



## **Negotiations between CEP & Bell Canada Craft & Services employees**

### **Bell's offer of January 31, 2008**

Brothers and Sisters,

The following is a summary of the offer which should make it easier for you to understand:

I = Item  
MA = Memorandum of agreement  
LI = Letter of Intent

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lmc/cope-343

## **What is good for us**

- I 2 Art.3 3.02- Union dues will now be deducted on each pay cheque (equal amount on each pay).
- I 19 Art.9 9.01(2)- The “occasional employee” classification will be deleted.
- I 19 Art.9 9.01(f)- The new wording will say that the probation period will be 6 months of continuous employment or 975 hours of work for the company, whether continuous or non-continuous, including overtime, whichever comes first.
- I 20 Art.12 12.05(a) and (b) The covered cost of safety boots rises from \$120 to \$130 and that of safety shoes rises from \$85 to \$95.
- I 11B Art.13 13.10-11-12 and13-Changed to ensure that a steward is present throughout the security interview process.
- I 29 MA Labour mobility: a bridge is created towards Bell from some subsidiaries of the Bell family before hiring off the street.
- I 33 Art. 14 14.02 The C level response to a grievance shall now be provided in writing.
- I 7C Art. 14 Introduction of an expedited grievance hearing procedure by combining the 2<sup>nd</sup> and 3<sup>rd</sup> steps when the parties agree.

## What has little or no impact on our members

I 18	Art.4	4.01-The number of stewards will be reduced from 700 to 300.
I 4	Art.4	4.02-Notification of the Company by the Union via an e-mail address.
I 15	Art.12	12.07-The number of LSHCs is reduced from 22 to 17.
I 16	LI	The number of LSHCs is reduced from 22 to 17.
I 33	Art. 14	14.06 Adjust wording to reflect Article 15 with respect to the notice that the Union must give to the Company.
I 8A	Art. 15	15.06(c) The arbitration cancellation deadline goes from 30 to 60 days.
I 41	Attachment	Attachment A Wage Scheduling by Occupation, Update
I 42	Attachment	Attachment D Families, Update
I 47	Art. 29	This Article will be withdrawn since we no longer cover employees assigned to northern areas.
I 49	MA	Replace ETS with BTS.
I 51	MA	Certification Premium: There will no longer be any meetings. The Company will provide us annually with the results of the program.
MA	Art. 13	Security Interviews – This Memorandum will be deleted since its wording is now included in Article 13.
MA	Art. 24	Arbitrability under Article 24 – This Memorandum will be deleted since arbitrability under Article 24 was recovered on July 1 <sup>st</sup> , 2005.
Attachment B		Update of the List of Headquarters.
I 57	LI	Transition to the Certification Premium Program – This Letter of Intent is deleted since the transition has been completed.
I 58	LI	Implementation of the Defined Contribution Pension Component – This Letter of Intent is deleted since the transition period has ended.

## What is negative

- I 17 Art.36. 36.01-4-year contract when what we wanted was a 5-year contract.
- I 19 Art.9 9.01(c)- Temporary PT employees will be reclassified as regular PT employees after 24 months in their positions without job posting.
- I 22 Art.17 17.11- Mandatory direct deposit for all employees.  
(there are only about twenty employees who do not use it yet).
- I 23 Art.20 20.02-The first Monday of August (for Québec) and the third Monday of June (for Ontario) become floating holidays.
- I 24 Art.18 Banked time may be taken as a vacation week upon mutual agreement during the available vacation weeks. Once the leave starts, it may not be cancelled even if the employee becomes ill. The time will be deducted from the bank as soon as the week is scheduled.
- I 25 Art.24 The whole Article is amended to eliminate the 912B career path procedure. The Company will now post a position and choose a candidate according first to his or her qualifications and then to his or her seniority. In any case, the Company reserves the right to cancel postings. Furthermore, the concepts of District and NST (normal servicing territory) will no longer exist.
- I 26 Attachment Attachment E This attachment is deleted since NSTs will no longer exist.
- I 28 LI 912 Deleted because the 912 procedure will no longer exist.
- I 30 Art. 22 Reassignments in Montreal or Toronto may be within a 30 instead of 20 km radius.
- I 30 Art. 22 All lateral reassignments are abolished.
- I 30 Art 22 22.02(c) Temporary transfers shall be for up to 180 days as required instead of 90 days or less.
- I 30 Art. 22 22.05(a) The payment in lieu of the seven-day notice of transfer shall be at  $\frac{1}{4}$  of the employee's normal rate instead of  $\frac{1}{2}$ .
- I 30 Art. 22 22.14(g) This exception only applies to (ii) with the agreement of the Union.

