

LETTER OF UNDERSTANDING
between

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

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

VARIABLE SHIFTS
ANIMAL CARE ATTENDANTS - DCAS

Effective November 7, 2016, the Employer and the Union agree to implement a 10 hour per day 4-day on/4-day off non-standard rotational work week (averaging 35 hours worked in an eight (8) week rotation), for Animal Care Attendants.

1. Hours of Work

- (a) The employees will work eleven (11) consecutive hours including one 60 minute unpaid lunch break and two 10 minute paid coffee breaks, one at the first half of the shift, one at the second half of the shift.
- (b) The total hours worked shall remain the same as an employee would have worked on the seven (7) hour/five (5) day week schedule (average = 35 hours) on the basis that for every ten (10) hour shift that an employee works, the employee will accumulate three (3) hours (e.g. in 8 weeks an employee works 28 shifts x 10 hours = 280 hours, compared to 40 days x 7 hours = 280 hours; the extra 84 hours being used to augment the work week to ensure the employee is paid a total of 35 hours per week).
- (c) The employees shall work a four day on (10 hour day), four day off rotational work week, exclusive of an unpaid meal periods. Employees shall have a minimum of 8 hours between shifts.
- (d) There are no Shift Premiums applicable to the position of Animal Care Attendant as per Article 10.2 of the Collective Agreement.
- (e) The hours of work will remain non-standard and will initially be scheduled from 0600 hrs to 1700 hrs on day shifts and 1900 hrs to 0600 hrs on night shifts, subject to change.

2. Conversion from 8-Hour, 5-Day Work Week

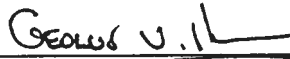
- (a) It is expressly agreed that the adjustment from the 7-hour day, 5-day work week to the 10-hour day, 4-day worked, 4-day off rotational work week shall be made in accordance with the principle that there shall be no additional salary or benefit cost to the Employer and no reduction in salaries or benefits received by the employees.
- (b) Where the Collective Agreement refers to a 7-hour shift or a 5-day work week, it is agreed that the 10-hour shift or 4-day rotational work week will be substituted. For example, the overtime provision (Article 9.1) would apply after 10 hours rather than 7 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 7 hours for statutory holidays, 20 x 7 hours for sick leave). Hours of work for auxiliaries working Animal Care Attendant shifts will be based on a 40 hour work week.
- (d) In order to maintain the principle of no loss or no gain for either party, the employee will be paid 7 hours for public holidays and the employee will be required to supply 3 hours of accumulated overtime to supplement the 7 hours paid for each public holiday that occurs while the employee is on the 10-hour, 4-day rotational work week. Should the employee not have the necessary accumulated overtime then the pay for that day will be 7 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 maximum hours that the accumulated bank may go into a negative balance is 20 hours (10 hours for job-share positions). All negative balances must be replenished to a zero (0) balance prior to leaves of absences over 30 days being approved. The Animal Shelter Manager or designated Supervisor is responsible, in advance, for ensuring that the shortage is able to be covered and that the Employee is paid a minimum of 35 hours in the work week
- (e) Where a matter arises that is not covered by Section 2 of this Letter of Understanding, it shall be resolved by reference to the principle set out in paragraph 2(a) above.

3. Cancellation

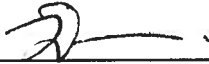
The Employer or the Union may cancel this Letter of Understanding at any time upon thirty (30) days' written notice to the other party.

Signed this 12 day of October, 2016

ON BEHALF OF THE EMPLOYER



George V. Harvie, CAO



Hugh Davies, Manager of PU&C



Vivian Klaiber, Manager of HR

ON BEHALF OF CUPE LOCAL 454



John Gibson, Union President



Nicole Dodd, Union Secretary