



THE CORPORATION OF DELTA

January 10, 2017

CUPE LOCAL 454

**Notice**

The Employer serves notice that, effective the date of ratification of the Memorandum of Agreement that renews the 2015 Collective Agreement, the following notice will be implemented:

- Schedule "F" Part 1 and Appendix "A" will be enforced as written, specifically in terms of "the principle that any adjustment from a 5-day week is to be accomplished with neither any additional salary or benefit costs to the Employers nor any reduction in salaries or benefits received by their employees," and further,
- In order to establish the length of the compressed work day and the compressed work week, the parties are to be governed by the principle that the basic annual working hours less basic annual rest period allowances are to maintain the same under the compressed work week as they were under the standard work week, and
- As per Schedule "F", Appendix "A", 8.(c) all conversions including existing Letters of Understanding for the purposes of applying public holiday compensation, will be applied as follows: "Have a compressed work day off with pay for each public holiday, and (the Employee will) owe the Employer the difference in hours between the length of the compressed work days and length of the employee's former standard work day".

Current Application – Hours of Work and Modified Work Weeks:

Correctly Applied

- Purchasing (LOU)
- Pool Maintenance Workers (LOU)
- Job Sharing Agreement (LOU)

Incorrectly Applied

- Garage (LOU)
- Sweeper Operators (LOU)
- Season Construction Crew (practice)

## OFFER FOR SETTLEMENT

January 10, 2017 4:15 pm

### Introduction

The following package of items is to be considered an Offer for Settlement submitted by the Employer to the Union to conclude the 2016 round of bargaining.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals (verbal or written) submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer 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the specific provisions of the package remain agreed nor are any of the items left out of the package considered to be withdrawn.

It is understood that this Offer, 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.

2016

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 2016 JANUARY 01 AND EXPIRING 2020 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 2012 January 01 and expiring 2015 December 31 (the "2012 – 2015 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 five (5) years from 2016 January 01 to 2020 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

- (a) Effective 2016 January 01, all hourly rates which were in effect on 2015 December 31 shall be increased by one and one-half percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2017 January 01, all hourly rates which were in effect on 2016 December 31, shall be increased by one and one-half percent (1.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2018 January 01, all hourly rates which were in effect on 2017 December 31, shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2019 January 01, all hourly rates which were in effect on 2018 December 31, shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2020 January 01, all hourly rates which were in effect on 2019 December 31, shall be increased by two percent (2.0%). The new hourly rates shall be rounded to the nearest whole cent.

### 4. Article 8 – Hours of Work

- (a) Effective within 60 days following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule 'A' by adjusting the weekly hours for Cashier/Receptionist and Lifeguard/Instructor 2 from thirty-five (35) hours to forty (40) hours.
5. Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.1 to read as follows:

"Dirty Pay - Employees performing any assigned work where they come in contact with raw sewage and medical waste shall receive an additional \$1.00 per hour over their regular classified rate of pay with a minimum of two (2) hours' pay. This provision shall also apply to employees while removing animal carcasses."

6. **Article 10.3 – First Aid Premiums**

Effective the date of ratifications of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.3 to as follows:

OFA Level II	\$150 per month	\$0.90 per hour
OFA Level III	\$175 per month	\$1.00 per hour

7. **Article 11.2 – Medical and Extended Health**

The Employer and the Union agree that, as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer will instruct the benefits carrier to amend the Extended Health Care Plan (the “Plan”) as follows:

**Extended Health Care Plan:**

1. Orthotics to a maximum payable \$400 per person per year.
2. Include Clinical Counsellors with Psychologists to a maximum of \$600 per year.
3. Vision Care to a combined maximum of \$650 in a 24 month period, also to include coverage for prescription sunglasses.
4. Hearing aids and repairs to a maximum of \$800 in a 5 calendar year period.
5. Private duty care by a registered nurse for a person with an acute condition, as outlined in the Plan, to a maximum of 750 hours each calendar year.

**Generic Drugs:**

Within 30 days of the date of ratification of the Memorandum of Agreement, the Employer and the Union agree the Plan will reimburse drug expenses based upon mandatory generic pricing; except where the employee’s physician provides confirmation of no generic substitution on the prescription.

