

Collective Agreement

Between

Bell Canada

- and -

TEAM

February 20, 2019 - February 19, 2022

TABLE OF CONTENTS

GENERAL SECTION	PAGE
Article 1 Recognition and Scope.....	1
Article 2 Duration of Agreement.....	1
Article 3 Union Dues	1
Article 4 Respect in the Workplace.....	2
Article 5 Grievances.....	2
Article 6 Arbitration	3
Article 7 Definitions	4
Article 8 Postings, Promotions, Lateral Transfers and Demotions	5
Article 9 Acting Appointments.....	7
Article 10 Technological Change	9
Article 11 Birth and Adoption Leave	10
Article 12 Leave of Absence	11
Article 13 Sick Leave Benefits	12
Article 14 Scheduled Increments.....	14
Article 15 Resignation, Dismissal and Disciplinary Action.....	15
Article 16 Paydays	15
Article 17 Schedule of Wages.....	16
Article 18 Corporation Rights.....	16
Article 19 Hours of Work.....	16
Article 20 Shift Employees and Differentials.....	17
Article 21 Overtime	17
Article 22 Vacations	19
Article 23 Company Holidays.....	22
Article 24 Duty Manager	23
Article 25 Travelling Reimbursement.....	23
Article 26 Health and Safety	24
Article 27 Layoff	24
Article 28 Personal Leave Days.....	27
LETTERS OF UNDERSTANDING	
Banking of Vacation/Vacation Overtime Credits	28
Banked Vacation Days.....	29
Transition to the Bell Vacation Year.....	30
Benefit Status during Recall.....	31
Northern Retention Premium	32
Variable Performance Pay Salary Groups 306, 307 & 308	33
Variable Performance Pay Salary Groups 301, 302, 303, 304 & 305	34
Retroactive Payment of Wages	35
Sales Bonus/Commission Plans	36
Net Credited Service (NCS).....	37
Voluntary Retirement Termination Incentive Program (VRTIP).....	38
Self-Identification/Voluntary Departure	40
Contracting-In	41
Labour Management Committee	43
Outsourcing	44
IT Progression Opportunities	45
APPENDICES	
Appendix A - Exempt Management Positions.....	46
2019 Salary Schedules	
2020 Salary Schedules	
2021 Salary Schedules	

ARTICLE 1 - RECOGNITION AND SCOPE

1.01 Bell Canada recognizes the Union as the sole and exclusive Collective Bargaining Agent for all employees of Bell Canada as follows:

All employees of Bell Canada normally resident in Manitoba excluding those employees covered by Board certification orders 555-3860 (CEP, now Unifor) and 555-3948 (IBEW), graduate engineers employed by Bell Canada who are members of or who are eligible to be members of an association of professional engineers and who occupy positions within Bell Canada, requiring such membership or eligibility for membership in order to perform the tasks required in positions, and those Bell Canada employees occupying the positions listed in Appendix A.

1.02 The Company will advise the Union of the name and telephone number of all newly hired and re-hired bargaining unit employees upon their engagement.

The Company agrees that the TEAM Executive Director or designated TEAM Staff Representative shall be provided a maximum of 15 minutes to meet with new employees entering the TEAM bargaining unit during their first six months of employment in the bargaining unit.

It is understood and agreed that the purpose of such a meeting shall be for the Executive Director or designated TEAM Staff Representative to introduce himself/herself and provide the employee(s) with a copy of the collective agreement and other relevant information. All arrangements for this purpose shall be made through the **Consultant Human Resources**.

ARTICLE 2 - DURATION OF AGREEMENT

2.01 Except for the payment of wages and overtime, which shall be paid as set out in the Wage Schedules hereto annexed, this Agreement shall become effective on the first day of the bi-weekly pay period immediately following the date it is executed and shall continue in full force and in effect up to and including **February 19, 2022**.

2.02 Unless terminated upon a ninety (90) day written notice given by either party, to the other, prior to the expiry of the said term, this Agreement shall continue in full force and effect thereafter, until terminated at any time by ninety (90) days written notice.

2.03 Either party may give written notice to the other party within the period of four (4) months prior to the expiration of this Collective Agreement to commence collective bargaining for the purpose of renewing or revising this Collective Agreement.

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

2.05 During the term or prior to the termination of this Agreement, the parties shall, at the request of either party, meet at least once every two (2) months for the purpose of discussing issues relating to the workplace which affect the parties hereto or any employee bound hereby.

ARTICLE 3 - UNION DUES

3.01 In accordance with Section 70, Part 1 of the Canada Labour Code, the Company agrees to deduct from the salary of individuals covered by this Agreement, whether or not the individual is a member of the Union, an amount of the regular bi-weekly Union dues and remit the amount to the Union forthwith.

3.02 The Union shall indemnify and save harmless the Company, from any losses, damages, costs, liabilities or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

ARTICLE 4 – RESPECT IN THE WORKPLACE

- 4.01 The Company will not discriminate against any employee because of membership or participation in the Union.
- The Company and the Union agree that they will not discriminate against any employee by reason of that employee's Union membership, race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted.
- The parties further agree that all employees have the right to be free from all forms of harassment in the workplace.
- 4.02 Both the Company and the Union agree to the principle of Employment Equity and agree, as required, to provide representation to the Employment Equity Committee.

ARTICLE 5 - GRIEVANCES

- 5.01 A "grievance" shall mean any difference relating to the meaning, application, or alleged violation of this Agreement.
- 5.02 When a grievance is submitted in writing, it shall be on a standard grievance form agreed to by both parties and to be supplied by the Union.
- 5.03 "Day" for the purpose of this Article shall mean any day that is not a Saturday, Sunday or a Company Holiday recognized by this Agreement.
- 5.04.1 In the event an employee chooses to grieve on a discharge, suspension or promotion, he/she must file his/her grievance within five (5) working days of receipt of a notice on the discharge, suspension or promotion. In such cases the grievance procedure will commence at Step 2.
- .2 For grievances pertaining to other matters, the grievance must be filed within twenty (20) working days from the time the employee has been made aware of the alleged violation.
- 5.05 **STEP 1** – A grievance shall be discussed with the immediate Manager by the grievor or the grievor accompanied by the Union Representative. The immediate Manager shall have ten (10) working days from the date of this discussion in which to render an oral decision.
- 5.06 **STEP 2** – The grievance shall be submitted in writing by the Union Representative to the applicable **Consultant Human Resources** within ten (10) working days of the disposition of the matter at Step 1. The Company shall within ten (10) working days, convene a meeting with the Union and render a signed and dated, written decision.
- 5.07 **STEP 3** – If a satisfactory settlement is not obtained under the previous step, then the grievance may be submitted to the **Senior Consultant Labour Relations** within fifteen (15) working days of the disposition of the matter at Step 2. The **Senior Consultant Labour Relations** and the respective Director or designates shall, within fifteen (15) working days, convene a meeting with the Union and render a signed and dated, written decision.
- 5.08 Grievances filed in relation to the selection of employees on job postings shall commence at Step 2 and shall be filed with the applicable **Consultant Human Resources**.
- The grievance meeting will be held in the location where the grievance originated.
- 5.09 Company responses at Step 1 to Step 3 will be given or sent to the employee or the Union Representative who initiated the Step.
- 5.10 Time limits specified in Steps 1 through 3 may be extended at any time by mutual agreement in writing.
- 5.11 Grievance meetings held in relation to Step 1 and Step 2 of this procedure will be held in the location where the grievance originated. Step 3 meetings will normally be held in Winnipeg, unless circumstances concerning the cause of the grievance necessitate this meeting to be held in a regional location.

- 5.12** The Union may designate up to three representatives to attend Step 2 and Step 3 grievance meetings.
- 5.13** The Company shall pay for wages during the grievance meeting and wages for time spent travelling in-town between Company buildings to attend grievance meetings.
- The Union shall be responsible for:
- (1)** all Union transportation expenses;
 - (2)** Union out of town travel time;
 - (3)** all other expenses for Union Representatives attending grievance meetings.
- This shall be applicable to all steps of the grievance procedure.
- The Union Representative(s) will be allowed to process grievances on Company time to the extent outlined in this Article.
- 5.14** The grievor may, at his/her own request, or shall, at the request of the Company, attend at Step 2 or 3 of the grievance procedure.
- 5.15** Either party, without stoppage of work and after exhausting the grievance procedure established by this Agreement, may notify the other party in writing of its desire to submit the alleged violation or difference to arbitration.

Policy Grievance

- 5.16** Any difference arising between the Company and the Union relating to the meaning, application, or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable may be dealt with as a policy grievance commencing at Step 3. However, by mutual agreement, a policy grievance may commence at Step 2. Whenever a difference arises between the Union and the Company, there shall be no stoppage of work, but the parties shall confer in an effort to settle the differences.
- 5.17** If the Company has a grievance against the Union, the grievance may be submitted in writing by the Director Labour Relations to the Executive Director of the Union. A Step 3 meeting will be held within ten (10) working days following the receipt of the grievance. The Union shall render a written decision within ten (10) working days of such a discussion.

ARTICLE 6 - ARBITRATION

- 6.01** Unless the provisions of Article 5 have been complied with, a grievance shall not proceed to Arbitration.
- 6.02** A grievance shall proceed to Arbitration if either party makes service upon the other of written notice within ten (10) working days of the decision being rendered from the Step 3 grievance meeting.
- 6.03** The parties shall appoint a single Arbitrator within seven (7) working days of notice being provided as in Article 6.02. If the parties are unable to agree on a single Arbitrator within fourteen (14) working days of the service aforesaid, they shall request the Federal Minister of Labour to appoint an Arbitrator. The fourteen (14) working day timeframe to select an Arbitrator may be extended by mutual agreement.
- 6.04** The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, and in reaching a decision, shall be bound by the terms and provisions contained herein.
- 6.05** The Arbitrator may, before the hearing, require the representative of the parties to attend a preliminary hearing to define the issue(s) to be arbitrated and to establish the procedure to be followed at the hearing.
- 6.06** The Arbitrator shall hold the hearing and issue the award as promptly as possible.
- 6.07** The decision of the Arbitrator shall be final and binding on the parties.

6.08 Where the grievor has been terminated or laid off, or has received a suspension without pay for more than thirty (30) days, the Union may use the following process:

- a) Within seven (7) working days of notice being provided under Article 6.02, one of the following Arbitrators will be appointed: Diane Jones, Colin Robinson, **Michael Werier**.
- b) Within fourteen (14) days of the Arbitrator being appointed under Article 6.08(a), the Union shall notify the Arbitrator of his or her appointment and request a conference call with the parties or their representatives to schedule the arbitration hearing.
- c) The Arbitrator appointed under Article 6.08(a) shall complete the hearing and hand down the award within one hundred and twenty (120) days of the day he or she was contacted under 6.08(b), provided the time limits in Article 5, Article 6.02 and Article 6.08(a) and (b) have been complied with.

The one hundred and twenty (120) day time limit the Arbitrator has to complete the hearing and hand down the award may be extended with the mutual consent of the Union and the Company.

6.09 Each party shall pay one-half the fees and expenses of the Arbitrator.

ARTICLE 7 – DEFINITIONS

7.01 **Regular Full Time Employee** – is an employee who works the basic weekly hours of work and whose employment is expected to continue indefinitely.

