

## Memorandum of Agreement

This Memorandum of Agreement (MOA) between the Communications, Energy and Paper workers Union of Canada (CEP) and Transervice Lease Co. (Transervice), follows the agreement in principle concluded November 8 2012, based upon all of the following terms (the Agreement).

The items in this MOA are agreements made between the parties with respect to the original collective agreement (Bell Canada – Craft and Services Employees & Communications, Energy and Paperworkers Union of Canada (CEP) effective August 19 2004 to November 30 2007) and previous Memorandum of Agreement (Transervice Lease Co. & CEP effective January 24 2007 to November 30 2012). The Collective Agreement (2004-2007), all Memorandums of Agreement, Attachments and the Memorandum of Agreement (2007-2012) continue to apply to employees covered by the Memorandum of Agreement with respect to any item not being addressed with this Memorandum of Agreement.

This Memorandum of Agreement shall enter into force on the date of ratification, unless otherwise specified, and remains valid until November 30 2017 inclusive.

This Memorandum of Agreement continues to apply until the signing of a new Memorandum of Agreement or a new Collective Agreement, subject to the exercise by either party of the right to strike or lockout, in which case the Memorandum of Agreement ceases to apply. (Article 36.01)

### 1) Force Adjustment:

- a) 11.01(a) If the contemplated adjustment to the force would involve the lay-off of 50 or more Regular employees from the bargaining unit within a period of 30 days, or alternatively the spreading of the equivalent work by part-timing, the Company shall endeavour to reach agreement with the Union as to whether a plan of part-timing, lay-offs, or a combination of the two shall be put into effect.

*Change to read*

- b) 11.01(a) If the contemplated adjustment to the force would involve the lay-off of **25% or more Regular employees per province (15% or more Regular employees per province commencing December 1 2014)** from the bargaining unit within a period of 30 days, or alternatively the spreading of the equivalent work by part-timing, the Company shall endeavour to reach agreement with the Union as to whether a plan of part-timing, lay-offs, or a combination of the two shall be put into effect.

2) Safety and Health:

a) 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 \$120.00 per calendar year for one pair of safety boots and/or one pair of overshoes to fit safety boots, or

(b) The full cost up to a maximum of \$85.00 per calendar year for one pair of safety shoes and/or one pair of overshoes to fit safety shoes.

*Change to read*

Modify: 12.05 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.

**Delete: 12.05 b)**

**New: Article 12.08 The Company will provide a program to monitor the safety of employees that must work alone. (to be implemented 30 days after signing of MOA).**

**The New Security System for employees working alone shall take into account the following elements:**

- 1. How calls will go out to employees working alone.**
- 2. The procedure associated with the system to clearly define the persons responsible for responding to alarms or non-responses of employees that may occur.**
- 3. The Joint H&S Committee will document and provide recommendations for the program.**
- 4. Union members on the JHSC, to carry out tests on the effectiveness of the process, twice a year, in each province without prior notice.**

3) Hours of Work:

- a) 18.02 The basic hours of work per day for a Full-Time employee shall be 7½ hours.

The basic hours of work per week for a Full-Time employee shall be 37 ½ hours on the basis of a five day week. However, the basic hours of work may be averaged over a two week period on the basis of ten days totaling 75 hours.

*Change to read*

- 18.02 The basic hours of work per day for a Full-Time employee shall be **8** hours.

The basic hours of work per week for a Full-Time employee shall be **40** hours on the basis of a five day week. However, the basic hours of work may be averaged over a two week period on the basis of ten days totaling **80** hours.

- b) 18.04 Payment for the first one-half hour of time worked immediately before or after the basic hours of work per day shall be paid at straight time.

**Delete**

- c) **18.05** An employee may request to be compensated for additional straight time worked in accordance with section 18.04, on a ratio of one for one (1:1) for time off in lieu of payment from his scheduled tours of duty; and,

*Change to read*

- 18.05 An employee may request to bank up to a maximum of 30 min/day of bank time at a ratio of (1:1).**

- d) 18.05(a) An employee's request to bank such time off in lieu of payment must be made known to his manager when his work on the day is coded for payroll. Time banked by an individual employee for purposes of time off in lieu of payment shall never exceed 75 hours, at any one time.

