

In the Matter of Policy Grievance BTS ON-13-07

**Bell Technical Solutions
(the "Company")**

And

**Unifor
(the "Union")**

Minutes of Settlement

Whereas the Union has filed Grievance ON-13-07 claiming the Company has developed an unreasonable and arbitrary rule concerning availability when not scheduled for work as an extension of its attendance policy, including the requirement to carry phones and check for schedule changes when not scheduled to work;

Whereas the core of the grievance is the fact that the Company has disciplined Regular Part-Time employees ("RPT") and Senior Part-Time employees ("SPT") that did not show up to work on non-guaranteed days of rest ("NGR") pursuant to a scheduled day of rest ("DOR");

Whereas the parties are desirous of settling this matter amicably, without any admission of liability or of wrongdoing;

THE PARTIES AGREE AS FOLLOWS:

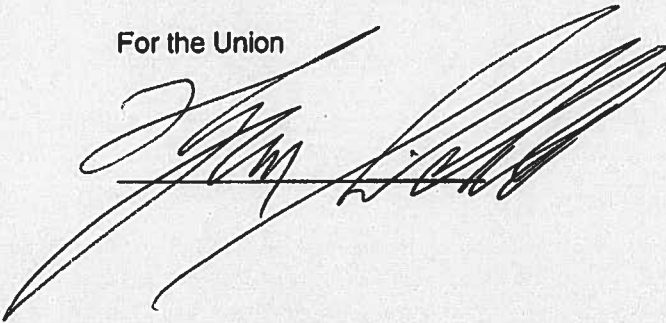
1. The Parties agree and understand that RPTs and SPTs are provided with Company paid smart phones and are notified by text messages of whether or not they are assigned hours of work on non-guaranteed days of rest or whether their shift is cancelled on their non-guaranteed work day.
2. The parties agree that in the following situation, an RPT or SPT employee that does not show up to work on a NGR for regular hours of work will not be disciplined:
 - a. The Company decided which day of the week would be the RPT or SPT employees DOR;
 - b. The Company decided to schedule a NGR the day immediately following the DOR; and
 - c. The RPT or SPT employee was not notified before the end of his shift the day prior to his DOR of the assigned hours of work on his NGR.
3. The parties agree and understand that in order to respect priority in assigning overtime, RPTs or SPTs that are called upon to work an overtime shift on a NGR may be subject to discipline if they do not show up for work.
4. The parties agree and understand that if the RPT or SPT employee chooses his DOR in a given week and the Company schedules a NGR next to this DOR, the RPT or SPT employee may be disciplined for not showing up to work if assigned working hours on

the NGR. The parties reserve their respective positions concerning notification on the day of the NGR, including the union's position that discipline would be unreasonable if employees are notified past 9 pm.

5. Prior to the imposition of any discipline pursuant to paragraphs 3 or 4, a meeting will be held with the employee and the steward, and the employee will be provided with an opportunity to explain the reason for the absence. In the event that discipline is issued, it may be grieved as per Article 12.01 of the collective agreement.
6. It is agreed and understood that this does not affect in any way the right of the Company to cancel a scheduled day that follows a DOR, provided that it is done in accordance with the collective agreement, including notifying of such cancellation on a DOR.
7. This agreement is entered into on a without prejudice or precedent basis, and shall not be referred to or relied upon by either party in future proceedings save and except for its enforcement, and specifically is entered into without prejudice in relation to any position either party takes concerning the interpretation of Articles 8.05 and 16.04(d) of the collective agreement, including any issues arising out of communications via text message.
8. This agreement is in force starting on December 18, 2016 until the expiry of the current May 2, 2011 to May 6, 2018 collective agreement.

Dated this 9th of November, 2016

For the Union



For the Company