7.02 **Regular Part Time Employee** – is an employee who is required to work more than half the basic hours of work as set by the Company on a predetermined, regular, recurring basis, whose hours are not directly affected by daily or weekly service requirements or work load, and whose employment is expected to continue indefinitely. These employees are entitled to receive the same or pro-rated benefits of a Regular Full Time employee.

7.03 **Term Employee** – is an employee who works the basic weekly hours of work and who has been:

- (1) Engaged to fill an existing or temporary vacancy in the regular staff; or
- (2) Engaged for seasonal work; or
- (3) Engaged normally for a limited period, with the definite understanding his/her employment is to terminate at the end of the period.

NOTE 1: Term employment may be terminated at any time due to a reduction of workload or completion of a project.

NOTE 2: Term employees will be given the opportunity to apply for regular employment, provided a vacancy exists within the classifications covered by this Agreement and provided he/she meets the qualification requirements of the vacancy.

7.04 **Probationary Employee** - is an employee engaged by the Company for a period of six (6) months to determine his/her suitability for engagement as a Regular Full Time or Regular Part Time employee. This period may only be extended by mutual agreement between the Company and the Union. Where a period of probation in excess of six (6) months has been established, the employee shall be notified of the length of probation.

7.05 **Student Employee** – is an employee who is enrolled in a college or university who may work during the summer months and/or academic year and may work less than the basic weekly hours of work.

7.06 The Net Credited Service Date is:

- (1) for an employee hired directly into the TEAM bargaining unit, the most recent date of hire, adjusted for the number of days, months, or years of deductible absences, if any, in accordance with this Article 7.06.**
- (2) for an employee not hired directly into TEAM, the employee's net credited service date under the collective agreement which applied to the employee immediately before the employee's move into TEAM, adjusted for the number of days, months, or years of deductible absences occurring after the move into TEAM, if any, in accordance with this Article 7.06.**
- (3) Net Credited Service will not change for the following reasons:**
 - a. Sick Leave (paid or unpaid);**
 - b. Maternity, Paternity or Parental Leave (paid or unpaid);**
 - c. Union Leave;**
 - d. Layoff up to and including one hundred and eighty (180) days;**
 - e. For each occurrence of an authorized Leave of Absence, up to and including thirty (30) days;**
 - f. Company-initiated Leave of Absence;**
 - g. Military Leave or for National Defense purposes.**
- (4) The Net Credited Service Date may be revised to reflect periods of accumulated service (bridged) as per Corporate Policy 204.07 in force at the time of the signing of this Agreement.**

7.07 Headquarters – the city, town, or village where an employee is regularly assigned to work.

ARTICLE 8 - POSTINGS, PROMOTIONS, LATERAL TRANSFERS AND DEMOTIONS

8.01 Where a position within the Company, covered by this Agreement becomes vacant, and the Company determines that it should be filled, such vacancy shall be filled by one of the following options:

Lateral Transfers

8.02 The Company may laterally transfer employees. A lateral transfer means a transfer to a position within the same salary group. The Company may elect to laterally transfer an employee for reasons such as business requirements, accommodation, to enable employees to gain experience in a different position or in response to an employee's lateral transfer request. A forced permanent transfer between headquarters may constitute a termination of employment at the discretion of the employee, entitling the employee to severance in accordance with Article 27.07.

8.03 An employee requesting to be considered for lateral transfer or transfer to a lower rated position shall submit his/her request electronically via the Lateral Transfer Request Form and shall attach a current resume. A copy of the request will be sent to Human Resources, the immediate Manager and TEAM. All requests will be acknowledged in writing. All requests shall remain on file for a period of twelve (12) months unless renewed by the applicable employees prior to the expiry of a twelve (12) month time frame.

8.04 The Union shall receive written notice of positions filled through lateral transfers. In the event the Company does not laterally transfer an employee to fill a vacant position, such vacant positions shall be posted.

Job Postings

8.05 When the Company elects to fill a vacant position covered by this Agreement through the job posting process, the Company shall:

- (a) Post internally: if no qualified applicants arise from an internal posting then advertise externally; or,
- (b) Upon consultation with the Union, simultaneously post internally and advertise externally. Wherever possible, the Company will consult with the Union five (5) calendar days in advance of the external advertisement; and,
- (c) In the event there are no qualified applicants for a posted position vacancy, the Company shall be at liberty to fill the vacancy in any manner it considers best.

A copy of the posting shall be sent to the Union office.

Note: Employees who have been selected for an interview shall be interviewed prior to external candidates.

8.06 As part of the Company's annual initiative to recruit university and college graduates, the Company shall first post the Salary Group 302 rated Associate positions internally a minimum of once per calendar year. Internal applicants shall be selected consistent with Article 8 of the Collective Agreement.

Should the requirement not be filled internally, the Company shall be at liberty to fill the remaining vacancies throughout the calendar year in any manner it considers best.

Promotions

8.07 Except where otherwise discussed and agreed between the Union and the Company, no employee shall be promoted to a position within a higher salary group covered by this Agreement without being selected through the posting process.

8.08 Postings, which shall be advertised electronically throughout the Company, will contain the following information: location of position and department, Manager's title, duties and qualifications, salary classification, closing date and hours of work if non-standard. Closing date for the acceptance of applications with the Company shall be ten (10) working days from the date of posting.

8.09 Applicants for a posting that are not granted an interview shall be advised in writing by the Selection Committee Chairperson upon completion of the pre-screening process. Pre-screened applicants may contact the Chairperson of the Selection Committee for debriefing which will occur within a reasonable period of time.

Applicants who were interviewed shall receive written confirmation of the successful applicant. Any candidate having concerns regarding his/her final outcome in a competition may contact the Chairperson of the Selection Committee for debriefing which will occur within a reasonable period of time. The Union shall receive written confirmation of the successful internal or external candidate to all posted vacancies.

8.10 A decision shall normally be reached within sixty (60) calendar days after the closing date of the posting. If the selection of the successful candidate cannot be made within that period, the Company shall advise applicants of the date on which a decision is expected. However, should the delay occur subsequent to the completion of the pre-screening process, only those applicants granted an interview shall be so advised.

8.11 Should a vacancy occur for a position which has been previously posted within the last eight (8) months, the Company may appoint the second choice candidate from the selection process for that previous vacancy. In the event the second person is unavailable, the Company may, at its option, appoint the subsequent qualified candidate(s) on the list, or re-post the position.

8.12 Successful candidates chosen to fill a posted position will be paid the appropriate rate of pay for the new position to which he/she has been appointed, two (2) weeks after the official notification of appointment has been communicated to the employee, regardless of when such employee actually commences employment in the new position.

8.13 Where an employee is promoted to a position within a higher salary group, that employee shall receive the salary in the new salary group which represents a minimum increase of at least four percent (4%) over the salary which he/she received prior to the promotion.

8.14 In some instances, the Company may promote a person to a position where the person has less than adequate qualifications required to carry out all of the duties and functions of the position. In such cases, the Company may pay the person four percent (4%) below the minimum for the position for a period of up to one (1) year. This rate is subject to review by the Company until he/she attains the necessary skill to fulfill the duties and functions of the position, or he/she is removed from the position.

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

8.16 The Company is responsible for transportation and moving expenses as per Corporate Policy 202.11 as follows:

- (a) When an employee is selected through the posting process either on a promotional basis or a lateral transfer to a different job within the same salary group.
- (b) When the Company initiates a lateral transfer.
- (c) When the Company approves an employee-initiated lateral transfer to a different job.
- (d) When the Company approves an employee-initiated lateral transfer from Northern Region, to a position south of the 53rd parallel, provided that the employee has completed five (5) years of service in the Region. Such approval shall not be unreasonably withheld under these circumstances.

The Company shall not be responsible for transportation and moving expenses as follows:

- (a) When an employee initiates a lateral transfer to the same job in a new location by a written request or through the posting process.
- (b) When an employee initiates a demotion to a new location by a written request or through the posting process.

Demotions

8.17 Where justified or for compassionate reasons, the Company may fill vacant positions by transferring an employee to a lower salary group.

ARTICLE 9 - ACTING APPOINTMENTS

9.01 For the purposes of this Article,

"Acting Appointments" shall mean the **temporary** assignment of employees to any Existing Vacancy, Temporary Vacancy or **Permanent Vacancy**.

"Existing Vacancy" shall mean a vacancy in an existing position **caused by the departure of the incumbent from the position on a basis that is expected not to be permanent, including** for reasons such as **Acting Appointment**, sick leave, vacation relief, workers compensation or leave of absence.

"Permanent Vacancy" shall mean a vacancy in an existing position caused by the departure of the incumbent from the position on a basis that is expected to be permanent, including for reasons such as resignation, retirement, or obtaining another permanent position within the Company.

"Temporary Vacancy" shall mean a newly created position of a non-permanent nature for reasons such as a special project or assignment.

- 9.01.1** The Company and the Union acknowledge that newly created positions which are permanent in nature cannot be filled using Acting Appointments. However, such vacancies may be filled by interim appointment, not to exceed ninety calendar days without agreement between the parties, prior to and during the Article 8 posting process for the position. Without prior agreement between the parties, the Company shall post the newly created position within ten business days of the start of the interim assignment to the newly created position. The Company will provide TEAM bi-weekly reporting of interim appointments.
- 9.02** The decision as to whether an Existing, Temporary or Permanent vacancy should be filled will be at the discretion of the Company.
- 9.02.1** The Company shall have up to nine months to decide whether to fill a Permanent Vacancy. During this nine month review period, the Company may fill the position by way of Acting Appointment. At or before the end of the review period, the Company shall either: (a) advise TEAM that the Permanent Vacancy will not be filled permanently; or, if the Company advises TEAM that the Permanent Vacancy will be filled on an permanent basis, either: (b) laterally transfer a TEAM member into the Permanent Vacancy in accordance with Article 8.02 within an additional three months less a day of the expiry of the nine month review period; or (c) post the Permanent Vacancy in accordance with Article 8.05 within ten business days after the expiry of the nine month review period. If the Permanent Vacancy is posted, the Acting Appointment caused by the Permanent Vacancy may continue for a period of time not exceeding 12 months less a day from the date that it commenced, or a longer period of time agreed between the parties. If the Permanent Vacancy is not being filled permanently, or is being filled by lateral transfer, the Acting Appointment may continue to a maximum of 12 months less a day from the date that it commenced.
- 9.02.2** If an Existing Vacancy filled by an Acting Appointment becomes a Permanent Vacancy, the commencement date of the Acting Appointment does not change and no later than 12 months less a day from the commencement of the Acting Appointment, the Company shall rotate another qualified employee into the Acting Appointment (should there be no qualified employees willing to accept a rotation, the existing Acting Appointment may remain in place) or discontinue the Acting Appointment. An Acting Appointment Rotation Request is not required for rotation into an Acting Appointment caused by a Permanent Vacancy.
- 9.03** Notwithstanding Article 8.07, vacancies resulting from operational reasons such as sick leave, vacation relief, Workers Compensation, LOA, special project, etc., may be filled temporarily by promotion.
- 9.04** The Company will provide an electronic bi-weekly report to TEAM listing all Acting Appointments, along with the relevant information including the name of the employee, employee status and position.
- 9.05** The Company is responsible for all transfer transportation expenses, including board and lodging as per Corporate Policy 202.11, for Temporary Appointments.
- 9.06** Where there is a reasonable expectation that an Acting Appointment **assigned as a result of an Existing Vacancy or a Temporary Vacancy** will be for a duration of 12 months or longer, it will be posted on a Company wide basis pursuant to the job posting process as set out in this Agreement. The position may be filled by appointment on an interim basis until the posting process is complete.

