employees. In addition, employment opportunities are also posted on the Company's web site. Employees may submit a resume for positions they are interested in and will be considered for acceptance based on their skills and qualifications. Seniority will be taken into consideration however, this may not be the deciding factor in all cases. The Union agrees that no grievance can be filed on this subject.

/cont'd)...

- 5) Leave of absence: The Company will maintain the existing policy which stipulates the conditions in which a leave of absence will be approved.
- 6) Educational assistance: The Company will maintain the existing policy covering educational assistance. It is understood that the Company has the right to modify it as it deems necessary.

Yours truly,

Robert Nadon
General Manager, Operations

LETTER OF INTENT # 8

Sean Howes
National Representative
Ontario Region, CEP

SUBJECT: 90/10 Seasonal Leave with Income Averaging

Dear Mr. Howes:

This is to confirm the agreement reached during bargaining for the renewal of the collective agreement.

Provided that the employee agrees to take a maximum of one week of vacation during the period of June through September, a 90/10 seasonal leave with income averaging will be offered to regular full-time employees subject to mutual agreement between the Operations Manager and employee. The period of time not worked will be 5 weeks and 1 day and may be taken in one or two blocks of time during the period of October through April and within the one-year income averaging period, subject to the needs of the business. The one-year income averaging period must begin sometime during the duration of the collective agreement.

The normal Company practices associated with seasonal leave will be applicable. Service credits will be granted for the entire leave.

Yours truly,

Robert Nadon
General Manager, Operations

LETTER OF INTENT # 9

Sean Howes
National Representative
Ontario Region CEP

SUBJECT: Benefit programs

Dear Mr. Howes:

We hereby confirm our negotiated agreement regarding the benefit programs.

It has been agreed that the Company will proceed with a review of the administrative provisions with a view to simplifying procedure, implementing a single provider and reducing processing time. The new supplier must be implemented by September 1, 2005.

The provisions for implementation will be reviewed with the Union before they are applied.

The Company commits that the above changes shall not reduce the aggregate level of benefits available to employees covered by the Collective Agreement. The level of co-payment will be adjusted so as to reflect a 70% employer and 30% employee contribution, at implementation time.

Sincerely yours,

Robert Nadon
General Manager

CONTACT LIST		
Local Steward :	Office :	
	Pager :	
	Home :	
Operations Manager	Office :	
	Pager :	
	Home :	
INSURANCE		
THE PERSONAL (home and car insurance)	Everywhere in Canada	1.888.277.6481
SUNLIFE INSURANCE		
Medical		
Dental	<u>Service center (*)</u>	<i>Have your policy and certificate numbers ready</i>
Short Term Disability		
Long Term Disability	English or French	1.800.361.6212
Life Insurance (*)		
Accidental death or dismemberment (*)		
(*contact Human Resources)		
SUNLIFE INSURANCE		
Travel insurance and assistance	Canada/U.S.A.	1.800.511.4610
* <i>Have your policy, certificate and Provincial Health care numbers ready</i>	Mexico	001.800.368.7878
	Everywhere else in the World (reversed charges)	(*) 202-296-7493
WARREN SHEPELL		
Employee Assistance Program	English	1.800.387.4765
	French	1.800.361.5676
REER		
FIRST ONTARIO FUND	Toronto area	800.366.1135
	Toll free	800.487.1345
SUNLIFE RRSP	Toll free	800.619.1101
OTHER BENEFIT CONTACTS		
COMTECH CREDIT UNION	Toronto area	416.598.1197
CREDIT UNION	Toll free	800.209.7444
	Ottawa only	888.313.0008
HUMAN RESOURCES		1-888-542-3977, Option 3 905.542.8019