



2018 Collective Agreement Question and Answer Document

Brothers and Sisters,

We have created this question and answer document so you will have a clear understanding of the changes made to the Collective Agreement primarily related to scheduling and overtime and benefits, so you will be better prepared to exercise your rights.

Remember that when you have a question regarding any of your rights under the Collective Agreement ask your local union representatives, not your manager.

Q= Question, A= Answer

1. Q - Has the new Collective Agreement been signed?

A – Yes, after completing a number of reviews for accuracy and structure, the agreement has been signed. PDF copies are now available with printed copies coming later this year.

2. Q - I have heard rumors regarding a missing “Application Document,” what is it and why don’t we have one?

A - An application document is an additional document that can sometimes accompany a Collective Agreement. It is used to clarify the intent of an article and how it is applied. Although we have never had one in any of the Bell family companies, it was the Union’s intention to have one with BTS, based on previous history with this employer. Unfortunately, because of the hyper compressed nature of the latest round of bargaining, time restraints did not permit the negotiation of this document.

3. Q - The new Collective Agreement says that as an employee with one year service I am entitled to benefits. Is this true and how do I enroll?

A - Yes, this is true. All employees regardless of their classification, after one year service, are now entitled to benefits. Enrollment is mandatory and must be completed in order to activate things like your insurance, long term and short term disability coverage, etc. If you already have drug coverage, dental coverage etc., from another provider on your own or through your spouse, you only need to take the coverage that you do not currently have.

4. Q - How do I access my benefits information?

A - The employer will provide you a benefits package on June 11th, 2018. If you are a first time benefits enrollee, you will have until June 29th to complete your enrollment. Once you are enrolled, you can access information about your Group Benefits and Savings from the Industrial Alliance My Space login: <https://iac.secureweb.inalco.com/> a complete list of contact numbers for Industrial Alliance and other important numbers can be found on Page 75 at the back of the Collective Agreement.

5. Q – I already have benefits but want to make changes, when can I do this?

A – The normal window for making changes to benefits is once every three (3) years or when a life changing event takes place (such as loss of coverage under a spouse’s plan). However, the opportunity to make changes is now open during the new enrollment period for all employees with one (1) year service. The window will be open for three (3) weeks starting on or around June 11th to the June 29th, 2018. Watch for the company notice and information packages going out on or before June 11th, 2018.

6. Q - I am a full-time employee and the Collective Agreement says that that my days of rest must be consecutive to another but the company is not scheduling this way. Why?

A - The Union and the Company are currently in dispute on this issue and we have filed a National Policy Grievance in order to deal with the issue, as the Employer has taken the position that they do not agree with the Union on the negotiated intent of the language within the Collective Agreement.

7. Q - The Averaging of Hours Agreement that allows us to work in excess of 48 hours in a week expired on June 6th, was it renewed?

A – No, this agreement was not renewed between the Union and Bell Technical Solutions due to ongoing disputes on Collective Agreement language related to the scheduling of employees. Labour Canada has been notified by the National Union advising them that we no longer have this agreement with the Company.

8. Q - Can I still volunteer to work overtime?

A – Yes, you can still volunteer overtime for up to eight (8) hours per week. However, you can no longer volunteer to work more than 48 hours per week, which is the maximum under the Canada Labour Code. Additionally, the Company under penalty of law cannot cause or permit you to work beyond the 48 hour maximum limit under the code.

9. Q – What happens if I reach the 48 hour limit prior to my last scheduled shift in the week?

A - You will not be permitted to work anymore hours in that week and the shift must be removed by the Company.

10. Q - I am a RPT, under the new Collective Agreement, am I still an “on-call” employee?

A - No, you are not. Under the new CBA you are not “on-call.” Please refer to Article 8.04 for the new definition.

11. Q - If I am not on call as a RPT, can the Company assign me additional regular hours of work on my DOR (day of rest) with or without prior notice?

A – No, they cannot. Additional regular hours of work are offered to RPT employees and they cannot be forced. Offered hours can be declined by an employee.

12. Q - As a RPT, can I be assigned an overtime shift on my DOR (day of rest)?

A - Yes, as a full-time or part-time employee you can be assigned overtime in accordance with Article 17 on a DOR (day of rest), provided they notify you prior to the DOR (day of rest) while you are still on shift. Since no employees are on-call and not required to carry their cell phone while off shift.

13. Q - As a RPT if I decline offered additional regular hours, can the Company force me overtime on my DOR's (days of rest) if my regular hours for the week are under 40 hours?

A - Yes they can, since they cannot force additional regular hours to you as a RPT employee, they may resort to forcing overtime hours to you since they are the only hours of work that they can force assign you. This would result in you being paid at the overtime rate for the days in question, even if you had not completed 40 regular hours of work.

