

Agreement between CEPACC and Bell Aliant regarding rest periods, paid meal breaks and meal allowances in overtime situations.

The Common Interest Forum created a subcommittee of members and asked them to conduct further discussions to determine if an agreement could be reached with respect to how rest periods, paid meal breaks and associated meal allowances would be handled in certain overtime situations.

The sub-committee, comprised of Phil Briffett, Alan Fenerty, Noel Pauley, Joan Penney and Pat O'Brien met recently and agreed to the following:

1. That they were addressing situations primarily covered by Article 23.04 and 23.05 (Overtime Meal breaks and Meal Allowances)
2. The agreement supplements the recent Arbitration decision of Susan Ashley (January 2, 2008) as well as the Labour Relations Advisory (LRA #2008 - 03 dated January 28, 2008) issued by the Company, in relation to the Susan Ashley Arbitration decision.

The intention of this agreement, is to try to make the working day for an employee who is working overtime on their day of rest, for a full or half tour of duty (that is not continuous with either the beginning or end of their scheduled tour), have similar working conditions (with respect to rest periods and meal breaks) offered to them as they would receive during a normal scheduled tour of duty.

We have employees who are working overtime, whose normal tour of duty is either 7.5 or 8 hours per day. For the purposes of this agreement, we want to ensure that both employee groups are treated similarly with respect to 'mid-tour' breaks. The 8 hour employee may work two blocks of overtime that are 4 hours each. The 7.5 hour employee may work two blocks of overtime that are between 3.75 and 4 hours each.

3. When an employee works 2 hours or less overtime, which is continuous with either the beginning or end of their scheduled tour, they will be paid their overtime wages but there will be no paid rest period, meal break, or associated meal allowance.
4. When an employee works more than 2 hours overtime, which is continuous with either the beginning or end of their scheduled tour, they will be paid their overtime wages and they will be entitled to a paid meal break not to exceed 20 minutes and a \$15.00 meal allowance in accordance with Article 23.05. Employees in this situation will receive a subsequent 20 minute paid meal break, in accordance with Article 23.05 for each additional 4 hours of overtime worked and a paid rest period of 15 minutes to be taken at or near the midpoint of each subsequent 3.75 or 4 hour period of overtime.
5. When an employee works 2 hours or less overtime which is not continuous with either the beginning or end of their scheduled tour, they will be paid their overtime wages but there will be no paid rest period, meal break or associated meal allowance.
6. When an employee works between 3.75 and 4 hours overtime which is not continuous with either the beginning or end of their scheduled tour, they will be entitled to receive a 15 minute paid rest

period at or near the midpoint of the 3.75 to 4 hour period. They will not be entitled to a paid meal break or associated meal allowance. When an employee works a full tour of overtime on their day off which is equivalent to either 7.5 or 8 hours, they will be entitled to two paid rest breaks - one at the mid point of the first block of 3.75 or 4 hour period and another at the mid point of the second block of 3.75 or 4 hour period.

7. When an employee works more than 4 hours overtime which is not continuous with either the beginning or end of their scheduled tour, the employee may be able to choose from the following options depending on the overtime work situation and their manager's decision. Both the first and/or the second option shown below are offered to the employee at the manager's discretion.

- 1) optional - an employee may choose to take a 1 hour unpaid meal break after the first 4 hours of their non continuous overtime. If they choose this option, employees will not receive a paid meal break or associated meal allowance.
- 2) optional - an employee may choose to take a ½ hour unpaid meal break after the first 4 hours of their non continuous overtime. This must be by mutual consent of the manager and the employee. If they choose this option, employees will not receive a paid meal break or associated meal allowance.
- 3) optional - if the employee is not offered option 1 and/or option 2, they will be entitled to receive a paid meal break not to exceed 20 minutes and an associated \$15.00 meal allowance, as per Article 23.05. Employees may choose this option, even if options 1 and/or 2 are offered to them. Employees will receive this option if option 1 and /or 2 are not offered or are offered and not selected by the employee.

8. While it should be a rare situation, employees who work more than 8 hours of overtime which is not continuous with the beginning or the end of their scheduled tour, will be entitled to options as described above with respect to meal breaks and meal allowances each time they have worked more than 4 hours. In situations such as this, the health and safety of employees and all stakeholders will be monitored even more closely than in normal circumstances.

9. It was acknowledged that employees and managers would be reasonable and fair with respect to the options available to employees working overtime and that there may be times that because of the customer situation, employees may only be able to have a paid meal break not to exceed 20 minutes and a meal allowance of \$15. It was also recognized that 15 minute paid rest periods would be taken around mid tour but would be considerate of providing proper customer service.