



THE CORPORATION OF DELTA

December 19, 2012

CUPE Local 454

Notice

The Employer serves notice that, effective the date of ratification of the Memorandum of Agreement that renews the 2011 Collective Agreement, the following notice will be implemented:

- The Letter of Understanding between the Corporation of Delta and CUPE Local 454 titled "OUTSIDE TEMPORARY FULL-TIME EMPLOYEES" dated July 5, 1998 will be cancelled. Upon being cancelled the Employer and the Union shall be bound by all provisions of the Collective Agreement covering Temporary Full-Time Employees.
- Employees on the 12 & 24 List at time of the 2012 Memorandum of Agreement ratification will be Grand-Parented with the terms and conditions of the Outside Temporary Full-time Employee List being retained.

FRAMEWORK FOR SETTLEMENT

DECEMBER 19, 2012

Introduction

The following package of items is to be considered a Framework for Settlement submitted by the Employer to the Union to conclude the 2012 round of bargaining.

The Framework is presented in a package format. Any issue not included in the Framework from the original list of proposals (verbal or written) submitted by either the Employer or the Union is deemed to be withdrawn. Where the Framework is not accepted as a whole, none of the specific provisions of the package remain agreed nor are any of the items left out of the package considered to be withdrawn.

The Framework is advanced on a without prejudice basis with respect to any interest arbitration between the parties to conclude the renewal of a Collective Agreement. In the event that the package is not accepted as a whole or the parties are unable to reach a negotiated settlement, none of the provisions of this package may be put before an interest arbitrator as evidence to conclude the 2012 or any subsequent round of collective bargaining.

It is understood that this Framework, as well as other bargaining history from this round of bargaining, may be advanced by either party as evidence in any future rights disputes regarding the interpretation, application, operation, or any alleged violation of the Collective Agreement, including any question as to whether any matter is arbitrable.

2012

OFFER FOR SETTLEMENT

Between the

CORPORATION OF DELTA

(the "Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 454

(the "Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE CORPORATION OF DELTA (hereinafter called "the Employer") AGREE TO RECOMMEND TO THE COUNCIL OF THE CORPORATION OF DELTA;

AND

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

THAT THE COLLECTIVE AGREEMENT COMMENCING 2012 JANUARY 01 AND EXPIRING 2014 DECEMBER 31 (hereinafter called the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms and conditions of the Collective Agreement commencing 2007 January 01 and expiring 2011 December 31 (the "2007 – 2011 Collective Agreement") shall apply except as specifically varied below.

2. Term

The Employer and the Union agree that the term of the new Collective Agreement shall be for four (4) years from 2012 January 01 to 2015 December 31, both dates inclusive. It is further agreed that Subsections 50(2) and 50(30) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. General Increase

Effective 2012 January 01, all hourly rates of pay which were in effect on 2011 December 31 shall be increased by one point two five percent (1.25%). The new hourly rates shall be rounded to the nearest whole cent.

Effective 2013 January 01, all hourly rates of pay which were in effect on 2012 December 31 shall be increased by one point seven five percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.

Effective 2014 January 01, all hourly rates of pay which were in effect on 2013 December 31 shall be increased by one point seven five percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.

Effective 2015 January 01, all hourly rates of pay which were in effect on 2014 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

4. Article 3 - Exemptions

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add Administrative Secretary (3) in Finance; Parks Recreation & Culture, and Community Planning and Development to Article 3(a). Should the incumbents in these positions not agree by January 18, 2013 to be excluded from the bargaining unit, they will remain in the bargaining unit until such time as they vacate the position or until such time that they change their minds. At such time the position(s) will become excluded and shall be deleted from Schedule "A".

5. Article 8 – Hours of Work

(a) Add new section under 8.2 for Delta Community Animal Shelter Hours of Operation to a seven (7) hour day, three (3) shifts per day schedule.

(b) Schedule J – Nine Day fortnight – amend A.2 Work Schedule by standardizing the hours of work to 8:30 am to 4:45 pm; ½ hour lunch break.

