

COLLECTIVE AGREEMENT

BETWEEN

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

(CEP)

AND

BELL INFORMATION COMMUNICATIONS TECHNOLOGY

(Bell ICT)

CLERICAL AND ASSOCIATED EMPLOYEES



EFFECTIVE SEPTEMBER 29, 2011



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COLLECTIVE AGREEMENT

THIS AGREEMENT is made in duplicate this 29th day of September 2011
BETWEEN:

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

OF THE FIRST PART:

and

BELL Information Communications Technology (ICT), hereinafter called the "Company",

OF THE SECOND PART.

WHEREAS, by notice dated the 6th day of February, 2011 the Union requested Bell ICT to enter into negotiations with a view to the completion of a Collective Agreement, replacing the Collective Agreement dated the 1st day of June, 2006:

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

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

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

ARTICLE 1 APPLICATION

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

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

ARTICLE 2 DISCRIMINATION

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

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

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

ARTICLE 3 DEFINITIONS

3.01 For purposes of this Agreement,

(a) "Employee" means a person employed in Bell ICT, to do work in any of the occupations listed in Appendix A, but does not include a person who:

- (1) is employed in a confidential capacity in matters relating to labour relations, or
 - (2) is employed as an occasional employee, or
 - (3) exercises management functions
- .
- (b) “Regular Employee” means an employee whose employment is reasonably expected to continue longer than one (1) year, although such employment may be terminated earlier by action on the part of the Company or the employee.
 - (c) “Temporary Employee” means a Part-time employee who is engaged on the understanding that the period of employment is not expected to exceed three (3) years. The working conditions outlined in Appendix E apply to a Temporary employee with less than six (6) months of net credited service.
 - (d) “Full-time Employee” means an employee who is normally required to work the basic hours of work
 - (e) “Part-time Employee” means an employee who is normally required to work the basic hours of work.
 - (f) “Occasional Employee” means a person who is engaged on the understanding that the period of employment will not exceed 45 days worked in one (1) calendar year.
 - (g) “Probationary Employee” means an employee who has worked less than 130 days or who has less than 12 months of net credited service. When the first of these two (2) terms is completed, the employee will no longer be considered a probationary.
 - (h) “Connexe employee” means an employee who comes from an outsourcing initiative and for whom the working conditions are contained in the “Connexe Employee Status” Memorandum of agreement.
 - (i) “Basic Hours of Work” means the basic hours of work per day and the basic days of work per week as provided in Article 24 for Full-time employees.
 - (j) “Scheduled Work Week” means the scheduled tours of duty comprising the basic hours of work for the week.
 - (k) “Tour of Duty” means the period of time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day, and of which she has been advised in advance.

- (l) "Half Tour" means one-half (1/2) the duration of a tour of duty.
- (m) "Day Period" means the period of time between 6:00 A.M. and 7:00 P.M. on any day.
- (n) "Off-normal Period" means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day.
- (o) "Day Tour" means a tour of duty all of which falls within the Day Period.
- (p) "Off-normal Tour" means a tour of duty all or a portion of which falls within the Off-Normal Period.
- (q) "Representative" means an employee who has been elected to represent a group of employees, and whose election as such has been certified by the Union to Bell ICT.
- (r) "Headquarters" means a locality listed in Appendix B in or from which an employee normally works.

ARTICLE 4 **DEDUCTION OF REGULAR DUES**

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

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

4.03 The Company will cease making such deductions when an employee is assigned to a position not covered by an Agreement with the Union, with the exception of employees who are assigned to an acting or temporary management position.

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

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

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

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

ARTICLE 5 EMPLOYEE INFORMATION

Employee Information

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

Union Information

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

ARTICLE 6 NOTIFICATION TO UNION

6.01 Bell ICT agrees to supply at the end of each pay period, to designated Local Officers of the Union, the surname and first name on Company records, employment status, occupation, and reporting centre, of all employees, as well as the names of the Contribution Path (CP) 2, CP3 and CP4 managers and the organization code of the CP2 manger of each employee, within a district or equivalent operating unit of the Company.

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

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

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

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

ARTICLE 7 EMPLOYEE REPRESENTATIVES

7.01 The number of Representatives will not exceed 3% of the employees. The Union agrees to notify Bell ICT in writing of the name of each Representative and of the Bell ICT operating unit in which she acts as a Representative. A Representative shall not act as such during working time until the Company has been notified in writing of her election.

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

ARTICLE 8 TIME ALLOWANCE

8.01 Bell ICT agrees that:

- (a) An employee who has, or believes she has a grievance may confer with her Representative or with management during her scheduled working hours, without deduction of the time so occupied in the computation of the time worked for Bell ICT, and without deduction of wages in respect thereof; provided, however, that each employee must arrange with her immediate superior, subject to service requirements, for all time off the job required for the above purposes.
- (b) A Representative may discuss a grievance with a grievor or with management, or attend meetings with representatives of Bell ICT on behalf of the Union, during her scheduled working hours, without deduction of the time so occupied in the computation of the time worked for Bell ICT, and without deduction of wages in respect thereof; provided, however, that the Representative must arrange with her immediate superior, subject to service requirements, for all time off the job required for the above purposes.

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

(b) It is agreed that the total of all such pre-bargaining time off for all Local Representatives calculated together shall not exceed 60 days.

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

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

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

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

ARTICLE 9 MEETINGS

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

9.02 At such meetings, the number of persons shall not exceed four (4) for Bell ICT and four (4) for the Union. Any increase to the number of persons at the bargaining table shall be by mutual agreement between the parties.

ARTICLE 10 BARGAINING PROCEDURE

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

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

ARTICLE 11 EXPENSES

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

ARTICLE 12 MANAGEMENT RIGHTS

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

ARTICLE 13 HEALTH AND SAFETY

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

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

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

Health and Safety Committees

13.04 (a) The Health and Safety Steering Committee is composed of one (1) representative designated by the Union and one (1) representative of Bell ICT.

(b) The Health and Safety Committee will be responsible for establishing its own rules and procedures, as well as the rules and procedures of the Local Health and Safety Committees, their scope of responsibility, frequency of meetings and any other similar matter.

13.05 The Local Health and Safety Committees are composed in equal numbers of employees and managers of Bell ICT.

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

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

ARTICLE 14

LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSABILITIES

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

14.02 In addition, a Regular employee who has completed six (6) consecutive months of continuous employment with Bell ICT and who meets the conditions of eligibility contained in the applicable Bell ICT practices, shall receive a supplemental maternity allowance in accordance with these same practices.

ARTICLE 15 DISCIPLINE

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

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

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

ARTICLE 16 GRIEVANCES

16.01 (a) The parties to this Agreement are committed to promptly resolving any differences between the Union and the employees it represents and the immediate manager. The parties agree that the employee's Representative, or a Representative designated by the Union, and the manager of the employee should try to resolve the differences prior to a grievance being filed in accordance with the provisions of this Article. The employee concerned may attend this meeting, if she so desires.

(b) Grievances of an individual employee or groups of employees shall be handled by the Union at the request of the employee or employees, and shall be processed in accordance with Sections 16.04 to 16.10 inclusive. Each grievance shall be presented to Bell ICT within 42 calendar days from the occurrence on which such grievance is based.

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

16.03 The right of an individual employee or groups of employees to settle their grievances personally with Bell ICT management through the regular supervisory channels, up to and including the third level of management, or equivalent, is not restricted by this Agreement, except where such grievance is being handled, or has been handled, by the Union.

Process

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

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

Individual and Group Grievances

Grievance Committee, Step 1

16.05 Where a grievance is handled by the Union at the request of the employee(s), two (2) Representatives designated by the Union of the employee(s), and the employee if she so desires, shall attempt to settle the grievance with the second and third level of management and having jurisdiction over the grievor. The managers shall have fourteen (14) calendar days following the representation of the grievance in which to render a decision in writing. The managers shall sign the grievance and enter the date a decision was rendered.

Grievance Committee, Step 2

16.06 Where a grievance has not been settled at Step 1, it shall be submitted by the National Representative and a Representative designated by the Union to the person responsible of Industrial relations in Bell ICT and the Vice President of the group involved, within 21 calendar days of the disposition of the matter at Step 1. The management shall have 21 calendar days following the presentation of the grievance in which to render in writing all the motives of their decision.

Dismissal

16.07 In the case of a dismissal, the matter may be referred directly to Step 2 of the grievance procedure.

Policy grievances

16.08 If the interests of the Union as a party to this Agreement are affected by the Company's interpretation, administration, application or alleged violation of any provision of this Agreement, the Union may file a grievance directly to the Senior Director involved. Such grievance shall be identified as a Policy Grievance and shall be submitted by the Union Representative and signed on behalf of the Union. That manager shall have 21 calendar days following the presentation of the grievance in which to render a decision in writing to the Union.

16.09 If a Policy Grievance has not been settled as provided under the provisions of Section 16.08, it shall be submitted by a National Representative of the Union to the vice-president of the group or equivalent, and to the person responsible of Industrial relations within 42 calendar days of the decision under Section 16.09. The management shall have 21 calendar days following the presentation of the grievance in which to render a decision in writing to the Union.

Note: A Policy Grievance of broader application than a group may be signed and submitted by a National Representative of the Union directly to the vice-president of the group or equivalent and to the person responsible of Industrial relations.

16.10 Where a Policy Grievance has not been settled as provided under the provisions of Section 16.09, the grievance shall be processed in accordance with the provisions of Article 17.

16.11 The Company may file a grievance at Step 3 of the grievance procedure. Such grievance shall be filed by the person responsible of Industrial relations. For purposes of Company grievances, the provisions of Section 16.06 will be read and construed with necessary changes.

Time Limits

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

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

16.14 Time limits may be extended only by mutual consent, in writing and a formal email exchanged between both parties to that effect may be accepted as mutual consent.

ARTICLE 17 **ARBITRATION**

17.01 Wherever a difference relating to the interpretation, application, administration or alleged violation of this Agreement arises between the Union and Bell ICT, there shall be no stoppage of work and either party may, after exhausting the grievance procedure established by this Agreement, institute arbitration proceedings within 42 calendar days after the disposition of the matter by Bell ICT, in accordance with Section 16.06, but no later, in the manner set forth below, to have the difference in question determined. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration or alleged violation of this Agreement.

17.02 In the event that it becomes necessary to submit any matters to arbitration, the parties will endeavour in each instance to agree upon and appoint a single arbitrator within 10 calendar days after the service by either party upon the other of written notice to arbitrate. If the parties fail to agree upon the appointment of an arbitrator, application may be made by either party, on written notice to the other, to the Minister of Labour for Canada, to appoint as arbitrator a person knowledgeable and experienced in the interpretation of written Collective Agreements.

