

**In the Matter of Grievances BTS-ON-16-04, BTS-ON- 17-01, BTS-ON-17-02 and BTS-ON-17-03
and other related grievances**

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

And

**Unifor
(the "Union")**

Minutes of Settlement

WHEREAS the parties are part to a collective agreement from May 2, 2011 until May 6, 2018 ("**Collective Agreement**");

AND WHEREAS 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;

AND WHEREAS 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.

AND WHEREAS 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.

AND WHEREAS the Collective Agreement provides that employees can have various statuses, namely the status of Full-Time Employee as defined in section 8.03 and Part-Time Employee as defined in sections 8.04 and 8.05;

AND WHEREAS the Union filed National Policy Grievances BTS-ON-16-04, BTS-ON- 17-01, BTS-ON-17-02 and BTS-ON-17-03 (collectively the "**National Policy Grievances**") and other local policy grievances, group grievances or individual grievances (collectively the "**Related Grievances**") concerning the scheduling of Full-Time and Part-Time employees and assignment of overtime hours;

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AND WHEREAS these Minutes of Settlement constitute a full and final settlement of the National Policy Grievances and Related Grievances, which shall not be refiled;

THE PARTIES AGREE AS FOLLOWS:

1. The preamble shall form an integral part of these Minutes of Settlement. The National Policy Grievances and Related Grievances are all settled as per the terms and conditions contained herein.
2. These Minutes of Settlement shall become effective on the Sunday following its signature.
3. Should a disagreement intervene concerning the application or interpretation of these Minutes of Settlement, it is agreed and understood that the parties will first bring the items disagreed upon at the Labour Relations Committee. Each party shall have the right to file a grievance in the event of non-observation of these Minutes of Settlement and an arbitrator shall have the authority to apply these Minutes of Settlement. However, an Arbitrator shall have no jurisdiction to modify, strike out or add to these Minutes of Settlement.

A) Settlement of grievance BTS-ON-16-04 and related grievances

4. The Company agrees that as a settlement of grievance BTS-ON-16-04, it will not schedule or assign overtime shifts of less than eight (8) hours subject to the terms below:
 - a. 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;
 - b. 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 when assigning or forcing overtime without having to pay the balance of the shift;
 - c. In addition, it is agreed and understood that 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.
5. The Company agrees to settle all individual grievances from regular full-time employees that were assigned / scheduled a shift of less than eight (8) hours and that were filed and

presented at step 1 or step 2 of the grievance procedure as of September 20, 2017. The settlement will consist of paying compensation based on the difference between eight (8) hours and the hours actually worked on the day, paid at the overtime rate. It is agreed and understood that all other local policy grievances regarding this matter will be considered settled following the signature of these Minutes of Settlement.

B) Settlement of grievances BTS-ON-17-01 and related grievances

6. 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 parties agree to settle the dispute as per the following:
 - 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;
 - b. 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 Company 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.
 - c. 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.

C) Settlement of grievance BTS-ON-17-02 and related grievances

7. As a settlement of National Policy Grievance BTS-ON-17-02, the parties agree to the terms and conditions below:
 - a. the Company agrees 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);
 - b. 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

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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 when assigning or forcing overtime without having to pay the balance of the shift;

- c. In addition, it is agreed and understood that 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.
- 8. 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.
- 9. 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.

D) Settlement of grievance BTS-ON-17-03 and related grievances

- 10. 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. Additionally 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.

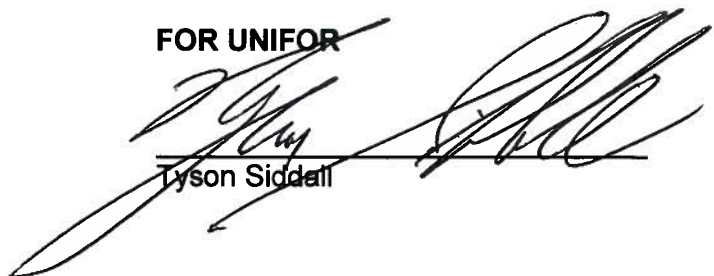
Dated, October 11 2017

FOR BELL TECHNICAL SOLUTIONS



Mireille Bergeron

FOR UNIFOR



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