*Change to read*

- 18.05(a) **The employee has the responsibility to identify this bank time when coding his time sheet.** An employee's request to bank such time off in lieu of payment must be made known to his manager when his work on the day is coded for payroll. Time banked by an individual employee for purposes of time off in lieu of payment shall never exceed **120 hours**, at any one time.

- e) 18.06(b) In each Tier D entity, work schedules will be prepared, in accordance with the provisions of sections 18.02 and 18.04, for a minimum of 30 weeks in each calendar year that provide Full-Time Employees, who elect to do so, with the opportunity to work during those weeks with a schedule of 40 hours per week (or 80 hours averaged over a two week period). An employee may elect to be paid for the Additional Straight Time worked under these schedules or to bank it in accordance with the provisions of section 18.05.

*Change to read*

**18.06(b) In each Tier D entity, work schedules will be prepared in accordance with the provisions of Article 18.02.**

- f) 18.10 The assignment of an employee to a tour of duty shall be made by the Company to meet service requirements, due consideration being given to the seniority of the employee in the group.

*Change to read*

**18.10 The selection of shift(s) including overtime shifts shall be by seniority in the Tier D's group.**

- g) 18.11 At least four days' notice, by posting, 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 18.09 shall not require notice by posting tour of duty selection

*Change to read*

**18.11** At least **six** days' notice, by posting, 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 18.09 shall not require notice by posting tour of duty selection.

- h) 18.14 The meal period for an employee shall not exceed one hour off the job.

*Change to read*

18.14 The meal period for an employee shall not exceed one hour off the job. **Employees shall be able to take a 30 minutes meal period at their request. Employee must choose meal period choice per 8 week schedule. At least six days notice shall be given to the Company for a meal period change.**

- i) 18.18 If an employee is given less than four days' notice of a change in his tour of duty, he shall be paid in accordance with the following:

*Change to read*

18.18 If an employee is given less than **six** days' notice of a change in his tour of duty, he shall be paid in accordance with the following:

j) 18.19 (a) If a Full-Time employee is given less than four days' notice, by posting, 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 four days' notice requirement. Any change in scheduled work week arising from the application of section 18.09 shall not require notice by posting.

(b) The four days' notice as referred to in subsection 18.19 (a) will commence on the day following the actual day of notice to either the new tour of duty which is outside the previous scheduled work week or to the cancelled tour of duty, whichever comes first.

*Change to read*

18.19 (a) If a Full-Time employee is given less than **six** days' notice, by posting, 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 **six** days' notice requirement. Any change in scheduled work week arising from the application of section 18.09 shall not require notice by posting.

(b) The **six** days' notice as referred to in subsection 18.19 (a) will commence on the day following the actual day of notice to either the new tour of duty which is outside the previous scheduled work week or to the cancelled tour of duty, whichever comes first.

k) 18.20 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:

Hours Worked in the	
<u>Off-Normal Period</u>	<u>Differential</u>
Less than 2	\$ 1.35
2 but less than 4	2.36
4 but less than 6	3.50
6 and over	5.11

*Change to read*

18.20 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:

Hours Worked in the	
<u>Off-Normal Period</u>	<u>Differential</u>
Less than 2	<b>\$ 2.35</b>
2 but less than 4	<b>\$ 3.36</b>
4 but less than 6	<b>\$ 4.50</b>
6 and over	<b>\$ 6.11</b>

Overtime:

- a) 19.01 "Overtime" means the time worked by an employee:
  - a) in addition to his scheduled tour of duty and time worked in accordance with section 18.04 on any day,

*Change to read*

- a) in addition to his scheduled tour of duty and time worked in accordance with section **18.02** on any day,"

5) Holidays:

**Add New Article 20.02 and adjust subsequent articles accordingly, to end article at 20.13**

- a) **For Ontario: "An employee may choose to substitute the Third Monday in June to Family Day".**
- b) **For Quebec: "An employee may choose to substitute the First Monday in August to a day acceptable to the company and the employee". (Add New Art 20.02 and adjust subsequent articles accordingly)**

6) Annual Vacations:

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

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

\* At least one week of which must be taken outside the period June through September.

\*\* At least two weeks of which must be taken outside the period June through September.

*Change to read*

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

<u>Years of Net Credited Service</u>	<u>Weeks of Vacation</u>
1	3* (***)
<b>9</b>	4*
<b>17</b>	5*
<b>24</b>	6**

\* At least one week of which must be taken outside the period June through September.

