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August 19, 2020

TO: ALL BTS LOCALS AND NATIONAL REPRESENTATIVES

Brothers and Sisters,

RE: STUDENT HOURS

On our last provincial update call held on July 30th 2020, we explained a number of issues we were having with the Company regarding students receiving hours of work that they were not entitled to work under the terms of the Collective Agreement. Additionally, we are aware now that a number of students have graduated since April of this year and will continue into December, some of which have now become RPT employees via the recent postings around Ontario.

We continue to discuss the issue of what was done and our view that damages should be paid to RPT employees in the province where this has happened. The Company is currently reviewing what we have put forward to them and have not yet come back with a final position. We asked on the call that those Locals who have students, look within your respective Locals to identify if this happened and to quantify any potential damages your members would be looking at.

Having said that, it appears to the Committee that the Employer is stalling out discussions with the Union as a potential delay tactic and as such we suggest that the Locals who have identify grievable issues in relation to the student hours to proceed with the filing of these grievances.

When the Company has gotten back to us and discussions have concluded we will advise you of their final position.

In Solidarity,

Your Bargaining Committee

kvcope343

c.c. Chris MacDonald



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August 19, 2020

TO: ALL BTS LOCALS AND NATIONAL REPRESENTATIVES

Brothers and Sisters,

Re: BTS BULLETIN

As you all are aware we have been met with many challenges this year with our employer. The COVID-19 World Pandemic and its impact to the workload has been amongst the more notable problems. Across Ontario we have seen our members experience a significant loss of work due to the workload falling short of the regular forecast adding unforeseen financial stress for many. As a result of the low workload volume, members who would have normally been banking hours in their TGP banks to use when we slow in the winter have had very little opportunity to do that this year. Overtime as we know has been in short supply and not nearly as abundant as in past years and as such, the current average for TGP banked hours is around 6 days or less. The positive side to that if any is that we have not experienced the forcing of unwanted overtime around Ontario either.

In discussions with the Employer we have been told that the expected forecast beyond the Student Inward season will be lower than earlier anticipated, and as such we recognize that this will be a big concern for the RPT members in the province should the hours drop to the minimum guarantee under article 16.04 e) ii for the period October 15th 2020 to May 15th 2021 of only 2 days per pay period.

As we go forward entering in to what should be one of our busiest periods of the year, we felt that the membership should be aware of the projected realities of the load beyond the Student Inward. We also suggest that members may want to take the opportunity to work all the hours they can get, including the overtime hours while they are available since by all indicators we are setting up for a slow winter. Ultimately this is a decision that each person will make based on their own situations. As a committee we felt that providing the information to allow members to make informed decisions was required.

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We would also remind you that in March of this year an Averaging of Hours Agreement with the Employer was signed to allow members to work beyond the Canada Labour Code limit of 48 hours per week. This will allow employees to work much more overtime now while it's available than they would be permitted to with this agreement in place. Having said that, please remember that only you can choose to work beyond 48 hours in a week, the employer cannot force, compel or pressure you into working beyond. Only you can make that choice.

Please share this information with all your membership in your Locals.

In Solidarity,

Your Bargaining Committee

kvcope343

c.c. Chris MacDonald

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National President
Président National

Renaud Gagné
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Directeur Québécois

Robert J. Orr
National Secretary-Treasurer
Secrétaire-trésorier national

September 20, 2018

TO: ALL BTS LOCALS AND NATIONAL REPRESENTATIVES

Sisters and Brothers,

Re: BTS BULLETIN

We are writing this memo to the membership but more specifically the RFT employees at Bell Technical Solutions, in an effort to address the email sent on Monday, September 17th, 2018 to BTS employees around the province of Ontario by the company.

As you can imagine we were surprised that the company would state in their letter that *“the concept of guaranteed days of rest was not negotiated for during the last round of bargaining”*. The members of the bargaining committee have met with the employer several times since May 6th, 2018 to try and resolve the issues regarding the interpretation of the language and the various changes that were in fact, negotiated in the last round of bargaining that the company signed off on in February of 2018 - including a meeting that took place over 3 days in Toronto with the company President Jean Philippe Paradis and Director of HR for BTS Mireille Bergeron from August 7th to the 10th, 2018.

