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**WORKFORCE MOBILITY – MEMBER COMPANIES OF THE BELL FAMILY**

**MEMORANDUM OF AGREEMENT BETWEEN**

**BELL CANADA**

**AND**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA**

**REPRESENTING CRAFT AND SERVICES EMPLOYEES**

This is to confirm the following:

- 1) In the event that, after application of subsection 24.02 (b) (iv) of the collective agreement, the Company is still endeavouring to fill a vacant position, initiatives will be taken to attempt to fill the position with a qualified employee represented by CEP from a member company of the Bell family located in Quebec or in Ontario before initiating external initiatives. In the event that two applicants have equivalent qualifications, the employee with the earlier credited service date shall be chosen.

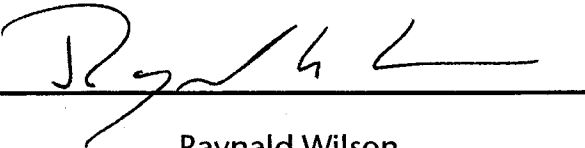
***Effective January 1<sup>st</sup>, 2008***

- 1) *In the event that, after application of subsection 24.03 (d) of the collective agreement, the Company is still endeavouring to fill a vacant position, initiatives will be taken to attempt to fill the position with a qualified employee represented by CEP from a member company of the Bell family located in Quebec or in Ontario before initiating external initiatives. In the event that two applicants have equivalent qualifications, the employee with the earlier credited service date shall be chosen.*
- 2) A transfer under this agreement is classified as an exception to the application of subsection 22.14 (i) of the collective agreement.
- 3) It is understood that no Bell retiree shall be eligible for transfer under the terms of this agreement.
- 4) Any transfer to Bell of an employee from a member company of the Bell family under the terms of this agreement shall be conducted in compliance with the usual rules governing inter-company transfers applicable between Bell and the company involved, especially but not limited to matters pertaining to the pension plan, benefits plans and recognition of service. It is understood that these rules may change from time to time at the Employer's discretion.

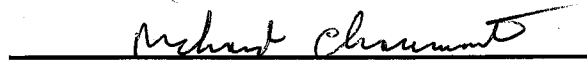
- 5) A Governing Committee consisting of four (4) Company representatives and four (4) Union representatives, including two from Ontario and two from Québec, shall be formed once the collective agreement has been signed.
  - a) The Committee's mandate will be to meet as needed to review any issues arising from the application of this memorandum of agreement and to recommend solutions acceptable to both parties, where applicable.
  - b) Problems relating to the application of this memorandum of agreement within a given province shall be reviewed by a sub-committee consisting of the parties' respective representatives from the province in question. For any problem of a general nature, the entire Governing Committee shall meet.
  - c) The Governing Committee shall be responsible for establishing its rules of operation and schedule of meetings. The use of video- or audio-conferencing shall be the preference for these meetings.
- 6) CEP acknowledges that this memorandum of agreement and its application do not and may not constitute evidence of any link between Bell and member companies of the Bell family as part of any proceeding whatsoever before the Canada Industrial Relations Board. The CEP covenants not to use this memorandum of agreement and its application in the course of any proceeding whatsoever to the Canada Industrial Relations Board.
- 7) This memorandum of agreement is not an integral part of the Collective Agreement, is not arbitrable, and may not be used as a precedent in any other file involving the parties hereto.

Signed at Ottawa this 5<sup>th</sup> day of June 2008.

FOR THE  
COMPANY

  
Raynald Wilson

FOR THE  
UNION

  
Richard Chaumont