\*\* At least two weeks of which must be taken outside the period June through September.

**(\*\*\*)Employees between 1 and 5 years are entitled to a minimum of one week of vacation during (June to September).**

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

*Change to read*

21.05 All vacations are for a full calendar year. **The vacation for a particular year must be scheduled during the period of January 1st to Dec 31**, it being understood that vacation entitlement is determined in accordance with net credited service in the year for which the vacation is given.

7) 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 in accordance with the following:

<u>AIRLINE DISTANCE FROM REPORTING CENTRE</u>	<u>DAILY TRAVEL ALLOWANCE</u>
More than 2 but less than 7 km	\$ 9.58
7 or more but less than 15 km	12.50
15 or more but less than 30 km	18.00
each additional 1 km	0.56

*Change to read*

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 in accordance with the following:

<u>AIRLINE DISTANCE FROM REPORTING CENTRE</u>	<u>DAILY TRAVEL ALLOWANCE</u>
More than 2 but less than 7 km	<b>\$ 10.58</b>
7 or more but less than 15 km	<b>13.50</b>
15 or more but less than 30 km	<b>19.00</b>
each additional 1 km	<b>0.66</b>



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) \$45.00 per calendar day, if the employee is away for a full calendar day, or
  - (ii) \$9.00 if away over the breakfast period, \$12.00 if away over the lunch period, and \$24.00 if away over the dinner period, if the employee is away for less than a full calendar day

*Change to read*

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) **\$53.00** per calendar day (**\$55.00 commencing December 1 2015**), if the employee is away for a full calendar day, or
  - (ii) **\$10.00** if away over the breakfast period, **\$14.00** if away over the lunch period, and **\$29.00** if away over the dinner period (**commencing December 1 2015**, **\$10.00** if away over the breakfast period, **\$14.00** if away over the lunch period, and **\$31.00** if away over the dinner period) , if the employee is away for less than a full calendar day

8) Sickness Absence and Benefits: Article 25

- a. **Company will include Benefit Plan Summary Appendix A (details of all benefit plans) in collective agreement. (See pg's 14 &15 )**
- b. **Dental plan be brought to current fee schedule. Per O.D.A. (Ontario) & A.C.D.Q. (Quebec).**
- c. **Eyeglass coverage will increase to \$300 per 2 years. Additionally Laser eye surgery will be covered at a rate of \$300 per eye every two years.**
- d. **New Article 25.07 Company will pay for doctor's notes requested by the company.**

10) Duration:

**36.01** This Agreement shall become effective on the date of ratification except as otherwise provided and, shall remain in full force and effect up to and including November 30th, 2007

*Change to read*

36.01 This Agreement shall become effective on the date of ratification except as otherwise provided and, shall remain in full force and effect up to and including November 30th, **2017**.

**This Collective Agreement continues to apply until the signing of a new Memorandum of Agreement or a new Collective Agreement, subject to either party exercising the right to strike or lockout, in which case the Collective Agreement ceases to apply.**

11) Wages: Attachment "C"

**Year 1: 0.0% (\$1,000\*)**

**\* (to be paid mid-year to employees with more than 6 months of employment)**

**Year 2: 2.0%**

**Year 3: 2.0%**

**Year 4: 1.0%**

**Year 5: 2.0%**

**New Wage Schedule for Auto Mechanics (as of Dec. 1, 2012)**

**Auto Equipment Mechanic - Wage Schedule 1**

	<b>Dec. 1, 2012</b>	<b>Dec. 1, 2013</b>	<b>Dec. 1, 2014</b>	<b>Dec. 1, 2015</b>	<b>Dec. 1, 2016</b>
<b>Step</b>	<b>Hourly Rates</b>	<b>Hourly Rates</b>	<b>Hourly Rates</b>	<b>Hourly Rates</b>	<b>Hourly Rates</b>
Entry wage	\$ 24.00	\$ 24.48	\$ 24.97	\$ 25.22	\$ 25.72
2*	\$ 24.87	\$ 25.37	\$ 25.87	\$ 26.13	\$ 26.66
3	\$ 25.74	\$ 26.25	\$ 26.78	\$ 27.05	\$ 27.59
4	\$ 26.61	\$ 27.14	\$ 27.69	\$ 27.96	\$ 28.52
5	\$ 27.48	\$ 28.03	\$ 28.59	\$ 28.88	\$ 29.45
6	\$ 28.35	\$ 28.92	\$ 29.50	\$ 29.79	\$ 30.39
7	\$ 29.22	\$ 29.80	\$ 30.40	\$ 30.70	\$ 31.32
8	\$ 30.09	\$ 30.69	\$ 31.31	\$ 31.62	\$ 32.25
9	\$ 30.96	\$ 31.58	\$ 32.21	\$ 32.53	\$ 33.18
10	\$ 31.83	\$ 32.47	\$ 33.12	\$ 33.45	\$ 34.12
11	\$ 32.70	\$ 33.35	\$ 34.02	\$ 34.36	\$ 35.05
12	\$ 33.57	\$ 34.24	\$ 34.93	\$ 35.28	\$ 35.98

