

## LETTER OF UNDERSTANDING

Agreement between;

The Corporation of Delta  
and  
Canadian Union of Public Employees, Local 454

### HOURS OF WORK AND MODIFIED WORK WEEK – GARAGE

1. It is agreed that the Modified Work Week in the Garage (four ten-hour shifts) shall apply to Trades II Mechanics, with the exception of the following positions, which work five eight-hour shifts:

Trades II Mechanic assigned to the Fire Department  
Garage Lead Hand

In addition to these positions, one (1) Trades II Mechanic elected to work five eight-hour shifts during the 2003 discussions on this matter and will not be assigned to a modified work week. Additional Mechanics wishing to opt out of, or into, the Modified Work Week must provide thirty (30) days notice, in writing. A Mechanic who withdraws from the Modified Work Week may not return for a period of at least one year. Should a vacancy arise as a result of a mechanic leaving the organization or withdrawing from the Modified Work Week, the vacated shift will be offered to mechanics by seniority, providing operational requirements of the Garage are met.

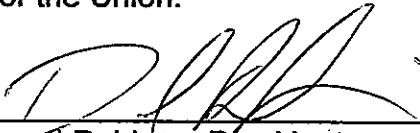
Apprentice Mechanics shall not be eligible to work a Modified Work Week.

2. The hours of work for the Modified Work Week are from 6:00 a.m. to 4:30 p.m., or 7:00 a.m. to 5:30 p.m., Monday through Thursday or Tuesday through Friday. In order to provide the Parks Branch with an appropriate level of service, the Mechanic assigned to Small Equipment will always work the earlier shift; all other mechanics change shifts times every two weeks. The hours of work for Mechanics working five eight-hour shifts will be 7:00 a.m. to 3:30 p.m. The Equipment Superintendent will maintain responsibility for ensuring adequate shift coverage at all times.
3. It is agreed that all leave credits will be calculated on the basis of hours of entitlement. An example is that an employee with three weeks vacation will be credited with 120 hours of vacation leave and will be deducted ten hours for each day vacation taken. It is further agreed that Statutory Holidays and sick leave shall be treated as ten hour days.

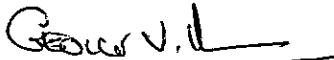
4. a) The mechanic assigned and performing the servicing of the Fire Department shall receive monetary compensation for all hours worked, in the form of the rate of shift premium as specified in the current Collective Agreement. This may be cancelled only if the position is reclassified and re-evaluated, resulting in a higher premium than that afforded by the Collective Agreement.
- b) A Mechanic filling in temporarily for the Fire Department Mechanic shall not receive the premium rate, but will retain his regular modified work week (four ten hour shifts).
5. This letter shall continue to remain in force until December 31, 2005 and shall remain in force thereafter until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed.

Dated this 28<sup>th</sup> day of April, 2005

For the Union:

  
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Darryl Robison, President

For the Employer:

  
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George V. Harvie, C.A.O.

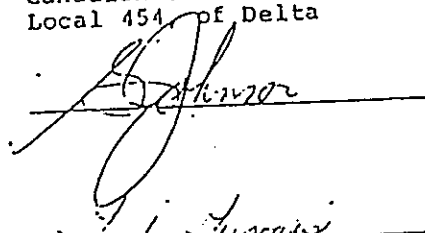
The Canadian Union of Public Employees Local 454,  
of Delta - The Establishment of a Modified Work  
Week in the Municipal Garage.

It is agreed that the municipal garage will go on a combination four (4) day work week and regular work week schedule effective July 20, 1981. The modified schedule shall be for a period of six (6) months and shall be reviewed by both parties and shall be extended by the mutual agreement of both parties. In the event that as a result of the review it is necessary to revert to the established shift, 6:30 a.m. to 3:00 p.m. and 8:00 a.m. to 4:30 p.m. Monday through Friday then the continuance of the seventh (7) Trades II Mechanics' position must be reconfirmed by Council.

