

2021 – 2022

COLLECTIVE AGREEMENT

between the

CITY OF DELTA

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 454

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THIS AGREEMENT entered into as of 2021 January 01

BETWEEN:

**CITY OF DELTA**  
(hereinafter called the "City")

OF THE FIRST PART

AND:

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

OF THE SECOND PART

**PREAMBLE**

The purpose of this Agreement is to secure for the City, the Union and the employees of the City the full benefit of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by the Agreement to be the duty of the City and the Union and the employees to co-operate fully, individually and collectively for the advancement of said conditions.

The City and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The City agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

1. **TERM OF AGREEMENT**

This Agreement shall be for a term of two (2) years with effect from 2021 January 01 to 2022 December 31, both dates inclusive. Should either party hereto at any time within four (4) months immediately preceding the date of expiry of this Agreement by written notice require the other party hereto to commence collective bargaining, or should the parties be deemed to have given notice under Section 46 of the Labour Relations Code, this Agreement shall continue in full force and effect, and, neither party shall make any change or alter the terms of this Agreement until

- (a) The Union can lawfully strike in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (b) The City can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or
- (c) The parties shall have concluded a renewal or revision of this Agreement or shall have entered into a new Collective Agreement;

whichever is the earliest.

The operation of sub-sections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from, and shall not be applicable to this Agreement.

2. BARGAINING AGENCY

The City recognizes the Union as the sole collective bargaining agency for all employees of the City except for members of IAFF Local 1763, the incumbents of those classifications listed below, and any other employees who are excluded by the Labour Relations Code or by a ruling of the Labour Relations Board, are not employees within the meaning of the Labour Relations Code.

The City and the Union agree that the burden of proof with respect to exclusions is as established by the Labour Relations Board, that is should the City intend to exclude a position currently in the bargaining unit, the burden of proof rests with the City; where the City establishes a new excluded position and the Union objects, the burden of proof rests with the Union. Positions currently in the bargaining unit shall not be excluded until after a ruling by the Labour Relations Board or by mutual agreement of the City and the Union.

3. EXEMPTIONS

(a) The following employees are excluded:

**City Manager's Office**

City Manager  
Executive Assistant to the CAO  
Administrative Secretary to the CAO

**Property Use & Compliance**

Manager of Property Use and Compliance  
Assistant Property Use & Compliance Manager  
Shelter Manager

**Clerk's Office**

City Clerk  
Deputy City Clerk (2)

**Human Resources**

Manager, Human Resources  
Human Resources Advisor (3)  
Health & Safety Manager  
Occupational Health Nurse Specialist  
Human Resources Coordinator  
Human Resources Associate (2)

Human Resources Assistant

**Corporate Services Department**

Director of Corporate Services  
Manager of Policy  
Senior Corporate Policy Analyst (3)  
Corporate Social Planner  
Manager of Communications

**Climate Action & Environment**

Manager of Climate Action & Environment

**Legal Services**

Municipal Solicitor  
Administrative Secretary (2)  
Lands Solicitor  
Solicitor

**Finance**

Director  
Manager of Information Services  
Technical Services Manager  
Network Services Manager  
Applications Manager  
Manager of Budgets & Taxation  
Manager of Financial Services  
Taxation Manager  
Payroll Manager  
Budget Officer (3)  
Financial Business Analyst  
Purchasing Manager  
Administrative Secretary

**Community Planning & Development**

Director  
Deputy Director of Planning  
Deputy Director of Development  
Project Manager  
Building Code Compliance Manager  
Administrative Customer Services Manager  
Administrative Secretary



**Fire Department**

Fire Chief  
Deputy Fire Chief (4)  
Administrative Secretary

**Parks, Recreation & Culture**

Director  
Deputy Director (2)  
Superintendent Sports Development  
Senior Policy Analyst  
Project Manager  
Manager of Community Recreation  
Recreation Complex Facility Manager (4)  
Facilities Operation Superintendent  
Cultural & Museum Services Manager  
Emergency Social Services Coordinator  
Administrative Secretary

**Mayor's Office**

Executive Assistant to Mayor  
Administrative Secretary

**Engineering Department**

Director  
Deputy Director  
Projects Manager  
Manager of Transportation  
Transportation Engineer  
Roads Engineer  
Manager of Utilities  
Design & Utilities Engineer  
Manager, Special Projects and Solid Waste  
Utilities Planning Engineer  
Manager of Design & Construction  
Capital Projects Manager  
Assistant Utilities Engineer  
Civil Engineer  
Administrative Secretary  
Manager, Administrative and Customer Services  
Manager of Engineering Operations  
Assistant Manager Eng. Operations (2)  
Superintendent – Engineering Ops (9)  
- Electric & Mechanical Supt  
- Roads Maintenance Supt

- Roads Traffic Supt
- Utilities Supt
- Utility Maintenance Supt
- Construction Supt
- Parks Supt
- Fleet Supt
- Drainage & Irrigation

- (b) The City agrees that the bargaining authority of the Union shall not be impaired during the term of this Agreement. The City agrees that the only certification that it will recognize during the term of this Agreement is that of the Union, unless ordered by due process of law to recognize some other bargaining authority.

