

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 (hereinafter 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 workweek 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 for averaging hours at this time is a duration of a 6 months (“Averaging Period”) as it allows the Company to meet customer demands and employees of the Union to work additional hours during busy periods;
2. The first Averaging Period runs retroactively from January 1st, 2020 until June 30th, 2020. The second Averaging Period will be from June 30th, 2020 until December 31st, 2020. As of January 1st, 2021, each Averaging Period will have a 6-month duration period. The first Averaging Period will be from January 1st of each year until June 30th of the same year. The second Averaging Period of the year will be from July 1st, until December 31st of the same 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. This agreement permits an employee on an individual voluntary basis, to work beyond the CLC 48 weekly hour limit with the understanding that if the employee volunteers for

more than 8 hours of overtime in a week, they must complete their regular scheduled shifts in that week, in accordance with the Collective Agreement;

Employees that work involuntary (incidental) overtime will not be forced to work passed the CLC 48 hour limit and such hours will be included in the calculation of the number of hours the Company can force in a given week or pay period. In such circumstances, the previously last scheduled shift of the week will be reduced to meet the 48-hour limit. No employee can be forced by the employer, with the exception of the application of article 17.06 to work beyond the 48 weekly limit.

5. The parties agree that the Company will take a zero tolerance position with any manager that intimidates, coerces pressures or threatens an employee, in any form to work overtime, including exceeding the 48 hour limit;
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 will continue to be paid as provided in the Collective Agreement;
8. This Agreement shall become effective on March 16, 2020 and will remain in effect until May 6, 2022 unless the parties agree otherwise. Any dispute that may arise as a result of an alleged deviation to the terms and conditions mentioned above shall be discussed. If resolution cannot be achieved within 48 hours, the Union or the Company can then cancel the agreement providing 72 hours notice.

Dated, March 16, 2020

FOR BELL TECHNICAL SOLUTIONS

FOR THE UNION – UNIFOR



Mireille Bergeron



Chris MacDonald

Schedule 1

Hours included or excluded in total hours worked*	
INCLUDED	EXCLUDED
<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 • 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 of the above codes in calculating hours worked does not necessarily correlate with the compensation provided to the employee.*

When TGP is used and taken out of the bank by the employee, it still accounts for the calculation of the basic hours of work for that given week, for triggering the increased overtime rate pay