



Expertech – Memorandum of Agreement on Job Descriptions

Questions and Answers

1. Why are we voting on this Memorandum of Agreement?

CEP thought it best that Expertech C&S members have a democratic say on whether to change the Collective Agreement – (the removal of the Transmission Tester occupation) and whether, with the reclassification of all Class III employees with a seniority date of Dec. 31, 2000 and before to Class II, to vary from the Collective Agreement in that those with less seniority than the top 43 will move to the next highest wage step in Class II, as opposed to the top step of Class II.

2. Is there any indication that Bell or Expertech would like to re-open the Expertech C&S Collective Agreement?

None. It was your Union Bargaining Committee who seized the opportunity, when discussing the implementation of the new model and the job descriptions, to negotiate the immediate guaranteed reclassifications to Class II of all Class III employees who have a seniority date of Dec. 31, 2000 or before.

3. Is Expertech intending to eliminate the Transmission Testing function?

Expertech has not given CEP any notice, formal or informal, regarding eliminating the Transmission Testing work.

The suggestion of eliminating the Transmission Testing occupation arose within the Joint Committee in order to get around roadblocks to agreement between CEP and Expertech on the job descriptions.

However, if this Memorandum is accepted and *if* Expertech should, at some future time, no longer perform the Transmission Testing work, then the Class I people who perform that work will have broader protection from forced transfers by being part of the larger pool of Splicers at the report centre, than they currently have, hived off in their separate group. (See Collective Agreement Article 22.08.)

4. If this Memorandum of Agreement is accepted, then immediately Class III employees who have a seniority date of Dec. 31, 2000 or before are permanently upgraded to Class II. What's in this Memorandum of Agreement for a Class I or II employee?

It helps us all to have more brothers and sisters at a higher pay level and this Memorandum allows us to achieve those reclassifications that we were not able to achieve at the last bargaining table.

If this proposed Memorandum of Agreement is ratified, Appendix A and B will now clarify the Table – Basic Job Descriptions - found in the Collective Agreement. Appendix A & B, clarifying the Table, will become the common standard by which both employees and management decide what is Class I, II or III work. Many of the debates will be over and if there are debates, to the extent necessary, the proposed Memorandum of Agreement is grievable and arbitrable. (See Point # 3 c and Point #7 of the proposed Memorandum.)

The Memorandum also provides an expedited and structured settlement procedure for the many grievances that have been filed where employees have performed work of a higher class but not been paid for it. Appendix A & B of the Memorandum of Agreement that clarify the Table will provide the yardstick to measure whether the person was performing work of a higher class. If the parties agree that that is indeed so, the grievor will be reimbursed at the higher rate of pay in accord with Article 17.11 for the hours worked performing the higher class work. If there is no agreement, the Union retains the right to proceed to arbitration. (See Point # 3d of the proposed Memorandum.)

The Memorandum also brings in a new minimum. If the Memorandum is ratified, all future temporary upgrades shall be for a minimum of two weeks. (See Point # 1g of the Memorandum.)

There are still outstanding issues on the questions of the distribution of training and the implications of training for who receives upgrades. If this Memorandum is accepted, CEP and Expertech will continue to meet within the Joint Committee to discuss training requirements and process, including seniority. (See Point # 4 of the proposed Memorandum.)

5. Is there anything in this Memorandum of Agreement to prevent Expertech from temporarily upgrading junior employees to Class I and bypassing more senior employees?

This Memorandum of Agreement makes no change to the existing protections in Articles 22 and 24 with regard to upgrades and transfers.

There are many grievances filed whereby Expertech has in the view of the Union violated Article 24.02 (a) (ii) by continuing the upgrade of a more junior employee for 6 months or longer and bypassed a more senior employee within the family and NST. Grievance meetings have not yet resolved this issue and the Union may have to take some test grievances to arbitration to settle this matter.

6. What is the impact of this Memorandum of Agreement on people who are doing Transmission Testing or other employees who might want to perform that function in the future?

