



**Communications, Energy & Paperworkers  
Union of Canada**

**2010 BARGAINING PROPOSALS**

**Yellow Pages Group (YPG)**

**Clerical and Associated Employees**

**Presented to YPG**

September 13, 2010

## Approved by the CEP 2010 Bargaining Caucus of YPG

### ➤ **No Concessions**

- The union wants and expects full disclosure from the Company, any business plans, restructuring or organizational plans that may impact our membership and this set of negotiations or cause the union to reassess their bargaining strategy.
- Full disclosure includes anyone working in any off site capacity (teleworking, Ottawa, etc).
- We also expect full retroactivity for all rights and privileges of the collective agreement as of the date of expiry.
- The spokesperson for the union is John O'Dell. As such, no side deals with anyone else is valid.
- As the sole authorized bargaining agent for the Ontario Clerical and Associated employees at YPG, no transaction or negotiation is valid with any employee under any circumstance unless done through the authorized bargaining agent.

## **Article 1 – Purpose and Application**

- 1) Article 1.02 – Remove “to ensure a high level of customer service, to secure the efficient operation of the Company’s business”.

## **Article 3 – Definitions**

- 1) Article 3.01c – Add Appendix D directly into the article
- 2) Article 3.01k – Delete from “except...schedules”

## **Article 6 – Notification to CEP**

- 1) Article 6.01 – Change Officer of the Association to National Representative of the CEP

## **Article 7 – Employee Representative**

- 1) Article 7.03 – New – The Company is responsible for providing a bulletin board in the lunchroom for union business.

## **Article 8 – Time Allowance for Union Business**

- 1) Article 8.01a – Delete after request...to requirements
- 2) Article 8.02b – Delete last line starting with “but...to agreement”.
- 3) Article 8.03c – Delete “subject to service requirements”
- 4) Article 8.03f – Add “The Company shall grant time off with pay to any employee delegated by the union to attend a convention, conference, training session or meeting of the CEP.

## **Article 9 – Union Management Meetings**

- 1) Article 9.02 – Change last line to reflect National Representatives of the CEP

## **Article 12 – Seniority**

- 1) Article 12.01 – Add “the seniority list shall be posted every 6 months and a copy shall be provided to the union”
- 2) Article 12.02 – Delete after “her...to operations”.



## **Article 13 – Job Posting**

- 1) Article 13.01 (a) – Delete “permanent”
- 2) Article 13.01 (b) – Delete.
- 3) Article 13.01 (c) – Delete from “as described...Guidelines” and add the following wording:  
When the Company decides to fill a position, it must post that position unless there is an employee declared surplus that can fill that position.
- 4) Article 13.05 – Delete last paragraph starting with “this article...will remain”
- 5) Article 13.06 - Add guidelines and details of the hiring grid as follows :
  - I. The Company may make reasonable use of tests and examinations as selection criteria provided these tests and examinations are related to the normal requirements of the position. An overall score of 60 percent (60%) weighted for all the employee’s results on tests, examinations and interviews shall indicate that the employee meets the normal requirements of the position.
  - II. However, if a candidate has more seniority and meets the normal requirements of the job and is less than 10 points behind the most qualified candidate, he or she shall take precedence over that candidate.
  - III. If 2 or more candidates are ranked evenly, seniority shall be the determining factor.
  - IV. If 2 or more candidates have equal seniority, the position shall be granted to the candidate whose birthday comes first.
- 6) Article 13.12 – Change 120 days to 180 days.

## **Article 15 – Grievance Procedure**

- 1) Article 15.03 (e (ii)) – Change to read “step 1”
- 2) Article 15.05 (b) – Add “Where a grievance concerning the interpretation, administration or alleged violation of the Agreement has not been settled at Step 1 and the CEP so desires, it may be submitted by a chief steward of the CEP to the appropriate Director within thirty (30) calendar days of the disposition of the matter at Step 1. The Director shall respond to the Association in writing, within fourteen (14) calendar days of the presentation of the grievance”.



## **Article 17 – Workforce Adjustment**

- 1) Article 17.01 (a) – The Company will notify the CEP in writing at least fourteen (14) calendar days of any plans which may result in workforce reduction. The notice shall include...”.
- 2) Article 17.03 – The employer “shall”.
- 3) Article 17.05 (b) – Change to 180 days.
- 4) Article 17.06 (b) – Change 120 days to 180 days.
- 5) Article 17.07 (a) – Delete after “service...weeks”.
- 6) Article 17.08 – Change to 3 days
- 7) Article 17.11 – (New) If an employee or group of employees lose their job as a result of surplus, layoffs or abolition and the option to recall for that job is available, the Company shall recall by highest seniority first until all such positions are filled.