**Dispensing Fees:**

Within 30 days of the date of ratification of the Memorandum of Agreement, the Employer and the Union agree dispensing fees will be eligible for reimbursement in accordance with the terms of the Plan up to the maximum dispensing fee per prescription eligible for reimbursement under the British Columbia PharmaCare program.

8. **Article 11.8 – Sick Leave**

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the fourth sentence of Article 11.8 (a) to read as follows:

“Employees who are on unpaid sick leave or LTD are responsible for paying 100% of the premiums for medical, dental, EHB and group life benefits on a monthly basis while on such leave unless the full benefit premiums are covered by an LTD Plan or Provider.”

The remainder of Article 11.8 (a) will remain unchanged.

- (b) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.8 (c) to read as follows:

“(c) Where no one other than the employee can provide for the needs of an immediate member of the employee’s family during a sudden, serious or incapacitating illness, an employee shall be entitled, after notifying their manager, to use *up to* four (4) accumulated sick leave days per calendar year for illness for this purpose. Further consideration may be given in excess. In order to comply with the requirements regarding eligibility for EI rebates, only those employees who have more than twelve (12) days’ sick leave credits are entitled to use sick leave for family illness.”

9. **Article 12.4 - Vacation Leave**

- (a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union to amend Article 12.4(f) to read as follows:

“(f) Regular Full-Time and Temporary Full-Time Employees will receive six percent (6%) of earnings in lieu of vacation during the initial probation period.”

- (b) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 12.4(h) to read as follows:

“Upon hiring, an employee from another municipal employer may be started at any level on the vacation schedule set out above at the discretion of the Director of Human Resources or designate. New employees who receive recognition for previous service under this provision will not receive recognition in any other areas, such as but not limited to, seniority or length of service or supplementary vacation.

**10. Article 12.9 – Vacation Payout (LTD)**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12.9 to read as follows:

“Regular Full-Time Employees are required to take annual vacations in accordance with Article 12.4; cash payment will not be paid in lieu thereof except at termination, layoff or six (6) months after acceptance of an LTD claim by the carrier.

**11. Article 13.1 – Jury, Witness Duty**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.1 to read as follows:

“Other than where an employee’s private affairs require a court appearance, an employee called for Jury Duty or as a Witness by subpoena, will be allowed time off during the period of such duty with continuance of regular pay. Any remuneration received for such duty will be remitted to the employer minus any transportation, parking or meal costs. If the employee is excused from jury duty or from appearing as a witness for the day, and there are more than two hours left of the work day, the employee shall report immediately for work. If there are less than two work hours remaining, the employee is not required to report for work.”

**12. Article 13.2 – Bereavement and Compassionate Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add to Article 13.2(a)(i) as follows:

- (i) “step-parent”

**13. Article 15 - Posting Vacancies**

(a) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add a new Article 15(c) to read as follows:

- “(c) Where a Regular Full-Time Employee is the successful candidate on a posting for a temporary position, the position vacated by the Regular Full-Time Employee will be posted. Subsequent positions are not required to be posted.”

The remaining provisions will be re-lettered accordingly.

(b) Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 15(f) to read as follows:

“(f) Established Regular Part-Time positions of sixteen (16) hours or more per week and Temporary Full-Time positions (including temporary vacancies in regular full-time positions) which are expected to exceed six (6) months shall be posted.

#### **14. Article 18.4 – Tool Insurance and Allowance for Mechanics**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 18.4 to read as follows:

18.4(a) The Corporation shall provide insurance coverage on personal tools used by Mechanics in the performance of their duties to a maximum of ten thousand dollars (\$10,000) per employee in the event of loss due to fire or theft. (the deductible requirement has been removed)

To be eligible for the insurance coverage, each affected employee shall, on an annual basis, provide the Corporation with a list of tools that are retained at the workplace.

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agreed to add a new Article 18.4(c) as follows: (currently in a Letter of Understanding)

18.4 (c) Subject to proof of a full complement of mechanics tools, the Corporation shall provide a tool rental fee for Trades 2 – Mechanics, \$160 per pay period.

#### **15. Schedule “D” – Regular Part-Time Employees**

Within 30 days of the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule “D” (b)(1)(ii) as follows:

Medical, Extended Health, Group Life and Dental on the same basis as full-time employees except the eligibility periods shall be calendar months; the Employer shall pay their contractual portion of the premiums for Medical, Extended Health, Group Life, and Dental.



