

# OFFER OF SETTLEMENT

## Expertech Network Installation - CEP (Craft & Services) Negotiations

**December 7, 2011**

Negotiations for the renewal of the Craft & Services Employees collective agreement began the week of September 26<sup>th</sup>, 2011, following the receipt of notice to bargain from the Union on September 16, 2011. The existing collective agreement for Craft and Services employees expired on November 30, 2011.

### TERMS OF SETTLEMENT

This offer reflects the company's offer of settlement for all of the issues between the parties.

Unless otherwise specified, the conditions detailed in this document are effective upon signature of the 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 offer of settlement is attached.

Use of the masculine gender in this agreement shall be construed as including both male and female employees.

#### **A. Details**

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

- The duration of the new collective agreement will be five (5) years, expiring on November 30, 2016.

##### **2. Simplification of the Wage Schedules and Class System**

In order to maintain flexibility and a competitive cost structure and in an effort to maximize job security for the craft and services employees, effective at the time determined by the Company, but not later than 30 days following the signature of the renewal collective agreement:

##### **a) Wage Administration**

- i. The existing three wage schedules shall be combined to form one single wage schedule with fifteen steps. The single wage schedule will be further broken down into three Bands with Caps at defined wage steps. Band A will

have a Cap at step 15, Band B will have a Cap at step 12 and Band C will have a Cap at step 5.

- ii. Band A will include the occupations of Splicer A, COE Technician A, Calibration Specialist and Health and Safety Resource. In addition to performing the work that is within their occupation, employees in this Band are able to perform work of a lower Band.
- iii. Band B will contain the occupations of Splicer B, COE Technician B and Line Technician. In addition to performing the work that is within their occupation, employees in this Band are able to perform work of a lower Band.
- iv. Band C will contain the occupation of Utility Employee.
- v. Appendix "A" sets out the Occupations and Families.
- vi. An employee's progression to the next step on the wage schedule will be done upon the accumulation of 1040 hours worked as defined in the Letter of Intent on Hours Worked until the employee reaches their assigned Cap. Progression to a higher band will be done according to collective agreement provisions.
- vii. For convenience sake only, the hourly rates have been included in the wage schedule along with the weekly rates for each wage step.
- viii. Appendix "B" sets out the weekly and hourly wage rates for the simplified wage schedule.
- ix. Appendix "C" reflects the necessary changes to Article 17 to implement the simplified wage schedule.
- x. When an employee has the opportunity to temporarily or permanently move to an occupation of a higher Band, the employee's existing Cap will be removed and replaced by the Cap of the higher Band in question. If the employee has been at the top step of their existing Band for a minimum of six (6) months, they will automatically move up one wage step. The employee will then continue to proceed through the steps of the wage schedule at the interval set out in 2(a)(vi) above, until such time as they reach their new Cap.

#### **b) Band A Implementation Plan**

- i. Further to the changes to the wage schedules and occupations described above, the transmission tester function will be merged with the splicer function. Those active employees with a permanent title of Class I Transmission Tester will have their title changed to Splicer A and will be assigned to Band A at their existing wage step. These employees will have the ability to progress to the Cap of Band A.
- ii. Those active employees with a temporary title of Class I Transmission Tester, and who are assigned to Core work, will have their temporary upgrade

confirmed, their title changed to Splicer A and will be assigned to Band A at their existing wage step. These employees will have the ability to progress to the Cap of Band A.

- iii. The occupation of Calibration Specialist, which currently exists in a separate Memorandum of Agreement between the parties, will be incorporated into the collective agreement in Band A and the separate Memorandum will consequently cease to exist. The active employees with this title will be assigned to Band A at their existing wage step. These employees will have the ability to progress to the Cap of Band A.
- iv. Those active employees with a permanent title of Class I COE Technician or Class I Splicer will have their title changed to COE Technician A or Splicer A respectively and will be assigned to Band A at their existing wage step. These employees will have the ability to progress to the Cap of Band A.
- v. Those active employees with a temporary title of Class I COE Technician or Class I Splicer, with the exception of those working on the FTTH strategic project, will have their temporary upgrade confirmed, their title changed to COE Technician A or Splicer A respectively and will be assigned to Band A at their existing wage step. These employees will have the ability to progress to the Cap of Band A.
- vi. Those active employees with a permanent title of Class II COE Technician or Class II Splicer, and who are assigned to Core work, will have their title changed to COE Technician A or Splicer A respectively and will be assigned to Band A at their existing wage step. These employees will have the ability to progress to the Cap of Band A.
- vii. Those active employees with a temporary title of Class II COE Technician or Class II Splicer, and who are assigned to Core work, will have their temporary upgrade confirmed, their title changed to COE Technician A or Splicer A respectively and will be assigned to Band A at their existing wage step. These employees will have the ability to progress to the Cap of Band A.
- viii. Those active employees with a title of Class III Technician, and who are assigned to Core work, will have their title changed to Splicer A and will be assigned to Band A at their existing wage step. These employees will have the ability to progress to the Cap of Band A.

**c. Band B Implementation Plan**

- i. Further to the changes to the wage schedules and occupations described in 2(a) above, those active employees with a permanent title of Class II Line Technician will have their title changed to Line Technician and will be assigned to Band B at their existing wage step. These employees will have the ability to progress to the Cap of Band B.
- ii. Those active employees with a temporary title of Class II Line Technician will have their temporary upgrade confirmed, their title changed to Line

Technician and will be assigned to Band B at their existing wage step. These employees will have the ability to progress to the Cap of Band B.

- iii. Those active employees with a permanent title of Class II Splicer, and who are assigned to the IPTV strategic project, will have their title changed to Splicer B and will be assigned to Band B at their existing wage step. These employees will have the ability to progress to the Cap of Band B.
- iv. Those active employees with a temporary title of Class II Splicer, and who are assigned to the IPTV strategic project, will have their temporary upgrade confirmed, their title changed to Splicer B and will be assigned to Band B at their existing wage step. These employees will have the ability to progress to the Cap of Band B.
- v. Those active employees with a temporary title of Class I Transmission Tester or Class I Splicer, and who are assigned to the FTTH strategic project, will have their temporary upgrade ended, their title changed to Splicer B and will be assigned to Band B at the top step.
- vi. Those active employees with a title of Class III Technician, and who are assigned to either the FTTH or IPTV strategic projects, will have their title changed to Splicer B and will be assigned to Band B at their existing wage step. These employees will have the ability to progress to the Cap of Band B.

#### **d. Band C Implementation Plan**

- i. Further to the changes to the wage schedules and occupations described in 2(a) above, the position of Utility Employee will be added into the Collective Agreement as the only occupation in Band C.
- ii. Those active employees with a title of Class III Technician, and who are currently performing a role primarily limited to tool inventory and delivery, will have their title changed to Utility Employee and will be assigned to Band C at their existing wage step. These employees will have the ability to progress to the Cap of Band C.

#### **e. General Implementation Information**

- i. The assignment to the Bands outlined above will be done based on the employee's current occupation as of the date of ratification of the renewal collective agreement. For greater clarity, a chart detailing the occupational changes that will occur is attached herein as Appendix "D".
- ii. Those active employees who are currently receiving a grandfathered rate of pay that is higher than the top of the current Class II rate of pay and who are being assigned to Band A or Band B shall maintain their grandfathered rate of pay until the April 1, 2012 general wage increase at which time they will be integrated into the single wage schedule and placed at the top rate of Band

B. The employees assigned to Band A will then have the ability to progress to the Cap of Band A.

- iii. All remaining supplements will cease as of the date of signature of the renewal collective agreement.
- iv. Employees currently on leave or not otherwise active and who seek to return during the term of the renewal collective agreement shall be integrated into one of the Bands based on their current occupation in the same manner set out above for the active employees.
- v. The Table – Basic Job Descriptions will be removed.
- vi. A new chart is included herein as Appendix “E” for the purposes of further defining the difference in complexity between the Splicer A and Splicer B occupations and the COE Tech A and COE Tech B occupations. This chart is intended only to serve as a guideline for evaluating the level of complexity on strategic projects. It is not intended to serve as basic job descriptions.

