

LETTER OF UNDERSTANDING

between

THE CORPORATION OF DELTA
(hereinafter the "Employer")

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 454
(hereinafter the "Union")

10 HOUR SHIFT – PARKS AND RECREATION (Pool Maintenance Workers)

The Employer and the Union agree to implement a 10-hour day, 4-day work week effective July 28, 2008 for the class of Pool Maintenance Worker in Sungod Recreation Centre and Ladner Leisure Centre in accordance with the following provisions:

1. Hours of Work

- (a) The employees shall work a 10-hour, 4-day work week, exclusive of an unpaid meal period. Employees shall have a minimum of 8 hours between shifts.
- (b) Shift schedules will be determined by operational experience and requirements necessary to operate on a 24-hour, 7-day a week basis. There are no Shift Premiums applicable to the position of Pool Maintenance Workers as per 10.2 of the Collective Agreement.

2. Seasonal Shift Change

- (a) During the "annual shut-down" the Employer may change the hours of work for some employees to an 8-hour, 5-day work week.

3. Conversion from 8-Hour, 5 –day Work Week

- (a) It is expressly agreed that the adjustment from the 8-hour day, 5-day work week to the 10-hour day, 4-day work week shall be made in accordance with the principle that there shall be no additional salary or benefit cost to the Employer and no reduction in salaries or benefits received by the employees.
- (b) Where the Collective Agreement refers to an 8-hour shift or a 5-day work week, it is agreed that the 10-hour shift or 4-day work week will be substituted. For example, the overtime provision (Article 9) would apply after 10 hours rather than 8 hours.


- (c) The various leave provisions of the Collective Agreement, such as vacations, general holidays, and sick leave, will be based on the annual hourly equivalents (e.g. 11 x 8 hours for statutory holidays, 20 x 8 hours sick leave).
- (d) In order to maintain the principle of no loss or no gain for either party, each employee will be required to supply 2 hours of accumulated overtime to supplement the 8 hours paid for each public holiday that occurs while the employee is on the 10-hour, 4-day work week. Should the employee not have the necessary accumulated overtime then the pay for that day will be 8 hours plus whatever amount of accumulated overtime or public holiday bank the employee may have. Should the employee not have an accumulated overtime bank, then other banks such as vacation may be supplemented at the Employees request. The Facility Operations Supervisor is responsible, in advance, for ensuring that the shortage is able to be covered and that the Employee is paid a minimum of 40 hours in the work week or the Employee will revert to an 8-hour day, 5-day work week for the week(s) that have a public holiday.
- (e) Where a matter arises that is not covered by section 3 of this Letter of Understanding it shall be resolved by reference to the principle set out in paragraph (a) above.

4. Cancellation

The Employer or the Union may cancel this Letter of Understanding at any time upon thirty days' written notice to the other party.

Singed this 21st day of July, 2008

ON BEHALF OF THE EMPLOYER:

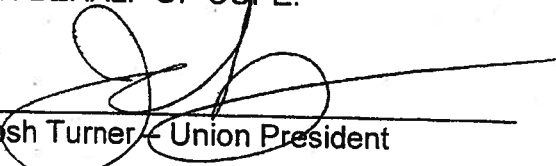


George V. Harvie (CAO)




Ken Kuntz (Director PR&C)

ON BEHALF OF CUPE:



Josh Turner - Union President



John Gibson - Union Secretary