

2003

MEMORANDUM OF AGREEMENT

between the

CORPORATION OF DELTA
(hereinafter called "the Employer")

and the

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

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE CORPORATION OF DELTA (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE LABOUR RELATIONS BUREAU OF THE GREATER VANCOUVER REGIONAL DISTRICT, AND IF THAT BUREAU APPROVES, THEN TO THE CORPORATION OF DELTA COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 454 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2003 JANUARY 01 AND EXPIRING 2006 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2000-2002 Collective Agreement continue except as specifically varied below by paragraphs 2 to 14 both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for four (4) years from 2003 January 01 to 2006 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

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3. **General Increase**

- (a) Effective 2003 January 01, all hourly rates of pay which were in effect on 2002 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2004 January 01, all hourly rates of pay which were in effect on 2003 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2005 January 01, all hourly rates of pay which were in effect on 2004 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective April 1, 2006: all hourly rates of pay which were in effect on March 31, 2006 shall be increased by the greater of:
 - (i) three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent,
 - or
 - (ii) three percent (3.0%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on February 28, 2006. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

4. **Tradesman II – Mechanics - Tool Rental Program**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the Letter of Understanding attached hereto titled “Tradesman II – Mechanics – Tool Rental Program” shall form part of this Memorandum of Agreement.

5. **Conversions**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the conversion of the following positions from Temporary Full-Time or Auxiliary to Regular Part-Time or Regular Full-Time as well as the conditions surrounding such conversions:

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(a) The following positions will be created with the indicated status. If an incumbent is indicated, they shall receive the position without posting. Unless probation is specifically mentioned, it is assumed the incumbent will not have to serve initial probation:

- Engineering Drainage Technician RFT Cameron Clark
- I&I Technician RFT John Close
- Junior Mapping Technician RFT to be posted
- Work Control Technician (Maximo) RFT Gary Webber
- Committee Clerk RFT Donna Packer
- Clerk Typist 3 RFT Cathy Magistrale (initial probation to be served)

- Municipal Accountant RFT Joseph Cress
- Records Clerk RPT Heather Guest
- Clerk Typist 3 RFT Carlye Taylor (initial probation to be served)

- Cashier/Receptionist* RPT Margaret Calendar, Lara Marcoux, Tanya Warkenten, Laaura Van Luyn

- Lifeguard/Instructor* RPT To be posted
- Recreation Attendant* RPT Russ Ryharchuk
- Building Services Worker* RPT Travis Moffat, Karam Chand
- Recreation Programmer* RPT Barbara Holm, Lena Valley, Lynn Davies, Bess Riberio

- Icemaker Maintenance RFT Lance Sanderman

(b) If the incumbent is currently receiving a percentage in lieu of benefits, the incumbent will have a one-time choice to keep the percentage in lieu or to go onto the benefits applicable to their new employee status. Employees who do not indicate their option shall be treated as per the Collective Agreement. Future incumbents will be treated as per the Collective Agreement.

(c) In the case of Auxiliary positions in the Parks, Recreation and Culture Department that are converted (indicated with an *), the Employer will retain the hours of work flexibility as per Schedule “D”, 21(f)(i). This flexibility applies to the positions and will remain regardless of a change to the incumbent.

6. **Exclusions**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add Corporate Policy Analyst (2) to Article 3(a). Should the incumbents

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in these positions as of 2003 March 28 not agree to be excluded from the bargaining unit, they may remain in the bargaining unit until such time as they vacate the position. At such time the position will become excluded.

7. **Hours of Work and Nine-Day Fortnight – Schedule “J”**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that Schedule “J” attached to this Memorandum will form part of the Collective Agreement. Upon implementation of Schedule “J”, the Employer and the Union agree that the 1977 March 3 Letter of Understanding regarding Nine-Day Fortnight Schedule and all related amendments shall no longer be in force.

8. **Overtime Banking**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9.2 by:

(a) putting an “(a)” in front of the current provision;

(b) adding paragraphs “(b)” and “(c)” as follows:

“(b) Notwithstanding paragraph (a) above, employees may bank compensating time off to a maximum of fifteen (15) working days based on the employee’s regular daily hours. All overtime earned after that will be paid and not banked.

(c) Notwithstanding the March 31st payout in paragraph (a) above, employees may request a full or partial payout of their overtime bank upon two weeks’ notice to the Employer. Such payout will be at the pay rate or rates in effect at the time the overtime in question was worked.”