### **3. Lump Sum Payment**

- a. Those employees receiving a grandfathered rate of pay as of the date of ratification shall receive a lump sum payment of \$783.31, less statutory deductions, on the pay for the period including April 1, 2012.

### **4. Job Postings**

- a. The language in article 24 will be amended to reflect the changes made to the occupations and wage schedules as outlined in section 2(a) above. The language is attached herein as Appendix “F”.
- b. Section 24.03(g) will be updated to correct the reference to section 24.01(a)(iii).
- c. The definition of Company Wide Job Posting will be amended to reflect the 2007 agreement which clarifies that, subject to 24.10, temporary employees may apply.

### **5. Discrimination**

- a. The language in section 2.03 has been changed following agreement by the parties to further clarify that no employee should be subjected to, or required to tolerate being subjected to, any form of harassment while at work. The language is attached herein as Appendix “G”.

### **6. Union Dues**

- a. The language in article 3 has been amended to reflect the agreement between the parties that union dues will be processed each pay period. The language is attached herein as Appendix “H”.

## **7. Probationary Employees**

- a. The language in section 9.01(c) will be modified to reflect that an employee will be considered to be a probationary employee until he has accumulated 1040 hours worked as defined in the Letter of Intent on Hours Worked. The language is attached herein as Appendix "I".

## **8. Safety Boots**

- a. The language in section 12.05 will be amended to reflect that the existing amounts of \$85.00, \$120.00 and \$140.00 will be increased to \$85.00, \$130.00 and \$200.00 respectively. The language is attached herein as Appendix "J".

## **9. Transfers and Reassignments**

- a. The language in article 22 will be amended and is attached herein as Appendix "K".

## **10. Overtime and Differentials**

- a. The language in section 18.19(c) will be amended to reflect the 2007 agreement which changed the days of notice for a change in scheduled tours from four to three.

## **11. Annual Vacation**

- a. The language in article 21 will be amended to reflect that vacation schedules shall be prepared each year by the Company between December 1<sup>st</sup> of the previous year and February 1<sup>st</sup> of the vacation year. The language is attached herein as Appendix "L".

## **12. Basic Job Requirements**

- a. The existing letter of Intent on Transfers, Reassignments, Out of Country Assignments, Job Postings and Qualification and Basic Job Requirements will be modified to reflect the changes made to the occupations and wage schedules as outlined in section 2(a) above. The language is attached herein as Appendix "M".

## **13. Strategic Projects**

- a. A new Memorandum of Agreement will be entered into to outline the components of a strategic project, the options for living expenses while out of town on a strategic project and the commitment of the parties to meet to discuss any new strategic projects or relocation of existing strategic projects. The language is attached herein as Appendix "N".

#### **14. Workforce Diversity**

- a. The existing Memorandum of Agreement on Workforce Diversity will be modified to reflect the changes made to the occupations and wage schedules as outlined in section 2(a) above, as well as to correspond to the changes made during the 2011 negotiations for the renewal of the clerical and associated employees collective agreement. The language is attached herein as Appendix "O".

#### **15. Nortel Pension Plan**

- a. The existing Memorandum of Agreement on Pension (Former Nortel Employees) will be amended and is attached herein as Appendix "P".

#### **16. CEP Withdrawal of Matters**

- a. The CEP agrees to withdraw the following grievances subject to the ratification of this offer by the Craft & Services Employees:
  - Grievances EXP-TEA QN10-02 (National grievance filed) and X8284-581D (Local grievance filed) re nature of work being performed by Class III employees on the FTTH strategic project.
  - Grievance 26-2003-2001 (Individual grievance filed) and resultant minutes of settlement re auger trucks.

#### **B. Other Miscellaneous Changes**

1. The Company's mailing address in section 35.03 will be updated.
2. Any additional language not already referenced but included solely for the purpose of the implementation of the 2007 collective agreement will be removed. This includes the following:
  - a. Section 1.03
  - b. Section 17.11
  - c. Attachment C pages 2 to 4 only
3. Section 9.01(b) will be corrected to reflect the 2007 agreement which clarifies that a temporary part-time employee is engaged for a period not expected to exceed 5200 hours worked as defined in the Letter of Intent on Hours Worked.
4. Section 11.11 and 11.12 will be corrected by changing the term Survivor Protection Program to Life and AD&D Plan.
5. Section 25.06 will be modified by removing the reference to Policy 50613 G.
6. Any references to Company titles will be updated to reflect the current Company structure.

### **C. Memoranda of Agreement**

In addition to those Memoranda of Agreement previously identified in Sections A and B of this offer, the following Memoranda of Agreement are renewed with the appropriate changes:

- (i) Health and Safety Resource
- (ii) Averaging Hours of Work
- (iii) Article 24 – Arbitrability
- (iv) Out of Country Assignments
- (v) Visual Display Terminal
- (vi) Seniority – Tie Breaker
- (vii) Amount of Time Worked – Tie Breaker
- (viii) Home Dispatch
- (ix) Joint Union Management Meetings
- (x) Potential Sale of Business Involving the Transfer of Craft and Service Employee

The following Memoranda of Agreement shall be deleted:

- (i) Cost of Living Allowance
- (ii) Joint Committee re Implementation of New Skill Based Model
- (iii) Profit Sharing Plan
- (iv) Bell Preventative Maintenance Project

### **D. Letters of Intent**

In addition to those Letters of Intent previously identified in Sections A and B of this offer, the following Letters of Intent are renewed, with the applicable changes:

- (i) Contracting Out
- (ii) Time off for Union Business (Article 5)
- (iii) Assignment of Hours of Work – Temporary Part-Time Employees
- (iv) Freezing of Grievances
- (v) Joint Review Committee (Article 24)
- (vi) Joint Review Committee – Reasonable Accommodation Cases
- (vii) Training Programs Out of Country
- (viii) Seasonal Leave with Income Averaging
- (ix) Workforce Diversity
- (x) Overtime on Callouts and on a Day Outside the Employee's Scheduled Work Week
- (xi) Benefit Plans
- (xii) Hours Worked
- (xiii) Appropriate and Safe Return to Work Committee

The following Letters of Intent shall be deleted:

- (i) Benefits
- (ii) Pension
- (iii) Project Agreements Outside Ontario and Quebec

## **E. Appendices**

- A. List of Occupations and Bands, as amended and Families, as amended
- B. Attachment C – Wage Schedule, as amended
- C. Article 17, as amended
- D. Summary of Occupational Changes
- E. Complex versus Non-complex
- F. Article 24, as amended
- G. Article 2, as amended
- H. Article 3, as amended
- I. Article 9, as amended
- J. Article 12, as amended
- K. Article 22, as amended
- L. Article 21, as amended
- M. Letter of Intent on Transfers, Reassignments, Out of Country Assignments, Job Postings and Qualification and Basic Job Requirements, as amended
- N. Memorandum of Agreement on Strategic Projects
- O. Memorandum of Agreement on Workforce Diversity, as amended
- P. Memorandum of Agreement on Pension (Former Nortel Employees), as amended