**NOTE:** The time intervals for each step shall be six months from hire date.

**\*Step 2 is the entry level for apprentices that have started and completed their apprenticeship program with Transervice.**

**Call Center position (Technical Advisor) is included in Wage Schedule above**

## Auto Equipment Mechanic Apprentice - Wage Schedule 2

	Dec. 1, 2012	Dec. 1, 2013	Dec. 1, 2014	Dec. 1, 2015	Dec. 1, 2016
Step	Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates	Hourly Rates
Entry wage	\$ 14.00	\$ 14.28	\$ 14.57	\$ 14.71	\$ 15.01
2	\$ 14.86	\$ 15.15	\$ 15.46	\$ 15.61	\$ 15.92
3	\$ 15.71	\$ 16.03	\$ 16.35	\$ 16.51	\$ 16.84
4	\$ 16.57	\$ 16.90	\$ 17.24	\$ 17.41	\$ 17.76
5	\$ 17.43	\$ 17.78	\$ 18.13	\$ 18.31	\$ 18.68
6	\$ 18.29	\$ 18.65	\$ 19.02	\$ 19.21	\$ 19.60
7	\$ 19.14	\$ 19.53	\$ 19.92	\$ 20.12	\$ 20.52
8	\$ 20.00	\$ 20.40	\$ 20.81	\$ 21.02	\$ 21.44

**NOTE:** The time intervals for each step shall be six months from hire date.

**Apprentices will not be employed at the Call Center**

**Apprentice mechanics reaching step 8 and completing certification will move into the mechanics' wage schedule at his next scheduled wage progression.**

**All current employees in progression whether mechanic or apprentice will remain within the existing progression timeline. In order to accomplish this goal, they will move up to the next pay scale to assure that they arrive at the top scale within the same time period as anticipated before Dec. 1 2012. Individual letters will describe the progression for effected employees.**

**All employees at the top scale will remain at the top scale.**

**Company will pay for any certification or compliance requirements.**

**12) Miscellaneous: M.O.A executed Jan 24 2007, Item # 9**

9. Annually. In the first pay period of June, \$900, in lieu of Bell's ESP and Discount Plan, will be added to the employee's salary with the intent of his applying it to the DC pension plan, transferring it to a personal RRSP or retaining it as additional income. Additionally, \$675 will be received in the first pay period of December, 2007 for the period March 1st through November 30th, 2007 in lieu of Bell's ESP and Discount Plan.

*Change to read*

**ESP and Discount Plan will no longer be in effect as of Dec 1, 2012**

13) Voluntary Separation Package (V.S.P.):

**Current employees having reached age 55 and 85 points when adding age and net credit service on December 31, 2012 will be offered a 6 months severance incentive and will have at the latest until March 1, 2013 to notify the Company of their intent and retire at the latest on March 31, 2013.**

The parties acknowledge their acceptance and agreement to the foregoing, subject to ratification by the members covered under this Memorandum of Agreement by signing the spaces provided below.

