

## **AGREEMENT IN PRINCIPLE**

For the Negotiations between  
Expertech Network Installation Inc. and UNIFOR  
for the renewal of the Craft and Services Employees Collective Agreement

**November 19, 2020**

Negotiations for the renewal of the Craft and Services Employees Collective Agreement began the week of September 14, 2020. The existing Collective Agreement expired on November 30, 2019.

### **TERMS OF SETTLEMENT**

Unless otherwise specified, the conditions detailed in this document are effective upon signature of the renewal Collective Agreement. With the exception of minor changes in formatting and reference changes that may be required to reflect the changes detailed in this document, the language that is associated with this Agreement in Principle is attached.

#### **A. Details**

##### **1. Duration:**

- a. The duration of the renewal Collective Agreement will be four (4) years, expiring on November 30, 2023.

##### **2. Wages**

- a. Annual wage increases will be 1.5% effective April 1, 2020, 1.75% on April 1, 2021, 2% on April 1, 2022, and 2% on April 1, 2023.

##### **3. Wage Administration**

- a. The existing wage caps will be changed to reflect an increase from step 12 to step 13 for Class II employees. In the case of those employees who have been at step 12 for at least six (6) months as of the date of ratification, they will move immediately to step 13.
- b. The wage schedule for utility employees will be updated to allow for progression to step 6.
- c. Appendix "A" sets out the weekly and hourly rates of pay in the revised wage schedules.

##### **4. Retirement Incentive Offer**

- a. Following ratification of this Agreement in Principle, the Company will make available to a maximum of sixty (60) eligible craft and services employees a retirement incentive offer (RIO). The Company further commits to add a minimum of twenty (20) new hires. An overview of the general terms and conditions of this RIO is attached herein as Appendix "B".

**5. Safety Footwear**

- a. Section 12.05 will be amended to reflect that the existing amounts of \$95.00, \$140.00 and \$200.00 will be increased to \$110.00, \$160.00 and \$220.00 respectively. The language is attached herein as Appendix "C".

**6. Hours of Work**

- a. The language in sections 18.09 and 18.17(a) will be corrected to reflect the 2016 agreement to change references to 'by posting' to 'in writing'.
- b. Sections 18.18 and 18.20 will be amended to reflect that the existing amounts for the differentials for work in an off-normal period will be increased.
- c. The language is attached herein as Appendix "D".

**7. Banked Time**

- a. Section 19.14 will be adjusted to reflect an increase in the maximum hours that may be banked by an employee from 120 to 160.
- b. Language will be added to article 19 to provide the option for an employee to request to be compensated for a maximum of forty (40) hours of time in their bank.
- c. The language is attached herein as Appendix "E".

**8. Annual Vacation**

- a. Section 21.13 will be amended to reflect that the 25% maximum may be exceeded in order to allow for rounding up to the next highest number of employees. The language is attached herein as Appendix "F".
- b. The parties have further agreed that all vacation calendars will follow a rounding up system. For example, where the minimum number of employees permitted on vacation at one time is 1.1 based on the number of employees in the immediate manager's group, the minimum allowed off shall be deemed to be two (2) employees.

**9. Transfers and Reassignments**

- a. Section 22.12 will be updated to reflect the agreed upon changes to selection procedure for permanent and temporary lateral reassignments.
- b. The term 'functional group' will be replaced with the term 'occupation' in all applicable sections of the renewal Collective Agreement.
- c. The language is attached herein as Appendices "G" and "H".

**10. Travel Allowance, Living and Transportation Expenses**

- a. Section 23.04 will be updated to reflect that the mileage rate will be the greater of the amount indicated or the corporate reimbursement rate in effect.
- b. Section 23.08(b)(i) will be updated to reflect an increase in the per diem amount from \$50 per day to \$55 per day as well as a redistribution in the amounts at each meal.
- c. Section 23.12(b) will be amended to reflect the change in frequency of periodic trips for assignments more than 1000km. The language is further amended to provide the option for the manager, employee and union to mutually agree that the employee may remain at the temporary location in lieu of taking a periodic trip(s).
- d. The Memorandum of Agreement on Travel Time, negotiated between the parties in November 2017, will be incorporated into the renewal Collective Agreement.
- e. The language is attached herein as Appendices "I" and "J".

**11. Job Postings**

- a. Section 24.01 will be amended to set out that there are no job openings created when a temporary lateral reassignment extends beyond 24 consecutive months. The language is attached herein as Appendix "K".

**12. Sickness Absence, Disability and Benefits**

- a. The Income Protection Plan will be amended to reflect a reduction of the relapse period from thirteen (13) weeks to ten (10) weeks.

**13. Bereavement Leave**

- a. Language will be added to article 31 to reflect that there are circumstances where the allowed bereavement leave is needed outside the specified timeframe(s) and that the Company may grant an employee's request for deferral. The language is attached herein as Appendix "L".

**14. Leave for Child Care Responsibilities**

- a. A new supplemental allowance plan will be applied for eligible employees taking an approved leave for child care responsibilities. A summary of the new plan is attached herein as Appendix "M".

**15. Bargaining Procedure**

- a. Section 34.01 will be amended to reflect an increase in the maximum number of authorized bargaining representatives from six (6) to ten (10), a maximum eight (8) of whom can be paid by the Company when the language provides for such. The language is attached herein as Appendix "N".

**16. Acting Management Assignments**

- a. A new Memorandum of Agreement will be entered into for the purposes of outlining time restrictions for craft employees on acting management assignments. The language is attached herein as Appendix "O".

**17. Absence Notification Process**

- a. The current absence notification and EXP4 return from absence processes will be adapted to facilitate these notifications including the local health and safety representatives. A flow chart is attached herein as Appendix "P".

**18. Job Descriptions**

- a. The existing Table – Basic Job Descriptions will be modified to reflect the addition of the job description for Calibration Specialist. The language is attached herein as Appendix "Q".

**19. Home Dispatch**

- a. The Memorandum of Agreement on Home Dispatch will be amended to remove the exception of 18.24 and 18.25. The language is attached herein as Appendix "R".

**20. Work Jurisdiction**

- a. A new Memorandum of Agreement will be entered into regarding the business and operations of Expertech. The new Memorandum is attached herein as Appendix "S".

**21. Joint Labour Relations Committee**

- a. The existing Memorandum of Agreement on JLRC will be updated to reflect the following changes:
  - i. An increase in the number of authorized bargaining representatives;
  - ii. An increase in the number of annual meetings;
  - iii. The addition of contracting out to the list of topics in the committee's mandate; and
  - iv. The inclusion of specific concerns, if any, related to the selection process for training in the committee's mandate.
- b. The revised Memorandum is attached herein as Appendix "T".

**22. Contracting Out**

- a. The existing Letter of Intent on Contracting Out will be adjusted to reflect that the forum for the applicable discussions will be the Joint Labour Relations Committee meetings. The revised Letter is attached herein as Appendix "U".

**23. Violence or Abuse in Personal Life**

- a. A new Memorandum of Agreement will be entered to outline that victims of domestic violence will not be subjected to discipline for performance issues or absences linked to this domestic violence situation. The new Memorandum is attached herein as Appendix "V".

