

Collective Agreement

with

Bell Express Vu LP

(Hereinafter referred to as the “Company”, except where there are separate provisions in this Agreement.)

-AND-

UNIFOR

(hereinafter referred to as the “Union”)



March 2, 2016
To
March 1, 2020

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ARTICLE 1

Recognition

- 1.01** The Company recognizes the Union as the exclusive bargaining agent for all persons employed in the Unit defined by the Canada Industrial Relations Board (CIRB) in its decision of March 1st, 2011. For the greater clarity and without limiting the generality of the foregoing bargaining unit description, the Company recognizes the Union as the exclusive bargaining agent for all persons employed with Bell Express Vu LP in its Bell TV Broadcasting Center excluding: supervisors and those above the rank of supervisor, security, office sales and clerical personnel.
- 1.02** Where the Company adds a new occupation to the bargaining unit, Appendix A shall be deemed to be amended to include that new occupation upon notification to the Union. The parties will then discuss and determine the appropriate compensation level for the new occupation. If no agreement is reached on the compensation, the matter may be submitted directly to Step 2 of the grievance procedure.

ARTICLE 2

Definitions

2.01 For purposes of this Agreement,

- (a) “Employee” means a person employed in Bell Express Vu LP to do work in any of the occupations listed in Appendix A. (Wage Grid)
- (b) “Full-time Employee” means an employee who is normally required to work the basic hours of work.
- (c) “Part-time Employee” means an employee who is normally required to work less than the basic hours of work.
- (d) “Temporary Employee” means an employee who is engaged on the understanding that the period of employment is not expected to exceed two (2) years of continuous employment. For further clarification a temporary employee is hired for a term or task and may be part-time or full-time.
- (e) “Probationary Employee” means an employee who has worked less than one hundred thirty (130) days since their most recent hiring in the bargaining unit or who has less than twelve (12) months of net credited service. When either of these two (2) terms is completed, the employee will no longer be considered

a probationary employee. The Company retains the right to terminate the employment of a probationary employee who is unsuitable.

Notwithstanding Article 2.01 (e) above, for the purpose of the computation of the twelve (12) months of net credited service mentioned in the present Article, an employee shall have actually accumulated twelve (12) months of service since their most recent hiring in the bargaining unit.

ARTICLE 3 Discrimination

3.01 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 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, assign tour of duties, 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. The Company agrees that any exercise of these rights and powers shall not contravene the provisions of the Agreement.

ARTICLE 5

Union Representation

- 5.01** The Union agrees to notify the Company, by e-mail at the address provided by the Company, of the names of the Local Officers, Chief Stewards and Stewards, and identify the Company operating unit each represents, and to inform the Company in the same manner of any changes or substitutions. Time off pursuant to this Article shall be granted only following a formal request to management, on a form supplied by the Company.
- 5.02** The Company agrees that without the loss of basic wages:
- (a) An employee who has, or believes they have a grievance may confer with their Union Representative or with management during their scheduled working hours, however, each employee must arrange with their immediate manager, subject

to service requirements, for all time off the job required for the aforementioned purposes.

- (b) A Union Representative may discuss a grievance with a grievor or with management, or attend meetings with representatives of the Company on behalf of the Union, during their scheduled working hours, however, the Union Representative must arrange with their immediate manager, subject to service requirements, for all time off the job required for the above purposes.
- (c) Subject to service requirements, a Union Representative or their delegate may be granted time off the job to attend to union business, example; executive council meetings, labour conventions, congress meeting. The time must be arranged with their immediate manager and the Union will reimburse the Company for this time off.

5.03 A Union representative shall, unless the employee objects, be invited by the Manager to be present at any meeting between a representative of the Company and that employee called for the purpose of announcing a written reprimand, suspension, demotion, or dismissal. Where the Union Representative invited by the manager to attend is not scheduled to work at the time the meeting is to be held they may be replaced by an

available Union representative representing the local. If no Union representatives are working when the discipline is planned, the company will notify the president of the local or union designate and a union representative will be assigned in a timely manner.

- 5.03.1** The company agrees to provide the employee and the union representative with written notification of the imposition of any measure referred to in section 5.03, and the reasons for such measure, at the time it is taken or as soon thereafter as possible
- 5.03.2** All disciplinary measures referred to in section 5.03.1, shall be removed from an employee's record no later than two (2) years after they have been imposed.
- 5.04** Time submitted by Union Representatives and employees for the preparation and attendance of arbitrations will be paid by the Union.
- 5.05** Upon request by the Union, the Company agrees to release two (2) employees named by the Union, in order to attend collective bargaining meetings with the Company. The time requested for collective bargaining by the employees must be arranged with their immediate manager. It is understood the time dedicated by the aforementioned employees for collective bargaining and the preparation of collective bargaining will be at the expense of the Union. All joint expenses

incurred in respect of such meetings and proceedings shall be borne by the parties in equal shares.

