

LETTER OF UNDERSTANDING

between

THE CORPORATION OF DELTA
(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 454
(hereinafter called "the Union")

JOB SHARING

The Employer and the Union agree that where a regular full-time employee requests to share their full-time position, that such job sharing agreements be mutually agreed upon using the following principles PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

1. General

Where a regular full-time employee occupying a regular full-time position requests to share their position with another employee and has received formal approval from the Department Head and the Union, the Employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

2. Procedure

- a) A regular full-time employee shall apply in writing to their Department Head indicating the reason for the request including the schedule of hours to be worked by each employee. A copy of this request shall be forwarded to the Union and the Director of Human Resources and Corporate Planning.
- b) Upon receipt of each application the Department Head will consult with Human Resources and the Union and will make a determination to whether the Job Share request will be approved and advise the employee accordingly.
- c) Any vacancy arising from a Job Share arrangement will be posted consistent with the Collective Agreement.
- d) Participation shall be limited to regular full-time and regular part-time employees who have completed their probationary period and are considered by the Employer to be qualified and capable of undertaking the work of the position proposed for job sharing.
- e) Participation in any Job Sharing arrangement shall normally be arranged from within the same classification.

- f) The position shall be shared on a 50-50 basis, the position can be split in a manner agreeable to the two job-share partners, their supervisor and the Department Head.
- g) When a Job Sharing arrangement is approved, the Employer will prepare a letter covering the terms and conditions of the Job Sharing arrangement to be signed by the Union and the Employer.
- h) Regular full-time employees will have their benefits prorated according to the proportion of their weekly hours to normal weekly hours for a full-time employee of same classification.
- i) Regular part-time employees with benefits will continue to receive their benefits on a prorated basis. Regular part-time employees without benefits will continue to receive the same in lieu of benefits as they would have prior to entering the job share arrangement. (Until new payroll system has been implemented and Letter of Understanding regarding 'Posting of Regular Part-time Positions – Parks & Recreation' has been terminated).
- j) Participating members of a Job Share arrangement are not entitled to jointly apply for promotions or transfers.

3. Duration

- a) In order to allow the Job Sharing partners a reasonable time-frame in which to examine the suitability of each Job Sharing arrangement, each Job Sharing arrangement will be considered a trial Job Share for the first twelve months and will be reviewed annually thereafter.
- b) A Job Sharing arrangement may be terminated by either of the employees, by the Employer, or by the Union provided thirty (30) calendar day's written notice has been served to the other parties. Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
- c) At the end of the Job Sharing term, the incumbents will revert to their previous positions.

4. Employee Status and Working Conditions

- a) A regular full-time employee in a Job Sharing arrangement shall continue to maintain the status of a regular full-time employee during the period of time covered by the Job Sharing arrangement and shall accumulate service seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a regular full-time employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.
- b) The hours of work for the Job Share positions shall be as stated in the Collective Agreement. The Letter of Understanding for "Nine-Day Fortnight" shall not apply.

- c) The Job Sharing of a position will be on the basis of a 50/50 share. The work schedule for the position will remain as if the position were not shared. For the purposes of applying overtime (over daily or weekly maximum for a regular full-time position) and shift differential the Job Share will be treated as if it was a regular full-time position. The Employer will endeavour to be equitable.
- d) The general principals with respect to wage rates, employee benefit entitlements and premium payment for regular full-time employees in Job Sharing arrangements are as follows:
 - i. Wages shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
 - ii. Paid leave benefits, such as Vacation, Public Holidays and Sick Leave shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

5. Benefits and Entitlements

a) Vacation Entitlement

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the Job Sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a Job Sharing arrangement.

b) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of an employee participating in a Job Sharing arrangement.

c) Public Holidays

Where an employee's normal hours of work are based on a five (5) day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

d) Medical Services Plan, Extended Health, Dental and Group Life

The Employer shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employees new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.

An example of the calculation of the Employer's share is as follows:

Employer share: 17.5 (scheduled hours) / 35 (normal full-time hours)
 x 75% (employers' portion of premium)
 = 37.5% of premium

e) Sick Leave

For the period of the Job Sharing arrangement, the employee shall have sick leave credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

f) Municipal Superannuation Plan

Participants in a Job Share arrangement will continue their contributions to the Municipal Superannuation Plan and Special Agreement Plan on the basis of hours worked.

g) Increments

Employees sharing a position shall be eligible for increments on a prorated basis, calculated on the basis of hours worked.

6. Termination

Either party (Employer or Union) may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

Signed this 1st day of *March*, 2002.

ON BEHALF OF THE EMPLOYER:

George V. Howell
G. Thibodeau
John M. Mundy
J. H. Ouellet

ON BEHALF OF THE UNION:

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