14. Q - If I only worked 30 regular hours because I had a shaded day cancelled or declined additional regular hours could the Company force assign more than one (1) shift to me?

A - Yes they could. If you have only worked or will only work 30 regular hours in a week, the Company can take you up to the 48 hour maximum under the Canada Labour Code. In this case you would be paid 30 hours at your regular rate of pay and 18 hours at the overtime rate of time and one half (1½ X).

15. Q - If the Company assigns me an overtime shift on a DOR (day of rest) and the notice is sent while I am already on a DOR (day of rest), am I required to report to work?

A - No you are not required to report to the shift since the Company did not meet the required notice period, by telling you prior to the end of your last scheduled shift.

16. Q - Under the old CBA I was guaranteed one (1) fixed DOR (day of rest) as an RPT, do I still have this guarantee for any of my DOR's (days of rest)?

A - No you do not. As a part-time employee your DOR's (days of rest) are not fixed. Instead your DOR's (days of rest) are essentially like a full-time employee two (2) of which are confirmed DD-7 (Due Date -7), which equates to seven (7) days' notice to move them.

17. Q - As a part-time employee can I still request a specific DOR (day of rest)?

A - Yes you can. All employees both full-time and part-time can make schedule requests for DOR's (days of rest). Such requests are granted by the employer based on load forecast requirements while respecting seniority rights of member.

18. Q - In the new CBA it says that I have shaded days of work as a RPT, how do I know which days these are?

A – Shaded days on the schedule for part-time employees are identified by a dash (-) in front of the shift. This identifier may change in the future but for now this is how you know.

19. Q – As a RPT when can the Company cancel or modify my shaded days?

A - The Company has until 7:00 p.m. to cancel or modify your shift for shaded days the night before. You are responsible to check for these changes. If no changes are made, we suggest you take a screen shot from your phone for reference. You can then report to the shift as it was scheduled.

20. Q – What happens if a RPT shaded day shift is cancelled or modified after 7:00 p.m. the night before?

A – You are not required to check for changes made after 7:00 p.m. the night before, nor are you required to carry your phone around since you are not on call. In this case the Company would have missed the required notice period, and you can then report to the shift as it was scheduled when you checked at 7:00 p.m.

21. Q - As a RPT when are my guaranteed shift days scheduled?

A – Guaranteed shift days are Saturdays and Sundays, with the exception of the quarterly guaranteed weekend off you get as a RPT. In this case the guaranteed shift days would be the Friday prior to and the Monday following the guaranteed weekend.

22. Q – Can the Company make modify a guaranteed day of work for a RPT?

A - Yes, they have until 7:00 p.m. the night before to change the start time and duration of a shift on a guaranteed shift for a RPT as these details are not confirmed until 7:00 p.m. DD-1 (Due Date -1).

23. Q - Can the Company move a guaranteed shift as a RPT?

A - Yes they can, however they must adhere to the confirmation of these shifts which is DD-7 (Due Date -7) which equates to seven (7) days' notice. It is possible but not likely that you will see this very often as the Collective Agreement identifies which days the guaranteed days must be scheduled. It is limited primarily to Saturday and Sunday, with the exception on surrounding the guaranteed weekend off once per quarter.

24. Q - As a full-time employee, I have an overtime cap under the new Collective Agreement in Article 17.05 b), does this cap include all overtime hours that I work?

A – No, it does not. Overtime caps for full-time employees apply to force assigned and involuntary overtime (which is considered as forced). Voluntary overtime hours are not applicable for the caps limits and are not deducted from the applicable limits per full-time classification.

25. Q – As a full-time employee, can my vacation entitlement be reduced by the Company after one (1) year of service?

A – No, they cannot. Your years of service are a milestone that determines how much vacation you are entitled to receive. The Company cannot prorate your entitlement or reduce payment in anyway under the new Collective Agreement.

26. Q - As a Fulltime employee if I was off on benefits for the entire year of 2017, does that mean I do not get any vacation in 2018?

A – No, that is not correct. You would still have the same entitlement in 2018. In addition, as a full-time employee you have the protection of Article 19.04 b) which spells out how you get paid and is referred to as “greater than clause”. For each week of entitlement you will always be paid two percent (2%) of your gross earnings from the year before or 40 hours at your normal rate of pay, whichever is greater. Since you were not at work in 2017, two percent (2%) of zero gross earnings equals zero. Therefore, you would be paid 40 hours at your normal rate of pay for each week of your vacation entitlement.

27. Q - If I am a RPT that gets upgraded to full-time status, what happens to any vacation that I have left that I have not yet taken?

A - Article 19.04 b) would apply for any outstanding vacation left in the year of the upgrade, which has a greater than clause that means you are assured of getting no less than 40 hours of normal wages for each week of entitlement. If two percent (2%) of your gross earnings from the previous year is less, you are guaranteed the greater of the two (2).