### 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)

# LIFEGUARD/INSTRUCTOR 2 SCHEDULING -AUXILIARY STAFF

The Employer and the Union, recognizing the importance of supporting the City's aquatic programming while addressing the need for flexibility in staffing, hereby agree to the following temporary variance to the Collective Agreement:

### Article 8 - Hours of Work - Section 8.4 (b):

- 1. The existing practice of scheduling of Lifeguard/Instructor 2 staff for a minimum of four (4) hours will be continued wherever feasible and consistent with operational requirements.
- 2. In order to accommodate the specific needs of the City's aquatic programs, 2-hour shifts may be scheduled, but only after every reasonable effort has been made to fulfill 4-hour minimum shifts.
- 3. Lifeguard/Instructor 2 staff schedules will be developed on a set-by-set basis, with a "set" defined as a program period that ranges from 1 week up to 14 weeks.

The parties will regularly review the effectiveness of this temporary variance to ensure it adequately meets program needs while safeguarding the interests of auxiliary staff. Adjustments may be considered as necessary, with input from both parties.

Upon the expiration of the current Collective Agreement, this temporary clause, along with the associated modifications, shall automatically terminate unless otherwise mutually agreed upon by the Employer and the Union during subsequent negotiations for a new Collective Agreement.

Signed this 12 day of October	, 2023
SIGNED AND DATED:	
ON BEHALF OF THE CITY	ON BEHALF OF THE UNION
Authorized Signatory (Print Name)	Authorized Signatory (Print Name)
Signature	Signature