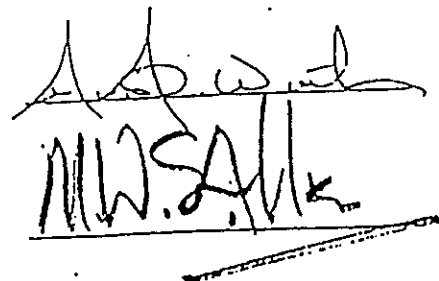
1. Two (2) mechanics will work a Tuesday through Friday, 6:00 a.m. to 4:30 p.m. shift. Two (2) additional mechanics will work a Monday through Thursday 8:00 a.m. to 6:30 p.m. shift. All other shop personnel will work the regular 8:00 a.m. to 4:30 p.m. shift, Monday through Friday. John Lowsley will work as a floater and if necessary will work a 6:00 a.m. to 2:30 p.m. shift to replace those on holidays. Shift differential will not apply to this schedule.
2. In the event one (1) of the mechanics of the four (4) day work week decides to go off the four (4) day work week or leaves the shop then the next senior person in the shop will have the first opportunity to go on the schedule.
3. The Sub-foreman Shop and Superintendent Garage may decide to go onto a modified nine (9) day fortnight schedule in the future.
4. The four (4) mechanics who will start the six month trial are Earl McKinney, Ozzie Friesen, Barry Rundlewoolcock, and Bruce Chapman.
5. It is agreed that the vacation and sick leave credits will be calculated on the basis of hours of entitlement. An example is that an employee with two weeks vacation will be credited with 80 hours and will be deducted 10 hours for each days vacation taken. Sick Leave will be treated similiarly.
6. It is further agreed that Statutory Holidays shall be treated as 10 hour days.
7. It is understood by the parties that in order to try this schedule maximum flexibility is needed by the Superintendent Garage to amend the schedule slightly as needed. However, major changes must be reported to the Corporation and the Union for their approval.

Dated at Delta, British Columbia, this 16<sup>th</sup> day of July 1981

Canadian Union of Public Employees  
Local 454 of Delta



The Corporation of Delta



LETTER OF UNDERSTANDING  
BETWEEN THE CORPORATION OF DELTA AND CUPE LOCAL 454  
ON THE CONTINUANCE OF A MODIFIED WORK WEEK IN THE  
MUNICIPAL GARAGE

It is agreed that the municipal garage will continue on a combination four (4) day work week and regular work week schedule effective immediately, as indicated in the Letter of Understanding dated July 10, 1981, under the following revised criteria.

1. Two (2) mechanics will work a Tuesday through Friday, 6:00 am to 4:30 pm shift. Two (2) additional mechanics will work a Monday through Thursday 8:00 am to 6:30 pm shift. The present practise of alternating shifts every two weeks shall continue, with an early morning shift five days per week. All other shop personnel will normally work the regular 8:00 am to 4:30 pm shift, Monday through Friday, except when early morning coverage is required to fill in for an absent employee on the modified work week.
2. It is agreed that all leave credits will be calculated on the basis of hours of entitlement. An example is that an employee with two weeks vacation will be credited with 80 hours and will be deducted 10 hours for each day vacation taken. It is further agreed that Statutory Holidays shall be treated as 10 hour days.
3. In the event one (1) of the mechanics of the four (4) day work week decides to go off the four (4) day work week or leaves the shop, then the next senior person in the shop will have the first opportunity to go on the schedule.
4. The mechanic assigned and performing the servicing of the Fire Department shall not be entitled to work a Modified Work Week.
  - (i) Such mechanic shall have the right to be considered for reassignment and eligibility for the Modified Work Week if a full time vacancy is created. Such considerations shall not be unreasonably withheld.
  - (ii) As a result of the exclusion from the Modified Work Week, the assigned Fire Department Mechanic shall receive monetary compensation for all hours worked as per the premium described in Article 10.2, titled shift premium.
  - (iii) Number (i) and (ii) may be cancelled due only to a reclassification and re-evaluation that values the position higher than the premium prescribed in (ii).

