

COLLECTIVE AGREEMENT

BETWEEN

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
LOCAL 950**

AND

**BELL CANADA
for its
Western Region**



EFFECTIVE SEPTEMBER 30, 2010



13732 (02)

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COLLECTIVE AGREEMENT

This agreement is made this 30th day of September, 2010 between:

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA LOCAL 950, the duly certified bargaining agent, hereinafter referred to as the "Union",

OF THE FIRST PART:

- and -

BELL CANADA, for its Western Region hereinafter called the "Company",

OF THE SECOND PART.

ARTICLE 1
RECOGNITION AND SCOPE

- 1.01** The Company agrees to recognize the Union as the sole collective bargaining agent for employees covered by this Agreement.
- 1.02** The employees covered by this agreement will be those who are employed in any of the occupations listed in Appendix A of this agreement.
- 1.03** It is understood and agreed that employees hired into the bargaining unit will be subject to a probationary period of 6 months starting on their date of hire and that the Company has the right to dismiss a probationary employee at any time and for any reason during that period.
- 1.04** When the parties mutually agree that a new occupation established during the term of this agreement clearly has a number of significant points in common with the other occupations covered by this agreement, the new occupation will fall within the scope of this agreement and Appendix A shall be deemed to be amended to include that new occupation.

The parties will then discuss and determine the appropriate compensation level for the new occupation.

If no agreement is reached on both of the paragraphs above, the matter may be submitted directly to step 3 of the grievance procedure.

Article 2
DISCRIMINATION

- 2.01** The Company and the Union agree that they will not unlawfully discriminate against or harass an employee for reasons of that employee's race, national or ethnic origin, colour, religion, gender, pregnancy, age, sexual orientation, marital status, disability, political affiliation, choice to become a Union member or not to become a Union member or for exercising any rights provided within this Agreement.

Article 3
DEDUCTIONS

UNION DUES

- 3.01** Subject to the provisions of this article and upon the written request of the Union, the Company will deduct Union dues from all employees in the bargaining unit in an amount specified by the Union.
- 3.02** The Company agrees that all dues deductions will be processed on a bi-weekly basis corresponding to each pay period.
- 3.03** As soon as possible after the deductions have been processed, the Company will remit the amount deducted to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, along with a list of employees for whom the deductions were made and the amounts deducted from each employee.
- 3.04** In addition and on a monthly basis, the Company will provide the Union with names and locations of new bargaining unit hires, transfers, changes of status, resignations, dismissals or retirements.
- 3.05** The Company agrees to provide the CEP on a yearly basis with a breakdown of the bargaining unit based on gender and age.

CEP HUMANITY FUND CONTRIBUTIONS

- 3.06** The Company will deduct, on behalf of all employees in the bargaining unit, an amount from their pay equal to one (1) cent for each regular hour worked per pay period, for the purposes of the Humanity Fund.
- 3.07** This deduction will be processed on a bi-weekly basis corresponding to each pay period and remitted to the account of the charitable organization designated as the CEP Humanity Fund as soon as possible after the deductions have been processed.
- 3.08** Where an employee objects to the above mentioned deduction, they must inform the Local Union President in writing who will in turn inform the Company and the deductions will stop.

GENERAL

- 3.09** The Company will stop making any deductions described in this article when an employee is assigned to a position not covered by this Agreement.
- 3.10** The Union agrees that it will save the Company harmless from any and all claims which may be made against it by any employee, or employees, for the amounts deducted from wages as provided in this Article

Article 4
MANAGEMENT RIGHTS

- 4.01** The Company has the exclusive right and power to manage its operations in all respects and in accordance with its commitments and responsibilities to the public, to conduct its business efficiently and to direct the working forces, to distribute the work load, 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, dismiss or otherwise discipline employees for just cause.

ARTICLE 5
GRIEVANCE PROCEDURE

- 5.01** The Company and Union agree that it is in the best interest of all parties to promptly and effectively resolve differences that may arise related to the interpretation, application or administration of this Agreement.

The parties further agree that the following grievance procedure will be used to resolve differences described above.

5.02 General

- a) The parties are encouraged to resolve grievances through open and informal discussion throughout the entire process described below. It is accepted that this may result in the informal resolution of the grievance that would then require the Union or the Company to withdraw the formal grievance.
- b) Time limits are mandatory and may only be extended by mutual consent in writing.
- c) If a grievance is not initiated or advanced to the next stage within the stipulated time limits, it shall be deemed to have been abandoned and can not be continued or re-opened.
- d) Formal grievances will be submitted in writing on a standard grievance form agreed to by the parties, and will include:
 - a. the grievor's name and occupation;
 - b. the date of the event giving rise to the grievance;
 - c. the nature of the grievance;
 - d. the article of the collective agreement allegedly violated;
 - e. the remedy sought by the grievor.

5.03 Step 1 - Informal

No employee may file a formal grievance until the employee and/or the Union Steward has first gone to the immediate manager in an attempt to resolve the grievance. The employee or the Union Steward will contact the immediate manager of the concerned employee, by fax or email, within thirty (30) calendar days from the date at which the employee or Union should have reasonably been aware of the event and inform the manager of their wish to discuss the issue in an attempt to resolve the grievance.

The immediate manager will then have seven (7) calendar days to discuss the issue and respond verbally to the employee or the Union Steward.

If no resolution is obtained at this stage, the issue may be submitted in the form of a formal grievance at step 2.

5.04 Step 2 - Formal Grievance

The employee or Union steward will have seven (7) calendar days from the date of the response at step 1 to advise in writing the level of management immediately above the manager involved at step 1 that they are filing a formal grievance.

The manager advised at step 2 will then have seven (7) calendar days to discuss the grievance with the concerned parties and respond in writing.

The participants in this discussion, either face to face or by other means when more cost efficient, are to be limited to no more than two (2) per party.

If no resolution is obtained at this stage, the grievance may be submitted to step 3.

5.05 Step 3

The Local Union President (or designate) will have fourteen (14) calendar days from the date of the written response at step 2 to advise the Company's Director of Labour Relations (or designate) that the Union is pursuing the grievance to step 3.

