

## MEMORANDUM OF AGREEMENT

B E T W E E N :

**BELL TECHNICAL SOLUTIONS**

(“the BTS/Employer”)

– and –

**UNIFOR**

(“the Union”)

### LETTER OF AGREEMENT

#### Employees Working On Temporary L1 Technician Project

**WHEREAS** the parties have signed a collective agreement that is in effect from May 6, 2018 to May 7, 2022.

**WHEREAS** the current situation related to the Corona Virus provided an opportunity for BTS employees to have up to 400 of its employees performing technical L1 functions from their home location beginning March 2020 to June 2020. Since this time, the Company requested and the union agreed to two extensions up to September 26, 2020. The MOA signed between the Company and the Union on April 24, 2020 will expire on September 26, 2020. The Company has a further requirement to have up to 75 technicians on the L1 desk for up to 90 days.

**WHEREAS** the Employer proceeded to a posting (4383) for Temporary Assignment for L1 Project Technician in order to assist Bell Canada to maintain service levels for customer technical calls (technical L1 functions).

**WHEREAS** the Union wishes to clarify that the work Bell Technical Solutions employees in Ontario will be performing is not taken from the Bell Canada Craft Bargaining unit. The work performed by its members will be limited to the L1 function of the off-shore third party non-unionized contractors that cannot provide the service levels required due to COVID restrictions and workplace closures.

**WHEREAS** this agreement may not be referred to or used for any present or future litigation unrelated to the present situation.

**THE AFOREMENTIONED PARTIES AGREE AS FOLLOWS:**

Posting **4383** will be posted from September 11 to 16, 2020 at/or around 11:59: p.m.

The temporary L1 position created shall be considered as a temporary transfer in accordance with the terms of the Collective Agreement and shall not exceed 90 days, unless an extension is agreed to by the Company and Union in writing. Employees will be chosen by seniority from applications received by the Company on 11:59 pm on September 16, 2020. It is understood that all successful candidates to the temporary L1 position must meet the requirements of the position in order to be selected.

1. The Union and the Employer will meet to review the list of applicants temporarily transferred who will be trained and assigned to the L1 temporary position to ensure compliance to the terms of the agreement. Any errors or omissions identified by either party during the life of this agreement will be corrected in a timely fashion.
2. Each employee hired to the position will receive a Welcome Email from their new Manager assigned to the project. The L1 Manager will communicate with each newly hired technician outlining expectations and a list of additional managers who are assigned to this project for advice, guidance and a main-point of contact or resource for the L1 position. The employee will continue to remain in their existing common locality, and remain in their original cost centre. The new manager will be their primary point of contact for employees transferred to the L1 position.
3. Given this is a temporary position, and in consideration of the circumstances under which this position was created, the Company will substitute the standard ECF (Employee Change Form) and provide each Local Union a single list of employees hired into the L1 positions, identifying their permanent manager and L1 Manager, outlining the date of hire, end date of the transfers and employee status for their reference.
4. Regular Full-Time employees chosen for the L1 position may be scheduled on various shifts from 7:30 am until 9 pm, and on various days of the week including Sunday shifts. It is understood that employees that applied and were chosen for the L1 position with an RFT1 status may also be scheduled Sundays by the company if required. Scheduling for the shifts will be done based on seniority within the group of employees performing the L1 position provincially. All collective agreement rights and rules for scheduling, the assigning of overtime and or the volunteering for overtime, will remain unchanged and will apply unless stated to the contrary in this agreement.

Scheduled shift start times may include the following times:

- a. 7:30 am
- b. 8 am
- c. 9 am
- d. 10 am
- e. 1 pm

Regular Part-time Employees chosen for this position and or placed into this position due to an accommodation will continue to be subject to equitable distribution of hours in within their common locality in accordance with terms of the Collective Agreement.

5. Based on the needs and requirements of the temporary L1 position, an employee could be scheduled on a shift that is perceivably more or less advantageous than an employee with greater or lesser seniority not working on the L1 position.
6. Regardless of seniority, an employee with documented existing medical or other condition making them more vulnerable to the Corona Virus, or having a family member with a documented existing medical or other condition that makes them more vulnerable to the Corona Virus, may be trained on the L1 position. In addition, technicians on MWP for longer durations of time, may be trained on the L1-position. These cases will be given priority for the L1 position. Each case will be reviewed with the union and the employee could be trained without having applied to the posting (4383).
7. Understanding that the parties cannot predict at this time where and when the regular work operations will return, If there is any further requirement for additional employees on the L1 position after December 31, 2020 the Company will proceed as follows. Based on the needs of the business the Company will create a new posting or postings if multiple are required by common locality. The new posting(s) will be subject to the same terms of this agreement.
8. Employees required to be in self-isolation as a result of Company's protocols may be trained and assigned to the L1 position for the period of their self-isolation if they are able to work. Such assignment will not affect any current employee in the L1 position. In this instance the company will notify the union of each case. Once the employee is no longer in isolation they will return to their regular duties.
9. Employees that applied for the L1 position and that were selected for the position and completed training must provide the Company with a 14-day notice of their intent to return to the regular load. In the event that employees in the L1 position return to the load, they will be reintegrated into the work schedule of their common locality, in accordance with the Collective Agreement.
10. Should there be a requirement to reduce the number of L1 technicians to meet the load demand, the Company will first seek volunteers in the identified common locality or localities to end their transfers and return to the load where the need is identified. If there are no volunteers or the number of volunteers is insufficient, the Company will return employees back to the load as required in the identified common locality or localities by reverse order of seniority, thus ending the transfer of these employees. The Company will take into consideration accommodated employee requirements when contemplating these returns.
11. Vacation weeks and the associated portal processes will remain unchanged for employees selected for the L1 position. All other employee requests for time off

including TGP, HMP, will be made via the established company processes, however the granting of these requests will be made based on the Company's ability to do so within the group of employees performing the L1 position.

- 12. Any dispute that may arise regarding the application of this agreement will be discussed within the framework of a Labour Relations Committee. If the parties fail to reach an agreement, either of them may request the termination of this agreement with thirty (30) days written notice.
  
- 13. **IN WITNESS WHEREOF**, the parties, by themselves or by their duly authorized representative, have signed this agreement at the places and dates mentioned below.

The parties agree that these Minutes of Settlement may be executed in counterpart and that executed copies may be exchanged by email or facsimile transmission.

Agreed to this \_\_\_\_08\_\_\_\_ Day of \_\_\_\_October\_\_\_\_, 2020

**Bell Technical Solutions**



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Laura-Lee Hamilton

**For Unifor**



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Chris MacDonald