The purpose of this meeting was like prior meetings, to try and come to a resolution regarding the dispute between the parties on the intent and interpretation of the negotiated changes to the consecutive days of rest language. The company had also attempted to resolve the issue, by presenting the union with a Memorandum of Agreement where they would agree to the consecutive days for RFT1, and RFT2 employees but not for RFT3 employees. Along with other changes that would negatively impact the RPT employees in our opinion. The committee rejected the Memorandum of Agreement and we were unable to get the employer to agree to any resolution.

It is one thing for the employer to say that they do not agree with the Union’s interpretation of what was negotiated. It is something, altogether different, for the employer to deny it was bargained at all.

The union has been completely open and transparent with the membership and the company regarding the dispute over the interpretation of the negotiated changes to the collective agreement. It was our expectation that the company would do the same.

Regarding the three preference choices put forth; it is the Union's opinion that the best option is to not make a selection. Furthermore, the company openly stated to the committee that they were mitigating potential damages on an ongoing basis, should they lose the arbitration scheduled to begin April 12th, 2019. We feel that should the company lose the arbitration and the arbitrator includes monetary damages in the decision, members who choose option 3 may render themselves ineligible to receive damages since they had volunteered to have nonconsecutive days of rest in their eight week schedule.

We suggest that you focus on the last paragraph in the company letter *"In the absences of any preference, the company may schedule a single day of rest, while continuing to make every effort to limit occurrences."* If this statement by the company is sincere, then the number of single days of rest on a schedule should be kept to a minimum while the arbitration and grievances run their course, which would effectively mean, we should expect to see days of rest being scheduled like they were under the previous collective agreement.

We have not been successful in resolving the dispute to date and suggest that grievances that are currently being filed by individual members at some point be held in abeyance pending the outcome of the National Policy Grievance arbitration.

As for our message to the employer, we continue to remain open to further discussions to resolve the dispute on consecutive days of rest for RFT employees and all other outstanding and ongoing issues that negatively impact the members we represent in Ontario.

In Solidarity,

Your Bargaining Committee

cc: Chris MacDonald
Mireille Bergeron

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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

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TO: ALL BTS LOCALS AND NATIONAL REPRESENTATIVES

July 13, 2018

Sisters and Brothers,

Re: BTS BULLETIN

We are writing this letter as part of an ongoing effort to keep you informed of issues currently facing members of the Bell Technical Solutions bargaining unit. The Committee met with the Company in a series of scheduled meetings. As a result, we have become aware of some important issues regarding scheduling and the working of overtime.

As many of you have now seen on your work schedules, the company has decided to start scheduling full-time employees around the province on a 6x4 during a pay period with no explanation or notice as per the Canada Labour Code. This language is old and not commonly used but has been there since the creation of the Company.

When an employee is on a 6x4 schedule in the pay period, in the first week all six days are regular hours of work and the four days in the 2nd week are regular hours as well. This is outlined in Article 16.02 b), and as such no overtime rate applies to the 6th day in week one.

Last year, as you may recall, there were a number of National Policy Grievances that were filed and settled. Some were regarding overtime, others were regarding shift sizes for part-time and full-time employees. In the resolution of these grievances it was agreed that a regular shift becomes insolvent if it is less than six continuous hours. There was no agreement to let the company out of its obligations regarding the number of guaranteed hours they must provide. As such we have found that the Company's current way of running their business where they continue to leverage overtime due to an inability to right size the workforce (hire and retain new employees) is now causing further violations of our Collective Agreement, by robbing employees of contractually guaranteed basic hours of work.

Allow us to explain; as a full-time employee we are all guaranteed 40 basic hours per week or 80 basic hours when they are averaged over a two week pay period.

For part-time employees your guaranteed days are on Saturdays and Sundays. So what is now happening is employees are having shifts canceled by the company because they are not permitted to work more than 48 hours in a week and or the shift has become insolvent since it is less than six hours resulting in a loss of guaranteed basic hours of work that the company is not paying people for or facilitating the rescheduling of the hours where possible.