## 16. Schedule “E” – Protective Clothing

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule ‘E’ (p) to read:

Boots – the Corporation will reimburse Regular Full-time and Temporary Full-time with the equivalent of 12 month’s full-time service 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-round basis, and employees on the capital construction crew who regularly work with asphalt) up to \$150 every 24 months towards the purchase of safety footwear upon presentation of receipts.

## 17. Conversions

Within 30 days of the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the conversion of the **16** employees listed below from Auxiliary, Regular Part-Time and Temporary Full-Time to Regular Part-Time or Regular Full-Time as well as the conditions surrounding such conversions.

Each incumbent shall receive the position/status as indicated below without posting and the probationary period will be considered as served.

It is understood that these are permanent positions and that, when an incumbent vacates the position, it will be posted and filled in accordance with the collective agreement.

LIST OF POSITIONS/PERSONS TO CONVERT				
DEPARTMENT/ LOCATION	CURRENT CLASSIFICATION	CURRENT STATUS	CONVERT TO	INCUMBENT
PR&C – Sungod	Facility Shift Supervisor	RPT – 28 hours	RFT – 40 hours	Arseneault
PR&C – North	Recreation Programmer (Arts)	RPT – 32 hours	RFT – 40 hours	Doepker
PR&C – South	Recreation Programmer (Arts)	RPT – 32 hours	RFT – 40 hours	Hamlin
PR&C – All	Program Leader 2	Aux – average 26 hrs	RPT – 28 hours	Sochting
PR&C – Sungod	Assistant Aquatic Leader	Aux – average 32 hrs	RPT – 32 hours	McRae-Moloney
PR&C – NDRC	Building Service Worker	RPT – 32 hours	RFT – 40 hours	Carter
PR&C – Sungod	Building Service Worker	Aux – average 34 hrs	RFT – 40 hours	Aguinaldo
PR&C – Sungod	Building Service Worker	RPT – 28 hours	RFT – 40 hours	Mangat
PR&C – NDRC	Clerk, PR&C	Aux – average 28 hours	RPT – 32 hours	DeBoer
PR&C – SDRC	Cashier/Receptionist	Aux – average 28 hours	RPT – 28 hours	Hart
PR&C - Kennedy	Seniors Programmer	Aux – average 26 hours	RPT – 28 hours	Talaber
PR&C – All	Recreation Programmer	Aux – average 32 hours	RFT – 40 hours	Collinet
PR&C – NDRC	Building Service Worker	Aux – average 32 hours	RFT – 40 hours	Zerbinos
PR&C – Winskill	Weight Room Attendant	Aux – average 20 hours	RPT – 22 hours	Tatum
Eng – Ops	Labourer 2	12 & 24	RFT – 40 hours	Gibb
Eng – Parks	Labourer 2 /Park Attendant	12 & 24	RFT – 40 hours	Ishihiro

- (c) With regard to the regular part-time conversions in (a), the incumbent will have a one-time choice, to be made by 30 days following ratification of the Memorandum of Agreement, 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.

#### 18. Committees

The Employer agrees to establish the following 4 persons (2 parties per side) Committee:

- (a) A Committee to discuss health benefit re-enrollment for temporary staff who returns to work following termination due to end of assignment. The Committee to meet and make recommendations to the Chief Administrative Officer by June 30, 2017.
- (b) A Committee to discuss consideration and selection of candidates for posted positions. The Committee to meet and make recommendations to the Chief Administrative Officer by June 30, 2017.
- (c) A Committee to discuss auxiliaries working 1200 hours within two consecutive years to be within 24 consecutive months (Schedule "D", #6). The Committee to meet and make recommendations to the Chief Administrative Officer by June 30, 2017.

#### 19. Housekeeping

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

Article 3 – The Employer proposes to amend Article 3(a) (list of exclusions) by including new positions & titles and removing positions & titles.

Update listing to current positions.

8.2 – Museum & Archive Employees Hours of Work – Add Museum employees under 8.2 PR&C (7 hour day, 2 shifts per day operation, and Archive employees under 8.1(a) inside workers (7 hour day, 2 shifts per day operation) – no fortnight.

These new employees work non-standard work week (M-S; 2 shifts) to serve the programs of the Museum.