## APPENDIX "A" – OCCUPATIONS AND BANDS, AND FAMILIES, AS AMENDED

<b>Occupations and Bands</b>
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A	Splicer A COE Technician A Calibration Specialist Health & Safety Resource
B	Splicer B COE Technician B Line Technician
C	Utility Employee

<b>Families</b>
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Access

COE

Utility

## APPENDIX "B" – WAGE SCHEDULE, AS AMENDED

WAGE SCHEDULE											
WEEKLY AND HOURLY BASIC RATES OF PAY											
		1.50%		1.50%		1.50%		1.50%		1.50%	
		1-Apr-12		1-Apr-13		1-Apr-14		1-Apr-15		1-Apr-16	
	Step	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
CAP BAND A	15	\$1,225.31	\$30.63	\$1,243.69	\$31.09	\$1,262.34	\$31.56	\$1,281.28	\$32.03	\$1,300.50	\$32.51
	14	\$1,196.48	\$29.91	\$1,214.43	\$30.36	\$1,232.65	\$30.82	\$1,251.14	\$31.28	\$1,269.90	\$31.75
	13	\$1,167.66	\$29.19	\$1,185.17	\$29.63	\$1,202.95	\$30.07	\$1,220.99	\$30.52	\$1,239.31	\$30.98
CAP BAND B	12	\$1,112.44	\$27.81	\$1,129.13	\$28.23	\$1,146.06	\$28.65	\$1,163.25	\$29.08	\$1,180.70	\$29.52
	11	\$1,068.19	\$26.70	\$1,084.21	\$27.11	\$1,100.47	\$27.51	\$1,116.98	\$27.92	\$1,133.73	\$28.34
	10	\$1,014.59	\$25.36	\$1,029.81	\$25.75	\$1,045.26	\$26.13	\$1,060.94	\$26.52	\$1,076.85	\$26.92
	9	\$952.07	\$23.80	\$966.35	\$24.16	\$980.85	\$24.52	\$995.56	\$24.89	\$1,010.49	\$25.26
	8	\$902.94	\$22.57	\$916.49	\$22.91	\$930.24	\$23.26	\$944.19	\$23.60	\$958.35	\$23.96
CAP BAND C	7	\$831.08	\$20.78	\$843.55	\$21.09	\$856.20	\$21.41	\$869.04	\$21.73	\$882.08	\$22.05
	6	\$785.61	\$19.64	\$797.39	\$19.93	\$809.36	\$20.23	\$821.50	\$20.54	\$833.82	\$20.85
	5	\$747.04	\$18.68	\$758.25	\$18.96	\$769.62	\$19.24	\$781.16	\$19.53	\$792.88	\$19.82
	4	\$703.19	\$17.58	\$713.74	\$17.84	\$724.45	\$18.11	\$735.31	\$18.38	\$746.34	\$18.66
	3	\$659.34	\$16.48	\$669.23	\$16.73	\$679.27	\$16.98	\$689.46	\$17.24	\$699.80	\$17.50
	2	\$615.09	\$15.38	\$624.32	\$15.61	\$633.68	\$15.84	\$643.19	\$16.08	\$652.83	\$16.32
	1	\$582.20	\$14.56	\$590.94	\$14.77	\$599.80	\$15.00	\$608.80	\$15.22	\$617.93	\$15.45

The interval between steps shall be 1040 Hours Worked.

Those employees receiving a grandfathered rate of pay as of the date of ratification shall receive a lump sum payment of \$783.31, less statutory deductions, on the pay for the period including April 1, 2012.

## **APPENDIX "C" – ARTICLE 17 WAGE ADMINISTRATION, AS AMENDED**

### **ARTICLE 17 WAGE ADMINISTRATION**

**17.01** "Basic Rate of Pay" means the amount of money per week, as specified in the applicable wage schedule, which is paid to a full-time employee for working his basic hours of work.

#### **Rates of Pay for Part-Time Employees**

**17.02** The rate of pay for a part-time employee shall be on a pro-rata proportion of the rate established for the occupation concerned, unless a specific schedule for part-time employees forms part of this Agreement.

#### **Higher Rates of Pay to Individual Employees**

**17.03** A new or transferred employee who has had previous experience, related training or educational qualifications beyond the standard requirements, may be placed at a wage rate commensurate with such experience, training or education. An employee on demotion treatment may be placed at a wage rate commensurate with his service and experience.

#### **Demotional Treatment**

**17.04** The Company agrees that it will not change, during the term of this Agreement, the procedures which were in effect on the date of signing this Agreement for determining wage treatment for employees covered by this Agreement who are subject to demotion treatment.

#### **Wage Increases**

**17.05** (a) Increases shall be granted on the basis of merit as determined by the Company. The time interval specified for each step of a wage schedule is a period during which an employee is under survey as to his capacity and qualifications.

(b) Where, in the opinion of the Company, an employee has not demonstrated sufficient qualifications or capacity to warrant an increase on the basis of merit, he shall be so notified in writing no later than 15 days prior to the due date for the increase. A copy of the notice is to be sent to the employee's Steward.

(c) Where an employee receives a notice pursuant to subsection 17.05 (b) he may, within ten days of receipt of the notice, review, with his immediate supervisor, the reasons for the withholding of the increase. Should the employee, following the review, believe the action is unwarranted, he may take the matter up as a grievance.

**17.06** The time intervals for each step of each wage schedule in Attachment C shall be 1040 regular hours worked.

**17.07** The effective day for an increase shall be the first day of the pay period following the achievement of the step of the wage schedule.

#### **Pay Days**

**17.08** An employee shall be paid every alternate Wednesday for the two-week period ending the Wednesday previous to the pay day.

**17.09** The rates of pay for any new jobs created during the life of this Agreement shall be negotiated with the Union before being put into effect.

#### **Promotional Treatment**

**17.10** When an employee is promoted to a higher Band job he shall have his existing cap removed and replaced by the cap of the higher Band in question. If the employee has been at the top step of their existing Band for a minimum of six (6) months, he will move immediately to

the next step on the wage schedule. He shall be eligible for a progressional increase 1040 regular hours worked after promotion.

**17.11** Following the completion of a temporary promotion, an employee will return to the wage step he was at prior to the temporary promotion, however, his accumulated hours worked during the temporary promotion will count towards his next progressional increase.

**APPENDIX “D” – SUMMARY OF OCCUPATIONAL CHANGES**

**Simplified Wage Schedule – Implementation Plan**

<b>Current Status</b>	<b>Status on Implementation</b>	<b>Wage Potential at Implementation Status</b>
Permanent Class I Transmission Testers	Splicer A	Top Step Band A
Temporary Upgrade Class I Transmission Tester - Core	Splicer A	Top Step Band A
Calibration Specialist	Calibration Specialist	Top Step Band A
Health and Safety Resource	Health and Safety Resource	Top Step Band A
Permanent Class 1 COE or Permanent Class 1 Splicer	COE Technician A or Splicer A	Top Step Band A
Temporary Upgrade Class 1 COE Core or Temporary Upgrade Class 1 Splicer Core	COE Technician A or Splicer A	Top Step Band A
Permanent Class 2 COE Core or Permanent Class 2 Splicer Core	COE Technician A or Splicer A	Top Step Band A
Temporary Upgrade Class 2 COE Core or Temporary Upgrade Class 2 Splicer Core	COE Technician A or Splicer A	Top Step Band A
Class 3 Technician Core	Splicer A	Top Step Band A

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Current Status	Status on Implementation	Wage Potential at Implementation Status
Temporary Upgrade Class I Transmission Testers - FTTH Temporary Upgrade Class 1 Splicer - FTTH	Splicer B	Top Step Band B
Permanent Class 2 Line Technician	Line Technician	Top Step Band B
Temporary Upgrade Class 2 Line Technician	Line Technician	Top Step Band B
Permanent Class 2 Splicer IPTV	Splicer B	Top Step Band B
Temporary Upgrade Class 2 Splicer IPTV	Splicer B	Top Step Band B
Class 3 Technician IPTV or FTTH	Splicer B	Top Step Band B
Class 3 Technician – Material Delivery , Tool Inventory	Utility Employee	Top Step Band C

## APPENDIX “E” – COMPLEX VS NON-COMPLEX

This chart is intended only to serve as a guideline for evaluating the level of complexity on strategic projects. It is not intended to serve as basic job descriptions.

