

MEMORANDUM OF AGREEMENT

BETWEEN:

Bell Aliant, a division of Bell Canada ("Company")

-and-

Unifor ACL (the "Council")

BACKGROUND.

- A. Bell Aliant is experiencing a non-forecasted increase in orders for consumer services in Nova Scotia. Bell Aliant is unable to meet the demand with current resources and work arrangements.
- B. The demand is anticipated to last for a short period of time.
- C. BTS has the resources and equipment necessary to meet Bell Aliant's increased demand and is able to loan employees to Bell Aliant.
- D. The parties wish to collaborate to address this short term need for labour resources in Atlantic Canada.

THEREFORE the parties agree as follows:

1. EMPLOYEE LOAN

BTS agrees to loan employees from its unionized workforce to provide short-term service relating to the installation and repair of consumer products and services in Nova Scotia (the "Project").

The terms of this MOA will be disclosed to Unifor local union leadership in Quebec (Unifor Local 93 & Unifor Local 98) who represent the loaned BTS employees and will be party to the terms for selection of candidates to be loaned to Bell Aliant for the Project.

As this is a first undertaking of this nature by the parties, it is agreed that these terms shall apply on a one-time pilot basis and parties agree to meet within thirty (30) days following the completion of this Project. Following such a review, either party may choose to opt out of this temporary agreement or parties may choose to negotiate terms for extension.

2. STATUS OF EMPLOYEES

The parties agree that the loaned employees will have the following status during the term of the Project:

- a. The loaned employees will report to Bell Aliant managers. However, travel, logistics issues and general support will be provided by BTS managers who will closely work with the Bell Aliant managers.
- b. It is agreed that the candidates shall remain attached to their original BTS bargaining unit and their BTS collective agreement shall therefore apply for the duration of the assignment.
- c. Payroll and benefits administration will continue to be administered by BTS.
- d. The loaned employees will continue to pay union dues to their own Unifor BTS local.
- e. Any grievances that may arise during the term of the Project will be addressed by the responsible BTS local.
- f. In the event of a work accident, a notice shall be issued to the health and safety adviser, the Bell Aliant safety co-chair representatives in the province where the accident occurred and the health and safety representative in the employee's province of origin shall be notified. A representative of the Bell Aliant safety group and the health and safety representative of the employee's province of origin shall participate in the investigation. In the event of a serious work accident, a representative of the Bell Aliant safety group and the health and safety representative in the employee's province of origin shall participate in the investigation. In the event of an accident in the course of work, the employee shall continue to be covered by the laws and regulations applicable in the province of his locality of origin.

3. TERM

The Project will begin on February 29, 2016 and end no later than April 29, 2016. At the completion of the Project, the loaned employees will return to their normal duties with BTS.

4. OVERTIME AND EMPLOYEE HOURS

The parties agree that Bell Aliant Atlantic full time CST and Pool CST employees will not be negatively impacted by this Project, such that all full time CST and Pool CST employees will continue to have full-time hours and have priority for overtime during the term of the Project.

5. NUMBER, LOCATION AND CLASSIFICATION

The Company and the Council agree as follows:

- a. No more than 50 BTS technicians will be used for the Project.
- b. The Company will provide the Council with a list of the BTS employees assigned under the terms of this agreement including their name, Unifor union local, and their work location reporting centre.
- c. The BTS technicians will be deployed in Nova Scotia. If the workload requires the movement of the loaned employees to other provinces, the Company and Council must mutually agree to the redeployment.
- d. The BTS technicians will only do consumer work performed by the Bell Aliant CST classification.

6. RECIPROCAL ARRANGEMENT

The Company and the Council agree that, from time to time, increased business demand may result in the need for Atlantic Canadian resources to be used in other Bell territories. The parties agree to provide reciprocal loan opportunities for Bell Aliant resources to be used on similar projects outside of Atlantic Canada when increases in non-forecasted demands are experienced.

Signed in Verdun this 26th day of February, 2016.

Signed in Halifax this 26th day of February, 2016.



Reno Vaillancourt
BCE



David Gates
Unifor Council