

IN THE MATTER OF AN ARBITRATION

BETWEEN:

BELL CANADA

(The “Company”)

-And-

UNIFOR

(The “Union”)

**Grievances Re: Assignment of Work
(Craft and Services Collective Agreement)**

ARBITRATOR: CHRISTINE SCHMIDT

APPEARANCES FOR THE COMPANY:

Shaffin Datto - Counsel
Gabriel Coutu – Director, Labour Relations

APPEARANCES FOR THE UNION:

Daniel Daigle – Counsel
Clayton Nunn – National Representative

A hearing in this matter was held via videoconference on May 20, 2025 and in person on July 9, 2025.

AWARD

1. Pursuant to a Letter of Agreement titled "Assignment of Work" dated November 13, 2024 that is attached to the Collective Agreement between the Company and the Union regarding Craft and Services Employees effective November 29, 2024, I was appointed as arbitrator to determine a dispute between the parties regarding two issues:

- (1) Whether the Company has the ability to assign work to bargaining unit employees regardless of their function, family, occupational title or position covered by the Collective Agreement; and
- (2) If the answer to question (1) is affirmative, how employees who perform work associated with different occupational titles or positions should be compensated.

2. The Company's position is that the Collective Agreement allows for the assignment of any type of bargaining unit work to any employee irrespective of function, family, occupational title or position covered by the Collective Agreement.

3. The Union took the position that the Company did not have the unilateral right to assign employees duties associated with different functions, families, occupational titles or positions. In the alternative, the Union argued that employees assigned said work should be paid at the higher "Wage Schedule A" rate.

4. I am sympathetic to the Union's position, however, the parties are agreed that there are no express limitations in the Collective Agreement preventing the Company from assigning work to employees in the manner contemplated by the Company .

5. In the result, the first question is answered in the affirmative. This is, of course, subject to the implied limitation that the Company cannot exercise its managerial rights in a manner that is arbitrary, discriminatory, or in bad faith.

6. In relation to the second question, a dispute emerged about whether certain positions were correctly assigned to Wage Schedule A or B. The Company provided me

with a document attached to my Award at Appendix A identifying certain positions that are currently assigned to Wage Schedule A and B. The Company asserted that this list accurately reflects the current *status quo* of positions established by the Company since 2012. In contrast, the Union contended that those positions were never fairly evaluated or placed on the appropriate wage schedule.

7. There is no dispute between the parties that these positions have been assigned to the corresponding wage schedule since 2012. Additionally, the parties have engaged in negotiating amendments to the existing wage schedule and have ratified three renewal collective agreements since that time. Consequently, I am unable to accept the Union's position. I find that the positions in Appendix A are correctly assigned to the corresponding wage schedules.

8. Following these determinations, I expressed to the parties that the answer to the second question was best left to them as a matter of negotiation. The parties then agreed to engage in mediation/arbitration pursuant to section 60 (1.2) of the *Canada Labour Code*, which resulted in mediated Minutes of Settlement ("MOS"). On consent, the MOS are incorporated into my Award in Appendix B.

9. There may be a disagreement between the parties regarding which grievances the instant reference was intended to resolve. With the benefit of my decision and the Minutes of Settlement, I remit that issue to the parties for determination and remain seized with the implementation of this Award.

Dated at Toronto this 29th day of July 2025.