### Complex versus Non-Complex

	Splicer	COE Technician
<b>C O M P L E X</b>	<ul style="list-style-type: none"> <li>• Working cable pair transfers in UG splicing</li> <li>• Fibre and/or copper testing on existing cable</li> <li>• Work on 879 special circuits that require customer release</li> <li>• All work utilizing an APEX, or pair identification sets, utilized to identify pairs</li> <li>• All Mega work</li> </ul>	<ul style="list-style-type: none"> <li>• Able to perform Assignment Verification Request (AVR) and Material Source List (MSL)</li> <li>• Power work including connections to rectifiers, batteries and BDFB</li> <li>• Able to perform all testing activities, diagnose problems, and correct</li> <li>• SLAT Testing</li> </ul>
<b>N O N C O M P L E X</b>	<ul style="list-style-type: none"> <li>• Live and dead splicing aerial, buried and UG</li> <li>• Fibre and/or copper testing of new cables</li> <li>• Perform line transfers</li> <li>• Continuity testing of cables</li> <li>• Section cutting of cables</li> <li>• Working cable pair transfers in aerial, buried splicing</li> </ul>	<ul style="list-style-type: none"> <li>• Power connections for equipment excluding rectifiers</li> <li>• Continuity testing of cables</li> <li>• Assembly and removal operations (including infrastructure, frames, battery stands)</li> <li>• Live and/or dead splicing or terminating</li> <li>• Slot cards without SLAT</li> </ul>

## **APPENDIX “F” – ARTICLE 24 JOB POSTING PROCEDURES, AS AMENDED**

### **ARTICLE 24 JOB POSTING PROCEDURES**

#### **Definitions**

“Family” means the groupings of jobs as provided in Attachment D of this Agreement.

“Normal Servicing Territory (NST)” means a geographic entity as provided in Attachment E of this Agreement.

“NST Lateral Job Posting” means a posting within the NST that will result in the lateral transfer or reassignment of an employee within the NST.

“NST Upgrade Job Posting” means a posting within the NST that will result in the reassignment of an employee to an occupation of a higher classification, within the NST.

“Company-wide Job Posting” means a posting throughout the Company for which all regular employees, and all temporary employees, subject to section 24.10, may apply.

#### **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.

#### **Temporary Upgrades**

**24.02** (a) (i) Any temporary upgrade of an employee, which is expected by the Company to last for less than 6 months, may be made at the discretion of the Company.

(ii) Any temporary upgrade of an employee from within the NST, which is expected by the Company to last at least 6 months, not to exceed 24 months, is to be offered to the most senior available employee from among those who are qualified within the same family at the time the temporary upgrade is to be made. Where an employee declines the opportunity for such a temporary upgrade, the Company shall offer the temporary upgrade to the next most senior available employee from within the family who is qualified. An employee who accepts such an assignment will not be eligible for the allowances and expenses set forth in Article 23.

(b) If there are no employees available, or willing, to accept a temporary upgrade as provided under paragraph (ii) of subsection 24.02 (a), the Company may offer the opportunity to an available employee in another family within the NST, or to an available employee within the same family in another NST, who is qualified to perform the required work.

(c) An employee may not be placed on a temporary upgrade for greater than 24 continuous months.

### **Job Posting Procedures**

#### **24.03**

(a) When there is a job opening as defined in subsection 24.01 (a), it will be filled in the following order:

(i) NST Lateral Job Posting.

(ii) NST Upgrade Job Posting

or

Company-wide Job Posting.

(iii) Any other person, including Clerical and Associated employees.

(b) It is understood that the Company shall be required to conduct only one NST Lateral Job Posting in accordance with the provisions of subsection 24.03 (a) (i) prior to utilizing either the NST Upgrade or Company-wide Job Posting Procedures. It is recognized that the posting of the position under the NST Lateral Job Posting procedure may change the occupation or location for which the Company subsequently posts an NST Upgrade or Company-wide Job Posting, as applicable. The Company reserves the right to re-evaluate its need to access the NST Upgrade or Company-wide Job Posting procedures based on the outcome of the NST Lateral Job Posting procedure.

(c) In the event that the successful candidate, selected in accordance with the provisions of section 24.06, comes from another NST and the Company determines that there is a need to fill the position so vacated, it may, within a period of 30 days, proceed directly to utilizing either the NST Upgrade or Company-wide Job Posting procedures of subsection 24.03 (a) (ii) without first utilizing the NST Lateral Job Posting procedures of subsection 24.03 (a) (i).

(d) In the event that the Company has utilized the Company-wide job posting process five times in order to fill successive vacant positions as a result of filling an initial job opening, the Company may re-evaluate its need to further access the job posting process and may proceed directly to utilizing paragraph (iii) of sub-section 24.03 (a).

(e) The Company shall post the available position for:

(i) seven (7) working days in the case of an NST Lateral Job Posting or NST Upgrade Job Posting,

(ii) seven (7) working days in the case of a Company-wide Job Posting.

(f) An employee wishing to be considered by the Company must respond to the job posting within the posting period specified in subsection 24.03 (e). It is understood that an employee may only be considered for the posted position provided that the employee's performance on his existing job meets job requirements.

(g) When a job opening as defined in 24.01(a)(iii) has been filled through the job posting process, the Company can consider to stop the job posting process or continue with the job posting process to fill the job vacated by the successful candidate.

### **Selection Order**

**24.04 NST Lateral Job Posting** -from among the job posting applicants, candidates are to be selected on the basis of the most senior from among those who are qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working days familiarization period, in the following order:

(a) from employees having the same occupational title and of the same Band as the job opening,

(b) from employees in positions within the same family and of the same Band as the job opening,

(c) from employees in positions in a different family, having a different occupational title, and of the same Band as the job opening, (for Band B postings only).

**24.05 NST Upgrade Job Posting** - from among the job posting applicants, candidates are to be selected on the basis of the most senior from among those who are qualified, within the same family as the job opening.

**24.06 Company-wide Job Posting** - - from among the job posting applicants, candidates are to be selected on the basis of the most senior from among those who are qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working days familiarization period, in the following order:

(a) from among the Regular Full-Time employee applicants

(i) having the same occupational title and of the same Band as the job opening,

(ii) in positions within the same family and Band as the job opening,

(iii) in positions within the same family and different Band as the job opening,

(iv) in positions in a different family, having a different occupational title, and of the same Band as the job opening,

(v) in positions in a different family, having a different occupational title, and of a different Band than the job opening.

(b) from among the Temporary Part-Time employee applicants, in the order specified in subsection 24.06 (a).

**24.07** (a) The Company will provide information to designated Local Officers of the Union concerning the posted position and results of the posting, as mutually agreed to by the parties.

(b) The results of the posting will be made known to all employees who responded to the job posting.

(c) The mechanics of the job posting procedure shall be as agreed to by the parties.

