



**unifor**  
theUnion | Canada

**OCC Arbitration/Bargaining Fund**  
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May 25, 2015

**RE: UNIFOR AND BELL TECHNICAL SOLUTIONS – NATIONAL POLICY GRIEVANCE - HOME DISPATCH NATIONAL POLICY GRIEVANCES CEP-BTS-ON-13-01 & CEP-ON-10-07**

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With the assistance of arbitrator Robert Herman, Unifor and Bell Technical Solutions were able to agree to a mediated settlement of the two National Policy Grievances.

The settlement includes the following features:

1. Improvements to the existing Home Dispatch Policy which will provide greater certainty to employees regarding shift start and stop times.
2. Communication to home dispatched employees explaining rights and duties under the revised Policy as well as confirmation of primary dispatch areas.
3. A process to be followed to address employee concerns with respect to primary dispatch areas.
4. A commitment to offer home dispatch to 200 or more employees by August 31, 2015.
5. The payment of 24 hours of TGP to eligible home dispatched employees within 30 days.

In solidarity

*Ray Mortimer*

Prime contact for the  
OCC Arbitration / Bargaining Committee

# CaleyWray

**LABOUR/EMPLOYMENT LAWYERS**

1600-65 Queen Street West  
Toronto ON M5H 2M5

**Micheil M. Russell**  
Direct Line: 416-775-4679  
Toll Free: 1-866-691-3763  
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Email: russellm@caleywray.com

File No. 31118

May 21, 2015

**E-MAILED**

Mr. John O'Dell  
National Representative  
Unifor  
5915 Airport Road, Suite 510  
Mississauga, ON L4V 1T1

Dear Mr. O'Dell:

**RE: UNIFOR AND BELL TECHNICAL SOLUTIONS – NATIONAL POLICY  
GRIEVANCE - HOME DISPATCH NATIONAL POLICY GRIEVANCES CEP-BTS-  
ON-13-01 & CEP-ON-10-07**

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Please find attached copies of the Minutes of Settlement resolving both of the National Policy Grievances filed in relation to the home dispatch issue.

Please call me if you have any questions with the foregoing.

Yours truly,  
**CaleyWray**



Micheil M. Russell  
MMR/nv  
Enclosure

c: S. Howes  
S. Snyders  
S. Cowan  
J. Fling

## MINUTES OF SETTLEMENT

BETWEEN:

**UNIFOR**

(the "Union")

-and-

**BELL TECHNICAL SOLUTIONS**

(the "Company")

***RE: NATIONAL POLICY GRIEVANCE CEP-ON-10-07***

(the "National Policy Grievance")

**WHEREAS**, the Union filed a National Policy Grievance in relation to the Home Dispatch Policy on November 25, 2010 (the "Grievance");

**AND WHEREAS**, the Grievance was referred to arbitration before arbitrator Herman;

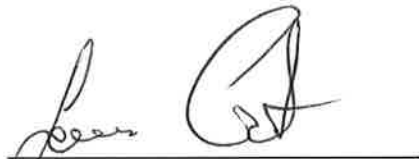
**AND WHEREAS**, arbitrator Herman issued an award dated November 8, 2011 in which the Home Dispatch Policy was declared null and void;

**AND WHEREAS**, the parties wish to fully and finally resolve all issues arising out of the Grievance;


**NOW THEREFORE**, it is agreed as follows:

1. The Grievance is hereby fully and finally settled in accordance with the terms of these Minutes of Settlement.
2. This Settlement is entered into on a without prejudice or precedent basis and shall not be referred to or relied upon by either party in any future proceedings save and except for its enforcement.
3. Arbitrator Herman is seized with respect to any issues arising out of the interpretation, application or administration of these Minutes of Settlement.
4. Within thirty 30 days, the Company shall grant every Home Dispatch employee employed by the Company both as of the date of filing of the Grievance (i.e. November 25, 2010) and as of the date of signature of these Minutes of Settlement twenty-four (24) hours of TGP that shall be used in accordance with the provisions of the Collective Agreement.
5. The benefit described in paragraph 4 is offered by the Company without admission of liability or wrongdoing, in fact any liability or wrongdoing is expressly denied. The parties agree that these Minutes of Settlement are entered into for the sole purpose of settling the Grievance and shall not be used or relied on in any other proceeding or matter.

Signed at Mississauga this 20th day of May, 2015.

