

**August 19, 2024**

**To: Ontario Delegates of the Bell Craft and BTS Bargaining Units**

**Re: Violation of the Tripartite Agreement between Bell Canada, Bell Technical Solutions, and Unifor**

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Sisters and Brothers,

Since December 2022, the Bell Craft and BTS bargaining committee members have been hearing from members and union representatives in various regions across Ontario that Bell Canada has been contracting out "advance fiber drop work," specifically aerial drop/line work from service terminals across roads to utility poles on customer property, or in some cases, directly from service terminals to customer homes. The bargaining committees believe this to be a violation of Articles 3a, 3b, 5a, 5b, and 5c of the "Tripartite Agreement between Bell Canada, Bell Technical Solutions, and Unifor."

The bargaining committees raised this issue with the employer, initially within BTS at the February "Labour Relations Committee" meeting in 2023. The employer's response at the April 2023 LRC meeting was that the practice was being stopped and that any "advance drop work" observed going forward should be reported to the employer to verify whether this work was "new work" or if it was the completion of existing contracts prior to the union raising a concern. The committee was assured that no new "advance drop work" would be performed by any workers who were not Bell Canada Craft or Bell Technical Solutions employees.

During this period, many members have come forward with examples of aerial fiber lines that had been "pre-dedicated" directly to either customers' premises or to utility poles on customers' property. In an example as recent as the week of July 15, 2024, our members photographed third-party contractors performing this work. Unfortunately, the members of either bargaining committee are not privy to the contracts that exist between BCE and any of the third-party contractors. Aside from one example of photographic evidence of third-party contractors physically performing this work, the examples, locations, and photographs of existing fiber lines are anecdotal. The proof of what we believe to be violations of this agreement would be in the contracts.

Article 5 of the "Tripartite Agreement" addresses the circumstances under which Bell Canada or BTS can resort to the use of contractors—mainly in situations where BTS is understaffed or

does not have the "capacity" to perform this work, when BTS members do not possess the skills required to perform the work, or when there is mutual agreement among all parties/signatories of the agreement. Throughout the period that these examples were raised to the bargaining committee and subsequently by the committee to the employer, junior part-time BTS employees have seen a reduction in hours in the same localities from which these reports originated. Regarding the question of skills required to perform this work, the installation and repair of aerial service lines is the most common job function performed by a BTS technician. Lastly, there is no agreement between the signatories of the agreement granting either Bell Canada or BTS permission to contract this work to third parties.

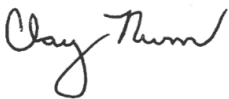
That being said, as per Article 14 of the Tripartite Agreement, "Any dispute pertaining to the interpretation or application of this Agreement shall be submitted to the Superior Court of Québec or the Superior Court of Justice of Ontario."

The committees feels that, due to the fact that Quebec and Ontario fall under separate jurisdictions and the issue stems from Ontario, we should obviously file a complaint with the Superior Court of Justice of Ontario.

The Committees and I would greatly appreciate your assistance in sharing this information with your members and further providing us with any evidence of the above violations.

If you have any information, dates, or evidence, please forward to [Clayton.nunn@unifor.org](mailto:Clayton.nunn@unifor.org).

**In Solidarity,**



**Clayton Nunn**  
**National Representative**  
**Unifor**

CN/kwcope343

**TRIPARTITE AGREEMENT AND STIPULATION FOR ANOTHER**

**WORK AGREEMENT**

**BETWEEN**

**BELL CANADA**

**AND**

**Bell Technical Solutions (BTS)**

**AND**

**Unifor**

**(hereby representing the bargaining units of Bell Technical Solutions Craft Employees (Québec), Bell Technical Solutions Craft Employees (Ontario) and Bell Canada Craft and Services Employees)**

**WHEREAS** this Agreement is further to the renewal of the collective agreements (Québec and Ontario) of Bell Technical Solutions Craft Employees ratified on May 28<sup>th</sup>, 2022 (Ontario) and November 24<sup>th</sup>, 2022 (Québec);

**WHEREAS** the parties wish to agree on certain principles relating to work performed by Bell Technical Solutions on behalf of Bell Canada;

**WHEREAS**, for the duration of this Agreement, Bell Canada has no intention to use contractors in regards to the work performed by Bell Technical Solutions in accordance to this Agreement, except for what is provided below;

**WHEREAS**, for the duration of this Agreement, Bell Technical Solutions has no intention to use contractors, except for what is provided below;

**WHEREAS** Bell Canada undertakes to give to its own employees who are members of the Craft and Services Employees Bargaining unit and/or to employees who are members of the BTS Craft Employees bargaining units, all the work referred to in paragraph 2 of this Agreement, except for what is provided below;

**WHEREAS** the parties acknowledge the importance and necessity for Bell Canada and BTS to establish and maintain high levels of productivity and quality;

**WHEREAS** Unifor (CEP) reiterates its undertakings made and spelled out in the memorandum of agreement entitled "Memorandum of Agreement – Single Employer" signed by Bell Canada and the Unifor) CEP on April 5, 2005 (hereinafter "Memorandum of Agreement of April 5, 2005"), copy of which is attached hereto as Appendix A