**LETTER OF UNDERSTANDING**

Agreement between:

The Corporation of Delta  
and  
Canadian Union of Public Employees, Local 454

**MODIFIED WORK WEEK – GARAGE**

It is agreed that the Modified Work Week (four ten-hour shifts) in the Garage will be expanded to include all Trades II Mechanics, with the exception of the following positions, which will continue to work five eight-hour shifts:

Trades II Mechanic assigned to work in the police garage  
Trades II Mechanic assigned to the Fire Department  
Garage Lead Hand

Any Mechanic who does not wish to participate in the Modified Work Week, must advise the Roads and Equipment Manager, in writing.

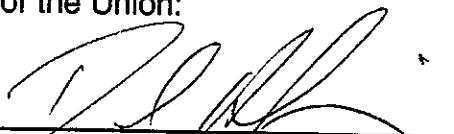
This trial expansion of the Modified Work Week will be in effect from October 13, 2003 to April 30, 2004. The Letter of Understanding dated July 26, 1995 will continue to remain in force.

At the conclusion of the trial period, both parties shall meet to review the success of the expansion. In the event the expansion of the modified work week is not confirmed, the Letter of Understanding dated July 26, 1995 shall remain in effect.


Thirty (30) days notice is required should either party wish to cancel this letter of understanding.

Dated this 15 day of October, 2003

For the Union:

  
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Darryl Robison, President

For the Employer:

  
\_\_\_\_\_  
George V. Harvie, C.A.O.

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Agreement between:

The Corporation of Delta

and

Canadian Union of Public Employees, Local 454

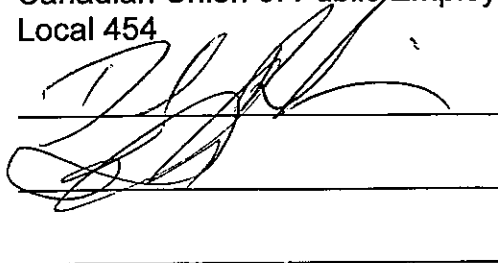
## Modified Work Week for the Capital Construction Crew

It is agreed that employees that are assigned or posted to the Capital Construction Crew will work a four-day work week for the duration of the project known as: Ladner Trunk Road Watermain Replacement, and including the "Big Slough Bridge".

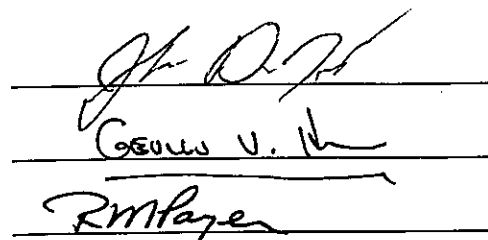
1. The duration of the project will be approximately July 2, 2002 to September 13, 2002. It is understood and agreed that the length of the project may be lengthened or shortened due to unforeseen circumstances.
2. The modified work week will be from Monday through Thursday, from 7:00 a.m. to 5:30 p.m.
3. It is agreed that vacation and sick leave credits will be calculated on the basis of hours of entitlement. An example is that an employee with two weeks vacation will be credited with 80 hours and will be deducted 10 hours for each day's vacation taken during the duration of this project. Sick leave will be treated similarly.
4. It is further agreed that Statutory Holidays shall be treated as 10 hour days. In the event that a Statutory Holiday falls on a regular day off for the Capital Construction Crew, it shall be observed on the first normal work day immediately following the employees normal rest days.
5. Shift premiums shall be paid in accordance with the Collective Agreement.

Dated at Delta, British Columbia, this *2<sup>nd</sup>* day of *AUGUST*, 2002.

Canadian Union of Public Employees  
Local 454



The Corporation of Delta



*George V. [unclear]*  
*R. Mayer*