- 5.06** The Company may, based on business needs, approve a leave of absence without pay to an employee requesting such leave to assume full-time employment with the Union. The employee shall be subject to the terms and conditions outlined in the Bell policy in force at the time of the leave.

ARTICLE 6

Strikes and Lockouts

- 6.01** During the term of this Agreement the Company agrees that there shall be no lockouts and the Union agrees that there shall be no slow-down, strike, or any other stoppage of or interference with work, which would cause any interruption of work.

ARTICLE 7

Union Rights

- 7.01** Subject to the provisions of this Article, the Company shall deduct Union dues from all employees in the bargaining unit, as a condition of their employment, in an amount specified by the Union on all regular earnings and the same percentage applied and deducted on all additional earnings. The Company will be

notified in writing of any changes to the rate of deductions.

- 7.02** The Company agrees that all dues deductions will be processed on a bi-weekly basis corresponding to each pay period.
- 7.03** As soon as possible after the deductions have been processed, the Company will remit the amount deducted to the Secretary-Treasurer of UNIFOR, along with a list of employees for whom the deductions were made and the amounts deducted from each employee.
- 7.04** In addition and on a monthly basis, the Company will provide the Union with names of new bargaining unit hires, changes of status, dismissals or retirements.

GENERAL

- 7.05** The Company will stop making any deductions described in this Article when an employee is assigned to a position not covered by this Agreement with the exception of employees who are assigned to an acting or temporary management position.
- 7.06** 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.

- 7.07 Bulletin Boards** - 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.
- 7.08** 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 purposes outlined in article 7.09. The appropriate Director of Human Resources, or their designate, agree to suitably locate said bulletin boards.
- 7.09** The Company has supplied a bulletin board to the Union, who agrees to post on the bulletin board announcements regarding elections, meetings, negotiation developments and the internal affairs of the Union.

ARTICLE 8
Health and Safety

- 8.01** The Company and the Union will meet their respective obligations pursuant to injured workers and occupational health and safety as set out in the Workplace Health and Safety Act and the Canada Labour Code.
- 8.02** Where employees are required to wear CSA approved safety footwear, the Company agrees to pay the full cost of the footwear up to a maximum of \$150.00 every twelve months, upon presentation of an appropriate receipt.

ARTICLE 9

Grievance Procedure

9.01 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. When differences occur, the employee(s) and/or the Union Representative will discuss and make every attempt to resolve the matter, where possible, with the immediate manager of the employee concerned in an attempt to resolve the differences prior to a grievance being filed.

Definitions:

9.02 "Grievance" shall mean a statement that is submitted by a grievor in accordance with the applicable procedure contained in this Article and which sets out any dispute pertaining to the interpretation, application, administration or alleged violation of any provision of this Agreement.

9.03 In the case of a "Group Grievance", the signatures of the employees involved must be attached to the grievance submission form.

9.04 "Grievor" shall mean the employee concerned, a group of employees who are directly involved in a similar situation or the Union.

9.05 In the event of a dispute between any member or members of the bargaining unit and the Company, in reference to the application, administration, interpretation or alleged violation of this Agreement, the following shall be the procedure for the adjustment and settlement thereof:

Step 1 In the event that the grievance cannot be resolved, a grievance shall be reduced to writing and a copy submitted to the second level of management (or designate) within thirty (30) calendar days from the occurrence on which such grievance is based. The second level manager (or designate) shall provide a written response, with the reason for the decision to the Union within seven (7) calendar days.

Step 2 If the grievance is not recorded as settled after the meeting described in Step 1, the dispute shall be referred to the Human Resources representative (or his/her designate) within forty-two (42) calendar days of the end of the Step 1 response. The Human Resources representative (or designate) shall convene a meeting or conference call to hear the matter and provide a decision in writing to the Union within forty-two (42) calendar days. The Grievor may attend their grievance hearing along with a union representative.

9.06 In the case of a group grievance, the Union representative and the Company agree the number of employees who will participate in the grievance presentation shall not exceed two (2).

Dismissal

9.07 In the case of a dismissal, the matter may be referred directly to Step 2 of the grievance procedure as provided in Section 9.5. In such case, the grievance shall be presented within 30 calendar days from the occurrence on which such grievance is based.

