

**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**

**BYLAW INSPECTORS – PROPERTY USE & COMPLIANCE**

Effective March 27, 2017, 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 Bylaw Inspectors.

**Preamble**

This Letter of Understanding will vary the shifts of Bylaw Inspectors (except Christine Moffatt & Meenu Kainth who will remain on a 35 hour work week) as outlined in the Collective Agreement and will confirm the reclassification of Animal Control Officers (PG 18 - 40 hour work week) to the level of Bylaw Inspectors (PG 21 - 35 hour work week) effective March 27, 2017.

The following provisions are enacted on a no-loss, no-gain principle.

**1. Hours of Work**

- (a) The employees will work 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 Bylaw Inspector as per Article 10.2 of the Collective Agreement.

**(e) The hours of work will remain non-standard and will initially be scheduled between 7:00 am to 7:00 pm on day shifts and between 9:00 am to 10:00 pm hours on night shifts, subject to change.**

**2. Schedule of Hours (subject to change as determined by the Manager)**

<b>Day Shift</b>	<b>Afternoons/Evenings</b>	
<b>8:00 am – 7:00 pm</b>	<b>Spring – Summer</b>	<b>11:00 am – 10:00 pm</b>
<b>Bylaw Inspectors assigned to Animal Control start at 7:00 am</b>	<b>Fall - Winter</b>	<b>10:00 am – 9:00 pm</b>

**3. 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).**
- (d) Hours of work for ‘auxiliary’ Bylaw Inspectors and ‘auxiliary’ Senior Bylaw Inspectors are exempt from overtime premiums unless they work over a 10 hour day or a 40 hour work week, exclusive of breaks. For the purposes of increments and MPP, their hours of work will be based on a 35 hour work week.**
- (e) 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 Manager of Property Use & Compliance or the Assistant Manager of Property Use & Compliance are 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 or the Employee will revert to an 7-hour day, 5-day work week for the week(s) that have a public holiday.

(f) 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.

4. Reclassification (Animal Control Officer to Bylaw Inspector)

(a) The job share agreement between Delta, CUPE, & Tamara Laza will end on March 26, 2017.

(b) Two (2) Animal Control Officers (Jenna Grazier & Tamara Laza) will be reclassified from an Animal Control Officer (PG 18, step 5) to Bylaw Inspectors (PG 21, step 5) with no increase in their hourly rate effective March 27, 2017.

5. 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 1<sup>st</sup> day of March, 2017

ON BEHALF OF THE EMPLOYER



George V. Harvie, CAO

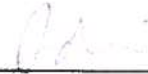


Hugh Davies, Manager of PU&C

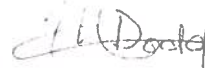


Vivian Klaiber, Manager of HR

ON BEHALF OF CUPE LOCAL 454



John Gibson, President



Nicole Dodd, 1<sup>st</sup> Vice President