9. **Extended Health and Dental Benefits**

The Employer and the Union agree to:

(a) effective the first of the month following the date of ratification, increase the coverage for orthotics to the amount of \$300 every five (5) years;

(b) effective the first of the month following the date of ratification, increase the coverage for the following paramedicals as follows: chiropractic and naturopath to a combined maximum of \$300.00 per calendar year; acupuncture to a

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maximum of \$200.00 per calendar year; and podiatrist to a maximum of \$350.00 per calendar year.

- (c) effective 2004 January 01, add coverage for eye exams in the amount of \$75 every two (2) years;
- (d) effective 2004 January 01, add coverage for oral contraceptives;
- (e) effective 2004 January 01, increase the EHB deductible to \$50; effective 2005 January 01, increase the EHB deductible to \$100.
- (f) effective 2006 January 01, increase vision care coverage to \$300.00 every two (2) calendar years;
- (g) effective 2006 January 01, increase the coverage for chiropractic and naturopath to a combined maximum of \$500.00 per calendar year;
- (h) effective 2006 January 01, increase the EHB deductible to \$150 and increase the lifetime maximum on Dental Plan “C” to \$4500.

Subject to mutual agreement on the wording, the Employer and the Union agree to reflect the coverage listed in (a), (c), (d), (e), (f) and (h) above in Articles 11.2 and 11.3.

10. **Funeral Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the words “brother-in-law” and “sister-in-law” to Article 13.2(a)(i).

11. **Temporary Full-Time Postings**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 15(f) by replacing the words “six (6) months” with the words “four (4) months” in the third sentence.

12. **Auxiliary Committee**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to establish a joint committee consisting of not more than three (3) representatives of the Employer and not more than three (3) representatives of the Union to review the issue of scheduling of Auxiliary Employees in the Parks, Recreation and Culture Department. The committee shall report its findings to the Chief Administrative Officer and the Union President and where there is agreement; changes may be implemented during the term of the Agreement.

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13. **Benefits Discussions/Committee**

The Employer and the Union agree to establish a Joint Benefits Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer (including a representative of the GVRD Labour Relations Department).

The Committee shall meet as often as necessary to study, review and discuss potential changes to Health and Welfare Benefits, Sick Leave Plans, and Long Term Disability.

The Committee shall report its findings and recommendations by 2004 December 31 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

14. **Housekeeping**

Effective 2003 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in that new Collective Agreement. Such items also include:

- (a) replace the word “manning” with “staffing” throughout the Agreement, e.g. Article 15(a);
- (b) update the list of excluded staff titles in Article 3 as per the list distributed on 2003 March 27;
- (c) replace the wording “Human Rights Act” with “Human Rights Code” in Article 4;
- (d) add Icemaker-Maintenance Worker I and III to Article 8.1(g);
- (e) add Recreation Programmers as a position allocated to a non-standard work week in Article 8.2;
- (f) add Parks Attendants to the list of employees eligible for shift premium in Article 10.2;
- (g) re-insert the cost-sharing (75% Employer/25% employee) for the Medical Plan premiums in Article 11.2;
- (h) amend Article 12.4(b) to reflect the more accurate daily prorating done by the new payroll system;
- (i) delete the words “on and after 1995 April 26” from Article 14.8(b) and delete Article 14.8(c);

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- (j) make the following amendments to Schedule “A”:
- correct the pay grade for Engineering Inspector (23 to 24)
 - add Planner III
 - add Icemaker Maintenance Worker I & II
 - remove Clerk, Central Registry
 - add the weekly hours to Network Coordinator;
 - delete Survey Assistant IV and add Survey Technician (PG 22);
- (k) make the following amendments to Schedule “B”:
- add Parks Attendant
 - add Working Foreman
 - add Utility Maintenance Worker
 - correct the printing errors in the Leadhand – Garage and Trades II – Mechanic rates of pay;
- (l) replace “Municipal Superannuation Plan” with “Municipal Pension Plan”.

15. **Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

16. **Ratification**

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than thirty (30) calendar days from the date on which the Memorandum of Agreement is signed.

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Signed this ____ day of _____, 2003.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
CUPE LOCAL 454:

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This is the Letter of Understanding referred to in item #4 of the Memorandum of Agreement.

LETTER OF UNDERSTANDING

Mechanics Tool Rental Program

This agreement shall not form part of the Collective Agreement.

The Corporation of Delta and C.U.P.E. Local 454 agree to a tool rental fee for Tradesman II - Mechanics of \$160.00 per pay period. Such fee shall be based on a full complement of mechanics tools.

This Letter shall continue in force until 2006 December 31 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 ____ day of March, 2003.

SIGNED ON BEHALF OF THE
EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

This is the Schedule “J” referred to in item #7 of the Memorandum of Agreement.

