

MEMORANDUM OF AGREEMENT BETWEEN
BELL CANADA
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES

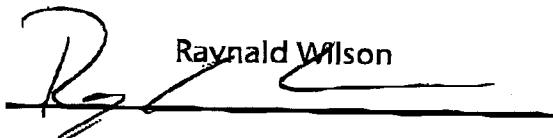
The parties agree as follows:

1. The terms of the agreement entered into at the Joint Transition Committee (Articles 22 and 24) consist of the collective agreement dated June 5, 2008, as amended by Schedule A of this Memorandum numbered from 1 to 13.
2. In the event of ratification by January 29, 2009, the terms of the agreement, as specified in paragraph 1 hereof, shall come into force on February 1, 2009.
3. In the event of the rejection of this agreement, the provisions of the collective agreement dated June 5, 2008 pursuant to this agreement and that were to come into force on January 1, 2009, shall be effective in full on February 1, 2009.
4. The provisions of the collective agreement dated June 5, 2008 that were to be effective until December 31, 2008 shall be effective until January 31, 2009.

Signed at Montreal this 1st day of Dec 2008.

FOR THE
COMPANY

FOR THE
UNION


Raynald Wilson

Richard Chaumont


Exhibit E05A

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Effective on February 1, 2009

ARTICLE 24 – JOB POSTING PROCEDURE

Definitions

24.01 (a) The definition of a job opening for the purposes of the Job Posting Procedure is any permanent addition or replacement to the Regular employee staff, excluding Regular Term, *within a District*.

All job openings will be posted except replacements filling positions left vacant after a job posting. In such cases, section 24.04 will apply.

For purposes of this Article, the word "job" must be understood to refer to both a "position" or an "occupation".

(b) Notwithstanding the provisions of subsection 24.01 (a), there are no job openings created when District structures are merged or otherwise reorganized, when functions are realigned between or within districts, or when employees follow their work into another District or headquarters in connection with a closure, consolidation or centralization.

Exhibit E05A

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**Procedure for filling a vacant position**

24.02 (a) The Company shall post the available position electronically for ten (10) working days.

(b) An applicant wishing to be considered by the Company must respond to the job posting within the posting period specified in subsection 24.02 (a).

(c) It is understood that an applicant may only be considered for the posted position provided that:

- (i) the applicant's performance on his existing job meets job requirements;
- (ii) the applicant is qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working days familiarization period.

(d) The Company reserves the right to cancel a job posting at any time during the first five (5) working days of the period specified in subsection 24.02 (a).

24.03 From among the applicants for the position, the Company shall select the most senior candidate from among those who are qualified, in the following order:

- (a) an employee *with the same occupation*

Exhibit E05A

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- (b) any other employee
- (c) an employee identified in application of Article 22
- (d) a person originating from:
 - Operator Services group; or
 - Clerical and Associate Employees group; or
 - Communications Sales Employees group
- (e) any other person.

24.04 (a) Replacements filling positions left vacant after an initial job posting may either:

- (i) **be filled under Article 22 *by one or more internal move(s) within the district releasing the candidate selected for the initial job posting, or***
- (ii) ***be filled under Article 22, if the candidate selected for the initial job posting comes from the same district, or***
- (iii) be filled in application of sections 24.02 and 24.03, or

Exhibit E05A

R.C.


(iv) not be filled.

(b) Replacements filling positions left vacant after a job posting in application of subsection 24.04 (a) paragraph (iii) may either:

(i) be filled under Article 22, or

(ii) be filled in application of sections 24.02 and 24.03, or

(iii) not be filled.

24.05 (a) The Company will provide information to designated Local Officers of the Union concerning the posted position and results of the posting, as mutually agreed to by the parties.

(b) The results of the posting will be made known to all applicants.

Exceptions

24.06 The exceptions outlined in section 22.14 may require the normal job filling procedures specified for the Job Posting Procedure to be by-passed.

Exhibit E05A

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**General**

24.07 It is understood that service requirements may prevent a successful applicant from immediately assuming a permanent position for which he has applied; nevertheless the date on which an applicant can be released from his current job will not prevent him from being selected for the permanent position. Positions may be filled temporarily pending the final availability of the employee who is to fill the job.

24.08 The provisions of subsection 24.02 (b) shall not apply to:

(a) an employee in the 24 months subsequent to his appointment to a position resulting from an application under the Job Posting Procedure, *except where an employee's reporting centre is changed by the Company;*

(b) *a person placed into the bargaining unit in the 6 months subsequent to his arrival.*

24.09 When a permanent relocation is arranged as a result of an application under the Job Posting Procedure, the cost of the relocation will be borne entirely by the employee and that location will become his reporting centre on the first day he reports.

