

**TRIPARTITE AGREEMENT AND STIPULATION FOR ANOTHER  
WORK AGREEMENT**

**BETWEEN**

**BELL CANADA**

**AND**

**Bell Technical Solutions (BTS)**

**AND**

**Communications, Energy and Paperworkers Union of Canada (CEP)**

**(hereby representing the bargaining units of Bell Technical Solutions Craft Employees (Québec), Bell Technical Solutions Craft Employees (Ontario) and Bell Canada Craft and Services Employees)**

**WHEREAS** this Agreement is further to the renewal of the collective agreements (Québec and Ontario) of Bell Technical Solutions Craft Employees signed on May 13<sup>th</sup> (Québec) and June 2<sup>nd</sup> (Ontario);

**WHEREAS** the parties wish to agree on certain principles relating to work performed by Bell Technical Solutions on behalf of Bell Canada;

**WHEREAS**, for the duration of this Agreement, Bell Canada has no intention to use contractors in regards to the work performed by Bell Technical Solutions in accordance to this Agreement, except for what is provided below;

**WHEREAS**, for the duration of this Agreement, Bell Technical Solutions has no intention to use contractors, except for what is provided below;

**WHEREAS** Bell Canada undertakes to give to its own employees who are members of the Craft and Services Employees Bargaining unit and/or to employees who are members of the BTS Craft Employees bargaining units, all the work referred to in paragraph 2 of this Agreement, except for what is provided below;

**WHEREAS** the parties acknowledge the importance and necessity for Bell Canada and BTS to establish and maintain high levels of productivity and quality;

**WHEREAS** CEP reiterates its undertakings made and spelled out in the memorandum of agreement entitled "Memorandum of Agreement - Single Employer" signed by Bell

Canada and the CEP on April 5, 2005 (hereinafter "Memorandum of Agreement of April 5, 2005"), copy of which is attached hereto as Appendix A

**WHEREAS** any violation, by CEP, of a provision of the Memorandum of Agreement of April 5, 2005 shall result in the immediate and complete cancellation of this Agreement without further notice or delay;

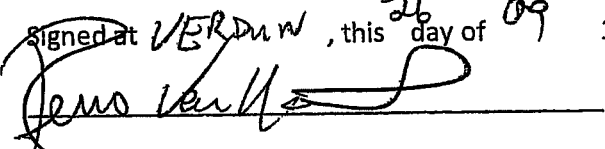
**WHEREAS** BTS Craft employees and BTS Craft bargaining units are entirely separate from the Bell Canada Craft and Services employees and the Bell Canada Craft and Services bargaining unit, whereas any activities pursued and work performed by BTS are not considered to be the work of the Bell Canada Craft and Services bargaining unit, and whereas, following a thirty (30 ) day notice to BTS and CEP, Bell Canada reserves the right to cancel this Agreement in the event that anyone takes any position that is inconsistent with the situation described in this paragraph or that any modification to this situation is ordered;

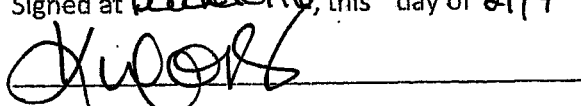
**IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:**

1. The Preamble is an integral part of this Agreement.
2. Bell Canada undertakes to give to its own employees who are members of the Craft and Services Employees bargaining unit, and/or to employees who are members of the BTS Craft Employees bargaining units, all the work defined in the Memorandum of Agreement – Jurisdiction of Work, copy of which is attached hereto as Appendix B. More specifically, it is understood and agreed that the work performed by BTS on April 30, 2005 will continue to be performed by BTS.
3. Bell Canada undertakes to:
  - a. give to employees who are members of the BTS Craft Employees, Quebec bargaining unit, all installation and repair work for Bell's residential customers directly linked to FTTH (fiber to the home) and IPTV (internet protocol TV);
  - b. give to employees who are members of the BTS Craft Employees, Ontario bargaining unit:
    - i. all installation work for Bell's residential customers directly linked to FTTH (fiber to the home) and IPTV (internet protocol TV);
    - ii. repair work for Bell's residential customers directly linked to FTTH ( fiber to the home) and IPTV(internet protocol TV), up to 40% of the total yearly repair load available;
4. BTS undertakes not to use contractors.