8.4 – Daily Guarantee – remove “an employee, other than a school student on a school day,”

Language is no longer in Employment Standards.

12.4 – Annual Vacations – Temporary Full-Time  
*Add sentence “Temporary Full-Time will receive a percentage in lieu during the initial probation period.”*

Confusing for temporary full-time staff as they do not receive for six month continuous period.

Article 13.2 – Bereavement and Compassionate Leave

The language needs cleaning up as it states ‘bereavement’ in the title but not in the body of the article. Then in (b) & (d) it mentions emergency leave – which should be identified as either compassionate or bereavement leave.

Article 15 (d) (e) – Posting Vacancies  
Change “Summer period” to “Seasonal Programs”

Title of postings in policy changed from Summer Period to Seasonal Programs – more accurately described.

Schedule “D” – various  
Remove #1, #5, #11, #12, #16, #18, #19, #20, #21 (a) (1) & (2). Renumber Schedule.

No longer valid.

Schedule “F” – Part 1  
Remove #25.

No longer have employees that are affected by the 1977 incremental increase language

Schedule “F” – Part II and Part III  
Remove 1981 Negotiations 13 and 1997 – 1990 Negotiations references.

No longer valid – remove.

Schedule “H” – Clause 20  
Remove in entirety.

Resolved in 1997 – 1999 negotiations.

Schedule “I” – Work Schedule  
(b) Change meal period to one half hour.

All meal breaks for F/N employees is one half hour.

Article 8.2 (1) – Non-Standard Work Week  
Winskill Aquatic and Fitness Centre under wrong heading – should be a 7-day, 3-shift schedule.

The Centre has been incorrectly placed under 7-day, 2-shift per day schedule.

Add Programmer-Special Needs to non-standard Work week – under 7-day, 2-shift schedule.

Identified incorrectly.

Article 8.2(1) – Non Standard Work Week  
• Winskill Aquatic and Fitness Centre staff works a 7-day, 3-shift schedule. The Centre has been incorrectly placed under 7-day, 2-shift per day schedule.

Clean-Up of Non-Standard Work Week schedules.

- Add Programmer – Special Needs under 7-day, 2-shift schedule. Missed in past round.
- Add (d) Property Use & Compliance – Bylaw staff Bylaw Officers work a non-standard, 7-day, 2-shift work week.

#### Article 18.6 – Occupation Health & Safety

Replace “the Corporation and 4 Union-appointed representatives with, “as regulated by the Workers Compensation Act.”

New language will stay current with changing legislations.

#### Letters of Understanding – Hours of Work

Remove #7 in its entirety.

The Union and the Employer will choose those Arbitrators that are available – outdated list.

#### Employment Standards References

Following ratification of the Memorandum of Agreement, the Manager of Human Resources and the President of CUPE Local 454 will review and amend Employment Standards references to incorporate changing legislations.

#### Schedules “A”, “B” & “C”

Following ratification of the Memorandum of Agreement, the Manager of Human Resources and the President of CUPE Local 454 will review and amend the classification schedules to ensure current agreed-to classifications are listed.

### **20. 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.

## 21. 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 principles 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 11<sup>th</sup> day of January, 2017 in the Corporation of Delta.

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

  
George V. Harvie, CAO

  
Sean McGill, Director HR&CP

  
Vivian Klaiber, Manager HR

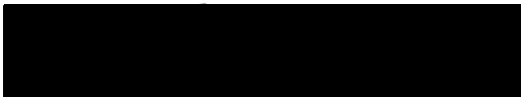
  
Ken Kuntz, Director PR&C

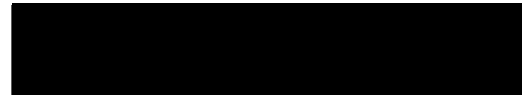
  
Steven Lan, Director Engineering

  
Marcy Sangret, Deputy Director Planning

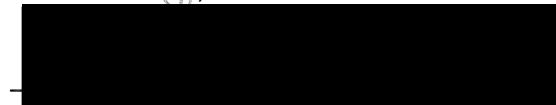
  
Trent Reid, Manager Eng. Operations

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

  
John Gibson, President

  
Nicole Dodd, Secretary

  
Richard Carter, Treasurer

  
Tamara Laza, Exec at Large Outside

  
Rob Limongelli, CUPE National Rep.