

2009 Negotiations

between

CEP Ontario Region



and

Bell Technical Solutions

Full List of Demands

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Article 5 – Union Officers

- 1. Article 5.06: Amend to increase to two (2) employees.**



Article 8 – Definitions

1. **Article 8.03: Amend to the following sentence “Temporary Employees will be reclassified to Regular Part-Time after working a total of 104 weeks with at least one day of work in each week”.**



Article 9 – Seniority

- 1. Article 9.01 (a): Amend to read “Seniority for all employees is equal to the length of service accumulated from the original date of hiring.”**

- 2. Article 9.01 (c): Delete**

- 3. Article 9.02 (b): Delete**

- 4. Article 9.04: Amend to change from “temporary transfer of more than fifteen (15) days” to “temporary transfer”.**

- 5. Article 9.05: Amend to change “per calendar year” to “during the term of the collective agreement”.**



Article 11 – Health and Safety Committee

- 1. Include the terms of reference for the Health and Safety Committee into the collective agreement.**

- 2. Article 11.03 (b): Delete**

- 3. Article 11.04: Amend to change from “act” to “code”**

- 4. Article 11.05: Amend to insert “qualified” before “union steward”**



Article 12 – Disciplinary or Non-Disciplinary Action

- 1. Add new clause to read : “ prior to the issuance of discipline, a meeting will take place between the employee’s union representative and the manager to discuss the reasons for the discipline.”**

- 2. Add new clause to read: “Disciplinary action must take place within thirty (30) days of an incident.”**



Article 16 – Hours of Work

- 1. Article 16.07 (a): Amend to change from “twenty four (24) hours” to “thirty two (32) hours”.**

- 2. Article 16.07 (b): Amend to read “When assigning additional hours of work the Company will give priority to regular part-time employees before offering such hours to temporary employees”.**

- 3. Article 16.09 (a): Amend to read “The Company shall determine the hours of work per day and days per week for all temporary employees and such hours shall not exceed eight (8) consecutive hours per day.”**

- 4. Article 16.11: Amend to add “The eight (8) week schedule shall be made available to the team one month in advance.”**

- 5. Article 16.13: Amend to read “The choice of hours of work and days of work shall be established by the team. If the team is unable to come to an agreement, seniority shall apply.”**

- 6. Add new clause to read: “Following each pay period, the Company will provide to designated Local stewards a list which identifies all hours worked, including identifying the shifts worked during the previous two week period.”**



Article 16 – Hours of Work cont’d

- 7. Add new clause to read: “Regular Part-Time employees shall be entitled to two consecutive days off each week.”**

- 8. Article 16.16 (b) to read: “No regular part-time employee shall be scheduled on more than five (5) weekends (Saturday or Sunday) in an eight (8) week schedule period as specified in Article 16.11.”**

- 9. Article 16.18 (a): Add the following sentence “If the Company is offering overtime, employees may choose to take a 30 minute lunch.”**



Article 17 – Overtime

- 1. Article 17.01, preamble: Amend to read “Overtime for all employees means the hours worked:”**

- 2. Article 17.02: Delete.**

- 3. Article 17.03, first sentence: Amend to read “Overtime hours are to be offered to volunteer employees by seniority.”**

- 4. Article 17.05 (a): Amend to read “Be paid his normal hourly rate of pay multiplied by two times for each overtime hours worked”.**

- 5. Article 17.05 (b): Amend to read “Accumulate hours in a compensating time off bank at the rate of two hours for each overtime hour worked up to a maximum of three hundred (300) hours banked.**

- 6. Article 17.06 (a): Amend to read “Overtime hours accumulated in the compensating time off bank may be used by an employee at any time, provided that two (2) weeks notice has been provided to the Company.”**

- 7. Article 17.06 (c): Amend to delete “twice per calendar year”.**



Article 18 –Statutory Holidays

- 1. Article 18.01: Amend to include Family Day as a recognized holiday.**

- 2. Article 18.03: Amend to remove “regular”.**

- 3. Article 18.05: Amend to remove “full-time”**

- 4. Article 18.06: Delete**

- 5. Article 18.07: Delete**

- 6. Article 18.08: Delete**

- 7. Article 18.09: Delete**

- 8. Article 18.10: Delete**

- 9. Article 18.11: Delete**



Article 19 – Annual Vacations

1. Article 19.04 (a): Amend table as follows:

Less than one (1) year	one day per month with a maximum of ten (10) days paid at four percent (4%) of gross salary earned during the preceding year.
One (1) year but less than ten (10) years	3 weeks or 6% of gross salary, whichever is greater
Ten (10) years but less than eighteen (18) years	4 weeks or 8% of gross salary, whichever is greater
Eighteen (18) years but less than twenty-five years	5 weeks or 10% of gross salary, whichever is greater
Twenty-five (25) years or more	6 weeks or 12% of gross salary, whichever is greater

2. Article 19.04 (b): Amend to replace “twenty-four (24)” with “forty (40)”.

3. Article 19.08: Amend to remove all references to “regular”.

4. Article 19.08: Amend to replace “Team Territory” with “Common Locality”.

5. Article 19.09: Amend to read “Two weeks of vacation shall be scheduled and taken in the reference year. Employees shall be entitled to carry-over any additional vacation to the following year”.



