

2007

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 2007 JANUARY 01 AND EXPIRING 2011 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2003-2006 Collective Agreement continue except as specifically varied below by paragraphs 2 to 18 both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for five (5) years from 2007 January 01 to 2011 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.

3. **General Increase**

- (a) Effective 2007 January 01, all hourly rates of pay which were in effect on 2006 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.

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DELTA – CUPE 454 (cont'd)

- (b) Effective 2008 January 01, all hourly rates of pay which were in effect on 2007 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2010 January 01, all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2011 January 01, all hourly rates of pay which were in effect on 2010 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Mechanic Tool Allowance**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to roll the forty dollar (\$40.00) tool allowance provided in Article 18.4(c) into the hourly rate of the Trades II Mechanic and the Mechanic's Foreman classes by increasing the hourly rate by fifty cents (50¢) cents per hour. Article 18.4(c) shall be deleted from the Collective Agreement.

5. **Hours of Work – Aquatic Classes**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to:

- (a) add the following new paragraph to Article 8.1(a):

“Notwithstanding the foregoing, the Corporation shall have the right to establish an eight (8) hour day/forty (40) hour week for an employee working in designated aquatic classifications.”
- (b) amend Schedule “A” to add a new footnote (d) applicable to the classifications of Aquatic Leader, Pool Supervisor and Supervisor - Aquatic Programs to read as follows:

“(d) Employees may be scheduled to work a forty (40) hour work week at the discretion of the Corporation.”

The current incumbents will have a one-time choice to remain with a 35 hour work week or accept the 40 hour work week schedule if offered by the Employer.

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6. **Dirty Pay**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.1 by increasing the premium from “fifty cents (50¢)” to “seventy-five cents (75¢)”.

7. **Shift Premium**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.2 by increasing the premium from “seventy-five cents (75¢)” to “eighty-five cents (85¢)”.

8. **First Aid Premium**

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.3 by increasing the OFA Level II premium from “\$85 per month” to “\$125 per month” and from “55¢ per hour” to “80¢ per hour” and by increasing the OFA Level III premium from “\$100 per month” to “\$145 per month” and from “65¢ per hour” to “95¢ per hour”.

9. **Medical Services Plan - Cost Sharing**

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.2 by increasing the premium cost sharing from seventy-five percent (75%) Employer-paid to eighty percent (80%) Employer-paid.

10. **Extended Health Care Plan - Improvements and Cost Sharing**

- (a) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.2 by:
- (i) increasing the eye exam coverage from \$75 to \$100;
  - (ii) increasing the Podiatrist coverage from \$350 to \$500 per calendar year;
  - (iii) increasing the Speech Therapy coverage from \$100 to \$300 per calendar year;
  - (iv) establishing a cap of \$1000 per calendar year on the Massage therapy coverage;
  - (v) establishing a cap of \$1500 per calendar year on the Physiotherapy coverage; and
  - (vi) amending the premium cost sharing from eighty-five percent (85%) Employer-paid to ninety percent (90%) Employer-paid.



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- (b) Effective 2008 January 01, the Employer and the Union agree to amend Article 11.2 by amending vision care coverage from \$300 to a maximum of \$500 per 24 month period and by including laser eye surgery as a part of the \$500 maximum coverage.

11. **Annual Vacation**

Effective 2007 January 01, the Employer and the Union agree to amend Article 12.4 by deleting paragraph (a) and amending paragraph (b) to read as follows (re-number existing provisions):

- “(a) In the first calendar year of service, vacation will be granted on the basis of one-twelfth ( $1/12$ ) of fifteen (15) working days for each month or portion of a month greater than one-half ( $1/2$ ) worked by December 31st.”

12. **Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.2(a)(i) by adding “grandparent-in-law” after the word “grandparent”.

13. **Arbitration**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 16.3(a) and (b) to read as follows (and re-letter the existing paragraphs):

- “(a) The parties shall use a three (3) member Arbitration Board which shall consist of one (1) nominee appointed by each party and a Chairperson mutually selected by the two nominees, unless they mutually agree to use a single Arbitrator.
- (b) When either party requests that a grievance be submitted to arbitration, the request shall be by registered mail addressed to the other party to the Agreement. The Corporation and the Union shall appoint their nominee (or mutually agree on a single Arbitrator) within ten (10) calendar days thereafter. If the parties are using a three (3) member Arbitration Board, the two nominees shall then agree on a Chairperson within seven (7) days of their appointment.
- (c) If the two nominees to the Board of Arbitration fail to agree on a Chairperson or the parties are unable to agree on a single Arbitrator, then within a further ten (10) calendar days from the time periods in paragraph (b), either party may apply to the Director, Collective Agreement Arbitration Bureau to make the appointment.”

