

Board File No. 21046-C

In the matter of the *Canada Labour Code* (Part 1 - Industrial Relations) and an Application filed Pursuant to Section 65(1)

**MINUTES OF SETTLEMENT**

**BETWEEN :**

**COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA**

(the "Union")

-and-

**BELL CANADA**

(the "Company")

WHEREAS, the Union filed an application pursuant to Section 65(1) of the *Canada Labour Code* on March 29, 2000;

AND WHEREAS, the Union filed a revised and updated application on March 31, 2003;

AND WHEREAS, the Union alleged that certain employees listed in the application and the updated application were covered by the Collective Agreement;

AND WHEREAS, although the Company does not agree with the Union's allegations, it has agreed that the specific tasks as identified herein are properly assigned to members of the Craft and Services bargaining unit;

AND WHEREAS, the parties agree that this agreement shall not be used or relied upon in any way to interpret the scope of the Order of Certification issued by the

14/10/2012

local 25



- 2 -

Canada Labour Relations Board dated May 28, 1976, and amended January 5, 1983, December 20, 1985, and July 7, 1993;

NOW THEREFORE, the parties agree as follows:

1. The application and the related grievances are hereby settled on a without prejudice or precedent basis and the Union agrees to seek leave to withdraw its application in Board File No. 21046-C.
2. The terms of this agreement are limited to tasks that are required to be performed on the devices, transmission media, and network elements that carry telecommunications services for Bell Canada customers (hereinafter the "telecommunications network") that have been approved for general deployment in the following business units/departments:
  - i) Network Operations
  - ii) Customer Operations Enterprise, Quebec
  - iii) Customer Operations Enterprise, Ontario
3. The tasks identified below are recognized as bargaining unit work, and will be assigned to members of the Union:
  - i) OPERATING SYSTEMS
    - Installation of operating systems.
    - Install patches to operating systems.
  - ii) SOFTWARE APPLICATIONS
    - Install new versions.
    - Run batch jobs.
  - iii) SOFTWARE
    - Installation.

- iv) CONFIGURATION
  - Workstation hardware of HP, SUN, Cisco, and the like.
  - Disks hardware.
  - Other peripheral hardware (modem, fax, and the like)
- v) PREVENTIVE MAINTENANCE, meaning
  - Perform non-automated routine back-ups.
  - Monitor (surveillance) thresholds.
- vi) CORRECTIVE MEASURES/REPAIR
  - Perform hardware component repairs/replacement.
- vii) COMMUNICATIONS MANAGEMENT
  - Install physical links and equipment.

4. The following tasks are recognized as bargaining unit work:

- i) Service activation and trouble resolution, including notification to customer, in accordance with existing practices.
- ii) Enable and verify the connectivity of network elements (router, switch, PBX, etc.) and perform physical and logical configuration and turn device over to customer service.
- iii) Implementation of moves, adds or changes.
- iv) Configuration of equipment and troubleshooting for continuity of customer service and implementation of transmission/protocols using various internetworking equipment and remote test access.
- v) Test circuits between customer premises through the Company network.
- vi) Activate equipment to place customer circuits into service.
- vii) Initial problem determination and performance of tests to isolate circuit troubles.

- 4 -

- viii) Installation of hardware, including the insertion and replacement of common equipment and line cards.
- ix) Monitoring of alarm reporting systems to identify changes in customer service conditions and initiate action to resolve, including notification to the customer.

The Union agrees with the list of tasks set out in paragraphs 3 and 4 herein subject to the following qualifications:

- i) the list is not intended to be exhaustive; and
  - ii) the parties agree that certain management tasks may be delegated to the bargaining unit in certain circumstances.
5. In the event of an internal Company reorganization resulting in the transfer of the present operations of the business units/departments referred to in paragraph 2 to another business unit or department of the Company, this agreement shall continue to apply.
6. This agreement shall apply to tasks as defined in paragraphs 3 and 4 above once new products/services/technology have been approved for general deployment on the telecommunications network by the Company. The parties agree that discussions concerning such new products/services/technology may take place at the meetings referenced in the "Contracting Out" Letter of Intent dated May 18, 1999. The Union agrees that it shall not file a grievance pursuant to the grievance and arbitration procedures of the collective agreement, nor make an application pursuant to paragraph 15 herein, that alleges a breach of the parties' agreement that such discussions may be held. Information related to new products/services/technology that have been deployed is currently available on the Company Intranet.
7. It is understood that this agreement does not include operational support systems but is being entered into without prejudice to any position either party

- 5 -

may take in future proceedings that pertain to individuals performing work in relation to operational support systems. Nevertheless, the physical installation and repair of hardware on operational support systems in production environments will be assigned to members of the Union.

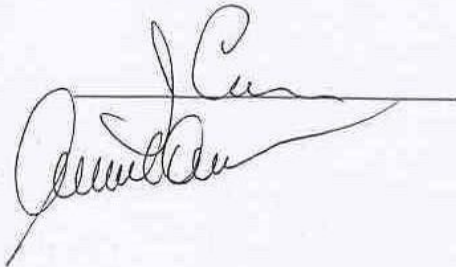
8. For the sake of clarity an operational support system is a distributed computing and data storage infrastructure, comprised of servers, computers and programmes that allow the service provider to perform any one or more of the following: order and keep track of network components; collect usage and billing; monitor; control; analyse; or manage problems within the telecommunications network. An operational support system may also provide desktop tools to allow end users (employees) to perform on-line tasks in the daily execution of their job functions in the Order Fulfilment and Service Assurance processes.
9. It is agreed that the term "customer" in paragraph 2 and 4 includes the Company itself.
10. In the event of a dispute relating to whether or not certain tasks or functions are properly bargaining unit work or are part of an operational support system, either party may utilize the grievance and arbitration procedures set out in the collective agreement.
11. The Company agrees that to the extent that its non-union employees are performing tasks that fall within the terms of this agreement it shall direct them to cease performing said tasks and assign the tasks to employees in the bargaining unit. The Company agrees that this direction shall be in writing and that the Union shall be copied. The Company agrees that it will make good faith efforts to complete the reassignment of work described herein by December 31, 2003.
12. The Union acknowledges that customers or vendors may require contractual terms that dictate that the tasks described above be performed by persons who are not Employees of the Company. Accordingly, in such circumstances, the Company is not required to assign the tasks to members of the Craft and

Services bargaining unit. However, insofar as tasks are performed by persons employed by the Company, they shall be performed by a member of the Craft and Services bargaining unit.

- 13. For the sake of clarity, it is expressly understood and agreed that no provision of this agreement is to be construed as modifying or creating any rights or obligations in the collective agreement or practices thereunder.
- 14. It is also expressly understood and agreed that the terms of this agreement apply only in respect of the operations of Bell Canada described herein and, without limiting the generality of the foregoing, the terms of this agreement do not extend to any other operations or entities such as Bell Mobility, Connexim or others and are without prejudice to any position either party takes with respect to any other operations or entities such as Bell Mobility, Connexim or others, and shall not be referred to or relied upon in any proceedings involving said entities or operations.
- 15. The parties agree that these Minutes of Settlement shall not be referred to or relied upon in any future applications or proceedings, save and except an application by either party to enforce the terms of the Settlement pursuant to the *Canada Labour Code*.

DATED at Toronto, this 27 day of August, 2003.

FOR THE UNION:



FOR THE COMPANY:

