



**COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
(CEP)**

BARGAINING ISSUES

**Craft and Services Employees
Expertech Network Installation**

Presented to Expertech Network Installation

September 27, 2011

1. Recognition and Scope

- a) The Company agrees to recognize the Union, through its National Officers and its bargaining committee, as the sole collective bargaining agent for employees covered by this agreement.
- b) The work covered by the Agreement shall be assigned solely to members of the bargaining unit.

2. Discrimination

- a) Include psychological harassment and physical appearance. (Art. 2.03)

3. Deductions

- a) The Company will process regular dues deductions at each pay period. (Art. 3.02)

4. Union Representation

- a) The Company recognizes the status of “Union Counsellor.” (Art. 4)

9. Definitions

- a) Amend Article 9.01(b), 2nd paragraph: “A Temporary Part-Time employee, upon accumulating 6 months of work, shall be reclassified to Regular Full-Time status in the same occupation and location.”

10. Seniority

- a) An employee’s seniority will prevail over other considerations.
- b) Leave such as “TGP, HMP, HDP and others” will be granted on the basis of seniority in the same manner as vacation.

11. Force Adjustment

- a) Introduction of a minimum employment level (employment floor).



12. Safety and Health

- a) Modify Article 12.05 (a): *“the full cost of one pair of safety boots and/or one pair of overshoes to fit safety boots...”*
- b) Modify Article 12.05 (b): *“the full cost of one pair of safety shoes and/or one pair of overshoes to fit safety shoes...”*
- c) For the winter season, the employer shall provide coveralls, overalls, jackets and winter boots of good quality.
- d) The Company recognizes the important role played by the union counsellor in the prevention and rehabilitation of addiction.

13. Disciplinary and Non-Disciplinary Actions

- a) The Company will follow a gradual progression in the application of reprimands.

14. Grievances

- a) Modify Article 14 to provide for an expedited procedure, i.e. only one step. If the grievance is not settled at this step, the Union can refer the grievance it to the arbitration procedure.

15. Arbitration

- a) The parties will agree annually on the choice of four (4) arbitrators per province.

17. Wage Administration

- b) See Appendix C.

18. Hours of Work

- a) Modify Article 18.02, 2nd paragraph as follows: *“The basic hours of work per week for a full-time employee shall be 35 hours per week...”* (Paid at the current weekly salary)
- b) Modify Article 18.06: *“No employee shall, without his consent, be required to work more than 10 consecutive tours.”*
- c) Increase the number of days of notice to ten (10) for articles 18.09, 18.16 and 18.17.



- d) Increase the pay differential in Article 18.18.
- e) Modify Article 18.20: *“An employee whose shift starts or ends between 12:01 A.M. and 5:59 A.M. shall be paid a differential equal to 10% of his hourly salary, in addition to...”*
- f) Employees who work on a night or evening tour of duty shall receive a higher hourly rate of pay.
- g) No employee will be required to travel outside of their regular work week.
- h) Travel time will be included in the basic hours of work.
- i) Employees will be paid overtime for time spent travelling outside of their normal hours of work.

19. Overtime

- a) Modify Article 19.02 (a): *“in excess of two (2) hours per employee in one week.”*
- b) Modify Article 19.14 (c): *“Banked time off in lieu of overtime payment shall be scheduled at the request of the employee...”*
- c) Overtime will be assigned on the basis of seniority.
- d) At the request of the employee, the Company will grant one week of compensatory time off.
- e) The Company will implement a formula allowing employees to accumulate 15 days of leave annually.

20. Holidays

- a) Add the following holidays:
 - 1- Family Day
 - 2- Mental Health Day
- b) Employees will be able to take banked time off and/or compensatory time off between Christmas and New Year’s Day.



21. Annual Vacation

- a) Increase the minimum number of employees who can take their vacation at the same time.
- b) Vacation selection will be carried out by seniority, by job title and by headquarters.
- c) Increase vacation time:
 - 1 year: 3 weeks
 - 10 years: 4 weeks
 - 18 years: 5 weeks
 - 25 years: 6 weeks
 - 30 years: 8 weeks
- d) Delete the asterisk (*) in Article 21.02.