Policy Grievance

9.08 Either party may submit to the other grievances relating to the interpretation, application, administration or alleged violation of any provision of this Agreement and which are general in nature and for which a general remedy is sought, directly to Step 2, within thirty (30) calendar days of the action or circumstances allegedly giving rise to the grievance.

ARTICLE 10
Arbitration

- 10.01** In the event that the representatives of the Company and the Union cannot reach an agreement, the grievance may, by written notice of either party to the other party, be submitted to final and binding arbitration within twenty (20) calendar days after the meeting described in Step 2 of the grievance procedure. The parties shall, within sixty (60) calendar days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within the time limits prescribed, either party may apply to the Federal Minister of Labour to request that an arbitrator be appointed. The cost and/or expenses of such arbitrations shall be borne equally by the Company and the Union.
- 10.02** The decision of the arbitrator will be final and binding on the parties.
- 10.03** The arbitrator shall not alter, modify or amend any part of this Agreement.
- 10.04** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

Time Limits

10.05 All Time Limits under this agreement may be extended only by mutual consent, in writing.

ARTICLE 11 Hours of Work

Definitions

11.01 A “week” is from Sunday to Saturday.

11.02 “Tour of Duty” means the time, not exceeding the basic hours of work per day, which an employee is scheduled to work on any day.

Full-time Employees

11.03 The basic hours of work for a Full-Time employee shall be 7.5 hours per day.

11.04 The basic hours of work per week for a Full-Time employee shall be 37 ½ hours on the basis of a five (5) day week.

Part-Time Employees

11.05 The Company shall determine and establish the hours of work per day and days of work per week for all Part-Time employees.

Arrangement and Assignment of Tours of Duty

11.06 The arrangement of all tours of duty shall be established by the Company.

11.07 With exception to circumstances related to essential services, the Company will ensure there is a twelve (12) hour period between an employee's tours of duty. All time which encroaches on the turnaround period shall be paid for at the overtime rate of time and one-half.

11.08 If a full-time employee is given less than four days' notice of a change in their scheduled tour of duty, he or she shall be paid one-half time extra for time worked outside the tour of duty previously scheduled for the day, but only for the number of days by which the notice given is short of the four days' notice requirement.

For the purpose of calculating the four-day notification period, the day the employee is notified of the change in tour of duty is considered Day 1.

This premium is specific to a scheduled tour of duty, therefore employees cannot receive overtime and this premium for the same time. This Article does not apply where the change in tour is made at the employee's request.

11.09 Notwithstanding overtime, employees shall not be required to work more than six (6) days in a row.

Meal Period

11.10 The unpaid meal period for an employee shall not exceed one hour off the job.

Relief Period

11.11 A relief period shall not exceed fifteen (15) minutes and shall be limited to two (2) per 7.5 hour work shift.

11.12 In the event that an employee is unable to take their meal period and or their relief period, the time shall be added to the end of their shift and paid at the appropriate overtime rate. Such time will be paid at the appropriate overtime rate only if the employee obtained prior written approval from a supervisor authorizing the overtime.

ARTICLE 12
Vacation

12.01 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.

12.02 Vacation Allotment

* Prorated according to portion of calendar year worked (1 day per month for a maximum of 12 days).

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

Years of Service	Vacation Days**
Less than 1	Pro-rated in days
1-9	3 weeks
10-17	4 weeks
18 or More	5 weeks

12.03 Scheduling Vacations - The Company will route vacation schedules and allotments based on Business requirements followed by the employee's seniority. Vacations must be taken between January 1st and

December 31st in the same calendar year in which they were earned. Vacation may be carried over until April 30th, of the following year, with prior written company approval. 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.

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

12.05 Scheduling Preference - Vacation applications will be limited to two weeks for the peak summer months (between June 1st and September 30th) and shall be submitted prior to April 1st each year and preference shall be given to employees on the basis of business need and the employees seniority within the workgroup. Approved vacation forms will be returned by April 30th.

The Christmas/New Years vacation period (ie. 2 weeks) shall be submitted prior to September 1st each year and preference shall be given to employees on the basis of business needs and the employee's seniority within the workgroup. If requested by an employee, he or she will receive either Christmas or New Years day off based on seniority and subject to

business requirements. In the event of business needs, the company may have an employee work both holidays. Approved vacation forms will be returned by September 30th.

Any vacation requests received outside of the submission dates may be approved, based on business need, on a first come first served basis. The Company agrees that it will respond to vacation requests from employees in a timely manner, subject to business requirements.

In the event that an employee cannot take their 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.