The Director of Labour Relations will then have fourteen (14) calendar days to discuss the grievance with the concerned parties and respond in writing to the Local President.

The participants in this discussion, either face to face or by other means when more cost efficient, are to be limited to no more than four (4) per party.

For cases of alleged unjust dismissal, Union grievances or Company grievances, the grievance will be submitted directly to step 3.

If no resolution is obtained at this stage, the issue may be referred to mediation.

Mediation can be waived only by mutual agreement in writing. In such case, the grievance may be referred directly to arbitration.

5.06 Mediation

The grieving party will have fourteen (14) calendar days from the date of the written response at step 3 to inform the other party that they wish to pursue the grievance to mediation.

The parties hereby agree that the Mediation services of HRSDC, insofar as said services are available, will be used to address the grievances referred to mediation. If HRSDC services are no longer available or not available in an agreed upon timely fashion, both parties must agree on an alternative mediation service. If there is no agreement on an alternative mediation service, the grieving party may pursue the grievance to arbitration.

If through mediation the grievance is not resolved it may be submitted to arbitration.

Article 6 ARBITRATION

6.01 Either party may, after exhausting the grievance procedure established by this Agreement, pursue the matter to arbitration by notifying the other party in writing within 30 calendar days of either:

- the end of mediation; or
- the date of the response at step 3 of the grievance procedure if both parties have agreed in writing to forego mediation.

It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application or administration of this Agreement.

6.02 In the event that a grievance will be submitted to arbitration, the parties will make every effort to agree upon and appoint a single arbitrator within 14 calendar days following the reception of written notice described in paragraph 6.01. At the discretion and by mutual agreement of the parties, a three (3) person arbitration panel may be utilized rather than a single arbitrator.

If the parties fail to agree upon the appointment of an arbitrator, either party may apply to the Minister of Labour for Canada, to appoint as arbitrator, a person knowledgeable and experienced in the interpretation of written collective agreements.

6.03 The arbitration hearing will take place as promptly as possible in a location mutually agreed to and selected for its cost effectiveness and proximity to the parties to the proceeding.

6.04 The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, nor to substitute any existing provisions with new ones. In reaching a decision, the arbitrator will be bound by the terms and provisions of this Agreement.

6.05 The arbitrator will, before the hearing, require the representatives of the parties to define the question of interpretation, application or administration to be arbitrated and to establish the procedure to be followed at the hearing.

6.06 The parties will each bear one-half of the fees and expenses of the arbitrator and of any clerk or stenographer whom the arbitrator may require.

Each party will also bear all expenses incurred by it whether of witnesses, the attendance of witnesses and representatives, exhibits and panel members when applicable.

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

Article 7 HOURS OF WORK

7.01 A “week” is from Sunday to Saturday.

7.02 “Working hours” are from 00:00 to 24:00 on any day of a week.

7.03 “Normal working hours” are from 6:00 to 18:00 on any day of a week.

7.04 “Off normal working hours” are from 18:00 to 24:00 and 00:00 to 06:00 on any day of the week.

7.05 The “basic hours of work per day” for a full time employee will be 7.5 hours. This will be called a “work shift”.

7.06 The “basic hours of work per week” for a full time employee will be 37.5 hours based on a five (5) day work week. This will be called a “work week”.

7.07 It is agreed that based on business needs, which for the purposes of this Agreement will be determined by the Company, the Company has the right to assign or change employees’ work shifts.

The Company will normally give a minimum of 72 hours notice of a shift change except in exceptional circumstances.

The Company will also, if business needs permit, attempt to implement shift changes on a volunteer basis whenever possible.

7.08 Where the Company, based on business needs, has given permission to an employee to work from their residence, the time spent working will be considered hours worked.

7.09 With exception to circumstances related to essential services, the Company will ensure there is an 8 hour period between shifts.

Article 8

OVERTIME

8.01 Overtime means the time worked:

- a) in addition to the 7.5 basic hours of work per day , or
- b) in addition to the 37.5 basic hours of work per week.

Overtime, except in exceptional emergency situations, is to be scheduled and approved by management.

8.02 When overtime is worked, the pay rate will be 1.5 times the basic rate of pay when:

- a) Overtime hours worked in excess of 7.5 hours a day (on a regularly scheduled workday) or;
- b) Hours worked in excess of 37.5 hours a week or;
- c) Overtime worked on the first day of rest (e.g. Saturday);
- d) Overtime is continuous and commences on the first day of rest and ends in the second day of rest (e.g. work commences on Saturday evening and continues into Sunday morning).

8.03 When overtime is worked, the pay rate will be 2.0 times the basic rate of pay when:

- a) Overtime hours are worked on a non continuous basis on the second and subsequent weekly day(s) of rest, in the same rest period (e.g. normally a Sunday) – applies only when the employee has already worked overtime on a prior day of rest in the same rest period.

8.04 In some circumstances the immediate supervisor will have the complete discretion to accept an employee's request to bank overtime hours worked in lieu of monetary compensation.

- a) If the immediate supervisor approves for the employee to bank their overtime hours worked in lieu of monetary compensation it will be banked at 1.5 times the basic rate of pay in accordance with Article 8.02 or at 2.0 times the basic rate of pay in accordance with Article 8.03;
- b) An employee's bank of hours will not exceed 112.5 banked hours once the worked hours have been multiplied at the rates stated in Articles 8.02 and 8.03. There will be no expiry on the quota of 112.5 hours of banked time.

- c) Banked hours must be taken as time off during regularly scheduled basic hours of work, at the basic rate of pay, at a mutually agreed upon time between the employee and their immediate supervisor.

Article 9
ON-CALL

- 9.01** In today's world many employees stay connected to their customers and to their teams by using a pager, a cellular telephone, etc. In this way they are usually available although they may not often receive many calls after hours.

This form of availability is part of our competitive advantage and it is also part of the basic requirement of the job -- no overtime pay or premium is provided in such cases.

- 9.02** The on-call premium is intended for situations when an employee is specifically assigned, by the Company, to be called on-duty after regular working hours for a period of time. These employees are on-call and will typically handle a large volume of calls that will involve coordinating resources and working to resolve emergency problems.

