

# COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF Canada (CEP) FTQ

And

### **BELL CANADA**

Collective bargaining 2007

Craft and services employees

Québec/Ontario

#### **UNION DEMANDS**

The Union reserves the right to add, withdraw or modify this project.

#### ARTICLE 1 RECOGNITION AND SCOPE

- 1. Include the agreement made on August 27, 2003 between Bell and the CEP as a Memorandum of Agreement in the collective agreement.
- 2. No manager will perform work under the jurisdiction of the bargaining unit.

#### ARTICLE 3 DEDUCTIONS

- 1. Check-off of union dues on each pay cheque.
- That mistakes related to pay and union dues check-off be the responsibility of the Company and that the Company be responsible for any penalties or losses suffered by Locals or individuals.

#### ARTICLE 4 UNION REPRESENTATION

- 1. 4.02c) Add that stewards and executive may deal with Union activities related to the collective agreement of other CEP certification units within their Local by using appropriate Compagnie paid codes according to Bell's 3908 forms.
- 2. Recognize the function of Union councellor and add language accordingly.

#### ARTICLE 5 TIME ALLOWANCE

- 1. Clarify the time allowed for union business.
- 2. Full-time leave for one health and safety representative per Local.

#### ARTICLE 9 DEFINITIONS

- 1. Establish a procedure to reclassify employees after a predetermined period.
- 2. Reclassify all regular part-time employees as regular full-time employees after 2 years.

- 3. Delete the terms "temporary part-time, regular casual, surplus employee, apprentice technician as well as all other job titles not used in the collective agreement.
- 4. Set a minimum force floor in each NST based on the figures as of October 1<sup>st</sup>, 2007.
- 5. All probationary periods are included in the calculation for reclassification as well as all continuous or non-continuous work periods.
- 6. Reclassify all employees who work the basic hours of a regular full time employee.

#### ARTICLE 10 SENIORITY

- 1. The union demands that seniority lost during strikes be reinstated for all employees.
- 2. Recognize seniority in the Bell family (bargaining unit).

#### ARTICLE 12 SAFETY AND HEALTH

- Modify Article 12.05
   Strike out amounts in paragraphs A and B and add according to employee's choice
- 2. Full reimbursement of all costs incurred with respect to safety equipment.

#### ARTICLE 13 DISCIPLINARY AND NON-DISCIPLINARY ACTION

- 1. As soon as the employee is notified of the subject of a Security interview, the steward will be allowed a 15-minute period with the employee. The employee will then be asked if he or she wishes that the steward be present at the interview.
- 2. That steward take part in a Secutity interview.
- 3. Each meeting between an employee and a representative of the Security Department must be treated as a Security interview.

#### ARTICLE 14 GRIEVANCES

1. Due to the numerous organizational changes in the Company, it has become necessary to revise the entire grievance procedure to adapt it to the new reality.

#### ARTICLE 15 ARBITRATION

- 1. The Union demands that the expedited arbitration option apply to all grievances rather than only to grievances on disciplinary measures (15.06).
- 2. Review the process and notice of arbitration.
- 3. That the cost of arbitration on non-disciplinary grievances be paid by the employer.

#### ARTICLE 16 TECHNOLOGICAL CHANGE

1. Review the impact of technological change without layoffs

#### ARTICLE 17 WAGE ADMINISTRATION

- 1. Substantial wage increase for each year of the collective agreement.
- 2. Change 17.11 to include that employees will be paid one day earlier when pay day falls on a statutory holiday.
- 3. Delete from Attachment "A" the five (5) first steps from the wage schedule.

#### ARTICLE 18 HOURS OF WORK

- 1. That the maximum number of hours that may be banked be increased to 150.
- 2. That overtime accumulate at the same rate as if it were paid.
- 3. That an employee scheduled to work on a holiday who is notified that he or she will not work on that day less than 4 days beforehand be paid for that day.

- 4. Increase to 75 the maximum number of banked hours for which an employee may be compensated in each year and that such compensation be paid in one (1) or two (2) payments according to the employee's choice.
- 5. Possibility of having a reduced schedule with no effect on pension.
- 6. All schedules most be established by seniority.
- 7. Increase the 4 days of notice to seven (7) days.
- 8. That more than one day per 8 weeks may be taken and that they may be consecutive.
- 9. Increase the differential for work in off-normal period.
- 10. Have the possibility for each employee to work 37.5 or 40 hours at the beginning of each 8-week period.
- 11. 18.22 Replace "12:01 AM" with "12:00 AM" and 5:59 A.M. with 6:00 A.M.
- 12. 18.23 Change to time and a half on Saturdays.
- 13. 18.26 Be paid at double-time rate for work on Sundays.
- 14. Increase minimum hours per week for part-time employees to 30.
- 15. Include premiums in the time that may be banked.