## **Article 18 – Technological Change/Contracting out (Wording change)**

- 1) Article 18.02 – (New) The Company shall not contract any work normally performed by members of the bargaining unit if such contracting out would result in a layoff of any regular employee employed on the date of the execution of this collective agreement or if such contracting out would result in any such employee not being recalled from layoff or would reduce the size of the bargaining unit.
- 2) Article 18.03 – (New) The Company shall not assign bargaining unit work to personnel provided by an employment agency or any other outside labour firm unless the current bargaining unit employees have an opportunity to apply for that work.

## **Article 19 – Rates of Pay**

- 1) Article 19.01 – Delete last line starting with “the Company...Agreement” and add “ The committee shall be made up of 2 representatives of the CEP and 2 representatives of the Company. The Company agrees to grant a period of leave with pay to the employee appointed to this joint committee by the CEP to investigate, study and discuss any situation related to the application of this article. A Job Evaluation can be requested by the employee, employer or the union.
- 2) Article 19.02 – Rename as article 19.02 (a);
- 3) Article 19.02 (b) – Add “Where a position is upgraded as a result of the job evaluation system, the employee affected will have her wages increased immediately”.



- 4) Article 19.04 (d) – Add the wording “Vacation, time off for union business and parental leave are considered time worked for the purposes of this provision, and the objective to be achieved must be adjusted accordingly”.
- 5) Article 19.05 – (New) Add “The Company provides a list of clerical jobs as an appendix”.

## **Article 20 and Appendix A – Wage Administration**

- 1) Significant and substantial wage increase for all Wage Schedules.
- 2) Article 20.06 – (New) Add when an employee returns to work after a Pregnancy or Parental leave, the duration of such a leave should be considered as credit towards the next progression increase.

## **Article 22 and Appendix C – Hours of Work**

- 1) Article 22.01 (a) – Amend to read 8.25 hours except if not on CWW.
- 2) Article 22.01 (b) – Amend to read “The basic hours of work per 2-week period for a full-time employee shall be 74.25 hours on the basis of a five/four (5/4) week. However, the Company reserves the right to spread a five (5) day work week over six (6) days when and where it considers it necessary”.
- 3) Article 22.04 – (New) move Appendix C and integrate into Article 22.

## **Article 23 – Overtime**

- 1) Article 23.01 (a) – Amend to reflect 8.25 hours except if not on CWW.
- 2) Article 23.03 (a) – Amend to read “Notwithstanding Article 23.02, the Manager of a work unit may, at her sole discretion, decide to offer an employee the option to take time off with pay instead of receiving payment for the overtime. Should the employee accept, she will be given one and one-half (1 ½) or 2 hours of paid time off for each hour of overtime worked.

The employee may also request to take time off with pay instead of receiving payment for the overtime. Should the Manager agree, the employee will be given one and one-half (1 ½) or 2 hours of paid time off for each hour of overtime worked.

## **Article 24 – Holidays**

- 1) Article 24.01 – Add “Family Day” to the list.



## **Article 25 – Vacation**

- 1) Article 25.07 (a) – Change date to reflect before December 31.
- 2) Article 25.07 (a) – Add “with respect to the choice of vacation dates, the immediate supervisor shall give preference by seniority within each job title”.

## **Article 30 - Duration**

- 1) Article 30.01 – To be negotiated
- 2) Article 30.03 – Change name and address of union to Communications, Energy and Paperworkers Union of Canada, 5915 Airport Road, Suite 510, Mississauga, ON, L4V 1T1

**Renew all Memorandums of Agreement and include the following:**

### **Memorandum of Agreement on Cost of Living Allowance**

- 1) Add to reflect wages increases in new Collective Agreement and CPI over the life of the new Collective Agreement.

### **Miscellaneous**

- 1) All Memorandums of Agreement and Letters of Intent to be integrated into the appropriate sections of the Collective Agreement.
- 2) If the Company introduces new work or reorganizes work, the Company will meet with the Union and if the Union does not agree to the proposed realignment, a grievance can be filed.
- 3) The Company must advise the National Union and employees of any changes to Policies.
- 4) Update and clarify agreement language as required including all reference to Association to be changed to Union and all reference to CTEA to be changed to CEP.

**Note:** The union reserves the right to amend these issues or to formulate new issues during bargaining.