Article 19 – Annual Vacations cont'd

- 6. Article 19.13: Amend to read “Unless there is an agreement to the contrary between an employee and his operations manager, vacations shall be taken in blocks of five (5) days, and shall include the weekends before and after.”**

- 7. Article 19 – add new clause to read “Temporary Employees shall be included on the vacation schedule.”**

- 8. Article 19 – Clarify that summer vacation limits of three (3) weeks apply only to months of June, July, and August.**



Article 20 - Permanent Transfer Procedure

- 1. Define a transfer as a move between transfer territories.**

- 2. Article 20.03: Amend to read “In the case of a temporary transfer, the senior qualified volunteer within the team shall be chosen. In the event there is no volunteer, the company shall transfer an employee qualified to do the job having the least seniority within the team.”**

- 3. Article 20.04 (New): “A temporary transfer shall be defined as work by an employee in a transfer territory other than his own, even for less than a full day.”**



Article 21 – Transportation Allowance and Living Expenses

- 1. Article 21.01 and 21.02 (a): Amend to increase the daily allowance to sixty five dollars (\$65.00) with \$10.00 for breakfast, \$20.00 for lunch and \$35.00 for dinner.**

- 2. Article 21.02 (a): Amend to replace “100 km” with “50 km”.**



Article 22 – Sickness Absences and Benefits

- 1. Article 22.01 (a) (New): A regular employee who is absent due to sickness shall be paid his regular hourly rate for each day of continuous absence from scheduled assignments prior to the 8th full calendar day of absence.**

- 2. Article 22.01 (b): On the 8th calendar day of absence due to illness, the regular employee shall be paid in accordance with the Benefits Plan.**

- 3. Article 22.02 (amend): A regular employee who is absent from work for part of his scheduled day because of sickness shall be paid at his regular hourly rate for the full day.**

- 4. Article 22.03: Amend to replace “The Group Retirement Savings Plan” with “The Bell Canada Defined Contribution Pension Plan”.**

- 5. All Benefits to be paid 100% by the Company for all employees.**

- 6. Improvements to benefits for all employees including in particular:**
 - increase to \$250 for vision care**
 - include laser surgery**
 - include orthodontics**
 - include massage therapy**



Article 22 – Sickness Absences and Benefits cont'd

- 7. The Company to make up for any shortages in pay when the insurance supplier has cut members off of disability benefits.**

- 8. BTS to fund a bed at Newgate 180 treatment facility on a permanent basis.**



Article 27- Bereavement Leave

- 1. Add a new provision that would entitle employees to take an unpaid leave of absence following bereavement leave.**

- 2. Article 27.01, 27.02, 27.03, 27.04: Delete “regular”**

- 3. Article 27.05: Delete**



Article 28 – Pregnancy and Parental Leave

- 1. Company to top up pay to 100% during E.I. maternity and parental leave.**



Article 30 – Bargaining Procedure

- 1. Article 30.01: Amend to replace “Two (2) bargaining agents” with “Three (3) bargaining agents”.**

- 2. Article 30.02: Amend to replace “Six (6) representatives” with “One (1) representative for each local”.**



Article 31 – Duration

- 1. Article 31.01 – Amend to replace “May 6, 2009” with “May 6, 2012”.**



Appendix A

- 1. Provide percentage wage increases in each year of the agreement so that the top rate for technicians will reach the current top rate for Bell Canada Class II Technicians of \$28.94.**

- 2. Remove the wage schedules for Temporary Technicians and Temporary Cable Pullers.**

- 3. Remove the wage schedules for Regular Full-time and Regular Part-Time Cable Pullers.**

- 4. All Temporary Technicians and Cable Pullers to be transferred to the wage schedule for Regular Full-Time and Regular Part-Time Technicians.**

- 5. All Temporary and Regular Cable Pullers to be reassigned as Technicians.**

- 6. Add Material Handler position to the collective agreement with appropriate job description and placed on the Technician wage schedule.**

- 7. Amend the wage schedule to provide for accelerated advancement to the top rate of pay.**



Appendix B

- 1. Redefine the Common Locality in 705 to make North Bay a single locality.**

- 2. Redefine the Common Locality in 705 to make Sudbury and Espanola a Common Locality.**



Letters of Intent

- 1. LOI # 2, Point 2. – Amend to delete “in excess of one (1) hour”.**

- 2. LOI # 8 – Amend to allow for two (2) weeks vacation during the summer period when on a 90/10 Seasonal Leave**

- 3. LOI # 8 – Amend to replace “regular full-time” with “regular”.**



New

- 1. Implement a system of premiums to be paid when working evenings, nights and weekends.**

- 2. When a regular employee vacates a position through attrition or transfer, the position will be backfilled by seniority through reclassification within the Service Territory.**

- 3. A minimum of 75% of bargaining unit employees within each service territory must be made up of regular employees.**

- 4. Amend all areas of the collective agreement to ensure all of the minimums of the employment standards act are reflected in language.**

The Union reserves the right to add to or amend the above list of demands

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