

# Health and Safety Terms of Reference Agreement

Between

Bell Technical Solutions

And



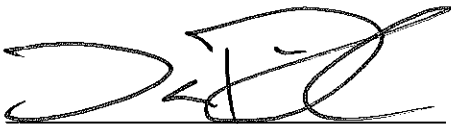
### Document Acceptance

This document constitutes an agreement between Bell Technical Solutions (BTS) and UNIFOR (The Union) with regards to the Health & Safety Terms of Reference as per Article 11.01 of the Collective Agreement of May 6th 2018 to May 6th 2022 and the Canada Labour Code Part II.

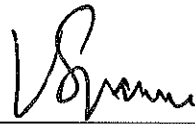
All parties to the present Collective Bargaining Agreement recognize the need to protect the health, and to ensure the safety of all employees covered by this agreement.

This agreement will be valid for a term of two (2) years; therefore, this agreement will expire on August 27<sup>th</sup>, 2021.

These rules and procedures are approved by:



Ian Dick  
Senior Manager, Health and Safety  
Bell Technical Solutions



Vinay Sharma  
National Representative, Health and Safety  
Unifor

January, 2019

*Health and Safety Policy*

Management of Bell Technical Solutions is vitally interested in the health and safety of its employees. Protection of employees from injury or occupational disease is a major continuing objective. Bell Technical Solutions will make every effort to provide a safe, healthy work environment. All employees and management must be dedicated to the continuing objective of reducing risk of injury.

Bell Technical Solutions, as employer, is ultimately responsible for worker health and safety. All levels of management must make Health and Safety a priority. As President, I give you my personal promise that every precaution will be taken for the protection of workers.

Operations Managers are responsible to ensure that all equipment and tools are safe and that employees work in compliance with established safe work practices and procedures. Employees must receive adequate training in their specific work tasks to protect their health and safety.

Every employee must protect his or her own health and safety by working in compliance with the law and with safe work practices established by the company.

The Joint Health and Safety Committee is responsible for planning, promoting and monitoring a safety program according to the requirements of the Canada Labour Code, Part II, as well as, Bell Technical Solutions procedures.

It is the best interest of all parties to consider health and safety in every activity. Commitment to health and safety must form an integral part of this organization at all levels.



Jean-Philippe Paradis  
President



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## 1. GENERAL

- 1.1 In a spirit of joint commitment and cooperation, all involved parties will respect and apply all directives outlined in the Canada Labour Code Part II when establishing Committees, their responsibilities, frequency of meetings as well as any other significant questions related to the establishment of efficient Health & Safety process and administration
- 1.2 Meetings will normally be conducted face to face, however, conference calls or video conferencing, where available, will also be acceptable methods for conducting meetings when mutually agreed upon by the Co-chairs
- 1.3 The Terms of Reference may be reviewed on periodic bases, as required. This agreement shall not exceed a period of two years as outlined in the Canada Labour Code Part II, and all parties will reconvene 3 months before the expiry date to review the terms of this agreement
- 1.4 Negotiations regarding the 'Terms of Reference' agreement shall be held in a separate time frame and apart from the Collective Agreement negotiations
- 1.5 All committee members and H&S representatives shall be released from their regular duties to carry out their obligations, provided that each employee member has arranged with their immediate supervisor for all time off the job required for the above purpose. Additionally, the company shall allow reasonable requests for additional time required to participate in conference calls related to the execution of their duties.
- 1.6 All the time devoted by employee members and H&S representatives to perform duties requested by their committee shall be considered as working hours and charged against code 'OSP'
- 1.7 Either Co-chair of each committee, has the right to invite a guest provided both parties:
  - are advised in advance
  - are in agreement
  - ensure guest is invited to provide useful information/assistance in Health & Safety matters;
- 1.8 Either Co-chair of the Policy Committee has the right to invite the following:
  - employee Co-chair can invite the Unifor National H&S Representative
  - employer Co-chair can invite the Director Human Resources / Health and Safety (or equivalent)
  - invited guests will be used as a resource person with the right to participate
- 1.9 Either Co-chair of the WHSC has the right to invite the following:
  - employee Co-chair can invite the Policy Employee Co-chair
  - employer Co-chair can invite the Policy Employer Co-chair
  - invited guests will be used as a resource person with the right to participate
- 1.10 The Company agrees to reimburse the following expenses to the PHSC and WHSC members when they are required to exercise their obligations as members of the said committee and as authorized by it:
  - mileage when applicable