Premium:

\$25.00 per every 8.0 hours to a maximum of \$50.00 Monday to Friday

and a maximum of \$75.00 Saturday, Sunday and on statutory holidays.

PLUS

- For time spent responding to calls: applicable call-out premium.

Article 10
CALL-OUT

- 10.01** Call-out premium applies in situations when an off-duty employee is called-out for non-continuous overtime to a work site in order to resolve an immediate and urgent problem.

Call-out premium is the greater of three (3) hours of pay at time and a half or the value of the time worked.

- 10.02** Where an off-duty employee is called-out and has already been compensated for the three (3) hours of pay outlined in Article 10.01, said employee is not eligible for the three (3) hours of pay again unless more than three (3) hours has elapsed between the start of the first incident and the commencement of the second incident of call-out.

10.03 There are situations when employees are called for emergencies that can be resolved from home (or remotely). These situations, while not considered call-out, will be compensated by the greater of two (2) hours of regular pay or the value of the time worked. The Company recognizes that employees who are not "On Call" (as defined by Article 9.02) and have been called-out will make a reasonable effort to remain available.

10.04 Where an employee has been called a second time at home, said employee will not be eligible for the two (2) hours of regular pay as outlined in Article 10.03, unless more than two (2) hours has elapsed since the start of the first incident.

Article 11 SHIFT PREMIUM

11.01 Some business units operate on a 24 hour/7 day basis. Employees in these and other groups may be required to work off-normal working hours. These shifts may be worked, as decided by the Company, on a regular, occasional or rotational basis. For shifts that begin prior to and run past 18:00, the employee will be compensated for the hours worked after 18:00 at the premium.

The premium paid for these shifts is 5% of the regular pay for the duration of the assignment. Premium ceases as soon as the shift is over.

Article 12 LUNCH PERIOD and BREAKS

12.01 Lunch breaks can range from 30 to 60 minutes during a work shift and are scheduled at management's discretion. Lunch breaks are unpaid and are excluded from the 7.5 hour work day.

Additional breaks may be taken during the work shift. These breaks are paid and inclusive in the 7.5 hour work day. These breaks shall not exceed 15 minutes and shall be limited to 2 per 7.5-hour work shift. These breaks are available to employees when the business permits but are not an entitlement nor would they be paid out if not taken.

Article 13 VACATION

13.01 Earning Vacation Days

Vacation days are calculated on a calendar-year basis and an employee earns vacation with pay beginning in the first year of employment. The years of service used in the schedule below corresponds to the highest level of Net Credited Service achieved in the calendar year of reference.

13.02 Vacation Allotment

Years of Service	Vacation Days**
Less than 1	15 *
1 – 6	15
7 – 11	20
12 – 17	23
18 – 24	25
25 and above	30

* Prorated according to portion of calendar year worked (1.5 days per month for a maximum of 15 days).

** Each vacation day is based on 7.5 hours/ day

Under exceptional circumstances, in order to recruit experienced and talented individuals, it may be necessary to provide a new employee with vacation time more aligned with their previous work experience. If this is done, the Company will advise the Union of the decision and circumstances.

13.03 Scheduling Vacations

Business requirements will always be taken into consideration when scheduling vacation. In most cases this means discussing the employee's plans with their immediate supervisor.

Vacations must be taken between January 1st of the calendar year in which they are earned and April 30th of the following year. Vacation in one year can be taken before it is completely earned provided that the immediate supervisor is satisfied that there is a reasonable expectation that the employee will complete the calendar year.

Unused vacation time cannot be carried forward beyond April 30th unless there are extenuating circumstances and in very limited circumstances. In these cases, prior Vice-President approval is required. Vacation time cannot be carried forward beyond October 31st in the year after the calendar year for which it was earned or it will be forfeited.

In the event that an employee cannot take his or her vacation within the appropriate time limits due to sickness or accident disability, the vacation is to be granted at the earliest possible time, depending on business requirements.

When a Company holiday falls on a day the employee is on vacation the vacation day will be replaced with the Company holiday and the Employee shall be entitled to an additional day off with pay at a time convenient to the employee and the Company.

13.04 Postponing a Scheduled Vacation

If an employee becomes ill, has a work accident, or is called upon for jury duty on or before the last day worked prior to a scheduled vacation, the vacation may be rescheduled. When an employee becomes ill, has an accident or is called for jury duty after leaving work on vacation, the employee's vacation shall normally not be rescheduled.

Any unused prior year vacation due to postponing of vacation should be taken at the end of the absence period / leave, before the employee returns to work.

13.05 Calculating Vacation for Part-time Employees

The vacation schedule for a part-time employee is the same as that for a full-time employee, except that it is prorated based on time worked. The time worked considered for calculating the prorated vacation is the employee's scheduled time.

13.06 Earning Vacation during a Personal Leave of Absence

The first 30 calendar days of a personal leave of absence are considered as though the employee had been at work, for the purpose of calculating vacation earned, provided that the employee physically returns to work after the absence. Except for this period, a personal leave of absence is not considered as time worked in the calculation of vacation earned.

13.07 Earning Vacation during Other Leaves of Absence: Maternity, Parental, Sickness, Accident

Absence while on maternity leave, parental leave or while receiving short-term disability benefits for sickness is considered as though the employee had been at work for the purpose of calculating vacation earned, but only if the employee physically returns to work after the absence or goes from Short Term Disability to Long Term Disability.

For employees proceeding on maternity or parental leaves that are expected to extend beyond April of the year after that for which a vacation was earned, any earned vacation should be taken prior to the start of the leave. Unused prior-year vacation, including such vacation earned while on the leave, should be taken at the end of the leave, before the employee physically returns to work.

13.08 Earning Vacation during a Long Term Disability Absence

Long term disability absence is not counted as time worked when calculating vacation earned. Vacation time for an employee returning to work after a long-term disability is prorated according to his/her NCS date and the time worked during the calendar year. Also, during LTD rehabilitation, employees accumulate vacation based on worked days only.

13.09 Earned Vacation prior to Long Term Disability

Prior to starting Long Term-Disability (between the short term disability and long term disability periods), the employee must take all earned vacation days as well as any other banked time. This does not apply for employees going on LTD rehabilitation immediately after a short term disability period. In this case, vacations must only be taken before April 30th of the following calendar year unless an employee is absent once again due to disability and the manager deems that other arrangements are more appropriate.

