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TO: ALL BTS LOCALS AND NATIONAL REPRESENTATIVES

July 17, 2018

Sisters and Brothers,

Re: BTS BULLETIN

As part of an ongoing effort to keep members informed of the issues and discussions that we are having with the employer, we will be continuing to write bulletins for distribution when required. Having said that, we will try to keep the bulletins as short as possible; understanding that some topics may require more detail than others.

Most of the disagreements and grievances so far this year are related to work scheduling and Workforce Management. As this is being written, we still have no resolutions to the issues below. Individual grievances continue to be filed around the Province by Locals. A National Policy Grievance has been filed on Consecutive Days of Rest for full-time employees.

- Consecutive days of rest for full-time employees
- The forcing of overtime not respecting seniority
- The Company is failing to remove non-required forced overtime from employees on a given day in their common locality and then letting other employees go home early on TGP/HMP/PGU on the same day.
- The forcing of overtime shifts to employees who are moved to a different common locality, when there are employees in that common locality that should be forced the overtime instead.

Additionally, the Committee and the National Union are currently reviewing our options with respect to filing multiple ULP's (Unfair Labour Practices) with Labour Canada against our employer.

Some new issues that came up at the end of last week that we feel members should be aware of; we will go over as briefly as we can.

It has come to our attention that the Company has been converting employees' overtime hours back to regular hours of work in relation to the 48 hours per week cap. We have had a few examples of this provided to us, and two of the members of our Committee have experienced it first-hand.

We therefore advise, all members to actively track their overtime and regular hours including a review of their electronic pay stubs to ensure that you are being paid correctly and not losing out on money owed to you. We would like you to note that the app on your phone is not currently showing an accurate number of hours in all boxes. The Company cannot make changes to your reported time or to your pay without talking to you. This basically amounts to theft of monies owed to you and should be grieved if it happens to you, as it violates the law, your Collective Agreement and the Company Business Code of Ethics.

Some issues that specifically impacted part-time employees also came to light last week. The first issue is when a newly hired part-time employee works uncontrolled overtime hours and has regular hours of work removed because they are not permitted to go over the Canada Labour Code 48 hour limit. They are inadvertently extending the length of time it will take to get out of the probationary period by working the overtime. Overtime hours do not count and are not deducted from the probationary period and as such, when the regular hours are removed because overtime hours were worked, it will take that much longer for the new hire to clear the probationary period.

The second issue that has been brought to our attention is regarding the guaranteed quarterly weekend off for part-time employees being scheduled just in front of a vacation week. As a part-time employee your guaranteed quarterly weekend is just that (Saturday and Sunday). When you are taking a week of vacation, it includes that Sunday prior to and the Saturday following the selected week. The issue raised is that when the Company schedules the guaranteed weekend directly in front of a part-time employee's vacation, they are only getting half of the guaranteed weekend because Article 19.07 c) already ensures that the Sunday is guaranteed off.

Having said that, the only way the part-time employee would not suffer detriment in this scenario would be to have the full weekend off before and after the vacation just like a full-time employee (this however is not outlined in the Collective Agreement and could be considered a violation.) Therefore, the option is to have the guaranteed weekend moved away from the vacation week. The same problem described above would exist if the guaranteed weekend was placed directly following a vacation week, the only variation would be that we are talking about the Saturday portion on the guarantee not the Sunday.

If you are a part-time employee and either of these scenarios have taken place on your schedule ask your manager to have the issue corrected. Failing that, we suggest you speak with a Union Steward to resolve the issue to ensure you are getting your Collective Agreement entitlement.

Unfortunately, for all of us the Company has fallen short of the assurances made at the end of bargaining, of a new beginning and fresh start, to repair the working relationships with their employees and the Union. More to come in the near future, until then we hope you continue to have a safe summer, and enjoy anytime off you may have with your friends and family.

In Solidarity,
Your Bargaining Committee

cc: Chris MacDonald
Mireille Bergeron
Laura-Lee Hamilton

TS/kw:cope.343