14. **Temporary Full-Time/Auxiliary Employees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to Schedule "D", paragraph 21(a):

- "(4) An Auxiliary Employee who has been employed full-time for more than six (6) continuous weeks shall commence on the first day of the seventh (7<sup>th</sup>) week, for the duration of full-time employment, to be designated as Temporary Full-Time. Upon being converted to Temporary Full-Time the employee shall cease to qualify for a percentage in lieu of benefits and commence serving the eligibility period for provisions applicable to Temporary Full-Time Employees. The eligibility time periods shall include the six (6) week period worked as an Auxiliary Employee."

15. **Hours of Work and Overtime – Auxiliary Employees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to:

- (a) delete Schedule "D", paragraphs 21(f) and (g);
- (b) amend Schedule "D", paragraph 21(h)(i) and (ii) to read as follows:
- "(h) Regular Part-Time and Auxiliary Employees shall be paid for overtime work at the following rates:
- (i) Time and one-half (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day;
- (ii) Two times (2X) for hours worked beyond two (2) hours worked in excess of the normal daily hours in a day."
- (c) amend Schedule "D", item 21(c) to read as follows:
- "(1) A public holiday will be treated as a normal working day for all Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight-time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.
- (2) Auxiliary Employees who have been employed for at least thirty (30) calendar days before the statutory holiday and have earned wages during that thirty (30) calendar day period shall be paid one and one-half (1½X) times their regular hourly rate of pay for up to

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eight (8) hours worked on a statutory holiday and two (2X) times their regular hourly rate of pay for hours worked beyond eight (8) hours worked on a statutory holiday. An Auxiliary Employee who does not work on a statutory holiday will not receive any pay or compensating time off in lieu of the statutory holiday. Statutory holidays will be defined as New Years Day (January 1<sup>st</sup>), Good Friday, Easter Sunday, Victoria Day, Canada Day (July 1<sup>st</sup>), BC Day, Labour Day, Thanksgiving Day, Remembrance Day (November 11<sup>th</sup>), Christmas Day (December 25<sup>th</sup>) and Boxing Day (December 26<sup>th</sup>). Payment under this provision shall only apply to hours worked on the actual date of the statutory holiday as listed in this paragraph, and no payment will be made under this provision for any hours worked on a day which the Corporation observes in place of a statutory or public holiday.”

16. 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 to Regular Full-Time or Auxiliary to Regular Part-Time as well as the conditions that surround such conversions. This conversion results in 14 new regular full-time positions and up to 9 regular part-time positions:

- (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, the incumbent will not have to serve probation:

<u>Class Title</u>	<u>Status</u>	<u>Name</u>
Foreman I	RFT	James Boswell
Sub-Foreman Engineering Operations	RFT	Ben Fletcher
Sub-Foreman Public Works	RFT	Vacant
Utilityworker Construction	RFT	Sean Joseph
Utilityworker Construction	RFT	Rory Hamilton
Utilityworker Construction	RFT	Chad Laurent
Equipment Operator V	RFT	Mike Papuc
Equipment Operator IVa	RFT	Elad Jacob
Truck Driver Bull Crew	RFT	Rob Penny
Truck Driver Bull Crew	RFT	Alan Chandler
Park Attendant	RFT	Collin MacArthur
Building Service Worker	RFT	Bienvendio Flores
Building Service Worker	RFT	Jorge Cardoza
Building Service Worker	RFT	Guriqbal Dhinsa
Weight Room Attendants/Fitness Programmer*	RPT (24 hours)	Cherie Raines Doreen Blair Pamela Findlay Bev Zetaruk-Hillman

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<u>Class Title</u>	<u>Status</u>	<u>Name</u>
Recreation Programmers*	RPT (24 hours)	Bess Ribiero Lena Valley Teresa Collinett Jan Talaber

As a result of the above, the following people will be confirmed in the listed positions without posting and will not have to serve probation.

<u>Class Title</u>	<u>Status</u>	<u>Name</u>
Subforeman Public Works	RFT	Vacant
Utilityworker	RFT	Dave Dunn
Labourer II	RFT	Sasha Sesto
Labourer II	RFT	Arsenio Blandon-Raitt
Labourer II	RFT	Marc Therres
Labourer II	RFT	Don Krumenacker
Operations Service Worker III	RFT	Russ Goodwin

- (b) With regard to the regular part-time conversions in (a), the incumbent will have a one-time choice, to be made by 2007 September 30, to retain auxiliary status and keep the percentage in lieu or to convert to regular part-time and to receive benefits applicable to regular part-time status.
- (c) In the case of Auxiliaries 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.

