



BELL CANADA BULLETIN November 7, 2017

TO: ALL LOCALS WITH FORMER BELL ALIANT CRAFT MEMBERS

Greetings,

The Arbitration for the 3 National Policy Grievances stemming from the 2015 Integration of the Bell Aliant Craft & Services Members into Bell Canada took place on Thursday, October 26, 2017 in Ottawa.

As you may recall, the grievances dealt with mainly two issues. Firstly, the position assessment process that was supposed to happen in early 2016 was not completed correctly and secondly, the step progression process agreed to by the parties was not implemented. The third grievance referred to the Company going ahead with the position assessment without addressing the outstanding grievance with the Union before doing so.

During the course of the day on the 26th there were discussions held between the parties trying to settle the issues. In the end, we have received an preliminary award from the Arbitrator outlining the following:

1. The Company is to produce documentation including the job posting templates / profiles discussed at bargaining and used to do the position assessments in 2016.
2. The Company conceded the grievance on the position assessment and acknowledged that “there were deficiencies in the process that could have been done better.” The Arbitrator has now ordered the parties to meet to try and perform the position assessment as was contemplated at the time of integration. If the process cannot be completed to the satisfaction of either party then there will be further arbitration dates in May 2018.

3. Based on information provided by the Union on October 26th, the Company is revisiting the issue of the step progression. If that issue is not settled, it too, will be heard in front of the arbitrator in May 2018.

From comments made by employees affected by the above it seems that there is a misunderstanding in the field as to what the grievances are about. The grievances were never about automatically upgrading employees to Class 1. They were about completing the position assessment following the agreed to process with all the necessary documentation to do that and about having the company fulfill their commitment on the step progression that was agreed to with the union and outlined in a company bulletin.

From this point forward the Union will be working to start discussions with the Company on fulfilling the arbitrator's order. As we have more information, further updates will be sent to the locals.

A copy of the Preliminary Award of the arbitrator is attached.

In Solidarity,

Maureen Dawson

National Representative

Alain Portelance

National Representative

IN THE MATTER OF AN ARBITRATION
Under the *Canada Labour Code*, R.S.C. 1985, c. L-2

B E T W E E N:

BELL ALLIANT

(the “Company”),

- and -

UNIFOR

(the “Union”),

AND IN THE MATTER OF NATIONAL POLICY GRIEVANCES REGARDING
ALLEGED VIOLATION OF MOA ON INTEGRATION.

SOLE ARBITRATOR: Gordon F. Luborsky

APPEARANCES

For the Union: Micheil Russell, Counsel
Maureen Dawson, National Representative
Brent MacMillan, Former President, Unifor Local 38

For the Company: Evan VanDyk, Counsel
Howard Anderson, Senior Consultant, Labour Relations
Robert St. Aubin, Senior Consultant, Labour Relations

HEARD: October 26, 2017
Ottawa, Ontario

DECISION: October 27, 2017

PRELIMINARY AWARD

Introduction

[1] The parties agree that I have jurisdiction to determine three national policy grievances arising out of the implementation of terms of a Memorandum of Agreement (“MOA on Integration”) forming the basis on which the Canada Industrial Relations Board (“CIRB”) issued its Order No.: 10934-U dated December 24, 2015, that effectively integrated the former craft

employees of Bell Alliant Regional Communications, Limited Partnership (“BARC”) with Bell Canada.

[2] All three grievances were filed by Mr. Dave Moffat, Assistant to the President of the Union on behalf of Unifor.

Itemization of Grievances

[3] Grievance BA-ON-2016-01 (“Grievance No. 1”) dated April 8, 2016 reads in relevant part as follows:

NATURE OF THE GRIEVANCE...

The Union grieves that the Company has violated the MOA on Integration of Bell Alliant Craft into Bell Canada in regard to the position confirmation of employees placed into the Class B – Advanced Wage Schedule.

...CONTRACT CLAUSE(S) ALLEGED TO HAVE BEEN VIOLATED:

The MOA on Integration of Bell Alliant Craft into Bell Canada Craft, article 8 and any and all relevant others of the Bell Canada Craft Collective Agreement and the CIRB order from December 2015 in regard to the integration.

SETTLEMENT DESIRED:

Follow the process outlined in meeting on December 10, 2015; provide the Union with agreed to position descriptions stemming from Bell bargaining in 2012 and make employees whole in every way up to and including damages.