**24. Mental Health**

- a. A new Memorandum of Agreement will be entered to outline the Company and Union's mutual commitment to the mental health and well-being of the employees. The new Memorandum is attached herein as Appendix "W".

**25. Letters of Intent into Memoranda of Agreement**

- a. The following Letters of Intent will be converted into Memoranda of Agreement:
  - i. Kilometers
  - ii. Hours Worked
  - iii. Overtime on Callouts and on a Day Outside the Employee's Scheduled Work Week
- b. The following Letter of Intent will be modified and converted into a Memorandum of Agreement:
  - i. Banked Time as Vacation Time
- c. The language is attached herein as Appendix "X", "Y", "Z" and "AA".

**26. Paid Education Leave**

- a. A new Memorandum of Agreement will be entered into providing for the contribution by the Company to the Unifor Paid Education Leave fund. The new Memorandum is attached herein as Appendix "BB".

**B. Other Miscellaneous Changes**

1. The Company's mailing address in section 35.03 will be updated to 8001 Weston Road, Suite 300, Woodbridge, Ontario L4L 9C8.

**C. Memoranda of Agreement**

In addition to those Memoranda of Agreement previously identified in Section A (Details) of this Agreement in Principle, the following Memoranda of Agreement are renewed with the appropriate changes:

- (i) Health and Safety Resource
- (ii) Reduced Work Week
- (iii) Averaging Hours of Work
- (iv) Article 24 – Arbitrability
- (v) Seniority – Tie Breaker
- (vi) Amount of Time Worked – Tie Breaker
- (vii) Workforce Diversity Project
- (viii) Potential Sale of Business Involving the Transfer of Craft and Service Employee
- (ix) Utility Employee
- (x) Early Start Times
- (xi) Vacation for the Calendar Year of Retirement
- (xii) Restrictions During Article 11 Lay-Off

The following Memorandum of Agreement shall be placed into the historical section:

- (i) Visual Display Terminal

The following Memorandum of Agreement will remain in the historical section:

- (i) Pension (Former Nortel Employees)

**D. Letters of Intent**

In addition to those Letters of Intent previously identified in Sections A (Details) of this Agreement in Principle, the following Letters of Intent are renewed, with the applicable changes:

- (i) Time off for Union Business (Article 5)
- (ii) Assignment of Hours of Work – Temporary Part-Time Employees
- (iii) Freezing of Grievances
- (iv) Alternate Work Week
- (v) Joint Review Committee (Article 24)

- (vi) Transfers, Reassignments, Out of Country Assignments, Job Posting Procedures and Qualifications and Basic Job Requirements
- (vii) Joint Review Committee – Reasonable Accommodation Cases
- (viii) Training Programs Out of Country
- (ix) Seasonal Leave with Income Averaging
- (x) Workforce Diversity
- (xi) Benefit Plans
- (xii) Appropriate and Safe Return to Work Committee
- (xiii) Transmission Tester Integration

**E. Appendices**

- A. Attachment C – Wage Schedule, as amended
- B. Retirement Incentive Offer – Terms and Conditions
- C. Article 12, as amended
- D. Article 18, as amended
- E. Article 19, as amended
- F. Article 21, as amended
- G. Article 22, as amended
- H. Various sections re ‘Functional Group’, as amended
- I. Article 23, as amended
- J. Memorandum of Agreement – Travel Time
- K. Article 24, as amended
- L. Article 31, as amended
- M. New Supplemental Allowance Plan - Overview
- N. Article 34, as amended
- O. Memorandum of Agreement – Acting Management Assignments
- P. Union Absence Notification Process – Flow Chart
- Q. Table – Basic Job Descriptions
- R. Memorandum of Agreement – Home Dispatch
- S. Memorandum of Agreement – Expertech Network Installation
- T. Memorandum of Agreement – Joint Labour Relations Committee
- U. Letter of Intent – Contracting Out
- V. Memorandum of Agreement – Violence or Abuse in Personal Life
- W. Memorandum of Agreement – Mental Health
- X. Memorandum of Agreement – Kilometers
- Y. Memorandum of Agreement – Hours Worked
- Z. Memorandum of Agreement – Overtime on Callouts and on a Day Outside the Employees Scheduled Work Week
- AA. Memorandum of Agreement – Banked Time as Vacation Time
- BB. Memorandum of Agreement – Paid Education Leave

**APPENDIX "A" – ATTACHMENT C - WAGE SCHEDULES, AS AMENDED**

**ATTACHMENT C**

**WAGE SCHEDULE  
WEEKLY AND HOURLY BASIC RATES OF PAY**

		1.50%		1.75%		2.00%		2.00%	
		1 Apr 2020		1 Apr 2021		1 Apr 2022		1 Apr 2023	
	Step	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
CAP CLASS I	15	\$ 1,433.20	\$ 35.83	\$ 1,458.40	\$ 36.46	\$ 1,487.60	\$ 37.19	\$ 1,517.20	\$ 37.93
	14	\$ 1,399.20	\$ 34.98	\$ 1,423.60	\$ 35.59	\$ 1,452.00	\$ 36.30	\$ 1,481.20	\$ 37.03
CAP CLASS II	13	\$ 1,365.20	\$ 34.13	\$ 1,389.20	\$ 34.73	\$ 1,416.80	\$ 35.42	\$ 1,445.20	\$ 36.13
	12	\$ 1,300.80	\$ 32.52	\$ 1,323.60	\$ 33.09	\$ 1,350.00	\$ 33.75	\$ 1,377.20	\$ 34.43
	11	\$ 1,248.80	\$ 31.22	\$ 1,270.80	\$ 31.77	\$ 1,296.40	\$ 32.41	\$ 1,322.40	\$ 33.06
	10	\$ 1,186.40	\$ 29.66	\$ 1,207.20	\$ 30.18	\$ 1,231.20	\$ 30.78	\$ 1,256.00	\$ 31.40
	9	\$ 1,113.20	\$ 27.83	\$ 1,132.80	\$ 28.32	\$ 1,155.60	\$ 28.89	\$ 1,178.80	\$ 29.47
	8	\$ 1,056.00	\$ 26.40	\$ 1,074.40	\$ 26.86	\$ 1,096.00	\$ 27.40	\$ 1,118.00	\$ 27.95
	7	\$ 972.00	\$ 24.30	\$ 989.20	\$ 24.73	\$ 1,008.80	\$ 25.22	\$ 1,028.80	\$ 25.72
	6	\$ 918.80	\$ 22.97	\$ 934.80	\$ 23.37	\$ 953.60	\$ 23.84	\$ 972.80	\$ 24.32
	5	\$ 873.60	\$ 21.84	\$ 888.80	\$ 22.22	\$ 906.40	\$ 22.66	\$ 924.40	\$ 23.11
	4	\$ 822.00	\$ 20.55	\$ 836.40	\$ 20.91	\$ 853.20	\$ 21.33	\$ 870.40	\$ 21.76
	3	\$ 770.80	\$ 19.27	\$ 784.40	\$ 19.61	\$ 800.00	\$ 20.00	\$ 816.00	\$ 20.40
	2	\$ 719.60	\$ 17.99	\$ 732.00	\$ 18.30	\$ 746.80	\$ 18.67	\$ 761.60	\$ 19.04
	1	\$ 680.80	\$ 17.02	\$ 692.80	\$ 17.32	\$ 706.80	\$ 17.67	\$ 720.80	\$ 18.02