17. **Exclusions**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add Senior Human Resources Assistant and Human Resource Assistant to Article 3(a). Should the incumbents in these positions not agree by 2007 September 30 to be excluded from the bargaining unit, they will remain in the bargaining unit until such time as they vacate the position. At such time the position(s) will become excluded and shall be deleted from Schedule "A".

18. **Housekeeping**

Effective 2007 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 the new Collective Agreement. Such items also include:

- (a) delete expired effective dates and related transitional wording, e.g. Articles 9.2, 11.2, 11.3 and 15(f);

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DELTA – CUPE 454 (cont'd)

- (b) amend Article 8.1(a) by changing “seven (7) hours per day” to read “seven (7) consecutive hours per day”;
- (c) update Article 8.2 by adding “Culture” to the heading, updating the names of the facilities, and by adding “Ladner Leisure Centre” to the 7-day/3 shift section;
- (d) update Article 10.2 – Shift Premiums by adding Sub-Foreman – Public Works, Street Sweeper, and Clerk – Parks & Recreation;
- (e) update the waiting periods for Medical, Extended Health, and Dental to reflect the mid-term agreement between the Employer and the Union;
- (f) correct the time periods in Article 13.4(a) – Maternity Leave to match provincial legislation by changing:
  - “eighteen (18) consecutive weeks” to “seventeen (17) consecutive weeks” for the birth mother;
  - “twelve (12) consecutive weeks” to “thirty-five (35) consecutive weeks” for the birth mother;
  - “twelve (12) consecutive weeks” to “thirty-seven (37) consecutive weeks” for the birth father and adoptive parent and deleting the sentence regarding an extension of up to fourteen (14) weeks;
  - the overall maximum combined leave from “thirty-two (32) consecutive weeks” to “fifty-two (52) consecutive weeks”;
- (g) delete the reference in Article 15(c) to “this position is open to male and female applicants”;
- (h) update the wage schedules to reflect the changes in effect at the time the new Agreement is drafted, including:
  - add Fitness Programmer, pay grade 20, 35 hours to Schedule “A”;
  - add Recreation Attendant 2, pay grade 12, 35 hours to Schedule “A”;
  - add pay grade 13.5, \$17.45-18.19-18.95-19.68-20.51, to Schedule “A”;
  - add Caretaker – Cemeteries to Schedule “B” (2006 rate - \$21.98);
  - base the Schedule “B” Working Foreman – Horticulture 2007 rates on 2006 rates of \$28.71-29.60-30.42;
- (i) update Schedule “E” – Protective Clothing as appropriate, including deleting the footwear for Aquatics staff.

19. **Telephone Callout**

While not to be attached to the new Collective Agreement, the Employer and the Union agree to the Letter of Understanding which is attached to this Memorandum of Agreement.





20. **Boot Allowance**

While not to be attached to the new Collective Agreement, the Employer and the Union agree to the Letter of Understanding which is attached to this Memorandum of Agreement.

21. **Telecommuting**

While not to be attached to the new Collective Agreement, the Employer and the Union agree to the Letter of Understanding which is attached to this Memorandum of Agreement.

22. **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.

23. **Peer Training Committee**

The Employer and the Union agree to establish a Joint Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer.

The Committee shall meet to study, review and discuss potential peer training opportunities for inside staff (other than supervisory).

The Committee shall report its findings and recommendations by 2007 December 31 to their respective principals. If approved by the principals, such recommendations shall be implemented by mutual agreement of the parties.

24. **Classification Review Committee**

The Employer and the Union agree to establish a Joint Committee consisting of two (2) Employer representatives and two (2) CUPE representatives to review select positions, as mutually agreed to, for classification consideration. The Committee shall report its findings and recommendations by 2007 December 31 to their respective principals. If approved by the principals, such recommendations shall be implemented by mutual agreement by the parties.

On a yearly basis, the President of CUPE Local 454 may forward to the Chief Administrative Officer a list of classifications for consideration.



25. **Auxiliary Scheduling Committee**

The Employer and the Union agree to establish a Joint Committee consisting of not more than two (2) representatives of the Union and two (2) representatives of the Employer to discuss the scheduling and duration of auxiliary shifts including working on the sixth or seven day of work in a week.

The Committee shall report its findings and recommendations to the CAO and CUPE 454 President by 2007 December 31 for final consideration.

26. **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.