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

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

17.05 The parties shall each bear one-half (1/2) of the fees and expenses of the arbitrator and of any clerk or stenographer whom he may require. Except as aforesaid, each party shall bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits or otherwise.

17.06 The decision of the arbitrator shall be final and binding on the parties, but such decision shall not have retroactive effect prior to the date of the occurrence on which the grievance is based.

ARTICLE 18 FORCE ADJUSTMENT

18.01 Where any condition arises which reduces the work load to the extent that a general program of lay-offs or spreading the work is contemplated, Bell ICT shall endeavour to reach an agreement with the Union as to whether a plan of part-timing, lay-offs or a combination of the two (2) shall be put into effect.

18.02 In the event that an agreement as to a plan cannot be reached within a period of 20 days after the matter has been submitted to the Union, Bell ICT may proceed on a plan of part-timing to the extent it deems necessary.

18.03 It is expressly understood, however, that if Bell ICT proceeds on a plan of part-timing at the expiration of the 20 day period or later as prescribed in this Article, negotiations toward an agreement relating to a force adjustment plan shall be resumed at any time at the request of either party. Similarly, after agreement has been reached as to a plan of force adjustment, either party may resume negotiations at any time in an effort to obtain agreement upon modifications of the plan then in effect.

ARTICLE 19 TECHNOLOGICAL CHANGE

19.01 For the purposes of this Article, « technological change » will be defined as by Subsection 51(1) of division IV, part I of the Canada Labour Code. The Company agrees to consult with the Union in order to assist affected employees whose conditions of employment or employment security are impacted by any technological change. Such consultation shall be made through the Bargaining Committees within the shortest time frame possible following notification to one of the two (2) parties.

It is agreed that Sections 52, 54 and 55 of Division IV, part I of the Canada Labor Code shall not apply during the term of this Collective Agreement.

ARTICLE 20
RATES OF PAY

20.01 The parties agree that the EPCX of job evaluation affords an acceptable method for establishing the relative worth of Clerical and Associated occupations. Clerical and Associated occupations shall be evaluated by the Company in accordance with the EPCX Plan.

20.02 The basic rates of pay corresponding to the salary groups into which Clerical and Associated occupations listed in Appendix A are classified, are set forth in Appendix C. The basic rates of pay for Clerical and Associated occupations other than those listed in Appendix A shall be determined by the Company with the EPCX tool.

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

ARTICLE 21
WAGE ADMINISTRATION

Wage Increases

21.01 Except as otherwise provided in Appendix C of this Agreement, the time interval from one (1) step to the next on the salary groups shall be 12 months.

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

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

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

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

Promotional Pay Treatment

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

Temporary Work Assignments

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

Higher Rates of Pay

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

Pay Days

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

ARTICLE 22 DIFFERENTIAL AND PREMIUM PAY

Differential for Work in Off-Normal Period

22.01 (a) Where an employee is required to work an off-normal tour, she shall be paid a differential of 1,20 dollars for each hour, or part thereof, which falls within the off-normal period.

(b) Where an employee is required to work an off-normal tour, which falls, between 12:01 A.M. and 5:59 A.M. on any day, she shall be paid a differential of 1.80 dollars for each hour, or part thereof that she worked.

22.02 A differential shall not be paid for:

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

Premium Pay for Change in Tour of Duty

22.03 (a) If a full-time employee is given less than four (4) days notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half (1/2) time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the four (4) day notice requirement.

(b) If a Part-time employee is given less than one (1) day notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall be paid one-half (1/2) time extra for such tour of duty, but only for the number of days by which the notice given is short of the one (1) day notice requirement.

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

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

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

Premium Pay for Consecutive Saturdays Worked

22.06 An employee who is scheduled to work five (5) days per week, or ten (10) days over a two (2) week period, and who, at the direction of Bell ICT, works at least one-half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half (½) time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.

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

Sunday Premium Pay

22.08 The employee whose tour of duty may be scheduled according to a 7/24 schedule is entitled to the Sunday premium if;

- a) she works a minimum of 60 hours per pay period and,
- b) her schedule falls partially or entirely between 00:01am and 11:59pm Sunday and,
- c) she works her tour of duty the Saturday immediately preceding this said Sunday.

Any other employee whose schedule falls partially or entirely between 00:01am and 11:59pm on Sunday is entitled to the Sunday premium.

Sunday Premium Pay is one-half (1/2) time extra for the time worked in this period except where the employee has not been given 48 hours notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day.

22.09 This premium shall not be included in wage payments for paid absence from duty, or for any time for which an employee is receiving a rate of pay which, exclusive of the differentials provided in Section 22.10, is higher than her basic rate of pay.

Christmas Eve and New Year's Eve - Special Compensation

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

ARTICLE 23 SENIORITY

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

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

ARTICLE 24 HOURS OF WORK

Full-time Employees

24.01 The basic hours of work per day for a Full-time employee shall be 7 ½ hours.

24.02 (a) The basic hours of work per week for a Full-time employee shall be 37 ½ hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 75 hours.

(b) The aforementioned provisions may be modified after consultation with the union to implement schedules suited to the specific needs of Bell ICT employees working in a group that provides 7/24 service.

Part-time Employees

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

Arrangement and Assignment of Tours of Duty

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

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

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

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

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

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

Meal Period

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

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

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

24.10 A paid relief period of not more than 15 minutes shall be given to each employee according to the following provisions

- (a) Full-time employee – A paid relief period as close as possible to the middle of each half tour according to service requirements.
- (b) Part-time employee – A paid relief period for each tour of less than 5 ½ hours

or

A paid relief period as close as possible to the middle of each half tour according to service requirements, for each tour exceeding 5 ½ hours.

ARTICLE 25 OVERTIME

Overtime Payments, Full-time and Part-time Employees

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

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

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

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

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

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

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

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

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

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

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

Minutes Worked

Time Paid For

1 - 5	Nil
6 - 20	½ hr.
21 - 30	¾ hr.
31 - 40	1 hr.
41 - 50	1 ¼ hrs.
51 - 60	1 ½ hrs.
61 - 70	1 ¾ hrs.
71 - 80	2 hrs.
81 - 90	2 ¼ hrs.
91 - 100	2 ½ hrs.
etc.	etc.

and

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

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

25.07 The employee is entitled to a paid relief period of no more than 15 minutes within each period of three (3) overtime hours.

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

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

(c) If the amount to which an employee would be entitled under Subsection 25.08 (a) or (b) is less than 3¾ hours pay, she shall receive a payment of 3¾ hours pay.

25.09 Notwithstanding the above provisions of this Article, where the Company agrees to compensate an employee for overtime hours worked by permitting the employee time off from her scheduled hours of work, such time off shall be banked on the basis of one and one-half (1½) hours for each hour of overtime worked. When taken, such time off shall be paid at the employee's basic rate of pay. Any such compensating time off shall be subject to the limits and conditions determined by Bell ICT.

ARTICLE 26
HOLIDAYS

26.01 The following shall be recognized as Company holidays:

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

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

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

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

26.04 Where a Company holiday falls on a Sunday, the Monday immediately following shall be observed as the holiday.

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

26.06 Where a Company holiday falls on a Saturday, it shall be included in the employee's weekly schedule, or Bell ICT shall grant a paid holiday, pay for which is calculated according to Section 26.12, outside of the yearly vacation period at a date to be determined by Bell ICT.

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

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

Pay for Work on a Holiday

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

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

(b) In addition, she shall be paid time and one-half (1 ½) for the time worked between 00:01AM and 11:59PM of the holiday, except for Christmas Day and New Year's Day, where she shall be paid double time for the time worked between 00:01AM and 11:59PM of the holiday.

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

- (a) (i) shall be paid the greater of, not to exceed one-fifth (1/5) of the basic weekly rate of pay:

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

or

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

or

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

and in addition,

- (b) time and one-half (1 ½) for the time worked between 00:01AM and 11:59PM of the holiday, except for Christmas Day and New Year's Day where she shall be paid double time between 00:01AM and 11:59PM of the holiday.

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

26.11 Where an employee is required to work on a holiday Saturday which is not included in her scheduled work week, she shall be paid on an overtime basis for the hours worked, and the entitled to one (1) day of paid leave, as provided in Section 26.06.

Pay for Holiday not Worked

26.12 Where an employee is not required to work on a Company holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day, or if a Part-time employee, the greater of, not to exceed one-fifth (1/5) of the basic weekly rate of pay:

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

or

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

ARTICLE 27 DAYS OFF WITH PAY

27.01 In addition to the holidays provided in Section 26.01, each employee in the employ of Bell ICT on December 1st shall be granted two (2) days off with pay, on days determined by the Company, at her basic rate of pay for the day, or if a Part-time employee, the greater of, not to exceed one-fifth (1/5) of the basic weekly rate of pay:

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

or

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

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

(b) One (1) of these days off with pay shall be granted, subject to service requirements, on the first or last day of one (1) of the employee's scheduled work weeks, during the period from December 1st of the current year to November 30th of the following year;

27.03 Where an employee cannot be granted a day off with pay in accordance with the provisions of Section 27.02, she shall be paid on the pay following November 30th, in lieu of the time off, at her basic rate of pay, or if a Part-time employee, the greater of, not to exceed one-fifth (1/5) of the basic weekly rate of pay:

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

or

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

Personal Days Off With Pay

27.04 In addition to the days off with pay provided in Section 27.01, each Full-time employee with five (5) years or more of net credited service, will be granted four (4) days off with pay for personal needs, at her basic rate of pay for the day. These personal days off with pay will be granted between June 1st of the current year and May 31st of the following year.

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

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

ARTICLE 28 VACATIONS

NOTE:

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

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

Entitlement in Year of Engagement or Re-Engagement

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

For purposes of this Section:

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

Entitlement in Subsequent Years

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

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

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

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

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

(b) In addition to the vacation entitlement under the terms of the Subsection 28.03 (a), an employee who will complete 7 years NCS will be entitled to an additional 4 days vacation.

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

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

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

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

Note: For employees who have between 7 and 9 years of net credited service, each additional vacation day represents 10% for each month the employees accumulate 15 or more days of net credited service.

