

AGREEMENT BETWEEN

**Communications, Energy and Paperworkers Atlantic
Communications Council (CEPACC) (formerly Council of
Atlantic Telecommunications Unions (CATU)**

AND

**Bell Aliant Communications LP (formerly Aliant Telecom
Inc.)**

**Shift Scheduling for Tours
>10 Hours to a maximum of 12
Per Article 27.02 e**

For

(Group Name Identified)

Start date: _____ **Year** _____

It is understood that the purpose of this agreement is to outline arrangements with respect to the standard hours of work as provided for in Article 4.05 and Article 27.02 e of the Collective Agreement.

These arrangements will be discontinued at any time at the request of the Company, the Council or any of the employees directly affected by the change with (8) weeks written notice (27.02e). Withdrawal from this arrangement by any employee(s) does not necessarily cancel this agreement for the remaining

employees. All employees of any workgroup are not necessarily required to participate in this arrangement. If the Company deems there are enough interested employees in the scheduling arrangement to continue, the arrangement will remain for those employees. If not, the arrangement will be cancelled with (8) weeks written notice provided.

It is also understood that management may temporarily suspend this special scheduling arrangement for all, or any portion of the workforce, due to special operating requirements, special assignments, vacation, training, etc. In such cases, affected employees will be given as much notice as possible before they are required to revert to normal shift scheduling.

Any complaints arising from the interpretation or alleged violation of the terms of this agreement shall be subject to the normal grievance or arbitration procedure. Any problems not covered by this agreement shall be handled by discussions between representatives of the Company and the Council. Any addendum to this agreement shall be approved by the Company and the Council. The content of this agreement shall be reviewed, updated as required and signed/re-authorized coincident with the renewal of the associated collective agreement.

Holiday Pay

25.06 a) A full-time employee not required to work on a paid holiday will receive Holiday Pay equal to the basic wages for the standard working day.

25.06 b) i) The following conditions will apply to employees who are scheduled to work on Paid Holidays: It is agreed for all Paid Holidays except Christmas Day and New Year's Day, employees will be paid 1 and 1/2 times their basic wage rate, in addition to their Holiday Pay for all hours worked within their scheduled shift that falls within the holiday, instead of their Standard

Working Day as outlined in the Collective Agreement. Any hours worked outside of the holiday during the shift will be paid at basic wage rates.

25.06 b) ii) Employees who work on Christmas Day or New Year's Day will, in addition to their Holiday Pay, be paid two (2) times their basic wage rate for all time worked within their scheduled shift that falls within the holiday, instead of their standard working day as outlined in the Collective Agreement. Any hours worked outside of the holiday during the shift will be paid at basic wage rates.

Hours of Work

By mutual agreement between the parties, the scheduled tours can be greater than 10 hours to a maximum of 12 in a scheduled workday.

- 1. It is agreed that employees covered by this agreement will only be scheduled for 2 consecutive night tours (night tours would be those encompassing some or all the hours between 12 midnight and 7 a.m.)**
- 2. It is agreed that employees will not "routinely" work more than their scheduled tour to facilitate time off their regular schedule at a later date.**

The standard hours of work may exceed the standard hours set in Article 27.01 of the Collective Agreement based on an averaging process. However,

- (a) no averaging period will exceed eight (8) weeks; and**
- (b) the averaging period for any modified work schedule will begin on the same day for all employees who are under that modified work schedule.**

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All other provisions of the Collective Agreement apply except as amended by this agreement.

SDO

Employees covered under this agreement are enrolled in SDO's.

Overtime

All overtime which is continuous to a 12 hour shift will be paid at double time as per the collective agreement.

Meal Period

27.05 The standard unpaid meal period will be 1 hour and will be taken at or near the mid point of the tour. This meal period may be adjusted to 30 minutes by mutual agreement between the employees and management.

Rest Periods

27.06 Employees will be entitled to two (2) fifteen (15) minute paid rest periods, one rest period will be given in the first half of the tour and the second rest period will be given in the second half of the tour.

Annual Vacations

For the purposes of scheduling vacations, each working day scheduled as vacation is equivalent to the number of hours in the standard working day (7.5 or 8 hours) per the collective agreement. The scheduling period begins on October 1st of the year previous and ends on November 30th.

- Employees can make changes to their approved vacation schedule throughout the vacation year. When an employee requests a vacation change within the current two week Scheduling Period, and the day requested is one where they are scheduled to work 12 hours, if the vacation day can be granted, then 12 hours of vacation can be deducted from their vacation allotment. Vacation allotment remaining in the year should reflect this change

The vacation scheduling group outlined in 26.06 e) discusses situations which make a single vacation scheduling group reporting to the same supervisor impractical. It is understood that the 12 hour shift arrangement would be considered one of these situations.

Sickness Absence

Any sickness benefits granted at the discretion of the Company shall recognize the hours of paid absence as equal to the regularly scheduled tour; e.g. an employee scheduled for a 12 hour tour who is absent one-day due to sickness and who is granted sickness benefits for such absence shall be recorded as receiving 30% of a week's sickness pay (1.5 regular days) for a 40 hour per week employee or 32% of a week's sickness pay (1.6 regular days) for a 37.5 hour week employee.

Minimum Rest Period

27.07 a) In the work schedule, employees will have a minimum of 24 hours of rest between the end of one scheduled tour and the beginning of the next scheduled tour when they are changing from days to nights or nights to days.

Witness and Jury Duty / Bereavement leave

When an employee is granted leave for witness or jury duty or for bereavement, they will be credited for the regular number of hours they were scheduled to work on that day. Per article 18.08a of the collective agreement, the leave will not exceed 40 hours of scheduled work time.

Sign-up next sheet

27 July, 2010

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*** IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by duly authorized representatives.**

CEPACC

Manager

Labour Relations

Please attach copy of schedule for review