9.07 Where an Acting Appointment **assigned as a result of an Existing Vacancy or a Temporary Vacancy** which was not posted at the commencement of the assignment extends beyond 12 months, the Company shall rotate qualified employees through the assignment every 12 months in order to give a greater number of employees developmental opportunities for Acting Appointments except in the case of project related assignments or where the parties agree to an extension. An employee interested in being considered for a rotation into one of these Acting Appointments shall submit his/her request electronically via an Acting Appointment Rotation Request form and shall attach a current resume. A copy of such request shall be sent to Human Resources and the immediate Manager. All requests will be acknowledged. Should there be no requests for rotation on file from a qualified candidate the existing Acting Appointment shall remain in place.

9.08 Temporary Vacancies shall not exceed 24 months except by mutual agreement between the parties. The Company agrees to advise the Union in writing, if an extension is necessary and provide reasons for the extension.

9.09 Pay Treatment - Acting Appointments

An employee in an Acting Appointment shall receive the following pay treatment:

Employees in TEAM's Jurisdiction

When an employee in TEAM's jurisdiction is placed in an Acting Appointment in a position in a higher salary group, that employee shall receive the salary in the new salary group which represents a minimum increase of at least four percent (4%) over the salary which he/she received prior to the appointment.

If the employee is at the maximum of his/her present salary group prior to the appointment, a new increment date shall be established from the date the acting appointment commenced. If the employee is on progression in his/her current salary group, he/she shall maintain his/her current increment date.

Employees Outside TEAM's Jurisdiction

An employee from outside TEAM's jurisdiction placed in an Acting Appointment shall receive the salary in the new salary group which represents a minimum increase of at least four percent (4%) over their hourly wage in their previous jurisdiction and shall commence working the hours of work in TEAM's jurisdiction. A new increment date for the Management position shall be established from the date the acting appointment commenced.

Under no circumstances shall an employee receive more than the maximum salary of the applicable salary group.

9.10 Acting pay will become effective from the first day of the acting appointment.

9.11 Upon expiry of the acting appointment, the employee will return to his/her former position or equivalent position and rate of pay.

ARTICLE 10 - TECHNOLOGICAL CHANGE

10.01 The Company and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public.

10.02 For the purposes of this Article, technological change means:

- (1)** the introduction of equipment or material of a different nature or kind than that previously used; and,

- (2) a change in the manner in which the work is carried on that is directly related to the introduction of that equipment or material, which is likely to affect the terms and conditions of work or the security of employment of a significant number of regular employees.
- 10.03** Where the Company proposes to effect a technological change, it shall give the Union preferably at least nine (9) months but not less than one hundred and twenty (120) days prior written notice of the change.
- Such notice shall include the following:
- (1) the nature of the change;
 - (2) the date on which the Company proposes to effect the change;
 - (3) the approximate number and type of employees and location likely to be affected by the change; and,
 - (4) the effects the change may be expected to have on the terms and conditions or the security of employment of regular employees covered by the Collective Agreement.
- 10.04** If so advised, the Union and the Company will meet to resolve, where possible, the re-assignment, re-location, transfer, reclassification or retraining as may be required to assist employees in their continued employment. The Company shall make all reasonable effort to ensure that no present regular employee, who is covered by this Agreement, shall lose his/her employment as a result of the introduction of a technological change.
- 10.05** Any employee requiring retraining to work with the new technology will receive whatever training is necessary on Company time at Company expense.
- 10.06** Training (not to exceed training that would normally be given to a new employee) will be provided on Company time at Company expense to qualify an employee displaced due to technological change to allow him/her to qualify for vacant positions within the bargaining unit.

ARTICLE 11 – BIRTH AND ADOPTION LEAVE

- 11.01** An employee shall receive Maternity, Parental or Adoption Leave without pay under the conditions of eligibility in accordance with the Canada Labour Code.
- 11.02** 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 top-up enhancement allowance under the Supplemental Allowance Plan in accordance with the Company practices currently in effect or as amended from time to time.
- 11.03** The Company will notify the Union prior to amending any of its Company practices with respect to Maternity, Parental or Adoption Leave as referenced in Article 11.02.

Child Birth Leave

- 11.04.1** An employee will be granted up to a maximum of two (2) days leave with pay, to attend to needs directly related to the birth of the child. Such leave may be granted within the two (2) week period prior or two (2) week period following the birth of the child.
- .2** In a situation where, because of the death of the mother, the child's other parent leaves work to become the primary care giver for the child or the mother becomes incapacitated to the extent that she cannot care for the child, the employee shall be eligible for Maternity benefits as herein described.
- 11.05** Employees who have taken Maternity Leave and/or Parental Leave, since their last break in service, shall be eligible to receive service credit for this leave upon written request to their

Human Resources Consultant. This request must include start date or re-engagement date, and the date(s) of Maternity and/or Parental Leave.

Notice of Employment Opportunities

11.06 If you would like to be notified of new Bell MTS postings while you are on leave, please send an email to bellcareertransition@bell.ca that includes your full name, employee PEIN, and personal email address. You will be provided instructions to access CareerZone without requiring corporate network access and you can then create a job alert in order to be notified of new internal postings.

Upon written request to their immediate manager, an employee is entitled to receive notification of training opportunities that arise during their leave which are required and related to their immediate work group.

ARTICLE 12 - LEAVE OF ABSENCE

12.01 Application for Leave of Absence shall be made by the employee in writing, except in cases of emergency when the application may be made orally, as outlined in Corporate Policy 209.11.

A Leave of Absence may be granted to the employee upon such terms and conditions as are acceptable to the Company and will not be unreasonably withheld.

12.02.1 Union Leave of Absence without pay but with maintenance of service rights may be granted to any designated employee for the conducting of Union business for a period not in excess of two (2) weeks at any one time. Written notice shall be given by the employee to the immediate Manager as soon as the employee becomes aware of the need for the leave, but with no less than a minimum of five (5) working days. Each Leave of Absence will be subject to service requirements as determined by the employee's Manager and will not be unreasonably withheld.

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

12.03 Union Leave of Absence without pay but with maintenance of service rights may be granted to any designated employee for the conducting of Union business for a period not in excess of one (1) year, with one (1) months written notice to be provided by the employee to their immediate Manager. This Leave of Absence will be subject to approval by the Company. The employee will have the right at any time, upon one (1) months' notice, to return to the Company's employ to the same, or similar work, in which he/she was engaged immediately prior to the time of obtaining such Leave of Absence. Such employee shall also have the right to continue participating in the MTS Pension Plan in accordance with the Plan.

12.04 Bereavement Leave

The following information regarding the Company's Policy on Bereavement Leave is strictly for reference purposes only and it is expressly understood and acknowledged by the Union that its contents do not form part of this Collective Agreement. This notwithstanding, it is recognized that individual employee concerns flowing from the application of the Bereavement Leave Policy must be resolved without delay. To this end, the Company is committed to addressing all such issues in a timely fashion with the intent to resolve all such issues expeditiously.

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

- the employee's spouse or common law partner;
- the employee's father and mother and the employee's spouse or common law partner of the father or mother;
- the employee's children and the children of the employee's spouse or common law partner;
- the employee's grandchildren;

- the employee's brothers and sisters, brothers in law and sisters in law;
- the grandfather and grandmother of the employee;
- the father and mother of the spouse or common law partner of the employee and the spouse or common law partner of the father or mother, and;
- any relative of the employee who resided permanently with the employee or with whom the employee permanently resided.

Common law partner is defined as a person who is cohabitating with the individual in a conjugal relationship, having so cohabitated for a period of at least one year.

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

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

Compassionate Care and Critical Illness Leaves

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

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

ARTICLE 13 - SICK LEAVE BENEFITS

13.01 An employee who has been absent on account of sickness disability, as outlined in Corporate Policy 209.05, will normally be paid sick leave benefits for authorized absences incurred from and after the end of the first three (3) months of service in accordance with his/her available sick leave credits. If requested by his/her Manager, the employee must submit to the **Disability Management Group** a Physician's Certificate of Disability for Duty (Form 1109) completed by his/her doctor for any period of absence.

13.02 The following table shows, in the right hand column, the maximum number of days absence due to sickness for which the Company will, subject to the provisions of this Article, pay full wages to an employee in the year of his/her net credited service which is shown in the left hand column, after first deducting any previous days for which he/she has received sick leave benefits from the Company:

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

NOTE: The "Accumulation" will be calculated as of the first day of the period for which the sick credits are to be granted, e.g., 1st day of the 4th year - 12 days full pay – Total – 45 days full pay.

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

13.03 Paid sick leave granted to an employee during his/her period of service with the Company will be charged against and deducted from his/her accumulated credits.

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

Every year thereafter on the anniversary of his/her Net Credited Service date, providing there was no paid sick leave, the employee would accumulate credits up to twenty-two (22) days for each year of service, but not to exceed the maximum of one hundred and seventy-six (176) days as above provided.

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

13.05 An employee shall be given full sick leave credit information through his/her normal managerial channels. An employee can access full sick leave credit information by accessing Employee Self Serve (ESS).

13.06 When an employee expects to be or is absent from work for any reason, he/she is expected to notify his/her Manager prior to the starting time for his/her tour of duty, indicating the reason for the absence, on:

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

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

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

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

13.08 An employee absent from work due to sickness disability who is on Company authorized sick absence, whether paid or unpaid, shall retain service rights upon return to employment, provided such employee is in physically fit condition to resume his/her former duties.

13.09.1 Paid sick leave granted to employees during their period of service with the Company will be charged against and deducted from their accumulated sick credits on the basis of half days or full days. The following formula shall be used in determining the amount of sick absence to be charged.

0 to 2 hours – no sick absence charged

Over 2 hours to 5 hours – Half day absence charged.

Over 5 hours per day – One day absence charged.

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

.2 In cases where the less than two (2) hour time period is being abused, employees may have sick absence accumulated. Such time will be accumulated in periods of one half day and will be charged against the employee's sick leave. When the Company decides to accumulate such time, it shall notify the employee in writing with a copy to the Union.