### **Exceptions**

**24.08** The exceptions outlined in section 22.14 may require the normal job filling procedures specified for the Job Posting Procedures to be by-passed.

### **General**

**24.09** It is understood that service requirements may prevent a successful applicant from immediately assuming a permanent position for which he has applied under the Job Posting Procedures; nevertheless the date an applicant can be released from his current job will not prevent him from being selected for the permanent position. Positions may be filled temporarily pending the final availability of the employee who is to fill the job.

**24.10** The Job Posting Procedures shall not apply to an employee in the 12 months subsequent to his engagement or re-engagement, or in the 12 months subsequent to his appointment to a position resulting from an NST Upgrade Job Posting or a Company-wide Job Posting, or in the 12 months subsequent to his appointment to a position resulting from an NST Lateral Job Posting application except

(a) that an employee who is appointed to a position as a result of a Job Posting application may, during this freeze period, apply for an NST Upgrade Job Posting at that location;

(b) where an employee's reporting centre is changed by the Company.

**24.11** When a permanent relocation is arranged as a result of a Job Posting application, the cost of the relocation will be borne entirely by the employee and that location becomes his reporting centre on the first day he reports.

**24.12** (a) The Job Posting procedures apply only to Regular Full-Time or Temporary Part-Time employees.

(b) (i) Under the NST Lateral and NST Upgrade Job Posting procedures, an employee cannot request to be reclassified from Temporary Part-Time to Regular Full-Time status.

(ii) Notwithstanding the above, a Temporary Part-Time employee may apply for a Regular Full-Time job opening through the Company-wide Job Posting procedure, subject to 24.10.

## **APPENDIX “G” – ARTICLE 2 DISCRIMINATION, AS AMENDED**

### **ARTICLE 2 DISCRIMINATION**

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

**2.02** The Company and the Union agree that they will not threaten, intimidate or unlawfully discriminate against an employee for reasons of that employee's pregnancy, age, marital status, disability, sex, sexual orientation, race, creed, colour, national origin, political affiliation with a legitimate political party or for exercising any rights under this Collective Agreement.

**2.03** The Company and the Union are committed to working together to ensure a workplace, which is free from harassment. The parties further agree that no employee should be subjected to, or required to tolerate being subjected to, any form of harassment while at work.

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

## **APPENDIX “H” – ARTICLE 3 UNION DUES, AS AMENDED**

### **ARTICLE 3 DEDUCTIONS Union Dues**

**3.01** Subject to the provisions of this Article, the Company will, in each pay period, deduct an amount equivalent to the regular Union dues from the pay of all employees in the bargaining unit. All present employees shall pay union dues and all employees hired or transferred into the bargaining unit shall pay union dues within 30 days of their hiring or transfer, as a condition of employment.

**3.02** As soon as possible after the end of each month, the Company will remit to the Secretary-Treasurer of the Communications, Energy and Paperworkers Union of Canada, by cheque, the amount so deducted. In addition, the Company will provide a list where possible by Local, showing the amount deducted from each employee. It is the responsibility of the Union to notify the Company, on a form approved by the Company, of the Local to which each employee pays dues.

**3.03** The amount of regular union dues shall be such amount as may from time to time be certified to the Company for each Local by the Secretary-Treasurer of the National Union.

**3.04** Regular union dues means the dues established by each Local as the dues payable and shall not include any other amount such as initiation fee, insurance premium or special levy.

#### **Humanity Fund**

**3.05** (a) The Company will deduct on behalf of all employees in the bargaining unit, an amount from their pay equivalent to one cent per regular hour worked for the purposes of the Humanity Fund. Where an employee objects to the above-mentioned deduction, and the Company is informed of such in accordance with the provisions of section 3.07, this amount shall not be deducted.

(b) This deduction from pay will be processed on a monthly basis and will be remitted to the account of the registered charitable organization designated as the CEP Humanity Fund, as soon as possible after the end of each month.

**3.06** Where an employee objects to the above-mentioned deduction, he shall notify in writing the appropriate Vice-President of the CEP. The Union shall then inform in writing Human Resources, of the name, occupation and work location of the employee who objects to the above-mentioned deduction for the purposes of the Humanity Fund. The Union recognizes its full responsibility in that respect.

#### **General**

**3.07** The Company will cease making such deductions 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.

**3.08** When an employee does not have sufficient earnings in respect to any month to permit deductions, the Company shall not be obligated to make such deductions from subsequent earnings.

**3.09** It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by any employee, or on behalf of any employee, or employees, for amounts deducted from wages as provided in this Article.

## APPENDIX "I" – ARTICLE 9 DEFINITIONS, AS AMENDED

### Article 9 Definitions

**9.01(b)** "Temporary Part-Time Employee" means an employee who was engaged on the understanding that the period of employment was expected to continue for more than three weeks but not more than 5200 hours worked as defined in the Letter of Intent on Hours Worked and who is normally required to work less than the basic hours of work for a Full-Time employee. A temporary part-time employee will be scheduled to work a minimum of two days per week except for periods where there is a lack of work.

A Temporary Part-Time employee, upon accumulating 5200 hours worked as defined in the Letter of Intent on Hours Worked, shall be reclassified to Regular Full-Time status in the same occupation and location. Hours Worked must be accumulated on a continuous basis, or a non-continuous basis in accordance with the provisions of subsection 9.04(a).

**9.01(c)** "Probationary Employee"

An employee shall be considered to be a probationary employee until he has accumulated 1040 hours worked as defined in the Letter of Intent on Hours Worked.

Notwithstanding Article 13 of this Agreement, the Company retains the right to terminate the employment of a probationary employee who is found by the Company to be unsuitable. Such a termination shall be subject to the grievance and arbitration procedures set forth herein.

The Company agrees to give the employee and his Steward a copy of the notice of termination, which shall contain the reasons why, in the opinion of the Company, the employee is found to be unsuitable.

## **APPENDIX “J” – 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 \$130.00 per calendar year for one pair of safety boots and/or one pair of overshoes to fit safety boots (\$200.00 for the safety boots and/or overshoes to fit safety boots of Line Technicians), or
- (b) the full cost up to a maximum of \$85.00 per calendar year for one pair of safety shoes and/or one pair of overshoes to fit safety shoes.

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

### **ARTICLE 22 TRANSFERS AND REASSIGNMENTS**

#### **Definitions**

"Headquarters" means a locality and its contiguous territory in and from which an employee normally works as provided in Attachment B of this Agreement.

"Reassignment" means an employee's assignment to another occupation and/or another work location within the employee's headquarters, or in the case of an employee in Toronto or Montreal, within his headquarters and within a 20 airline km radius from his reporting centre.

"Transfer" means the assignment of an employee on the basis that he will be required by the Company to begin or end his scheduled tour of duty in a headquarters other than his own, or in the case of an employee in Toronto or Montreal, to another headquarters or to a reporting centre other than his assigned reporting centre and more than 20 airline km from his assigned reporting centre.

"Upgrade" means the reassignment of an employee to an occupation of a higher band.

"Demotion" means the reassignment of an employee to an occupation of a lower-rated band.

"Lateral" means the reassignment of an employee to a different recognized function within the same occupation, or to another occupation of the same band as the employee's former occupation.

"Reclassification" means a change to the employment status of an employee (e.g., from Temporary to Regular, from Temporary Part-Time to Regular Full-Time).

"Reporting centre" shall mean a specified location provided for the use of the Company, in an employee's headquarters, and may be a work centre, central office, locker location, storeroom, customer's premises, temporary training centre, warehouse or other Company premises or similarly fixed location to which an employee is assigned.

"Job location" shall mean any other location to which an employee is assigned to report, which is not his reporting centre.