24.10 The Job Posting Procedure applies to *Regular Full-Time and Regular Part-Time* employees.

INTERNAL DISTRICT JOB POSTING
MEMORANDUM OF AGREEMENT BETWEEN
BELL CANADA
AND
COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA
REPRESENTING CRAFT AND SERVICES EMPLOYEES

The parties agree as follows:

R.C. Effective February 1st 2009

1. For transferring or reassigning employees within a district, and when no permanent addition or replacement to the Regular employee staff is made, a district may:
 - (a) Elect to issue an Internal District Job Posting so as to select the most senior candidate from among those who are qualified within the district, or;
 - (b) Resort to Article 22.
2. Internal District Job Postings may also be used when replacing positions left vacant as outlined in subsection 24.04 (a), paragraph (i) and subsection 24.04 (b), paragraph (i).
3. Sections 24.02, 24.05 to 24.10 inclusive and subsections 24.03 (a) and (b) governing the Job Posting Procedure shall apply to the Internal District Job Posting, taking into account the necessary adjustments.

Signed at *W* this *1st* day of *Feb* 200*8*.

FOR THE
COMPANY

FOR THE
UNION

Raynald Wilson

Richard Chaumont

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ARTICLE 24 – JOB POSTING PROCEDURE
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:

Effective on January 1, 2009, the provisions of Article 24 shall be the following:

Definitions

24.01 (a) The definition of a job opening for the purposes of the Job Posting Procedure is any permanent addition or replacement to the Regular employee staff, excluding Regular Term.

All job openings will be posted except replacements filling positions left vacant after a job posting. In such cases, section 24.04 will apply.

For purposes of this Article, the word "job" must be understood to refer to both a "position" or an "occupation".

(b) Notwithstanding the provisions of subsection 24.01 (a), there are no job openings created when District structures are merged or otherwise reorganized, when functions are realigned between or within districts, or when employees follow their work into another District or headquarters in connection with a closure, consolidation or centralization.

Procedure for filling a vacant position

24.02 (a) The Company shall post the available position electronically for ten (10) working days.

(b) An applicant wishing to be considered by the Company must respond to the job posting within the posting period specified in subsection 24.02 (a).

(c) It is understood that an applicant may only be considered for the posted position provided that:

- (i) the applicant's performance on his existing job meets job requirements;
- (ii) the applicant is qualified to perform the required work within such period of time as may be reasonably required but in any event not more than ten (10) working days familiarization period.

(d) The Company reserves the right to cancel a job posting at any time during the first five (5) working days of the period specified in subsection 24.02 (a).

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24.03 From among the applicants for the position, the Company shall select the most senior candidate from among those who are qualified, in the following order:

- (a) an employee located in the same headquarters
- (b) any other employee
- (c) an employee identified in application of Article 22
- (d) a person originating from:
 - Operator Services group; or
 - Clerical and Associate Employees group; or
 - Communications Sales Employees group
- (e) any other person.

24.04 All replacements filling positions left vacant after an initial job posting may either:

- (a) be filled under Article 22, or
- (b) be filled in application of sections 24.02 and 24.03, or
- (c) not be filled.

24.05 (a) The Company will provide information to designated Local Officers of the Union concerning the posted position and results of the posting, as mutually agreed to by the parties.

(b) The results of the posting will be made known to all applicants.

Exceptions

24.06 The exceptions outlined in section 22.14 may require the normal job filling procedures specified for the Job Posting Procedure to be by-passed.

General

24.07 It is understood that service requirements may prevent a successful applicant from immediately assuming a permanent position for which he has applied; nevertheless the date on which an applicant can be released from his current job will not prevent him from being selected for the permanent position. Positions may be filled temporarily pending the final availability of the employee who is to fill the job.

24.08 The provisions of subsection 24.02 (b) shall not apply to an employee in the 24 months subsequent to his appointment to a position resulting from an application under the Job Posting Procedure.

24.09 When a permanent relocation is arranged as a result of an application under the Job Posting Procedure, the cost of the relocation will be borne entirely by the employee and that location will become his reporting centre on the first day he reports.

Exhibit B03

24.10 The Job Posting Procedure applies to all Craft & Services employees.

R.C.
[Signature]

IN WITNESS WHEREOF, we have signed at Ottawa this 5th day of June 2008.