- expenses while travelling in connection with meetings of said committees in accordance with the applicable provision of the Collective Agreement

1.11 When an employee or employer member of the committee is not available to fulfill their duties, they shall be replaced by an alternate employee or manager represented by that Health & Safety Committee. An employee or manager cannot be on more than one WHSC

1.12 Policy and Workplace Health and Safety Committee Co-chairs, shall be provided with a laptop computer, cell phone and encrypted USB storage drive for the purpose of Health and Safety. This equipment will not be assigned to 'de facto' members as listed in Article 5.1.3. WHSC Co-chairs will also have access to the BTS network and printers. The hardware is the property of the department where the Co-chair is employed.

1.13 All communication between the Union and company will be available in English.

## 2. DEFINITIONS

The following definitions have been prepared to help all parties better understand the intent and meaning behind these words and their use throughout this agreement. All parties agree that participation is the desired method to be used in Health & Safety activities at Bell Technical Solutions.

### 2.1 PARTICIPATION

Participation is defined as taking part or becoming actively involved in activities to improve health and safety in our organization.

- 1.13.1 *Informational Participation:* Employee members are provided with information regarding a health and safety issue.
- 1.13.2 *Consultative Participation:* Employee members are asked for comments or suggestions on various matters.
- 1.13.3 *Active Participation:* Employee members shall participate in related Health and Safety activities as outlined in the Canada Labour Code Part II.

The company and the Union agree that active participation is the desired method to be utilized in Health and Safety activities at Bell Technical Solutions.

### 2.2 WORKPLACE

The term 'workplace' defines any place where an employee is engaged in work for the employee's employer.

### 2.3 EMPLOYEE

The term 'employee' used in this agreement, shall define those persons covered under the Collective Agreement (Article 8.01) between Unifor and Bell Technical Solutions Inc. (for Ontario), members of management and all other BTS employees.

### 2.4 MEETING

The term 'meeting' defines a formally arranged gathering of employees consisting of a minimum of three (3) employees and not exceeding twenty-eight (28) convened by an operations manager and a Union Health and Safety Representative.

## 2.5 TEAM

Team is defined as per Article 8.07 of the Collective Agreement.

## 2.6 PHSC

The term 'Policy Health and Safety Committee' (PHSC) defines a Policy Health and Safety Committee as outlined in the Canada Labour Code Part II for employees located within the Province of Ontario.

## 2.7 WHSC

The term 'Workplace Health and Safety Committee' (WHSC) defines a Workplace Health and Safety Committee as outlined in the Canada Labour Code Part II for employees located within the Province of Ontario.

## 2.8 H&S Representative

The term 'Health & Safety Representative' defines a person who has been appointed by the Union and has been trained to perform the duties of a Health & Safety Representative. Upon appointment, the Union shall advise the employer in writing, the name of the person selected.

# 3. POLICY HEALTH AND SAFETY COMMITTEE

## 3.1 RESPONSIBILITIES

The Policy Health and Safety Committee (PHSC) will follow the duties / responsibilities as outlined within the Canada Labour Code Part II - Section 134.1.

