

2019 RETIREMENT INCENTIVE OFFER
MEMORANDUM OF AGREEMENT BETWEEN
BELL CANADA
AND
UNIFOR
REPRESENTING CRAFT AND SERVICES EMPLOYEES

WHEREAS The Company notified the Union on April 5, 2019 of its intention to declare 82 technicians surplus (63 in Field Services and 19 in Network) in selected areas;

WHEREAS The Company and the Union met on April 15 and 16, 2019, in accordance with the MOA Workforce Adjustment, to discuss alternatives;

WHEREAS The Company and the Union were unable to reach an agreement on alternatives to Workforce Adjustment;

WHEREAS The Company informed the Union on April 16, 2019 of its intention to declare 76 technicians surplus (59 in Field Services and 17 in Network);

AND WHEREAS The Company met impacted employees on April 18, 2019 to provide them with a 10 day notice of termination;

NOW THEREFORE, the parties have reached an agreement to avoid surplus as follows:

1. The preamble is an integral part of this agreement.
2. The Company will present a Retirement Incentive Offer (RIO) to Craft and Services employees who are eligible for retirement on or before May 31, 2019.
 - a) The Company will present a RIO to the 150 most senior employees eligible to retire and will accept a maximum of 76 requests from the employees with the most seniority;
 - b) Simultaneously, the Company will also present a RIO to retirement eligible employees of specific roles in the areas where the Company initially declared surplus. A maximum of 76 RIO will be accepted by the Company in these targeted areas.
3. To qualify for a RIO, an employee must be eligible for retirement and be at least 55 years old with 85 points (sum of age and years of service) on or before May 31, 2019.
4. The RIO for an employee eligible for retirement is equivalent to a lump sum payment of 12 months' base salary, less statutory deductions, and payable within 30 days of retirement.

5. The Company will share with the Union the list of the 150 most senior employees who will be offered the RIO. The Company will also share with the Union the list of areas where targeted RIO's will be offered, as well as the name of employees eligible to retire in these areas.
6. All RIO's will be sent at the same time to eligible employees. Eligible employees will have from May 7, 2019 until May 17, 2019 to submit their completed RIO form. An employee who fails to respond on or before May 17, 2019, 4h00 p.m., shall be deemed to have rejected the RIO.
7. On May 17, 2019, once the Company has received the requests from employees to take a RIO, the Company will review the number of applicants of the employees wanting a RIO under paragraph 2a) above and reduce the number of targeted RIO's, if any, required in the targeted areas.
8. The Company will have until May 24, 2019 to inform the employee if they have been granted the RIO. Selected employees will retire from the Company on May 31, 2019 or at a further date decided by the Company, based on business needs.
9. The Company and the Union will then convene a JLRC to review and discuss options in any areas where surplus remains after the process has been completed.

Recall of Surplus Employees

10. On April 30, the Company will contact the 76 technicians that were declared surplus to inform them that they are recalled to work starting May 6, 2019, as long as the Company and the Union agreed on the overall process. Recall to work will be delayed until final agreement has been reached. Employees will not be paid after May 3, 2019.
11. Employees will be returning to work under the same conditions as when they were laid off on April 18, 2019. If they were on part-time hours, they will return on part-time hours; if they were on full-time hours, they will return on full time hours. All employees will remain under the same classification, except six (6) employees who will be reclassified to Regular Part-time;
12. Once all the employees who have opted for the RIO have been identified and dates of departure have been decided by the Company, all employees returning to work will return to full-time hours, by June 3, 2019. The Company will inform the Union in advance should the employees see their hours of work reduced again.
13. Should an employee refuse to return to work, he will be deemed to have accepted a Voluntary Separation Package and will receive the termination lump sum as per paragraph 18 of the Memorandum of Agreement – Force Adjustment of the Craft and Services' Collective Agreement. The Company will reduce the number of employees who refuse to return to work from the number of targeted RIO's.

General

14. 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.
15. Any disagreement under the terms of this Memorandum of Agreement may be brought to the Joint Labour Relations Committee for discussion.

Signed at Montreal this 30th day of April 2019.

FOR THE COMPANY

FOR THE UNION



Serge Thibault



Maureen Dawson