#### ARTICLE 19 OVERTIME

- 1. 19.05 All overtime paid double time.
- 2. Overtime assigned according to seniority.

#### ARTICLE 20 HOLIDAYS

- 1. Add an additional paid holiday between November and February.
- 2. That all statutory holidays be paid double time.

#### ARTICLE 21 ANNUAL VACATIONS

- 1. The Union requires improvements on entire Article.
- 2. Article 21.08. Delete the following part of the wording: "provided, however, that such schedules shall be arranged as to cause, in the judgment of the Company, the least possible interference with efficient performance of the work".

3.	21.02	5 years	4 weeks
		10 years	5 weeks
		18 years	6 weeks
		30 years	7 weeks
		35 years	8 weeks
		40 years	9 weeks
		45 years	10 weeks

4. Increase to 30% the number of employee who may take their vacation at the same time.

#### ARTICLE 22 TRANSFERS AND REASSIGNMENTS

- 1. Not to exclude from the transfer and reassignment procedure an inactive employee.
- 2. Delete Letter of Agreement on Job Swaps.
- 3. Company needs (BN) per "B" level per year 1 to 300 employees = 1 301 to 600 employees = 2 601 and over = 3

# ARTICLE 23 TRAVEL ALLOWANCE, LIVING AND TRANSPORTATION EXPENSES PAID

1. Substantially increase the per diem allowances, travel and living expenses.

### ARTICLE 24 912B, CAREER PATH AND JOB POSTING PROCEDURES

1. Improve 912 and job posting procedures, including possible transfer between Bell, BARC, BTS and Expertech bargaining units.

- 2. Combination technicians and term employees must be placed in a family, I/R or CO.
- 3. Not to exclude but let inactive employees remain eligible to 912 and job posting procedure.

#### ARTICLE 25 SICKNESS ABSENCE AND BENEFITS

- 1. Re-introduce retirement fringe benefits and a general improvement of fringe benefits.
- 2.Improve the pension plan in order to cease penalizing those hired after 1987.
- 3. Delete calculation differences between different status of employment (complete credit in weeks, not in days).
- 4. Authorize voluntary phased retirement.
- 5. Full pension after 30 years of service.
- 6. Include fringe benefits, the pension plan, the savings program and discounts in the collective agreement.
- 7. Reimburse the cost of medical papers when they are requested.
- 8. Reimburse the cost of laser eye surgery.

#### ARTICLE 26 MISCELLANEOUS WORKING CONDITIONS

Provide clothing allowance per year of the collective agreement.

#### ARTICLE 27 EMPLOYEE AND UNION INFORMATION

Adapt Article 27.05 to minimize impacts on employees.

#### ARTICLE 31 BEREAVEMENT LEAVE

1. 31.01 Add father, mother, brother and sister.

- 2. Modify Article so that only days or tours of duty scheduled be calculated for the bereavement leave.
- 3. 31.02 Delete "residing in the same permanent residence as does the employee".

#### ARTICLE 35 COST OF LIVING ALLOWANCE

- 1. Calculate the cost of living allowance annually.
- Delete the 2% maximum.
- 3. COLA for everyone.

#### ARTICLE 36 DURATION

1. The Union wants to achieve a collective agreement which will ensure security for its members.

Add new Article on training that should be offered on a voluntary basis, by seniority and during normal working hours.

### <u>Letter of intent on 90/10 Seasonal Leave with Income Averaging</u>

Change to a Memorandum of Agreement and allow to take vacation in the summer.

## MEMORANDUM OF AGREEMENT ON CERTIFICATION PREMIUM PROGRAM

Delete this Memorandum

## MEMORANDUM OF AGREEMENT ON ENTOURAGE TECHNOLOGY SOLUTIONS

Review the memorandum and correct the name to BTS.

#### MEMORANDUM OF AGREEMENT ON THE POTENTIAL SALE OF BUSINESS

Re-activate this memorandum of agreement for the duration of the next collective agreement and adjust dates accordingly.

#### LETTER OF INTENT ON CONTRACTING OUT

Include in the collective agreement.

#### LETTER OF INTENT ON HOME DISPATCH

1. Delete this Letter if unable to make it viable.

#### LETTER OF INTENT ON FREEZING OF GRIEVANCES

Delete this letter.

Revise language of whole collective agreement to adapt to to-day's reality.