12.06 Pay in lieu of Vacation - When an employee leaves the company for any reason (eg: work completed, resignation, dismissal etc), pay in lieu of vacation will be based on earnings obtained up until the final date of employment, multiplied by four (4)% if the employee has one (1) year or less of net credited service, or six (6) % if the employee has more than one (1) year of completed Net Credited Service,

minus the paid amount of vacation days or weeks 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.

12.07 Vacation Pay Adjustment - The Vacation Pay Adjustment payment makes up for the difference, if any, between what has been paid by the company during a year and four (4)% of annual earnings to employees who have less than six (6) consecutive years of service, or six (6)% of annual earnings to those who have six (6) or more consecutive years of service. For this calculation, annual earnings include job related compensation payments. It does not include termination allowances and other such earnings.

ARTICLE 13
Company Holiday and Floater Days

**All employees shall be entitled to the following
Company Holidays:**

13.01 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

13.02 When a Company Holiday falls on a Saturday or a Sunday and another weekday is proclaimed a Holiday by the Company, the Saturday or Sunday shall be deemed to be the Holiday for the purposes of this agreement, except for those employees who regularly work Monday through Friday, in which case the proclaimed day shall be the Holiday.

- 13.03** An employee does not qualify for holiday pay if the holiday is observed during a period when the employee is receiving disability benefits or is on a leave of absence.
- 13.04** A tour of duty which begins on a statutory holiday and continues into the next day following the holiday is considered as work performed on the statutory holiday, alternatively a tour of duty beginning on a day prior to a statutory holiday and continuing into the holiday is not considered work performed on the statutory holiday.
- 13.05** If the Holiday falls during an employee's vacation, the day will not be counted against the employee's accumulated vacation days.

Premium Pay for Work on a Holiday

- 13.06** Where an employee is required to work on a Company holiday which is included in their scheduled work week, they:
- (a) Shall be paid at their basic rate of pay for that day,
- or
- (b) May be granted a holiday with pay at a time convenient to the employee and the Company, provided the employee works their basic hours for the

day. 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.

In addition, they shall be paid time and one-half providing the tour of duty was scheduled to begin on the holiday.

- 13.07** Where an employee is required to work overtime on a Company Holiday, they shall be compensated by the provisions outlined in Article 14. The employee shall be paid the overtime premium only for the overtime hours worked and not in combination with the Holiday Premium .

Pay for Holiday not Worked

- 13.08** Where an employee is not required to work on a Company holiday which is included in their scheduled work week, they shall be granted the day off with pay, at their basic rate of pay for that day.

A regular relief day (day off) shall not be assigned on the holiday and will be scheduled on another day during the scheduled work week.

Personal Floater Days

13.09 In addition to the holidays stated in section 13.01, employees shall be granted up to two (2) personal floater days off with pay each calendar year at their basic rate of pay for those days.

13.10 Eligibility to personal floater days for employees is determined as follows:

- (a) The employee is eligible to two (2) personal floater days if actively at work for at least nine (9) months in the calendar year;
- (b) The employee is eligible to one (1) personal floater days if actively at work for at least three (3) months but less than nine (9) months in the calendar year;
- (c) The employee is not eligible to personal floater days if actively at work for less than three (3) months in the calendar year.

13.11 The following periods are not considered actively at work and reduce eligibility to personal floater days: periods when the employee is receiving disability benefits and when the employee is on leave of absence (including maternity/parental leave).

- 13.12** Personal floater days must be taken between January 1st and December 31st of the calendar year in which they are earned. No payment will be made in lieu of personal floater days and they must be used before leaving the company. In the case of termination of employment for any reason, unused days off with pay will not be paid out to employees.
- 13.13** Scheduling of personal floater days are subject to business needs and shall be approved by the employee's immediate leader.
- 13.14** Personal floater days must be used in whole increments; partial day usage is not permitted.
- 13.15** If an employee has taken more personal floater days off than he or she has earned, the overpayment of personal floater days pay will be recovered from the employee's next paycheque or final paycheque.

ARTICLE 14
Overtime

14.01 Overtime means the time worked:

- (a) In addition to 7.5 hours of work per day, or
- (b) In addition to 37.5 hours of work per week.

14.02 The overtime pay rate will be one and one-half (1.5) times the hours worked.

14.03 Employees may be required to perform some overtime based on business needs. Overtime, is to be scheduled and approved by management in advance.

14.04 Notwithstanding the above provisions of this Article, all employees may, subject to the conditions listed below, be compensated for overtime hours worked by time off in lieu of overtime pay from their scheduled hours of work on any day. This is subject to the following conditions:

- (a) Time off in lieu of overtime pay is to be taken at a mutually agreed time between the employee and manager and is subject to business requirements.
- (b) Banked time will be 1.5 times the overtime hours worked only and does not apply to double time.

