

LETTER OF UNDERSTANDING

between

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

and

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

(collectively the "Parties")

Preamble

This Letter of Understanding identifies the impacted positions as a result of the creation of the new Facility Service Worker (pay grade 19, 40 hour non standard work week) class specification and the resultant terms for regular full-time Ice Maintenance Worker 3 employees (pay grade 17.5, 40 hour non standard work week) and Pool Maintenance Worker employees (pay grade 19, 40 hour non standard work week).

All conditions of employment within the Employer and the Union's Collective Agreement shall be applicable unless specifically changed by this Letter of Understanding/Agreement. It is the intent of the Parties that entering into this agreement shall neither enhance nor reduce any entitlement granted under the terms of the Collective Agreement, unless addressed and agreed upon in the body of this letter.

The Parties agree that effective May 26, 2023:

New Classification

1. All regular full time Ice Maintenance Worker 3 employees and Pool Maintenance Worker employees who hold a valid Pool Operator Level 2 certificate, a valid Refrigeration Operator certificate and a valid Class 5 BC Driver's Licence will be afforded the opportunity to be reclassified to Facility Service Worker.
2. All regular full time Ice Maintenance Worker 3 employees and Pool Maintenance Worker employees who do NOT hold all of the following requirements noted above will be offered training to obtain the required qualifications. Upon successful completion of all required certifications, these employees will be offered the opportunity to be reclassified to Facility Service Worker. The training opportunity will be offered and paid for by the employer during the 2023 calendar year only, and subsequent to this, employees will be responsible for obtaining the qualifications independently.

3. All regular full time Ice Maintenance Worker 3 employees and Pool Maintenance Worker employees who choose not to be reclassified or who attempt and fail to achieve the required qualifications will be grandfathered in their current role until they vacate the position, resign or retire, at which point vacancies will be reviewed. If the employee subsequently achieves the required qualifications and is reclassified as above, they will forego their grandfathered role. The training opportunity will be offered and paid for by the employer during the 2023 calendar year only, and subsequent to this, employees will be responsible for obtaining the qualifications independently.

All impacted employees are identified in Addendum A.

Hours of Work

The Facility Services Worker classification will work a 10 hour per day, 4 day non-standard work week for Facility Service Workers, in accordance with Schedule F of the Collective Agreement, beginning when operationally feasible. The employer will provide a minimum of 30 days notice to all impacted employees prior to implementation.

1. Work Week

The employees shall work a 10 hour day, 4 day work week, exclusive of an unpaid meal period. The work week is non-standard. Employees shall have a minimum of 8 hours between shifts.

2. 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 9.1) 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. 12 x 8 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, the employee will be required to supply 2 hours of accumulated overtime, public holiday or vacation leave bank time to supplement the 8 hours paid for each public holiday that occurs while the employee is on the 10 hour day, 4 day work week. The Manager is responsible, in advance, for ensuring that the shortage is able to be covered and employees are paid a minimum of 40

hours in the work week, with any shortfall in hours to be covered from leave banks as above.

(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.

Cancellation:

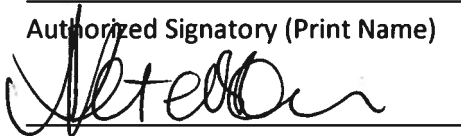
The Employer or the Union may cancel this Letter of Understanding at any time upon thirty (30) days' written notice to the other party.

Signed this 26 day of May, 2023

ON BEHALF OF THE EMPLOYER

Andrea Peterson

Authorized Signatory (Print Name)

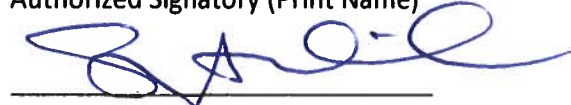


Signature

ON BEHALF OF THE UNION

Sam Abukhalil

Authorized Signatory (Print Name)



Signature