"Reporting locality" is defined as being within the limits of a circular area having a radius of 2 airline km from the employee's regular reporting centre.

**22.01** Each employee shall be assigned a reporting centre by the Company within a headquarters as listed in Attachment B. An employee is to be notified in writing by the Company of a change in reporting centre.

#### **Transfers**

**22.02** (a) The transfer of an employee for a continuous period of more than 90 days

shall be considered a permanent transfer.

(b) The transfer of an employee for a continuous period of 90 days or less shall be considered a temporary transfer.

(c) To be eligible for a transfer the employee's performance on his existing job must meet job requirements.

**22.03** Sections 22.02 through 22.12 inclusive shall not apply to the reassignment of an employee affected under the provisions of Article 11.

**22.04** Five days notice shall normally be given to an employee who is, at the request of the Company, transferred for an overnight or longer period. Where such notice is not given and an employee is transferred with less than five days notice, he shall be paid one-half time extra for the basic hours of work for each day of the balance of the five day period during which the employee is so transferred.

### **Permanent Transfer**

**22.05** The Company will give the employee 30 days notice of a permanent transfer.

**22.06** In the selection of an employee for permanent transfer, the Company will first give consideration to the most senior employee who will volunteer from the occupation at the reporting center from which the transfer is to be made and who has the necessary qualifications.

**22.07** In the event there is to be a permanent involuntary transfer, the employee of least seniority in the occupation, at the reporting centre from which the transfer is to be made shall be selected.

**22.08** When an employee is permanently transferred from one headquarters to another at the request of the Company, and as a result of such transfer an employee's new report centre is further from his home than was his former report centre prior to the transfer and a change of residence is required, the employee shall be reimbursed for moving expenses as approved by the Company and in accordance with Company practices. The Company agrees with respect to employee expense incidental to a transfer, that it will not diminish, during the term of the Agreement, the level of reimbursement that applied on the date of signing of the Agreement.

### **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, three weeks in the case of a two man line crew normally sharing the same vehicle, the Company will give first consideration to the most senior employee who will volunteer from the functional 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 functional 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 functional group at that reporting centre.

### **Reassignments**

**22.12** (a) In the selection of an employee for:

- a permanent lateral reassignment, or
- a temporary lateral reassignment for more than 30 days,

to another reporting centre outside his reporting locality, 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 functional group in the seniority unit within the reporting centre from which the reassignment is to be made.

(b) To be eligible for a reassignment the employee's performance on his existing job must meet job requirements.

### **Exceptions**

**22.13** Notwithstanding the provisions of sections 22.06, 22.07, 22.09, 22.10, 22.12, Article 24 and section 33.02, all related to the movement of employees, certain circumstances may require normal job filling procedures to be by-passed. Accordingly, the Company may fill a position within the bargaining unit for the following reasons, as appropriate:

(a) Health or Disability

for reasons of health or disability affecting a person employed by the Company in any bargaining unit, or

where a Company employee returns from another bargaining unit following a placement for reasons of health or disability;

(b) Surplus

where the Director of Human Resources and the President of the Union agree that a number of employees are surplus. Where no such agreement can be reached, the Company retains its right to invoke the provisions of Article 11;

(c) Demotion Within Unit

where an employee is involuntarily demoted within the bargaining unit;

(d) Business Needs

from March 22 of each year, the Company may fill up to three job openings, no more than two of which may be Company initiated upgrades, in each six month period in each District of the Company, for the purpose of the "needs of the business", as defined by the Company;

(e) Placement of Former Manager

where a former manager, with the exception of an employee who had been assigned to an acting or temporary management position, is placed into the bargaining unit, the District into which the person is placed will forfeit one of the "needs of the business" placements as referred to in subsection 22.14 (d);

(f) Employment Equity

where a person is placed into the bargaining unit, for the purpose of Employment Equity, in accordance with section 33.02;

(g) Redeployment, New Business and New Technology

where a person is moved within, or placed into, the bargaining unit for reason of

- (i) redeployment due to lack of work or priority of work, or
- (ii) the start-up of a new business opportunity or the initial introduction of new technology.

The Company agrees to initiate local meetings between management and Union Representatives to explore the options available and possible alternatives to deal with these situations. The agreement of the National Union and Corporate Human Resources is required to approve the application of this exception. The Union agrees that its approval in these situations will not unreasonably be withheld;

Where, within 12 months of an employee being involuntarily transferred under the provisions of paragraph (i) above, there is a permanent job opening in the employee's previous headquarters, the affected employee shall be offered the opportunity, under this sub-section, to return to his original headquarters, provided that he has the necessary qualifications for the job opening.

(h) Return from Leave of Absence

where a person returns to the bargaining unit following a leave of absence approved by the Company;

(i) Transfer from another bargaining unit or Company

where, for business reasons, a person is placed into the bargaining unit from another bargaining unit or Company. The agreement of the National Union is required to approve the application of this exception.

The Company shall inform the Local Steward, on a form supplied by the Company, of any

position within the bargaining unit filled for any of the reasons noted above.

## **APPENDIX “L” – ARTICLE 21 ANNUAL VACATION, AS AMENDED**

### **ARTICLE 21 ANNUAL VACATION**

**21.08** Vacation schedules shall be prepared each year by the Company between December 1<sup>st</sup> of the previous year and February 1st of the vacation year with due consideration to seniority , provided, however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work. In general, vacations shall commence at the beginning of the calendar week unless the demands of the work make this impossible.

**21.09** For the purpose of vacation selection, all employees reporting to the same immediate manager shall be considered a seniority unit.

**21.10** For the purpose of vacation selection during the period of October through May:

(a) Where the immediate manager's group is composed of nine or more employees on December 1<sup>st</sup> of the previous year, a minimum of three employees will be permitted on vacation at a time;

(b) Where the immediate manager's group is composed of eight employees on December 1<sup>st</sup> of the previous year, a minimum of two employees will be permitted on vacation at a time;

(c) Where the immediate manager's group is composed of seven employees or less on December 1<sup>st</sup> of the previous year, a minimum of one employee will be permitted on vacation at a time.

**21.11** For the purpose of vacation selection during the period of June through September:

(a) Where the immediate manager's group is composed of nine or more employees on December 1<sup>st</sup> of the previous year, a minimum of two employees will be permitted on vacation at a time;

(b) Where the immediate manager's group is composed of less than nine employees on December 1<sup>st</sup> of the previous year, a minimum of one employee will be permitted on vacation at a time.

**21.12** (a) In the year he is to complete 5 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of one week of vacation during the period of June through September.

(b) In the year he is to complete 15 years of net credited service and in each of the subsequent years, an employee, who so requests it, is entitled to a minimum of two weeks of vacation during the period of June through September.

**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%. This percentage shall be based on the number of employees in that group on December 1<sup>st</sup> of the previous year.

## APPENDIX “M” – BASIC JOB REQUIREMENTS, AS AMENDED

### **Subject: Transfers, Reassignments, Out of Country Assignments, Job Posting Procedures and Qualifications and Basic Job Requirements**

Dear Mr Portelance

This is to outline basic job requirements and qualifications and their relationship to Transfers, Reassignments, Out of Country Assignments and Job Posting Procedures.

1. With regard to subsection 24.03 (f), Article 22 and the Memorandum of Agreement on Out of Country Assignments, “meets job requirements” shall mean that the employee is meeting the basic requirements of his job, is not on interim review and is, in his general performance, satisfactory. For example, an employee will not be disqualified for reasons of one or two absences, one or two lates or one or two minor quality defects.