#### 4. CITY'S RIGHTS

- (a) The management and operation of, and the direction of the working force is vested exclusively in the City provided, however, that it will not be used for the purpose of discrimination against employees, and provided that it is not against or contrary to the articles of this Agreement. The City agrees to comply with the Human Rights Code of British Columbia.
- (b) The City shall have the right to select and promote its employees and to discipline or discharge for proper cause; provided that employees shall retain the right of appeal under the Grievance Procedure contained in this Agreement.

#### 5. UNION SECURITY

- (a) All present employees who are now members of the Union shall remain members of the Union. All new employees shall become members of the Union by the pay period immediately following completion of thirty (30) calendar days of employment. All such employees shall remain members of the Union as a condition of employment provided that no employee shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union.
- (b) The City agrees to notify the Union, in writing, when a new employee has completed the probation period and has been accepted into the permanent employment of the City. The City further agrees to notify the Union in writing when an employee is laid off or dismissed.
- (c) In the event of the Union intending to suspend a member for non-maintenance of membership, or for any other reason, the City shall be notified by the Union in writing at least seven (7) days before such suspension.

6. CHECK OFF

- (a) The City agrees to a voluntary check-off of all dues of the Union in accordance with the by-laws of the Union. The City will be responsible for ensuring that all employees covered by this Agreement immediately on employment, execute an assignment of wages by appropriate check-off authorization, for the payment of an amount equal to the regular monthly Union dues.
- (b) The City shall honour written assignments of wages and salaries in favour of the Union when the assignments are submitted having been duly authorized by the employee and the Canadian Union of Public Employees, Local 454 of Delta, and shall submit such assignments to the Union once each month with a statement of employees from whom deductions have been made and the amount of each deduction.
- (c) The City shall remit the dues deducted pursuant to such assignment to the Union once each month with a statement of the names of employees from whom the deductions have been made and the amount of each deduction.

7. DEFINITIONS OF EMPLOYEES

- (a) Employees are defined as follows:

A Regular Full-Time Employee is an employee who is employed on a full-time basis of thirty-five (35), forty (40) or such other number of weekly hours as is recognized in the Agreement as normal for a particular class of positions, for an indefinite period of time.

A Temporary Full-Time Employee is an employee who is employed on a full-time basis as set forth above, for a definite and limited period of time (which may be extended or cut short by circumstances which could not be foreseen at the time of hiring).

A Regular Part-Time Employee is an employee who is employed on a regular part-time schedule of weekly hours which are less than the number constituting full-time employment for a particular class of positions, for an indefinite period of time.

An Auxiliary Employee is any other employee.

- (b) City's Responsibility

The City agrees to undertake the responsibility for notifying Temporary Employees, Part-Time Employees and Auxiliary Employees of their status at the time of their employment.

8. HOURS OF WORK

- 8.1 (a) The regular hours of work for the inside employees of the City shall be seven (7) consecutive hours per day, eight-thirty (8:30) A.M. to four-thirty (4:30) P.M. with one

(1) hour off for lunch Monday through Friday. No overtime shall be worked by any inside employee except with the express approval and authority of the appropriate Department Head, and the hours of overtime worked shall be certified by the said Department Head to the Payroll Department before compensation is made.

Compensation for overtime worked shall be in accordance with the provisions of Article 9 and shall be provided when an inside employee is required to work in excess of seven (7) hours in the regular workday.

Notwithstanding the foregoing, the City shall have the right to establish an eight (8) hour day/forty (40) hour week for an employee working in designated aquatic classifications.

- (b) For the purpose of this Article, Building Service Workers and Storemen are exempt from a strict schedule of hours of work; however, any hours worked in excess of eight (8) hours per day shall be paid overtime rates in accordance with Article 9 of this Agreement.
- (c) Employees within the Inspectional Group, including but not limited to Building, By-Law, Subdivision, and Engineering Inspectors, may start as early as 7:00 a.m., Monday through Friday.
- (d) Employees working on Survey Crews may start as early as 7:00 a.m., Monday to Friday.
- (e)
  - (i) The City agrees to provide to all Regular Full-Time Outside employees upon completion of twelve (12) months of service, a minimum guarantee of forty (40) hours per week exclusive of overtime.
  - (ii) The City agrees to provide to all Regular Full-Time Inside employees upon completion of twelve (12) months of service, a minimum guarantee of either thirty-five (35) or forty (40) hours per week exclusive of overtime depending upon the number of weekly hours set out in Schedule "A".
- (f) The regular hours of work for outside employees shall be eight (8) consecutive hours between eight (8:00) A.M. and four-thirty (4:30) P.M., daily, with one-half ( $\frac{1}{2}$ ) hour off for lunch, Monday through Friday inclusive. The City shall have the right to establish regular shifts other than the regular day shift. During the months of June, July, August and September each year, the City shall have the right to establish double shifts provided that in all cases shift schedules are posted. Any employee required to work a shift other than the shift posted on the schedule shall receive forty-eight (48) hours' notice of change of shift. Notwithstanding the foregoing, all employees required to work in excess of eight (8) hours per day shall receive overtime compensation as provided by Article 9 of this Agreement.
- (g) When working alone on day and afternoon shifts, Custodian Attendant and Icemaker-Maintenance Worker 1, 2 and 3s shall work an eight (8) hour shift that includes a paid straight-time lunch break during which time the employee shall remain on duty.
- (h) Non-standard work week shifts may be changed to a standard work week due to inclement weather or other circumstances that prevent the work from continuing,