ARTICLE 14 - SCHEDULED INCREMENTS

- 14.01** Scheduled increments shall be granted in accordance with the salary schedules as set forth in the attached Appendix B and C unless accelerated, delayed or withheld as outlined in Articles 14.02 and 14.03.
- 14.02.1** Where it can be demonstrated that an employee has performed his/her duties in an exceptional manner, consideration may be given to the awarding of an accelerated increment. An accelerated increment refers to the progression through the wage steps within the employee's salary group.
- .2** It is not intended that an accelerated increment be a substitute for job re-evaluation, in lieu of overtime pay, or other bonus payments to which the employee is entitled.
- 14.03.1** Should the Company for any reason consider that an employee has not qualified for a scheduled increment, the employee shall be so advised in writing one (1) month prior to the date such an increment becomes due.
- .2** A scheduled increment shall not normally be withheld longer than six (6) months, except in the case of an employee whose services are unsatisfactory or who refuses to take the training necessary to qualify him/her for work in the position for which he/she is being paid, or who fails to qualify for a promotional position at the end of such training.
- 14.04** Employees presently at maximum salary rate and who are given an increment on subsequent reclassification, shall have a scheduled increment date established from date of reclassification.
- Where a job evaluation results in a position being upgraded to a higher salary group, the employee will be entitled to the new rate of pay retroactive to the date the revised job description was submitted for evaluation to the employee's immediate manager.
- 14.05** Increments shall be effective on the first day of the bi-weekly pay period closest to the first of the month in which the increments are due. Increments which become due during the first half of the month, shall be due on the first of that month. Increments falling due during the last half of the month, shall be due on the first of the following month.
- 14.06** A scheduled increment which an employee would have received had he/she been on the job, shall not be made effective while he/she is absent due to sick leave, sick furlough, quarantine, or other approved absence (exclusive of vacation, bereavement leave, on duty accident, and jury duty). The date of granting such scheduled increment shall be the regularly scheduled increment date extended by the period of absence, calculated to the nearest whole month, provided that absence for half or less of the working days in a month will not be counted as a month and more than half of the working days in a month will be counted as a full month.
- Where an employee would have been eligible for a scheduled increment during a maternity, parental or compassionate care leave, such increment shall be deferred and implemented effective the date of the employee's return to work. An employee's regularly scheduled increment date shall not be extended by the period of absence related to maternity/parental or compassionate care leave.
- 14.07** An employee absent from duty with or without pay for an accumulated period of one (1) month or more (exclusive of vacation, bereavement leave, on duty accident and jury duty) during one (1) yearly or two (2) consecutive half yearly increment periods shall have his/her scheduled increment date extended one (1) month for each month's absence calculated to the nearest whole month, provided that absence for half or less of the working days in a month will not be counted as a month and absence for more than half the working days in a month will be counted as a full month [twenty-two (22) working days average month].

ARTICLE 15 - RESIGNATION, DISMISSAL AND DISCIPLINARY ACTION

- 15.01** An employee wishing to resign shall send written notice to his/her Manager at least two (2) weeks before the effective date of the resignation. An employee who terminates employment with the Company by resignation and who fails to give the required two (2) weeks' notice, shall be subject to loss of payment for wages or for any vacation or holiday credits up to an amount equal to the two (2) weeks' notice period.
- 15.02** Excepting dismissal for just cause, the Company will provide a probationary employee with two (2) weeks' notice of termination or two (2) weeks pay in lieu thereof or an equivalent combination of notice and pay in lieu of notice equalling two (2) weeks.
- 15.03** The Company agrees to notify the Union within three (3) working days of all cases of suspension or termination, and within seven (7) working days of other disciplinary action taken against employees covered by this Agreement. Any employee suspended pending an investigation, may at the Company's sole discretion, be suspended with pay.
- NOTE:** For purposes of confidentiality, an employee may request in writing that the Union not be so notified.
- 15.04** The Company agrees that when a written record indicating a warning of possible future disciplinary action is to be placed in an employee's personnel file:
- (1)** The employee will be required to read and initial the record;
 - (2)** Initialling the record does not necessarily signify concurrence;
 - (3)** The record and any written employee comments will be retained in his/her personnel file;
 - (4)** The employee will immediately be furnished with a personal copy of that record.
- 15.05** The employee shall have the right to have a Union Representative present at any disciplinary hearing if the employee so desires.
- 15.05.1** **Employees asked to attend an investigative interview with Corporate Security will be advised whether they are the subject of the investigation prior to the start of the interview and will be given an opportunity to contact a Union Representative. If a Union Representative is requested, TEAM shall ensure that a Representative is available prior to the interview.**
- 15.06** An employee is entitled to examine his/her complete personnel file kept in the Department in which he/she works or in the Human Resources Department, upon request to his/her immediate Manager or their **Human Resources Consultant**. Such request shall normally be made no more than once per year. The Manager shall maintain the right to schedule the number of appointments at any one time. After reviewing the file, the employee may discuss the file with the appropriate Manager(s) with a view to revising incorrect information, or to request updating or commendation where justified.
- 15.07** All letters or references of a disciplinary nature in an employee's personnel file shall be destroyed after two (2) years, providing there have been no further disciplinary letters placed within the employee's personnel file within that two (2) year period.
- 15.08** Excepting Probationary Employees, the Company shall not discipline or dismiss any employee bound by this Agreement except for just cause.

ARTICLE 16 - PAYDAYS

- 16.01** Payday shall be every second Friday for all employees. In the event of a Company holiday falling on a payday, employees will be paid on the preceding work day. All employees covered by this Agreement shall be enrolled in Direct Payroll Deposit.

ARTICLE 17 - SCHEDULE OF WAGES

- 17.01 The Schedule of Wages as set forth in the attached Appendices shall form part of this Agreement.
- 17.02 **First Year:** Effective February 20, 2019, 1.5% will be applied to Appendices B and C.
- 17.03 **Second Year:** Effective February 20, 2020, 1.5% will be applied to Appendices B and C.
- 17.04 **Third Year:** Effective February 20, 2021, 1.5% will be applied to Appendices B and C.
- 17.05 There shall be no roll back of wages during the life of the Collective Agreement unless otherwise agreed to by the parties.

ARTICLE 18 - CORPORATION RIGHTS

- 18.01 The Union acknowledges that it is the exclusive function and responsibility of the Company to manage its affairs, to direct its working forces, to hire, classify, promote, demote, transfer, layoff, discipline, suspend, and discharge any employee; to increase or decrease its working force; to re-organize, close or disband any department or section thereof from time to time as circumstances and necessity may require; and to maintain order, discipline, and efficiency. This includes the right to determine the employee's ability, skill, competence and other qualifications for the job. All matters concerning the operation of the Company's business not specifically dealt with in this Agreement shall be reserved to the Company and shall be its exclusive responsibility.
- 18.02 The Company has the right to make and alter from time to time, rules and regulations to be observed by employees provided that such rules and regulations do not violate or conflict with the provisions of this Agreement.
- 18.03 The Union acknowledges that nothing in this Collective Agreement shall limit the Company's right to layoff employees covered by this Agreement.
- 18.04 In exercising its Corporate Rights in administering this Agreement, the Company shall act reasonably, fairly, and in good faith.

ARTICLE 19 - HOURS OF WORK

- 19.01 The Company shall have the right from time to time to establish the arrangement of hours of work for all employees covered by this Agreement as is necessary for the efficient operation of the Company subject to the provisions of the Canada Labour Code.
- 19.02.1 The normal working day for employees shall consist of seven (7) hours and thirty (30) minutes consecutively. Twenty (20) such working days shall constitute two (2) consecutive bi-weekly pay periods with a total of one hundred and fifty (150) hours of work.
- Note 1:** The normal working day for immediate Managers of Craft employees shall consist of eight (8) hours per day and 7.846 paid hours per day.
- Note 2:** **Effective September 20, 2019, only current leaders supervising Craft employees shall work 8 hours per day and be entitled to be compensated consistent the Appendix B, Management Supervising Craft Salary Schedule until such time as they no longer supervise Craft employees. Managers of Craft employees engaged after date of ratification shall work 7.5 hours per day and will be compensated consistent with Appendix B, Management Salary Scale.**
- .2 A normal working week shall consist of any assigned five (5) consecutive days commencing on any day of the week.
- 19.03 A daytime tour shall not normally commence before 7:00 a.m. nor terminate later than 6:00 p.m.

- 19.04** Assignment of tours of duty may include Saturdays and Sundays.
- 19.05** When a shift change is implemented on less than twenty-four (24) hours' notice, or a schedule change is implemented on less than five (5) working days' notice, overtime rates shall apply.

ARTICLE 20 - SHIFT EMPLOYEES AND DIFFERENTIALS

- 20.01** When an employee is scheduled to work shifts, there shall be a minimum of eight (8) hours off between scheduled tours.
- 20.02** An evening and night differential of \$1.00 per hour will be paid to all employees covered by this Agreement for the time worked between the hours of 6:00 p.m. and 8:00 a.m.
This shall not apply to a day tour commencing after 7:00 a.m. or terminating prior to 6:00 p.m.
- 20.03** The differentials outlined in this Article are not applicable when an employee is being paid premium holiday pay, overtime rates, nor shall evening or night differentials be paid if an employee is being paid the Saturday or Sunday differential for such tour of duty.
- 20.04** **Christmas Eve/New Year's Eve Differential**
A differential of straight time extra shall be paid for each hour worked between the hours of 6:00 p.m. and 12:00 midnight on Christmas Eve and/or New Year's Eve. Employees receiving the Christmas Eve or New Year's Eve differential will not be eligible for differentials as provided under Sections 20.02 and 20.05.
- 20.05** **Saturday and Sunday Differentials**
- .1** An employee who is normally scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company works at least one (1) tour of duty on each of successive Saturdays, shall be paid a differential of one dollar (\$1.00) per hour for time worked on all tours commencing on Saturday, regardless of terminating time (including the all night tour commencing at 11:30 p.m. on Friday) on the second and subsequent Saturdays so worked.
 - .2** A differential of one-half straight time extra shall be paid for each hour worked between midnight Saturday and midnight Sunday by an employee covered by this Agreement.
 - .3** The Saturday and Sunday differentials shall not be included in wage payments for paid absence from duty.
 - .4** The Saturday and Sunday differentials shall not be paid for any hours for which an employee is being paid premium holiday pay, Christmas Eve or New Year's Eve differentials or overtime rates.
 - .5** Where an employee who is assigned to work on a Saturday or Sunday exchanges his/her Saturday or Sunday assignment with another employee who was not assigned to work on that Saturday or Sunday, such Saturday or Sunday work shall not be considered as having been performed "at the direction of the Company" by either employee.
- 20.06** For the duration of this Agreement, existing differentials being paid will not be modified or terminated.

ARTICLE 21 - OVERTIME

- 21.01** When an employee is authorized to work beyond the normal work day, such additional hours shall be considered as overtime and will be compensated for at the applicable overtime rate.
- 21.02** Employees working overtime shall be compensated at a rate of time and one-half for the first four (4) hours overtime in a week. Overtime beyond four (4) hours in a week shall be compensated at a rate of double time.

21.03.1 A call-out for immediate reporting to the workplace will be paid at the applicable overtime rate from the time the employee is called and shall continue after completion of the job for such period as reasonably necessary to travel home.

.2 A minimum of two (2) hours shall be paid for call-out overtime.

21.04 Notwithstanding the provisions of Article 21.03.1 and 21.03.2, where an employee is called out to perform work which does not necessitate reporting to the workplace, but instead can be performed remotely or at the employee's residence, the employee will be paid at the applicable overtime rate as follows:

If the call occurs

- Monday to Friday between 5:00 p.m. and 11:00 p.m. – a minimum of fifteen (15) minutes or the total time worked, whichever is greater;
- Monday to Friday between 11:00 p.m. and 7:00 a.m. – a minimum of one (1) hour or the total time worked (no overlapping claims in a one-hour period), whichever is greater;
- Weekends/Holidays between 7:00 a.m. and 11:00 p.m. - a minimum of fifteen (15) minutes or the total time worked, whichever is greater;
- Weekends/Holidays between 11:00 p.m. and 7:00 a.m. - a minimum of one (1) hour or the total time worked (no overlapping claims in a one-hour period), whichever is greater.

Banked Overtime Provisions

21.05.1 An employee working overtime for which he/she is entitled to payment at the applicable overtime rate, shall elect to be paid for such overtime in accordance with the following:

- (a)** Such overtime to be paid for at the applicable overtime rate; or
- (b)** The option of receiving straight time overtime pay for each hour worked, plus the balance of hours as time off; or
- (c)** The option of receiving time off equivalent to the applicable overtime rate when applicable.