Note: The interval between Steps shall be 1040 Hours Worked

**WAGE SCHEDULE  
UTILITY EMPLOYEE  
WEEKLY AND HOURLY BASIC RATES OF PAY**

Step	1.50%		1.75%		2.00%		2.00%	
	1 Apr 2020		1 Apr 2021		1 Apr 2022		1 Apr 2023	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
6	\$ 918.80	\$ 22.97	\$ 934.80	\$ 23.37	\$ 953.60	\$ 23.84	\$ 972.80	\$ 24.32
5	\$ 873.60	\$ 21.84	\$ 888.80	\$ 22.22	\$ 906.40	\$ 22.66	\$ 924.40	\$ 23.11
4	\$ 822.00	\$ 20.55	\$ 836.40	\$ 20.91	\$ 853.20	\$ 21.33	\$ 870.40	\$ 21.76
3	\$ 770.80	\$ 19.27	\$ 784.40	\$ 19.61	\$ 800.00	\$ 20.00	\$ 816.00	\$ 20.40
2	\$ 719.60	\$ 17.99	\$ 732.00	\$ 18.30	\$ 746.80	\$ 18.67	\$ 761.60	\$ 19.04
1	\$ 680.80	\$ 17.02	\$ 692.80	\$ 17.32	\$ 706.80	\$ 17.67	\$ 720.80	\$ 18.02

Note: The interval between Steps shall be 1040 Hours Worked



## APPENDIX "B" – RETIREMENT INCENTIVE OFFER

### RETIREMENT INCENTIVE OFFER

#### OVERVIEW OF TERMS & CONDITIONS

Upon ratification of the Agreement in Principle dated November 19, 2020, the Company will make available a Retirement Incentive Offer (RIO) to a maximum of sixty (60) eligible employees.

#### General Overview

##### **Eligibility Criteria**

You must be a participant in the pension plan, be at least 55 years old, and have a minimum 85 points (age + service) on or before December 31, 2020.

##### **Selection Criteria**

Employees will be selected based on seniority.

##### **Incentive**

The lump sum Retirement Incentive will be equal to 12 months of base salary and will be payable in the 60 days following your retirement date. The retirement allowance will be paid subject to your signing a Release & Discharge Form prior to your date of retirement.

##### **Retirement Date**

Eligible employees who apply for this RIO will be required to exit the Company at a date determined by the Company, but not later than June 30, 2021.

Individual requests for a date of retirement earlier than that selected by the Company will be reviewed and accommodated where possible.

##### **Annual Vacation**

Eligible employees retiring with this RIO will be granted vacation entitlement in accordance with the provisions of Article 21 of the craft and services collective agreement.

##### **Application Process**

Specific details regarding the application process and deadlines will be provided at a later date.

All applications for the RIO will be irrevocable.

**APPENDIX "C" – ARTICLE 12 SAFETY AND HEALTH, AS AMENDED**

**ARTICLE 12**  
Safety and Health

**12.05** The Company shall pay for all safety equipment that employees are required to wear except for safety footwear. Where employees are required by the Company to wear safety footwear the Company agrees to pay for each employee

- a) the full cost up to a maximum of \$160.00 per calendar year for one pair of safety boots and/or one pair of overshoes to fit safety boots (\$220.00 for the safety boots and/or overshoes to fit safety boots of Line Technicians), or
- b) the full cost up to a maximum of \$110.00 per calendar year for one pair of safety shoes and/or one pair of overshoes to fit safety shoes.

**APPENDIX "D" – ARTICLE 18 HOURS OF WORK, AS AMENDED**

**ARTICLE 18**  
Hours of Work

**Arrangement and Assignment  
of Tours of Duty**

**18.09** At least three days' notice, in writing, shall be given by the Company to an employee who is to be changed from his scheduled tour of duty. Any change in scheduled tour of duty arising from the application of section 18.07 shall not require notice ~~by posting~~ **in writing.**

**Premium Pay for Changes in a  
Scheduled Work Week**

**18.17** (a) If a full-time employee is given less than three days' notice, in writing, of a change in his scheduled work week, he shall be paid one-half time extra for time worked on a day outside the work week previously scheduled, but only for the number of days by which the notice given is short of the three day notice requirement. Any change in scheduled work week arising from the application of section 18.07 shall not require notice ~~by posting~~ **in writing.**

**Differential for Work in  
Off-Normal Period**

**18.18** An employee who is scheduled to work 30 or more hours per week, shall be paid a differential for each off-normal tour worked as follows:

<b><u>Hours Worked in the Off-Normal Period</u></b>	<b><u>Differential</u></b>
Less than 2	<del>1.40</del> <b>1.50</b>
2 but less than 4	<del>2.45</del> <b>2.55</b>
4 but less than 6	<del>3.63</del> <b>3.85</b>
6 and over	<del>5.30</del> <b>5.60</b>

**18.20** An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a differential of ~~\$4.00~~ **4.65**, in addition to any other premiums or differentials, which are applicable.

**APPENDIX "E" – ARTICLE 19 OVERTIME, AS AMENDED**

**ARTICLE 19**

Overtime

**Time off in Lieu of Overtime Payment**

**19.14** Except for overtime compensated under the provisions of sections 19.09 and 19.10, an employee may request to be compensated for overtime hours worked by time off in lieu of overtime payment, from his scheduled tours of duty. This time off shall constitute full compensation for those hours. An employee's request to bank such time off in lieu of overtime payment must be made known to his manager at the time the employee is assigned to work overtime. The total number of hours banked by an individual employee for purposes of time off in lieu of overtime payment shall never exceed ~~160~~<sup>120</sup> hours at any one time.

(a) Time off in lieu of overtime payment for overtime hours worked at straight time shall be banked on the basis of one hour for each hour of overtime worked and, when taken, shall be paid at the employee's basic rate of pay. On the same basis, an employee may also request to be compensated by time off in lieu of payment of premiums provided under section 18.21 and in accordance with the provisions of this section.

(b) Except for time banked in accordance with the provisions of sub-section 19.14 (a), time off in lieu of overtime payment shall be banked on the basis of one and one half hours for each hour of overtime worked, and when taken, shall be paid at the employee's basic rate of pay.

(c) Banked time off in lieu of overtime payment shall be scheduled, subject to service requirements, at a time mutually agreed to by the employee and the Company. The minimum amount of time off which may be granted under this section shall be one (1) hour.

(d) Notwithstanding the above, if a Temporary Part Time employee has their scheduled work week reduced to less than 39.0 hours, they may elect to utilize any accumulated banked overtime they may have to increase their total hours up to 39.0 hours for the week.

**(e) In lieu of taking the time off provided under this section, an employee with banked time owing may request to be compensated, once every calendar year, at his basic rate of pay, for up to 40 hours from his bank.**

**APPENDIX "F" – ARTICLE 21 ANNUAL VACATION, AS AMENDED**

**ARTICLE 21**  
Annual Vacation

**21.13** For the purpose of subsection 21.12 (b), the vacation schedule shall be prepared so that the total number of employees on vacation at any time during the period of June through September in the immediate manager's group does not exceed 25%, **except to allow for rounding up to the next closest number of employees.** This percentage shall be based on the number of employees in that group on December 1st of the previous year.