- (c) The banked overtime hours can only be accumulated in thirty (30) minute increments (i.e. half hour, one hour etc.). However, time off can be taken in fifteen (15) minute increments.
- (d) The banked overtime hours must never exceed 75 hours per employee.
- (e) When an employee resigns, is dismissed, is terminated or whose work is completed prior to taking the banked overtime hours, the hours should be paid in accordance with this Article.

14.05 Employees who are requested to work their second scheduled day off in the work week, will be paid at the employee's hourly rate multiplied by two (2) times the hours worked.

ARTICLE 15

Premium Payments

Night Differential

15.01 When an employee is scheduled for a tour of duty between 00:00 and 06:00 employees shall be compensated with the following:

Weekday:

- (a) A single payment of \$4.60 for a minimum of sixty (60) minutes worked; or
- (b) A single payment of \$9.20 for sixty-one (61) to one hundred and twenty (120) minutes worked; or
- (c) A single payment of \$13.80 for one hundred and twenty-one (121) to two hundred and thirty-nine (239) minutes worked; or
- (d) A single payment of \$23.00 for two hundred and forty minutes (240) or more worked.

Weekend and Company Holidays:

- (a) A single payment of \$6.60 for a minimum of sixty (60) minutes worked; or
- (b) A single payment of \$11.55 for sixty-one (61) to one hundred and twenty (120) minutes worked; or
- (c) A single payment of \$19.80 for one hundred and twenty-one (121) to two hundred and thirty-nine (239) minutes worked; or
- (d) A single payment of \$33.00 for two hundred and forty minutes (240) or more worked.

On-Call Pay

15.02 When an employee is scheduled for on-call duty the following premium payment shall apply:

- (a) A single payment of \$22.50 for each scheduled on-call duty between Monday and Friday;
- (b) A single payment of \$32.50 for each scheduled on-call duty between Saturday and Sunday, or company holiday.

15.03 If the employee is required to work remotely for more than 15 minutes and/or is called into the work

location, the employee will be paid time and a half (1.5x) in overtime for a minimum of 4 hours.

ARTICLE 16

Technological Change

16.01 The Company and the Union recognize that technological change can offer significant improvements in the quality and quantity of services provided to the public and agree that they will consult should the technological change result in termination in order to assist employees affected by any technological change to adjust to the effects thereof and that,

For the purposes of this Article, technological change means:

- (a) the introduction of equipment or material of a different nature or kind, than that previously used; and,
- (b) a substantial change in the manner in which the work is carried on that is directly related to the introduction of that equipment or material, which adversely or significantly affects the terms and conditions of work of a significant number of regular employees.

16.02 Nothing in this Agreement shall be construed as meaning that the normal work of an employee shall

not change as technological advances and services requirements warrant. When such changes are required, the Company will notify the Union regarding the changes to take place.

16.03 A regular employee who has received a layoff notice because of a technological change as defined in Article 16.01, shall be entitled to all rights under the lay-off provisions referred to in this Agreement.

ARTICLE 17
Bereavement Leave

- 17.01** An employee shall be granted, in the event of the death of the employee's spouse, common-law partner, son or daughter, bereavement leave with pay from any of their scheduled tours of duty that occur during the five (5) days immediately following the day of death.
- 17.02** An employee shall be granted, in the event of the death of the employee's father, mother, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, father or mother of common-law partner, or other relative residing in the same permanent residence as does the employee, bereavement leave with pay, from their scheduled tours of duty for any necessary period not exceeding three (3) days immediately following the death.
- 17.03** The Company may extend the period of bereavement leave with pay up to a maximum of five (5) days when it is necessary for the employee to leave the city in which they are employed.
- 17.04** Bereavement leave may be required outside the period specified in this Article. In such circumstances, the Company may grant a request to defer the leave.

ARTICLE 18
Sickness Absence Policy

Absence due to sickness or quarantine prior to the eighth full calendar day of absence:

18.01

- (a) Employees with less than 6 months service - no payment for incidental absence;
- (b) Employees with 6 months service but less than 2 years – not paid for the first 2 consecutive days of incidental absence;
- (c) Employees with 2 years’ service but less than 4 years – not paid for the first day of incidental absence;
- (d) Employees with 4 years’ service or more – paid for incidental absence beginning on day 1.