22. Transfers and Reassignments

- a) Transfers and reassignments will be done on the basis of seniority within the job family of the reporting centre concerned.
- b) Delete the notion of functional group in articles 22 and 23.
- c) Introduce the notion of jobs for the selection of employees for transfers and reassignments.
- d) Delete the notion of special projects of the collective agreement.
- e) Add a provision entitling an employee who has been transferred and/or reassigned to return to his regular reporting centre and/or job location or headquarters if the Company undertakes to replace his position with other employees or contractors.
- f) Technicians on temporary assignment **as** managers can not **re**join the bargaining unit.
- g) Modify article 22.05: *“Ten days notice shall normally be given”*

23. Travel Allowance, Living Expenses and Transportation Expenses Paid

- a) Increase the per diem allowance to \$100.00 per day. (Art. 23.08)



- b) Modify Article 23.07: *“Ten days notice shall normally be given...”*
- c) Modify Article 23.12 to provide for travel time to and from home for periodic trips to be included in the employee’s basic hours of work.
- d) The Company cannot replace a periodic trip to or from home by cash or any other form of compensation.
- e) The Company will compensate employees for any negative tax consequences arising from an out-of-province transfer.
- f) Increase the travel/kilometrage allowance to \$0.50.
- g) Modify Article 23.18: *“... If working more than 72 airline km from his reporting centre, an employee shall have the option of returning to his reporting centre or remaining at the location where he is working.”*
- h) Modify Article 23.14: *“The Company shall pay the equivalent of a taxi fare if the employee uses his own vehicle. In addition, the employee shall be reimbursed for the distance in kilometres and travel time shall be included in his basic hours of work.”*

24. Job Posting Procedures

- a) Modify Article 24.01 (a) (iii): *“... for a period of 12 consecutive months.”*
- b) Strike Article 24.10.
- c) In the case of the departure of a regular full-time employee for whatever reason, the same position will be filled by means of a job posting.
- d) To offset the precarious status of temporary employees, the Company will post regular full-time positions to allow temporary employees to access regular full-time positions.

25. Sickness Absence and Benefits

- a) Restore the same benefits to what they were before ratification of the last collective agreement and index them to the cost of living.
- b) Modify Article 25.01 (a) and (c): *“...shall be paid at one hundred percent (100%) of the employee’s basic rate...”*
- c) The Company will pay for the total cost of the benefits plan.
- d) Improve core dental coverage so that the rate for the reimbursement of costs is based on the current year.



- e) That the reimbursement of expenses be the same for dependents as for those granted to employees.
- f) Improve the drug insurance plan to reflect today's costs.
- g) The Company will refund the full cost of eye examinations.
- h) Increase the coverage of vision care to \$500.00 every two years.
- i) Update the annual maximum for benefit claims.
- j) A doctor's note will only be requested if the employee requires benefits.
- k) The Company will pay for all doctor's notes and/or forms requested.
- l) Bring the disability period back to 52 weeks instead of 26 weeks.
- m) Include the verbatim of benefits in the collective agreement.
- n) Include post-retirement benefits coverage in the collective agreement.
- o) Increase the coverage of post-retirement benefits to the cost of living.
- p) That benefits remain at all times.

32. Authorized Leave

- a) At the request of the employee, the Company will grant unpaid compassionate leave or leave for family responsibilities.

34. Bargaining Procedure

- a) Increase the number of bargaining representatives from six (6) to eight (8).

Attachment A

- a) Abolish/eliminate the class system.

Attachment C

- a) Wage rates will be on par with the current wage rates of Bell Canada technicians.
- b) Substantial annual increase.



- c) Cost-of-living allowance (COLA): To retain purchasing power, increase wages by the same percentage as the Consumer Price Index (CPI).
- d) The Company will pay, in advance, any tax and/or other deduction that the employee is required to pay upon transfer to another province, in such a way that no loss is incurred by the employee.
- e) Progression in the wage scale every six (6) months.

Retirement

- a) Improve the defined benefit plan (percentage upon retirement) and make the corresponding improvement in the DC pension plan; parity between new and senior employees.
- b) Improve the early retirement offer for technicians aged 50 and over.
- c) Preserve retirement benefits.
- d) That all premiums and/or bonuses be considered in calculating the pension amount.

Memoranda of Agreement and Letters of Intent

- a) Home dispatch: Strike the paragraph mentioning the “30 minutes” of travel time.
- b) The letters of intent form an integral part of the collective agreement.
- c) Modify the letter of intent on contracting out to make it a memorandum of agreement.
- d) Create a memorandum of agreement restricting contracting out.
- e) Modify the letter of intent regarding “assignment of overtime on callouts and on a day outside an employee’s scheduled work week (i.e., Sixth day)” to make it a memorandum of agreement.
- f) Modify the letter of intent regarding “Seasonal leave with income averaging” to make it a memorandum of agreement
- g) At the request of the employee, the Company will allow him to take a seasonal leave with income averaging.



Miscellaneous

- a) Have the option of selling BCE shares without losing the percentage paid by the Company to the employee.
- b) Build bridges between Expertech and companies in the Bell family to facilitate workforce mobility.
- c) That the Company deposit two (2) cents per hour worked per employee in a CEP fund for union education leave.

Note: The Union reserves the right to amend these demands or to formulate new demands during bargaining.