FOR THE
COMPANY

FOR THE
UNION

Raynald Wilson

Richard Chaumont

Effective on February 1, 2009, the provisions of Article 32 shall be the following and this Memorandum of Agreement is removed

R.C.


ARTICLE 32 – EMPLOYMENT EQUITY
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:

Effective on January 1, 2009, the provisions of Article 32 shall be the following:

32.01 (a) The Company and the Union recognize the need to achieve equality in the workplace and to provide disabled employees with reasonable accommodation, without undue hardship, whenever possible, so that no person shall be denied employment opportunities for reasons unrelated to ability.

(b) The Company and the Union agree that this Article shall be applied in a manner consistent with their respective obligations as set out in this Collective Agreement.

32.02 (a) To give effect to the principle that equal opportunity in employment for women, aboriginal peoples, persons with disabilities and persons who are, because of their race or colour, in a visible minority in Canada, means more than treating persons in the same way but also requires special measures and the accommodation of differences, the parties agree that notwithstanding the provisions of section 24.03, the Company may, in each twelve (12) month period, starting January 1 of each year, fill up to two (2) job openings in each district of the Company, for the purpose of Employment Equity.

(i) Except as otherwise provided in subsection 32.02 (a) (ii), such job openings shall be filled in accordance with the provisions of section 24.03 by an applicant who is part of one of the four designated groups namely women, aboriginal peoples, person with disabilities and visible minorities.

(ii) In each province, for every two (2) job openings filled for the purpose of Employment Equity by way of granting a transfer from the Operator Services group, the company may fill one job opening by hiring, in a Regular Full-Time employee status, a person with a disability, a woman, an aboriginal person, or a person who, because of race or colour, is in a visible minority, provided that there is no qualified applicant from the Operator Services group, the Clerical and Associated employees group or the Communications Sales employees group.

The number of job openings to be filled under section 32.02 shall never exceed two (2) per district per year, as provided in subsection 32.02 (a).

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(b) The Company shall inform the local Steward, on a form to be supplied by the Company, of any job opening so filled.

32.03 Notwithstanding the provisions of section 14.10, a Union grievance may be submitted in accordance with section 14.09 relating to the interpretation, application, administration or alleged violation:

(a) of section 32.01 involving the case of a Company employee wishing to return to the bargaining unit as provided in Company practices, as they exist at the date of signing of this Agreement, following a placement into another bargaining unit for reasons of health or disability, or

(b) of section 32.02.

Signed at Ottawa this 5th day of June 2008.

FOR THE
COMPANY

FOR THE
UNION

Raynald Wilson

Richard Chaumont

Letter of Intent

February 1, 2009

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Mr. Richard Chaumont
National Representative
CEP

Subject: Utilization of Temporary and Part-Time Employees

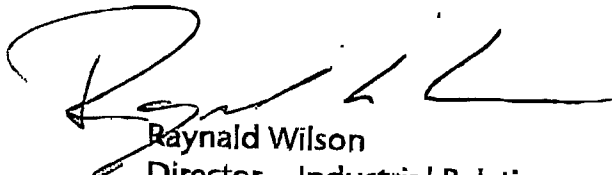
Dear Mr. Chaumont:

This is to outline our understanding regarding the utilization by the Company of Temporary and Part-Time employees in the Craft and Services bargaining unit.

It is agreed that the Company shall continue to inform the Union, on a quarterly basis, of available statistics regarding the utilization of Temporary and Part-Time employees in both Regions.

Furthermore, in order to ensure a proper mutual understanding of the Company's needs and of the Union's potential concerns, **the Joint Transition Committee (Articles 22 and 24) shall, at least** twice a year, review and discuss such statistics with any potential problems associated with this Letter of Intent.

Yours truly,


Raynald Wilson
Director - Industrial Relations

Letter of Intent

February 1, 2009

R.C

Mr. Richard Chaumont
National Representative
CEP

Subject: Job Posting Procedure

Dear Mr. Chaumont:

This is to confirm the following:

1. With regard to subsection 24.02 (c) paragraph (i), "meets job requirements" shall mean that the employee is meeting the basic requirements of his job, is not subject to a performance improvement plan and is, in his general performance, satisfactory. For example, an employee will not be disqualified for reasons of one or two absences, one or two lates or one or two minor quality defects.
2. With regard to subsection 24.02 (c) paragraph (ii) and section 24.03, it is understood that job qualifications will bear a reasonable relationship to the requirements of the job opening and it is further understood that qualifications for jobs of the same type will not be dissimilar.

Yours truly,



Raynald Wilson
Director – Industrial Relations