Memorandum of Agreement ("MOA")
B E T W E E N:
Bell Canada

("Bell")

And
UNIFOR

("Unifor")
(Collectively, the "Parties")

WHEREAS Bell and Unifor are parties to a collective agreement covering Craft and Services employees which expires on November 30, 2028 ("Bell's Craft collective agreement");

WHEREAS Bell Mobility Inc. ("Bell Mobility") has decided to transfer the tasks identified in **Schedule A** of this MOA to Bell;

WHEREAS the Parties enter into this MOA to facilitate the transition of the tasks to be transferred to Bell and the hiring by Bell of certain individuals.

THEREFORE, the Parties agree as follows:

1. The preamble forms an integral part of this MOA.

2. The Parties agree that the tasks set forth in Appendix A will be transferred from Bell Mobility to Bell and will now fall within the jurisdiction of Bell's Craft collective agreement (the "Transferred Tasks") only when performed by employees of Bell in the bargaining unit covered by the Bell Craft collective agreement. The Transferred Tasks may be assigned to bargaining unit employees covered by Bell's Craft collective agreement.

3. Unifor acknowledges and agrees that Bell Mobility, its employees, contractors and agents may continue to perform, in whole or in part and to any extent, tasks that are overlapping with the Transferred Tasks, and that such performance: (a) does not constitute bargaining unit work under Bell's Craft collective agreement; (b) shall not be relied on by Unifor as evidence that Bell and Bell Mobility constitute a single employer, a related employer or a successor employer, or that any part of Bell's business has been transferred to Bell Mobility; and (c) shall not give rise to any grievance, complaint or application by Unifor unless a basis for such a grievance, complaint or application exists independent of this MOA.

4. Nothing in this MOA limits Bell Mobility's right to contract-out the work it retains even if some of that work includes tasks that overlap with the Transferred Tasks.

5. In connection with the Transferred Tasks, Bell will hire sixteen (16) Bell Mobility employees to regular full-time positions at Bell in the classification of Technician – Advanced (Wage Schedule B) under the Bell Craft collective agreement. Bell will have sole discretion to determine which employees will be offered these positions. Transferred employees will no longer be employed by Bell Mobility. Transferred employees will perform some, many or all of the Transferred Tasks in addition to any other work assigned that is normally performed by a Technician – Advanced (Wage Schedule B). For clarity, any existing employee in Bell in the occupation of Technician - Advanced (Wage Schedule B) may be assigned to perform some, many or all of the Transferred Tasks without a change in occupation/position or compensation. The Parties agree that this MOA does not prohibit Bell from contracting-out the Transferred Tasks without prior notification.

6. No new occupation or position will be created in Bell's Craft collective agreement as a result of or in any way connected to the Transferred Tasks. Similarly, the Parties agree that no compensation review will occur as a result of the Transferred Tasks. For the purpose of administering the Bell Craft collective agreement, the Transferred Tasks and the Bell Mobility technicians hired under this MOA shall fall within the Central Office (CO) family.

7. The Union signatories of this MOA will be provided with a final list of the 16 Bell Mobility employees who accept the aforementioned transfer offers. The Parties agree that the completion of a BC4986 form (i.e., notification to Craft steward/employee) will not be required under these circumstances.

8. Bell shall recognize the prior Net Credited Service of Bell Mobility employees who accept employment under this MOA solely for the non-competitive purposes that Bell and Unifor agree to in writing before implementation. Notwithstanding Article 10.01 of the Bell collective agreement, each of the aforementioned employees' seniority date for purposes of said agreement shall be the date the employee enters the Craft and Services bargaining unit, and that date shall be recorded on the applicable seniority list. Prior Bell Mobility service shall not affect the relative standing of existing Craft and Services employees for job postings, scheduling, vacation selection, overtime assignments, displacement, layoff, recall, wage upgrades, reclassifications, or any other decision for which seniority applies under the Bell Craft collective agreement. Recognition of prior Bell Mobility service shall not confer eligibility for grandfathered compensation or grandfathered protections under Article 11 (Force Adjustment).

9. Unifor shall not, directly or indirectly, bring, support or pursue any grievance or other proceeding in any forum, including before the Canada Industrial Relations Board under sections 18, 18.1, 35, 44, 45, 94 or 97 of the Canada Labour Code, that relies in whole or in part on this MOA, the transfer of the Transferred Tasks, Bell's hiring of Bell Mobility employees, the service recognized under paragraph 8, or the performance of tasks overlapping with the Transferred Tasks by Bell Mobility employees, contractors or agents. Nothing in this MOA shall limit the right of Unifor to file grievances arising from the performance of Transferred Tasks or other work in the normal course, independent of this MOA. This MOA may be filed with, and relied on before, any such forum.

10. The Parties may use meetings of the Joint Labour Relations Committee (JLRC) to attempt resolution of any matters related to this MOA.

11. This MOA will continue under any renewal or successor collective agreement unless Bell and Unifor agree otherwise in writing. Notwithstanding same, this MOA does not prohibit the parties from agreeing to change the terms and conditions of employment of the 16 technicians as a result of collective bargaining.

Pour Bell



Gabriel Coutu

Pour Unifor



Jean-Stéphane Mayer

Appendix A

Tasks to be assumed by Bell Canada Craft and Services employees

1. **Network Department** (District of David Joice)**:**

    - Monitors alarms, troubleshoots site connectivity, environmental alarms, customer premises equipment specifically for Bell Mobility and Radio customers
    - Dispatch BMR and Wireless trained technicians
    - Work with Test Centre and NOC teams to identify root causes
    - Note details of their work in a ticketing system
    - Communicate directly to wireless agencies or radio customers (phone and email notifications) about outages and making sure we can move ahead with planned changes. Works with change teams to communicate if it's all clear to move forward
    - Require security clearances outlined by each customer to access equipment
    - Create and update processes related to their work
    - Create and review Network Change Tickets to verify that required information is complete and compliant with embargo rules.
    - Assess customer impacts with changes and document impacts so they can allow for customer communications.
    - Receive external company change notifications and create change tickets to alert Bell teams
    - Identify changes that were not completed successfully or created an unexpected customer impact.

2. **Field Services Department** (Districts of Kristine Dobson, Scott Watson, Stephane Martel)**:**

    - Maintenance and repair of Mobility Cellular network infrastructure equipment. This would include any hardware (routers, power plant, SFP's, Baseband Units), and cabling (fiber, power) that reside in a Bell Mobility shelter. Appendix B is intended to further exemplify this work.

Appendix B

Worked maintained in Bell Mobility (and contracted out by Bell Mobility) versus area of work performed by Bell Canada Craft and Services Employees field services technicians.

Work above the dotted line will also be performed by Bell Canada technicians insofar as it only applies to remotely monitoring and troubleshooting network equipment.

