

Letter of Understanding

Between

Alberta Health Services (the Employer)

- And -

Alberta Union of Provincial Employees (AUPE – the Union)

RE: TERMS AND CONDITIONS APPLICABLE TO PROTECTIVE SERVICES OFFICER EMPLOYEES WORKING AN EXTENDED WORK DAY (MEAL BREAKS)

Whereas the Parties agree to standardize an extended work day for Protective Services Officers, the following provisions outline such agreement:

1. The Employer and the Union acknowledge and confirm that with the exception of the specific terms and conditions provided within this letter of understanding (LOU), all Articles in this Collective Agreement shall remain in full force and effect.
2. Regular hours of work shall be deemed to:
 - (i) Include a fifteen (15) minute rest period for each four (4) hours of work, two (2) rest periods of which may be combined by mutual agreement between the Employer and the Employee.
 - (ii) Exclude a meal period of not less than thirty (30) minutes to be scheduled by the Employer for each period of five (5) hours of work, in making this determination the Employer will consider the preference of the Employee as to the scheduling of this meal period.
 - (iii) Meal periods shall not be scheduled in the first two (2) or the last two (2) hours of the shift except by mutual agreement between the Employer and the Employee.
 - (iv) Notwithstanding that the meal breaks are to be excluded in the calculation of regular hours of work, all Employees must be readily available for duty during his rest and meal period, and shall be paid for that meal period at the Basic Rate of Pay.
 - (v) If an employee is recalled to duty or if the employer requires an employee to work during his meal period or rest period he shall be given a full meal period or rest period later in his shift, or where that is not possible, be paid for the meal period or rest period at two times (2X) the Basic Rate of Pay.

ON BEHALF OF THE EMPLOYER

Mark Keit

DATE: March 31, 2014

ON BEHALF OF THE UNION

G. Smith

DATE: March 24th, 2014