

**Memorandum of Agreement**

**Between**

**Bell Canada**

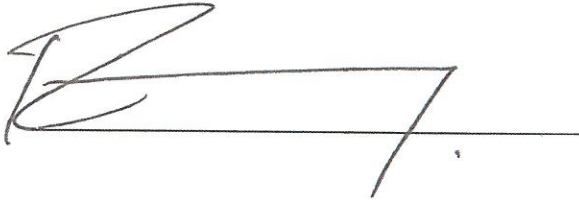
**-and-**

**TEAM Union Inc. (TEAM-IFPTE Local 161)**

The parties agree to unanimously recommend to their respective principles the ratification of those provisions appended which will be incorporated into the revised Collective Agreement. TEAM agrees to complete the ratification process and advise the Company of the result no later than November 2, 2022.

It is understood that this Memorandum of Agreement represents resolution of all agreed to bargaining issues and is subject to ratification. The agreed to changes outlined in the Memorandum of Agreement shall be the only revisions to the current collective agreement.

**For Bell Canada**




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**For TEAM-IFPTE Local 161**



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*Julian Theobald*

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*C. Sanderson*


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*M. Taylor*

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*Charlie Hendren*

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Signed this 13<sup>th</sup> day of October, 2022

**Errors and Omissions Excepted**

Bell MTS – TEAM Negotiations

Article 2 – Duration of Agreement

Three (3) year Collective Agreement

2.01

Revise as follows:

Except for the payment of wages and overtime, which shall be paid as set out in the Wage Schedules hereto annexed, this Agreement shall become effective on the first day of the bi-weekly pay period immediately following the date it is executed and shall continue in full force and in effect up to and including February 19, 2025.

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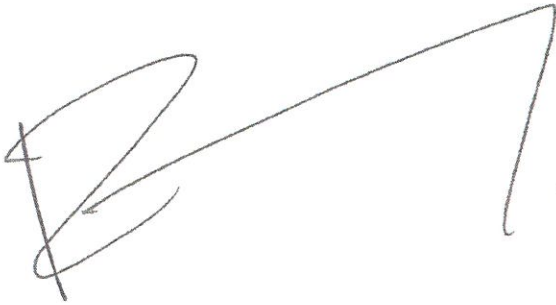
Bell MTS – TEAM Negotiations

Article 5 – Grievances

Revise Article 5.11 as follows:

Grievance meetings held in relation to Step 1 and Step 2 of this procedure will be held in the location where the grievance originated. Step 3 meetings will normally be held in Winnipeg, unless circumstances concerning the cause of the grievance necessitate this meeting to be held in a regional location.

Upon agreement between the parties, grievance meetings may be held virtually at any step of the grievance process.

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Bell MTS – TEAM Negotiations

Article 6 - Arbitration

Revise Article 6.08 as follows:

Where the grievor has been terminated or laid off, or has received a suspension without pay for more than thirty (30) days, the Union may use the following process:

- a) Within seven (7) working days of notice being provided under Article 6.02, one of the following Arbitrators will be appointed by the parties: Diane Jones, Colin Robinson, Michael Werier, Jeff Palamar, Keith Labossiere.

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Bell MTS – TEAM Negotiations

Article 8 – Postings, Promotions, Lateral Transfers and Demotions

Revise Article 8.03 as follows:

An employee requesting to be considered for a lateral transfer or transfer to a lower rated position shall submit his/her ~~their~~ request electronically via a ~~Lateral and Acting Rotation Requisition Request Form~~ on the Company's intranet site and shall attach a current resume. A copy of the request will be sent ~~available~~ to Human Resources ~~and a~~ immediate Manager and TEAM. ~~All requests will be acknowledged in writing.~~ ~~confirmation of receipt will be provided to the applicant. A list of applicants shall be provided to the Union on a monthly basis.~~ All requests shall remain on file for a period of twelve (12) months unless renewed by the applicable employees prior to the expiry of a twelve (12) month time frame. ~~Each calendar year, employees will be required to renew their Lateral and Acting Rotation Requisition in order to be considered for lateral transfers in that calendar year.~~

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Bell MTS – TEAM Negotiations

Article 9 – Acting Appointments

Revise Article 9.07 as follows:

Where an Acting Appointment assigned as a result of an Existing Vacancy or a Temporary Vacancy which was not posted at the commencement of the assignment extends beyond 12 months, the Company shall rotate qualified employees through the assignment every 12 months in order to give a greater number of employees developmental opportunities for Acting Appointments except in the case of project related assignments or where the parties agree to an extension. An employee interested in being considered for a rotation into one of these Acting Appointments shall submit his/her request electronically via a Lateral and Acting Rotation Requisition on the Company's intranet site Acting Appointment Rotation Request form and shall attach a current resume. A copy of such request will be shall be sent available to Human Resources and the immediate Manager and a confirmation of receipt will be provided to the applicant. A list of applicants shall be provided to the Union on a monthly basis. All requests will be acknowledged. Each calendar year, employees will be required to renew their Lateral and Acting Rotation Requisition in order to be considered for rotation into an Acting Appointment in that calendar year. Should there be no requests for rotation on file from a qualified candidate, the existing Acting Appointment shall remain in place.

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Bell MTS – TEAM Negotiations

Article 14 – Scheduled Increments

Revise Article 14.01 as follows:

Scheduled increments shall be granted annually in the anniversary month of the employee's commencement in their current position and in accordance with the salary schedules as set forth in the attached Appendix B and C unless accelerated, delayed or withheld as outlined in Articles 14.02, 14.03, 14.06 and 14.07.

Not to be included in the Collective Agreement

The parties agree that the revised Article 14.01 is intended to reflect the current practice and does not alter the current practice in any way.

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Bell MTS – TEAM Negotiations

Article 17 – Schedule of Wages

Revise as follows:

17.02 First Year: Effective February 20, 2022, 2.0% will be applied to Appendices B and C.

1% lump sum payment (pensionable earnings) based on the revised 2022 Salary Schedules to all TEAM members on the Bell Canada payroll effective the date of ratification.

17.03 Second Year: Effective February 20, 2023, 2.0% will be applied to Appendices B and C.

17.04 Third Year: Effective February 20, 2024, 2.0% will be applied to Appendices B and C.

17.05 There shall be no roll back of wages during the life of the Collective Agreement unless otherwise agreed to by the parties.

**Note:** (not to be included in the Collective Agreement) Salary increases will be SAP calculated and rounded.





Bell MTS  
12<sup>th</sup> Floor  
191 Pioneer  
Winnipeg Manitoba, R3C 3V6



October 4, 2022

Erin Spencer  
TEAM Executive Director  
200 - 1 Wesley Avenue  
Winnipeg, Manitoba  
R3C 4C6

Dear Ms. Spencer:

**Re: TEAM Member Benefit Costs**

This will confirm our understanding of the above subject as agreed during collective bargaining as follows:

Commencing January 1, 2023, TEAM members will join Bell's standard flexdollar allocation schedule.

TEAM members have the opportunity to make changes to their coverage during re-enrollment each year based on plan provisions.

Note: To be effective for the 2023 calendar year, TEAM member data must be inputted into the Omniflex data base by November 4, 2022.

Sincerely,



**Bell**MTS

Don Rooney  
Director Labour Relations  
T : 204-941-7567 M : 204 791-9740  
[don.rooney@BellMTS.ca](mailto:don.rooney@BellMTS.ca)

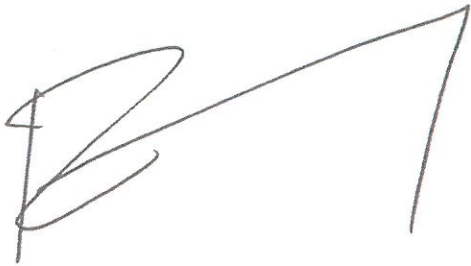
**Note: Not to be included in the revised Collective Agreement**

**Bell MTS – TEAM Negotiations**  
**Article 20 – Shift Employees and Differentials**

Revise **Article 20.02** as follows:

An evening and night differential of **\$1.50** per hour will be paid to all employees covered by this Agreement for the time worked between the hours of 6:00 p.m. and 8:00 a.m.

This shall not apply to a day tour commencing after 7:00 a.m. or terminating prior to 6:00 p.m.

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Bell MTS – TEAM Negotiations

Article 22 - Vacations

Revise Article 22.01 as follows:

Commencing January 1, 2020, The vacation year will be calculated as the period beginning on the 1<sup>st</sup> day of January and ending the 31<sup>st</sup> day of December of the same year. Employees shall receive their full vacation entitlement effective January 1<sup>st</sup> of each year. Each year's vacation must normally be taken before December 31<sup>st</sup> of that vacation year. A vacation week will consist of seven (7) consecutive calendar days.

Revise Article 22.06.7 follows:

Vacations in excess of three (3) weeks may only be taken consecutively when approved by the employee's Manager.