Signed this 30<sup>th</sup> day of July, 2007.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:

GEORGE V. H.  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

BARGAINING REPRESENTATIVES FOR  
CUPE LOCAL 454:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

[Signature]  
[Signature]

2007 MEMORANDUM OF AGREEMENT  
DELTA – CUPE 454 (cont'd)

This is the Letter of Understanding referred to in item #19 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CORPORATION OF DELTA  
(hereinafter called the "Employer")

and the

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

TELEPHONE CALLOUT

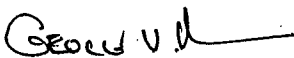

The Employer and the Union agree that in circumstances covered by this Letter of Understanding; this Letter shall apply in place of Article 9.3 of the Collective Agreement.

An employee who has been authorized by the Employer to receive a telephone call and/or a page while off duty, and is contacted for assistance and is able to deal with an emergency infrastructure matter over the telephone or by computer and does not have to report to a worksite, the employee shall be paid one (1) hour pay at double the employee's regular rate of pay. Multiple telephone calls/pages within one (1) hour period will be treated as one (1) event for the purpose of pay. A telephone call that occurs after the one (1) hour period shall result in another one (1) hour payment at double the employee's regular rate of pay.


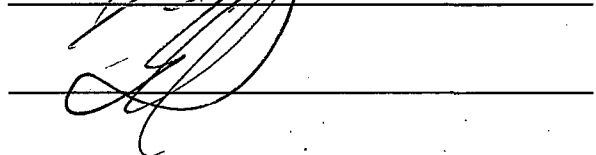
This Letter shall continue to remain in force until 2011 December 31 and shall remain in force thereafter until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed.

Signed this 30<sup>th</sup> day of July, 2007.

ON BEHALF OF THE EMPLOYER:

  
\_\_\_\_\_  


ON BEHALF OF THE UNION:

  
\_\_\_\_\_  




2007 MEMORANDUM OF AGREEMENT  
DELTA – CUPE 454 (cont'd)

This is the Letter of Understanding referred to in item #20 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CORPORATION OF DELTA  
(hereinafter called the "Employer")

and the

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

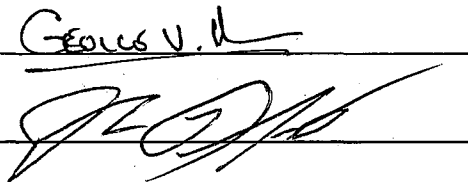
BOOT ALLOWANCE

The Employer agrees to reimburse Regular Full-Time Employees who are assigned to the paving crew on a year-round basis, and employees on the capital construction crew who regularly work with asphalt, up to \$100 every twelve (12) months towards the purchase of work boots upon presentation of receipts.

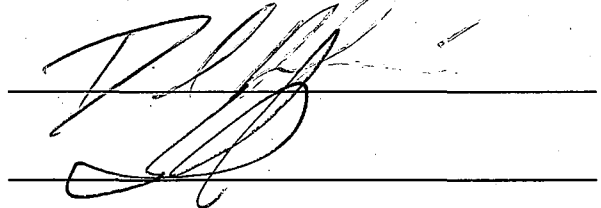
This Letter shall continue to remain in force until 2011 December 31 and shall remain in force thereafter until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed.

Signed this 30<sup>th</sup> day of July, 2007.

ON BEHALF OF THE EMPLOYER:

GEORGE V. D.  


ON BEHALF OF THE UNION:



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DELTA – CUPE 454 (cont'd)

This is the Letter of Understanding referred to in item #21 of this Memorandum of Agreement.

LETTER OF UNDERSTANDING

between the

CORPORATION OF DELTA  
(hereinafter called the "Employer")

and the

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

TELECOMMUTING

The Corporation and the Union agree to the following on a trial basis with the intention to limit it to a small number of employees during the trial period.

- (a) The Corporation may designate employees or positions eligible for telecommuting on the basis of:
  - (a) the nature of the work is such that it can be performed off-site;
  - (b) it will not create coverage issues;
  - (c) work productivity is maintained; and
  - (d) the length of an individual's commute to work.
- (b) Telecommuting arrangements may be initiated by the employee or suggested by the Corporation or Union. The maximum number of days that an employee may telecommute is two (2) days per week. Each telecommuting arrangement approved by the Corporation shall be described in a Letter of Understanding which shall include a provision for the telecommuting arrangement to be cancelled at any time by the employee or the Corporation."
- (c) The Corporation will agree to pay for internet charges and equipment required by the Employer for the telecommuting assignment.

This Letter shall continue to remain in force until 2011 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.

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DELTA – CUPE 454 (cont'd)

Letter of Understanding – Telecommuting (cont'd)

Signed this 30<sup>th</sup> day of July, 2007.

ON BEHALF OF THE EMPLOYER:

GEORGE V. H.  
[Signature]

ON BEHALF OF THE UNION:

[Signature]  
[Signature]

[Signature]