**APPENDIX "G" – ARTICLE 22 TRANSFERS AND REASSIGNMENTS, AS AMENDED**

**ARTICLE 22**

Transfers and Reassignments

**Reassignments**

- 22.12** (a) In the selection of an employee for:
- (i) a permanent lateral reassignment, the Company shall first give consideration to the most senior volunteer. The reassigned employee shall be from the occupation in the seniority unit within the reporting centre from which the reassignment is to be made.
  - (ii) a temporary lateral reassignment for more than 30 days, the Company shall first give consideration to the most senior volunteer. In the event that there is no volunteer, the employee of least seniority shall be selected. The reassigned employee shall be from the occupation in the seniority unit within the reporting centre from which the reassignment is to be made.

## APPENDIX "H" – VARIOUS SECTIONS RE 'FUNCTIONAL GROUPS', AS AMENDED

### ARTICLE 4

#### Union Representation

**4.03** (a) Before changing the status of any Local Officer, Chief Steward or Steward, who is to continue in the Company's employ, so as to render him ineligible to represent his voting unit, such Local Officer, Chief Steward or Steward shall be allowed reasonable time to transfer his duties as a Local Officer, Chief Steward or Steward to his successor.

(b) Except where the provisions of Article 11 or Article 16 apply, where a Steward or a Local Officer is selected for a relocation which would render him ineligible to represent his voting unit and there is another employee in the same ~~occupationfunctional group~~, within the same reporting centre and who possesses the same qualifications, the Steward or Local Officer shall be given the option of accepting or rejecting the relocation providing the remaining employees at the reporting centre from which the relocation is to be made are qualified to perform the work remaining.

### ARTICLE 22

#### Transfers and Reassignments

##### Temporary Transfer

**22.09** In the selection of an employee for temporary transfer, where the employee is required by the Company to remain away from his home for a period which is expected by the Company to be in excess of two weeks, the Company will give first consideration to the most senior employee who will volunteer from the ~~occupationfunctional group~~ in the seniority unit at the reporting centre from which the transfer is to be made, and who has the necessary qualifications.

**22.10** In the event that there is no volunteer, as provided in section 22.09, the employee of least seniority from the ~~occupationfunctional group~~ in the seniority unit, at the reporting centre from which the transfer is to be made, and who has the necessary qualifications, shall be selected.

**22.11** It is the Company's intention that on completion of a temporary transfer the employee shall be returned to his former position and reporting centre. It is understood that such re-transfer will not be possible where an emergency situation exists, or where due to unplanned or unforeseen events there is insufficient work and, therefore, his former position at his former reporting centre is not open. However, in order to enable a more senior employee who is on temporary transfer to return to his former reporting centre, the Company agrees to displace an employee with less seniority in the same ~~occupationfunctional group~~ at that reporting centre.

OUT OF COUNTRY ASSIGNMENTS

MEMORANDUM OF AGREEMENT BETWEEN  
EXPERTECH  
AND  
UNIFOR  
REPRESENTING CRAFT AND SERVICES  
EMPLOYEES

2. In the selection of employee volunteers, the Company will give first consideration to the most senior employees who volunteer, providing the employee's performance on his existing job meets job requirements, from the **occupation(s)**~~functional group(s)~~ in the seniority unit at the reporting centre(s) from which the transfers are to be made, and who have the necessary qualifications, providing the remaining employees at the reporting centre have the necessary qualifications to do the work required.
  
3. The employee's voluntary assignment to a special project outside of Canada shall be considered a temporary transfer and shall be for the duration of the project. It is the Company's intention that on completion of the temporary transfer the employee shall be returned to his former position and reporting centre. It is understood that such return will not be possible where an emergency situation exists, or where due to unplanned or unforeseen events there is insufficient work and, therefore, the former position at the former reporting centre is not available. However, in order to enable a more senior employee who is on temporary transfer to return to his former reporting centre, the Company agrees to displace an employee with less seniority in the same **occupation**~~functional group~~ at that reporting centre.



**APPENDIX "I" – ARTICLE 23 TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID, AS AMENDED**

**ARTICLE 23**

Travel Allowance, Living and Transportation Expenses Paid

**23.04** (a) Except as otherwise provided in sections 23.05 and 23.06, where an employee who is providing his own transportation to travel daily between his home and the work location, and who so travels on his own time, is required to begin or end his tour of duty at a point beyond the boundaries of his reporting locality, he shall be paid, travel allowance for mileage incurred, in accordance with the following:

By determining the kilometres between his permanent and new work locations; and

For the first 5000 km in a calendar year 41.0 cents per km;

5000 and over km's in the calendar year 35.0 cents per km;

**Or at the corporate reimbursement rate in effect, whichever is higher.**

(b) Travel allowance shall only be paid in accordance with subsection 23.04 (a) where the employee reports to a work location, which is further from his home than his reporting centre.

**Living Expenses**

**23.08** Where an employee is required to travel on Company business and to remain away from home overnight, he shall receive living expenses as follows:

(a) Reasonable and actual expenses for satisfactory, single occupancy room where it is available, and

(b) a per diem allowance of

(i) ~~\$550~~.00 per calendar day,

if the employee is away for a full calendar day, or

(ii) ~~\$102~~.00 if away over the breakfast period,  
~~\$257~~.00 if away over the lunch period, and  
~~\$204~~.00 if away over the dinner period

if the employee is away for less than a full calendar day.

(c) the per diem allowance referred to in subsection 23.08 (b) shall cover all expenses incurred by an employee who is required to travel on Company business except for local transportation and as otherwise specifically provided in this Article.

**23.12** Periodic Trips

- (a) An employee, assigned to a headquarters in Ontario or Quebec, who is receiving living expenses, while on a job assignment in Ontario or Quebec, shall be entitled to a trip to and from his home once every week. Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent that such time is outside the time paid for work on that day. In addition, he shall be paid for transportation expenses.
  
- (b) An employee, assigned to a headquarters in Ontario or Quebec, on a job assignment to a work location outside of Ontario or Quebec, and any employee from other provinces, who is receiving living expenses shall be entitled to periodic trips to and from his home based on the following:

Distance from home or report center (whichever is closer) to the work location is:

72-1000 airline km's shall be entitled to a trip to and from his home once every week

More than 1000 km's shall be entitled to a trip to and from his home **once every two weeks, unless mutually agreed otherwise by the employee, the Union and the Company**, ~~at least 16 times per year based on the periodic calendar.~~

~~There shall be at least 16 periodic trips per calendar year designated on specific dates:~~

~~One (1) trip in conjunction with Christmas/ New Years period~~

~~The remaining trips will be scheduled throughout the year taking into account statutory holidays and the dates for these shall be agreed upon annually by the Company and the Union.~~

~~Note: these dates may be adjusted with mutual consent to take into account the employee's annual vacation period.~~

Such employee shall be paid on a straight time basis for travel time required by commercial transport to the extent that such time is outside the time paid for work on that day. In addition, he shall be paid for transportation expenses.