Reference table:

	Employees with less than 6 months service	Employees with 6 months service, but less than 2 years	Employees with 2 years' service, but less than 4 years	Employees with 4 years' service or more
Incidental absences paid starting day #	Not Paid	Starting day 3	Starting day 2	Starting day 1

18.02 The provisions of this article do not extend to temporary employees.

**ARTICLE 19
Jury Duty**

19.01 An employee who has been excused from a regular work assignment because of jury duty, or to act as a witness in Court under subpoena, shall be granted pay at their basic rate for the necessary absence from duty.

19.02 Employees shall have the responsibility of notifying the Company upon the discharge of jury duty of their availability to return to work.

ARTICLE 20

Leaves Of Absence

Maternity, Parental and Adoption Leave:

20.01 Eligible employees will be entitled to the aforementioned leave(s) as provided for under the Employment Insurance Act and pursuant to the Canada Labour Code as per the terms and conditions outlined in the Bell policy in force at the time of the leave. Additional policy information can be obtained on the Company Human Resources website.

Additional Leaves of Absences:

20.02 Eligible employees will be entitled to apply for additional leaves of absences as provided for under the Employment Insurance Act and pursuant to the Canada Labour Code as per the terms and conditions outlined in the Bell policy in force at the time of the leave. Additional policy information can be obtained on the Company Human Resources website.

ARTICLE 21
Benefits

- 21.01** The Company agrees to notify the Union, prior to its implementation, any change in the level of benefits provided to employees covered by this Agreement under the following:
- (a) The Defined Contribution Pension Plan;
 - (b) The health, life and accident insurance coverage under the Omniflex Benefits Program;
 - (c) The Disability Plans.

ARTICLE 22
Seniority

- 22.01** The net credited service date as shown on Company records establishes an employee's seniority. The Company agrees to notify the union of any changes to existing rules for determining Net Credited Service.
- 22.02** The Company shall on request by the Union provide seniority lists once per year.

ARTICLE 23
Lay-Off Procedures

- 23.01** No Regular employee shall be laid off until the employment of all Temporary employees within a job function, as outlined in Appendix A, for which lay-offs will be declared, have been work completed.
- 23.02** The following procedures shall apply in laying off Regular employees:
- (a) The most junior employee(s) in each job function will be identified as surplus provided those to be retained on the basis of seniority are qualified to perform the work remaining.
- 23.03** The Company agrees to notify the Union of any reduction to the workforce, and agrees to provide severance to affected employees of one half (1/2) months for each completed year of service up to a maximum of eighteen (18) months. For all other matters the Bell Express Vu Severance Policy in place for this bargaining unit shall apply at the time of the reduction to the impacted employees.

ARTICLE 24
Duration

- 24.01** 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 March 1, 2020.
- 24.02** This Agreement, unless terminated at the expiry of the said term by written notice given by either party to the other at least sixty days prior to the expiry of the said term, shall continue in full force and effect thereafter until terminated at the time by at least sixty days prior written notice given by either party to the other.

Such notice shall be sent by registered mail. For the Company to the President of UNIFOR 205 Placer Court Toronto, Ontario M2H 3H9 or by the Union to the Secretary, Bell Canada, 1carrefour Alexander Graham Bell, Tour A-7, Verdun, Quebec, H3E 3B3 and in either case is received at least sixty (60) days prior to the expiry of this agreement.

APPENDIX A

Occupation Titles

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

RF Broadcast Technician
Live Support Technician
Video On-Demand Support Technician
RF Broadcast Technician Assistant
Live Support Technician Assistant
Systems Administrator-IP Technician
System Operator
System Technician
Live Events Operator
Satellite Receiver Technician
Master Control Operator
VOD Operator
Lab Administrator
Media Librarian
Data Analyst
Content Developer
Content and Rights Management Operator
Operational Floater
Production Editor

Appendix B

Occupations and Wage Schedules

Wage Schedule A

Occupations

RF Broadcast Technician
Live Support Technician
Video On-Demand Support Technician
System Administrator – IP Technician
Lab Administrator
Live Event Operator
Operational Floater
Production Editor

Wage Schedule B

Occupations

Master Control Operator
VOD Operator
RF Broadcast Technician Assistant
Live Support Technician Assistant
Satellite Receiver Technician
System Operator
Content and Rights Management Operator

