

MEMORANDUM OF AGREEMENT ON THE RESOLUTION PROCESS
FOR HARASSMENT AND VIOLENCE INCIDENTS COVERED IN THE FEDERAL WORK
PLACE HARASSMENT AND VIOLENCE PREVENTION REGULATIONS

BETWEEN:

**BCE Inc., Bell Canada, Bell Mobility, Bell Media, Bell ExpressVu, Telebec and
NorthernTel (the Employers)**

and

Unifor (the Union)

Whereas the Employers, the Union and all their representatives on Corporate Health and Safety Committees agree to address, with this Memorandum of Agreement, the resolution process for harassment and violence incidents described in the ***Work Place Harassment and Violence Prevention Regulations*** (the Regulations);

Whereas violence and harassment incidents are destructive and must be addressed promptly, confidentially and competently. The parties agree to provide opportunities for and encourage informal and early resolution wherever appropriate, and advise of informal and formal processes available to address harassment including opportunities for voluntary, informal resolution at any point in the process;

Whereas this Memorandum of Agreement applies when at least one employee of the Employers represented by Unifor is involved as a principal party or responding party in workplace harassment and violence incidents;

Whereas the Employers designated BCE's Workplace Practices Team (WPT) and the Corporate Security Team (CS) as the designated recipient (DR) to whom a notice of an occurrence may be provided in application of the Regulations;

Whereas the Employers' representatives identified a list of persons who may act as an investigator for the application of the Regulations;

Whereas in consideration of the agreement on the list of persons who may act as an investigator, the Employers, the Union and all their representatives on Corporate Health and Safety Committees agree that a Union's representative will be assigned to act as a National Coordinator and will be mandated to work closely with the DR in circumstances described in Appendix A;

Whereas this Memorandum of Agreement shall be effective as of June 1, 2021 to May 31, 2022 and renewable with written consent of all of the parties involved by the latest on March 31st, 2022;

Whereas this Memorandum of Agreement shall not interfere with any dispositions of any collective agreements;

THE PARTIES HEREBY AGREE THAT:

1. The preamble is an integral part of this agreement;
2. The Employers designate BCE's WPT and CS teams to act as the DR for the application of the Regulations. Acting as DR, the WPT and the CS teams have the responsibility to appoint any

members of their respective teams to act as investigators or alternatively, a third party when deemed necessary;

3. Unifor will assign a qualified person to act as a National Coordinator. The National Coordinator's role and responsibilities are described in appendix A;
4. To be deemed a qualified person, the National Coordinator will:
 - have knowledge, training and experience that are relevant to harassment and violence in the work place;
 - have knowledge of Part II of the Canada Labour Code, the Canadian Human Rights Act and any other legislation that is relevant to harassment and violence in the work place;
5. Furthermore, it is commonly understood that the National Coordinator will:
 - not be involved in any notice of occurrences where he/she would be in conflict of interest;
 - with regards to information obtained as part of their role of National Coordinator, be able to protect and maintain the confidentiality and privacy of any matters at all times and will refrain from discussing, sharing or communicating with anyone, except with Unifor's Director(s) and Assistant(s) to the National President responsible for the Telecommunication and / or Media sector, or their said designate;
 - be provided with training on handling violence and harassment complaints before assuming their duties and at least once every three years after that. The training can be offered by WPT or external sources, at WPT's discretion. The Employers will assume reasonable training costs;
 - Not be part of any grievance process concerning matters in which they are or were involved, directly or indirectly;
6. If the National Coordinator is an employee of the Employers, the National Coordinator will perform his/her role and responsibilities during their working hours, without deduction of time and basic wages, up to a maximum of 25% of a scheduled work week. The National Coordinator must arrange with his/her immediate supervisor, for all time off the job required to perform this function. If the National Coordinator is not an employee of the Employers, the National Coordinator will be paid by the Union. The Union would then bill the Employers for the time worked by the National Coordinator, up to 25% of his/her basic weekly salary;
7. As part of their functions, the DR and the Union Coordinator will sign a Non-Disclosure Agreement consistent with this Memorandum of Agreement;
8. It is understood that employees can pursue other recourses in relation to a harassment or violence incident, including:
 - Filing a grievance with the Union. The parties agree that the grievance procedure is an alternative complaint mechanism and as such, complaints should not be pursued through both the grievance procedure and the violence and harassment complaint procedure at the same time. If such situation was to occur, the grievance process will be put in abeyance while the violence and harassment complaint process is pursued until the resolution process is completed. Once the report of the resolution process is made available to the principal party, the grievance can be restored if the grievor / union wish to proceed with the grievance process and will be inserted into the last step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the last step of the grievance procedure, the union may refer the matter to arbitration in accordance with the provisions of the collective agreement.

- Filing a complaint under applicable Human Rights legislations, where a situation involves any of the prohibited grounds of discrimination.
- Filing a complaint with police forces in the event of a criminal incident, under the Criminal Code.
- Filing a claim under appropriate workers' compensation legislation. In such case, the Employers workers compensation form must be completed for a work injury which resulted in lost time, restricted work or medical treatment.

9. Any disciplinary actions resulting in the implementation of any investigator's report will be the exclusive responsibility of the Employers and at their sole discretion. Any discipline implemented by the Employers shall be done as per the existing practices and collective agreements, including the right to grieve and arbitrate any such discipline.
10. The Parties agree that this Memorandum of Agreement is not grievable or arbitrable. If any disagreement arises during the application of this agreement, the parties agree to meet in an attempt to resolve the issue(s) in good faith.

SIGNATURE

DATE



June 2, 2021

For the Employers
Reno Vaillancourt
BCE - SVP, Labour Relations



June 4, 2021

For the Union
Chris MacDonald
Unifor – Assistant to the National President



June 4, 2021

For the Union
Olivier Carrière
Unifor – Assistant to the Quebec Director