



QUESTIONS RELATED TO BELL'S LATEST OFFER

Since the Company tabled its last offer on April 1, 2008 the Ontario Regional Office has been receiving numerous questions regarding the Offer.

HAS BELL REMOVED ALL THE CONCESSIONS?

No, clearly not. While the issue of "Flex Tech" and the averaging of hours has been removed there are still concessions in this document. Some will be addressed here.

WITH THE RETURN OF THE 40-HOUR WEEK IS MY HOURLY RATE IMPACTED?

Yes, at present a Regular Class 1 Technician is making \$32.69. If this offer is ratified, the hourly rate would drop to \$32.47 until December 1st, 2008. This is a difference of \$0.22. This would mean that if this contract is ratified on April 22 there would be 32 weeks worked at the lower rate.

$$\$0.22 \times 40 \text{ hours/week} \times 32 \text{ weeks} = \$281.60$$

There will be a lump sum payment equivalent to 0.5% that will equal \$330. There will also be a lump sum retroactive payment of between \$440 to \$490 for full-time employees. Both lump sums are fully pensionable and can be rolled into your Group RSP. As of December 1st the hourly rate will increase to \$33.28.

IF THIS CONTRACT IS ACCEPTED, WOULD THE TEACHER HAVE TO HONOUR IT FOR THE FULL FIVE-YEAR TERM?

There has been concerns raised that the Teachers, if the sale is completed, would only have to honour the agreement for one year.

Section 44 of the Canada Labour Code is clear that any new owner would be bound by any collective agreement that is in place.

44. (1) In this section and sections 45 to 47.1,

"business" means any federal work, undertaking or business and any part thereof;

"provincial business" means a work, undertaking or business, or any part of a work, undertaking or business, the labour relations of which are subject to the laws of a province;

"sell", in relation to a business, includes the transfer or other disposition of the business and, for the purposes of this definition, leasing a business is deemed to be selling it.

(2) Where an employer sells a business,

(a) a trade union that is the bargaining agent for the employees employed in the business continues to be their bargaining agent;

(b) a trade union that made application for certification in respect of any employees employed in the business before the date on which the business is sold may, subject to this Part, be certified by the Board as their bargaining agent;

(c) the person to whom the business is sold is bound by any collective agreement that is, on the date on which the business is sold, applicable to the employees employed in the business; and

(d) the person to whom the business is sold becomes a party to any proceeding taken under this Part that is pending on the date on which the business was sold and that affects the employees employed in the business or their bargaining agent.

WHAT HAPPENS IF THIS CONTRACT IS REJECTED?

We would find ourselves in the same position that we are in today. When the conciliation process ended, so too did the Company's obligation to maintain the current collective agreement. This is outlined in paragraphs 50 and 89 of the Canada Labour Code.

If this contract is rejected the Company could impose any terms and condition that it chooses. This is what happened in the last round of bargaining at Telus that led up to the strike there.

50. Where notice to bargain collectively has been given under this Part,

(a) the bargaining agent and the employer, without delay, but in any case within twenty days after the notice was given unless the parties otherwise agree, shall

(i) meet and commence, or cause authorized representatives on their behalf to meet and commence, to bargain collectively in good faith, and

(ii) make every reasonable effort to enter into a collective agreement; and

(b) the employer shall not alter the rates of pay or any other term or condition of employment or any right or privilege of the employees in the bargaining unit, or any right or privilege of the bargaining agent, until the requirements of paragraphs 89(1)(a) to (d) have been met, unless the bargaining agent consents to the alteration of such a term or condition, or such a right or privilege

89. (1) No employer shall declare or cause a lockout and no trade union shall declare or authorize a strike unless

(a) the employer or trade union has given notice to bargain collectively under this Part;

(b) the employer and the trade union

(i) have failed to bargain collectively within the period specified in paragraph 50(a), or

(ii) have bargained collectively in accordance with section 50 but have failed to enter into or revise a collective agreement;

(c) the Minister has

(i) received a notice, given under section 71 by either party to the dispute, informing the Minister of the failure of the parties to enter into or revise a collective agreement, or

(ii) taken action under subsection 72(2);

(d) twenty-one days have elapsed after the date on which the Minister

(i) notified the parties of the intention not to appoint a conciliation officer or conciliation commissioner, or to establish a conciliation board under subsection 72(1),

(ii) notified the parties that a conciliation officer appointed under subsection 72(1) has reported,

(iii) released a copy of the report to the parties to the dispute pursuant to paragraph 77(a), or

(iv) is deemed to have been reported to pursuant to subsection 75(2) or to have received the report pursuant to subsection 75(3);

IF THIS OFFER IS REJECTED WILL THERE BE A STRIKE?

The Company would have three options. First they could improve the offer. Second option would be to lock us out. The third and likely option is the Company could impose new terms and conditions. We now have and would continue to have a strike mandate.

WHAT IS THE RECOMMENDATION OF THE BARGAINING CAUCUS?

It is clear that this offer still contains concessions. As a result there is a unanimous recommendation of rejection from the bargaining caucus. If rejected, we will need to be prepared to take strike action.

In solidarity,

John Edwards
Administrative Vice-President
905 678-0800, ext. 237