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

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

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

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

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

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

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

- a. in the year she is engaged or re-engaged, vacation pay shall not be less than 4% of her total earnings in the entire period of current service in the calendar year for which the vacation is given;
- b. in the years subsequent to her year of engagement or re-engagement, vacation pay shall not be less than 2% of her basic pay in the calendar year for which the vacation is given, for each week of vacation,

and in addition,

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

or

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

Pay in Lieu of Vacation

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

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

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

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

**Vacation Entitlement
Based on Employee's
Net Credited Service**

**Pay in Lieu of Vacation
Based on Total Basic
Pay for the Year
to which the
Vacation**

3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%

Note: for an employee who has between 7 and 9 years of net credited service, each additional vacation day represents 0.4% of the base salary

and in addition,

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

or

- (ii) if an employee has six (6) or more years net credited service she shall also receive 6% on any difference between her total earnings in the calendar year

for which the vacation is given and her basic pay for the calendar year.

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

**ARTICLE 29
SICKNESS ABSENCE**

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

29.01 An employee having six (6) months net credited service, or more, who is absent on account of sickness or quarantine, shall be paid for continuous absence prior to the eighth (8) full calendar day of such absence, as follows:

- (a) An employee with six (6) months but less than two (2) years net credited service shall be paid for that part of the absence in excess of four (4) consecutive half tours.
- (b) An employee with two (2) but less than four (4) years net credited service shall be paid for that part of the absence in excess of two (2) consecutive half tours.
- (c) In the determination of pay treatment in Subsections 29.01 (a) and (b), a return to work not exceeding two (2) half tours shall not be considered to have interrupted the continuity of the absence, nor the consecutiveness of the half tours of absence. However, for purposes of determining the eighth (8) full calendar day of absence, any return to work shall interrupt the continuity of an absence.
- (d) An employee with four (4) or more years net credited service shall be paid for the full absence.
- (e) An employee is not entitled to any pay or other benefit provided under this Article for any day in which she is in receipt of, or entitled to, any pay or other benefit under any other provision of this Agreement.

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

29.02 Upon the eighth (8) full calendar day of an absence covered under Section 29.01, such an absence shall be treated in accordance with applicable Company practices currently in effect, or as amended from time to time following notification to the Union.

**ARTICLE 30
BEREAVEMENT LEAVE**

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

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

- the spouse or common-law spouse of the employee's father or mother
- her brother, her sister
- her father-in-law or step father, mother in law or stepmother, the spouse or common law spouse of the aforementioned
- the father, mother or children of her common-law spouse or same-sex partner
- a dependant or other relative residing in the same permanent residence as does the employee.

30.03 Bell ICT may extend the periods of bereavement leave provided for in Sections 30.01 and 30.02 to a maximum of five (5) days with pay from her scheduled tours of duty that occur during the seven (7) days immediately following the day of death, when it is necessary for the employee to leave the city in which she is employed.

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

ARTICLE 31

TRAVEL AND EXPENSES

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

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

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

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

Transportation Expenses

31.05 Bell ICT shall pay the necessary transportation expenses incurred on the job within or between headquarters.

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

Board and Lodging

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

31.08 An employee who takes sick or meets with an accident while receiving board and lodging from Bell ICT, may be returned to her headquarters at Bell ICT's expenses.

ARTICLE 32 TRANSFERS

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

ARTICLE 33 WORKFORCE DIVERSITY

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

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

ARTICLE 34
COST OF LIVING ALLOWANCE

Not in Force for Term of Present Collective Agreement:

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

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

ARTICLE 35
BENEFITS

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

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

ARTICLE 36
VALIDITY OF AGREEMENT

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

ARTICLE 37
CANCELLATION OF PREVIOUS AGREEMENT

37.01 This Agreement, from its effective date, supersedes and cancels the Collective Agreement between the Company and the Union, applying to employees as defined in Article 3 and dated the 1st day of June 2006.

ARTICLE 38
DURATION OF THE AGREEMENT

38.01 This Agreement shall be effective October 14, 2011, except as otherwise herein provided, and shall remain in full force and effect up to and including May 31, 2014.

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

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

WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 29th day of September 2011.

**Bell Information Communications
Technology (ICT)**

Dominique Benoît
Lucie David
Guy Pleau

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

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

APPENDIX A

LIST OF CLERICAL AND ASSOCIATED OCCUPATIONS

Salary Group

Vacant

Salary Group 3

310 Associate, Administrative support

Salary Group 4

410 Associate, Help Desk
420 Associate, Management Centre
430 Associate, Finance

Salary Group 5

510 Associate, Request management
520 Associate, Projects
550 Associate, Point of Sales
560 Associate, Billing
570 Associate, Suppliers Coordination

Salary Group 6

610 Associate, Consulting
620 Associate, Applications Support
640 Associate, Site Coordinator
660 Associate, Voice Projects Coordination
690 Associate, Technological Equipment Purchasing

- * This is subject to the Memorandum of Agreement (MOA) for employees on a frozen rate of pay as per the conditions stated in the MOA.

APPENDIX B

LIST OF LOCALITIES

In Québec

Montréal

In Ontario

Toronto

APPENDIX C

RATES OF PAY

C1 – Wage Administration

C2 – Wages – Connexe Employees

C3 – Weekly, Hourly and Annual Basic Rates of Pay

APPENDIX C1

WAGE ADMINISTRATION

1. All Regular Full-Time employees are paid at weekly basic rates of pay (Appendix C3)

2. All Part-Time employees are paid at hourly basic rates of pay (Appendix C3)

3. Hourly basic rates of pay shall be used for the purpose of calculating overtime for both full-time and part-time employees. (Appendix C3)

4. Every twelve months, on the employee's seniority anniversary date, the employee's wages shall be subject to a progression increase in accordance with Section 21.03 of the Collective Agreement.

APPENDIX C2

Connexe, Salary Scale			
Step	Hourly	Scale	Houly
1	\$11.00	16****	\$20.78
2	\$11.66	17	\$21.44
3	\$12.30	18	\$22.09
4	\$12.96	19	\$22.74
5	\$13.60	20	\$23.40
6	\$14.27	21	\$24.05
7	\$14.92	22***	\$24.70
8	\$15.56	23	\$25.35
9	\$16.22	24	\$26.00
10	\$16.87	25	\$26.66
11	\$17.52	26**	\$27.31
12*****	\$18.17	27	\$27.96
13	\$18.83	28	\$28.62
14	\$19.49	29	\$29.26
15	\$20.13	30*	\$29.92

- ***** Maximum salary group 2
- **** Maximum salary group 3
- *** Maximum salary group 4
- ** Maximum salary group 5
- * Maximum salary group 6

**APPENDIX C3
WEEKLY, HOURLY AND ANNUAL BASIC RATES OF PAY**

June 1st, 2011 (1.5%)

June 1st, 2011 (1.5%)										
	Group 2		Group 3		Group 4		Group 5		Group 6	
Scale	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	\$418.31	\$11.15	\$511.18	\$13.63	\$585.78	\$15.62	\$668.38	\$17.82	\$697.31	\$18.59
2	\$473.88	\$12.64	\$571.70	\$15.25	\$667.62	\$17.80	\$762.01	\$20.32	\$785.61	\$20.95
3	\$529.83	\$14.13	\$632.22	\$16.86	\$747.93	\$19.94	\$853.36	\$22.76	\$873.92	\$23.30
4	\$585.78	\$15.62	\$692.74	\$18.47	\$822.53	\$21.93	\$938.62	\$25.03	\$962.22	\$25.66
5	\$641.35	\$17.10	\$753.26	\$20.09	\$888.38	\$23.69	\$1,013.99	\$27.04	\$1,050.53	\$28.01
6	\$697.31	\$18.59	\$813.40	\$21.69	\$951.94	\$25.39	\$1,057.38	\$28.20	\$1,138.83	\$30.37
Scale	Annual		Annual		Annual		Annual		Annual	
1	\$21,751.96		\$26,581.33		\$30,460.66		\$34,755.63		\$36,259.86	
2	\$24,416.66		\$29,728.34		\$34,716.05		\$39,624.59		\$40,851.72	
3	\$27,551.16		\$32,875.34		\$38,892.26		\$44,374.79		\$45,443.58	
4	\$30,460.66		\$36,022.35		\$42,771.59		\$48,808.31		\$50,035.44	
5	\$33,350.36		\$39,169.36		\$46,195.70		\$52,727.22		\$54,627.30	
6	\$36,259.86		\$42,296.57		\$49,501.04		\$54,983.57		\$59,219.16	

**APPENDIX C3
WEEKLY, HOURLY AND ANNUAL BASIC RATES OF PAY**

June 1st, 2012 (2.1%)

June 1st, 2012 (2.1%)										
	Group 2		Group 3		Group 4		Group 5		Group 6	
Scale	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	\$427.09	\$11.39	\$521.91	\$13.92	\$598.08	\$15.95	\$682.41	\$18.20	\$711.95	\$18.99
2	\$483.83	\$12.90	\$583.70	\$15.57	\$681.64	\$18.18	\$778.01	\$20.75	\$802.11	\$21.39
3	\$540.96	\$14.43	\$645.49	\$17.21	\$763.63	\$20.36	\$871.28	\$23.23	\$892.27	\$23.79
4	\$598.08	\$15.95	\$707.28	\$18.86	\$839.80	\$22.39	\$958.33	\$25.56	\$982.43	\$26.20
5	\$654.82	\$17.46	\$769.08	\$20.51	\$907.03	\$24.19	\$1,035.28	\$27.61	\$1,072.59	\$28.60
6	\$711.95	\$18.99	\$830.48	\$22.15	\$971.93	\$25.92	\$1,079.58	\$28.79	\$1,162.75	\$31.01
Scale	Annual		Annual		Annual		Annual		Annual	
1	\$22,208.75		\$27,139.54		\$31,100.33		\$35,485.50		\$37,021.32	
2	\$25,159.14		\$30,352.63		\$35,445.08		\$40,456.70		\$41,709.61	
3	\$28,129.73		\$33,565.72		\$39,709.00		\$45,306.66		\$46,397.90	
4	\$31,100.33		\$36,778.82		\$43,669.80		\$49,833.28		\$51,086.18	
5	\$34,050.72		\$39,991.91		\$47,165.80		\$53,834.49		\$55,774.47	
6	\$37,021.32		\$43,184.80		\$50,540.56		\$56,138.22		\$60,462.76	

**APPENDIX C3
WEEKLY, HOURLY AND ANNUAL BASIC RATES OF PAY**

June 1st, 2013 (2.1%)

June 1st, 2013 (2.1%)										
	Group 2		Group 3		Group 4		Group 5		Group 6	
Scale	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
1	\$436.06	\$11.63	\$532.87	\$14.21	\$610.64	\$16.28	\$696.74	\$18.58	\$726.90	\$19.38
2	\$493.99	\$13.17	\$595.96	\$15.89	\$695.95	\$18.56	\$794.35	\$21.18	\$818.95	\$21.84
3	\$552.32	\$14.73	\$659.05	\$17.57	\$779.67	\$20.79	\$889.58	\$23.72	\$911.00	\$24.29
4	\$610.64	\$16.28	\$722.14	\$19.26	\$857.44	\$22.87	\$978.46	\$26.09	\$1 003.06	\$26.75
5	\$668.57	\$17.83	\$785.23	\$20.94	\$926.08	\$24.70	\$1 057.02	\$28.19	\$1 095.11	\$29.20
6	\$726.90	\$19.38	\$847.92	\$22.61	\$992.34	\$26.46	\$1 102.25	\$29.39	\$1 187.16	\$31.66
Scale	Annual		Annual		Annual		Annual		Annual	
1	\$22 675.13		\$27 709.47		\$31 753.44		\$36 230.69		\$37 798.76	
2	\$25 687.48		\$30 990.04		\$36 189.43		\$41 306.29		\$42 585.51	
3	\$28 720.46		\$34 270.60		\$40 542.89		\$46 258.10		\$47 372.25	
4	\$31 753.44		\$37 551.17		\$44 586.86		\$50 879.78		\$52 158.99	
5	\$34 765.79		\$40 831.74		\$48 156.29		\$54 965.02		\$56 945.74	
6	\$37 798.76		\$44 091.68		\$51 601.92		\$57 317.12		\$61 732.48	

APPENDIX D

PERFORMANCE REMUNERATION PROGRAM (PRP)

The Performance Remuneration Program acknowledges employees' contribution to the Company's overall performance based on three criteria: Bell ICT's financial results and customer satisfaction for 80% of the premium, as well as the employee's individual contribution as assessed by Performance Management program, for 20% of the premium.

