

**UNIFOR BARGAINING UNIT OF BELL
TECHNICAL SOLUTIONS in ONTARIO**

(hereinafter the "**Union**")

and

BELL TECHNICAL SOLUTIONS

(hereinafter the "**Company**")

LETTER OF AGREEMENT ON AVERAGING OF MAXIMUM HOURS OF WORK

This Letter of Agreement (hereafter referred to as "**Agreement**") defines the conditions agreed upon by the parties to permit members of the Union to work more than 48 hours in any specific week, within the parameters as stated by the Canada Labour Code (hereinafter the "**CLC**").

The above mentioned parties agree that the regular work week is 40 hours per week, or 80 hours in a two week period as permitted in the Collective Agreement. It is recognized the **CLC** limits the hours of work for an employee to 48 hours per week.

As the nature of the work done by the Company necessitates irregular distribution of the hours of work of an employee, section 172 of the **CLC** provides the ability to establish an agreement to average working hours over a period of two or more weeks.

The conditions agreed to are:

1. The Parties recognize that given the nature of the Company's activities, the workload can fluctuate based on customer demand during different periods in the year. The parties agree that the appropriate averaging period is 6 months as it allows the Company to meet customer demands and employees members of the Union to work additional hours during busy periods.;
2. The **Averaging Period** will be of a 6 month duration, running from the Sunday on or before February 1st to the Saturday on or after July 31st. The second period of the year will then run from the Sunday on or before August 1st to Saturday on or after January 31st of the following year;
3. The maximum number of hours an employee may work in each of the periods stated above will be 1248 hours, the hours counted as or excluded from "hours worked" are listed in Schedule 1 below;
4. While this agreement permits an employee to work beyond the CLC weekly hour limit, such hours will be on a voluntary basis in accordance with the Collective Agreement and cannot be forced by the employer, with the exception of the application of article 17.06
5. Employees who volunteer to work beyond the CLC weekly hours under this agreement will still be required to fulfill their previously scheduled shift obligations.

6. New employees hired during the Averaging Period will be subject to this Letter of Agreement and will be subject to the Averaging Period on a prorated basis;
7. Compensation for regular hours and overtime hours will continue to be paid as provided in the Collective Agreement;

This Letter of Agreement becomes effective on November 1st, 2013 and will remain in effect until February 1st, 2016. The Company and the Union will meet at the last scheduled LRC meeting of 2015 to determine if the agreement will be renewed. Any dispute that may arise as a result of alleged deviations to the aforementioned terms shall be reviewed during regular LRC meetings. If resolution cannot be achieved, either party may cancel this agreement with 30 days notice.

Dated, October 30th, 2013

FOR BELL TECHNICAL SOLUTIONS

FOR THE UNION – UNIFOR




Schedule 1

Hours included or excluded in total hours worked*	
<u>Included</u>	<u>Excluded</u>
<ul style="list-style-type: none"> • All regular working codes including O/T (paid and banked) • HMP – time taken off or the time worked on a holiday • MSP – Paid sickness time • MIP – On-duty injury • VAC – Vacation time taken • POP – Obligatory Time Paid (i.e.) • PGP – Personal Granted Paid • PGB - Bereavement • PSP – Paid Suspension 	<ul style="list-style-type: none"> • MSB – medical benefits • MSA – Medical unpaid • MIB – Medical absence work related • MSU - Incidental illness unpaid • TGP – Banked time taken • PCU – unscheduled employee absence (not related to illness) • PGU – Approved personal absence unpaid • POU – Obligatory time off unpaid • PSU – Unpaid suspension

* The inclusion or exclusion of the above codes in calculating hours worked does not necessarily correlate with the compensation provided to the employee



ASSURANCE OF VOLUNTARY COMPLIANCE

File No.: Bell Technical
Assignment No.: MITC01720

Canada Labour Code – Part III

Legal Name of Employer: Bell Technical Solutions Inc.	
Worksite Address: 6720 Hawthorne Ave. Windsor , Ontario N8T 1S9	
Telephone No.: (905) 542-3977	Date: 11 October 2012

Violations:

No.: 1

171(1) - Canada Labour Code Part III

171(1)An employee may be employed in excess of the standard hours of work but, subject to sections 172, 176 and 177, and to any regulations made pursuant to section 175, the total hours that may be worked by any employee in any week shall not exceed forty-eight hours in a week or such fewer total number of hours as may be prescribed by the regulations as maximum working hours in the industrial establishment in or in connection with the operation of which the employee is employed

No.: 2

172(1)(a)(b) – Canada Labour Code Part III

172(1)An employer may, in respect of employees subject to a collective agreement, establish, modify or cancel a work schedule under which the hours exceed the maximum set out in section 171 or in regulations made under section 175 if

172(1)(a)the average hours of work for a period of two or more weeks does not exceed forty-eight hours a week; and

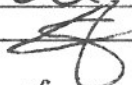
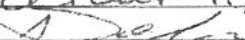
172(1)(b)the schedule, or its modification or cancellation, is agreed to in writing by the employer and the trade union.

Item: The employer assures the inspector that forthwith they will not violate the averaged maximum hours of work of 48 hours per week over the duration of their modified schedule as is prescribed in the terms and conditions of said schedule.

Compliance Date: October 11, 2012

I, the undersigned employer or employer's representative hereby:

1. declare that I have read this document concerning the inspector's findings and understand the violations noted;
2. agree to correct the violations indicated above and to comply with the *Canada Labour Code* and the related regulations on or before the compliance date indicated above; and
3. agree to inform, in writing, the inspector of HRSDC – Labour Program named below, within fourteen (14) days from the above completion date, that remedial action has been taken or submit an action plan with time frames.

Inspector	Employer/Representative
Name: Olga J. Cady	Name: Annette Delas
Address: HRSDC - Labour Dominion Public Building 505-457 Richmond Street London, ON N6A 3E3	Address: Plaza 2- 4th Floor 2000 Argentinia Road Mississauga, ON L5N 1V9
Telephone: (519) 645-5597	Telephone: 905-542-6764
Date: Oct 11, 2012	Date: October 11, 2012
Signature: 	Signature: 

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