Wage Schedule C

Occupations

Content Developer
Data Analyst
Media Librarian

Appendix C
*** ANNUALIZED WAGE SCHEDULES**

Wage Schedule A

Step	March 1, 2016	March 1, 2017	March 1, 2018	March 1, 2019
8	\$64,548.34	\$65,839.31	\$67,156.10	\$68,499.22
7	\$63,593.78	\$64,865.66	\$66,162.97	\$67,486.23
6	\$61,050.13	\$62,271.14	\$63,516.56	\$64,786.89
5	\$58,506.29	\$59,676.41	\$60,869.94	\$62,087.34
4	\$55,962.64	\$57,081.89	\$58,223.53	\$59,388.00
3	\$53,418.79	\$54,487.17	\$55,576.91	\$56,688.45
2	\$50,875.14	\$51,892.65	\$52,930.50	\$53,989.11
1	\$47,695.38	\$48,649.29	\$49,622.28	\$50,614.72
Start	\$44,515.63	\$45,405.94	\$46,314.06	\$47,240.34

* The interval from one step to the next shall be twelve months based on the employee's anniversary/hire date (subject to existing practices), and the wage schedule increase, from one year to the next, shall occur on March 1st of each of the aforementioned years.

*** ANNUALIZED WAGE SCHEDULES****Wage Schedule B**

Step	March 1, 2016	March 1, 2017	March 1, 2018	March 1, 2019
8	\$56,802.12	\$57,938.16	\$59,096.93	\$60,278.87
7	\$55,962.64	\$57,081.89	\$58,223.53	\$59,338.06
6	\$53,724.15	\$54,798.63	\$55,894.60	\$57,012.50
5	\$51,485.66	\$52,515.37	\$53,565.68	\$54,636.99
4	\$49,247.17	\$50,232.11	\$51,236.75	\$52,261.49
3	\$47,008.68	\$47,948.85	\$48,907.83	\$49,885.99
2	\$44,769.99	\$45,665.39	\$46,578.70	\$47,510.27
1	\$41,971.98	\$42,811.42	\$43,667.64	\$44,541.00
Start	\$39,173.77	\$39,957.24	\$40,756.39	\$41,571.51

*The interval from one step to the next shall be twelve months based on the employee's anniversary/hire date (subject to existing practices), and the wage schedule increase, from one year to the next, shall occur on March 1st of each of the aforementioned years.

*** ANNUALIZED WAGE SCHEDULES****Wage Schedule C**

Step	March 1, 2016	March 1, 2017	March 1, 2018	March 1, 2019
7	\$50,605.50	\$51,617.61	\$52,649.96	\$53,702.96
6	\$49,857.68	\$50,854.84	\$51,871.93	\$52,909.37
5	\$48,840.03	\$49,816.83	\$50,813.16	\$51,829.43
4	\$46,398.16	\$47,326.13	\$48,272.65	\$49,238.10
3	\$43,956.10	\$44,835.22	\$45,371.93	\$46,646.57
2	\$41,514.04	\$42,344.32	\$43,191.21	\$44,055.03
1	\$39,072.18	\$39,853.62	\$40,650.69	\$41,463.71
Start	\$36,630.12	\$37,362.72	\$38,109.97	\$38,872.17

*The interval from one step to the next shall be twelve months based on the employee's anniversary/hire date (subject to existing practices), and the wage schedule increase, from one year to the next, shall occur on March 1st of each of the aforementioned years.

Appendix D

ACHIEVEMENT INCENTIVE PLAN (AIP)

The Achievement Incentive Plan (AIP) recognizes the contribution of eligible employees to overall Company performance using criteria that the Company determines as Appropriate measures of success measured against two (2) criteria: financial results and customer satisfaction.

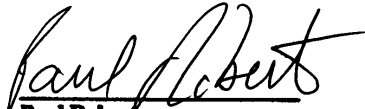
The plan, designed by the Company and set out in its practices is subject to modification to better reflect evolving business structure, goals and strategies. The Company agrees that the Bargaining Committees will be informed of any changes to the plan prior to their implementation.

Annual compensation under the Achievement Incentive Plan for achieving target results will be 5.5% of basic rates of pay for the years 2016, 2017, 2018 and 2019.

In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives this XX day of June, 2016.

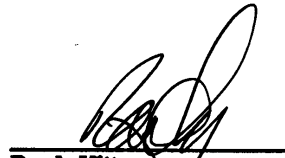
Bell Express VU LP


UNIFOR



Paul Robert
Sr. Consultant,
Labour Relations



Mike Kuchrowski
UNIFOR National Representative


Belinda Rowston
Sr. Consultant,
Human Resources


Randy Kitt
UNIFOR National Representative


Ronald Brown
Sr Consultant,
Network Engineering


Gus DiMarco
UNIFOR 79M Treasurer


Jake Moore
UNIFOR 79M President


Paul Pageta
UNIFOR 79M Steward

Letters Of Agreement

COMPRESSED WORK WEEK AND AVERAGING OF HOURS

LETTER OF AGREEMENT BETWEEN:
BELL EXPRESS VU LP
AND
UNIFOR

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

Effective Period

Subject to the Company's right to discontinue the compressed work week schedule and related averaging of hours of work, this Memorandum of Agreement will remain in force during the term of this Collective Agreement.