- (c) Effective the pay period following date of ratification, add Risk Management Officer (Jennifer Clark) to 9-day Fortnight Schedule at 35 hours per week. The incumbent will have a one-time choice, to be made by 2013 January 18, to accept the 9-Day fortnight option or to remain her current non-fortnight status.

6. Health and Welfare Benefits

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that, while not to be included in the Collective Agreement, the Employer will instruct the carrier to:

- (a) Increase orthopedic coverage for child to \$400
- (b) Increase orthotics to \$300 every 2 calendar years
- (c) Increase speech language Pathologist to \$600
- (d) Provide Alladerm Gum replacement coverage
- (e) Provide Composite Fillings for all teeth

7. Auxiliary/RPT Status

The Employer and the Union will agree to a Letter of Understanding, separate from the Collective Agreement, to provide the retention of sick leave bank for a period of 2 years for Regular Full-Time, Regular Part-Time or Temporary employees who convert to Auxiliary. After two years, the sick leave bank will dissolve.

8. Article 11.8 – Sick Leave

The Employer proposes that sick leave not be accrued when on unpaid sick leave. Medical, Dental and EHB benefits will continue with the Employer covering full costs (except for those employees on Long Term Disability where the Employee will be responsible for paying 100% for their own benefits if not covered by the LTD plan). When the Employee returns to work, the benefit premium costs will be recovered from the Employee or if the Employee terminates, the benefit premium costs will be deducted from any Employee outstanding bank payouts.

9. Article 12.8 – Early Retirement

Amend 12.8 to limit the Early Retirement Bank as follows:

12.8 An employee entitled to 25 or more days of annual vacation shall be entitled to defer up to 5 days per year of such vacation into an Early Retirement

Bank. An employee entitled to 30 or more days of annual vacation shall be entitled to defer up to 10 days per year of such vacation into an Early Retirement Bank as follows:

- (1) the vacation deferred in the Early Retirement Bank may not exceed 25 working days;
- (2) the vacation from the Early Retirement Bank will be paid at the hourly rate in effect when it is taken;
- (3) such deferred vacation may only be taken immediately prior to retirement. The Corporation may, at its sole discretion, permit an employee to use such banked vacation under other circumstances.

Employees who have retirement bank totals over 25 days at time of the 2012 Agreement ratification will be grand-parented at their existing banks. No further accruals will be allowed.

10. Article 10.1 - 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 seventy-five (75 cents) to one dollar (\$1.00). This provision shall also apply to employees while removing animal carcasses.

11. Article 10.2 - 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 eighty-five cents (85 cents) to one dollar (\$1.00).

12. OH&S Committee

Full-Time OH&S Committee members upon appointment shall be provided, on a one time basis only, with appropriate PPE to perform committee duties, including but not limited to steel toed boots or shoes, hard hat, safety glasses, gloves & vest. Employees who receive items in their current classifications will be excluded from that clothing benefit.

13. Schedule E - Clothing

- (a) BSW will be provided with Corporation of Delta shirts with Logos as required.
- (b) Boots: The Employer agrees to reimburse Regular Full-Time Employees who are required to wear "safety footwear" in the course of their duties as outlined by Corporation Safety Guidelines (other than those employees who are assigned to the paving crew on a year-found basis, and employees on the capital construction crew who regularly work with asphalt), up to \$130 every 24 months towards the purchase of safety footwear upon presentation of receipts.
- (c) RFT, RPT and Auxiliaries that have achieved seniority (1200 hours in two consecutive calendar years) and who work in Aquatics shall be entitled to one (1) bathing suit once every year. The bathing suit will be provided by the Employer and replaced in the one year period at the Employer's discretion.

14. 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.