13.10 Pay in lieu of Vacation

When an employee leaves the Company (e.g., work completed, resignation, dismissal, etc.), a calculation is processed in order to establish if the Company should make a payment for unused vacation or if the employees must reimburse the Company. This calculation is based on earnings obtained up until the date of termination multiplied by 4% or 6 % depending on the employee's years of service, minus the vacation days already taken by the employee.

If an employee has taken more vacation time than he or she has earned, the overpayment of vacation pay will be recovered from the employee's final paycheque.

13.11 Vacation Pay Adjustment

Federal legislation requires that an employer provide annual vacation pay of at least 4% of annual earnings to employees who have less than 6 consecutive years of service, or 6% of annual earnings to those who have 6 or more consecutive years of service.

The Vacation Pay Adjustment payment makes up for the difference, if any, between what has been paid by the Company during a year and what the requirements are. For this calculation, annual earnings include any job related compensation payments. It does not include termination allowances and other such earnings.

Article 14
COMPANY HOLIDAYS

14.01 The following are the Company Holidays:

- New Year's Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- Christmas Day
- * Boxing Day

* If December 26th is Monday, the Tuesday immediately following is the observed as the holiday.

14.02 When any of the above holidays falls on a Sunday, the Monday immediately following is to be observed as the holiday. If the holiday falls on a Saturday another day off with pay will be granted at a time determined by the Company.

14.03 Effective January 1, 2011, in addition to the holidays stated in section 14.01, members of the bargaining unit, with the exception of an employee who is on an unpaid leave of absence, shall be granted four (4) days off with pay each calendar year at their basic rate of pay for those days. For a part-time employee, the value of a day off with pay shall be calculated as the greater of 10% of their earnings for the two (2) week pay-period immediately preceding, or, 5% of their earnings for the four (4) week pay-period immediately proceeding when the day off with pay is taken, excluding overtime, shift premium, on-call premium, and call-out premium.

14.04 Employees remain eligible for the Company holidays provided for in the Collective Agreement dated May 11, 2007 to May 10, 2010, up to and including December 31, 2010. This is solely to ensure employees based in British Columbia, Saskatchewan and Manitoba do not lose the Remembrance Day holiday in 2010.

14.05 Two (2) of the four (4) days off with pay as stated in 14.03 shall be scheduled during the period from November 1st to the last day of February of the following year. The two (2) remaining days off with pay, formerly referred to as Western Personal Days, shall be taken within the calendar year in which they are granted, January 1st to December 31st, and cannot be carried over to the next year. In the case of termination of employment for any reason, unused days off with pay will not be paid out to employees; these days must be taken as paid time off while actively employed.

14.06 The days off with pay referred to in Article 14.03 will be scheduled according to business needs and management approval.

- 14.07** An employee qualifies for holiday pay if the employee received wages for at least fifteen (15) calendar days in the preceding thirty (30) days prior to a holiday. Employees who resigned, were dismissed, work completed or laid off are not entitled to the holiday pay.
- 14.08** An employee does not qualify for holiday pay if the holiday is observed during a period when the employee is receiving sickness or accident disability benefits.
- 14.09** An employee required to work on a holiday will be entitled to overtime pay treatment and an alternate day off. The alternate day off shall be taken within twelve (12) months of the holiday worked, and shall be scheduled based on business needs and management approval.

ARTICLE 15

WORKING CONDITIONS COVERED BY COMPANY POLICIES

- 15.01** The Company and the Union agree that the Company policies listed in this Agreement are for information purposes only and may be changed, modified, replaced or abolished at the sole discretion of the Company at any time but not prior to a consultation meeting with the Union during which the Union will be offered the opportunity to:
- understand the driving factors behind the change, modification, replacement or abolition;
 - discuss the situation;
 - offer suggestions for consideration by the Company.

Once this consultation meeting has taken place, the Company will decide the final outcome of the policy change, modification, replacement or abolition.

The Company may also, at its sole discretion, implement new policies at any time after holding the consultation meeting as described above.

15.02 Complaints on Company Policy Administration

The Company and the Union agree that the administration of the policies listed in this Agreement can be subject to the grievance process described in article 5 but cannot be taken further than step 4 (mediation). They are not arbitrable.

It is further agreed that nothing but the administration of the policies can be subject to a grievance.

15.03 Company Policies Governing Working Conditions not covered by this Agreement

- a) Wage Administration
- b) Achievement Incentive Administration
- c) Bell 1st Recruitment and Redeployment Administration
- d) Severance Administration
- e) Benefits Administration
- f) Travel and Expenses Administration
- g) Teleworking and FlexSpace Administration

Article 16
WORKFORCE MANAGEMENT

- 16.01** For the purpose of this Article, a regular employee is an employee who is not employed on a temporary or term basis.
- 16.02** The parties agree that the Company's ability to manage its workforce to fluctuating business or customer needs is an essential element to the success of the Company and that this is part of its management rights.

In the event it becomes necessary to reduce the number of regular employees, it is understood and agreed that the Company has complete discretion to determine when business or customer needs require a reduction of the number of regular employees.

- 16.03** Before the Company proceeds with any reductions of regular employees, the Company and the Union shall meet within ten (10) days of the notification to surplus regular employees. The purpose of said meeting will be to discuss the possible benefit of an alternate adjustment plan regarding regular employee reductions. In the event an alternate plan cannot be reached to the satisfaction of both parties, the Company will proceed with any necessary reductions of regular employees in its complete discretion.
- 16.04** In the context of Article 16.02, it is agreed by the parties that temporary and/or term employee(s) will be terminated from their employment prior to the termination or lay-off of any regular employee(s), if said temporary and/or term employee(s) is performing the same work, and in the same occupational title and report centre, as the regular employee(s).
- 16.05** The Company will identify the number of regular employee reductions and administer said reductions on the basis of:
- a) Occupational title as outlined in Appendix A of this Agreement; and
 - b) Report centre; and
 - c) Least net credited service as shown on Company records
- 16.06** In the event a regular employee in the Team Prime occupational title is declared surplus, said regular employee would have the option of demotion into their natural work group and report centre.
- a) Natural work group is defined as the team for which the Team Prime provides technical knowledge and support to team members for day-to-day issue resolution;
 - b) In the event of a Team Prime demotion, working conditions will change to reflect the new occupational title, as may the salary;
 - c) In the event a regular employee in the Team Prime role demotes into their natural work group, the Company may then proceed with a surplus of one or more regular employees in the natural work group without the obligation of exploring alternative plans as provided in Article 16.03.