.2 If the employee elects to receive time off in lieu of overtime rates, he/she shall inform his/her Manager of this option prior to reporting such overtime.

.3 The maximum amount of leave an employee may bank and maintain will be equivalent to the hours the employee would normally work in a four (4) week period, as defined in Article 19.

.4 Banked Overtime leave will be taken as leave at a time mutually agreeable to the employee and his/her Manager. Such leave will be scheduled in one half (1/2) day units or full day units during slack periods. Leave will not be granted if it would directly result in more overtime. Where the demands of service necessitate, the Company shall have the right to defer a leave request. Any scheduled leave may be cancelled as a result of Company requirements.

.5 On request, an employee may elect to have his/her Banked Overtime paid on his/her regular paycheque. Such payment will only be made in increments of one half (1/2) day, one (1) day or 100% of all banked overtime credits.

.6 An employee must receive payment in full for all outstanding Banked Overtime prior to the end of each vacation year, on the thirtieth (30th) day of April. No carry over will be allowed.

Effective January 1, 2020

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

.7 Payout shall be based on the employee's rate of pay at the time of payout.

.8 The scheduling of annual vacations shall take precedence over Banked Overtime leave.

- .9 Banked Overtime provisions will not apply to a Company holiday which is included as part of an employee's regular schedule.

ARTICLE 22 - VACATIONS

- 22.01** The vacation year will be calculated as the period beginning on the first (1st) day of May and ending the thirtieth (30th) day of April of the following year. A vacation week will consist of seven (7) consecutive calendar days.
- 22.02** An employee absent from duty with or without pay for an accumulated period exceeding eight (8) weeks, excluding vacation, maternity/parental leave and on duty accidents, during the twelve (12) months previous to May 1st, will have his/her vacation period reduced proportionately for each week of absence in excess of the first eight (8) weeks. Less than one-half of the working days worked in a week will constitute a week of absence for vacation credits, [five (5) working days average week].
- 22.03** When a Company holiday is observed within an employee's annual vacation he/she shall be granted one (1) additional day vacation. The additional day must be taken as mutually arranged by the employee's Manager.
- 22.04.1** An employee living within a location having access by road and who receives Remoteness Allowance, shall be allowed two (2) additional days' vacation credits in addition to his/her regular vacation credits. The credits will only be allowed if the two (2) days are taken with at least five (5) regular vacation credits and if the employee leaves the Remoteness Allowance area. Should the employee not leave the Remoteness Allowance area, or terminate employment, the additional days credit shall not apply.
- .2 An employee living within a location having no access by road and who receives Remoteness Allowance, shall be allowed one (1) week's vacation credit in addition to his/her regular vacation credits. The credits will only be allowed if the one additional week is taken with at least five (5) regular vacation credits and if the employee leaves the Remoteness Allowance area. However, should the employee not leave the Remoteness Allowance area, or terminate employment, the vacation days credit shall not apply.
- .3 The additional vacation days for Remoteness Allowance areas will be granted one time only in each vacation year.
- 22.05.1** An employee who resigns, is laid off or dismissed will be allowed vacation, or pay in lieu thereof, in accordance with the vacation credits he/she has earned but not received, including proportionate vacation for the current working year.
- .2 An employee who is retiring shall be allowed to take vacation that he/she has earned but has not received including a proportionate period for service in the current working year, prior to the effective retirement date. An employee who retires under the MTS Pension Plan (regular retirement) or who retires for health reasons (disability retirement under the said Plan) shall have the option of working until his/her actual retirement date and receive pay in lieu of such earned vacation.
- 22.06.1** An existing employee hired prior to July 29, 2013 who has less than one (1) year of Net Credited Service as of April 30th, will be allowed .288 of a day as vacation with pay during the first vacation year for each week of service as of April 30th. Two and one half (2½) or more days worked in a week will constitute a week of service for vacation credits. When computing such vacation credits, fractions of less than one-half will be dropped, fractions of one-half or more will be considered a full day.
- .2 An existing employee hired prior to July 29, 2013 who has completed one (1) year of Net Credited Service as of April 30, will be allowed three (3) weeks of vacation with pay in the following year and each year thereafter.
- .3 An employee hired on or after July 29, 2013 who has less than two (2) years of Net Credited Service as of April 30th, will be allowed .192 of a day as vacation with pay during the first and second vacation years for each week of service as of April 30th of the respective year. Two and

one half (2½) or more days worked in a week will constitute a week of service for vacation credits. When computing such vacation credits, fractions of less than one-half will be dropped, fractions of one-half or more will be considered a full day.

- .4 An employee hired on or after July 29, 2013 who has completed two (2) years of Net Credited Service as of April 30th, will be allowed three (3) weeks of vacation with pay in the following year and each year thereafter.
- .5 An employee will in the vacation year in which his/her sixth (6) net credited anniversary date falls and in each succeeding vacation year, be allowed four (4) weeks' vacation with pay.
- .6 An employee will, in the vacation year in which his/her fourteenth (14) net credited anniversary date falls and in each succeeding vacation year, be allowed five (5) weeks' vacation with pay.
- .7 An employee will, in the vacation year in which his/her twenty-first (21) net credited anniversary date falls and in each succeeding vacation year, be allowed six (6) weeks' vacation with pay.
- .8 An employee hired prior to July 29, 2013 will, in the vacation year in which his/her thirty-fourth (34) net credited anniversary date falls and in each succeeding vacation year be allowed seven (7) weeks' vacation with pay.
- .9 Vacations in excess of three (3) weeks may only be taken consecutively between November 1st and April 30th, or as arranged by the employee's Manager.

22.07.1 Vacations will be arranged in accordance with the requirements of service. Due to the nature of the Company's business, there are times when it is impossible to grant vacation to some employees. It follows, therefore, that in the scheduling referred to in the foregoing paragraphs, the Company reserves the right to deny any dates requested by employees concerned.

- .2 Where the Company denies a request for vacation, the employee shall be provided with alternate time(s) during which the vacation can be taken.
- .3 As soon as possible in the calendar year but no later than May 1st, vacations will be scheduled by work groups, giving due consideration to the length of service of employees and employees' preference insofar as the exigencies of service will permit. In any case of dispute, the **Director** will make the final decision. Any such decision must be reasonable.
- .4 Annual vacations shall not be accumulated over a period of years and then taken consecutively. Each year's vacation must normally be taken before April 30th of that vacation year. Where exceptional circumstances arise, the Company may defer vacation, or at its sole discretion, may approve the carry over of vacation to the following vacation year. Vacations of one (1) week to three (3) weeks will normally commence on a Monday and will be taken in one unbroken period, unless under special arrangements with the Department.

22.08 When an employee is taken ill, meets with an accident, is confined by quarantine regulations, or is called for jury duty:

- (a) Before leaving to go on vacation, where the employee is prevented from taking the vacation, the Company will re-schedule the vacation at a later date in the same vacation year or in exceptional cases, in the next vacation year;
- (b) After leaving work to go on vacation, the employee's vacation will not be re-scheduled.

To replace current Article 22 effective January 1, 2020

22.01 Commencing January 1, 2020, the vacation year will be calculated as the period beginning on the 1st day of January and ending the 31st day of December of the same year. Employees shall receive their full vacation entitlement effective January 1st of each year. Each year's vacation must normally be taken before December 31st of that vacation year. A vacation week will consist of seven (7) consecutive calendar days.

Note: To accommodate the transition to the Bell vacation year commencing January 1, 2020, from May 1, 2019, to December 31, 2019, employees shall accrue vacation which shall be placed into a Surplus Vacation Account which must be used prior to December 31, 2022.

- 22.02** An employee absent from duty with or without pay for an accumulated period exceeding eight (8) weeks, excluding vacation, maternity/parental leave, on duty accidents during the twelve (12) months previous to **December 31st**, will have his/her vacation period reduced proportionately for each week of absence in excess of the first eight (8) weeks. Less than one-half of the working days worked in a week will constitute a week of absence for vacation credits, [five (5) working days average week].
- 22.03** When a Company holiday is observed within an employee's annual vacation he/she shall be granted one (1) additional day vacation. The additional day must be taken as mutually arranged by the employee's Manager.
- 22.04.1** An employee living within a location having access by road and who receives Remoteness Allowance, shall be allowed two (2) additional days' vacation credits in addition to his/her regular vacation credits. The credits will only be allowed if the two (2) days are taken with at least five (5) regular vacation credits and if the employee leaves the Remoteness Allowance area. Should the employee not leave the Remoteness Allowance area, or terminate employment, the additional days credit shall not apply.
- .2 An employee living within a location having no access by road and who receives Remoteness Allowance, shall be allowed one (1) week's vacation credit in addition to his/her regular vacation credits. The credits will only be allowed if the one additional week is taken with at least five (5) regular vacation credits and if the employee leaves the Remoteness Allowance area. However, should the employee not leave the Remoteness Allowance area, or terminate employment, the vacation days credit shall not apply.
- .3 The additional vacation days for Remoteness Allowance areas will be granted one time only in each vacation year.
- 22.05.1** **An employee who resigns, is laid off or terminated will be allowed vacation, or pay in lieu thereof, in accordance with the vacation credits he/she has earned but not received.**
- An employee who resigns or is terminated, who used more vacation in a vacation year than was earned, shall have the vacation overpayment deducted from his/her final pay.**
- An employee who is laid off or who departs the Company through a VRTIP, who used more vacation in a vacation year than was earned, shall not have the vacation overpayment deducted from his/her final pay.**
- .2 **An employee who is retiring shall be allowed to take vacation that he/she has earned but has not taken prior to the effective retirement date.** An employee who retires under the MTS Pension Plan (regular retirement) or who retires for health reasons (disability retirement under the said Plan) shall have the option of working until his/her actual retirement date and receive pay in lieu of earned vacation.
- 22.06.1** An employee who has less than two (2) years of Net Credited Service as of **December 31st**, will be allowed .192 of a day as vacation with pay during the first and second vacation years for each week of service as of **December 31st** of the respective year. Two and one half (2½) or more days worked in a week will constitute a week of service for vacation credits. When computing such vacation credits, fractions of less than one-half will be dropped, fractions of one-half or more will be considered a full day.
- .2 An employee who has completed two (2) years of Net Credited Service as of **December 31st**, will be allowed three (3) weeks of vacation with pay in the following year and each year thereafter.
- .3 An employee will in the vacation year in which his/her sixth (6) net credited anniversary date falls and in each succeeding vacation year, be allowed four (4) weeks' vacation with pay.
- .4 An employee will, in the vacation year in which his/her fourteenth (14) net credited anniversary date falls and in each succeeding vacation year, be allowed five (5) weeks' vacation with pay.
- .5 An employee will, in the vacation year in which his/her twenty-first (21) net credited anniversary date falls and in each succeeding vacation year, be allowed six (6) weeks' vacation with pay.