The PHSC will:

- take part in developing policies and programs regarding the implementation and improvement of Health & Safety prevention initiatives
- be responsible for recommending solutions for Health & Safety issues that could not be resolved at the local level
- create work groups to manage specific projects upon agreement from Co-chairs
- review any unresolved WHSC issues or issues beyond the WHSC scope

## 3.2 STRUCTURE

3.2.1 The PHSC will consist of five (5) employer representatives and five (5) appointed employee Union Representatives as per the table below. Furthermore, the parties shall ensure to maintain equal representation from the employer and Union should the parties agree to add additional representatives during the life of this terms of reference. Union committee member positions shall be selected by the Article 5.06 representative and will be identified to the employer.

EMPLOYER	EMPLOYEE
Co-chair	Co-chair (Article 5.06 Representative)
Health & Safety Manager	Member
Health & Safety Manager	Member
Senior Manager (Central)	Member
Senior Manager (Provincial)	Member



- 3.2.2 The PHSC committee shall have two (2) chairpersons selected from among the committee members.
- the Company will choose the employer Co-chair
  - the Union will choose the employee Co-chair
  - The employee Co-chair will be the employee elected for the 5.06 representative as per the Collective Agreement.

### 3.3 MEETINGS

#### 3.3.1 Regular PHSC meetings:

- shall be held during regular hours, ten (10) times per year face to face
- other meetings may be scheduled if required
- employee committee members will be allowed four (4) hours of preparation time before each of the ten (10) meetings

#### 3.3.2 The length and location of the meetings:

- will be predetermined and mutually agreed to in advance by the Co-chairs in a manner to effectively conduct the Health and Safety business at hand
- shall not normally exceed an eight-hour day (regular worked day) unless mutually agreed by both Co-chairs

#### 3.3.3 The scheduling of meetings shall take into account the PHSC members' work schedule.

#### 3.3.4 The Co-chairs shall distribute the joint agenda to their members, five (5) calendar days prior to the meeting date.

- PHSC members wishing to have an item placed on the agenda shall inform the relevant Co-chairs in writing no later than ten (10) calendar days prior to the meeting date.
- consideration will be given to last minute topics and may be added to the agenda
- the parties agree that the discussion or dispositions, at the Policy Committee, of issues which are the subject of grievances, are without prejudice to the rights of the parties in the resolution of such grievances.

#### 3.3.5 The parties agree to consider and expeditiously dispose of issues brought to or raised at the PHSC

#### 3.3.6 Minutes will not be distributed before being approved by the PHSC Co-chairs

- the Co-chairs are responsible for coordinating all comments relative to the draft minutes and providing these to the secretary with their comments within fifteen (15) calendar days;
- the Co-chairs shall sign the document upon approval. Electronic signatures are acceptable;
- approved minutes shall be distributed to all members;
- the Company shall designate a secretary/administrative support at each meeting who will be responsible for taking the minutes.

### 3.4 ADMINISTRATION

Each member of the Policy Committee will be allowed four (4) hours per month to complete administration activities associated with this position, excluding travel time.

### 3.5 ACCESS TO INFORMATION

- 3.5.1 The PHSC will have full access to information, as outlined in the Canada Labour Code Part II, Section 134 (1)(5)(6).
- 3.5.2 It is understood by all parties that all accessed information will be considered as 'Restricted and Confidential' unless otherwise agreed to by the Employer PHSC Co-chair.
- 3.5.3 It is further understood that the employer shall provide direct and unfettered access to all information related to Job Hazard Assessments (JHA).

### 3.6 TRAINING

- 3.6.1 Training will be supplied by the Company, to committee members, as outlined in the Canada Labour Code Part II Section 125 (1) (z.01). The Company recognizes the importance of training and therefore may provide additional training to employees participating at the PHSC level.
- 3.6.2 Each Union member of the PHSC during the term of this agreement shall be permitted up to 5 days by the Company to participate in a Union facilitated Health & Safety training program(s) determined by the Union to further educate and or enhance their abilities to perform the required duties of the position. The member will participate in such training without deduction of the time so occupied in the computation of the time worked for the Company and without loss of wages. Additionally, the Company agrees to pay for all other associated cost related to the member's participation in these programs up to the maximum budgeted amount of \$10,000.00 in total for all PHSC Union members. Any training that exceeds the budget during the term of this agreement will be considered but will require approval from the Company prior to enrolment of the member.