There are 16 employees performing Transmission Testing in Quebec and 20 employees performing Transmission Testing in Ontario, whether under the title of Transmission Tester or Splicer. That total of 36 includes 4 temp upgrades.

This Memorandum specifies that those 32 who are permanently doing the function of Transmission Testing will continue to do so, under the title of Splicer. (See Point # 2b of the proposed Memorandum.)

Going forward, if there is a temporary or permanent opening in the function of Transmission Testing and the Company is selecting a Splicer to perform the role, the Memorandum states that they will follow seniority within the report centre. If Expertech is filling a permanent job opening in the function of Transmission Testing, the normal exceptions can still apply, e.g. a move for reasons of health & disability, a move for Business Needs, etc.

7. Why aren't all the Class III employees who are reclassified to Class II moved up to Class II top pay immediately?

The Union repeatedly requested that Expertech move up all the Class IIIs with a seniority date of Dec. 31, 2000 or before to the top pay for Class II but Expertech repeatedly refused, citing cost pressures. Expertech is willing to permanently reclassify all those Class III employees with a seniority date of Dec. 31, 2000 or before to Class II but the quid pro quo is that they are willing to move only the most senior 43 to the top rate for Class II. (The number of 43 reflects the number of Class IIIs who were temporarily upgraded to Class II in February 2008 when discussions were ongoing on this point.) (Permanently upgrading all Class IIIs who have a seniority date of Dec. 31, 2000 or before significantly exceeds the number of 43.)

Those who are more junior than the top 43, move to the Class II wage step that is the next highest to the employee's wage rate as of March 31, 2008, including supplement. (Note the supplement was higher on March 31, 2008 than it is now.)

For most of these who are more junior than then top 43, that will mean moving to \$23.54 an hr and then reaching top Class II pay within a year.

If you are amongst those who are more junior than the top 43, and you were previously a Material Attendant, who was grandfathered at the weekly rate of \$880, you will move to \$22.10 an hr and continue up the wage progression for Class II.

If you are amongst the more junior 46 and you were previously a Material Attendant and your wages are now \$693 a week, you will move up to \$19.29 an hr and continue up the wage progression for Class II.

8. What will happen if the Memorandum of Agreement is rejected?

We have worked long and hard to achieve this Memorandum. If it is rejected, the Union would advise Expertech and ask to meet with the Company.

There is a strong possibility that the Company would simply revert to defining the classes, (which does not require a membership ratification) and only enact those reclassifications that it sees fit over whatever period of time. Any further discussions between the Company and the Union regarding seniority and training issues would be probably off the agenda.

It was the Union Committee that was instrumental in achieving the immediate guaranteed reclassifications from Class III to Class II.

If this Memorandum is rejected then it is in Expertech's control as to where they reclassify, how many, if any, and when.

If the Memorandum of Agreement is rejected and if the Company should decide to wait beyond Nov. 30 of this year to reclassify Class III employees to Class II, then for those employees who may be reclassified *after* Nov. 30, 2008, their wages would go to the *starting step* of Class II, as per Article 17.10. The starting step is \$19.29 an hr, as opposed to the top Class II rate of \$25.82 *an hr* that this Memorandum guarantees for the 43 most senior Class III employees, or as opposed to \$23.54 an hr for those who have less seniority than the top 43. If this Memorandum of Agreement is rejected, after Nov. 30, 2008, it's 2.5 years progression from the start rate of \$19.29 to the top rate of Class II for anyone so reclassified.

If this Memorandum of Agreement is rejected, the clock starts ticking towards Nov. 30, 2008 when the starting rate of \$19.29 an hr applies for all permanent upgrades from Class III to Class II. (See Article 17.10 & 17.11 of the current Collective Agreement.)

If rejected, the clock also continues to tick towards April 2009 when the supplement on Class III wages decreases further from \$21.62 an hr (current) to \$18.89 an hr.

If this Memorandum of Agreement is rejected there is no guarantee that there is anything better waiting in the wings.

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