- (a) The following positions will be created with the indicated status. If an incumbent is indicated, they shall receive the position without posting. Positions Indicated with an asterisk (+) will not have to serve probation:

| LIST OF POSITIONS/PERSONS TO CONVERT | | | | |
|--------------------------------------|-------------------------------|----------------|-----------------|--|
| DEPARTMENT | CURRENT CLASSIFICATION | CURRENT STATUS | INCUMBENT | CONVERT TO |
| Finance I.S. | User Support Assistant - PG19 | Auxiliary | Victor Yeoh | RFT – 35 hours Non-Standard Work Week (7 days) |
| Finance I.S. | User Support Assistant – PG19 | Auxiliary | Matt Grazier | RFT – 35 hours Non-Standard Work Week (7 days) |
| PR&C NDRC | Clerk, PR&C * | Auxiliary | Marlene de Boer | RPT – 28 hours |
| PR&C Winkill | Weight Room Attendant | RPT | Cherie Raines+ | RFT – 40 hours Non-Standard |
| PR&C Winkill | Weight Room Attendant | RPT | Bev Hillman+ | RFT – 40 hours Non-Standard |
| PR&C Winkill | Weight Room Attendant | RPT | Shelley Donald+ | RFT – 40 hours Non-Standard |
| PR&C McKee House | Senior Centre Coordinator * | RPT – 28 hours | Gail McEwan + | RFT – 35 hours |

| | | | | |
|--------------------------|--------------------------------|---------------------|-------------------|--|
| PR&C LCC/McKee | Building Service Worker * | Auxiliary | Sunny Bains | RPT – 28 hours |
| PR&C TAC | Recreation Programmer (Arts) * | Auxiliary | Jacqueline Hamlin | RPT – 32 hours |
| PR&C Firehall Arts | Recreation Programmer (Arts) * | Auxiliary | Melissa Lemire | RPT – 32 hours |
| PU&C Bylaws | Bylaw Inspector | Auxiliary/Temporary | Cam Glover | RFT – 35 hours Non-standard Work Week (7 days) |
| PU&C Bylaws | Bylaw Inspector | Auxiliary/Temporary | Matt Hardman | RFT – 35 hours Non-standard Work Week (7 days) |
| Engineering Parks Ops | Trades 1 Gardner | TFT – 40 hours | Brad Woodley + | RFT – 40 hours |
| Engineering Parks Ops | Trades 1 Gardner | TFT – 40 hours | Joanne Wallden + | RFT – 40 hours |

- (b) With regard to the conversions in (a), the incumbent will have a one-time choice, to be made by 2013 January 18, to retain current employment status and to keep the percentage in lieu or to convert to regular status and to receive benefits applicable to regular 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.

15. Committees

The Employer agrees to establish the following 4 person (2 parties per side) Committees:

- (a) A Committee to discuss vacation deferral and payout. The Committee to meet and make recommendations to the Chief Administrative Officer by February 28, 2013.
- (b) A Committee to discuss EOCP Certification Premiums. The Committee to meet and make recommendations to the Chief Administrative Officer by February 28, 2013.
- (c) A Committee to discuss the hiring and re-hiring process for Outside Temporary Full-time Employees. The Committee to meet and make recommendations to the Chief Administrative Officer by January 31, 2013.
- (d) The Employer is willing to meet with the Union twice yearly to discuss Attendance Management concerns. Those concerns to be discussed with the Chief Administrative Officer.

- (e) The Employer is willing to meet to discuss auxiliary scheduling in PR&C. The Committee to meet and make recommendations to the Chief Administrative Officer by March 31, 2013.

16. Housekeeping

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following housekeeping amendments:

- (a) Article 3 – Amend Article 3(a) (list of exclusions attached) by including new positions & titles and removing positions & titles.
- (b) Update Schedule A, B, C as needed.
- (c) Remove effective dates where applicable.
- (d) 12.4 – Annual Vacations – Temporary Full-Time
Add sentence: “Temporary Full-Time will receive a percentage in lieu during the initial probation period.”
- (e) 13.4(e)(2) – Maternity and Parental Leave
Amend to read, “Pension contributions will cease during the period of the leave. An employee may make application to buy back their pensionable service according to the rules in place within the Act.
- (f) Schedule I – GVRD Dental Plan & Group Life: *Delete*
- (g) Schedule E – Clothing Aquatics
Remove sweat suit and add 1 pair track pants (for both Full-Time and Regular Part-Time)
- (h) 8.2 – Hours of Work – Parks, Recreation & Culture
- i. Add Tilbury Arena as a work area that operates on a seven (7) day three (3) shift per day operation*
 - ii. Add Recreation Program Coordinators to 8.2 under positions allocated to a non-standard work week*
- (i) 11.7 (a) – Pension (Municipal) Act
Add “All regular full-time employees” in first sentence. Then new sentence “Temporary Full-time employees” are eligible....
- (j) Amend Article 18.12(b) - to include list of new hires and terminations.
- (k) Schedule A – Inside Classes – Survey Assistant
Remove (a) 6 month increments.

