

MEMORANDUM OF AGREEMENT

B E T W E E N :

BELL TECHNICAL SOLUTIONS

(“the BTS/Employer”)

– and –

UNIFOR

(“the Union”)

LETTER OF AGREEMENT

Employees performing temporary help desk tasks (Technical Call L1 and L2)

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 has provided an opportunity for BTS employees to have up to 400 of its employees performing technical L1/L2 functions from their home location.

WHEREAS the Employer proceeded to a posting (4271) for Temporary Help Desk Technician in order to assist Bell Canada to maintain service levels for customer technical calls (technical L1/L2 functions).

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 **4271** will be posted from March 21 to April 3, 2020 at 5:00 p.m.

1. The temporary L1/L2 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 March 21st 2020 in order to fill the first two training class (March 23, 2020 and March 24th 2020). Any

additional employees chosen for the position will be selected by seniority from the remaining list of applicants to the posting (4271) until the desired number of technicians has been reached or April 24th, 2020 whichever comes first. It is understood that all successful candidates to the temporary L1/L2 position must meet the requirements of the position in order to be selected.

2. The Union and the Employer will meet to review the list of applicants temporarily transferred who will be trained and assigned to the L1/L2 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.
3. Each employee hired to the position will receive a Welcome Email from their new Manager assigned to the project. The L1/L2 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/L2 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/L2 position.
4. 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/L2 positions, identifying their permanent manager and L1/L2 Manager, outlining the date of hire, end date of the transfers and employee status for their reference.
5. Regular Full-Time employees chosen for the L1/L2 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/L2 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/L2 position provincially. All collective agreement rights and rules for scheduling 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

6. Employees performing the regular Help Desk position (as opposed to L1/L2 position) will be scheduled by seniority according to the needs and requirements of the Help Desk position, in accordance with the Collective Agreement.
7. Employees hired for this temporary position may work overtime, when required, on the L1/L2 position, in accordance with the Collective Agreement. Overtime for employees performing the regular Help Desk position will be offered to the group based on business needs and work requirements, in accordance with the Collective Agreement.
8. Based on the needs and requirements of the temporary L1/L2 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/L2 position.
9. Regardless of seniority, an employee with an existing medical or other condition making them more vulnerable to the Corona Virus, or having a family member with an existing medical or other condition that makes them more vulnerable to the Corona Virus, may be trained on the L1/L2 position. These cases will be given priority for the L1/L2 position. Each case will be reviewed with the union and the employee could be trained without having applied to the posting (4271).
10. 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/L2 position after April 24th, 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.
11. Employees required to be in self-isolation as a result of Company's protocols may be trained and assigned to the L1/L2 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/L2 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.
12. Employees that applied for the L1/L2 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/L2 position return to the load, they will be reintegrated into the work schedule of their common locality, in accordance with the Collective Agreement.
13. Should there be a requirement to reduce the number of L1/L2 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

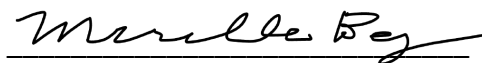
localities by reversed order of seniority, thus ending the transfer of these employees. The Company will take into consideration accommodated employee requirements when contemplating these returns.

14. Vacation weeks and the associated portal processes will remain unchanged for employees selected for the L1/L2 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/L2 position.
15. 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.
16. **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 24th Day of April, 2020

Bell Technical Solutions



Mireille Bergeron

For Unifor



Tyson Siddall