



## INFORMATION BULLETIN TO EXPERTECH CEP CRAFT & SERVICES & ASSOCIATES MEMBERS

June 9<sup>th</sup>, 2010

### **Expertech Associates Hold Successful Bargaining Caucus:**

The Expertech Associates' Collective Agreement expires on November 30, 2010. (There are approximately 160 Associates working for Expertech in Ontario & Quebec.)

On May 26<sup>th</sup>, elected delegates from this bargaining unit from across Ontario & Quebec met together in Ottawa to discuss the bargaining proposals that had been duly submitted from Expertech Associates across Ontario & Quebec. Thorough discussion occurred and the delegates selected and passed the bargaining proposals that will be submitted to the Employer this fall.

The bargaining proposals will be circulated by the Union to the membership on the same day that the Union commences bargaining with Expertech this fall. (Date to be confirmed.)

Stephanie Brownlee from Ontario and Louise Singer from Quebec were elected to the Expertech Associates Bargaining Committee. (Both Stephanie and Louise are experienced bargainers.) The Union Bargaining Committee will be co-chaired by National Representatives Janice McClelland and Alain Portelance from Ontario and Quebec respectively.

### **Union Wins Arbitration in Craft & Services that Distinguishes Transfers from Upgrades:**

On April 16<sup>th</sup>, the Union won an arbitration where the Union asked the arbitrator to rule on the meaning of the clause, "Transfers cannot be used to move employees between classes." This clause is part of Article 22 and is found on page 71 of the C&S Collective Agreement.

The situation was that Expertech had a need for additional Class II Splicers in Cornwall. The Company selected two Class III Technicians from Valleyfield to temporarily transfer to Cornwall and temporarily upgraded them to Class II to do the work in Cornwall.

The arbitrator ruled that Expertech violated the Collective Agreement by transferring the two Class III employees and granting them a promotion, simultaneously or subsequently, into Class II, a position that was in fact the real need to be filled in Cornwall from the outset.

The arbitrator also ruled that the Company violated the Collective Agreement by not following the provisions of Article 22.10 in seeking volunteers from the same Class in Valleyfield as the job need in Cornwall.

CEP Ontario Region translated this arbitration award into English and distributed it to the Locals in the first week in May. We now understand that Expertech has taken the unusual step of appealing this arbitration to the federal court. While we await the outcome of the court proceeding, if you have any active grievances on this matter, please ensure that they are time protected.

## **Arbitration Settlement in Quebec – “Perform work in the occupation that you hold...”**

There were many grievances filed in Quebec concerning the fact that Line Techs wanted to be upgraded to Class I. They were citing instances in Ontario where Expertech had assigned some Class I Splicers to perform around 90% Line Tech work.

There was a recent (May 21, 2010) arbitration settlement in Quebec whereby Expertech was obliged to correct the situation within 15 days such that an employee would perform work only in the occupation that he/she holds.

This has meant that Expertech has offered full Class I Splicing duties to the permanent Ontario Class I employees who were impacted – about 12 people in northern and eastern Ontario. Many of these individuals were very senior employees and not all wished to perform the Class I Splicer role. Out of the twelve, five employees have been moved to the Class II Line Tech position and are being grandfathered as per Attachment C (page 119) of the C&S Collective Agreement.

Discussions are occurring between the CEP Ontario Region Office and Expertech to improve the proposed implementation of this settlement in Ontario and individual grievances have been filed in some instances. If you have any concerns with regard to this issue, please contact your Chief Steward.

(Copy of the arbitration settlement, English translation, is attached.)

## **Large Number of Grievances Filed in Craft & Services, including many individual grievances on the Line Conditioning Project...**

The introduction by Expertech of the “class system” in Craft & Services as a result of the last round of bargaining has resulted in a very high number of grievances with regard to the Company failing to follow seniority in cases of temporary upgrades for 6 months or more and with regard to Class III and Class II being directed to do a higher class work and not being reimbursed for such. The Union has achieved settlements for many of these grievances and in some cases has proceeded to mediation or arbitration. There are now many grievances filed that allege that the Line Conditioning project is in fact Class I work. The Union is taking the same approach with these grievances – reach satisfactory settlements or proceed to mediation/arbitration.

FYI - The latest Expertech employee census shows 1008 C&S employees across Ontario and Quebec.

*Janice McClelland*  
National Representative  
CEP Ontario Region

JMc:lmc  
cope-343  
Attach.

**BETWEEN:**

**EXPERTECH NETWORK INSTALLATION**

*(hereafter called "the Employer")*

**AND:**

**COMMUNICATIONS ENERGY AND  
PAPERWORKERS UNION, LOCALS 78, 80  
AND 82**

*(hereafter called "the Union")*

**Grievances: 80-030D, T80-027, X78-76-D,  
X82-132D et al;**

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**GRIEVANCE SETTLEMENT AGREEMENT**

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**WHEREAS** the Union has filed a number of grievances essentially challenging the Employer's classification of employees in Ontario as network specialists (hereafter called "splicers", while they also perform the functions of builders (hereafter called "line technicians");

**WHEREAS** the Union claims that the Employer does not have the right to create positions that include the functions of splicers and line technicians for a single employee;

**WHEREAS** the parties are seeking to reach a conciliatory settlement of this dispute while obtaining an order from the arbitrator taking note of this agreement,

**THE PARTIES AGREE TO THE FOLLOWING:**

1. It is agreed that employees will perform work only in the position that they hold, in reference to the basic job descriptions provided in Appendix A of the Collective Agreement , excepting provisions to the contrary in the said Collective Agreement or according to the terms and conditions set out therein;
2. As for the consequences of this agreement with regard to employees whose names appear in the appendix, who currently hold positions for which they perform the functions of both splicers and line technicians, their situation will be changed within 15 days of signature of the agreement to reflect the content of this agreement and their rights shall be exercised in compliance with the applicable provisions of the Collective Agreement;
3. The parties undertake to submit this agreement to the arbitrator responsible for grievances, Me. Richard Marcheterre, and request that he take note of it and hand down a decision ordering that this agreement be respected as though it were an

arbitration award as per the *Canadian Labour Code* and the Collective Agreement.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED IN MONTREAL,  
THIS 21ST DAY OF MAY 2010.**

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COMMUNICATIONS ENERGY AND  
PAPERWORKERS UNION, LOCALS 78, 80 AND  
82

By: **Alain Portelance**

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EXPERTECH NETWORK INSTALLERS INC.

By:

## APPENDIX TO THE AGREEMENT

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ANDERSON, DENNIS  
AVERY, RAYMOND A.  
CHARTRAND, JOHN D.  
CLANCY, BERNARD J.  
ELLIOTT, TIMOTHY J.  
FEDORIW, WAYNE J.  
MCBAIN, JAMES A.  
MCBAIN, JOHN  
NUMMIKOSKY, DAVID S.  
POIRIER, MARTIN J.  
SIEDERS, THEODORE  
SIMPSON, EDWARD  
SWAN, GREGORY  
TROTT, RUSSEL C.

**and all other employees falling within this agreement.**