- (l) Schedule C – Auxiliary Employees – Recreation Attendant
 - i. Amend from PG 17 to PG 7.
 - ii. Amend title to read Recreation Attendant 1
- (m) Schedule D
 - Add D 21(f)(iii) wording.
- (n) Schedule F – Part IV 2003 – 2006 Negotiations
 - Remove Items 12 – Auxiliary Committee, 13. Benefits Discussion/Committee, 23. Peer Training Committee, 24. Classification Review Committee and 25. Auxiliary Scheduling Committee from the new 2012 Collective Agreement.
- (o) Re-Title Article 14 to say “Seniority and Probation”.
- (p) Amend 16.2 (b) to reflect current practice in Step 3 meetings (*presentation of grievance to the Administrator or designate*).
- (q) Add coverage for PSA testing as per CAO letter dated January 26, 2010 (not to be shown in CA)
- (r) 8.1(c) Add Engineering Inspector to member of the Inspectional Group.
- (s) Add Family Day Statutory Holiday Language.

17. 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.

18. Printing of New Collective Agreement

While not to be included in the Collective Agreement, the Employer and the Union agree to share the cost of the printing of the Collective Agreement and the Union shall receive not less than 1000 for distribution to its members.

19. 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 19th day of December 2012 in Vancouver, British Columbia.

BARGAINING REPRESENTATIVES ON
BEHALF OF THE **EMPLOYER**:

George V. Amos -
[Signature]
[Signature]
[Signature]
[Signature]

BARGAINING REPRESENTATIVES ON
BEHALF OF THE **UNION**:

[Signature]
[Signature]
Janet Young
[Signature]
[Signature]

Collective Agreement (Article 3) Exemptions

| <p align="center">2007 – 2011 Article 3 - Exemptions</p> | <p align="center">2012 Exemptions <i>(with title changes)</i></p> | <p align="center">POSITION INCREASES</p> |
|---|--|--|
| <p><u>Chief Administrative Office</u> Chief Administrative Officer Administrative Assistant to the CAO</p> | <p><u>Chief Administrative Office</u> Chief Administrative Officer Admin. Secretary to the CAO Mgr of Climate Action & Environment Manager of Property Use & Compliance Shelter Manager Communications Manager Communications & Engagement Specialist</p> | <p><u>Chief Administrative Office</u> + Mgr of Climate Action & Environment + Mgr of Property Use & Compliance + Shelter Manager + Communications Manager + Communications & Engagement Specialist</p> |
| <p><u>Legal Services</u> Solicitor Administrative Secretary</p> | <p><u>Legal Services</u> Municipal Solicitor Administrative Secretary (2) Lands Solicitor</p> | <p><u>Legal Services</u> + Lands Solicitor</p> |
| <p><u>Clerk's Office</u> Municipal Clerk Deputy Municipal Clerk</p> | <p><u>Clerk's Office</u> Municipal Clerk Deputy Municipal Clerk</p> | <p><u>Clerk's Office</u></p> |
| <p><u>Human Resources & Corporate Planning</u> Director Human Resources Assistant Senior Human Resources Assistant Senior Human Resources Officers (2) Human Resources Officer Corporate Policy Analysts (2)</p> | <p><u>Human Resources & Corporate Planning</u> Director Manager, Human Resources Human Resources Advisor (2) Safety & Claims Advisor Human Resources Assistant (2) Sr. Corporate Policy Analyst (3)</p> | <p><u>Human Resources & Corporate Planning</u> Same Positions/Numbers only</p> |
| <p><u>Finance</u> Director Manager of Information Services Manager of Budgets & Taxation Manager of Financial Services Taxation Manager Payroll Manager Budget Officer Financial Systems Analyst Purchasing & Risk Management Manager Lands Manager</p> | <p><u>Finance</u> Director Manager of Information Services Technical Services Manager Applications Manager Manager of Budgets & Taxation Manager of Financial Services Taxation Manager Payroll Manager Budget Officer (2) Financial Business Analyst Purchasing Manager Lands Manager</p> | <p><u>Finance</u> + Technical Services Manager (IS) + Applications Manager (IS) + Administrative Secretary</p> |

