

To all CEP Local 7 Members:

Re: Bargaining Tentative Agreement

As you know, a tentative revised collective agreement was reached with the Company recently through the Conciliation process which the bargaining committee is recommending be accepted by the membership. If accepted (“ratified”) by a majority of those employees within the Local 7 bargaining unit who vote, the current collective agreement will be modified as follows:

- 1) New agreement will expire December 19th, 2013;

- 2) Basic wages will be increased by 1% effective December 20, 2010,

By 1% effective December 20, 2011, and

By 2% effective December 20, 2012;

- 3) An additional 15 Regular Full time and 30 Regular part time positions will be created in the following areas of the company:

Wireless S & S	2 RFT	8 RPT
Tier 3	3 RFT	2 RPT
Tier 2 Wireless	2 RFT	7 RPT
Tier 2 Broadband	6 RFT	10 RPT
Consumer Service	1 RFT	1 RPT
Consumer Sales	1 RFT	2 RPT

The filling of these positions will commence within one month of ratification and will be filled by offering the opportunities to the RPT and CPT employees in the designated groups on the basis of seniority, acceptable performance and attendance. Any RPT positions created as a result of this initiative, will be backfilled in the same manner.

The Union is not prejudiced from filing a grievance at any time in the future concerning the proper classification of CPT and RPT members based on hours worked. The Company agrees to provide the Union with a list of CPT employees who worked in excess of 49 hours in a pay period (on a monthly basis).

- 4) Working at Home: the current collective agreement allows the Company to place employees in their homes to work, as long as notice is provided and an advance discussion is held with the Union. The Company has withdrawn its proposal to implement split shifts and to eliminate the 4 hour minimum shift. The Company agreed to add a provision to the Teleworking Policy and Guidelines that would allow the senior applicant to be awarded the work at home position in situations where the applicants have met all the selection criteria. (The title will also be changed to Remote Agents/Teleworking)

- 5) Language Differential: the French differential has been replaced by a Language differential. It will be \$1.25/hour (same as current rate) but has been expanded to include Tagalog, Spanish and Punjabi in addition to French. (The joint company/union Scheduling Committee will meet within one month of ratification to define the criteria and process and the differential will be implemented within one month after that.)

- 6) Employee Benefits: employee benefits will remain status quo in the collective agreement. However, the Company's overall contribution to the benefit plan for employees, which includes members from all three unions, has been increased to \$100,000 a year (previously it was \$75,000 per year) for each of the three years of the contract. Further, discussions continue to take place at the Joint Benefits Committee to increase the maximum for the dental benefit.

- 7) Vacation Scheduling guidelines: agreement was reached with the company in respect to vacation selection by employees on loan or in acting positions. Those who have return dates that extend beyond April 1st will select vacation in their acting location. The company will make the assumption that an employee is not returning to their home department but will endeavour to honour any vacation selections made by employees either in their acting or home location should the plan to change locations not take place. When vacation dates become available in July, August or over the Christmas period, the company will endeavour to distribute those dates to the senior employee who expresses an interest in switching vacation. CPT's will be advised of their full paid vacation entitlement when it is available in ESS (which will not be until around the end of May or beginning of June of each year.) CPT's wishing to relinquish vacation must do so two weeks prior to the release of the schedule for the applicable period.

- 8) Personal leave days: the only change to the current language is that when a general holiday falls on a Monday, one employee per management unit will be allowed to schedule a PLD on the following Tuesday.
- 9) Customer Care Shift Trades/Give Aways: CPT's and RPT's will be allowed to trade shifts even where the result would be that an RPT would end up working less than 50 hours in the biweekly period or a CPT would end up working in excess of the maximum biweekly hours.
- 10) Lead Hand/Charge Hand Pay Treatment: an employee promoted to Lead Hand or an employee assigned to a Charge Hand position for more than 3 weeks will be placed at the top of the grade 8 wage schedule. Also, leadhands will no longer be monitored;
- 11) Scheduling Committee: the Letter establishing the committee was renewed with the following priorities: implementing consistent start times in remaining management units by the end of 2011, consistent end times, shift bidding and preferential scheduling;
- 12) Posting of Parking Waiting List: effective the first month following the ratification of the collective agreement, the company agrees to post parking waiting lists at each applicable work location on a quarterly basis.
- 13) Job Posting: all applications and resumes to posted positions are to be submitted electronically or they will not normally be considered;
- 14) Operators Wage Treatment: where an operator moves into a clerical position and their hourly rate falls between two clerical wage grades, they will be placed in the higher wage grade at the wage rate that is equal to or in the next highest wage rate to their current wage.
- 15) Clerical Hours of Work: Art. 1.02.4 was modified to say that wherever possible, the Company will endeavour to schedule relief breaks close to the middle of an employee's shift. (the current cba refers to full time employees only). Changes were also made to balance the interests of full time and part time members when it comes to scheduling unpaid meal breaks. The revised collective agreement will contain language that states part time employees who work 7 hours or more shall receive an unpaid meal period not to exceed one hour. It will also state that all employees may request to opt out of a 30 minute unpaid meal period.

16) Contracting Out Letter of Understanding: The Letter has been changed to provide for 30 days notice in writing to the Union of any existing bargaining unit work newly contracted out or transferred outside of the Local 7 jurisdiction. The Notice is to include the type of work, the company to which the work is being contracted out and the duration of the contracting out.

17) Orientation for Operators: when space is available during the first week orientation component of the 6 week clerical training program, it will be offered to Operator Services employees on a voluntary basis, but on their own time and at their own expense;

18) Changes to the VRTIP: Terms and conditions: a new term will be added that states that any non-compete agreement shall not exceed the number of weeks of the incentive pay, with a maximum term of 52 weeks.

There will be four categories of incentive pay. Categories 1 and 2 both will have a maximum 30 week lump payment based on being at least 55 years of age and having worked for the company for at least 10 years or reaching the rule of 80. (This will replace the sliding scale in the current collective agreement which provides for a lump sum payment between 36 weeks and 52 weeks of pay.)

The Bridging allowance remains the same but the bridging allowance top up of 26 weeks pay has been eliminated. An employee with the rule of 80 who is less than 53 years of age can opt to take a 65 week lump sum payment in lieu of a 26 week payment plus the monthly bridging allowance.

All other RFT and RPT employees are entitled to a termination incentive of 2 weeks pay per year of completed net credited service up to a maximum of 65 weeks. As in the past, part time employees with a minimum 5 years of service may make application for the termination incentive.

CEP Local 7 Bargaining Committee:

Diane Shaver, Local 7 President

Patty Deschamps, Local 7 Vice-President

Shannon Feldman, Operator Services Representative

Lea Baturin, CEP National Representative