- .6 An employee hired prior to July 29, 2013 will, in the vacation year in which his/her thirty-fourth (34) net credited anniversary date falls and in each succeeding vacation year be allowed seven (7) weeks' vacation with pay.
- 22.07.1 Vacations will be arranged in accordance with the requirements of service. Due to the nature of the Company's business, there are times when it is impossible to grant vacation to some employees. It follows, therefore, that in the scheduling referred to in the foregoing paragraphs, the Company reserves the right to deny any dates requested by employees concerned.
- .2 Where the Company denies a request for vacation, the employee shall be provided with alternate time(s) during which the vacation can be taken.
- .3 As soon as possible in the **previous** calendar year but no later than **January 1st**, vacations will be scheduled by work groups, giving due consideration to the length of service of employees and employees' preference insofar as the exigencies of service will permit. In any case of dispute, the **Director** will make the final decision. Any such decision must be reasonable.
- .4 Annual vacations shall not be accumulated over a period of years and then taken consecutively. Each year's vacation must normally be taken before **December 31st** of that vacation year. Where exceptional circumstances arise, the Company may defer vacation, or at its sole discretion, may approve the carry over of vacation to the following vacation year. Vacations of one (1) week to three (3) weeks will normally commence on a Monday and will be taken in one unbroken period, unless under special arrangements with the Department.
- 22.08 When an employee is taken ill, meets with an accident, is confined by quarantine regulations, or is called for jury duty:
 - (a) Before leaving to go on vacation, where the employee is prevented from taking the vacation, the Company will re-schedule the vacation at a later date in the same vacation year or in exceptional cases, in the next vacation year;
 - (b) After leaving work to go on vacation, the employee's vacation will not be re-scheduled.

ARTICLE 23 - COMPANY HOLIDAYS

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

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

The Floating Holiday shall be arranged by the Company and the employee in accordance with the requirements of service. The Company reserves the right to deny any dates requested by employees.

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

- 23.02 A holiday falling on a day between Sunday and Saturday inclusive, shall be included in the weekly schedule for all employees for that week, but not including employees who are absent on leave without pay. However, an employee on such leave who works fifteen (15) days during the thirty (30) days immediately preceding a Company holiday will receive holiday pay for that holiday.
- 23.03 An employee working on a Company holiday is entitled to receive holiday pay, whether or not he/she is scheduled to work unless he/she is absent from work without authorization on the scheduled work day prior to or following such holiday.

- 23.04** When any of the above holidays falls on a Saturday or Sunday, which is normally a non-scheduled working day for an employee, the following working day(s) shall be observed as the holiday unless the service demands require otherwise.
- 23.05** An employee who works on a Company holiday shall receive double time for all hours worked in addition to his/her holiday pay.

ARTICLE 24 - DUTY MANAGER

- 24.01** Due to the nature of its operation, the Company may direct an employee to be available for work outside normal working hours, and he/she shall receive Duty Manager pay at the rate of two (2) hours pay per day for each day he/she is required to be available.
- 24.02.1** In addition to the monies paid in Article 24.01 above, a call-out for immediate reporting to the workplace will be paid at the applicable overtime rate from the time the employee is called and shall continue after completion of the job for such period as reasonably necessary to travel home.
- .2** A minimum of two (2) hours shall be paid for call-out overtime.
- 24.03** Notwithstanding the provisions of Article 24.02.1 and 24.02.2, where an employee is called out to perform work which does not necessitate reporting to the workplace, but instead can be performed remotely or at the employee's residence, the employee will be paid at the applicable overtime rate as follows:
- If the call occurs
- Monday to Friday between 5:00 p.m. and 11:00 p.m. – a minimum of fifteen (15) minutes or the total time worked, whichever is greater;
 - Monday to Friday between 11:00 p.m. and 7:00 a.m. – a minimum of one (1) hour or the total time worked (no overlapping claims in a one-hour period), whichever is greater;
 - Weekends/Holidays between 7:00 a.m. and 11:00 p.m. - a minimum of fifteen (15) minutes or the total time worked, whichever is greater;
 - Weekends/Holidays between 11:00 p.m. and 7:00 a.m. - a minimum of one (1) hour or the total time worked (no overlapping claims in a one-hour period), whichever is greater.
- 24.04** Every effort shall be made to equitably distribute the Duty Manager requirements among all qualified employees.

ARTICLE 25 - TRAVELLING REIMBURSEMENT

- 25.01** When an employee is required to travel on Company business, other than to and from his/her daily work, the Company shall furnish transportation, accommodation and meals. Such employee whose accommodation and meals are furnished by the Company may, subject to his/her Manager's approval, be allowed a transportation expense allowance to and from his/her normal place of residence in lieu of such accommodation and meals.
- 25.02** An employee who is temporarily assigned outside his/her headquarters zone may return to his/her home on weekends or authorized periods and be reimbursed costs at prevailing Company policy rates, providing that cost does not exceed the meals and accommodation costs thereby saved by the Company.
- 25.03** Under extraordinary circumstances, where an employee is required to stay overnight in a switching center or radio shack, a subsistence allowance of \$100.00 or a pro rata portion thereof will be granted.
- 25.04** Travelling time during normal working hours from an employee's assigned headquarters to the job and return shall be considered as time worked.

- 25.05** Travelling time when starting or completing a job in a city, town or district away from the employee's headquarters zone will be on Company time. Notwithstanding Article 21.01, if travelling extends outside the employee's scheduled normal work day a rate of time and one-half will apply for those hours in excess of 7.5 hours per day or 37.5 hours per week.
- 25.06** Notwithstanding Article 21.01, travelling time to attend training courses and joint initiatives outside the employee's scheduled normal working day shall be paid a rate of time and one-half for those hours in excess of 7.5 hours per day or 37.5 hours per week.
- 25.07** Travelling time associated with an emergency call-out shall be considered as time worked at the applicable overtime rates.
- 25.08** Notwithstanding Article 21.01, when travelling by air outside the employee's scheduled normal working day, compensation at a rate of time and one-half will apply for those hours in excess of 7.5 hours per day or 37.5 hours per week. Under these circumstances, time and one-half begins one (1) hour prior to flight time, including flight time, and one (1) hour after flight arrival.
- 25.09** Northern Region employees may be reimbursed for the cost of two (2) return trips for the employee and his/her immediate family travelling by private vehicle, as per Corporate Policy 204.21.
- 25.10** Where the Company initiates the relocation of a regular employee to a new headquarters and their former headquarters is within one hundred (100) kilometers in each direction, (city limit to city limit) of their new headquarters, they shall be allowed Company mileage rates (city limit to city limit) to commute for a period of up to one (1) year. This provision does not apply to employee initiated relocations and is in lieu of moving expenses.

Where an employee initially elects to commute to their new headquarters and subsequently, but within the one (1) year period, decides to relocate, all monies paid for mileage reimbursement shall be deducted from eligible monies payable for moving costs.

Note: Mileage reimbursement under Article 25.10 is considered a taxable benefit by the Canada Revenue Agency.

ARTICLE 26 – HEALTH AND SAFETY

- 26.01** It shall be the responsibility of the Company to provide a safe working environment, proper and adequate tools, equipment and protective and safety devices for all employees in accordance with the Canada Occupational Health and Safety Regulations.
- 26.02** The provisions of the Canada Labour Code shall apply to all Company job sites and activities.
- 26.03** It is agreed that the Union has the right to select its representatives to a Workplace Health and Safety Committee as per part II of the Canada Labour Code.

ARTICLE 27 – LAYOFF

- 27.01** The Union acknowledges that the Company has the right to determine affected positions for layoff.
- 27.02** Prior to providing layoff notice, the Company shall meet with TEAM and seriously discuss further ways to minimize or avert layoffs by reviewing issues such as redeployment opportunities, lateral transfer opportunities, vacancies, etc. The discussions shall be kept confidential and the Company shall have the sole discretion whether or not to act upon any suggestions. The Company shall provide the number, position title, name and salary classification of the affected employees.
- 27.03** **Notice**
- .1** In the event of layoff, the Company agrees to meet with the Union to discuss said layoffs and to provide notice, fourteen (14) calendar days in advance of affected employees being so notified. Such notice shall include the date of layoff, number, position title, name and salary

classification of the affected employees. The Union agrees not to disclose the layoff or any details pertaining to the notice provided until affected employees have received individual notice from the Company.

- .2 Affected employees shall receive a minimum of two (2) weeks written notice of layoff or two (2) weeks' pay in lieu thereof, or an equivalent combination of notice and pay in lieu of notice equalling two (2) weeks.

27.04 Procedure

- .1 For the purpose of determining employees affected by a layoff, an employee identified for layoff in a single incumbent position will be assessed with employees in a multiple incumbent position(s) which in the Company's opinion, compares closest to the single incumbent position on the basis of duties and responsibilities. In assessing employees for the purpose of layoff within the combined multiple incumbent position(s), where incumbents are deemed by the Company to be relatively equal on the basis of skill, ability, performance and qualifications, the junior incumbent, according to Net Credited Service (NCS) date, shall be laid off first. In the case of multiple incumbent positions, where incumbents are deemed by the Company to be relatively equal on the basis of skill, ability, performance and qualifications, the junior incumbent, according to Net Credited Service (NCS) date, shall be laid off first. The Company maintains the right to determine the location of the layoff.
- .2 Affected employees shall not have the right to bump or otherwise move, into any other position under the provisions of this Article, except as expressly set out below.
- .3 Where an employee in TEAM's jurisdiction has been identified for layoff, and where such employee has the necessary skills and ability to satisfactorily perform an equally or lower rated position being filled by a Unifor and/or IBEW member on an acting basis, the affected employee shall have the right to displace the Unifor or IBEW member prior to being laid off where there is over two (2) months remaining in the acting position.
- .4 The above shall not apply to Temporary vacancies pursuant to Article 9 and shall only apply to existing TEAM positions. The Company will provide a list of TEAM positions being filled by a Unifor and/or IBEW member on an acting basis to the affected employees in TEAM's jurisdiction designated for layoff.
- .5 Affected employees must, within two (2) weeks of receiving notice of layoff, identify in writing, along with a current resume, which equally or lower rated positions they believe they have the necessary skills and abilities to satisfactorily perform.
- .6 The Company shall review the duties and required skill, ability, qualification and experience of all current contractors as per the Letter of Understanding Contracting-In within the VP Group(s) of the employee(s) targeted for layoff. Where it is expected a contractor's assignment will continue for a minimum of six months from the date of layoff and where an employee identified for layoff in the same VP Group has the necessary skill, ability and required qualifications to satisfactorily perform the role of a contractor with four (4) weeks training, the employee shall have the right to displace the contractor prior to being laid off.
- .7 Any required moves or associated travel/transportation expenses associated with the above shall be borne solely by the employee. Affected employees must commence the equally or lower rated position within seven (7) calendar days of being selected for the position.

27.05 Recall

- .1 Laid off employees shall have the right to be recalled for up to one hundred and eighty (180) calendar days, in order of NCS, to the position and salary classification from which they were laid off, providing Regular Full-Time work becomes available during this time.
- .2 The right of recall for laid off employees shall expire at the end of one hundred and eighty (180) calendar days from the date of layoff, at which time the laid off employee shall be deemed to be permanently laid off, and therefore terminated.
- .3 During recall, an employee may make application in accordance with Article 8 to any vacant position covered by the Collective Agreement.

- .4 Recall may be done by telephone, or if not contacted by telephone, by registered letter to the employee's last recorded address, at any time within one hundred and eighty (180) calendar days from the date of layoff.
- .5 It is the responsibility of laid off employees to keep the Company informed, in writing, of their current address and telephone number.
- .6 The employee shall advise the Company within five (5) calendar days of the date of recall as to their decision.
- .7 Once recall has been accepted, the employee shall report for duty within fourteen (14) calendar days from the date of recall, unless otherwise agreed to.