| 2007 – 2011 Article 3 - Exemptions | 2012 Exemptions <i>(with title changes)</i> | POSITION INCREASES |
|--|--|--|
| <u>Community Planning & Development</u> Director Mgr, Long Range Planning & Special Projects Manager of Development Manager of Buildings & Licences Application Centre Supervisor | <u>Community Planning & Development</u> Director Deputy Director Manager of Development Services Building & Inspections Manager Application Centre Manager | <u>Community Planning & Development</u> + Administrative Secretary |
| <u>Fire Department</u> Administrative Secretary | <u>Fire Department</u> Administrative Secretary | <u>Fire Department</u> |
| <u>Parks, Recreation & Culture</u> Director Mgr of Community Recreation Services Mgr of Culture & Community Development Facilities Operations Manager Superintendent, Sungod Superintendent – Parks Projects Area Recreation Superintendent Parks (2) Parks Operations Manager | <u>Parks, Recreation & Culture</u> Director Deputy Director Sup't, Sports Develop & Comm Event Senior Policy Analyst Capital & Energy Manager Manager of Community Recreation Recreation Complex Facility Manager (3) Emergency Social Services Manager | <u>Parks, Recreation & Culture</u> +Emergency Social Services Manager + Administrative Secretary |
| <u>Mayor's Office</u> Contract – Executive Assistant to Mayor | <u>Mayor's Office</u> Executive Assistant to Mayor | <u>Mayor's Office</u> +Executive Assistant to Mayor |
| <u>Engineering Department</u> Director Manager of Roads & Transportation Manager of Utilities & Construction Manager of Environmental Services Assistant Manager of Utilities Transportation Manager Design & Construction Engineer Roads & Equipment Manager Utility Operations Manager Roads Engineer Assistant Utilities Engineer Administrative Secretary Administrative & Program Manager Manager of Engineering Operations Administrative Manager | <u>Engineering Department</u> Director Deputy Director Projects Manager Manager of Transportation Transportation Engineer Roads Engineer Manager of Utilities Design & Utilities Engineer Utilities Planning Engineer Manager of Design & Construction Capital Projects Manager Administrative Secretary Admin & Customer Services Manager Manager of Engineering Operations Administrative Manager | <u>Engineering Department</u> -Manager of Environmental Services + Capital Projects Manager |

| 2007 – 2011 Article 3 - Exemptions | 2012 Exemptions <i>(with title changes)</i> | POSITION INCREASES |
|--|--|---------------------------|
| Superintendent – Engineering Ops(8) - Equipment - Electrical/Mechanical - Roads Maintenance - Roads Traffic - Utility Maintenance - Construction - South Delta Utilities - North Delta Utilities | Assistant Manager Eng. Operations (2) Superintendent – Engineering Ops (8) - Electric & Mechanical Supt - Roads Maintenance Supt - Roads Traffic Supt - Utilities Supt - Utility Maintenance Supt - Construction Supt - Parks Supt - Fleet Supt | |

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")

HORTICULTURAL WATERING ATTENDANT

Effective on the date of ratification of the renewal of the 2007 – 2011 Collective Agreement, the Employer and the Union agree that in order to preserve the Corporation of Delta employees performing watering services of planters, hanging baskets and boulevard trees, there will be a new position titled Horticultural Watering Attendant.

This position shall be limited to 6 positions total, and shall only apply from May 15 to September 15. The rate of pay applicable to the position is equivalent to the Recreation Attendant 2, Step 5. The sole duty of this position shall be the watering for planters, hanging baskets and boulevard trees. Any watering duties outside of this time frame shall attract the Truck Driver 1 rate of pay.

If adopted by Delta Municipal Council AND the Membership of CUPE Local 454, this Letter shall continue to remain in force 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 _____ day of _____, 2012.

ON BEHALF OF THE EMPLOYER:

ON BEHALF OF THE UNION:
