

## LETTER OF UNDERSTANDING

Between

AEL, A DIVISION OF EMCON SERVICES INC.

(hereinafter referred to as “ Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEE, LOCAL

5406

(hereinafter referred to as “the Union”)

Without Prejudice or Precedent

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### **RE: DEFINITION OF EMPLOYEE ARTICLE 6, OVERTIME ARTICLE 19 & HOURS OF WORK ARTICLE 18**

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The Parties agree the normal workweek shall be based on forty-two (42) hours. The language in the Collective Agreement states overtime is paid for all hours beyond forty-two (42) hours per week. The Intent is to create work schedules which do not result in overtime hours being pre-scheduled within these work schedules. Hours worked beyond the work schedule will be considered overtime.

In Article 6.02 of the Collective Agreement, there is a shift pattern #2 (4/3/3/4) which includes a schedule that requires an employee to work more than forty -four (42) hours in one week, but less than forty-four (42) in the following week. In adopting this pattern for the **Foreperson** schedule working all the hours required within this work schedule will not place an employee into an overtime situation, however hours worked beyond this work schedule will result in overtime being paid, providing the employee has worked all the required hours in this work schedule. Any hours worked beyond 84 hours in a two week pay period shall be paid at time and one half.

For the 2020-2021 Winter season ending May 22, 2021 the Parties agree to trial run a shift pattern for the Operators **which** will have a shift pattern of 4/2 which includes a schedule that will leave an employee with less that an 84 hour work schedule in a two week pay period. Working this shift pattern the employee will be paid 84 hours per pay period providing the employee has worked all the required shifts in this period, including time requested as per Paragraph 3 of the LOU. Any hours worked beyond the 84 hour shift pattern in a two week period will be paid at time and one half. This does not preclude any employee from utilizing any other provision of the collective agreement, including but not limited to the Call-Back provision in Article 18

Employees on the 4/2 shift schedule will be scheduled an 8.4 hour day or night shift from seven to three twenty four in one block rotations, it is agreed that when directed by a Foreperson or Manager would be required to attend shift outside of the 8.4 hours up to a 12 hour shift within the time frame of six to six to meet contractual obligations and other operational requirements. Employees would be obligated to come an hour early and/or stay two point six hours late when required by those operational requirements.

Signed this \_\_\_\_ , day of \_\_\_\_\_, 2020.

For the Employer

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For the Union

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