SCHEDULE “J”

A. Nine-Day Fortnight

1. Application

The Nine-Day Fortnight shall apply to all employees working a 35-hour work week at the Municipal Hall, the Works Yard and No. 1 Fire Hall. In addition, the following classes are currently working a Nine-Day Fortnight and will continue to do so, however, they will not be limited to the hours of work as indicated below: Clerk - Parks and Recreation; Coordinator - Community Recreation; Office Supervisor – Ladner Leisure Centre, Special Needs Programmer; Coordinator - Senior Citizen; Building Maintenance Worker and Building Services Coordinator.

2. Work Schedule

- (a) The working hours will be 8:00 a.m. to 4:45 p.m., except for Thursdays which will be 8:00 a.m. to 8:00 p.m.
- (b) For those employees working a 35-hour week, the compressed work week schedule will consist of 8 days of 7¾ hours and 1 day of 8 hours, all exclusive of a one hour meal period, subject to paragraph (c) below. Employee’s time cards are to document hours of work of 7¾ hours for 8 days and 8 hours for one day during the Nine-Day Fortnight period. (For example, from 8:00 a.m. to 4:45 p.m. for 8 days and 8:00 a.m. to 5:00 p.m. for one day during the Nine-Day Fortnight period.)
- (c) The lunch break shall be one (1) hour in duration except that employees working the Nine-Day Fortnight as of 2003 March 28 who are receiving a one half (1/2) hour lunch break shall retain the one half (1/2) hour lunch break. Such employees may choose in the future to elect a one (1) hour lunch break, however, they will not be allowed to revert back. Employees with a one half hour lunch break shall start their work day at 8:30 a.m. and end at 4:45 p.m. (or 5:00 p.m. when working the eight (8) hour day). Departments will be required to stagger the lunch breaks in order to provide adequate coverage.
- (d) Employees shall have three consecutive days off in every ten working day period, and two of these days off shall be Saturday and Sunday. Should an employee desire a day off other than Monday or Friday, their request will be reasonably

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accommodated subject to the Employer's ability to provide the necessary service and meet operational requirements.

- (e) When a statutory holiday falls on an employee's scheduled compressed work day off, the employee will have the immediate adjacent work day as their compressed work day off. Should an employee desire an alternate day off, their request will be reasonably accommodated subject to the Employer's ability to provide the necessary service and meet operational requirements. In either case, the alternate day off cannot include the one day that is 8 hours in length during a Nine-Day Fortnight period.
- (f) Each Department will be required to work out a suitable staffing schedule to ensure adequate coverage to the public during the lunch periods and "days off".

3. Thursday Evenings

- (a) Each Department will be responsible for providing staffing to accommodate extending services on Thursdays to 8:00 p.m.
- (b) Those employees working Thursday evenings will commence their work day at 11:00 a.m. or 11:15 a.m., depending if it is the employee's designated 8-hour or 7¾-hour day, and end their work day at 8:00 p.m.
- (c) During scheduling of staff that will be working Thursday evenings, Management will provide an equitable sharing of shifts amongst those employees working a compressed work week. Employees will be required to work one (1) Thursday evening every three (3) weeks but will not be restricted from working more, should they choose to.
- (d) Those staff working until 8:00 p.m. on Thursday evenings will be exempt from the payment of shift differential.

4. Working Conditions

- (a) The basic principle in converting from the seven (7) hour day - five (5) day week to the nine-day fortnight schedule is that there shall be no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees. Appropriate conversions regarding benefits and time off shall be made as per Schedule "F", Part I as required.

For example, annual vacation entitlement shall be considered on an hourly basis and converted as follows:

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10 days	70 hours
15 days	105 hours
20 days	140 hours
25 days	175 hours
30 days	210 hours

- (b) Sick leave deductions will be based on the time absent.
- (c) An employee shall not receive pay for acting in a senior capacity where the incumbent is absent due to the nine-day fortnight schedule.
- (d) For purposes of the overtime and related provisions in the Collective Agreement, the regular work day will be as provided for in this Schedule.

B. Four-Day - 10 Hour Schedule – Specific Outside Crews and Icemaker Classifications

1. The Employer shall have the ability to establish hours of work for specific Outside crews and Icemaker classifications consisting of four (4) consecutive days of ten (10) hour shifts on a seasonal (between April 01 and October 31) or project basis.
2. The basic principle in converting from the eight (8) hour day - five (5) day week to the ten (10) hour day – four (4) day week schedule is that there shall be no additional salary or benefit cost to the Employer and no reduction in the salaries or benefits received by the employees. Appropriate conversions regarding benefits and time off shall be made as per Schedule “F”, Part I as required.