16.07 For the purpose of this Article, seniority shall be determined by the net credited service as shown on Company records.

- a) If two or more regular employees have the same seniority, the one occupying their present position the longest shall be deemed to have the most seniority;
- b) Where two (2) or more regular employees have the same seniority and same time on the current job, a method involving chance will be used to determine who has the most seniority. The method used and how it will work should be discussed with the Union prior to implementation.

Article 17

LAY-OFF AND RECALL PROCEDURE

17.01 For the purpose of this Article, a regular employee is an employee who is not employed on a temporary or term basis.

17.02 Where an alternative plan is not reached in accordance with Article 16.03 of this Agreement and the Company decides to reduce its workforce, the Company will proceed to offer the surplus regular employee the following options:

- a) Termination of employment under applicable Company severance administration. Said severance is as referenced in Article 15 “working conditions covered by Company policies”; or
- b) Lay-off with recall rights in accordance with Article 17.03 and 17.04, on the condition said employee has one (1) or more years of continuous net credited service;
- c) In the case of a regular employee declared surplus in the Team Prime role, said regular employee will also have the option of demotion into their natural work group as provided in Article 16.06.

17.03 Following the Company’s surplus notification, each regular employee will have two (2) working days to inform the Company of their choice as outlined in Article 17.02. A form will be provided to the employee to record their option as well information pertaining to the terms of severance, lay-off and demotion where applicable.

17.04 The lay-off and recall procedure is bound by the following terms and conditions:

- a) Laid-off regular employees shall be listed on a recall list by occupational title, report centre and net credited service. Said list(s) will be maintained by each appropriate CP3 manager and a copy provided to the Union Local President;
- b) net credited service will not accrue while a regular employee is laid-off and placed on the recall list;
- c) All compensation will cease on the date a regular employee is placed on the recall list;
- d) The Company agrees to maintain the eligibility of a laid-off regular employee, during the first thirty (30) calendar days of their lay-off, to the following

benefits. All other benefits will cease on the date the regular employee is placed on the recall list.

- (i). Participation in the health, life and accident insurance coverage under the Omniflex Benefits Program without payment of premium;
 - (ii). Participation in the optional life and accident insurance plans, providing the regular employee prepays the applicable premiums prior to the commencement of a lay-off.
- e) If the Company, in its complete discretion, decides to hire a new regular employee within an occupational title and report centre, the Company shall first recall a laid-off regular employee, from the corresponding recall list (i.e. by occupational title and report centre) to perform the work for which they were previously assigned on the basis of most net credited service in accordance with Article 16.06 of this Agreement, provided the regular employee is qualified to perform the work within a ten (10) calendar day familiarization period.
 - (i). The aforementioned familiarization period is defined as short-term training aimed at refreshing and reinforcing previously acquired skills. It is expressly understood that this training shall not be initial training.
- f) It is the responsibility of a laid-off regular employee to keep the Company informed of their correct address and contact information, including an e-mail address if available.
- g) A laid-off regular employee must advise the Company in writing within seven (7) calendar days of the date of the recall to work as to their acceptance of the Company's offer. The laid-off regular employee shall have seven (7) calendar days from the date of their acceptance of the offer to report to work.
- h) Failure on the part of any laid-off regular employee to confirm receipt in writing of the Company's offer of recall to regular employment, within forty-eight (48) hours of the date of the offer of recall, shall constitute a rejection of the offer and the regular employee shall be deemed to have resigned.
- i) The date of a registered letter by same day courier, or next day courier where same day is not feasible, to the regular employee's last address of Company record shall be the date of the offer of recall. The Company will also attempt to contact the regular employee by telephone and e-mail, if available, on the same day of the letter's release.
- j) A laid-off regular employee who has not been recalled to work within fifty-two (52) weeks of the date they were laid-off shall be deemed to be immediately terminated from the employ of the Company. In said circumstance, a regular employee is eligible only to "severance for a laid-off regular employee" as provided for in the severance policy, which is part of Company severance administration as referenced in Article 15 "working conditions covered by Company policies".

- k) Within the period of fifty-two (52) weeks, where a laid-off regular employee provides written notice, by registered letter or email, to the appropriate manager of electing to be taken off the recall list and forego any rights of lay-off and recall provided for in this Article, the regular employee will be deemed to be immediately terminated from the employ of the Company. In said circumstance, a regular employee is eligible only to “severance for a laid-off regular employee” as provided for in the severance policy, which is part of Company severance administration as referenced in Article 15 “working conditions covered by Company policies”.
- l) The Company will not hire a temporary or term employee to backfill a position that was previously occupied by a regular employee, in the same occupational title and report centre, while an employee remains on the corresponding recall list without first offering to temporarily recall said employee, provided the employee is qualified to perform the work in a ten (10) day familiarization period as outlined in Article 17.04 (e) and 17.04 (e)(l). In the event of a temporary recall in this context, by order of net credited service, the employee will assume the new temporary working conditions and be prepared to commence work within seven (7) calendar days from the date of an offer. Should an employee not confirm receipt in writing to an offer of recall within forty-eight (48) hours, or be unavailable to commence work within seven (7) calendar days, the Company will proceed to the next qualified employee on the recall list by order of net credited service. The computation of time associated to the recall period will remain unchanged during the temporary assignment (i.e. the time spent on a temporary recall assignment shall not extend the original period of recall).
- m) In the event a regular employee does not accept a recall of regular employment and informs the Company of such in writing, or fails to report to work within the period prescribed in Article 17.04 (g), said employee shall be deemed to have resigned. In the event a regular employee does not accept a temporary recall, the employee will remain on the corresponding recall list.