## 4. WORKPLACE HEALTH AND SAFETY COMMITTEES

### 4.1 RESPONSIBILITIES

The Workplace Health and Safety Committee (WHSC) will follow the duties / responsibilities as outlined in the Canada Labour Code Part II – Section 135 (7). Individual WHSC's may establish their individual Terms of Reference providing it does not contravene anything in this Terms of Reference and has been reviewed and approved by the Policy Co-chairs.

In addition to the duties outlined in the Canada Labour Code Part II – Section 135 (7), WHSC's will:

- Submit monthly minutes to the PHSC co-chairs and ensure they are posted in the workplace within 5 business days after the meeting
- Conduct meetings as per the Workplace Committee Minutes
- Prepare LAB 1058 reports and submit to PHSC co-chairs by February 1 annually
- Communicate relevant information to Health & Safety representatives on a monthly basis

### 4.2 STRUCTURE

- 4.2.1 Each Committee will be comprised of an equal amount of employer and employee representatives.

4.2.2 A WHSC will be represented under a Senior Manager, Operations, in accordance with the table below.

The employee members of each WHSC shall be selected by the Union from among the employees within the respective Committee.

All employees as defined in Article 8.01 will be represented by a WHSC.

At date of signing, the WHSC structure is as follows:

WHSC	EMPLOYER	EMPLOYEE	WHSC BREAKDOWN AS FOLLOWS
#1	3	3	Windsor, Chatham, London, Kitchener, Brantford, Simcoe, Sarnia, Leamington
#2	3	3	Hamilton, St. Catharine's
#3	3	3	Brampton
#4	3	3	Markham, Bradford
#5	3	3	Royal Windsor
#6	3	3	Oshawa, Lindsay, Peterborough, Belleville, Kingston
#7	3	3	Ottawa, Ottawa Valley, Brockville, Hawkesbury, Nappanee, Smith Falls, Kemptville, Cornwall, Jackson
#8	4	4	Barrie, Orillia, Huntsville, Collingwood, Guelph, North Bay, Sault Ste. Marie, Sudbury, Bracebridge, Elliot Lake, Espanola, Fergus, Listowel, Midland, Orangeville, Owen Sound, Parry Sound, Seaforth, Stratford
#9	3	3	Birchmount
#10	3	3	Arrow
#11	3	3	Polson
#12	3	3	Horner
#13	2	2	Clerical

## 4.3 MEETINGS

### 4.3.1 Regular WHSC meetings:

- shall be held monthly during regular hours a minimum of ten (10) times per year;
- other meetings may be scheduled if required
- the Co-chairs will determine the location of the meeting, which will be held 'face-to-face' whenever possible
- employee committee members will be allowed two (2) hours preparation time before each meeting, such time will not include travel.

### 4.3.2 The length of the meetings:

- will be predetermined and mutually agreed to in advance by the Co-chairs in a manner to effectively conduct the Health and Safety business at hand
- shall not exceed an eight-hour day (regular worked day).

### 4.3.3 The scheduling of meetings shall take into account the WHSC members' work schedule.

- meetings must be pre-scheduled.
- all attempts must be made to avoid changing the meeting date.

- 4.3.4 The Co-chairs shall distribute the joint agenda to their members, five (5) calendar days prior to the meeting date.
- a WHSC member wishing to have an item placed on the agenda shall inform the relevant Co-chair in writing no later than ten (10) calendar days prior to the meeting date
  - consideration will be given to last minute topics and may be added to the agenda
  - The parties agree that the discussion or dispositions, at the Workplace Committee, of issues, which are the subject of grievances, are without prejudice to the rights of the parties in the resolution of such grievances.
- 4.3.5 The parties agree to consider and expeditiously dispose of issues brought to or raised at the WHSC
- 4.3.6 Minutes will not be distributed before being approved by the WHSC Co-chairs.
- the Co-chairs are responsible for coordinating all comments relative to the draft minutes and providing these to the secretary with their comments within ten (10) calendar days
  - the Co-chairpersons shall sign the document upon approval. Electronic signatures are acceptable
  - approved minutes shall be distributed to all members
  - shall mutually designate a secretary at each meeting who will be responsible for taking the minutes
  - reasonable time will be allotted for the secretary to complete their duties
  - each WHSC will maintain their meeting minutes using the standard WHSC Meeting Minute Template
- 4.3.7 Minutes of the meeting shall be posted in the related work centres, until next minutes are available.

#### 4.4 ADMINISTRATION

Each member of the Workplace Health & Safety Committee will be allowed two (2) hours per month to complete administration activities associated with this position. Administration activities do not include travel or duties outlined in the pertinent section of the Canadian Labour Code, including but not limited to CLC 135 (7).

#### 4.5 ACCESS TO INFORMATION

- 4.5.1 The WHSC will have full access to information, as outlined in the Canada Labour Code Part II, Section 135 (8)(9).
- 4.5.2 It is understood by all parties that all accessed information will be considered as 'Restricted and Confidential' unless otherwise agreed to by the Employer WHSC Co-chair.
- 4.5.3 It is further understood that the employer shall provide direct and unfettered access to all information related to Job Hazard Assessments (JHA).

#### 4.6 TRAINING

- 4.6.1 Training will be supplied by the Company, to committee members, as outlined in the Canada Labour Code Part II Section 125 (1) (z.01).

- 4.6.2 The company recognizes the importance of training and therefore shall provide additional training to employees participating as Health and Safety Representatives in order to perform their duties.
- 4.6.3 Each Union member Co-chair of the WHSC shall be permitted up to 1.5 days during the term of this agreement by the Company to participate in a Union facilitated Health & Safety training program(s) determined by the Union to further educate and or enhance their abilities to perform the required duties of the position. The member will participate in such training without deduction of the time so occupied in the computation of the time worked for the Company and without loss of wages. Additionally, the Company agrees to pay for all other associated cost related to the member's participation in these programs up to the maximum budgeted amount of \$5000.00 in total for all WHSC Union member Co-chairs. Any training that exceeds the budget during the term of this agreement will be considered but will require approval from the Company prior to enrolment of the member.
- 4.6.4 Managers who act on behalf of the employer and WHSC Co-chairs shall be adequately trained and informed of their responsibilities in safe work practices and procedures, including plans, policies and programs that the employer is required to develop pursuant to the code and of any regulations made pursuant to the code.
- 4.6.5 Training should include; duties of the employer, duties of employees, the 3 rights of employees and procedures required by the code i.e. proper steps to follow in cases of work refusal and the internal complaint resolution process. Additionally those requirements prescribed by the code include the obligation to report and investigate hazardous occurrences under Part XV of the COHSR's.

#### 4.7 REFERRAL PROCESS

Relevant health and safety issues that have implications that transcend workplace concerns or have not been resolved within three (3) months, shall be referred to the Policy Health and Safety Committee together with any notes dealing with that issue

### 5. HEALTH AND SAFETY REPRESENTATIVES

#### 5.1 RESPONSIBILITIES

- 5.1.1 The Health & Safety Representatives will follow the duties / responsibilities as outlined within the Canada Labour Code Part II - Section 135 (7).
- 5.1.2 H&S Representatives will concern themselves with all health & safety matters or concerns of the team for which they represent.

