



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

## **BARGAINING ISSUES BOOK**

**Bell Clerical and Associated Employees**

**Presented to Bell Canada**

2013

The Union reserves the right to amend, delete, or add to these proposals.

## **1. Job Security**

- 1.1 That Bell Canada repatriate into the bargaining unit all work contracted-out overseas.
- 1.2 Modify the Outsourcing MOA by deleting “direct” in paragraph 1 and “work volume generated by attrition” in paragraph 2.
- 1.3 Stop the Outsourcing.
- 1.4 Reclassify immediately, all employees who have been permanent part-time for at least three years, to full time permanent status.
- 1.5 No bargaining unit work to be performed by non-bargaining unit employees.
- 1.6 Modify the Red Book: In the case of a merger of departments or consolidation of sites, entities should incorporate all affected locations.
- 1.7 Modify Article 18 prior to a declaration of surplus employees, the Company will repatriate the work performed by subcontractors or by non-unionized employees.
- 1.8 Increase the notification period when a position is relocated.
- 1.9 Modify Appendix B: Add Mississauga.
- 1.10 Include a process that guarantees that temporary employees are reclassified to permanent status no later than after 3 years of employment.

## **2. Compensation**

- 2.1 Obtain a substantial wage increase for all employees including the ones on a frozen rate of pay as well as the appendix F, for every year of the collective agreement.
- 2.2 Achieve and maintain pay equity.
- 2.3 Implement a recognition system for bilingualism.
- 2.4 Include VPIP in the collective agreement and improve it.
- 2.5 Modify Article 22.07: Eliminate the minimum time worked.



### **3. Paid days off**

- 3.1 Modify Article 27.04: Increase to 6 days paid personal leave, of which 4 can be converted into personal emergency leave.
- 3.2 Modify Article 28: Implement a Vacation Committee and define its role (criteria, circulation period, etc...)
- 3.3 Modify Article 30.02 – Bereavement Leave. Add sibling's spouse/common law partner; and child's spouse/common law partner.
- 3.4 Provide unpaid and non-punitive leave for employees who have personal obligations.
- 3.5 Modify Article 28.03: Change "may" to "shall".
- 3.6 Implement and expand access to unpaid leave.

### **4. Union-Management relations**

- 4.1 Modify the Article 11.01 *Expenses* That Bell Canada pays all of the costs of meetings and proceedings contemplated by the Collective Agreement.
- 4.2 Modify the grievance process for a trial period.
- 4.3 Establish a corporate labour-management committee to address issues that are not subject to a grievance.
- 4.4 Modify Article 6.03 (b) to allow the presence of a union representative at any meeting with an employee which may result in a disciplinary measure.
- 4.5 Modify Article 17.07 Include individual or policy grievances related to layoffs occurring as a result of a declaration of surplus employees.
- 4.6 Modify Article 17 to allow for an expedited arbitration process for grievances related to job evaluation (profile) and disability.
- 4.7 Incorporate the Red Book into the collective agreement.
- 4.8 Modify Article 20: Submitting disputes related to job evaluation (profile) to the grievance process.
- 4.9 Modify Article 20.02: The remuneration for newly created profiles should be negotiated with the union. In the cases where there is no agreement, the matter may be submitted to arbitration.



- 4.10 Integrate BCE employees into the bargaining unit.
- 4.11 Provide full salary protection in the case where an employee is evaluated or reclassified on a lower wage band.

## **5. Health and Safety**

- 5.1 In the situation where an employee has filed a harassment complaint, the investigation shall be carried out by a company that is external to Bell Canada.
- 5.2 Modify Article 13.04: Add the participation of a national representative for each region.

## **6. Duration of agreement**

- 6.1 Establish the duration of the Collective Agreement to ensure stability and security of employment for members.

## **7. Benefits**

- 7.1 Increase Vision coverage at \$350 per 2 years period.
- 7.2 Modify Article 36: Provide that benefits cannot be altered without consent of the union.
- 7.3 Utilise the current price list as a reference to reimburse dental and medical fees.
- 7.4 Modify Article 29 and 36: Company pays for any medical documentation required.

## **8. Professional mobility and Retirement**

- 8.1 Include a job posting procedure into the collective agreement.
- 8.2 Negotiate an early retirement package for all employees who may be replaced by a new hire.



## **9. Seniority**

- 9.1 Modify Article 23.01: Specify that scheduling, vacation, days off and over-time are distributed by seniority.
- Article 24.07: Clarify that a Service Tour may have a variable length.
  - Any termination of employment of temporary part-time employees must be in order of reverse seniority.
- 9.2 An employee with 24 years or more NCS shall not be required to work during week-ends without mutual agreement.

## **10. Others**

- 10.1 Modify and establish the members of the Workforce Diversity and Employment Equity Committee.
- 10.2 Review all Letters of Intent and Memoranda of Agreement.
- 10.3 Include all LOIs as MOAs in the collective agreement.

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