Compensation under the Performance Remuneration Program for achieving target results will be 6% of basic rates of pay for the years 2011, 2012, 2013 and 2014.

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

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES

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

1) Overtime

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

2) Holidays

- Pay for one holiday if the employee worked a minimum of 15 days in the 30 days immediately prior to the holiday.

3) Differentials and Premiums

- Payment of differentials and premiums is not applicable.

4) Sickness Absence

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

5) Bereavement Leave

- For employees with less than three (3) consecutive months of continuous employment, entitlement to unpaid bereavement leave on any normal working days that occur during the three (3) days immediately following the day of the death of an immediate family member.
- For employees with three (3) consecutive months or more of continuous employment, entitlement to paid bereavement leave on any normal working days that occur during the three (3) days immediately following the day of the death of an immediate family member.
- Immediate family is defined as spouse, father, mother, spouse of father or mother, child, brother, sister, father-in-law or step-father, mother-in-law or step-mother, spouse's child, or any relative of the employee who resides with the employee on a permanent basis, or with whom the employee resides on a permanent basis.
- The term "spouse" includes common-law partner and same-sex partner.

APPENDIX E

WORKING CONDITIONS FOR NEW TEMPORARY EMPLOYEES (cont'd)

6) Termination Notice

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

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COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

MEMORANDUM OF AGREEMENT BETWEEN:

BELL ICT

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

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

Approval

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

Compressed Work Week Schedule and Number of Weeks in Averaging Period

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

- 1) For full-time employees:
 - a) an averaging period of two (2) weeks totalling 75 hours; or
 - b) an averaging period of four (4) weeks totalling 150 hours;

and

2) For Part-time employees:

- a) an averaging period of two (2) weeks totalling less than 75 hours but more than 7.5 hours per day; or
- b) an averaging period of four (4) weeks totalling less than 150 hours but more than 7.5 hours per day

Implementation of compressed work week schedules and related averaging of hours of work allow Bell ICT to ensure optimal allocation of resources to effectively respond to unforeseen, as well as regular fluctuations in customer demands. The number of weeks in the averaging periods for the purpose of the compressed work week as described above are used because they best meet Bell ICT's operations, business requirements and customers' needs as well as employees' needs.

Working Conditions

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

Duration

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

Right to Discontinue

Bell ICT, at its discretion and at any time, may discontinue any compressed work week schedule implemented under the terms of this Memorandum of Agreement. Prior to discontinuing the compressed work week, the union representative will be advised of the reasons of the decision by the Senior Director.

COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

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

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p>DEFINITIONS – ARTICLE 3</p> <p>3.01 (l) "Day Period" means the period of time between 6:00 A.M. and 7:00 P.M. on any day.</p> <p>3.01 (m) "Off-Normal Period" means the period of time between 7:00 P.M. of one day and 6:00 A.M. of the following day.</p>	<p>"Day Period" means the period of time between 6:00 A.M. and 9:00 P.M. on any day.</p> <p>"Off-Normal Period" means the period of time between 9:00 P.M. of one day and 6:00 A.M. of the following day.</p>
<p>DIFFERENTIAL AND PREMIUM PAY ARTICLE 22</p> <p>Premium Pay for Change in Tour of Duty</p> <p>22.03 (a) If a full-time employee is given less than four (4) days notice of a change in her tour of duty, she shall, except as otherwise provided in Sections 22.04 and 22.05, be paid one-half (1/2) time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the four (4) day notice requirement.</p> <p>(b) If a Part-time employee is given less than one (1) day notice of a requirement to work a tour of duty in addition to her scheduled work week, she shall be paid one-half (1/2) time extra for such tour of duty, but only for the number of days by which the notice given is short of the one (1) day notice requirement.</p>	<p>Status quo.</p> <p>Note: This provision applies solely during the compressed work week, not at the point of transition between the regular work week and compressed work week, or vice versa</p> <p>Status quo.</p> <p>Note: This provision applies solely during the compressed work week, not at the point of transition between the regular work week and compressed work week, or vice versa</p>

COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p>DIFFERENTIAL AND PREMIUM PAY- ARTICLE 22 (cont'd)</p> <p>Premium Pay for Consecutive Saturdays Worked</p> <p>22.06 An employee who is scheduled to work five (5) days per week or ten (10) days over a two (2) week period, and who, at the direction of the Company, works at least one half day (3 ¾ hours) on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half (1/2) time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.</p>	<p>An employee whose schedule is at least 60 hours per pay period and who is scheduled to work at least one-half (1/2) day on each of successive Saturdays, shall, except as otherwise provided in Section 22.07, be paid one-half (1/2) time extra for the time worked between midnight Friday and midnight Saturday on the second and subsequent consecutive Saturdays so worked.</p> <p>Note: A half-day equals half the hours scheduled for that day according to the schedule selected.</p>
<p>Sunday Premium</p> <p>22.08 The employee whose tour of duty may be scheduled according to a 7/24 schedule is entitled to the Sunday premium if;</p> <ul style="list-style-type: none"> a) she works a minimum of 60 hours per pay period and, b) her schedule falls partially or entirely between 00:01am and 11:59pm Sunday and, c) she works her tour of duty the Saturday immediately preceding this said Sunday. <p>Any other employee whose schedule falls partially or entirely between 00:01am and 11:59pm on Sunday is entitled to the Sunday premium.</p> <p>Sunday Premium Pay is one-half (1/2) time extra for the time worked in this period except where the employee has not been given 48 hours notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day.</p>	<p>The employee whose compressed workweek may be scheduled according to a 7/24 schedule is entitled to the Sunday premium if;</p> <ul style="list-style-type: none"> (a) she works a minimum of 60 hours per pay period and, (b) her schedule falls partially or entirely between 00:01am and 11:59pm Sunday and, (c) she works her tour of duty according to the chosen compressed workweek the Saturday immediately preceding this said Sunday. <p>Any other employee whose chosen compressed workweek falls partially or entirely between 00:01am and 11:59pm on Sunday is entitled to the Sunday premium.</p> <p>Sunday Premium Pay is one-half (1/2) time extra for the time worked in this period except where the employee has not been given 48 hours notice of such work she shall be paid double time for all time worked up to the basic hours of work for that day.</p>

COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p>HOURS OF WORK - ARTICLE 24</p> <p>Full-time Employees</p> <p>24.01 The basic hours of work per day for a Full-time employee shall be 7 ½ hours.</p> <p>24.02 The basic hours of work per week for a Full-time employee shall be 37 ½ hours on the basis of a five (5) day week. However, the basic hours of work may be averaged over a two-week (2) period on the basis of ten (10) days totalling 75 hours.</p>	<p>The basic hours of work per day for a Full-time employee are established according to the schedule selected.</p> <p>The number of basic hours of work per two (2) week period for a full-time employee is 75 hours, based on a period of less than ten (10) days for a two (2) week period, or 150 hours in less than 20 days for a four (4) week period.</p>
<p>Part-time Employees</p> <p>24.03 The hours of work for employees who are scheduled to work for less than the basic hours shall be determined by Bell ICT.</p>	<p>The basic hours for Part-time employees constitute in:</p> <p>(a) an averaging period of two (2) weeks totalling less than 75 hours but more than 7.5 hours per day; or</p> <p>(b) an averaging period of four (4) weeks totalling less than 150 hours but more than 7.5 hours per day.</p>
<p>OVERTIME - ARTICLE 25</p> <p>Overtime Payments, Full-time and Part-time Employees</p> <p>25.01 For a Full-time employee overtime means the time worked:</p> <p>(a) in addition to 7 ½ hours of work on any day, or</p> <p>(b) on a day outside her scheduled work week.</p>	<p>For a Full-time employee overtime means the time worked:</p> <p>(a) In addition to the basic work hours assigned for that day according to the established work schedule, depending on the schedule selected, or</p> <p>(b) on a day outside her scheduled work weeks.</p>

COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p>25.03 A Part-time employee shall be paid on a straight time basis for all time worked:</p> <p>(a) on any given day, until she has worked the basic hours of work per day (7 ½ hours), or</p> <p>(b) in any given week, until she has worked the basic hours of work scheduled per week (37 ½ hours).</p> <p>Time worked in excess of the basic hours of work specified above shall be paid on an overtime basis.</p>	<p>A Part-time employee shall be paid on a straight time basis for all time worked:</p> <p>(a) on any given day, until she has worked the basic hours of work assigned for that day, according to the established schedule, or</p> <p>(b) in any given compressed work week, until she has worked 75 hours in a 2 weeks period or 150 hours in a 4 weeks period.</p> <p>Time worked in excess of the basic hours of work specified above shall be paid on an overtime basis.</p>
<p>25.04 For a Part-time employee payment for overtime worked shall be made:</p> <p>(a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked, or</p> <p>(b) at the employee's hourly rate multiplied by two (2) times the hours worked for overtime worked in excess of four (4) hours in one (1) week, provided the employee has worked the basic hours of work for that week.</p> <p>HOLIDAYS – ARTICLE 26</p> <p>Pay for Work on a Holiday</p> <p>26.08 (a) Where a Full-time employee is required to work on a Bell ICT holiday which is included in her scheduled work week, she</p> <p>(i) shall be paid at her basic rate of pay for that day, or</p> <p>(ii) may be granted a holiday with pay at a time convenient to the employee and Bell ICT, provided the employee works her basic hours for the day.</p>	<p>For a Part-time employee payment for overtime worked shall be made:</p> <p>(a) at the employee's hourly rate multiplied by one and one-half (1 ½) times the hours worked, or</p> <p>(b) at the employee's hourly rate multiplied by two (2) times the hours worked for overtime worked in excess of four (4) hours in one (1) week, provided the employee has worked 75 hours in a 2 weeks period or 150 hours in a 4 weeks period.</p>

COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p>HOLIDAYS – ARTICLE 26 (Cont'd)</p> <p>26.09 Where a Part-time employee is required to work on a Company holiday which is included in her scheduled work week, she:</p> <p>(a) (i) shall be paid the greater of, not to exceed one-fifth (1/5) of the basic weekly rate of pay:</p> <p style="padding-left: 40px;">10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;</p> <p style="padding-left: 80px;">or</p> <p style="padding-left: 40px;">5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday;</p> <p style="padding-left: 80px;">or</p> <p>(ii) may be granted a holiday with pay at a time convenient to the employee and Bell ICT;</p> <p style="padding-left: 40px;">and in addition,</p> <p>(b) time and one-half (1 ½) for the time worked between midnight of the day preceding and midnight of the holiday, except for Christmas Day and New Year's Day where she shall be paid double time between midnight of the day preceding and midnight of the holiday.</p>	<p>It is understood that should there no longer be a maximum value of 7.5 hours for holidays and days off with pay due to labour legislation, the number of personal days off with pay under Sections 27.04 - 27.06 will be adjusted to ensure that employees on a compressed work week are not granted more hours off than employees on a regular work week.</p> <p>Where a Part-time employee is required to work on a Company holiday which is included in her scheduled work week, she:</p> <p>(a) (i) shall be paid the greater of, not to exceed one-fifth (1/5) of the basic weekly rate of pay:</p> <p style="padding-left: 40px;">10% of her earnings, excluding overtime and differential payments, for the pay period immediately preceding the holiday;</p> <p style="padding-left: 80px;">or</p> <p style="padding-left: 40px;">5% of her earnings, excluding overtime and differential payments, for the two (2) pay periods immediately preceding the holiday;</p> <p style="padding-left: 80px;">or</p> <p>(ii) may be granted a holiday of 7, 5 hours with pay at a time convenient to the employee and Bell ICT;</p> <p style="padding-left: 40px;">and in addition,</p> <p>(b) time and one-half (1 ½) for the time worked between 00:01AM and 11:59PM of the holiday, except for Christmas Day and New Year's Day where she shall be paid double time between 00:01AM and 11:59PM of the holiday.</p>

COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION
<p>HOLIDAYS – ARTICLE 26 Cont’d</p> <p>Pay for Holiday not Worked</p> <p>26.11 Where an employee is not required to work on a Bell ICT holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day.</p> <p>DAYS OFF WITH PAY - ARTICLE 27</p> <p>27.01 In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay, on days determined by Bell ICT, at her basic rate of pay for the day.</p> <p>Personal Days Off With Pay</p> <p>27.04 - 27.06</p>	<p>Where an employee is not required to work on a Bell ICT holiday which is included in her scheduled work week, she shall be granted the day off with pay, at her basic rate of pay for that day at 7.5 hours.</p> <p>In addition to the holidays provided in Section 26.01, each employee in the employ of the Company on December 1st shall be granted two (2) days off with pay at 7.5 hours each, on days determined by Bell ICT, at her basic rate of pay for the day.</p> <p>Under these Sections, eligible employees will be granted 30 hours of personal time off with pay for personal needs, half of which can be used for emergencies during the applicable prescribed period.</p> <p>It is understood that should there no longer be a maximum value of 7.5 hours for holidays and days off with pay due to labour legislation, the number of personal days off with pay will be adjusted to ensure that employees on a compressed work week are not granted more hours off than employees on a regular work week.</p>

COMPRESSED WORK WEEK AND AVERAGING OF HOURS OF WORK

COLLECTIVE AGREEMENT PROVISION	COMPRESSED WORK WEEK APPLICATION										
<p>VACATIONS - ARTICLE 28</p> <p>28.03 (a) An employee, in the years subsequent to her year of engagement or re-engagement, shall first become entitled to a vacation with pay in accordance with the table below, in the year in which she is to complete the required number of years of service. The same entitlement applies to each subsequent year, until a higher entitlement is attained as indicated in the table below:</p> <table border="0"> <thead> <tr> <th data-bbox="188 747 380 806"><u>Net Credited Service</u></th> <th data-bbox="509 747 634 806"><u>Weeks of Vacation</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="228 842 253 867">1</td> <td data-bbox="570 842 594 867">3*</td> </tr> <tr> <td data-bbox="228 873 253 898">10</td> <td data-bbox="570 873 594 898">4**</td> </tr> <tr> <td data-bbox="228 905 253 930">18</td> <td data-bbox="570 905 594 930">5***</td> </tr> <tr> <td data-bbox="228 936 253 961">25</td> <td data-bbox="570 936 594 961">6</td> </tr> </tbody> </table> <p>* Up to two (2) weeks may be granted in the period June through September.</p> <p>** Up to three (3) weeks may be granted in the period June through September.</p> <p>*** Up to four (4) weeks may be granted in the period June through September.</p> <p>(c) In addition to the vacation entitlement under the terms of the Subsection 28.03 (a), the employee who will complete 7 years NCS will be entitled to an additional 4 days`.</p> <p>28.07 Where a Bell ICT holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Bell ICT.</p>	<u>Net Credited Service</u>	<u>Weeks of Vacation</u>	1	3*	10	4**	18	5***	25	6	<p>Vacation entitlement will be converted to hours. Hours of vacation are deducted depending on the hours of the chosen option for each day of vacation taken during the period where the employee is on a compressed work week schedule.</p> <p>Where a Bell ICT holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay at 7.5 hours, at a time convenient to the employee and the Bell ICT.</p>
<u>Net Credited Service</u>	<u>Weeks of Vacation</u>										
1	3*										
10	4**										
18	5***										
25	6										

General

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

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

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

Signed at Montreal this 29th day of September 2011.

Dominique Benoit
Lucie David
Guy Pleau

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

For Bell ICT

For the Union

“CONNEXE” EMPLOYEE STATUS

MEMORANDUM OF AGREEMENT BETWEEN:

BELL ICT

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

This confirms the agreement reached with respect to the specifics of “Connexe” employee status in the Bell ICT Collective Agreement.

“CONNEXE” EMPLOYEE

Notwithstanding the conditions set out in the Collective Agreement, the following specific conditions apply to “Connexe” Employees.

Definition

The term “Connexe Employee” means an employee hired for a period:

- normally not in excess of 36 months,
but
- for an outsourcing contract between Bell ICT and one of its clients, for the duration of the outsourcing contract, if the employee is among this client’s outsourced resources.

Rates of Pay

- The parties agree that the Bell ICT job evaluation program (EPCX) does not apply to “Connexe” Employees.
- The salary scale for “Connexe” employees is attached to this memorandum as Attachment A.

Wage Administration

- “Connexe” employees shall, each year, upon her seniority anniversary date, receive a statutory progression of one step on the “Connexe” employee’s salary scale.
- The abovementioned statutory progression shall continue each year until such time as the employee reaches the highest salary step in her salary class in the “Connexe” employees’ salary scale.

Exception:

The “Connexe” employee is eligible for the sums set out in Attachment B of the WORKFORCE ADJUSTMENT PLAN memorandum of agreement, but not to the provisions of Appendix A of that memorandum.

Reclassification:

In the performance of an outsourcing contract between Bell ICT and one of its clients, any resource outsourced at Bell ICT with the status of “Connexe” employee may be reclassified, without limitations, as regular full-time or regular part-time within twenty-four (24) months following outsourcing.

Information:

When employees are outsourced at Bell ICT, Bell ICT will provide CEP with a list containing the following information:

1. The employee’s name
2. The employee’s seniority date
3. The employee’s salary group
4. The employee’s salary step on the “Connexe” employees salary scale

General:

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

Signed at Montreal this 29th day of September 2011.

Dominique Benoit
Lucie David
Guy Pleau

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

For Bell ICT

For the Union

LUMP SUM TREATMENT

MEMORANDUM OF AGREEMENT BETWEEN:

BELL ICT

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

The above parties have agreed to the following provision, which will be applicable to employees covered by the Memorandum of Agreement for wage protected employees covered by the Clerical and Associated Employees' bargaining unit:

- **A LUMP SUM PAYMENT WILL BE PAYABLE ACCORDING TO THE FOLLOWING:**
- For 2011, all employees covered by the Memorandum of Agreement for Wage Protected Employees who were on the payroll of the Company on the date of the signing of the Collective Agreement and were at scale 6 on May 31st 2011 shall receive a lump sum payment of \$500.00. This lump sum will be payable on November 11, 2011.
- For 2012, all employees covered by the Memorandum of Agreement " for Wage Protected Employees " who were on scale 6 on June 1st 2012 shall receive a lump sum payment of \$500.00. This lump sum will be payable on June 8, 2012.

It is also agreed by the parties that the treatment of the lump sum payment will be revised and adjusted at the time of the Clerical and Associated Collective Agreement renewal of Bell Canada scheduled for 2013.

General

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

Signed at Montreal this 29th day of September 2011.

Dominique Benoit
Lucie David
Guy Pleau

For Bell ICT

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

For the Union

ON-CALL PREMIUM

MEMORANDUM OF AGREEMENT BETWEEN:

BELL ICT

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

This memorandum confirms our agreement respecting the implementation of an on-call premium for Clerical and Associated Employees

General policy:

Bell ICT shall strive to create a working environment that maintains the balance between family and working life, while ensuring that it responds to the business needs of a company that include both routine office activities and continuous 24/7 operation of a call centre.

Responsibility:

The immediate manager of the employee who is eligible for an on-call premium is responsible for ensuring compliance with this memorandum of agreement.

Entitlement:

Entitled to an on-call premium are non-management employees represented by CEP whose duties require them to be available to resolve work-related situations or issues when they are not on the work site and outside their work schedule. Such employees must usually be equipped with a pager at Bell ICT's expense, remain in the city in which they work for a predetermined period, and be available to respond to work-related calls.