  
\_\_\_\_\_  
For the Company

May 20, 2015  
Date

  
\_\_\_\_\_  
For the Union

MAY 20, 2015  
Date

## **MINUTES OF SETTLEMENT**

B E T W E E N:

**UNIFOR**

(the "Union")

-and-

**BELL TECHNICAL SOLUTIONS**

(the "Company")

***RE: GRIEVANCE CEP-BTS-ON-13-01***

(the "Grievance")

**WHEREAS**, the Company introduced an amended Home Dispatch Policy on January 8, 2013;

**AND WHEREAS**, the Union filed the Grievance in relation to the amended Home Dispatch Policy;

**AND WHEREAS**, the Grievance was referred to arbitration before arbitrator Herman;

**AND WHEREAS** the arbitration commenced on May 18, 2015 and arbitrator Herman provided guidance and assistance to the parties in reaching a mediated solution;

**AND WHEREAS**, the parties wish to enter into Minutes of Settlement which resolve all issues arising out of the amended Home Dispatch Policy;

**NOW THEREFORE**, it is agreed as follows:

1. The Grievance is hereby withdrawn and these Minutes of Settlement settle all issues raised by the Grievance, including but not limited to alleged breaches of article 16.01 and 17.10 of the Collective Agreement and alleged breaches of the Canada Labour Code.
2. Any individual grievance related to the Grievance is also considered withdrawn.
3. The Company shall further amend its Home Dispatch Policy in the form attached hereto as Appendix A ("Policy"), which shall be introduced by the Company to become effective on July 1, 2015. It is understood and agreed that the Policy shall be administered reasonably by the Company.
4. The Company shall schedule meetings to present the Policy to home dispatched employees as soon as practicable. A Union representative, who shall be determined by the Union, shall be provided with notice of the meetings and an opportunity to attend the meetings.
5. Nothing prevents the Company from changing unilaterally the Home Dispatch Policy. However, it is understood and agreed that in the event of such changes, the Union reserves its rights and may file a grievance to challenge them.
6. The Union hereby represents and agrees that the Policy compensates for all time worked by Home Dispatch employees, including any existing duties (ie. circle check, log in and log off) at the start or end of shifts. The Union also represents and undertakes not to file any similar grievance or complaint whatsoever in relation to commuting time for Home Dispatch employees.

7. The Company agrees to communicate the Primary Dispatch Area to all employees that are home dispatched employees within 90 days following the signature of these Minutes of Settlement. Any reassignment of Primary Dispatch Area will be determined reasonably by the Company. In the event that an employee has concerns with his assigned Primary Dispatch Area, he may request a meeting with his manager and his Union representative in order to review these concerns with the intent to find a solution, if possible.
  
8. The Company agrees that the employees listed in Appendix B, who elected to become Garage Dispatched as a result of the uncertainty surrounding the Policy, shall be provided with an opportunity to once again become Home Dispatched. This option shall be exercised within 30 days of the signing of the Minutes of Settlement. These employees shall receive the payment referenced in paragraph 4 of the Minutes of Settlement in relation to grievance CEP-ON-10-07 to the extent they are eligible.
  
9. Arbitrator Herman is seized with respect to any issues arising out of the interpretation, application or administration of these Minutes of Settlement.

Signed at Mississauga this 20 day of May 2015.

  
\_\_\_\_\_  
For the Company

May 20, 2015  
Date

  
\_\_\_\_\_  
For the Union

MAY 20, 2015  
Date

**APPENDIX B**

**List of Employees  
(with respect to paragraph 8)**

Shawn Cowan

Dave Wilson

Nick Vendittelli

Len Archer

The Company agrees to consider additional names that may be submitted by the union.



LETTER OF COMMITMENT

May 20, 2015

(Name)  
Unifor  
(Address)

Dear Mr. (name):

Re: Commitment on Additional Home Dispatched Employees

The Company commits to offer the Home Dispatch privileges to 200 or more employees, at the Company's discretion, who are not already participating in the Home Dispatch program by August 31, 2015.

The Company will consider the Union's preference to maximize the number of Full-Time employees who will be offered the additional home dispatch privilege. Home Dispatch privilege will be offered based on Company's business requirements.

The 200 employees who will elect to participate in the Home Dispatch program will be subject to all terms and conditions of the Home Dispatch Policy.

Your truly,

(Name)  
(Title)



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May 25, 2015

RE: **UNIFOR AND BELL TECHNICAL SOLUTIONS – NATIONAL POLICY GRIEVANCE - HOME  
DISPATCH NATIONAL POLICY GRIEVANCES CEP-BTS-ON-13-01 & CEP-ON-10-07**

Appendix A

# HOME DISPATCH POLICY

**This document will be rolled out in the  
workplace.**

In solidarity

*Ray Mortimer*

Prime contact for the  
OCC Arbitration / Bargaining Committee