**APPENDIX “J” – TRAVEL TIME**

**TRAVEL TIME**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

WHEREAS the Company regularly assigns employees to work locations outside the employees' headquarters that requires travel outside of their scheduled work week;

AND WHEREAS the employees are paid travel time on a straight time basis, as well as applicable transportation and living expenses, associated with this travel in accordance with Article 23 of the Collective Agreement;

AND WHEREAS the Union has raised the issue of reasonableness as it relates to the number of hours of travel employees should be expected to do outside of, and therefore in addition to, their scheduled work weeks;

AND WHEREAS the Union has submitted for arbitration grievances claiming, among other things, that the travel hours and hours worked were excessive and contrary to the requirements of the *Canada Labour Code*;

AND WHEREAS the Collective Agreement does not provide for a maximum number of hours in any given week that an employee can be required to travel outside their scheduled work week;

AND WHEREAS the Company maintains that their current practice is not in violation of the Collective Agreement, *Canada Labour Code* or other statute, however recognizes the value and benefits of work life balance;

THEREFORE the parties agree to the following;

1. Employees will not be required to travel in excess of ten (10) hours of cumulative travel time outside of and in addition to their scheduled work week in any week in which they also complete 40 hours of work.
2. When assigned to a work location that would normally require travel in excess of the parameters set out in paragraph 1 above, the Company will reduce the employee's scheduled work week by the applicable extra number of travel time hours. In the alternative, the employee and manager may mutually agree to maintain the scheduled work week and pay the additional travel time hours at 1.5x the employee's hourly rate.
3. Solely for purposes of calculating the ten (10) hours of weekly travel time, the following will apply:

- a. Where the employee travels using the means of transportation selected by the Company, the actual time spent travelling will be included.
- b. Where the employee elects a mode of transportation other than the one chosen by the Company, the lesser of the actual travel time and the travel time that would have been incurred, between first and last terminal, had the employee travelled by the Company's selected mode of transportation will be included.

And in any event, all payments for travel time shall continue to conform to articles 23.12 and 23.14.

4. The Union withdraws as settled all grievances related to the issues addressed in this Memorandum with the exception of those in which a grievor was required to travel in excess of the parameters set out in paragraph 1 above which will continue to be managed through the established grievance procedures and in accordance with the terms of this Memorandum.
5. The parties agree that this Memorandum is entered into without any admission of wrongdoing or liability on the part of any party.
6. The parties agree that this Memorandum shall be without prejudice and without precedent to any future proceedings before the parties, save and except for purposes of implementation and enforcement of this Memorandum. Without limiting the foregoing, the parties agree that this Memorandum is not intended to be an acknowledgement that travel time outside of and in addition to a scheduled work week forms part of the standard hours of work for purposes of the *Canada Labour Code*.
7. To the extent necessary, the parties agree that this Memorandum is enforceable under the grievance and arbitration provisions of the Collective Agreement.

**APPENDIX "K" – ARTICLE 24 JOB POSTING PROCEDURES, AS AMENDED**

**ARTICLE 24**  
Job Posting Procedures

**Job Opening**

**24.01** (a) The definition of a job opening for the purposes of the job posting procedure is:

(i) Any permanent addition or replacement to the Regular Full-Time employee staff within an NST,

(ii) Any permanent upgrade within an NST,

(iii) When a job has been filled by a temporary transfer or temporary reassignment, by either one or more individuals, for 24 consecutive months,

(b) Notwithstanding the provisions of subsection 24.01 (a), there are no job openings created:

(i) When organization structures are merged or otherwise reorganized, when functions are realigned, or when employees follow their work into another NST in connection with a closure, consolidation or centralization;

(ii) When a Temporary Part Time employee, having 5200 cumulative hours worked, is being reclassified to Regular Full Time-;

**(iii) When an employee has been on a temporary lateral reassignment beyond 24 consecutive months.**

**APPENDIX "L" – ARTICLE 31 BEREAVEMENT LEAVE, AS AMENDED**

**ARTICLE 31**  
Bereavement Leave

**31.06**

**Bereavement leave may be required outside the period specified in sections 31.01 to 31.03. In such circumstances, the Company may grant a request to defer the leave.**

## APPENDIX "M" – SUPPLEMENTAL ALLOWANCE PLAN

### Company Supplemental Allowance Plan (SAP) - Overview

#### **Highlights**

- The number of weeks covered by the company will increase significantly from 17 weeks to 36 weeks for the birth mother and from 10 weeks to 19 weeks for the other parent or for team members who adopt a child.
- Removal of nil payment for the first two weeks.

#### **Eligibility for SAP benefits**

All regular employees with at least six months of continuous employment prior to the commencement of their leave and receiving government benefits under the:

- Employment Insurance (EI) maternity or parental benefits; or
- Québec Parental Insurance Plan (QPIP) benefits

#### **Maximum Coverage Period**

**Maternity:** 17 weeks

**Parental:** 19 weeks (Birth mothers who receive the SAP benefits under the maternity leave are also entitled to the SAP benefits under the parental leave).

**Adoption:** 19 weeks

#### **Salary Replacement**

SAP plus EI/QPIP payments will replace 70% of the basic rate of pay you have at the time you start your leave for the covered period. Proof of EI/QPIP payments must be provided. The payments are biweekly on your pay schedule and without waiting. If both parents are working for the company, they can both receive SAP benefits as long as they are sharing the government benefits. Your total SAP benefits will be reduced by any salary you earn or additional EI/QPIP benefits you may receive during your covered period.

For part time employees the average basic salary earned on the 26 weeks preceding the leave is used instead of the basic rate of pay you have at the time you start your leave.

#### **Outside Quebec**

Parental SAP is calculated based on an EI rate of 55% (up to the maximum yearly insurable amount) even if the employee chose the Extended Parental Benefits under EI.

#### **Quebec**

SAP is calculated based on QPIP option chosen by the employee (Basic Plan 70%/55% or Special plan 75%)

**APPENDIX "N" – ARTICLE 34 BARGAINING PROCEDURE, AS AMENDED**

**ARTICLE 34**  
Bargaining Procedure

**34.01** 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 the Company on the other.

The number of employees of the Company to be authorized, as Bargaining Representatives of the Union shall not exceed ~~six~~ **ten. A maximum of eight (8) such representatives may be paid in accordance with section 5.02.**



**APPENDIX "O" – ACTING MANAGEMENT ASSIGNMENTS**

**ACTING MANAGEMENT ASSIGNMENTS**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm our understanding reached during the negotiations for the renewal of the Craft and Services employees Collective Agreement regarding acting management assignments.