Article 18

BULLETIN BOARDS

- 18.01** In Company buildings, either leased or owned, where the Union identifies a bulletin board is required for the purpose of posting notices with respect to Union activities, a bulletin board will be installed, according to specifications determined by the Company, and all costs of said board, including installation, will be borne by the Union. Where available, existing Company bulletin boards will be used for this purpose.
- 18.02** Bulletin boards are to be located in buildings, either leased or owned, in which there are employees covered by this Agreement who are permanently located in said building. No more than one bulletin board shall be installed or maintained at any Company building, either leased or owned, for the purposed outlined in Article 15.01. The appropriate Director, Labour Relations, or his designate, agree to suitably locate said bulletin boards.

- 18.03** The Union agrees to post on bulletin boards only factual notices, reports and announcements pertaining to Union meetings, elections, nominations, appointments, finances, or recreational and social activities.
- 18.04** The Union agrees that nothing contrary to the interests of the Company or in contravention of the spirit and intent of this Agreement shall be posted. Should the Company believe that posted material is not in accordance with the provisions of this Article, it will be brought to the attention of any Local or National Representative of the Union, and all such material wherever posted shall be removed by the Union, immediately after such notification, and shall not be re-posted. In the event the material is not removed in a reasonable time frame, the Company shall take upon itself to remove said material.

Article 19 DISCIPLINARY ACTION

- 19.01** No employee shall, for disciplinary reasons, receive a written reprimand or a written warning, be suspended, demoted or dismissed, except for just cause.
- 19.02** A Union representative shall be invited by a manager to be present at any meeting called for the explicit purpose of announcing to an employee any measure referred to in section 19.01. A manager will make reasonable attempts to secure a Union representative in advance of the meeting. In the event a Union representative is not available in a reasonable time frame, the disciplinary meeting shall proceed and a Union representative shall be notified in a reasonable time frame thereafter.
- 19.03** Where circumstances, in the discretion of a manager, require the spontaneous imposition of discipline, the Company undertakes to advise a Union representative as soon after as possible.
- 19.04** All measures referred to in section 19.01 shall form and become part of the disciplinary record of that employee. When a measure of discipline has been in an employee's file for two (2) years, the Union may request a meeting with the appropriate manager to discuss the possible removal of the disciplinary record. Management will duly consider any such request and will decide, in its sole discretion, whether or not to remove the record of discipline.
- 19.05** A Union representative shall be invited by a manager to be present at any meeting with an employee where the purpose of the meeting is to conduct an interview related to contemplated discipline involving matters related to possible theft and/or fraud. A manager may determine, in their sole discretion, to invite a Union representative to an interview in any other matter which may lead to the imposition of discipline.

19.06 In all cases pertaining to interviews described in this section, a Union representative will attend the interview as an observer only, and in no way interfere and/or interrupt in any part of the interview.

Article 20

UNION NOTIFICATION

20.01 The Company agrees to advise the Local President, or designate, when an employee is hired, retired on pension, permanently transferred, reclassified to either part-time or full-time, or promoted to a management position. When an employee is permanently transferred, Union notification will include employee location and occupation. The Company further agrees to advise the Local President, or designate, of an employee's death, resignation or leave of absence for a period exceeding 30 days.

20.02 The Company agrees to advise the Local President, or designate, of any job postings that pertain to occupations covered by this Agreement at the time of the posting or immediately thereafter.

Article 21

DURATION


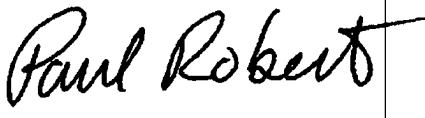





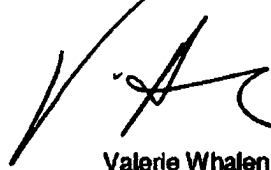

21.01 The Agreement will enter into effect on the date of signing except as otherwise provided and shall remain in full force and effect up to and including May 10th, 2014.

21.02 Either party to this Agreement may, by written notice given to the other party at the least 30 days but not more than 90 days before the expiry of this Agreement, require the other party to commence collective bargaining for the purpose of renewing or revising this Agreement or entering into the new Agreement.

21.03 Notice shall be sufficient with respect to the Union if addressed to the communications, Energy and Paper workers Union of Canada Local 950, 7484 Burris Street, Burnaby, BC V5E 1Y6, and with respect to the Company if addressed to the Secretary of the Company at 1 carref. Alexander-Graham Bell Aile A 7 VERDUN, QC H3E 3B3.

WITNESS CLAUSE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 30th day of September, 2010.

COMMUNICATIONS, ENERGY and PAPERWORKERS UNION of CANADA LOCAL 950	BELL CANADA for its Western Region
 Jolie Warnock	 Paul Robert
 Brent Eichler	 Mark Brennan
 Ian George	 Keith McClelland
 Jamie Lodge	 Valerie Whalen
 Greg McMahon	

Appendix A
OCCUPATION TITLES

For the purposes of Article 1, the following occupation titles are covered by this Agreement

Data Technology Specialist

Field Services Specialist

Network Analyst

Network Operations Specialist

Team Prime

Voice Technology Specialist

MEMORANDUM OF AGREEMENT BETWEEN BELL CANADA AND THE LOCAL 950

WAGE AND AIP ADMINISTRATION

Bell's Compensation Philosophy is to offer competitive, market-based compensation with a particular emphasis on "pay for performance" through base salary management and the Achievement Incentive Plan (AIP).

The Company and the Union agree that the administration of this Memorandum of Agreement can be subject to the grievance process described in Article 5 but cannot be taken further than mediation as outlined in Article 5.06 in this Agreement. This entire Memorandum of Agreement is not arbitrable.

Salary Benchmarks

Each year external market salary survey data will be reviewed. Following this review, salary benchmarks are subject to change from time to time. The Union will be notified of any change to the benchmarks. At the date of signing of this Agreement, the base salary structure was as follows:

- Occupational Titles in Appendix A of this Agreement, excluding Team Prime: benchmark (or "market-point") is \$57,100 per annum or \$29.28 per hour
- Team Prime: benchmark (or "market-point") is \$63,200 per annum or \$32.41 per hour.