27.06 Employment Status

An employee will be permanently laid off and deemed terminated where:

- (a) the employee has rejected a recall, or,
- (b) the employee has failed to notify the Company of his/her decision within five (5) calendar days of being recalled, or
- (c) the employee has accepted but did not report for duty within fourteen (14) calendar days of recall or as otherwise agreed above, or,
- (d) pursuant to Article 27.07.3, the employee elects to take severance pay prior to the expiration of the one hundred and eighty (180) calendar day recall period, or,
- (e) the employee is not recalled within one hundred and eighty (180) calendar days from the date of layoff.

27.07 Severance

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

Category	Description	Severance
1	Age 55 or greater, plus years of service is equal to or greater than 80.	26 week lump sum payment
2	Age 55 or greater, plus 10+ years of service with age plus service less than 80.	26 week lump sum payment
3	Age less than 55, however, age plus service is equal to or greater than 80.	Bridging Allowance (up to a maximum equivalent of 52 weeks base salary) and a 26 week lump sum payment; OR If age is less than 53, at the employee's option, 65 week lump sum payment
4	All other regular full-time or regular part-time employees.	Two (2) weeks per year completed net credited years of service up to a maximum of 65 weeks.

Note: Severance will be prorated for Regular Part-time employees as follows:

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

- .2 All severance amounts noted above are inclusive of notice and severance pursuant to the Canada Labour Code.

- .3 Through written agreement between the Company and employee, a laid off employee may elect to forfeit their one hundred and eighty (180) calendar day recall period to receive their severance pay upon their date of layoff. In this event, the employee would be permanently laid off and terminated.

ARTICLE 28 - PERSONAL LEAVE DAYS

- 28.01** All Regular Full-Time employees who are in TEAM's jurisdiction prior to July 29, 2013, excluding those from the Unifor and IBEW jurisdictions acting in TEAM's jurisdiction, shall be credited with five (5) Personal Leave Days on January 1st of each year.
- 28.02** All Regular Full-Time employees who entered TEAM's jurisdiction on or after July 29, 2013, excluding those from the Unifor and IBEW jurisdictions acting in TEAM's jurisdiction, shall be credited with three (3) Personal Leave Days on January 1st of each year.
- Note:** Employees from outside of TEAM's jurisdiction who were acting in TEAM's jurisdiction as of July 29, 2013 and who subsequently become Regular Full-Time or Regular Part-Time employees in TEAM's jurisdiction on a permanent basis without returning to their previous jurisdiction shall be credited with Personal Leave Days in accordance with Articles 28.01 and 28.03.
- 28.03** Employees commencing Regular Full-Time employment subsequent to January 1st, and Regular Part-Time employees, will be credited with Personal Leave Days on a pro-rated basis.
- 28.04** Regular Full-Time and Regular Part-Time employees from other jurisdictions acting in TEAM's jurisdiction prior to July 29, 2013 shall accrue up to five (5) Personal Leave Days on a pro-rated basis.
- 28.05** Regular Full-Time and Regular Part-Time employees from other jurisdictions acting in TEAM's jurisdiction on or after July 29, 2013 shall accrue up to three (3) Personal Leave Days on a pro-rated basis.
- 28.06** Employees will receive their basic rate of pay for each Personal Leave Day. Personal Leave Days shall be taken in accordance with the requirements of service. The Company reserves the right to deny any dates requested by employees.
- 28.07** There shall be no carrying over of Personal Leave Days beyond December 31st of each year, nor will there be a cash payment in lieu of unused Personal Leave Days under any circumstances.

LETTER OF UNDERSTANDING
BANKING OF VACATION/VACATION OVERTIME CREDITS

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

1. **Between February 1, 2020 and April 30, 2020, all employees will have one last opportunity to bank up to ten (10) days of vacation credits/vacation overtime credits, subject to paragraph 2, into their respective Vacation Bank for pension purposes.**
2. **The maximum combined total of vacation/vacation overtime credits any employee can have in his or her Vacation Bank is fifty (50) days.**
3. **Effective January 1, 2020, employees will transition from the May 1 to April 30 vacation year (the “Bell MTS Vacation Year”) to a January 1 to December 31 vacation year (the “Bell Vacation Year”).**
4. **Between May 1, 2019 and December 31, 2019, employees will accrue vacation credits in the normal course. Effective January 1, 2020, all vacation credits accrued during this period will be placed into a new Surplus Vacation Account.**
5. **Between February 1, 2020 and April 30, 2020, employees may also transfer as many days as they wish from their Surplus Vacation Account to their Vacation Bank for pension purposes (subject to the fifty (50) day maximum).**
6. **Employees wishing to exercise this transfer option must (details to be provided to TEAM members prior to February 1, 2020) by no later than April 30, 2020.**
7. **Effective May 1, 2020 employees will no longer be able to add to their respective Vacation Banks for pension purposes.**
8. **Employees with days remaining in their Surplus Vacation Account after April 30, 2020 must use the remaining days by December 31, 2022 (to be scheduled in accordance with Article 22 of the collective agreement) or the remaining Surplus Vacation days will be lost.**
9. **This Letter of Understanding shall terminate on January 1, 2023 and have no further effect.**

**LETTER OF UNDERSTANDING
BANKED VACATION DAYS**

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

All Banked Vacation Days an employee has accumulated as of May 1, 2020 will remain banked and will be paid out upon the employee leaving the Company.

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

There is no expiration date on Banked Vacation Days.

LETTER OF UNDERSTANDING TRANSITIONING TO THE BELL VACATION YEAR

The following will confirm the understanding and agreement between the parties concerning TEAM members transitioning to the Bell vacation year.

This Letter of Understanding shall come into effect upon ratification of the revised collective agreement and shall expire concurrently with the collective agreement in accordance with the Canada Labour Code.

TEAM members who have an NCS date between January 1 and April 30, who are in a milestone year and entitled to an additional weeks' vacation, will receive the additional week January 1 of the year in which their NCS date falls under the Bell vacation policy rather than May 1 of the previous vacation year under the former Bell MTS vacation policy.

To address this deferral, TEAM shall provide a list annually, by September 1, to Bell MTS of those TEAM members impacted by this change. Upon verification, Bell MTS shall add five vacation days to the vacation entitlement for the affected employees. This shall be effective January 1, 2020 for those employees with a milestone date between January 1 – April 30, 2021.

LETTER OF UNDERSTANDING BENEFIT STATUS DURING RECALL

The following information regarding the status of benefits during recall is for information purposes only and does not form part of the Collective Agreement.

Benefits:

Eligible employees will have the option of maintaining the following benefits during recall for a period of one hundred and eighty (180) calendar days:

(a) Medical and Dental plans

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

(b) Basic – Life and Accident Insurances

Maintained at no cost for eligible employees.

(c) Optional – Life and Accident Insurances

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

LETTER OF UNDERSTANDING NORTHERN RETENTION PREMIUM

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

All regular employees, regularly employed and who permanently reside north of the 53rd parallel shall be entitled to receive an annual Northern Retention premium of 7% of regular wages (excluding overtime and differentials, etc.), subject to the following terms and conditions:

An employee must complete twelve (12) consecutive months of employment north of the 53rd parallel to be entitled to the premium. Upon completion of each twelve (12) month period, the employee shall be paid the Northern Retention premium. The twelve (12) month period shall run from October 20th of the previous year to October 20th of the following year.

Employees hired into the North shall be eligible to receive a prorated premium for time worked between October 20th of the previous year to October 20th of the following year.

Where an employee is temporarily assigned by the Company to work south of the 53rd parallel, the Northern Retention premium shall continue as if said employee did not leave the north.

It is understood by the parties that the Northern Retention Premium shall take the form of a lump sum payment, not to be folded into the regular base rate of pay and shall not be considered pensionable earnings.

This Letter of Understanding shall terminate upon the expiry of the Collective Agreement on **February 19, 2022**.

LETTER OF UNDERSTANDING
Achievement Incentive Plan (AIP)
Salary Groups 306, 307, 308

The following will confirm the understanding and agreement between the parties during negotiations regarding the **Achievement Incentive Plan (AIP)** for salary groups 306, 307 and 308 as follows:

1. Incumbents of bargaining unit positions in salary group 306, 307 and 308 will be eligible to participate in the **AIP** and receive a Target bonus of up to 7% based on regular wages, payable in the following calendar year. For members of the Defined Contribution Pension Plan, AIP payments are pensionable.
2. It is understood and agreed that it shall be the Company's sole and exclusive right to design the **AIP**. Further, TEAM agrees that the Company shall have the sole and exclusive right to redesign the **AIP in subsequent years. When the AIP is redesigned**, the Company shall provide a copy of the AIP to TEAM for information purposes.
3. It is understood and agreed that it shall be the sole and exclusive function of the **BCE Board of Directors** to determine **whether the financial and other performance measures of the AIP have been met** and shall be final.
4. It is agreed and understood that this Letter of Understanding is not subject to any term or condition of the Collective Agreement, including Article 5 – Grievances and Article 6 – Arbitration. This notwithstanding, an employee can grieve his/her **AIP** entitlement based on his/her personal performance.
5. **Employees in 301 through 305 positions who are promoted into 306, 307 or 308 level positions during a calendar year will be eligible to participate in the Salary Group 306, 307, 308 AIP for that calendar year.**

LETTER OF UNDERSTANDING
Achievement Incentive Plan (AIP)
Salary Groups 301, 302, 303, 304, 305

The following will confirm the understanding and agreement between the parties during negotiations regarding the **Achievement Incentive Plan (AIP)** for salary groups 301, 302 303, 304 and 305 as follows:

1. Incumbents of bargaining unit positions in salary group 301, 302, 303, 304 and 305 will be eligible to participate in the **AIP** and receive a Target bonus of up to 2% based on regular wages, payable in the following calendar year. For members of the Defined Contribution Pension Plan, AIP payments are pensionable.
2. It is understood and agreed that it shall be the Company's sole and exclusive right to design the **AIP**. Further, TEAM agrees that the Company shall have the sole and exclusive right to redesign the **AIP in subsequent years. When the AIP is redesigned**, the Company shall provide a copy of the AIP to TEAM for information purposes.
3. It is understood and agreed that it shall be the sole and exclusive function of the **BCE Board of Directors** to determine **whether the financial and other performance measures of the AIP have been met** and shall be final.
4. It is agreed and understood that this Letter of Understanding is not subject to any term or condition of the Collective Agreement, including Article 5 – Grievances and Article 6 – Arbitration. This notwithstanding, an employee can grieve his/her **AIP** entitlement based on his/her personal performance.
5. **Employees promoted into 301, 302, 303, 304 or 305 level positions during a calendar year will be eligible to participate in the Salary Group 301, 302, 303, 304 or 305 AIP for that calendar year.**

LETTER OF UNDERSTANDING
RETROACTIVE PAYMENT OF WAGES

By one (1) month following the date of the ratification of the new Collective Agreement, retroactive payment of regular wages (exclusive of overtime), at new wage rates as set out in the Appendices of the new Collective Agreement shall be paid retroactively to **February 20, 2019**, to those employees who are on staff as of the date of ratification of the new Collective Agreement.

LETTER OF UNDERSTANDING

SALES BONUS/COMMISSION PLANS

The Union recognizes the right of the Company to make adjustments to sales bonus/commission plans from time to time during the life of the Collective Agreement. Adjustments are to be made in good faith and in a fair and reasonable manner, and the Company shall meet with TEAM to review the Sales Bonus/Commission Plans prior to distribution.