Their main responsibilities will be as follows, but are not limited or restricted to:

- Vehicle inspections
- Workplace inspections
- Motor vehicle and incident investigations
- Investigate health and safety concerns
- Hazardous location inspections
- Completion of the monthly Team Health and Safety Reports

- To actively participate with the manager in the planning and presentation of Health and Safety meetings and special Health and Safety programs.

5.1.3 The Health & Safety Representative will be a 'de facto' member of the WHSC however; the H&S Representative will not participate in the structure/meetings as established in Article 4.2 and 4.3 respectively. They will not be allocated the administration time as established in article 4.4.

## 5.2 STRUCTURE

5.2.1 Health and Safety Representatives will be selected for each team within each NPA.

5.2.2 The Health & Safety Representative will be selected by the employees or designated by the Union based on the teams within the NPA.

## 5.3 ADMINISTRATION

5.3.1 Health and Safety Representatives will be allowed two (2) hours of administration time per month, excluding travel time and the time required for the completion of the responsibilities outlined under 5.1.2.

## 5.4 ACCESS TO INFORMATION

5.4.1 The Health & Safety Representatives will have full access to information, as outlined in the Canada Labour Code Part II, Section 135 (8)(9).

5.4.2 It is understood by all parties that all accessed information will be considered as 'Restricted and Confidential' unless otherwise agreed to by the Employer WHSC Co-chair.

5.4.3 It is further understood that the employer shall provide direct and unfettered access to all information related to Job Hazard Assessments (JHA) within the company.

## 5.5 TRAINING

5.5.1 Training will be supplied by the company to committee members, as outlined in the Canada Labour Code Part II Section 125 (1) (z.01).

5.5.2 The company recognizes the importance of training and therefore must ensure additional training to employees participating as Health and Safety Representatives in order to perform their duties.

## 5.6 REFFERAL PROCESS

Relevant health and safety issues, which have implications that transcend the workplace team or have not been resolved within three (3) months, shall be referred to the Workplace Committee together with any notes dealing with that issue

## 5.7 HEALTH & SAFETY BLITZES

When both a Company Manager and Union Health & Safety Representative participate together during a "Health & Safety Blitz" to increase the Health and Safety awareness, the parties agree that no disciplinary measures will be taken on those specific "H&S Blitz" days, nor will the participating H&S Rep be asked to testify against the Union member in question should discipline be carried out in accordance with article 12 of the collective agreement.

## 6. WORKPLACE INSPECTIONS

AREA	PRIME	ACTIVITY TO BE CONDUCTED	FREQUENCY	COMMENTS
Work Centres and offices	Local Mgr and H&S Rep	Full inspection of the inside of the building occupied and any outside area associated with that specific location	12 times per year	Refer to Workplace Inspection Template
Storage lockers and offsite facilities	Local Mgr and H&S Rep	Full inspection of the inside of the building occupied and any outside area associated with that specific location	4 times per year	Refer to Locker Inspection Template
BTS Training Locations at Bell Central Offices	WHSC employer and employee member Local Trainer	Inspection of area being used only	1 time per year	Refer to Workplace Inspection Template
Vehicles and contents	1. Transervice 2. Mgr + H&S Rep 3. Driver	1. B+ inspection 2. Inspection of tools/ladders and vehicle contents. 3. Circle Check Inspection	1. 11000km or 172hrs 2. Two (2) times per year 3. Before each time vehicle is driven	Refer to Vehicle and Tool Inspection Template
Customer Premises	Technician	Inspect work location for any hazards. Report hazards to customer and manager. Follow PO14/R12 process for H&S issues that create a problem	During visit	
Bell Plant Equipment (e.g. Poles, Cable, Terminals, OPI, etc)	Technician	Inspection work location and identify hazards to manager and H&S rep. Follow PO14/R12 & 9911 process	During visit	

### Note:

Inspections can also be conducted by other employees who are not H&S Representatives providing the employee has been trained on the proper method to conduct those specific inspections and the Policy Co-chairs responsible for that location have been notified and mutually agreed upon