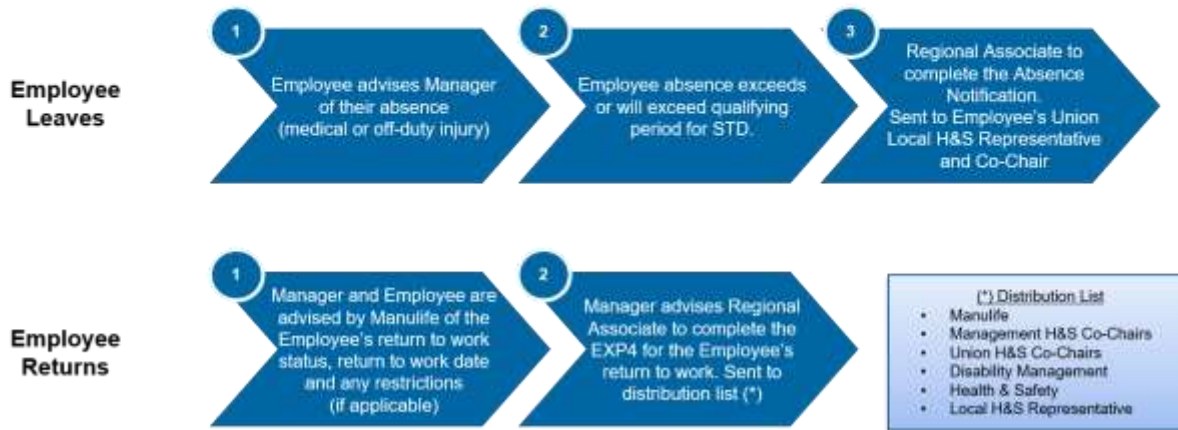
It is agreed that any acting management assignment shall be for a maximum duration of twelve (12) cumulative months in a twenty-four (24) month period, unless mutually agreed otherwise between the Company, employee and local union(s) involved.

Notwithstanding the above, if the purpose of the acting assignment is for the coverage of a maternity / parental / adoption related leave, such assignment shall be for a maximum duration of eighteen (18) months, unless mutually agreed otherwise.

It is further agreed that an employee is not prohibited from accepting more than one acting assignment during their career.

## APPENDIX “P” – UNION ABSENCE NOTIFICATION FLOW CHART

### Notification Process: Medical or Off-Duty Injury



Note: This process is not intended to replace or modify the existing process related to absences. E.g. Expertech SDB process.

### Notification Process: On-Duty Injury



Note: This process is not intended to replace or modify the existing process related to absences. E.g. Expertech SDB process.

**APPENDIX “Q” – TABLE – BASIC JOB DESCRIPTIONS**

	<b>Splicer</b>	<b>COE Technician</b>	<b>Calibration Specialist</b>
<b>Class I</b>	<p>Performs “live” aerial, buried and underground splicing work, including complex rearrangements and testing, without close supervision. Able to identify and diagnose problems and correct as necessary. Assumes full responsibility for completed work. This position requires the splicer to be able to plan and execute fibre and/or copper cable splicing projects in such a manner that insures proper handling and installation without damage to the customer’s network. Performs all testing work providing necessary documentation, without close supervision. This position requires the splicer to be able to plan and execute fibre and/or copper testing projects in such a manner that insures proper handling without damage to the customer’s network. Must be able to read and comprehend complex communications design blueprints for accurate splicing and analysis of copper and fibre cables. Able to direct Class II Splicer. Working cable pair transfers. Work on 879 special circuits when Expertech is being paid for in accordance with our MSA with Bell dated June 5, 2007. Work on fibre cable that has live fibres in the cable. Perform OTDR testing of fibre optics. All work utilizing an APICS or pair identification sets utilized to identify pairs (group identification excluded). All work on working HDSL, LD1 and LD4 and Conklin Systems.</p>	<p>Has a thorough knowledge of all construction techniques and hardware. Is able to complete all installation activities, to standards, without close supervision. Is able to perform Assignment Verification Request (AVR) and Material Source List (MSL). Must be able to read and comprehend communications design blueprints for accurate installation of customer hardware without damage to the customer’s network. Assumes full responsibility for completed work. Able to perform all testing activities and diagnose problems. Able to direct Class II. Connections to power plant and BDFB. ONU – service ready testing. Power-Up testing with SLAT. Slot cards with SLAT. Establish and configure surveillance circuits and contact surveillance or alarm centres.</p>	<p><b>1. Coordinate work related to Expertech fiber lab:</b></p> <ul style="list-style-type: none"> <li>- Quality control for all instruments repaired and calibrated at the Expertech fibre lab;</li> <li>- Quality control of incoming parts ordered by Expertech fibre lab;</li> <li>- ISO procedure;</li> <li>- Database management;</li> <li>- Ordering parts and equipment;</li> <li>- Technical support;</li> <li>- Associated shipping and handling</li> </ul> <p><b>2. Maintain, repair and calibrate fiber optic splicing instruments / install equipment, specifically:</b></p> <ul style="list-style-type: none"> <li>- Fusion sets;</li> <li>- Microscope &amp; Video;</li> <li>- Cleavers;</li> <li>- Hot Fibre Strippers;</li> <li>- Optical Fibre Scope;</li> <li>- Laser Sources;</li> <li>- Fibre Boxes;</li> <li>- Testing Equipment for Fibre Optics</li> </ul> <p><b>3. Train employees at the fiber lab by request:</b></p> <ul style="list-style-type: none"> <li>- Operating instructions;</li> <li>- Fusion and Testing Equipment;</li> <li>- Troubleshooting, maintenance and prevention</li> </ul>
	<b>Splicer</b>	<b>COE Technician</b>	<b>Line</b>
<b>Class II</b>	<p>Performs “live” aerial, buried and underground splicing work, including basic testing, without close supervision. Assumes full responsibility for completed work. This position requires the splicer to be able to plan and execute fibre and/or copper cable splicing projects in such a manner that insures proper handling and installation without damage to the customer’s network. Must be able to read and comprehend communications design blueprints for accurate splicing of copper and fibre cables. Assists Class I splicer when required. Working cable pair transfers, 50 pair and less, distribution. Continuity testing of cables. Section cutting of cables. Perform line transfers.</p>	<p>Performs physical and mechanical installations including cabling, power and grounding activities, to standards, without close supervision. Must be able to read and comprehend communications design blueprints for accurate installation of customer hardware without damage to the customer’s network. Assumes full responsibility for completed work. Able to perform basic testing activities and diagnose problems. Assist Class I (ETE) when required. Continuity testing of cables. Slot Cards without SLAT. Powering Equipment to a fuse panel in same bay. ONU – network ready. Self diagnosis, alarm testing (without SLAT) Running cables (including power). Assembly and removal operations (including infrastructure, frames, battery stands). Designations and labeling. Terminating on blocks. Installation of batteries. Take ground readings.</p>	<p>Performs all aerial and underground line work without close supervision. Assumes full responsibility for completed work. This position requires the lineman to be able to plan and execute fibre and copper cable installation projects in such a manner that insures proper handling and installation without damage to cables or infrastructure. Must be capable of operating the provided equipment in a safe manner. Must be able to read and comprehend communications design blueprints for accurate placement of copper and fibre cables.</p>

## **APPENDIX “R” – HOME DISPATCH**

### **HOME DISPATCH**

#### **MEMORANDUM OF AGREEMENT BETWEEN** **EXPERTECH** **AND** **UNIFOR** **REPRESENTING CRAFT AND SERVICES** **EMPLOYEES**

This is to outline our understanding applicable to the Craft and Services bargaining unit regarding Home Dispatch.

#### **GENERAL**

- Local management and local Union representatives will, by consensus, select the occupations to which Home Dispatch may apply as well as the localities where they may be implemented. Implementation of Home Dispatch shall not proceed in a location without the approval of the Chief Steward of the Local.
- The Company agrees that any costs directly associated with the Home Dispatch (e.g. provisioning of facsimile service, the incremental cost of insurance coverage which may be required, etc.), which are approved by the employee’s manager, will be paid for by the Company. Where these costs are not approved by the Company, the employee will not be considered as a volunteer for the Home Dispatch. It is further agreed that this approval will not be unreasonably withheld.
- Materiel will be stored and handled in the usual manner.
- The vehicle, its contents, and all such other equipment or services provided by the Company are to be used for Expertech business-related purposes only.