To help clarify - this is an example of a 6x4 schedule full-time employee:

- A Fulltime employee is scheduled eight hour shifts Monday to Saturday in the 1st week (48 basic hours) and Tuesday to Friday in the 2nd week in the pay period (32 basic hours).
- In the first week due to uncontrolled overtime (voluntary, involuntary/forced) the employee reaches 43 hours by Friday. This would be 40 regular hours plus three hours of overtime. This leaves only five of their eight scheduled basic hours available to be worked under the Canada Labour Code limit of 48 hours when the employee is guaranteed eight hours for the day under the Collective Agreement.
- Having five basic hours left in the week the shift becomes insolvent (less than six hours) but the employee can choose to work the five hours if they wish or the hours are removed.
- If the employee chooses to work the five basic hours to take themselves to the 48 hour maximum under the Canada Labour Code. They are still short three guaranteed basic hours of work.
- In the following week they are scheduled 32 hours so there is room for the three basic hours, however there is no such thing as a three hour regular shift.
- Having said that in order to not lose any guaranteed hours, the employee would need to let the shift become insolvent and have the Company schedule a regular eight hour shift in week two. By doing this it effectively changes the pay period back to a 5x5 configuration where the employee would be paid 40 basic regular hours plus three hours overtime in week one and 40 basic regular hours in week two of the pay period.

- If the overtime in this 6x4 example was two hours in the first week taking the total to 42 hours by Friday 40 basic regular hours plus two hours overtime and the employee works the remaining six hours of their shift on the Saturday. The employee is now losing two guaranteed basic hours.
- Again, room in week two for the additional basic hours, but no such thing as a two hour shift, and who would want to come in for two hours.
- **The solution going forward in these 6x4 examples to avoid losing basic guaranteed regular hours is to not work any overtime in the 1st week since you are already scheduled the maximum under the Canada Labour Code and limit your overtime to eight hours in the 2nd week. Additionally you may be able to exercise your seniority rights for choice of days and hours of work to try and avoid the 6x4 altogether since the shift is preventing you from exercising your seniority right to be able to work up to eight hours of overtime per week.**

Here is an example of a 5x5 full-time schedule, but you will see the principle is the same:

- A full-time employee is scheduled eight hour shifts Monday to Friday in the 1st week and Tuesday to Saturday in the 2nd week in the pay period.
- In the first week due to uncontrolled overtime (voluntary, involuntary/forced) the employee reaches 43 hours by Thursday. This would be 32 regular hours plus 11 hours of overtime. This leaves only five of their eight scheduled basic hours available to be worked under the Canada Labour Code limit of 48 hours when the employee is guaranteed eight hours for the day under the Collective Agreement.
- Having five basic hours left in the week the shift becomes insolvent (less than six hours) but the employee can choose to work the five hours if they wish or the hours are removed.
- If the employee chooses to work the five basic hours to take themselves to the 48 hour maximum under the Canada Labour Code. They are still short three guaranteed basic hours of work.
- In the following week they are scheduled 40 basic regular hours so there is no room for the three more basic hours, these basic hours are now lost.

- Having said that in order to not lose any guaranteed hours, the employee and the company would need to limit the overtime to eight hours in a week, which is in keeping with the Canada Labour Code.
- If the overtime in this example was 10 hours in the first week taking the total to 42 hours by Thursday 32 basic regular hours plus 10 hours overtime and the employee works the remaining six hours of their shift on the Friday. The employee is now losing two guaranteed basic hours.
- Basic hours that again are lost since the employee is already schedule 40 hours in week two of the pay period.
- **The solution going forward in these 5x5 examples to avoid losing basic guaranteed regular hours is to not work more than eight hours of overtime per week, which is in keeping with the maximum hours per week under the Canada Labour Code.**

You will see that it is clear to us that members are losing out on guaranteed hours of work that in the end translates to money out of your pockets. We strongly recommend at this time that all members limit their overtime to no more than eight hours per week (with the exception of the 6x4) to ensure that you are not suffering detriment do to the loss of your basic guaranteed hours that you are entitled to as per the Collective Agreement.

Additionally, if you have suffered a loss of guaranteed basic hours, we recommend you speak with your union steward or executives regarding your rights to compensation for lost basic hours. You may also have seen or experienced an increase in number of Saturdays employees are being scheduled.

We would further suggest that when you are scheduled to work on a Saturday by the company and they run out of work **DO NOT** volunteer to go home. The company will continue to over schedule on Saturdays when they have people willing to go home. When you come to work they are required to pay you for the day. Even if that means you are on WOW or some other code performing some other task like JIT modules. If they are paying for people because they have no work, logic dictates they would stop overscheduling. **Stop facilitating the over scheduling of Saturdays, stay at work finish your shift.**

In Solidarity,
Your Bargaining Committee

cc: Chris MacDonald
 Mireille Bergeron

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