This Memorandum will apply to all Bell Express Vu LP where Full-time employees exercise their occupations as per Appendix A of the Collective Agreement.

Hours of Work

The parties agree the following shall apply exclusively to Full-time employees working a compressed work week.

For those employees on a compressed work week, the basic hours of work per day for a Full-time employee shall be established based on the basic hours of work being either:

- (a) An average period of two (2) weeks totally 75 hours; or
- (b) An average period of four (4) weeks totally 150 hours

With the exceptions to circumstances related to essential services, the Company will ensure there is a ten (10) hour period between an employee's tours of duty. All time which encroaches on the turnaround period shall be paid at the overtime rate of time and half.

Overtime

Overtime treatment for a full time employee on compressed work week means:

- (a) in addition to the assigned basic hours of work scheduled for that day depending on the chosen schedule, OR
- (b) on a day outside of the employees scheduled work weeks.

Company Holidays

Where a Full-time employee is required to work on a Company holiday which is included in their scheduled work weeks, the following shall apply:

- (a) A tour of duty which begins on a statutory holiday and continues into the next day following the holiday is considered as work performed on the statutory holiday, alternatively a tour of duty beginning on a day prior to a statutory holiday and continuing into the holiday is not considered work performed on the statutory holiday.
- (b) shall be paid at their basic rate of pay for that day, up to a maximum of 7.5 hours, or

- (c) may be granted a holiday with pay, at 7.5 hours, at a time convenient to the employee and the Company, provided the employee works their basic hours for the day.

In addition, they shall be paid time and one-half providing the tour of duty was scheduled to begin on the holiday.

The employee shall be paid the overtime premium only for the overtime hours worked and not in combination with the Holiday Premium.

Where an employee is not required to work on a Company holiday which is included in their scheduled work week, they shall be granted the day off with pay, at their basic rate of pay for that day at 7.5 hours.

Personal Floater Days

In addition to the holidays provided in Section 13.01, each employee shall be granted up to (2) two Personal Floater Days off with pay at 7.5 hours each, which must be taken between January 1 and December 31st, at their basic rate of pay for the day.

Vacation

Vacation entitlement will be converted to hours. Hours of vacation are deducted depending on the hours of the chosen

option for each day of vacation taken during the period where the employee is on a compressed work week schedule.

Where a Company holiday falls on a day of the annual vacation, an employee shall be entitled to an additional day off with pay, at 7.5 hours, at a time convenient to the employee and the Company.

General

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

The parties agree that the provisions of Article 9 and 10 of the collective agreement, shall be used for the purpose of processing any differences regarding the interpretation or administration of the terms and conditions applicable to the employees working on a compressed work week basis. It is further agreed that any such differences shall be based on the terms and conditions set out in this Memorandum of Agreement, where applicable.

Right to Discontinue

The Company can at any time discontinue the Compressed work week and substitute the regular work week with no less than 2 weeks' notice.

**TEMPORARY WORK ASSIGNMENT IN A HIGHER
WAGE SCHEDULE**

LETTER OF AGREEMENT BETWEEN:
BELL EXPRESS VU LP
AND
UNIFOR

Employees working in a higher classification shall be paid the next highest wage in the appropriate wage band, plus an additional step, but only for acting assignments that are less than a 7 day duration. For assignments that are “longer term”, the existing process shall apply (as provided in a separate agreement)

Letter of Intent

Canada
299 Queen Street West
Toronto, Ontario
M5V 2Z5
Telephone: 416-948-3742
Mary.incognito@bell.ca

October 23, 2012

Mr. Michael Kachurowski

National Representative

Communications, Energy and Paperworkers

Union of Canada

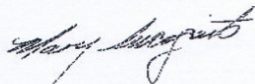
5915 Airport Road, Suite 510
Mississauga, ON
L4V 1T1

Dear Mr. Kachurowski,

Subject: Letter of Intent Re: Workplace Safety and Insurance Act

This will confirm our understanding related to the Workplace Safety and Insurance ACT (WSIA) coverage discussed during bargaining for the employees included in the bargaining unit.

The Company is committed to continuing their insurance under the WSIA. Should this coverage change, the Company will notify the union in advance.



Mary Incognito
Director, Labour Relations