#### **SELECTION OF EMPLOYEES FOR THE HOME DISPATCH**

- Participation is strictly voluntary, limited to Regular employees, and based upon the mutual consent of the employee and his manager.
- It is agreed that there will be no changes made to the occupational titles of the participants due to their participation in Home Dispatch.
- Volunteers will be chosen by the Company in order of seniority from among volunteers residing in the locations, within the occupational groups and localities selected by the Company.
- Participation may be terminated by either the Company or the employee upon fourteen (14) days notice.
- When an individual’s participation is ended, the employee shall be reintegrated in his permanent occupation at his normal report centre.

### **APPLICABILITY OF COLLECTIVE AGREEMENT PROVISIONS**

- An employee, during the period of his participation in Home Dispatch, will be entitled to all the provisions of the Collective Agreement with the exception of the following:
  - During the period of the employee's participation, he shall not be entitled to travel allowance as provided under Article 23.
  - ~~Sections 18.24 and 18.25 shall not apply to~~The first 30 minutes of time spent travelling in the Company vehicle from the employee's home to his first job and ~~for~~ the first 30 minutes of time spent traveling from the last job to his home ~~(this time shall be unpaid)~~.

### **INSURANCE**

- The employee will be reminded that it may be advisable to inform his insurers of the fact that Company vehicle and equipment will be located on his premises and under his care.
- With respect to damages caused either by or to the vehicle or equipment, except where the vehicle or equipment is used without authorization or in cases of wilful damages, the liability will be assumed by the Company except as otherwise covered by the Régie de l'Assurance Automobile du Québec or the Ontario Insurance Commission.

### **NOTIFICATION**

- The Company agrees to supply to the appropriate Local and National office of the Union, the
  - name
  - report centre
  - organization code
  - home address
  - home phone number
  - Company provided facsimile number (if any)

of each employee involved.

## **APPENDIX "S" – EXPERTECH NETWORK INSTALLATION**

### **EXPERTECH NETWORK INSTALLATION**

#### **MEMORANDUM OF AGREEMENT BETWEEN** **EXPERTECH** **AND** **UNIFOR** **REPRESENTING CRAFT AND SERVICES** **EMPLOYEES**

The parties recognize that since its creation in 1996 that Expertech Network Installation is subject to federal jurisdiction for purposes of labour relations.

The business and operations of Expertech Network Installation, as set out in Attachment A to this Memorandum, are independent from those of Bell Canada, and the employees represented by the Union in Expertech Network Installation's bargaining unit are entirely separate from the employees and bargaining units of Bell Canada.

#### **ATTACHMENT A**

The operations of Expertech Network Installation includes the work associated with the installation, splicing, rearrangement, removal and verification (including: testing, systems line up and commissioning) for the following network elements:

- Central office switching equipment, power supply, distribution cabling, racking, protection and similar equipment;
- Remote electronic devices such as DMSU's, RCU's, RLM's and equipment of similar functionality;
- Company and customer premises located electronic devices such as OPS, ATM's DVACS and equipment of similar functionality, including the associated customer premises cable, racking, wiring and power distribution cabling;
- Cable, including copper and FOTS, and the associated racking, hardware and structures plus any necessary multiplex interface equipment;
- Tower, antenna, wave guide, network and associated hardware forming part of a radio transmission facility.

## APPENDIX "T" – JOINT LABOUR RELATIONS COMMITTEE

### JOINT LABOUR RELATIONS COMMITTEE

#### MEMORANDUM OF AGREEMENT BETWEEN EXPERTECH AND UNIFOR REPRESENTING CRAFT AND SERVICES EMPLOYEES

1. The parties agree to establish one (1) Joint Labour Relations Committee consisting of a maximum four (4) Company representatives (including the Director of Human Resources) and a maximum ~~twelve~~<sup>eight (8)</sup>**12** Union representatives (including two (2) National Representatives). It is understood that the Union's bargaining committee members shall be representatives on the Joint Labour Relations Committee.
2. The mandate of the Committee is to, first and foremost, foster and improve relationships between the Company and the Union, and to discuss and make recommendations as it deems necessary on:
  - (a) The administration of Article 22;
  - (b) Review trends of grievances or issues that may arise from time to time; without authority over grievances that are currently in the grievance process;
  - (c) The administration of benefits as it pertains to employees on short-term disability (STD) and long-term disability (LTD);
  - (d) Scheduling and operational areas of improvement;
  - (e) Opportunities for training **as well as specific disagreements that have occurred regarding the selection of candidates for training;**
  - (f) Assignment of overtime on callouts and days outside the scheduled work week;
  - (g) Contracting out (note: discussion on this topic will include participation of a Bell representative).**
3. Other topics may be brought forth for discussion by mutual agreement of the parties.
4. The Committee does not have the mandate or the authority to make or recommend changes to the collective agreement or to deal with issues that are more properly addressed through collective bargaining.
5. The Joint Labour Relations Committee shall set its own schedule of meetings but shall meet at least ~~semi-annually~~**three (3) times per year.**

6. Reasonable expenses of a **maximum eight (8)** employee representatives necessary for their work on the Joint Labour Relations Committee meetings shall be paid for by the Company, providing that approval to incur the expense has been approved in advance.



## APPENDIX "U" – CONTRACTING OUT

Subject: **Contracting Out**

Dear Mr. Mayer:

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding the issue of contracting out.

What follows has been developed jointly in a spirit of cooperation and trust based on the belief that there is a value and benefit to the employees, the Company, and the customer if:

- Employment security is enhanced by a productive, healthy and cost effective organization.
- While striving to provide employment security to regular employees, there is an improved understanding as to why contractors are used.
- There is a greater involvement by employees in the decision-making process.
- The Union and the Company work together and act responsibly balancing the interests of the customer, the Company and the employee regarding the issue of the utilization of contractors.

While the Company intends to be competitive in utilizing its own workforce, it is recognized that the Company requires the flexibility to use contractors:

- To meet peaks;
- To grow the business;
- To make competitive bids possible;
- To support, protect and grow our core group of Regular employees on a long term basis;
- Where we do not have the tools, equipment and/or expertise.

Prior to utilizing contractors, the following options will be considered:

- economic and effective use of overtime
- increased hours for Temporary Part-Time employees
- additional hiring of Temporary employees

Based on the principles outlined above, the parties have agreed to establish a forums for the exchange of information and to encourage consultation between management and representatives of the Union on issues related to the contracting out of work, which may be performed by bargaining unit employees. **The forum to be used for this purpose will be the Joint Labour Relations Committee meetings.**

~~At least once per year, or more frequently where agreed to by both parties, an Officer of the Union (or their delegate) shall meet with the President to discuss the broad principles associated with the contracting out issue as it pertains to Expertech.~~

~~Each quarter, or more frequently where agreed to by both parties, each Director shall meet with the appropriate National Representative to discuss and review contracting out activity and concerns within his organization. The Director and the National Representative may jointly agree to delegate, in part or in full, the responsibility for these quarterly meetings where, in their opinion, such delegation would result in more meaningful dialogue between the parties.~~

~~It is agreed that the meetings contemplated under this letter may be face-to-face, by conference call, etc., as deemed appropriate by the individuals involved.~~

Although not intended to limit the scope of discussions, areas, which shall be reviewed, include:

- Work contracted out since the last meeting.
- Feedback on work, which was contracted out (to highlight possible improvements or suggest alternatives).
- Work, which is expected to be contracted out (with as much advance notice as practicable).
- Alternatives to the contracting out of work.