[4] Grievance BA-ON-2016-02 (“Grievance No. 2”), also dated April 8, 2016, is set out in substance below:

NATURE OF GRIEVANCE...

The Union grieves that the Company has violated the MOA on Integration of Bell Alliant Craft into Bell Canada and an agreement made with the Company on December 10, 2015 that was communicated to staff in a meeting on December 21, 2015 by the Company in regard to step progression for members on the Class B wage schedule. The Company agreed to 6 month progression until December 1, 2016 but has since violated this agreement.

...CONTRACT CLAUSE(S) ALLEGED TO HAVE BEEN VIOLATED:

The MOA on Integration of Bell Alliant Craft into Bell Canada Craft, Article 8 and any and all relevant others of the Bell Canada Craft Collective Agreement and the Company memo dated December 21, 2015.

SETTLEMENT DESIRED:

The Company honour their agreement made December 21, 2015 and make all affected employees whole in every way up to and including damages.

[5] The third grievance is BA-ON-2106-03 (“Grievance No.: 3”), which is dated May 16, 2016 and states as follows:

NATURE OF GRIEVANCE...

The Union grieves that the Company has violated 14.16 and any and all relevant others of the Collective Agreement in regard to trying to correct a grievance without meeting with the Union to come to a resolution.

...CONTRACT CLAUSE(S) ALLEGED TO HAVE BEEN VIOLATED:

Article 14.16 and any and all relevant others of the Collective Agreement.

SETTLEMENT DESIRED:

The Union asks that the Company stop having technicians fill out evaluation forms in regard to being classified as a Specialist or Generalist, meet with the Union to come to a resolution on how the process should unfold and to make all members whole in every way up to and including damages.

Status of Grievances

[6] Following direct discussions between the parties and in the course of hearing opening statements, the Company advised that it was conceding Grievance No. 1, acknowledging that “there were deficiencies in the process [that] could have been done better”. That grievance is accordingly allowed. However, this raises the question of the appropriate remedy, considered below.

[7] With respect to Grievance No. 2, the parties advised that as a result of new information provided by the Union immediately prior to the hearing, there may be a change in the Company’s

thinking on the matter. Consequently with the agreement of the parties, this grievance is remitted back to them for reevaluation in light of the “new” information.

[8] The parties agreed that Grievance No. 3 appears no longer to be an active dispute; however, confirmation of that status remains outstanding.

Remedial Issues

[9] Having accordingly allowed Grievance No. 1, the parties are ordered to redo the position assessment contemplated by the MOA on Integration and applicable subsequent agreements of the parties on the matter. The parties have agreed, and I so order, that they commence the appropriate assessment process as soon as possible (after reasonable discussions between them). If they are unable to complete the position assessments to their mutual satisfaction in accordance with the MOA, the hearing will be reconvened to deal with outstanding remedial issues on dates that have been set as May 29 and 30, 2018, in Ottawa.

[10] The parties are to continue their discussions regarding Grievance No. 2 with a view to resolving that grievance prior to the May 29 and 30, 2018 continuation dates. If that is not possible the grievance will be heard on those days.

[11] The parties are also directed to confirm the status of Grievance No. 3 as soon as possible. If they are unable to dispose of that grievance, it will be heard on the May 29 and 30, 2018 continuation dates as well.

Production Issues

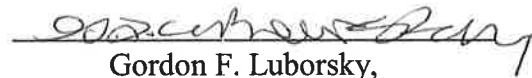
[12] The Union requested the production of a number of documents related to the grievances in prior correspondence that were repeated during the Union’s opening statement. The Company undertook to produce the requested documents, if they exist, in reasonable time prior to the next

scheduled hearing days, if necessary. I hereby affirm the Company's undertaking in the form of an order.

[13] With that, I leave the task of properly implementing the terms of the MOA on Integration and associated agreements to the parties. If there are any difficulties in that regard requiring my intervention prior to the scheduled continuation dates, the parties may arrange for an attendance by telephone conference for appropriate direction.

[14] I consequently remain seized of all matters related to the disposition of the three grievances in accordance with the foregoing. I also direct the parties to provide me with an update of the status of the grievances by April 30, 2018.

DATED AT MARKHAM, ONTARIO THIS 27TH DAY OF OCTOBER, 2017


Gordon F. Luborsky,
Sole Arbitrator