

MINUTES OF SETTLEMENT

B E T W E E N:

UNIFOR

(“Unifor”)

- and -

BELL TECHNICAL SOLUTIONS

(“BTS”)

NATIONAL POLICY GRIEVANCE #BTS-14-SH-01

WHEREAS, Unifor filed Grievance #BTS-14-SH-01 (the “Grievance”) with respect to the interpretation of Article 21.02 of the Collective Agreement;

AND WHEREAS, the Grievance alleges that BTS was failing to provide proper living expenses to employees working more than 100 km from their work centre;

AND WHEREAS, BTS denied the Grievance;

AND WHEREAS, the Grievance was referred to arbitration before Arbitrator Goodfellow;

AND WHEREAS, the parties have already agreed at the Joint Labour Relations Committee on the manner of calculating whether a garage or home dispatched employee is considered to be working more than 100 km from their usual work centre;

AND WHEREAS, the parties wish to resolve the Grievance;

NOW THEREFORE, it is agreed as follows:

1. When an employee works more than 100 km from his normal work centre, the employee is entitled to a per diem for one meal when the employee is:
 - a) Scheduled to work an 8 or a 10 hour shift; and,
 - b) Actually works up to 10 hours.

2. Where the employee is entitled to a per diem for one meal, the meal payable will be lunch.
3. When an employee works more than 100 km from his/her normal work centre, the employee is entitled to a per diem for two meals when the employee is:
 - a) Scheduled to work an 8 or a 10 hour shift; and,
 - b) Has his/her hours extended to over 10 and up to but less than 12 hours.
4. When an employee works more than 100 km from his/her normal work centre, the employee is entitled to a per diem for three meals when the employee works 12 hours or more.
5. Where the employee is entitled to a per diem for two meals, the meals payable will be:
 - a) Breakfast and lunch where the employee's start time is 8 a.m. or earlier; or
 - b) Lunch and dinner where the employee's start time is later than 8 a.m.
6. Examples of the application of the settlement are attached at Appendix "A".
7. BTS shall compensate employees eligible for a second (and third if applicable) per diem in accordance with paragraph 1 and 2 above, who were not paid a second (or third) per diem effective August 28, 2016. Eligible employees will have 45 days from the signing of these minutes of settlement to submit a claim following the current expense claim process to his/her manager, who shall determine the claim in accordance with these Minutes of Settlement.
8. Arbitrator Goodfellow is seized with respect to any disputes arising out of these Minutes of Settlement.

Dated at Toronto, Ontario this 26 day of September, 2016.



For Unifor



For Bell Technical Solutions

APPENDIX "A"

Examples:

In all examples, per diem is only payable when the employee spends all or part of his/her day working more than 100 kilometres from their usual work centre.

1. Technician A works from 8 am to 7 pm. Technician A is entitled to a per diem for lunch for the shift.
2. Technician A's hours are extended beyond 7 p.m. (but to 9 p.m.) Technician A is entitled to a per diem for lunch and dinner for the shift.
3. Technician B works from 7 a.m. to 6 p.m. Technician B is entitled to a per diem for lunch for the shift.
4. Technician B's hours are extended beyond 6 p.m. (but not to 8 p.m.). Technician B is entitled to a per diem for breakfast and lunch for the shift.
3. Technician C works more than 12 hours. Technician C is entitled to a per diem for breakfast, lunch and dinner.