In discussions related to the contracting out of bargaining unit work, relevant considerations may include, but are not limited to, the type of work being contracted out, the availability of necessary skills and equipment, price and quality competitiveness, balancing out the amount of work required to be performed, etc.

The parties' wish is that ~~thisese~~ forums encourage a growing and meaningful dialogue at the operating level of the Company on the issue of contracting out.

**APPENDIX "V" – VIOLENCE OR ABUSE IN PERSONAL LIFE**

**VIOLENCE OR ABUSE IN PERSONAL LIFE**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

The Company recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company agrees, when there is adequate and timely verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation.

Absences which are not covered by the provisions of article 25 will be granted as absence with pay, up to a maximum of five (5) days per calendar year.

**APPENDIX “W” – MENTAL HEALTH**

**MENTAL HEALTH**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

In September 2010, Bell Let’s Talk began a new conversation about Canada’s mental health. At that time, most people were not talking about mental illness. But the numbers spoke volumes about the urgent need for action. Millions of Canadians, including leading personalities engaged in an open discussion about mental illness, offering new ideas and hope for those who struggle, with numbers growing every year.

Given Bell Canada’s leadership in the area of Mental Health, Expertech and Unifor recognize the importance of ensuring a workplace culture which promotes and improves the mental health of all employees in the workplace. Expertech and Unifor have a common interest in promoting and enhancing a working relationship consistent with the principles of the Bell Let’s Talk initiative.

In light of the above, Expertech and Unifor agree that within three (3) months of ratification of the collective agreement, the parties will convene a meeting to discuss mental health initiatives currently in place in the workplace and what can be done to enhance the mental health initiatives in the workplace.

## **APPENDIX "X" – KILOMETERS**

### **KILOMETERS**

#### **MEMORANDUM OF AGREEMENT BETWEEN** **EXPERTECH** **AND** **UNIFOR** **REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services employees Collective Agreement regarding Kilometers.

#### **Article 23.04(a)**

The parties agree that the determination of kilometers between an employee's permanent and new work location must be reasonable.

Reasonable in this determination includes considerations of distance, commuting time, safety considerations, traffic conditions and the cost of different potential routes.

In making the determination, the kilometer distance shall be the fastest automobile route as calculated by a search-based internet program chosen by the parties (e.g. Google Maps).

Given the above noted considerations of reasonableness, if the result of this fastest route calculation appears to management to be unreasonable in comparison to other methods, the employer may choose an alternate route that it considers reasonable. In the event of disagreement on the calculation, the Union may file a grievance. The parties may also agree by mutual consent to refer this issue to the Joint Labour Relations Committee.

Once a calculation and route are determined to the satisfaction of the parties, it will remain unless there is a change in road conditions or some other unforeseen factor.

#### **Article 23.06**

In administering this article, the employer agrees to calculate airline kilometers as the shortest automobile route between the employee's reporting centre and location of the temporary assignment, as calculated by a search-based internet program.

#### **Article 22 – Definitions**

In administering this article, the employer agrees to calculate airline kilometers as the shortest automobile route between the employee's reporting centre and location of the permanent or temporary assignment, as calculated by a search-based internet program.

In applying this Letter of Intent, toll roads will be excluded unless the Company authorizes travel by toll road and pays the cost.

**APPENDIX "Y" – HOURS WORKED**

**HOURS WORKED**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm what hours are to be considered in the calculation of Hours Worked towards progression on the wage grids.

Hours Worked shall include all hours recorded as Regular as well as Vacation and Statutory Holidays. Specifically, the time codes that will be included in this calculation are as follows:

REG, ADD, OSP, OBP, OEP, OGP, OUP, OXP, HDP, HMP, OZP, VO#, RPP, PGP, POP, WOP, WOU, MAP, MLP, TGP

Please note that for administrative or other purposes, the actual codes listed above are subject to change however, the actions that they represent shall remain included in the calculation of hours worked.

**APPENDIX "Z" – OVERTIME ON CALLOUTS AND ON A DAY OUTSIDE THE EMPLOYEE'S SCHEDULED WORK WEEK**

**OVERTIME ON CALLOUTS  
AND ON A DAY OUTSIDE THE EMPLOYEE'S SCHEDULED WORK WEEK**

**MEMORANDUM OF AGREEMENT BETWEEN  
EXPERTECH  
AND  
UNIFOR  
REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm our understanding reached during bargaining for the renewal of the Craft and Services Employees Collective Agreement regarding assignment of overtime on callouts and on a day outside an employee's scheduled work week (i.e., Sixth day).

It is intended that when overtime is required under these circumstances, it will first be offered, with due consideration being given to seniority, to the employees in a manager's group, in the same occupation and reporting centre, providing they have the necessary qualifications to do the work. In the event there are no volunteers, it may be assigned.

**APPENDIX "AA" – BANKED TIME AS VACATION TIME**

**BANKED TIME AS VACATION TIME**

**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

Where an employee has accumulated sufficient banked time, under section 19.14 of the collective agreement, he may use said banked time to schedule one or more additional weeks off on the vacation schedule prepared in accordance with sections 21.08 and 21.09 of the collective agreement.

Any week off under the terms of this letter shall be entered in the vacation schedule, subject to:

- a) coming to an agreement with the Company;
- b) the weeks still being available in the vacation schedule for the current year; and
- c) once the selection of vacation time has been completed within the seniority unit.

In the event that a given week is requested by more employees than availability requirements allow, seniority shall prevail.

When an employee is taken ill or meets with an accident before leaving work on the last day of work preceding the time off or while he is off, and is prevented from taking it, the Company shall, if the employee so requests, reschedule his time off, by mutual agreement between the employee and the Company. The employee will only be allowed to reschedule those days on which he was sick or injured as a result of an accident. Where the illness or accident occurs after the employee is already off, the employee will be required to provide a medical certificate in order to reschedule any of his time off. All costs of such medical certificate will be the responsibility of the employee.

~~The time off granted under the terms of this letter shall immediately be deducted from the banked time.~~



**APPENDIX “BB” – PAID EDUCATION LEAVE**

**PAID EDUCATION LEAVE**  
**MEMORANDUM OF AGREEMENT BETWEEN**  
**EXPERTECH NETWORK INSTALLATION**  
**AND**  
**UNIFOR**  
**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

**Re: Paid Education Leave**

Effective December 1, 2020, the Company agrees to pay into a special fund an amount of three cents (\$0.03) per hour for regular hours to provide for a Unifor Paid Education Leave (PEL) program.

Such payments will be remitted on a regular basis into a trust fund established by Unifor effective from the date of ratification. Payments will be sent by the Company to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto ON M2H 3H9

Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Company of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.