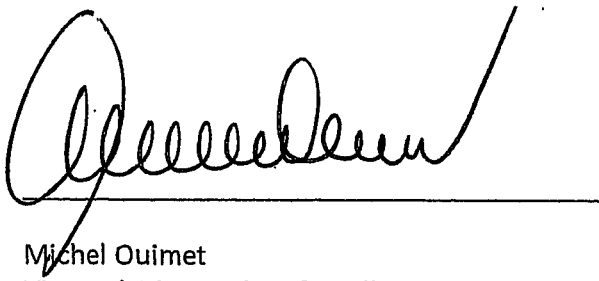
5. Notwithstanding paragraphs 2, 3 and 4 of this Agreement, and in relation with the work described in paragraphs 2 and 3:
  - a. Bell Canada or BTS can use contractors to perform specific contracts of less than ninety (90) days when BTS is unable to perform the work (ex.: if BTS doesn't have the tools to do the work, BTS' employees do not have the competencies to do the work, if outside the geographical territory usually covered by BTS or Bell Canada, etc.).
  - b. Bell Canada or BTS can also use contractors for a limited time when BTS Craft Employees are unable to perform the available workload and meet customer demand.
  - c. By mutual consent of the parties, Bell Canada can also use contractors in other circumstances.
6. At all times, Bell Canada reserves the right to give to its own employees who are members of the Craft and Services Employees Bargaining unit, the work (or any part thereof) described at paragraph 3.
7. It is understood that if Bell Canada engages in the installation of new products for its residential customers based on new technologies, due consideration will be given to employees who are members of the BTS Craft Employees bargaining units for installation and repair work done on the premises of Bell's residential customers. A meeting will be held between CEP Telco Vice-presidents, Bell Canada and BTS representatives in the event Bell Canada engages in such installation work. The parties are committed to work together to try to agree on appropriate conditions for this work to be assigned to BTS Craft employees bargaining units.
8. Bell Canada and BTS undertake not to close any BTS service territory to give the work in that service territory to a contractor.
9. This Agreement is made for the benefit of CEP and its members included in the BTS Craft Employees bargaining units for the duration of this Agreement, except as otherwise specified below.
10. This Agreement is not part of the collective agreements between CEP and BTS, nor is it part of the collective agreement between CEP and Bell Canada. CEP agrees that it will not use this Agreement in any bargaining with Bell Canada.

11. This Agreement will expire and become null and void three (3) months after the expiry date of the collective agreements between CEP and BTS signed on May 13<sup>th</sup> (Québec) and June 2<sup>nd</sup> (Ontario), unless the parties agree in writing to its renewal.
12. Notwithstanding paragraph 11 above, all the obligations of Bell Canada set out in this Agreement shall cease to apply and shall become null and void six (6) months prior to the expiry date of the collective agreements between CEP and BTS signed on May 13<sup>th</sup> (Québec) and June 2<sup>nd</sup> (Ontario), unless the parties agree in writing to its renewal.
13. This Agreement cancels and supersedes any previous agreement entitled Tripartite Agreement and stipulation for another or Entente Tripartite et stipulation pour autrui, notably the one concluded in September/October 2009 between CEP, BTS and Bell Canada.
14. Any dispute pertaining to the interpretation or application of this Agreement shall be submitted to the Superior Court of Québec or the Superior Court of Justice of Ontario.