Christine Schmidt, Sole Arbitrator

APPENDIX A

Wage Schedule	Organization	Position Titles
A	BRE	Senior Facility Technician
A	Field	Training Development & Delivery Cable Technician
A	Field	Training Development & Delivery Central Office Technician
A	Field	Test Center Business Assurance/Provisioning SME & Training devel. and delivery Tech
A	Field	Combo Technician - Nunavik
A	Field	Training Development & Delivery Business Technician
A	NTWK	Switching Network Support Technician
A	NTWK	VoIP-UC Service Operations Technical Analyst –Technician
A	NTWK	911 Network Operational Center L2 Technician
A	NTWK	Transport Network Support Technician
A	NTWK	IP Network Support Technician
A	NTWK	Broadband Access Network Support Technician
A	NTWK	Broadband Access Network KMTS/DMTS Support Technician
A	NTWK	WVOC Wireline Video Operational Center Support Technician
A	NTWK	[Title to be added in connection with the arbitration award dated 4/25/25]
B	BRE	Building Operation Center (BOC) Technician
B	Field	Help Desk Technician - Managed Services
B	Field	ATS/CMO (Server) Technician
B	Field	Bus Technician (Voice, Internet, IPTV)
B	Field	Central Office Technician
B	Field	Cable Repair (Copper-Fibre- Air) Technician
B	Field	Technology Electronic Bell (TEB) Technician
B	Field	Test Center Bus Assurance Technician
B	Field	Test Center ICN/SSC Technician
B	Field	Test Centre Air Desk SME Technician
B	Field	Test Centre Discovery/ANDC Technician
B	Field	Test Center Bell Total Connect (VoIP/BTC) Technician
B	Field	Test Centre Voice/Internet/IPTV SME Technician
B	Field	Test Center Quality Assurance Technician
B	Field	Support Team ORS SME Technician
B	Field	Support Team Data/Mega/LAN SME Technician
B	Field	Support Team Central Office SME Technician
B	Field	Support Team Bus (Voice, Internet, IPTV) SME Technician
B	Field	Support Team Cable Repair SME Technician
B	NTWK	Network Transport Commissioning / Provisioning Technician
B	NTWK	Network Change Management Technician
B	NTWK	INOC IP Network Operational Center Technician

B	NTWK	SNOC Switching Network Operational Center Technician
B	NTWK	TNOC Transport Network Operational Center Technician
B	NTWK	BBNOC Broadband Network Operational Center Technician
B	NTWK	WVOC Wireline Video Operational Center Technician
B	NTWK	911 Network Operational Center Technician
B	NTWK	Switching Translations Technician
B	NTWK	IXCRTS Switching Translations Technician
B	NTWK	Television Operational Center (TOC) Technician
B	NTWK	Broadcast Field Technician
B	NTWK	Managed Infrastructure Services - Security Technician
B	NTWK	Managed Infrastructure Service for Network (MISN) Technician
B	NTWK	Managed Infrastructure Service for Voice Technician
B	NTWK	Private Branch Exchange (PBX) L2 Support Technician
B	NTWK	Managed Infrastructure Service Tools Development & Support Technician
B	NTWK	SS7 Network Operational Center Technician
B	Field	Help Desk Technician
B	Field	ATS/CMO (Server) Help Desk Technician
B	Field	Central Office Frame Technician
B	Field	Test Center Cable Repair Technician
B	Field	Test Center Voice/Internet/FibeTV Technician
B	Field	Test Center Business Voice Technician
B	Field	Field Mobile Devices Help Desk Technician

APPENDIX B

MINUTES OF SETTLEMENT

BETWEEN:

UNIFOR

(the “Union”)

and

Bell Canada

(the “Company”)

WHEREAS, pursuant to the Letter of Agreement titled Assignment of Work (the “LOA”) which is attached to the collective agreement between the Company and the Union (collectively the “Parties”) regarding Craft and Services Employees effective November 29, 2024 (the “Collective Agreement”), the Union referred grievances regarding this matter to arbitration;

AND WHEREAS, pursuant to the LOA, Arbitrator Christine Schmidt was appointed to hear this matter;

AND WHEREAS, a hearing in this matter was held on May 20, 2025 and Arbitrator Schmidt made certain determinations as set out in her Award (the “Award”);

AND WHEREAS, Arbitrator Schmidt directed the Parties to resolve the issue of how employees hired on or after December 1, 2012 who perform work associated with different functions, family, occupational titles or positions would be compensated; and the Parties agreed to engage in mediation with the assistance of Arbitrator Schmidt to resolve this issue;

AND WHEREAS, the Parties were able to reach a resolution and agreed to fully and finally settle all matters related to the LOA.

NOW, THEREFORE, the Parties agree as follows:

1. The preamble forms an integral part of this settlement.
2. The LOA is superseded by these Minutes of Settlement (“MOS”).
3. The Parties agree to jointly identify all grievances covering the matters resolved by the Award that were filed prior to the date of same. If the subject matter of a grievance is entirely

resolved through the operations of these MOS, the Union will promptly withdraw such grievance.

4. Pursuant to the Award and subject to the terms of these MOS, the Parties agree that the Company can assign, in whole or in part, any type of bargaining unit work, to any employee regardless of function, family, occupational title or position in addition to or in lieu of their regular work. For example:
 - (i) the Company can assign the work associated to a position that corresponds to Wage Schedule A to a different position that corresponds to Wage Schedule A. For example, the Company can assign the job duties of a VoIP-UC Service Operations Technical Analyst –Technician to a 911 Network Operational Center L2 Technician.
 - (ii) the Company can assign the work associated to a position that corresponds to Wage Schedule B to a different position that corresponds to Wage Schedule B. For example, the Company can assign the job duties of a Bus Technician (Voice, Internet, IPTV) to a Central Office Technician.
 - (iii) the Company can assign the work associated to a position that corresponds to Wage Schedule A to a different position that corresponds to Wage Schedule B. For example, the Company can assign the job duties of a IP Network Support Technician to a INOC IP Network Operational Center Technician.
 - (iv) the Company can assign the work associated to a position that corresponds to Wage Schedule B to a different position that corresponds to Wage Schedule A. For example, the Company can assign the job duties of a INOC IP Network Operational Center Technician to a IP Network Support Technician.
5. The Parties hereby acknowledge and agree that the practice of “cross-skilling” - defined as the training of employees for skills outside of their primary position (“primary position” refers to the type of work (also known as “market”) in which an employee is scheduled a majority of the time) - will be implemented in alignment with the Company’s operational needs. In executing cross-skilling initiatives, the Company recognizes the importance of seniority as the primary criterion for selecting employees for training opportunities whenever practical and feasible.
6. The Parties agrees that the employee’s primary position will govern their entitlements under the Collective Agreement. For example, the employee’s primary position will dictate their entitlements for the purposes of force adjustment and vacation scheduling under the Collective Agreement. Nothing herein will impact the Company’s obligations pursuant to Article 22 and 24 of the Collective Agreement.
7. The Parties agree that when an employee who holds a position that corresponds to Wage Schedule A performs, in addition to or in lieu of their regular job duties, the job duties, in whole or in part, of a different position(s) that corresponds to Wage Schedule A or B, the

employee will continue to be paid pursuant to Wage Schedule A. The Parties further agree that an employee who has been or will be reclassified to a higher wage schedule in accordance with the Memorandum of Agreement titled "Wage Schedule Ratio" will be paid pursuant to Wage Schedule A.

8. The Parties agree that when an employee who holds a position that corresponds to Wage Schedule B performs, in addition to or in lieu of their regular job duties, the job duties, in whole or in part, of a different position(s) that corresponds to Wage Schedule B, the employee will continue to be paid pursuant to Wage Schedule B.
9. The Parties agree that when an employee who holds a position that corresponds to Wage Schedule B performs, in addition to or in lieu of their regular job duties, the job duties of a different position(s) that corresponds to Wage Schedule A the employee will be paid on the next highest Step of Wage Schedule A for the shift in which said employee performed said job duties. For example, an employee at Step 8 of Wage Schedule B would be paid at Step 9 of Wage Schedule A during the relevant shift.
10. The Parties agree that when work is assigned pursuant to Paragraph 4 above, the Company will not have to complete Form BC4986. However, when employees are scheduled to perform the job duties of a different primary position for a full 8 week schedule or more, the Company will complete Form BC4986. The Company will provide the Union with a list of the skills for which employees in Field Operations have been cross-skilled every 6 months.
11. The Parties agree that if the Union believes the Company breached these MOS, the National Representative of the Union will request a meeting with the Director of Labour Relations of the Company prior to filing a grievance. The meeting shall be scheduled within 20 business days and will be attended by the National Representative, the impacted Local President and a limited number of Company representatives. If the Parties cannot resolve the matter at the meeting or shortly thereafter, the Union may file a grievance and immediately refer that grievance directly to arbitration (without having to go through Step 1 and 2) pursuant to Article 15 of the Collective Agreement.
12. The Parties agree that Arbitrator Christine Schmidt will remain seized to deal with any disputes that may arise concerning the interpretation of these MOS.

Signed this 16th day of July 2025.

For the Company:



Gabriel Coutu
Director, Labour Relations

For the Union:



Clayton Nunn
UNIFOR, National Representative