Salary Ranges are 80% to 120% of the benchmark. Normal salary progression occurs between 80% up to 104% of the benchmark, based on meeting or exceeding job performance expectations. Any adjustments to base salary at or above 105% of the benchmark, and/or lump sum payments, are primarily performance based and are typically granted to those who consistently exceed job expectations. This zone is used for particular cases only.

Annual Salary Process

The Company, in its sole discretion, will determine if salary increases will be distributed to employees in any given year of this Agreement. Where the Company decides to implement a salary increase for a particular year, the process will typically warrant an effective date of March 1. Where circumstances do not permit the processing of increases in the period specified above, the Company will endeavour to make increases effective as near to March 1 as practicable.

For a given year the salary increase budget may be affected by the following:

- Key Economic indicator forecasts such as GDP, CPI, employment rate, etc.;
- Market benchmarking by industry, sector, employee groups, region, etc.;
- Overall positioning of employees against their benchmark;
- The Company's capacity to pay

Any change to the salary review guidelines below, or its cancellation is subject to the Company's sole discretion. The Union will be notified of any changes.

In 2010, the salary review guidelines were as follows:

Linking Performance to Non-management Base Salary

2010	2010 SALARY REVIEW GUIDELINES					
Overall Performance Rating	Position of Employee's Salary in Relation to the Market-point					
	80%	85%	90%	95%	Market Point 105%	Max
Exceptional	5%- 6%	4%-5%	3% - 4%	2.5%-3.5%	1% - 2%	0.5%-1.5%
Exceed Expectations	4% - 5%	2.5%-3.5%	2.5%-3.5%	2%-3%	0.5%-1.5%	0% - 1%
Meets Expectations	3% - 4%	2%-3%	2%-3%	1% - 2%	0% - 1%	No increase
Partially Meets Expectations	0%-1.5%	0%-1%	0% - 1%	No increase	No increase	No increase
Not performing	No increase	No increase	No increase	No increase	No increase	No increase

Wage Administration for Acting Team Prime

Where an employee is assigned temporarily to an acting Team Prime role for a period of greater than one full work week, and where said period of work is on a continuous basis, a base salary differential of up to 5% will apply at the beginning of the second work week.

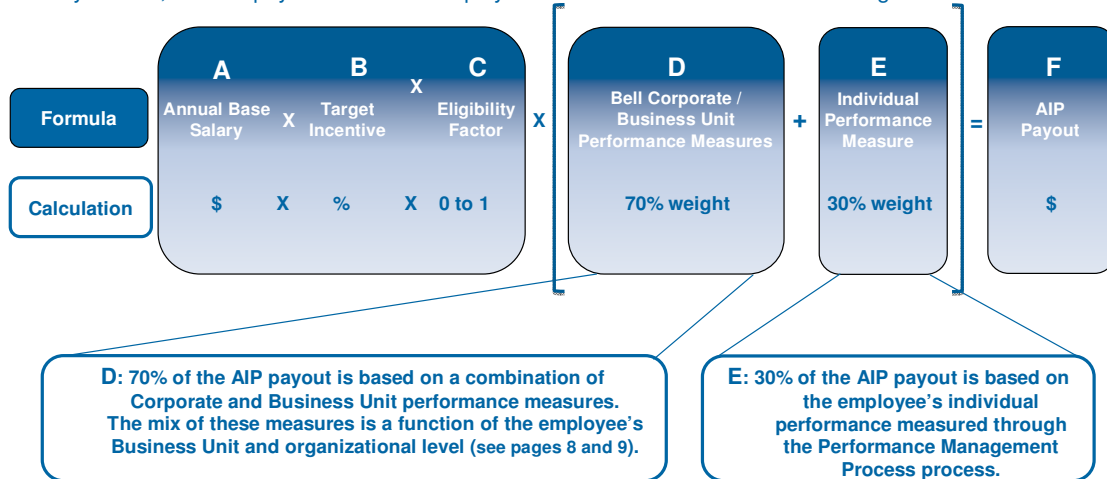
Achievement Incentive Plan

The Achievement Incentive Plan (AIP) is an important component of the total cash compensation of eligible employees. AIP provides a link between our corporate/business unit successes and individual performance.

The AIP target for all western technician roles is currently 9% per year. Any update or changes to the plan, or its cancellation is subject to the Company's sole discretion. AIP payout is governed by the then current AIP Policy.

* In 2010 the AIP formula was as follows:

At year end, the AIP payment for each employee is calculated based on the following formula:



* In 2010, the definition of the formula's components was as follows:

A	Annual Base Salary	<ul style="list-style-type: none"> For full time employees, the annual base salary used in the AIP calculation is the employee's salary as of December 31st, 2010 (or the annual base salary in the last AIP eligible position). For part time employees, the annual base salary used in the AIP calculation is based on the salary that the employee would have received if working full time. (The eligibility factor will reflect the part time status of the employee.)
B	Target Incentive	<ul style="list-style-type: none"> The target incentive varies according to the contribution path (CP level) or employee group of the employee as of December 31st, 2010 (or the target incentive in the last AIP eligible position).
C	Eligibility Factor	<ul style="list-style-type: none"> For full time employees, the eligibility factor is calculated on the number of calendar days (on a 365 days basis) for an employee working in an AIP eligible position during the year. For full time employees, a 1 factor (365 days/365) indicates a full year eligibility. For a part time employee the eligibility factor is calculated based on the hours worked in an AIP eligible position converted in days (hours worked divided by 7.5) and then divided by 261 (365 minus weekends = 261). Paid days off and vacation will be included as hours worked for the eligibility factor calculation. The following periods will reduce the eligibility factor: absence for sickness, leave without pay, time spent in a non AIP eligible position, LTD, period on salary continuance, etc.
D	Bell Corporate / Business Unit Performance Measures	<ul style="list-style-type: none"> 70% of the AIP payout is based on a combination of Corporate and Business Unit performance measures. The mix of these measures is a function of the employee's Business Unit and organizational level (see pages 8 and 9) Each result (for example EBITDA, Revenue, Service Metrics) can vary from 0% up to 150%. To be prorated based on the time worked in each Business Unit in 2010.
E	Individual Performance Index	<ul style="list-style-type: none"> The individual performance index is determined by the Director or VP. This factor varies according to the performance rating received in the Objective: Performance process. This factor can fluctuate from 0 to 3.0 based on individual performance rating.
F	AIP Payout	<ul style="list-style-type: none"> The AIP payout the employee receives. The maximum AIP payout can not exceed 195% of the employee's target bonus.

