#### MEMORANDUM OF AGREEMENT BETWEEN

### **Bell Aliant Regional Communications LP**

#### **AND**

# The Communications, Energy and Paperworkers Union of Canada Atlantic Communications Council (CEPACC)

Subject: 2010 Vancouver Olympic Winter Games

In accordance with Article 4.05 of the collective agreement, the parties agree, without prejudice, to the following terms and conditions for the secondment of employees volunteering to fill job positions offered in relation to the 2010 Vancouver Olympic Winter Games.

- Employees will continue to be paid by Bell Aliant but will be seconded to Bell West and covered under the terms of the Collective Agreement in effect between Bell Canada and CEP Local 950. All terms and conditions of the Bell West Collective Agreement will apply to employees who are seconded, notwithstanding the exceptions detailed below:
  - Employees will schedule their vacation for 2009 and 2010 according to the terms and provisions of Article 26 of their current collective agreement
  - b. All Paid Holidays outlined in their current collective agreement will apply to these seconded employees
  - c. Employees will be required to schedule their 2009 and 2010 vacation in times outside the Olympic Schedule
  - d. Any alternate days owing to the employee as a result of working a Paid Holiday must be scheduled at a time outside the Olympic Schedule
  - e. While averaging of maximum hours of work will occur for HRSDC reporting purposes during the period of the Olympic assignment, overtime banking will not occur. Employees will be paid for each hour of overtime worked at the overtime rate of 1.5 times for all hours in excess of 40 in a work week.
  - f. Employees will be eligible to receive per diems for each day they are living in British Columbia or travelling to or from the province from their home. The daily per diem will be a maximum of \$65 per day. The employee will be reimbursed for their daily per diems through the Bell Aliant Payroll system. When reasonable meals are provided and consumed by the employee on site at the Olympic venue, the daily per diem amount will be adjusted. The

adjustments for meals consumed at Company provided cafeteria facilities, will be as follows:

Breakfast: \$15 Lunch \$15 Dinner: \$35

- During the period of secondment, employees will be subject to the working conditions and selection process as outlined in this Agreement. All selection applicants must also agree to any applicable RCMP background checks and security clearances.
- 3. Employees seconded to the Vancouver 2010 Olympics will be given the opportunity, during working hours, to meet with representatives of the union representing Bell West employees for the purposes of orientation to the terms and conditions of the Bell West agreement. This opportunity will occur during the first week of the Olympic secondment. In addition, employees will be provided with the contact information for their designated Shop Steward, during their first week of secondment.
- 4. Employees will continue to be covered under Aliant's Flexconnect Benefits and Pension Plans while on secondment. Earnings that are paid, according to the pension plan text, while on secondment, are considered pensionable earnings. Service and seniority while on secondment, will also accrue as normal.
- 5. During the period of secondment, should an emergency situation arise as a result of serious illness or injury or death of the employee or a member of their immediate family, the seconded employee will be provided with travel home and sufficient time off to deal with the emergency situation. Arrangements for such travel will be made with the employee's immediate Olympic manager.
- 6. The Company has the right to hire temporary employees for the duration of the time the seconded employees are away from their job. Employees will return to their previous classification and Reporting Centre at the end of the assignment.
- 7. The Company will notify the union of the names, classifications, Reporting Centres and expected secondment duration of employees selected, as well as the names, classifications and Reporting Centres of any temporary employees, who may be hired to replace the employees on secondment.
- An employee who wishes to terminate his secondment before the end of the approved time, will be required to give one month's working notice. Should an employee fail to complete a minimum period of one month of

the secondment, for other than reasons attributed to an emergency, then the employee will be required to repay the travel costs associated with the travel to and from their home to the Olympic site.

- 9. 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.
- 10. This Memorandum of Agreement will remain in effect until all seconded employees have completed their work in British Columbia and have returned home to their normal job. Some seconded employees may still be required to complete work in British Columbia until April 30, 2010.

Pat O'Brien

Director - Industrial Relations

**Bell Aliant** 

Signed at

, 2008

CEP/ACC

Signed at

## MEMORANDUM OF AGREEMENT

BETWEEN:

BELL ALIANT REGIONAL COMMUNICATIONS, L.P. (the "Company")

- and -

CEP ATLANTIC COMMUNICATIONS COUNCIL (the "Council")

Whereas Bell Aliant and CEPACC agree that the per diem of \$65 that was negotiated specifically for the Olympics, will be paid in two components. Employees will receive a pre charged debit card worth \$48.75 for each of the days they are scheduled to be at the Olympics and the difference of \$16.25 per day, will be paid separately to employees on a biweekly basis or upon their return from the Olympics if they wish.

**Now therefore** the parties, on a without prejudice basis, agree that the following changes will become effective January 1 2008.

AGREED this 9th day of September, 2009 at St. John's, Newfoundland.

**BELL ALIANT** 

Per:

CEP ATLANTIC COMMUNICATIONS COUNCIL