On-call premium amount:

Employees assigned to an on-call period will receive the following compensation:

On-call period	Time Paid For
From 0.1 to 24 continuous hours:	1.25 hours at the basic rate of pay per continuous on-call period.
Calls: (maximum of 20 cumulative minutes)	
(if over 20 cumulative minutes)	Calls lasting a total of 20 minutes or less are included in the basic on-call premium.

Return to work:

If the total duration of calls exceeds 20 minutes, the time in excess of 20 minutes must be paid for under the provisions of Article 25 of the Collective Agreement.

If the employee is recalled to work during the on-call period, the provisions of Article 25 apply.

NOTE: The basic rates of hourly pay are provided in Appendix C3 of the Collective Agreement.

Selection of employees

Employees are selected in view of an on-call request, when needed, by the hierarchical superior of the group involved from among volunteer employees from this unit.

Signed at Montreal this 29th day of September 2011.

Dominique Benoit
Lucie David
Guy Pleau

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

For Bell ICT

For the Union

Calculation Examples:

Employee A is required to be on-call from 6 P.M. Monday to 8 A.M. Tuesday, and receives two (2) calls totally 10 minutes. The on-call period is 14 hours. Employee A will receive a payment of 1.25 hours at the basic rate of pay. This payment includes the on-call premium for a period of 0 to 24 hours, as well as the time for telephone calls lasting a total of 20 minutes during this same period.

Employee B is required to be on-call from 8 P.M. Friday to 8 A.M. the following Sunday, and she receives three (3) calls lasting a total of 30 minutes during the same 24 hours period, i.e. between 6 P.M. on Friday to 6 P.M. on Saturday. The on-call period is 38 hours. Employee B will receive a payment of 2.5 hours at the basic rate of pay. This payment includes the on-call premium for two (2) periods of 0 to 24 hours, as well as the time for telephone calls lasting a total of 20 minutes for each 24 hour period. The 10 additional minutes in excess of the 20 minutes in total of telephone calls received during the first 24-hour period will be paid for according to the provisions of Article 25 of the Collective Agreement.

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

This memorandum confirms our agreement respecting the split shift for teleworking for Clerical and Associated Employees. Implementation and participation in this agreement shall be determined by each business unit according to business needs.

Entitlement

The split shift applies only to employees in the Clerical and Associated Employees unit who are teleworking.

Participants shall be selected from among Regular employees who are eligible for teleworking and volunteer to work half-tours.

It is agreed that participation in split shifts while teleworking may be cancelled by the business unit or employee upon notice of two (2) weeks.

Working Conditions

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

Schedules for split shifts for teleworking as well as the intervals between split shifts shall be determined by the Joint CEP-Bell ICT committee. However, the length of the interval between the two (2) split shifts shall not exceed five (5) hours. Each committee shall have the flexibility of offering teleworking employees schedules that alternate between split shifts and regular schedules.

Administration of the Split Shift Program for Teleworking

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

General

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

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

Signed at Montreal this 29th day of September 2011.

Dominique Benoit
Lucie David
Guy Pleau

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

For Bell ICT

For the Union

TREATMENT FOR WAGE PROTECTED EMPLOYEES

MEMORANDUM OF AGREEMENT BETWEEN:

BELL ICT

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

This is to confirm our agreement with respect to the salary treatment of employees assigned to profiles 310, 410, 430, 510, 560, 640 and 660 who may continue to benefit from wage protection for the duration of the Collective Agreement and who will be subject to the below pay scales..

In accordance with the principles agreed to during negotiations for the renewal of the Clerical and Associated Employees Collective Agreement, some employees could benefit from wage protection for a certain period of time or for the duration of the Collective Agreement as per their particular circumstances.

- Notwithstanding Appendix A and the wage scales contained in Appendix C3 of the Collective Agreement, this Memorandum of Agreement is applicable to the following occupations:
 - Associate, Administrative support (Profile 310)
 - Associate, Help desk (Profile 410)
 - Associate, Finance (Profile 430)
 - Associate, Request management (Profile 510)
 - Associate, Billing (Profile 560)
 - Associate, Site Coordinator (Profile 640)
 - Associate, Voice Projects coordination (Profile 660)

- On the date of the signature of the Collective Agreement, the salary of employees assigned to the above occupations on May 31, 2011, will be granted the closest higher hourly rate in the grid applicable to her position, as indicated below.

- If the base salary rate of the employee, as assigned on May 31, 2011, is superior to the base salary rate of the applicable grid for that occupation ,the base salary rate of the employee on that date will be frozen for the duration of the Collective Agreement,.

- In the event that the employee's base salary rate as of May 31, 2011 was to become inferior to the base salary rate of the grid applicable to that position, the employee will be granted the closest higher rate in that grid.
- The interval from one (1) step to the next shall be twelve months.

It is agreed by the parties that the salary treatment may be reviewed and adjusted, if required, at the time of the renewal of the Collective Agreement for the Clerical and Associated Employees of Bell Canada in 2013. It is also agreed that for eligible employees, a salary increase will be granted that is equivalent to that given to Bell Canada employees, up to a maximum of 2,1%.

Grid A

Associate, Administrative Support (310)
Associate, Finance (430)

2011			
Scale	Hourly	Weekly	Annual
1	\$13.43	\$503.63	\$26 188.70
2	\$15.02	\$563.25	\$29 289.00
3	\$16.61	\$622.88	\$32 389.70
4	\$18.20	\$682.50	\$35 490.00
5	\$19.79	\$742.13	\$38 590.70
6	\$20.17	\$756.26	\$39 325.46

2012			
Scale	Hourly	Weekly	Annual
1	\$13.71	\$514.20	\$26 738.46
2	\$15.34	\$575.08	\$29 904.07
3	\$16.96	\$635.96	\$33 069.68
4	\$18.58	\$696.83	\$36.235.29
5	\$20.21	\$757.71	\$39 400.90
6	\$20.59	\$772.26	\$40 157.46

Grid B

Associate, Help Desk (410)

2011			
Scale	Hourly	Weekly	Annual
1	\$15.39	\$577.13	\$30 010.50
2	\$17.54	\$657.75	\$34 203.00
3	\$19.65	\$736.88	\$38 317.50
4	\$20.46	\$767.37	\$39 903.24
5	\$21.61	\$810.38	\$42 139.50
6	\$22.90	\$858.63	\$44 648.76

2012			
Scale	Hourly	Weekly	Annual
1	\$15.71	\$589.24	\$30 640.72
2	\$17.91	\$671.56	\$34 921.26
3	\$20.06	\$752.35	\$39 122.17
4	\$20.89	\$783.36	\$40 734.84
5	\$22.06	\$827.39	\$43 024.43
6	\$23.38	\$876.78	\$45 592.76

Grid C

Associate, Request management (510)

Associate, Billing (560)

Associate, Site Coordinator (640)

2011			
Scale	Hourly	Weekly	Annual
1	\$17.56	\$658.50	\$34 242.00
2	\$20.02	\$750.75	\$39 039.00
3	\$22.42	\$840.75	\$43 719.00
4	\$24.66	\$924.75	\$48 087.00
5	\$25.70	\$963.75	\$50 115.00
6	\$26.52	\$994.33	\$51 705.03

2012			
Scale	Hourly	Weekly	Annual
1	\$17.93	\$672.33	\$34 961.08
2	\$20.44	\$766.52	\$39 858.82
3	\$22.89	\$858.41	\$44 637.10
4	\$25.18	\$944.17	\$49 096.83
5	\$26.24	\$983.99	\$51 167.42
6	\$27.08	\$1015.38	\$52 799.99

Grid D

Associate, Voice Projects Coordination (660)

2011			
Scale	Hourly	Weekly	Annual
1	\$18.32	\$687.00	\$35 724.00
2	\$20.64	\$774.00	\$40 248.00
3	\$22.96	\$861.00	\$44 772.00
4	\$25.28	\$948.00	\$49 296.00
5	\$27.60	\$1 035.00	\$53 820.00
6	\$29.59	\$1 109.79	\$57 709.08

2012			
Scale	Hourly	Weekly	Annual
1	\$18.70	\$701.43	\$36 474.20
2	\$21.08	\$790.32	\$41 099.45
3	\$23.44	\$879.08	\$45 712. 21
4	\$25.81	\$967.91	\$50 331.22
5	\$28.18	\$1 056.74	\$54 950.22
6	\$30.21	\$1 132.93	\$58 912.21

General

The parties agree that any difference regarding the interpretation or administration of the provisions set out above with respect to the treatment of employees having a protected wage may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Signed at Montreal this 29th day of September 2011.

Dominique Benoit
Lucie David
Guy Pleau

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

For Bell ICT

For the Union

TREATMENT OF EMPLOYEES ON A FROZEN RATE OF PAY

MEMORANDUM OF AGREEMENT BETWEEN:

BELL ICT

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

This is to confirm our agreement with respect to the salary treatment of employees whose existing rate of pay is higher than the top step of the appropriate salary group for their occupation under the ECPX program. The employees' salary treatment will be as follows:

Where the existing basic rate of pay of an employee is higher than the top step of the appropriate salary group for that occupation under the EPCX Plan, the employee's basic rate of pay shall be frozen during the life of the Collective Agreement, subject to the salary treatment guidelines agreed to by the parties and contained in Bell ICT practices.

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

General

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

The parties agree that any difference regarding the interpretation or administration of the provisions set out above with respect to the treatment of employees having a frozen rate of pay may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Signed at Montreal this 29th day of September 2011.

Dominique Benoit
Lucie David
Guy Pleau

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

For Bell ICT

For the Union

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

The aforementioned parties agree as follows:

1. A Regular full-time or part-time employee who is pregnant, routinely works at a video display terminal (VDT) and does not wish to continue to perform this work throughout the remainder of her pregnancy may, subject to the conditions set out in this memorandum, choose one of the two following options:
 - a) be assigned to other tasks within the bargaining unit in accordance with paragraph 2 herein, or
 - b) obtain an authorized unpaid leave until such time as she becomes eligible for the maternity leave provided for by Article 14 of the Collective Agreement between the parties, hereinafter called the Collective Agreement.

Assignment to Other Tasks

2. An employee who selects Option A may be assigned to a vacant position, where such a position exists within the bargaining unit, in the following manner and order:
 - First, a vacant position at her own work location at a comparable salary level.
 - Second, a vacant position at another work location at a comparable salary level.
 - Third, a vacant position at any location, at a lower salary level, in which case she shall receive the rate of pay for the new position as soon as she is reassigned.

The assignment of employees selecting Option A takes precedence over requests for transfer in process.

If, after following the procedure set out above, the employee cannot be reassigned, she may choose Option B.