* In 2010, the AIP individual performance measures were as follows:

Measures linked to Individual Performance

The individual performance is measured through the «Performance Management» program. This program evaluates results on set objectives at the beginning of the year as well as on the Leadership Success Profiles.

Based on the 2010 performance, 30% of an individual's AIP payment could vary between 0 and 300%.

The following grid indicates the individual performance index (multiplier) applicable to the 30% or individual performance indices range associated to the various contribution ratings in Performance Management Process.

RESULTS		+	SUCCESS PROFILE		=	OVERALL PERFORMANCE RATING & ASSOCIATED MULTIPLIER FACTOR			
						Results			
						BELOW MEETS	MEETS	EXCEEDS	
EXCEEDS			HIGHLY EFFECTIVE			N/A	Exceeds Expectations 1.5 to 2.5	Exceptional 2.5 to 3.0	
MEETS			EFFECTIVE			Partially Meets Expectations 0 to 0.25	Meets Expectations 0.75 to 1.25	Exceeds Expectations 1.5 to 2.5	
BELOW MEETS			NEEDS DEVELOPMENT			Non-Performing No AIP payout	Partially Meets Expectations 0 to 0.25	Partially Meets Expectations 0.25 to 0.75	
				Success profile					

* For the most current AIP information, please refer to the HR section of the Company's intranet site.

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

Signed this 30th day of September, 2010.

Paul Robert
Director, Labour Relations
Bell Canada

Joie Warnock
National Representative
CEP

**MEMORANDUM OF AGREEMENT BETWEEN
BELL CANADA AND THE LOCAL 950**

AVERAGING OF HOURS

This is to confirm our agreement with respect to the averaging of "Basic hours of work" and the averaging of "Maximum hours of work" for employees covered by this Collective Agreement.

The purpose of averaging "Basic hours of work" and "Maximum hours of work" are different and hence will be addressed separately in this memorandum.

Basic hours of work

1. In compliance with the Canada Labour Code, this memorandum overrides portions of articles 7 and 8 of this Collective Agreement and regulates the averaging of the basic hours of work as follows:
 - a) The basic hours of work of 7.5 per day and of 37.5 per week described in article 7 may be averaged out over a defined four (4) week period. The averaging of the basic hours of work is subject to local agreement between the Company and the Local Union President (or designate).
 - b) When an agreement is in place as described above, overtime will only be paid if an employee works more than 150 basic hours in a defined four (4) week period.
 - c) Local agreements may vary as to the number of basic hours per day or per week, or the number of days worked per week, but whatever the agreement is the total number of basic hours worked must not exceed 150 hours over a defined four (4) week period.

Maximum hours of work

2. In compliance with the *Canada Labour Code*, this memorandum allows for the averaging of the maximum hours of work per week set by the *Code* (48 hours in any given week) over a 26 week period.
 - a. The maximum hours of work of an employee for each 26-week period of the calendar year will be 1,248.
 - b. The first 26-week period will go from December 31st 2009 to June 30th 2010 and the second 26-week period will go from July 1st 2010 to December 29th 2010. The following 26 week periods will be sequential to December 29th 2010 unless the parties agree otherwise.
 - c. These maximum hours worked include all basic and overtime hours worked.

This maximum hours of work averaging is applicable to all employees covered by this Collective Agreement and no further local agreements are needed.

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

Signed this 30th day of September, 2010.

Paul Robert
Director, Labour Relations
Bell Canada

Joie Warnock
National Representative
CEP

**MEMORANDUM OF AGREEMENT
BETWEEN BELL CANADA AND THE LOCAL 950**

SAFETY FOOTWEAR ALLOWANCE

This is to confirm the following:

The parties agree that incumbents of the following occupational titles are entitled to a safety footwear allowance:

- Field Services Specialist
- Network Operations Specialist
- Team Prime (in Field Operations only)

The terms of the allowance are as follows:

- Reimbursement is only payable upon presentation of a valid receipt to the employee's immediate manager;
- The safety footwear must be CSA approved and adhere to Company policy;
- Reimbursement is up to \$225.00 per twenty-four (24) month period; or
- Reimbursement is up to \$150.00 per twelve (12) month period

In consideration that an employee may have purchased safety footwear shortly in advance of the signing of this Collective Agreement dated September 30, 2010 the parties agree that at least twelve (12) months must have elapsed prior to the reimbursement of any of the abovementioned terms.

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

Signed this 30th day of September, 2010.

Paul Robert
Director, Labour Relations
Bell Canada

Joie Warnock
National Representative
CEP

The following letters are attached to this document solely for convenience purposes and are not part of the Collective Agreement nor will they be construed as being part of the Collective Agreement.

**LETTER OF INTENT
LABOUR RELATIONS MEETINGS**

Bell Canada and the Local 950

The signing parties of this letter recognize that it would be in the interest of both parties to keep channels of communication open throughout the life of the Collective Agreement.

It is the parties' intention to meet at times and places, if not by conference call, that are agreed to by both parties to discuss labour relation issues that may include, but are not limited to:

- Issues arising from the administration or interpretation of the terms and conditions of the Collective Agreement;
- Employee access and distribution of training and development opportunities;
- Issues related to staffing;
- Any other issues that the parties agree to discuss.

Paul Robert
Director, Labour Relations
Bell Canada

Joie Warnock
National Representative
CEP

**LETTER OF INTENT
WESTERN PERSONAL DAYS**

Bell Canada and the Local 950

The Company and the Union agree that the two (2) Western Personal Days off with pay are now included in this Agreement and are incorporated within Article 14.03.

Employees covered under this Agreement are not eligible for any additional day(s) off with pay other than what is outlined in Article 14 and their vacation entitlement as outlined in Article 13.

Paul Robert
Director, Labour Relations
Bell Canada

Joie Warnock
National Representative
CEP