2. With regard to sections 24.05 and 24.06, as well as Article 22, it is understood that job qualifications will bear a reasonable relationship to the basic requirements of the job opening or vacancy and it is further understood that qualifications for jobs or vacancies of the same type will not be dissimilar.

3. An employee shall be considered qualified if they meet the following criteria:

#### **(i). Basic Requirements – Central Office Technician A:**

- Proficient in all aspects of the Central Office job.
- Minimum 2 years Central Office experience at the Central Office Technician B position
- Able to read and understand technical documents and work plans.
- Demonstrate comfort at working aloft on ladders, on cable racks, or underground. (ECM’s)
- Shows initiative e.g. ordering correct materiel for job, loading materiel onto truck, setting up job.
- Availability to work shifts and to remain away from home overnight.
- Good computer skills.
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

#### **(ii). Basic Requirements – Central Office Technician B:**

- Able to read and understand technical documents and work plans.
- Able to assist in securing equipment bays to the floor, mount equipment, install super structure.
- Able to assist in running and securing cables in accord with approved Practices.
- Able to learn colour code, perform connections including wire wrap, punch on, solder BNC connectors.
- After receiving training, and demonstration of skills, must be able to complete, in a satisfactory manner, certain jobs independently. (e.g. wire out a DSLAM to frame, to DSX panel and power bays)
- Demonstrate comfort at working aloft on ladders, on cable racks, or underground. (ECM’s)
- Availability to work shifts and to remain away from home overnight.
- Able to set up job safely. (e.g.: cones, signs, Passport)
- Basic computer skills.
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

### **(iii). Basic Requirements – Splicer A**

- Proficient in all aspects of the splicing job.
- Minimum 2 years splicing Splicer experience at the Splicer B position.
- Able to read and understand technical documents and work plans.
- Demonstrate comfort at working aloft on spurs, ladders, cable racks; and working in underground manholes.
- Shows initiative e.g. ordering correct materiel for job, loading materiel onto truck, setting up job.
- Availability to work shifts and to remain away from home overnight.
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

### **(iv). Basic Requirements – Splicer B:**

- Able to read and understand technical documents and work plans.
- Able to assist in securing cables, terminals and equipment.
- Able to prepare cables for splicing in accord with approved practices.
- Able to learn colour code and binder groups; and perform connections with various methods (i.e.: 3M, MR1, wire wrap, punch on, and solder). For fiber, must be able to identify fibers, tubes, ribbon and prepare cables for fusion.
  - After receiving training, and demonstration of skills, must be able to complete, in a satisfactory manner, certain jobs independently, e.g.: set up work area, prepare cables and complete basic “C” splice (dead cable), splice in a basic distribution terminal.
- Demonstrate comfort at working aloft on spurs, ladders, cable racks; and working in underground manholes.
- Able to set up job safely (e.g.: cones, signs, atmospheric tester) and utilize required safety equipment. (body belt, voltage tester, etc).
- Shows initiative e.g. ordering correct materiel for job, loading materiel onto truck, setting up job.
- Availability to work shifts and to remain away from home overnight.
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

### **(v). Basic Requirements – Calibration Specialist**

- Proficient in all aspects of the Calibration job.
- Able to read and understand technical documents and Equipment Specifications.
- Shows initiative.
- Availability to work shifts and to remain away from home overnight.
- Advanced computer skills.
- Able to produce accurate time sheets, quality reports.
- Able to communicate with customers, support staff and suppliers timely and accurately.
- Able to work independently.
- Manage competing deadlines.

### **(vi). Basic Requirements – Line Technician**

- Able to read and understand technical documents and work plans
- Able to carry and set up ladders, heavy equipment and cables
- Able to assist in installing and securing cables, terminals and equipment

- After receiving training, and demonstration of skills, must be able to complete, in a satisfactory manner, certain jobs independently, e.g.: Attach strand to pole; transfer cable lasher, attach guy, relocate cable and strand, pump and ventilate manhole, rope duct.
- Demonstrate comfort at working aloft on spurs, ladders, cable racks; and working in underground manholes.
- Shows initiative e.g. ordering correct materiel for job, loading materiel onto truck, setting up job and understanding the sequencing of a job.
- Able to set up job safely (e.g.: cones, signs, atmospheric tester) and utilize required safety equipment. (body belt, voltage tester, etc).
- Availability to work shifts and to remain away from home overnight.
- Able to produce accurate time sheets, billing sheets, quality reports.
- Able to communicate with customers and support staff.

Yours truly,

Nathalie Beaudry  
Director Human Resources

## **APPENDIX “N” – STRATEGIC PROJECTS**

### **STRATEGIC PROJECTS**

#### **MEMORANDUM OF AGREEMENT BETWEEN** **EXPERTECH** **AND** **COMMUNICATIONS, ENERGY AND** **PAPERWORKERS UNION OF CANADA** **REPRESENTING CRAFT AND SERVICES** **EMPLOYEES**

WHEREAS the parties recognize that during the term of this agreement the Company may be provided the opportunity to work on strategic projects, and

WHEREAS the parties also recognize that strategic projects are a critical source of work load for the Company, and therefore job security for its employees, and the Company needs the flexibility to determine the appropriate method of providing services for these strategic projects,

THEREFORE the above parties hereby agree as follows:

1. Strategic Projects are projects that encompass, among other things, the following criteria:
  - Greater than 90 days in length
  - A start and end date
  - Dedicated capital dollars
  - Dedicated employee resources
  - Employees resources could be new, existing, or both
2. For each new strategic project, or when an existing project changes location, the Company will meet the Union to inform them of the details of the strategic project, including type and scope of work, location of work and resource plan. At these meetings, the Company will have one representative from human resources/labour relations and, if it deems necessary, a maximum of one representative from each province involved in the strategic project. The Union will have one National representative and, if it deems necessary, a maximum of one bargaining committee member from each province involved in the strategic project.
3. Tours of duty related to strategic projects shall be assigned by the Company as to cause the least possible interference with efficient performance of the work. Such scheduled tours of duty may include but are not limited to alternate work weeks.
4. Employees who are eligible for living expenses during a strategic project will be provided \$150 per day worked to a maximum of \$600 per week (i.e. 40 regular hours worked) to cover meals and lodging. Section 23.08 of the collective agreement will not apply in such circumstances.
5. The selection of an employee for a transfer and/or reassignment during a strategic project will be done in accordance with the collective agreement, with the exception that the provisions of section 24.01(a)(iii) shall not apply to strategic projects.

6. It is understood that this memorandum of agreement does not limit the company's right to manage its operations effectively including but not limited to the use of external resources in whole or in part for strategic projects.