3. An employee choosing Option A must, within the following five (5) business days, be offered another position within the bargaining unit.
4. An employee choosing Option A and is assigned to another position:
 - A) waives, for the term of reassignment, the rights granted under Articles 23 and 31 of the Collective Agreement between the parties, and
 - B) must select her vacation in her former office as if she were still placed in her previous position in that office.
5. An employee who chooses Option A, is assigned to a new position, and no longer wishes to continue in this new position, may then choose to either remain in her original position, or exercise Option B. If she chooses Option B prior to being offered the new position, she remains in her own position until Option B takes effect.
6. An employee who, after having selected Option A, desires to return to her position at the end of her maternity leave must be placed in the position she held immediately prior to reassignment.

Authorized Leave (without pay)

7.
 - A) To be eligible for the leave mentioned in paragraph 1 B), the employee must submit a request accompanied by a certificate attesting to the pregnancy and specifying the expected delivery date. Bell ICT agrees to do everything in its power to accelerate the granting of authorized leave and, in any case, such authorized leave shall not be scheduled to take effect more than five (5) days after the authorized leave request date, unless the employee has agreed to a longer period.
 - B) An employee on authorized leave under paragraph 1 B), whose pregnancy is over, must be reinstated in the position she held when she first chose an option under paragraph 1. The reinstatement must take place within the five (5) business days following the employee's request.

8. In addition to paragraph 7, eligible employees wishing to request maternity leave under Article 14 of the Collective Agreement must comply with the provisions of that Article. (More specifically, this means that the employee must make the request stipulated by Article 14 of the Collective Agreement at the appropriate time during the leave mentioned in paragraph 1 B.)

General

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

Bell ICT and the Union shall act in a fair and reasonable manner in executing the provisions in this memorandum of agreement.

Signed at Montreal this 29th day of September 2011.

Dominique Benoit
Lucie David
Guy Pleau

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

For Bell ICT

For the Union

VOLUNTARY PROGRAMS OF REDUCED HOURS

MEMORANDUM OF AGREEMENT BETWEEN:

BELL ICT

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

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

Implementation of a Program

Whenever it is appropriate, in Bell ICT's judgment, to implement such a program, the senior director shall, following notification to the Union, circulate to the groups concerned within his Division, a notice advising of the Program's availability and requesting that eligible employees who are interested in being reclassified submit their request within a specified time period.

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

Short-term or Long-term Options

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

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

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

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

Short-term Option

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

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

Long-term Option

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

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

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

Salary and Working Conditions

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

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

General

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

The parties agree that any differences, regarding the interpretation or administration of this Agreement shall be processed in accordance with Sections 16.05, 16.06 of the grievance procedure contained in the Collective Agreement. The written statement of position provided by the management according to Section 16.06 shall constitute a final and binding settlement of the matter.

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

Signed at Montreal this 29th day of September 2011.

Dominique Benoit
Lucie David
Guy Pleau

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

For Bell ICT

For the Union

WORKFORCE ADJUSTMENT PLAN
MEMORANDUM OF AGREEMENT BETWEEN:
BELL ICT
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

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

The workforce adjustment plan is a tool to be used when it is necessary to reduce staffing levels so as to deal with the challenges of an increasingly competitive marketplace. To deal with the impact of workforce readjustment, a process that encompasses the participation of the Union as well as the fair and equitable treatment of the surplus employees was agreed by the parties

The main features of the Workforce Adjustment Plan include:

Involvement of the Union

The involvement of the Union in the Workforce Adjustment Plan is accomplished through the forum of Bell ICT's Joint Committee for career transition. This committee, composed of a CEP national representative and a representative designated from the CEP, the Industrial Relations Consultant and the Director where a workforce reduction is required, is designed to ensure that the Union is kept informed of developments in the management of the workforce within the context of this Plan, and is able to review the application of the Workforce Adjustment Plan guidelines. The committee's responsibilities are to monitor controls on hiring, reclassification to regular status, employment of temporary employees, the process for filling any vacant position in this bargaining unit and the utilization of voluntary measures where possible.

Management of Surplus

If following the application of the Workforce Adjustment Plan guidelines there remains a surplus of Regular employees, Bell ICT will offer the displacement procedure set out in Appendix A of this Agreement to all surplus Regular employees with 8 or more years of net credited service (NCS).

Separation *

Where after the application of the above-described process, surplus employees exist, they will be treated as follows.

1) Any surplus employee with less than 15 years of NCS may choose one of the following options:

a) A lay-off with recall rights for a period of 52 weeks with a lay-off allowance as set out in Appendix B to this Agreement,

or

b) A lump sum payment upon termination equivalent to the value of the Bell ICT contribution had the employee received a lay-off allowance as set out in Attachment B to this agreement.

* Lump sum payments offered to part-time employees shall be established on a pro-rated basis.

2) Any surplus employee with 15 or more years of NCS who has elected not to avail herself of the displacement procedure may choose one of the following options:

a) A lay-off with recall rights for a period of 52 weeks with a lay-off allowance as set out in Attachment B to this Agreement,

or

b) A lump sum payment upon termination calculated as follows:
1.5 weeks X NCS X basic weekly rate.

3) Any surplus employee with 15 or more years of net credited service who has elected to avail herself of the displacement procedure and has been unable to find a position may choose option 1 a) or 1 b).

When an employee fails to select one of the above mentioned options, she shall be placed on lay-off in accordance with 1 a) or 2 a).

Bell ICT will supply monthly to the Union a list of employees who elect for a termination package, by vice-presidency and locality, indicating for each employee the date of separation, NCS calculation date, and work location.

Career Transition Services

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

General

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

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

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

The parties agree that any difference regarding the interpretation or administration of the provisions set out in Attachments A and B of this Agreement may be processed in accordance with the provisions of Articles 16 and 17 of the Collective Agreement.

Duration

This agreement shall come into effect on September 29, 2011 and expires at the end of this Collective Agreement.

Signed at Montreal this 29th day of September 2011.

Dominique Benoit
Lucie David
Guy Pleau

Olivier Carrière
Alexandre Daveluy
Jacqueline Lys

For Bell ICT

For the Union

DISPLACEMENT PROCEDURE

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

In the case of a surplus Regular employee with 8 or more years of NCS, Bell ICT will attempt to place the employee into a position in the following manner and sequence:

Step 1	Same Salary Group	Same VP	Same Locality
Step 2	Other Salary Group	Same VP	Same Locality
Step 3	Same Salary Group	Other VP	Same Locality
Step 4	Other Salary Group	Other VP	Same Locality
Step 5	Same Salary Group	Same VP	Other Locality
Step 6	Other Salary Group	Same VP	Other Locality
Step 7	Same Salary Group	Bell ICT	All Localities
Step 8	Other Salary Group	Bell ICT	All Localities

Note 1. However, a Regular employee with less than 8 years of NCS, who has been displaced under Steps 1, 2, 5 or 6 of the above process may displace the most junior regular employee on the same occupational title, under the same VP and in the same locality, provided that such assignment can be made without displacing a more senior employee.

Note 2. An employee who declines a placement as provided by the above process shall be offered Career Transition Services.

LAY-OFF ALLOWANCE PLAN

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

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

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

Three (3) weeks additional pay for each full year of service for 15 years or more of NCS shall be granted.

2. Lay-off allowance payments shall be based on the employee's weekly basic rate of pay in effect on the date of lay-off and made on a biweekly basis.

3.
 - a) The Lay-Off Allowance Plan becomes operative at the time the employee applies and qualifies for Employment Insurance benefits and upon receipt of proof that she receives such benefits.
 - b) Each week's benefit shall be equivalent to 90% of the employee's basic rate of pay on the date of the lay-off in the case of a Regular Full-time employee, and to 90% of the average basic rate of pay in the four (4) pay periods preceding the date of the lay-off in the case of a Regular Part-time employee, less Employment Insurance benefits entitlement, any earnings from other employment and statutory deductions, subject to the maximum weekly earnings provided for under the Employment Insurance Act and Regulations.
4. Entitlement to the lay-off allowance will cease as follows:
 - a) when the lay-off allowance entitlement is used up;
 - b) when the employee reports for work subsequent to recall;
 - c) when the employee fails to report for work subsequent to recall;
 - d) when the employee has not been recalled to work within 52 weeks of the date of lay-off as set out in paragraph 5 of the Recall Procedures Section of this Attachment;
 - e) when the employee is disentitled or disqualified from Employment Insurance benefits;
 - f) when the employee obtains other employment which disentitles or disqualifies the employee from Employment Insurance benefits;
 - g) If the employee resigns.
5. An employee who has been recalled following a period of lay-off and is again laid-off prior to completing 52 weeks of continuous service after the date of return to work shall be granted a lay-off allowance pursuant to paragraph 1 above based on her overall net credited service after deducting the lay-off allowance she received during her previous lay-off.

Benefits Coverage

1. Bell ICT agrees to treat the first 30 calendar days of a lay-off as a leave of absence and to maintain the eligibility of a laid-off employee during that period to:
 - a) net credited service;
 - b) participate without being required to pay the premiums for the health, life and accident insurance coverage under the Omniflex Benefits Program
 - c) The Survivors Benefits Plan, as long as the employee paid the applicable premiums prior to the start of the lay-off period.

Recall Procedure

1.
 - a) Laid-off employees shall be listed on a recall list by vice-presidency and locality. With the exception of employees in Montreal or Toronto, where an employee has been laid-off in a locality and all of the Vice-presidency's operations in that locality have been eliminated, or are expected to be eliminated within the one (1) year period following the date of the employee's lay-off, the employee shall, on the date of her lay-off, be permitted to place her name on the recall list for one (1) other locality within the operating territory of the vice-presidency.
 - b) When a job vacancy becomes available within the vice-presidency and locality and a recall is warranted, eligible employees shall be recalled in inverse order of lay-off (by seniority, where two (2) or more employees have the same date of lay-off) provided they are immediately able to perform the work available. If there are no employees on the recall list who are immediately able to perform the work available, the same process will be followed for the recall of eligible employees provided they are qualified to perform the work available. When an employee accepts a recall to work, she shall immediately be paid the basic rate of pay for that job. If the employee accepts a recall to a work location other than her normal work location at the time of lay-off, she shall not be eligible to travel time and expenses as provided under Article 31 of the Collective Agreement.
2. It is the responsibility of a laid-off employee who desires to be recalled within the terms above to keep Bell ICT informed of her correct address, and to advise the Company within ten (10) calendar days of the date of recall as to her acceptance.

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

Information Lists

1. Bell ICT will supply monthly to the Union the list of employees laid off by vice-presidency and locality, indicating for each employee the date of lay-off, net credited service calculation date and work location.

