

MEMORANDUM OF SETTLEMENT

B E T W E E N:

UNIFOR

(the "Union")

- and -

BELL TECHNICAL SOLUTIONS

(the "Company")

National Policy Grievance CEP-BTS-ON-13-03

WHEREAS the Union filed the National Policy Grievance CEP-BTS-ON-13-03 (the "Grievance") on behalf of the employees of Bell Technical Services ("BTS" or "the Company") in the province of Ontario covered by the Unifor/BTS collective agreement (the "Collective Agreement");

AND WHEREAS, by its grievance, the Union alleged that the age-based distinctions in respect of employees who are over the age of 65 that are found in certain benefit plans violate the Collective Agreement and the *Canadian Human Rights Act*;

AND WHEREAS the Company does not agree with any of the Union's allegations made by the Grievance;

AND WHEREAS the arbitration hearing of the Grievance commenced before Arbitrator Michel Picher on December 3, 2014 and was completed on April 16, 2015;

AND WHEREAS the parties wish to settle in a full and final manner all matters related to the Grievance;


NOW THEREFORE, the parties agree to the following:

1. The above preamble forms an integral part of this MOS.
2. The Union withdraws its claims with respect to age-based distinctions applicable to employees who are 65 years of age or older that are contained in the following plans: long term disability, basic life, dependent life and optional life (participant and spouse) insurance.
3. The Union withdraws its allegation and its request that the short-term disability ("STD") plan should provide the same benefits after age 65 until the date of retirement;
4. Effective as of the date of signature of this MOS, BTS will provide STD benefits to full-time and senior part-time employees commencing at age 65 and terminating on the employee's 71st birthday, or the date of retirement if earlier, as follows:
 - (a) Subject to paragraph 4(c) and 4(d), the STD plan will provide weekly indemnity benefits beginning on the 8th consecutive calendar day of absence, to a total maximum of 26 weeks.
 - (b) The amount of weekly indemnity benefits is determined according to the formula set out in the Summary of Benefits of the STD plan.
 - (c) For each period of disability, an employee will be entitled to receive a maximum of 15 weeks of STD benefits. For any new period of disability, the employee will only be able to qualify to receive further STD benefits after having returned actively to work for a minimum period of ninety (90) consecutive days without any sickness absence or unauthorized absence.
 - (d) For clarity, employees' entitlement to receive STD benefits is capped at a total of 26 weeks of disability for the entire 6-year period commencing at the age of 65 and terminating at the age of 71, without regard to whether the disability period(s) are consecutive or not.
5. The Grievance and all other similar or related individual grievances, are considered withdrawn by the Union effective as of the date of signature of this MOS.
6. The Union will not initiate, file or support any further grievances or legal proceedings before any arbitrator or the Canadian Human Rights Commission/Canadian Human Rights Tribunal to challenge the legality of the benefits offered to active employees over the age of 65 who are covered by the Collective Agreement. In the event any such proceeding is initiated by an employee covered by the Collective Agreement, the Union will notify the Commission/Tribunal that the issue has been conclusively settled between the parties and the Union agrees that the program of benefits offered to employees over the age of 65 is in compliance with the applicable provisions of the Collective Agreement, including Article 3.02, and the *Canadian Human Rights Act*.

7. Should the Union contravene any of the undertakings set out in paragraph 6 of this MOS, this MOS will become automatically null and void without further notice by the Company.
8. It is understood that this MOS does not prevent the Company from modifying any of the above plans upon satisfying the conditions set out in the Collective Agreement, subject to the Union's right to file a grievance in accordance with the Collective Agreement.
9. It is understood that this MOS does not affect the issue of arbitrability of grievances pertaining to benefits offered to employees covered by the Collective Agreement and the parties reserve all of their rights in that regard
10. This MOS is entered into without prejudice or precedent basis to the rights of the Union and/or the Company. Other than to enforce its terms, the parties agree that this MOS shall not be referred to or relied upon in any future applications or proceedings.
11. Arbitrator Picher will remain seized in the event of disagreement over the implementation, interpretation or application of this MOS.

SIGNED at MICC BSA, this 23 day of June 2015.

FOR THE UNION:



FOR THE COMPANY:

