

September 29, 2017

Tyson Siddall
Telecommunication Director
5 Executive Place, Kitchener
Ontario, N2P 2N4

Dear Mr. Siddall:

Re: Global settlement

This letter follows our various exchanges for the purpose of confirming our agreement to settle National Policy Grievances BTS-ON-16-04, BTS-ON-17-01, BTS-ON-17-02 and BTS-ON-17-03 on the terms outlined below.

The preamble of the Minutes of Settlement will read:

“The Company agrees to the following resolutions, in an attempt to improve the working environment and relationship with its employees and the Union. The Company will be accountable, going forward, for the governance of all overtime, regardless of the nature (incidental, voluntary or compulsory / forced assigned) and will establish a process to approve and record on a daily basis. Such records will be maintained by the Company and will be provided to the Local Union and LRC on a bi-weekly basis. It is further understood that the company shall not schedule a shift less than eight (8) hours to any employee, overtime or regular hours that would be in contravention of the terms agreed upon by the parties below.

In order to achieve the statement above, BTS will put in place as soon as practically possible a system that will allow tracking and approval of voluntary and incidental overtime.

It is further understood that the Company will withdraw all discipline issued to employees in relation to the grievances settled below, inclusive of the removal letters and payment of lost wages. Employees will be made whole.”

1. As a settlement of BTS-ON-16-04 and not assigning less than eight (8) hour overtime shifts to regular full-time employees, the Company agrees that it will not schedule or assign overtime shifts of less than eight (8) hours. In the event the regular full-time employee worked more than 2 hours of overtime in a given week, the Company will not be entitled to force or assign an overtime shift for that week. In addition, while respecting the rights of full-time employees under article 17.05 of the collective agreement the company will apply the same principle over the pay period. If the regular

full-time employee worked 2 hours of overtime or less in a given week, the Company will be entitled to assign an overtime shift equal to the remaining balance of hours available up to the maximum threshold of 48 hours per week, while continuing to respect the employees' rights under article 17.05 for the pay period. The Company will continue to allow employees to leave at the forty-eight (48) hour threshold per week without paying the balance of the shift.

The Company maintains its right to extend previously scheduled eight (8) hour shifts to full-time employees by two (2) hours to a maximum of forty-eight (48) hours per week.

With respect to the damages, the Company will compensate all employees that filed individual grievances that were assigned / scheduled a shift of less than eight (8) hours. The compensation will be based on the difference between eight (8) hours and the hours actually worked on the day, paid at the overtime rate. The grievances that will be compensated are the individual grievances that have been presented at step 1 or step 2 of the grievance procedure as of September 20, 2017. It is agreed and understood that all other local policy grievances regarding this matter will be considered settled.

2. With respect to National Policy Grievance BTS-ON-17-02 and not scheduling part-time employee's shifts of less than eight (8) hours with advance notice, the Company will agree not to schedule a shift of less than eight (8) hours to a part-time employee with advance notice, without paying the employee the minimum of eight (8) hours as per article 16.04 d). With regards to overtime hours, in the event the part-time employee worked more than 2 hours of overtime in a given week, the Company will not be entitled to force or assign an overtime shift for that week. If the part-time employee worked 2 hours or less of overtime in a given week, the Company will be entitled to assign an overtime shift equal to the remaining balance of hours available up to the maximum threshold of 48 hours per week. The Company will continue to allow employees to leave at the forty-eight (48) hour threshold per week without having to pay the balance of the shift.

The Company maintains its right to extend previously scheduled eight (8) hour shifts to a part-time employee by two (2) hours to maximum of forty-eight (48) hours per week.

With respect to the damages, the Company will compensate all instances of part-time employees assigned a shift of less than eight (8) hours who were given advance notice since December 16, 2016. The compensation will be based on the difference between eight (8) hours and the hours actually worked on the day. The Company will also compensate, on the same basis, situations covered by Local Policy Grievances 40 (40-



O-16-26) and 43 (201643203). In addition, BTS will compensate individual grievances that are not captured by the grievances mentioned above and were prior to their filing.

The Company further agrees that Article 16.04 d) in the Collective Agreement strictly refers to payment of hours for part-time employees and does not undermine the shifts as outlined in Article 16.04 a) or the Minutes of Settlement signed on January 24, 2017 by the parties in regards to Unifor National Policy Grievance BTS-ON-16-03.

3. With respect to National Policy Grievance BTS-ON-17-01 and request to schedule or assign all part-time employees before force assigning overtime hours to full-time employee, the company agrees to settle the grievance upon the following terms:

- a) On DD-1 or prior, the Company will ensure that all available part-time employees are either scheduled or assigned on the referenced day before force assigning overtime hours to a full-time employee.

However, due to the "On-Call arbitration settlement", the company cannot force a part-time employee to come into work on a NGR that follows a DOR that was scheduled by the employer.

As a result, in this particular situation, it could be possible that a full-time employee may be assigned hours while a part-time employee would remain on a NGR, understanding that the employer has previously exhausted the scheduling of all other part-time employees. The Company will continue to build the eight (8) week schedules with part-time employees being scheduled NGRs prior to DORs consecutively in a given week.

- b) In considering the availability of part-time employees to be assigned or scheduled, the Company will deduct the scheduled Saturday shift from the weekly calculation of hours. For example, if the part-time employee has forty (40) hours worked in a given week and is scheduled for an eight (8) hour shift on the upcoming Saturday, he could not be assigned any additional hours during that week. In this particular situation the eight (8) hour overtime shift being created on that Saturday will be offered immediately to the most senior volunteer. Should the Saturday requirements be met by senior employees, then the Company will have the ability to assign additional hours to the part-time employee in the given week.
4. With respect to National Policy Grievance BTS-ON-17-03, the Company agrees not to schedule or assign shifts, overtime or regular hours, to any Full-time employee that



violates the following principles. In specific they will not force RFT3s into working more than six (6) out of eight (8) weekends in an eight (8) week schedule and not force RFT2s into working consecutive weekends. Additional they will not schedule or assign RFT1s to work on a Sunday or a consecutive Saturday. The Company further agrees to follow Article 16.02 f) of the Collective Agreement when building and/or adjusting any RFT schedule.

Once I have confirmation of your agreement to the terms and conditions outlined above, I will start working Minutes of Settlement.

Sincerely,



Mireille Bergeron
Directrice, RH, RT, S&S et Communications

C.c. Laura-Lee Hamilton
Jean-Philippe Paradis
Mark Olmstead