Signed at VERDUN, this 26 day of 09 2011  
  
Reno Vaillancourt  
Vice-President -- Labour Relations  
Bell Canada

Signed at Bellechville, this day of 21/7 2011  
  
Karine Moses  
President - Bell Technical Solutions

Signed at MTL, this day of 14/7 2011



Michel Ouimet  
Vice-président exécutif, Québec  
Syndicat Canadien des Communications et de l'énergie

Signed at *Mississauga* this day of *07/25* 2011  


Barb Dolan  
Administrative Vice-President, Ontario  
Communications, Energy and Paperworkers Union of Canada

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APP A

Rvr 08 05 07:37a Michel Guimet  
DEC-05-01 03:32 From:

7-938 P.02/05 Job-174

**MEMORANDUM OF AGREEMENT  
SINGLE EMPLOYER**

Whereas Entourage Technology Solutions Inc. is and has always been an entity under provincial jurisdiction since its creation, as confirmed by the February 20, 2004 decision of the Commission des relations du travail du Québec (Commissioner Alain Turcotte);

Whereas Subco is also governed by provincial legislation for purposes of labour relations;

Whereas the work performed by Entourage Technology Solutions on behalf of Bell Canada at the time of Subco's creation will henceforth be performed by Subco, under similar conditions and in compliance with the terms and conditions set out in the Memorandum of Agreement - Entourage Technology Solutions (ETS) included in Bell Canada's current collective agreement.

Now therefore, the parties hereby agree as follows:

1. In the context of this Memorandum of Agreement, CEP acknowledges that Subco's operations and activities are independent from those of Bell Canada and that the technicians represented by CEP in the Subco bargaining unit are completely separate from the Bell Canada technicians and outside their bargaining unit.
2. Should Subco activities ever become such that they are declared under federal jurisdiction, CEP acknowledges that Subco and Bell Canada do not constitute a single employer and undertake to neither submit nor support any request to the Canada Industrial Relations Board to this effect.

Signed in [city], this 5th day of April 2005

Kristine Watson  
Kristine Watson  
Senior Director - Industrial Relations  
Bell Canada

April 5th 2005

Apr 08 05 07:37a Michel Guimet

DEC-08-01 03:02 From:

700-072-3000 T-032 P.02/04 Job-174

Apr 08 05 07:37a Michel Guimet

DEC-08-01 03:03 From:

700-072-3000 T-032 P.02/04 Job-174

Signed in [city], this 5<sup>th</sup> day of *April* 2005



John Edwards  
Vice President - Ontario Region  
Communications, Energy and Paperworkers Union of Canada

Signed in [city], this 5<sup>th</sup> day of *April* 2005



Michel Guimet  
Vice-President - Quebec Region  
Communications, Energy and Paperworkers' Union of Canada

April 5th 2005

21/8

21/8 FROM

000116991 10-418991000

5 13 35 FROM INDUSTRIAL RELATIONS



**AGREEMENT BETWEEN:**

The Communication Energy and Paperworkers Union of Canada  
5915 Airport Road, Suite 510  
Mississauga, Ontario  
L4V 1T1

**AND**

Bell Technical Solutions Inc.  
75 rue J-A-Bombardier,  
Suite 200  
Boucherville, Québec  
J4B 8P1

**AGREEMENT ON JURISDICTION OF WORK**

It is understood that the work performed by Entourage Technology Solutions on behalf of Bell Canada at the time of Entourage (Subco)'s creation will henceforth be performed by Bell Technical Solutions, under similar conditions and in compliance with the terms and conditions set out in the Memorandum of Agreement – Entourage Technology Solutions (ETS) included in Bell Canada's current Collective Agreement.

This Agreement is signed, this \_\_\_\_\_ day of \_\_\_\_\_,

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**Alain Larocque**  
Director Human Resources  
& Communications  
BELL TECHNICAL SOLUTIONS INC.

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**Sean Howes**  
National Representative  
COMMUNICATIONS ENERGY AND  
PAPERWORKERS UNION OF CANADA

10-10-10