- I 32 Art. 23 23.01(i), (ii), (iv), 23.02(b), 23.05 For Montreal and Toronto, the travel allowance will be paid after 30 km.
- I 32 Art. 23 23.07 The payment in lieu of the seven-day notice of an overnight stay or more away from home shall be at ¼ of the employee's normal rate instead of ½.
- I 33 Art. 14 Introduction of the group grievance.
- I 33 Art. 14 14.19 Direct interference by the Company in a group grievance: the number of grievors is limited to 10% of employees at level D unless a local agreement is reached.
- I 10B LI Amended and renewed grievance freezing process with one step less.
- I 34 LI Group grievance. The Company decides on the number of grievors who may take part in the steps for each Local if level D involves more than one Local. Unless a local agreement is reached, the maximum number of grievors will be 10% of the employees involved per Local.
- I 35 Art. 18 18.05(b) Deleted. The premiums cannot be banked since they no longer exist.
- I 35 Art. 18 18.03 The 15 hours per week for RPT employees will be replaced with 60 hours per 4-week period (if well managed, this could entitle employees to more employment insurance).
- I 35 Art. 18 18.09 Deleted. The Sunday premium is abolished.
- I 35 Art. 18 18.23 and 18.24 Deleted. The premium pay for consecutive Saturdays is abolished.
- I 35 Art. 18 18.25, 18.26 Deleted since the Sunday premium is abolished.
- I 36 LA The Company specifies that it may schedule the work days provided for in 18.07 according to skills and to its needs.
- I 37 Art. 19 19.04 The 48-hour notice of non-scheduled overtime is now only 24 hours.
- I 37 Art. 19 19.05(a) Double time will now be paid after 4 hours rather than 2 hours.

- I 37 Art. 19 19.05(b) Deleted. Work on a Sunday without a 48-hour notice is no longer paid at the double time rate since Sundays are now considered as regular weekdays.
- I 37 Art. 19 19.09(a) For call-outs, the notice is reduced from 48 to 24 hours.
- I 37 Art. 19 19.09(b) Call-outs are reduced from 4 to 3 hours pay.
- I 37 Art. 19 19.09(c) The employee called-out remains on standby for 4 hours.
- I 37 Art. 19 19.13 For a part-time employee, the time worked is paid at the double time rate after 4 hours under all circumstances and 19.13 (a) and (b) are deleted.
- I 38 MA Standby Program. This program will allow one and a quarter hour's salary to be banked for an employee who accepts to remain on pager call for each 24-hour period up to seven consecutive days. However, the employee called will have no choice but to accept to go in. If he or she has banked the maximum number of hours, he or she will receive compensation in lieu of banked hours.
- I 39 MA Contracting Out Activity. This Memorandum provides for contracting out to Bell. Since this is already provided for in 22.14(i), the Memorandum is useless. It only serves to allow the Company to bypass the collective agreement.
- I 40 MA Olympic Games. This Memorandum will not be part of the collective agreement but it allows the Company to disregard seniority when choosing the employees who may go to work in Vancouver and it stipulates that our collective agreement will not apply to this process.
- I 43 MA Working Hour Distribution Program. Ineffective program that will reduce our overtime and allow the Company to change schedules on a daily basis. This might place us in a situation where we would owe the Company basic hours and be forced to work unpaid overtime in order to give these hours back.

- I 44 Attachment Attachment C – Wage schedules. Schedules adjusted according to the new wage increases of 2%, 2%, 2% and 1.75%.
- I 45 MA Lump-sum increase equal to retroactivity from December 1<sup>st</sup>, 2007 to the signing date.
- I 46 MA Averaging of Hours of Work. This Memorandum provides the Company with our agreement to waiver Subsection 169(2) of the Canada Labour Code and allows the Company to manage its Working Hour Distribution Program.
- I 48 Art. 33 33.02, 33.02(i), 33.02(ii), Adjustments were made due to the various changes made to Article 24.
- I 50 MA Teleworking. Adjustment due to changes made to Article 18.
- I 52 LI Home Dispatch. Nothing has been settled. The Company merely made an adjustment due to changes made to Article 18 E 53
- I 53 LI Utilization of Temporary Employees. The reference to Article 24 is withdrawn since the Company abolishes the 912B procedure.
- I 54 LI Joint Review Committee (Article 24). This Committee is abolished since there no longer is a 912 procedure or a selection process when there are more than one applicant.
- I 55 LI Benefit Plans. Deleted since it has become obsolete with the implementation of the new Omniflex program. However, we do not have the Letter of Intent of November 8, 2005 on the Disability Benefit Plan.
- I 56 LI Class II Employees. Deleted since it referred to events that occurred in 1999. However, this Letter gave Class II Employees an opportunity to train for a Class I position.
- I 59 MA Employee Reclassification. The Company will reclassify 300 employees including 204 in Ontario and 96 in Québec.

## **Unresolved priorities and important demands**

1. Nothing about restoring fringe benefits for retirees.
2. Wage increases of 2%, 2%, 2% and 1.75% are insufficient and COLA disappears.
3. No reclassification mechanism for RPT or TPT employees.
4. No improvement in fringe benefits in general and the pension plan in particular.
5. No improvement in vacations.
6. No improvement in per diem allowances, premiums and differentials.
7. No compensation provided for the loss of the 2% Employee Savings Plan.
8. Nothing on the employment floor.
9. Work scheduling according to seniority.