

LETTER OF UNDERSTANDING
between

THE CITY 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 September 16, 2024, the Employer and the Union agree to implement a 40 hour work week for Bylaw Inspectors and Senior Bylaw Inspectors.

It is agreed that a 12 hour per day 4-day on/4-day off rotational work week, averaging 40 hours worked in an eight (8) week rotation for Bylaw Inspectors, including Senior Bylaw Inspectors, that are required to work this non-standard rotation is implemented.

Preamble

This Letter of Understanding will vary the shifts of Bylaw Inspectors and Senior Bylaw Inspectors who work a 4 day on/ 4 day off rotation. Those Bylaw Inspectors assigned to a five (5) day work week shall work eight (8) hour per day (except Christine Moffatt who will remain on a 35 hour work week as per the language in the Collective Agreement).

The following provisions are enacted.

1. Hours of Work

- (a) The employees will work a total of 12 consecutive hours including one 30 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 employees shall work a four day on (12 hour day), four day off rotational work week, exclusive of an unpaid meal periods. Employees shall have a minimum of 8 hours between shifts.
- (c) The employees who work a standard shift pattern will work a total of 8.5 hours including one 30 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.

- (d) There are no Shift Premiums applicable to the position of Bylaw Inspector as per Article 10.2 of the Collective Agreement.
- (e) The non-standard hours of work will initially be scheduled between 7:00 am to 7:00 pm on day shifts and between 9:00 am to 9:00 pm hours on night shifts, subject to change.

2. Conversion from 7-Hour, 5-Day Work Week

- (a) Where the Collective Agreement refers to a 7-hour shift or a 5-day work week, it is agreed that an 8 - hour shift and the 12-hour shift on a 4-day rotational work week will be substituted. For example, the overtime provision (Article 9.1) would apply after 8 hours rather than 7 hours and 12 hours rather than 7 hours.
- (b) 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. 15 x 8 hours for vacations, 13 x 8 hours for statutory holidays, 20 x 8 hours for sick leave).
- (c) In order to maintain a principle of no loss or no gain for either party, the employee will be paid 8 hours for public holidays and the employee will be required to supply the remaining hours of accumulated overtime to supplement the 8 hours paid for each public holiday that occurs while the employee is on the 12-hour, 4-day rotational work week. Should the employee not have the necessary accumulated overtime then the pay for that day will be 8 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 40 hours in the work week or the Employee will revert to an 8-hour day, 5-day work week for the week(s) that have a public holiday.
- (d) 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. 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 13th day of Sept., 2024

SIGNED AND DATED:

ON BEHALF OF THE CITY

Sukh Kaur
Authorized Signatory (Print Name)

[Handwritten Signature]
Signature

ON BEHALF OF THE UNION

Sam Abulail
Authorized Signatory (Print Name)

[Handwritten Signature]
Signature

