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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 17<sup>th</sup>, 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 6<sup>th</sup>, 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 7<sup>th</sup> to the 10<sup>th</sup>, 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 12<sup>th</sup>, 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

TS/kw:cope.343