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Bell MTS – TEAM Negotiations

Article 23 – Company Holidays

Revise **Article 23.01** as follows:

The following shall be recognized as Company holidays for which employees shall suffer no reduction in pay on account of the closing of the Company's offices:

New Year's Day	<b>National Day for Truth and Reconciliation</b>
Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Floating Holiday
Labour Day	

The Floating Holiday shall be arranged by the Company and the employee in accordance with the requirements of service. The Company reserves the right to deny any dates requested by employees.

~~Any additional holiday proclaimed by the Government of Manitoba or the Government of Canada as a holiday for the general public shall be recognized as a Company holiday.~~



Bell MTS – TEAM Negotiations

Letter of Understanding – Retroactive Payment of Wages

Within a reasonable period of time following the ~~By one (1) month~~ following the date of ratification of the new Collective Agreement, retroactive compensation to February 20, 2022 shall be applied to the payment of regular and overtime wages at the new wage rates as set out in the Appendices of the new Collective Agreement to those employees who are on staff as of the date of ratification of the new Collective Agreement.

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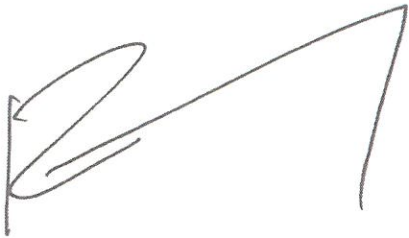
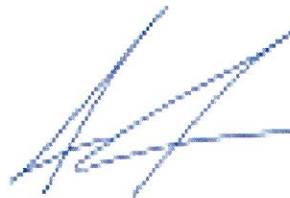
Bell MTS – TEAM Negotiations

Letter of Understanding – Surplus Vacation Days Extension

Revise as follows:

Employees with days remaining in their Surplus Vacation Account as of the date of ratification must use a minimum of 50% of their outstanding Surplus Vacation Days by December 31, 2022 and all remaining Surplus Vacation Days by December 31, 2023 (to be scheduled in accordance with Article 22 of the Collective Agreement). As of December 31, 2023, any outstanding Surplus Vacation Days will be forfeited.

This Letter of Understanding shall terminate on January 1, 2024 and have no further effect.

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Bell MTS – TEAM Negotiations

Letter of Understanding – Voluntary Retirement/Termination Incentive Program  
(VRTIP)

Revise as follows:

Program Details

Category	Description	Incentive
1	Employees must be Regular Full-time or Regular Part-time*  Age 55 or greater plus years of service is equal to or greater than 80	40 week lump sum payment
2	Employees must be Regular Full-time or Regular Part-time*  Age 55 or greater plus 10+ years of service with age plus service less than 80	40 week lump sum payment
3	Employees must be Regular Full-time or Regular Part-time*  Age less than 55 however, age plus service is equal to or greater than 80	Bridging Allowance (up to a maximum equivalent of 52 weeks base salary) and a 30 week lump sum payment;  OR  If age is less than 53, at the employees option, 69 week lump sum payment
4	All other Regular Full-time or Regular Part-time employees	Four (4) weeks plus two (2) weeks per year completed net credited years of service up to a maximum of 65 weeks

## Bell MTS – TEAM Negotiations

### Letter of Understanding – Northern Retention Premium

This will confirm our understanding of the above subject as agreed during negotiations between the Union and the Company as follows:

All regular employees, regularly employed and who permanently reside north of the 53<sup>rd</sup> parallel shall be entitled to receive an annual Northern Retention premium of 7% of regular wages (excluding overtime and differentials, etc.), subject to the following terms and conditions:

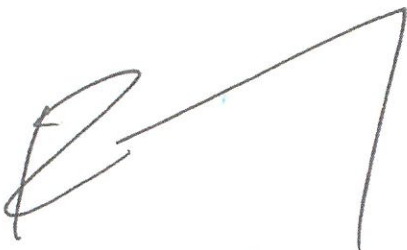
Employees who complete twelve (12) consecutive months of employment north of the 53<sup>rd</sup> parallel shall be entitled to the full 7% premium. Upon completion of each twelve (12) month period, the employee shall be paid the Northern Retention premium. The twelve (12) month period shall run from October 20<sup>th</sup> of the previous year to October 20<sup>th</sup> of the following year.

Employees who depart the North part way through the 12 month period or who are hired into the North shall be eligible to receive a prorated premium for time worked between October 20<sup>th</sup> of the previous year to October 20<sup>th</sup> of the following year.

Where an employee is temporarily assigned by the Company to work south of the 53<sup>rd</sup> parallel, the Northern Retention premium shall continue as if said employee did not leave the north.

It is understood by the parties that the Northern Retention Premium shall take the form of a lump sum payment, not to be folded into the regular base rate of pay and shall not be considered pensionable earnings.

This Letter of Understanding shall terminate upon the expiry of the Collective Agreement on February 19, 2025.





## Letter of Understanding

### Filling Positions Outside of Manitoba Not Covered by the Collective Agreement

Where the Company determines that a position located outside of Manitoba which is not covered by this Collective Agreement can be performed from Manitoba and where an employee of the bargaining unit applies to the position and the Company selects the employee as the successful candidate, the following shall apply:

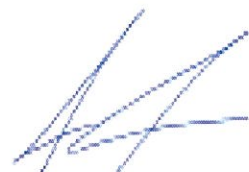
The employee shall remain covered by the Collective Agreement except as outlined in this Letter of Understanding provided they continue to normally reside in Manitoba. Should the employee cease to occupy the position for any reason, the decision as to whether such vacant position should be filled will be at the sole discretion of the Company and the Company maintains sole and exclusive control over all aspects of the staffing of the position. For clarity, although the bargaining unit employee who occupies such position remains in the bargaining unit and covered by the Collective Agreement while occupying the position, the position will not be considered to fall within the scope of the bargaining unit except for the period that it is filled by the bargaining unit employee.

Similarly, should the position be filled by an employee normally residing outside of Manitoba, the position and employee shall not fall within the scope of the bargaining unit or of TEAM's jurisdiction or be covered by the Collective Agreement.

The Parties agree that the following Collective Agreement provisions do not apply to the staffing of these positions: Article 5 – Grievances, Article 6 - Arbitration, Article 8 - Posting, Promotions, Lateral Transfers and Demotions and Article 9 - Acting Appointments.

The parties jointly acknowledge and agree that this Letter of Understanding is done with the express understanding that the purpose is to neither expand nor contract the intentional scope of the original certification order.

The parties further acknowledge that nothing in this Letter of Understanding abrogates or derogates the individual rights held by TEAM members pursuant to the Canadian Human Rights Act and its remedial provisions.



**Bell MTS – TEAM Negotiations  
Letters of Understanding**


**Renew** the following Letters of Understanding:

- Banked Vacation Days
- Benefit Status During Recall
- Achievement Incentive Plan Salary Groups 306 to 308
- Achievement Incentive Plan Salary Groups 301 to 305
- Sales Bonus/Commission Plans
- Self-Identification/Voluntary Departure
- Contracting In
- Labour Management Committee
- Outsourcing
- IT Progression Opportunities

**Delete** the following Letters of Understanding:

- Net Credited Service (NCS)
- Transition to the Bell Vacation Year

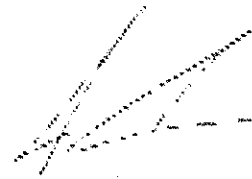
**Note:** The Letter of Understanding - Banking of Vacation/Vacation Overtime Credits expires on January 1, 2023 and has been replaced with the new Letter of Understanding – Surplus Vacation Days Extension.



## Bell MTS – TEAM Negotiations

### Housekeeping

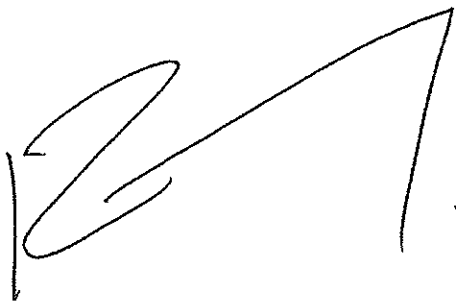
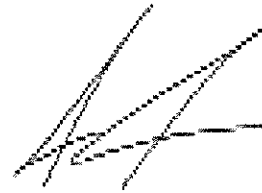
- ◊ Change “January 1<sup>st</sup>” to “December 31<sup>st</sup>” in Article 22.07.3.
- ◊ Add National Day for Truth and Reconciliation in Article 23.01.
- ◊ Change “switching centre or radio shack” to “Central Dial Office” in Article 25.03.
- ◊ Delete the Note in Article 28.02.
- ◊ Delete Article 28.04.
- ◊ Delete “on or after January 29, 2013” from Article 28.05.

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## Bell MTS – TEAM Negotiations

### Housekeeping (2)

- Replace all gendered language with gender neutral language.

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