IN WITNESS WHEREOF, we have signed at Ottawa, on this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

FOR THE COMPANY

FOR THE UNION

Nathalie Beaudry

Alain Portelance

\_\_\_\_\_

\_\_\_\_\_

## **APPENDIX “O” – WORKFORCE DIVERSITY PROJECT, AS AMENDED**

### **WORKFORCE DIVERSITY PROJECT**

#### **MEMORANDUM OF AGREEMENT BETWEEN** **EXPERTECH** **AND** **COMMUNICATIONS, ENERGY AND PAPERWORKERS** **UNION OF CANADA** **REPRESENTING CRAFT AND SERVICES** **EMPLOYEES**

1. The Company agrees to provide 12 temporary positions, each 6 months in duration, in Craft and Services for the purpose of improving the diversity of the C&S workforce and broadening career opportunities for female employees in the Clerical and Associated bargaining unit.
2. The Company agrees that
  - a. there will be no Regular Full Time employees in Craft and Services on lay-off from the headquarters where these temporary positions are located; and
  - b. there will be no Temporary Part Time employee in Craft and Services on a rehire list, as per Craft and Services article 9.04 (a), from the headquarters where these temporary positions are located.
3. The Company will seek female volunteers from the Clerical and Associated bargaining unit to fill these temporary positions.
4. Clerical applicants must be meeting the basic requirements of their existing jobs.
5. In order to qualify for this project, applicants must meet the basic criteria as described in Appendix A for the occupations(s) for which they are applying.
6. If there are more applicants who meet the basic criteria than temporary positions, then the applicants, who meet the basic criteria, will be selected by seniority.
7. In order to be deemed successful at the end of the six month project, the candidate must be able to demonstrate the skills as described in Appendix B for the occupation that she has been performing. Candidates who demonstrate those skills at the end of the six months will be deemed to be qualified should they apply for this occupation on a permanent basis within the following three years.
8. The Company agrees to provide the necessary classroom and/or on-the-job training and/or mentoring during the six months so that candidates with the ability to learn have an even chance to succeed.
9. The Manager and the Steward will meet with the candidate at the end of two months, four months and at the end of the project to ensure a clear understanding of progress and goals.

10. At the end of the project, a candidate will return to her position in the Clerical and Associated bargaining unit with no loss of seniority, unless she is deemed qualified and able to immediately fill the Craft & Services position permanently in accord with the Craft & Services Collective Agreement.
11. During the six month project, candidates will work under all the terms of the Craft & Services Collective Agreement and will temporarily move to the rate of pay in the Craft and Services Attachment C which is the closest higher hourly rate to their current rate of pay.
12. In the event that an equity move is made, as per the Craft and Services collective agreement, the wage treatment will be in accord with paragraph 11 above, and the conditions of paragraph 2 above will also apply.

## **APPENDIX A**

### **Basic Qualifications for Associates Interested in Applying for C&S Jobs**

#### **COE:**

- Normal colour vision
- Aptitude for using small tools, e.g. power drill
- Be able to work outside from time to time, e.g. DMS1U, Access Node (900 cabinet)
- Be able to work aloft, e.g. ladders and cable racks
- From time to time be able to work within underground confined spaces, e.g. ECMs.
- Able to work with others (Note: frequently work in pairs for extended periods of time.)
- Able to interact with Expertech customers.
- Be able to work varied shifts from time to time.
- May be required to travel outside the headquarters.
- Basic computer skills
- Able to read and follow written/verbal instructions.
- Valid Driver's license

#### **Splicer:**

- Normal colour vision and normal range of hearing (able to listen for tone while using testing equipment)
- Have aptitude for using tools
- Be able to work outside in all seasons of the year.
- Be physically fit, e.g. need to lift tools and boxes weighing up to 50 lbs, ladder weighing up to 75 lbs, pull items, shovel snow, etc.
- Able to work aloft and in confined spaces and in widely varying working conditions.
- Able to work with others (Note: frequently work in pairs for extended periods of time.), sometimes in confined spaces
- Able to read and follow written/verbal instructions.
- Valid driver's license
- Basic computer skills.
- May be required to travel outside the headquarters

#### **Line Technician:**

- Adequate level of physical fitness, including upper body strength, e.g. may be required to dig holes with a shovel, move a lasher weighing 40 –50 lbs, etc.
- Able to always work outside in all seasons of the year in varying conditions.
- Valid drivers license plus able to qualify for and obtain a D driver's license with airbrake endorsement at a later date)
- Able to work aloft and able to learn to work on spurs.
- Able to read and follow written/verbal instructions.
- Able to work with others, (note: frequently work in pairs or on crews on jobs)
- May work in confined spaces.
- Aptitude for using tools
- Able to learn, understand and apply safety procedures.
- Normal colour vision and normal range of hearing (able to listen for external speakers)
- May be required to travel outside the headquarters

## **APPENDIX B**

### **Skills, and Abilities Demonstration Required at the end of Six Months:**

#### **COE:**

- Reads and understands technical documents and work plans.
- Able to secure equipment bays to the floor, mount equipment, install super-structure
- Able to run and secure cables in accord with approved practices
- Able to learn colour code and be able to connect wires, this includes, punch on, solder, wire wrap and BNC connectors.
- Able to complete in a satisfactory and safe manner certain basic jobs independently, e.g. wire out DSLAM to frame, to the DSX panel and to the power bays.
- Demonstrates comfort at working aloft on ladders and cable racks or underground
- Availability to work shifts and remain away from home overnight
- Demonstrates ability to set up the job safely, e.g. use of cones, signs, atmospheric tester, etc.
- Basic computer skills
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.

#### **Splicer:**

- Reads and understands technical documents and work plans.
- Learned basic splicing skill (joining telecommunications cable) and able to build and complete "c" work (dead cable) independently.
- Demonstrates ability to set up the job safely, e.g. use of cones, signs, safety belt, atmospheric tester, etc.
- Shows initiative e.g. ordering correct material for job, loading material onto truck, setting up job and has an understanding on sequencing the job.
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.
- Carries share of load in the team, e.g. able to carry ladder independently,
- Able to learn colour code and be able to connect wires, this includes, punch on, solder, wire wrap
- Demonstrates comfort at working aloft on ladders, spurs and cable racks or underground confined spaces
- Availability to work shifts and remain away from home overnight

**Line Technician:**

- Carries share of load in the team, e.g. able to carry ladder independently, move the lasher independently as required, etc.
- Performs work procedures safely.
- Reads and understands technical documents and work plans.
- Demonstrates ability to set up the job safely, e.g. use of cones, signs, safety belt, atmospheric tester, etc.
- Shows initiative e.g. ordering correct basic material for job, loading material onto truck, setting up job and has an understanding on sequencing the job.
- Demonstrates ability to produce accurate time reporting, billing sheets, quality reports etc.
- Demonstrates comfort at working aloft on ladders, spurs and cable racks or underground confined spaces
- Availability to work shifts and remain away from home overnight

Signed at Ottawa this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**For the Company**

Nathalie Beaudry

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**For the Union**

Alain Portelance

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**APPENDIX “P” – PENSION (FORMER NORTEL EMPLOYEES), AS AMENDED**

**PENSION (FORMER NORTEL EMPLOYEES)**

**MEMORANDUM OF AGREEMENT BETWEEN**

**EXPERTECH**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA**

**REPRESENTING CRAFT AND SERVICES**

**EMPLOYEES**

WHEREAS the Company acquired part of the business of Nortel on May 26, 2000;

AND WHEREAS former Nortel employees became employees of the Company;

AND WHEREAS the parties previously entered into a Memorandum of Agreement regarding the transition of former Nortel employees who became employees of the Company to the Pension Plan that applies to the majority of other Expertech unionized employees (the “Pension Plan”) and related issues;

AND WHEREAS fifty three (53) former Nortel employees remain employed within the Craft and Services bargaining unit at Expertech and the parties wish to update the Memorandum of Agreement to reflect Expertech’s current and future obligations to those remaining former Nortel employees;

THEREFORE the parties agree as follows:

1. The fifty three (53) former Nortel employees are subject to the Pension Plan that currently applies to the majority of other Expertech unionized employees, subject to the following.
2. The fifty three (53) former Nortel employees are grandfathered in relation to any “Retirement Allowance Plan” entitlement they may have had on May 26, 2000 under the terms and conditions of that Plan. This grandfathered entitlement is conditional on Nortel reimbursing the Company for this benefit and shall be capped at any entitlement the former Nortel employees had as of May 26, 2000.

Signed at Ottawa this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**For the Company**

**For the Union**

Nathalie Beaudry

Alain Portelance

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