



Communications, Energy & Paperworkers Union of Canada

BARGAINING / CONCILIATION HIGHLIGHTS

Bell Clerical and Associated Employees

November, 2009



Important, improvements reached through conciliation appear in ***bold***.

1. Job Security

- a) Improvements to the Memorandum of Agreement on Outsourcing/Contracting-out
- Upon signing of the collective agreement, 972 employees who were not protected by the MOA will be now covered by the MOA
 - ***The following sentence has been added to the Memorandum preamble: « The Company's preference is to maintain employment internally ».***
 - ***Added in the MOA preamble: The parties agree that before Bell Canada outsources or contracts out any work, the Company will meet with the CEP to discuss, review and exchange on issues associated with outsourcing or contracting out.***
 - ***Paragraph #3 is modified as follows: Parties agree that in situations where differences concerning the interpretation or application of this MOA arise, the grievance shall be processed through expedited arbitration.***
- b) Improvement of the displacement procedure and integration of the process into the collective agreement.
- An employee with 25 years or more will have the option to displace an employee with less than 25 years.
 - An employee with less than 25 years will have the option to displace under 8 years NCS only
 - Employees who displace must be qualified to perform the work and be productive within 60 calendar days of refresher training.
 - An employee who elects to displace (successfully or not) will benefit from the same severance package as any employee declared surplus.
- c) Improvement of article 24.03 in order to include minimum guaranteed hours into the collective agreement.
- 7.5 hours per week for a Temporary employee with less than 6 months NCS.
 - 11.25 hours per week for a temporary employee with 6 months NCS and more.
 - 15 hours per week or 30 hours per pay period for a Regular Part-Time employee.
- d) ***Creation of a Letter of Intent on site consolidation:***
- ***As a result of site consolidation and after considering those employees relocating to the receiving site, the company shall post internally the number of jobs that will be required to perform the workload at the receiving site.***



2. Compensation

a) *Wages:*

- *1.5% as of November 1st 2009*
- *2.1% as of June 1st 2010*
- *2.1% as of June 1st 2011*
- *2.1% as of June 1st 2012*

b) Preservation of the frozen rate of pay. Employees covered by this MOA will receive a lump sum payment of \$500 for every year where their salary will remain frozen.

c) Employees under profile 525 (Client representative – Consumer Market) will have to choose one of the following options:

- Maintain the frozen rate of pay and integrate the VPIP with a possibility of earning 5.5% of their base salary;
- Renounce the frozen rate of pay and integrate the salary group related to the profile. Integrate VPIP with a possibility of earning 12% of their base salary.

d) Integration of 2 profiles into the VPIP:

- Employees on the Revenues and Assets Recovery profiles for the consumer and SMB markets (profile 518 and 541), will be moved to the VPIP effective within three (3) months of the date of signing of this agreement.

e) *Pay equity:*

- *Reinforcement of the Settlement Agreement concluded on August 30th 2002 with respect to the pay equity in accordance with the Canadian Human Rights Act. The Company and the Union agrees that the Profile Joint Committee will be re-named the Joint Pay Equity Committee. The mandate of the committee will be to continue to discuss means for the parties to continue to ensure pay equity within the Company for the members of the Clerical and Associated Employees.*

f) Improvement – The differential for work in off-normal period will increase to \$0.75 per hour.

g) Improvement – Banking time will be an option for the following premiums:

- Premium pay for change in tour of duty
- Premium pay for consecutive Saturdays worked
- Sunday premium pay
- Christmas Eve and New Year's Eve – Special compensation



- h) Improvement of article 21.06
 - The promotion pay treatment will come into effect after a full tour of duty is completed.
 - An employee who is temporarily assigned to a job in a higher salary group and whose assignment is confirmed (the assignment becomes permanent) will keep the rate of pay acquired during the temporary assignment.
- i) AIP.
 - AIP is maintained as is
 - The Union will stop deducting dues on the AIP.
- j) Trial for split shifts tours of duty for the Control Center, Repair Center and Retail:
 - Voluntary basis only
 - A differential of 1.25\$/ hour or part thereof
 - Participation can be cancelled by the employee provided 3 weeks notice is given

3. Paid Days Off

- a) All Paid days off remain as they were in the last collective agreement.
- b) Improvement to article 30 – Bereavement leave amended to allow an employee to postpone the days off provided for in article 30.01 and 30.02 if the funeral, cremation or burial is postponed.
- c) Gain – Addition of language referencing “Family Day” to Article 27.02, section (b) (ii)

4. Job Evaluation

- a) Elimination of the Joint Profile Committee.
- b) **Job evaluation:**
 - *Creation of a letter of intent ensuring that the Profiles that were evaluated will not be evaluated for a second time for the duration of the collective agreement. As such, the salary group associated with each profile will remain unchanged.*
- c) **Employees reclassification:**
 - *The Company will address employee’s requests for reclassification.*
 - *The Company will only reclassify an employee or group of employees who perform the same work into the same profile.*



d) Wage protection:

- **Improvement - If the occupation is downgraded by one (1) salary group, the employee will benefit from wage protection for a period of nine (9) months from the date of implementation of the decision.**
- **Improvement - If the occupation is downgraded by more than one (1) salary group, the employee will benefit from wage protection for a period of twelve (12) months from the date of implementation of the decision.**
- **If the occupation is upgraded the pay adjustment will be effective from the date of the decision.**

e) Profile 204 – Access Network Coordinator:

- **This letter confirms that employees in profile 204 will not have their salary negatively impacted as a result of discussions surrounding their profile which will take place over the coming months.**

5. Union-Company Relations

a) Arbitration

- Improvement – Include the expedited arbitration process into the collective agreement for grievances related to dismissal.

b) Security interview:

- Improvement – the following text was added to the memorandum of agreement: a union representative will be granted a maximum of 15 minutes immediately preceding a Security interview, in order to speak with the employee that she represents.

c) Union time allowance

- Improvement – The following text was added to article 8.08: it is agreed that union representatives have a legal obligation to meet their representatives, and time requests for union business will not be unreasonably refused.

6. Health and Safety

Improvement –addition indicates that (2) two union representatives (one from Ontario and one from Quebec) The Corporate Health and Safety Committee is composed of 3 union representatives with a National Representative.



7. Duration of Agreement

The duration of this collective agreement will be four (4) years.

8. Benefits

a) Post retirement benefits:

- *Improved version of the MOA previously obtained.*
- *Creation of a joint committee that will start their work in the 60 days following the signing of the collective agreement.*
- *The committee's mandate will be to provide a recommendation for employees who will retire after December 31st 2011 in regards of the following :*
 - *Explore the availability of healthcare coverage at retirement, including a review of current market options available with recognized insurance providers for healthcare coverage at retirement.*
 - *Identify options for employees to prefund the cost of healthcare coverage at retirement specifically with but not limited to flex dollars, tax free savings accounts, payroll deduction, etc.*
- *The working committee shall make its recommendation no later than December 31st 2010.*
- *MOA ensures that members will have an option(s) to consider which will provide for post retirement benefits. Exactly how that option looks will be determined in the coming months*

b) Flex dollars:

- *Maintain the flex dollars at \$500*

9. Other

a) CEP Humanity Fund:

- *Introduction of the CEP Humanity Fund via the Employee giving fund.*

ps:cope343