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

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Bell Information Communications Technology
1, carrefour Alexander-Graham-Bell
Tour A-2
Verdun H3E 3B3



September 29, 2011

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

Subject: Bell ICT Job Evaluation (EPCX)

Mr. Carrière,

This is to confirm the agreement reached by the parties during bargaining, under which Bell ICT will use the EPCX tool for job evaluation of the Clerical and associated occupations.

Bell ICT uses the EPCX tool to evaluate all occupations in the company.

Prior to assessing the value of a job, a job summary must be established in accordance with the following:

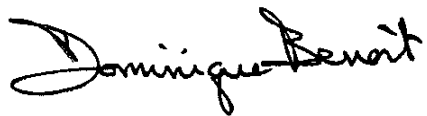
- When a new position is created, Bell ICT establishes the job summary according to its needs;
- Given that a position can evolve over time, Bell ICT can examine requests to revise the summary subsequent to any major change in job functions and/or requirements.

Subsequently, Bell ICT will assess the value of the position using the EPCX tool. Also, Bell ICT may call upon experts to participate in the job evaluation as needed.

If adjustments are deemed necessary, the following will apply:

- If the occupation is downgraded by one (1) salary group, the employee will benefit from wage protection for a period of nine (9) months from the date of the implementation of the decision;
- If the occupation is downgraded by more than one (1) salary group, the employee will benefit from wage protection for a period of twelve (12) months from the date of the implementation of the decision.
 - If the occupation is upgraded, the pay adjustment will be effective from the date of the decision.

Yours truly,

A handwritten signature in black ink that reads "Dominique Benoit". The signature is written in a cursive, flowing style.

Dominique Benoit
Director – Labour Relations and Workplace Practices

Bell Information Communications Technology
1, carrefour Alexander-Graham-Bell
Tour A-2
Verdun H3E 3B3



September 29, 2011

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

Subject: Days Off Without Pay for Personal and Family Emergencies

Mr. Carrière,

This is to confirm our understanding applicable to employees in the Clerical and Associated Employees' bargaining unit on the matter of the possibility of obtaining days off without pay.

Bell ICT acknowledges that its employees that are represented by the Union may, on occasion, have recourse to days off without pay to handle personal and family emergencies.

Depending on service requirements, Bell ICT shall grant an employee who so requests a short (1 to 5 days), medium (6 to 30 days) or long (over 30 days) period of unpaid leave to handle personal and family emergencies.

It is agreed that Bell ICT rules and practices for unpaid leave apply to the abovementioned days off.

Yours truly,

A handwritten signature in black ink that reads "Dominique Benoit".

Dominique Benoit
Director – Labour Relations and Workplace Practices

Bell Information Communications Technology
1, carrefour Alexander-Graham-Bell
Tour A-2
Verdun H3E 3B3



September 29, 2011

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

Subject: Employee Development and Training

Mr. Carrière,

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

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

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

Yours truly,

A handwritten signature in black ink that reads "Dominique Benoit".

Dominique Benoit
Director – Labour Relations and Workplace Practices

Bell Information Communications Technology
1, carrefour Alexander-Graham-Bell
Tour A-2
Verdun H3E 3B3



September 29, 2011

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

Subject: Ergonomic Principles

Mr. Carrière,

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

An Ergonomic Awareness Program will be established to increase knowledge and promote adherence to ergonomic principles. This program could include as deemed appropriate for each group and each employee:

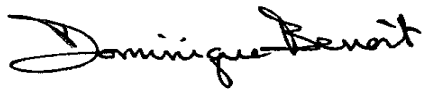
- Review of the ergonomic guidelines of the Health and Safety intranet for new employees
- The evaluation of an employee's workstation by a trained colleague on ergonomics (ergonomic trainer)
- Formal training through the Career Development Center (CDC)

It is understood that new employees should be trained or informed about the ergonomic principles within two (2) months following their arrival on the job. However, in the case of outsourcing initiatives where the number of outsourced employees is important, this period could be extended after discussions with the CEP

The Bargaining Committee will review periodically the number of employees trained and sensitized about ergonomics during consultative meetings.

Employees and managers share the responsibility of adhering to the ergonomic principles and encouraging their application in the workplace.

Yours truly,

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

Dominique Benoît
Director – Labour Relations and Workplace Practices

Bell Information Communications Technology
1, carrefour Alexander-Graham-Bell
Tour A-2
Verdun H3E 3B3



September 29, 2011

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

Subject: Occasional Employees

Mr. Carrière,

This confirms the agreement concluded during negotiations for the renewal of Clerical and Associated employee's Collective Agreement concerning the use of occasional employee during 45 days worked in one calendar year.

The use of occasional employees remains exceptional in a context where there is a recognized expertise or distinctive characteristics for these ad hoc hiring allowing Bell ICT to meet particular needs for some customers within very short timeframes. A meeting to this end will take place between the local management and the CEP representative of the group which envisages to hire occasional employee(s).

The Bargaining Committee will review the number and the use of occasional employees at Bell ICT at consultative meetings.

Yours truly,

A handwritten signature in black ink that reads "Dominique Benoît".

Dominique Benoît
Director – Labour Relations and Workplace Practices

Bell Information Communications Technology
1, carrefour Alexander-Graham-Bell
Tour A-2
Verdun H3E 3B3



September 29, 2011

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

Subject: Operational Flexibility Premium

Mr. Carrière,

This is to confirm our understanding regarding the necessity to operate in a flexible manner in order to address our business needs and customer's requirements in some operational groups of Bell ICT.

In light of such operational flexibility needed, Bell ICT will recognize the employees' contribution when these employees work on a function in a Salary Group of a superior level on an occasional basis (i.e. less than a week).

The Operational Flexibility premium will be of \$1.50 dollars for each hour worked on a job description of superior level, as long as the employee executes the majority of the tasks related to that function (employee trained and operational).

This premium will be reviewed and discussed at consultative meetings.

Yours truly,

A handwritten signature in black ink that reads "Dominique Benoît".

Dominique Benoît
Director – Labour Relations and Workplace Practices

Bell Information Communications Technology
1, carrefour Alexander-Graham-Bell
Tour A-2
Verdun H3E 3B3



September 29, 2011

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

Subject: Planning for Paid Days Off

Mr. Carrière,

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

Implementation of the Process

Where it is determined locally through a joint agreement between the senior director and the representative designated by CEP, a process shall be implemented that provides for the planning and scheduling of days off throughout the year.

The days available to employees for planning and scheduling would be those acquired through provisions within the Collective Agreement, e.g., personal days off without pay, vacation in days, lieu days, days off with pay, and compensating time off.

Entitlement

Full-time and part-time employees with paid days and/or hours banked prior to the applicable scheduling period.

Scheduling Guidelines

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

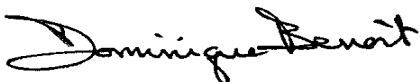
Each business unit that chooses to implement this process will determine, based on business and customer needs, which months per year will be available for employees to select within. This should not preclude normal provisions for vacation planning and scheduling. Business units may have different scheduling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

Selection process

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

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

Yours truly,



Dominique Benoît
Director – Labour Relations and Workplace Practices

Bell Information Communications Technology
1, carrefour Alexander-Graham-Bell
Tour A-2
Verdun H3E 3B3



September 29, 2011

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

Subject: Security Interviews

Mr. Carrière,

This is to confirm our understanding related to interviews conducted by representatives of a security service selected by Bell ICT with employees in the Clerical and Associated Employees bargaining unit.

Bell ICT agrees that an employee's manager will inform her, prior to any Security interview, that she is entitled to be accompanied by a representative of the Union.

Bell ICT agrees that the Representative of the Union will be informed prior to any interview to be conducted by Security with an employee and that she shall be granted, immediately prior to a security interview, a maximum of 15 minutes to confer with the employee whom she represents.

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

Yours truly,

A handwritten signature in black ink that reads "Dominique Benoit".

Dominique Benoit
Director – Labour Relations and Workplace Practices

Bell Information Communications Technology
1, carrefour Alexander-Graham-Bell
Tour A-2
Verdun H3E 3B3



September 29, 2011

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

Subject: Utilization of External Human Resources and Outsourcing Initiatives

Mr. Carrière,

This is to confirm our understanding applicable to employees in the Clerical and Associated Employees bargaining unit on the matter of the utilization of external human resources and outsourcing.

It is agreed that Bell ICT will inform the Union by means of a consultative meeting or of a suitable forum of comparable nature of the issues associated with the use of external human resources or with the initiatives of outsourcing and the potential implications of those on the functions covered by the bargaining unit. The Union may suggest possible alternatives which meet the interests of the two (2) parties and allow a right balance between the interests of the customers, Bell ICT and the employees in this respect.

Yours truly,

A handwritten signature in black ink that reads "Dominique Benoit".

Dominique Benoit
Director – Labour Relations and Workplace Practices

Bell Information Communications Technology
1, carrefour Alexander-Graham-Bell
Tour A-2
Verdun H3E 3B3



September 29, 2011

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

Subject: Workforce Diversity

Mr. Carrière

This is to confirm our understanding reached during bargaining for the renewal of the Clerical and Associated Employees' Collective Agreement on workforce diversity.

Vision

Bell ICT and the Union undertake to foster diversity and equity in the workplace so that all employees are treated with respect and dignity, are not subject to harassment, and are provided the opportunity to achieve their full potential.

As a leader in the market, Bell ICT intends to attain a diversified workforce that reflects its community and gives our Company a distinct competitive advantage by making it:

- The employer of choice;
- A leader in the area of innovative communications.

Joint Committee

Bell ICT and the CEP accept that the joint committee is composed of two (2) people designated by Bell ICT and two (2) people designated by the CEP. The joint committee acts regarding employment equity and workforce diversity, of which the goal must envisage, in particular but not exclusively, the following:

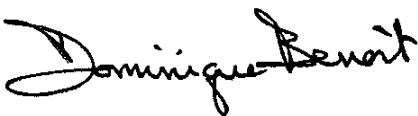
- a) Sponsor and support activities which assist in achieving the vision.
- b) Help all employees to understand that it is their responsibility to treat others in a fair and non-discriminatory fashion.
- c) Make recommendations to various Bell ICT forums or services.
- d) Identify and recommend methods designed to increase diversity so as to work toward creating a workforce that reflects its community.
- e) Inform employees of the committee's activities.

The committee will hold a minimum of two (2) meetings per year.

It is understood that some confidential information disclosed by Bell ICT and identified as such to the committee must remain confidential, and may serve only for the committee's activities.

Any change shall be by the mutual consent of the parties.

Yours truly,



Dominique Benoît
Director – Labour Relations and Workplace Practices