**TRANSERVICE LEASE CO.**

**C.E.P.**

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## APPENDIX A

### TRANSERVICE LEASE CO. BENEFITS / CEP

<p><b>Flexdollars</b></p>	<p>Everyone receives \$500.00</p> <p>Employees electing family coverage will be entitled to a contribution of \$250.00</p> <p>Employees electing single coverage will be entitled to a contribution of \$350.00</p> <p>Employees opting to waive coverage will receive an additional contribution as follows:</p> <table style="margin-left: 20px;"> <tr> <td>Single Medical</td> <td>\$175.00</td> </tr> <tr> <td>Single Dental</td> <td>\$125.00</td> </tr> <tr> <td>Family Medical</td> <td>\$350.00</td> </tr> <tr> <td>Family Dental</td> <td>\$250.00</td> </tr> </table> <p>Maximum benefit = Single \$800.00    Family \$1,100.00</p> <p>Part-time employees are eligible for the benefit on a prorated basis.</p>	Single Medical	\$175.00	Single Dental	\$125.00	Family Medical	\$350.00	Family Dental	\$250.00
Single Medical	\$175.00								
Single Dental	\$125.00								
Family Medical	\$350.00								
Family Dental	\$250.00								
<p><b>Major Medical</b> (Medical/Vision/Prescription)</p> <p>(employee/dependents)</p>	<p>Hospital - 100% semiprivate Prof. Service - max \$1000/year Vision - Eyeglass Coverage <b>\$300</b> / 2 years <b>Laser Eye Surgery \$300 per eye / 2 year</b> Prescription - 80% Cost Self - \$150 Cost Family - \$250 Employees may opt out of the Medical Plan only if they have coverage elsewhere.</p> <p><b>Company will pay for doctor's notes if requested by the company.</b></p>								
<p><b>Dental</b> (employee/dependents)</p>	<p><b><u>O.D.A. (ONTARIO) A.C.D.Q. (QUEBEC) CURRENT FEES NO LAG</u></b></p> <p>Minor resto - 80% Major resto - 50% max \$1500/year Ortho - None Rec. Exams - 9 months Cost Self - see cost noted in the Major Medical section Cost Family - see cost noted in the Major Medical section Employees do not have to be covered elsewhere to opt out of the Dental Plan.</p>								
<p><b>Health Reimbursement Account</b></p>	<p>Unused flexdollars are allocated to the employees HRA before tax. They can be used to cover a wide range of eligible health expenses. Flexdollars are allowed to be carried forward for two program years. Quebec employees are taxed on dollars used.</p>								
<p><b>Business Travel Health</b></p>	<p>Out of country travel coverage will be provided under the health plan.</p>								
<p><b>Personal Travel Insurance</b></p>	<p>Coverage provided under current health plan.</p>								
<p><b>Life and AD&amp;D</b></p>	<p>100% employer paid 1 x annual basic salary</p>								
<p><b>Optional Life &amp; AD&amp;D</b> (employee/dependent)</p>	<p>Employee pays premium based on age, gender, and smoker status for him/herself and spouse. Employee - 1 to 6 X annual basic salary Spouse - up to \$250K in \$10,000 increments Children - \$10K, \$20K or \$30. Employee elects amt. and pays a flat premium regardless of the number of children enrolled. Underwriting may be required.</p>								

<b>Business Travel Accident</b>	Employer paid Benefit - 2 X basic annual salary in the event of accidental death. Benefit paid based on accidental injury and the extent of loss.
<b>STD</b>	Employees are eligible to receive up to 26 weeks of benefits, 8 weeks @ 100% of basic salary and 18 weeks @ 80% of basic salary.  Employees hired prior to July 2000 may be entitled to STD up to 52 weeks at 100% of their salary
<b>LTD</b>	100% employer paid. Effective after 26 weeks. Pays 66 2/3% of basic annual salary. Regular and Part-time employees are eligible
<b>Educational Assistance Plan</b>	Maximum \$1500 per year. 100% reimbursement for successful completion. Textbook cost is not included.
<b>Defined Contribution Plan</b>	Union employees will enter into the Transervice Lease Co. Plan Employees may contribute 0% to 4% of their bi-weekly salary. The plan provides for the following  0% - the company will contribute 4% 1% - the company will match your 1% and contribute 4% 2% - the company will match your 2% and contribute 4%  Over 2% - the company will match 2% and contribute 4%
<b>Group RRSP</b>	No waiting period, full & part-time employees are eligible. Minimum of \$25 per pay, max permitted per legislation. No Employer contribution
<b>Relocation Assistance</b>	The company will pay for all reasonable & necessary expenses
<b>Supplementary Allowance Plan</b>	Parental and adoption: up to 75% salary replacement up to 10 weeks less EI benefits Maternity: up to 75% salary replacement up to 15 weeks less EI benefits
<b>Leaves of Absence</b>	Various types of leaves offered