**WHEREAS** any violation, by Unifor (CEP), of a provision of the Memorandum of Agreement of April 5, 2005 shall result in the immediate and complete cancellation of this Agreement without further notice or delay;

**WHEREAS** BTS Craft employees and BTS Craft bargaining units are entirely separate from the Bell Canada Craft and Services employees and the Bell Canada Craft and Services bargaining unit, whereas any activities pursued and work performed by BTS are not considered to be the work of the Bell Canada Craft and Services bargaining unit, and whereas, following a thirty (30 ) day notice to BTS and Unifor, Bell Canada reserves the right to cancel this Agreement in the event that anyone takes any position that is inconsistent with the situation described in this paragraph or that any modification to this situation is ordered;

**IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:**

1. The Preamble is an integral part of this Agreement.
2. Bell Canada undertakes to give to its own employees who are members of the Craft and Services Employees bargaining unit, and/or to employees who are members of the BTS Craft Employees bargaining units, all the work defined in the Memorandum of Agreement – Jurisdiction of Work, copy of which is attached hereto as Appendix B. More specifically, it is understood and agreed that the work performed by BTS on April 30, 2005 will continue to be performed by BTS.
3. Bell Canada undertakes to:
  - a. give to employees who are members of the BTS Craft Employees, Quebec bargaining unit, all installation and repair work for Bell’s residential customers directly linked to FTTH (fiber to the home) and IPTV (internet protocol TV);
  - b. give to employees who are members of the BTS Craft Employees, Ontario bargaining unit:
    - i. all installation work for Bell’s residential customers directly linked to FTTH (fiber to the home) and IPTV (internet protocol TV);
    - ii. repair work for Bell’s residential customers directly linked to FTTH ( fiber to the home) and IPTV(internet protocol TV), up to 40% of the total yearly repair load available;
  - c. give to employees who are members of the BTS Craft Employees, Quebec and Ontario bargaining units, all installation and repair work of Wireless Home Internet (WHI) Bell’s residential customers;
4. BTS undertakes not to use contractors.

5. Notwithstanding paragraphs 2, 3 and 4 of this Agreement, and in relation with the work described in paragraphs 2 and 3:
  - a. Bell Canada or BTS can use contractors to perform specific contracts of less than ninety (90) days when BTS is unable to perform the work (ex.: if BTS doesn't have the tools to do the work, BTS' employees do not have the competencies to do the work, if outside the geographical territory usually covered by BTS or Bell Canada, etc.).
  - b. Bell Canada or BTS can also use contractors for a limited time when BTS Craft Employees are unable to perform the available workload and meet customer demand.
  - c. By mutual consent of the parties, Bell Canada can also use contractors in other circumstances.
6. At all times, Bell Canada reserves the right to give to its own employees who are members of the Craft and Services Employees Bargaining unit, the work (or any part thereof) described at paragraph 3.
7. It is understood that if Bell Canada engages in the installation of new products for its residential customers based on new technologies, due consideration will be given to employees who are members of the BTS Craft Employees bargaining units for installation and repair work done on the premises of Bell's residential customers. A meeting will be held between Unifor Telco Vice-presidents, Bell Canada and BTS representatives in the event Bell Canada engages in such installation work. The parties are committed to work together to try to agree on appropriate conditions for this work to be assigned to BTS Craft employees bargaining units.
8. Bell Canada and BTS undertake not to close any BTS service territory to give the work in that service territory to a contractor.
9. This Agreement is made for the benefit of Unifor and its members included in the BTS Craft Employees bargaining units for the duration of this Agreement, except as otherwise specified below.
10. This Agreement is not part of the collective agreements between Unifor and BTS, nor is it part of the collective agreement between Unifor and Bell Canada. Unifor agrees that it will not use this Agreement in any bargaining with Bell Canada.
11. This Agreement will expire and become null and void three (3) months after the expiry date of the collective agreements between Unifor and BTS, unless the parties agree in writing to its renewal.
12. Notwithstanding paragraph 11 above, all the obligations of Bell Canada set out in this Agreement shall cease to apply and shall become null and void six (6) months prior to the

expiry date of the collective agreements between Unifor and BTS, unless the parties agree in writing to its renewal.

13. This Agreement cancels and supersedes any previous agreement entitled Tripartite Agreement and stipulation for another or Entente Tripartite et stipulation pour autrui, between CEP (Unifor), BTS and Bell Canada.

14. Any dispute pertaining to the interpretation or application of this Agreement shall be submitted to the Superior Court of Québec or the Superior Court of Justice of Ontario.

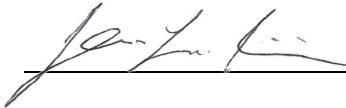
Signed at Verdun, on March 6th, 2023



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Reno Vaillancourt  
Senior Vice-President – Labour Relations  
Bell Canada

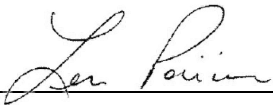
Signed at Montreal, on March 6th, 2023



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Jean-Luc Riverin  
President - Bell Technical Solutions

Signed at Toronto, on February 24, 2023



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Len Poirier  
National Secretary-Treasurer  
Unifor

Signed at Montreal, on February 24, 2023



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Olivier Carrière  
Assistant Executive Director, Quebec  
Unifor