At the end of the sales year, the Company shall provide the Union with a report detailing the name of the employee, name of the plan, and the amount of bonus/commission paid.

All eligible employees will have the option to continue to receive sales bonus payments in installments or elect to receive their entire sales bonus in the first quarter of the following year upon the actual sales figures being finalized.

**LETTER OF UNDERSTANDING
NET CREDITED SERVICE (NCS)**

Where an employee resigns from the employment of one of the MTS Group of Companies to accept a new position within another one of the MTS Group of Companies, his/her Net Credited Service shall be recognized.

LETTER OF UNDERSTANDING
VOLUNTARY RETIREMENT TERMINATION INCENTIVE PROGRAM (VRTIP)

Program Details

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

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

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

Terms & Conditions

1. This Voluntary Retirement/Termination Incentive Program (VRTIP) shall be offered on a Vice President (VP) Group basis during the life of the renewed Collective Agreement prior to invoking Article 27 – Layoffs.
2. Under the VRTIP it shall be the Company's sole and exclusive right to determine:
 - a. The VP Group to which the VRTIP Program will be offered.
 - b. The number of reductions required within the VP Group.
 - c. The specific position(s) affected and the number of corresponding reductions.

For the purpose of determining the specific positions affected by a VRTIP, any single incumbent position(s) identified will be combined with a multiple incumbent position(s) which in the Company's

opinion, compares closest to the single incumbent position on the basis of duties and responsibilities. The Company maintains the right to determine the location of the reduction.

Employees within the VP Group who are not in an affected position(s) may also make application to the VRTIP.

Nothing in this Letter of Understanding shall restrict the Company's right to layoff within the affected position(s) should the required reductions in the affected position(s) not be achieved through the VRTIP.

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

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

LETTER OF UNDERSTANDING
SELF-IDENTIFICATION/VOLUNTARY DEPARTURE

At any time during the life of the Collective Agreement, an employee may apply for an incentive under the Voluntary Retirement Termination Incentive Program (VRTIP) or for a voluntary severance payout pursuant to the amounts prescribed in Article 27 of the Collective Agreement.

The Union acknowledges that the approval of such applications rests solely with the Company.

LETTER OF UNDERSTANDING CONTRACTING-IN

THE PARTIES recognize that TEAM bargaining unit work should be performed by employees covered by Canada Industrial Relations Board Certification Order Number 8516-U;

THE PARTIES acknowledge that in particular circumstances it may be in **the Company's** business interest to temporarily use contractors to perform TEAM bargaining work;

THE PARTIES further acknowledge that for the purposes of this agreement such contractors are not covered by the TEAM Collective Agreement;

THE PARTIES further acknowledge that this Letter of Understanding does not apply to legitimate contracting out situations;

THEREFORE the following shall confirm the understanding and agreement between the parties with respect to such contractors.

1. Where there is a need for a temporary assignment of TEAM bargaining unit work, and where the contract will be for a term of 12 months or less, the assignment may be filled by a contractor in accordance with this agreement.

Where there is a need for a temporary assignment of TEAM bargaining unit work, and where the contract will be for a term in excess of 12 months, the Company shall post the position in accordance with the Collective Agreement. If there are no qualified internal candidates, the assignment may be filled by a contractor in accordance with this agreement.

A contractor's temporary assignment shall not exceed 24 months except by mutual agreement between the parties. The Company agrees to advise the Union in writing if an extension is necessary and provide reasons for the extension.

2. The number of contractors performing TEAM bargaining unit work shall not exceed 6% of the total bargaining unit, calculated on the basis of the bi-weekly dues report for TEAM.

Lost Union Dues

3. As compensation for lost Union dues, the Company shall remit monthly, the equivalent of one hour's salary calculated bi-weekly on the basis of the top step of **Salary Group 308**, Appendix C, for every contractor performing TEAM bargaining unit work.

Reporting Obligations

4. A list of contractors retained under this Letter of Understanding will be provided to TEAM on a monthly basis along with compensation for lost union dues amounts and shall contain the following information:
 - the total number of contractors;
 - the names of the contractors;
 - the position title which best matches the duties of the contractor;
 - **the start date of the contractor for a specific assignment;**
 - the expected duration of each contractor's work assignment;
 - the applicable Vice President group designation for each contractor;
 - the location of each contractor; and
 - the reason for each work assignment using contractors i.e. specialized skills, knowledge and expertise, project/program name, workload.

Remedies

5. While this Letter of Understanding is in force, TEAM will not grieve **the Company's** use of contractors to perform TEAM bargaining unit work. However, TEAM may grieve a breach of this Letter of Understanding.
6. If the number of contractors performing TEAM bargaining unit work exceeds the 6% cap, unless otherwise agreed to, the Company shall remit monthly, the equivalent of one hour's salary calculated bi-weekly on the basis of the top step of Salary Group 308, Appendix C, **plus \$60.00** for every contractor performing TEAM bargaining unit work.
7. If after six months, the number of contractors performing TEAM bargaining unit work continues to exceed the 6% cap, TEAM may, at its sole discretion, notify the Company that this Letter of Understanding has been terminated and grieve the use of contractors to perform TEAM bargaining unit work.

Special Projects

8. In exceptional circumstances caused by a large special project (such as the APEX project), the Company shall seek TEAM's concurrence to exceed the 6% cap for a defined period of time without triggering any of the remedial provisions herein. TEAM's concurrence shall not be unreasonably withheld.

No Automatic Renewal of This Agreement

9. This letter of Understanding is not a settlement of a grievance. It forms part of the Collective Agreement between TEAM and the Company and as such it comes into effect on ratification of the revised Collective Agreement and will expire concurrently with the Collective Agreement in accordance with the Canada Labour Code.

LETTER OF UNDERSTANDING LABOUR MANAGEMENT COMMITTEE

In the spirit of fostering a positive labour relations environment and for the purpose of maintaining effective communications, the Company and the Union shall meet for the purpose of discussing issues of mutual interest and concern. Unless circumstances dictate otherwise, these meetings will be convened on a quarterly basis. Meetings shall be attended by a Union committee to be comprised of not more than five (5) members. Both parties shall submit an agenda seven (7) calendar days prior to such meetings. The Company agrees to make available appropriate Senior Management representative to discuss the Union's issues and concerns.

Union committee members shall be allowed time off with pay to attend such meetings. The Union shall be responsible for all transportation, meals, accommodation and all other expenses for Union Committee members.

LETTER OF UNDERSTANDING OUTSOURCING

In the event the Company engages a third party to perform work presently being performed by bargaining unit members and where employees will no longer be offered work by the Company as a result thereof, affected employees may exercise any rights they may have under the terms of the Collective Agreement if they elect not to be an employee of the third party or are not offered continued employment with the third party.

LETTER OF UNDERSTANDING IT PROGRESSION OPPORTUNITIES

WHEREAS the Company has a desire to fill Software Specialist 2 (303IT) positions by way of the progression of Software Specialist 1s (302IT) and to fill Software Specialist 3 positions (304IT) by way of progression of Software Specialist 2s (303IT) and;

WHEREAS the parties agree that the method outlined below for filling Software Specialist 2 and Software Specialist 3 positions shall be an alternative to the posting process as outlined in Article 8 of the Collective Agreement.

Now therefore in consideration of the execution of this Agreement, the parties agree as follows:

1. Except to the extent as otherwise provided for in this Letter of Understanding, the terms and conditions of the present Collective Agreement shall apply to those employees affected by this Letter of Understanding.
2. When the Company determines that a Software Specialist 2 or Software Specialist 3 requirement exists, the **Information Technology Managers** shall meet to discuss the progression of individuals from within the Software Specialist 1 and Software Specialist 2 classifications. Individuals may identify themselves for consideration by submitting a written request through their Manager to the **Information Technology Managers Group**. The written request shall include specific documented examples of work-related performance and the results.
3. The criteria used as the basis to promote individuals shall be as follows:
 - Above average performance as a Software Specialist 1 or Software Specialist 2 over a period of two (2) years or more.
 - A demonstrated interest to accept the additional responsibility of a Software Specialist 2 or Software Specialist 3 and the opportunity to demonstrate the ability to successfully perform a Software Specialist 2 or Software Specialist 3 function.
 - Demonstrated technical leadership.
4. Individuals recommended for progression by the **Information Technology Managers Group** will be forwarded to the appropriate IT Director for final confirmation. The Company will advise all Software Specialist 1s of individuals promoted to Software Specialist 2 and all Software Specialist 2s of individuals promoted to Software Specialist 3 positions. Individuals who were not approved for progression shall be advised of the reasons by a member of the **Information Technology Managers Group**.
5. It is understood between the parties that the Company has the sole discretion to:
 - Determine the number of Software Specialist 2 and Software Specialist 3 positions to be filled.
 - Determine which individuals will be promoted based on the aforementioned criteria.
6. The Company agrees to consider all internal Software Specialist 1s for Software Specialist 2 positions and all internal Software Specialist 2s for Software Specialist 3 positions prior to considering external applicants.
7. Upon request of either party, the parties agree to meet to discuss matters of concern relating to the Letter of Understanding and implement, as necessary, changes as mutually agreed.
8. This Letter of Understanding shall continue in full force and effect unless terminated by either party. In the event that either party exercises its right to terminate this Letter of Understanding, it shall provide the other party with thirty (30) days prior written notice.

APPENDIX "A"
EXEMPT MANAGEMENT POSITIONS

Note For Informational Purposes Only: The *Appendix "A" list of "Management Exempt Positions"* dated June 2008 is the most recent version and is under review. The revised *Appendix "A" list of "Management Exempt Positions"* will be added to the current Collective Agreement once this process is complete.

Notes:

1. The Company shall notify the Union of Appendix "A" vacancies, title changes, incumbent changes or when an Appendix "A" position is filled.
2. Existing bargaining unit positions shall remain in-scope unless otherwise agreed to between the parties.
3. When an employee vacates an Appendix "A" position and returns to a bargaining unit position, the Company shall in accordance with Article 3 of the Collective Agreement deduct Union dues from the employee's salary.
4. In the event **the Company** creates a new position which it asserts should be added to Appendix A, TEAM shall be advised and will be provided with applicable information such as but not limited to: incumbent name, position title, primary duties, organizational unit, reporting relationships and the Company's rationale for claiming exempt status, to make a determination whether the new position should be exempt. Should TEAM concur with the exempt status, it will provide the Company with written confirmation. Should the parties not reach agreement with respect to the exempt status of the position in question, the matter will be referred to the Canada Industrial Relations Board for final resolution. It is understood that the position in question shall be treated as exempt while the issue is being adjudicated. In the event that the Canada Industrial Relations Board determines that the position in question falls within the scope of the bargaining unit, the Company shall reimburse the Union for past dues retroactive to the date the new position was created.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the _____ day of _____, 2020.

FOR Bell Canada

FOR TEAM

Doug Pelland
Director, IT Program Management

Misty Hughes-Newman
President, TEAM

Peter Andranastakis
Director, Network

Tobias Theobald
Bargaining Committee Member

Jeannine Robert
Senior Consultant, Labour Relations

Bryan Parker
Bargaining Committee Member

Don Rooney
Director Labour Relations

Veena Snowden
Bargaining Committee Member

Shawn Scarcello
Legal Counsel

Dave Sauer
IFPTE Representative