provided that a minimum of twenty-four (24) hours' notice of such shift change is provided.

8.2 The following areas work a non-standard work week. The work week shall be twelve-o-one (12:01) A.M. Monday to eleven fifty-nine (11:59) P.M. Sunday.

(a) Parks, Recreation and Culture

The following Parks and Recreation work areas operate on a seven (7) day, three (3) shifts per day operation:

North Delta Recreation Centre  
 South Delta Recreation Centre  
 Sungod Recreation Centre  
 Ladner Leisure Centre  
 Ladner Community Centre  
 Tilbury Ice  
 Winskill Aquatic and Fitness Centre

The following Parks and Recreation work areas operate on a seven (7) day, two (2) shifts per day schedule:

Mckee Seniors' Recreation Centre  
 Delta Cultural Centre  
 Kennedy Seniors' Recreation Centre

In addition, positions allocated to the following classes work a non-standard work week as defined below:

Program Centre Supervisor  
 Program Leader I  
 Program Leader II  
 Program Leader - Play School Programs  
 Programmer – Special Needs  
 Recreation Programmers  
 Recreation Program Coordinators  
 Senior Centre Coordinator

Employees appointed to the class of Clerk - Parks and Recreation on or after 1995 April 26 shall work a non-standard work week between the hours of 8:00 a.m. and 10:00 p.m., Monday to Sunday, inclusive. Any Clerk - Parks and Recreation employee working a full seven (7) hour shift shall be eligible for shift premium as provided in Article 10.2. Employees appointed to the class of Clerk - Parks and Recreation prior to 1995 April 26 shall continue to work on a Monday to Friday, day shift basis, unless they agree otherwise.

All other areas within Parks and Recreation operate on a five (5) day, day shift basis, Monday to Friday schedule unless otherwise agreed to between the parties.

(b) Delta Community Animal Shelter

This area shall work a seven (7) day, three (3) shifts per day schedule.

(c) Property Use & Compliance – Bylaw Staff

Bylaw Officers shall work a seven (7) day, two (2) shifts per day schedule.

8.3 Rest Periods

All employees shall be granted a ten (10) minute rest period in the first and second half of each full working day.

8.4 Daily Guarantee

(a) Subject to the provisions of Article 8.4(c) an employee reporting for a scheduled shift on the call of the City, shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of two (2) hours' pay at the regular hourly rate.

(b) (i) Subject to the provisions of Article 8.4(c) an employee who commences work on a scheduled shift shall receive the employee's regular hourly rate of pay for the entire period spent at the place of work, with a minimum of four (4) hours' pay at the regular hourly rate.

(ii) Subject to provision of paragraph Article 8.4(c), the Daily Guarantee referenced in Article 8.4(b)(i) shall be reduced from four (4) hours to two (2) hours for a Regular Part-Time Employee or an Auxiliary Employee who is employed as a Program Centre Supervisor, Program Leader I, Program Leader II, Program Leader-Playschool Programs, Recreation Programmer, Concession Worker, and Recreation Attendant 1 or 2.

(c) In any case where an employee (i) reports for a regular shift but refuses to commence work, or (ii) commences work but refuses to continue working, the minimum payments set forth in Articles 8.4(a) 8.4(b)(i) and 8.4(b)(ii) shall not be payable.

9. OVERTIME, CALLOUT, STANDBY, MEAL BREAKS, AND OVERTIME BANKING

The following provisions shall apply for all overtime, standby, callout, and meal breaks:

9.1 Overtime

(i) Overtime shall be defined for Regular Full-Time and Temporary Full-Time Employees as:

(a) time worked, immediately following the employee's regular shift;

- (b) time worked immediately preceding the employee's regular shift where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift;
  - (c) time worked at any other time where it has been prescheduled by notice provided prior to the end of the employee's previous regular shift except as otherwise provided in Article 12.
- (ii) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work under Article 9.1(i) at the following overtime rates:
- (a) time and one-half the rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift.
  - (b) double the rate of pay for all time in excess of the first two (2) hours worked immediately preceding or immediately following an employee's regular shift.
  - (c) double the rate of pay for all time worked at any other time than immediately preceding or immediately following an employee's regular shift. Employees shall be paid a minimum of one and one-half (1½) hours at double time for overtime worked pursuant to this paragraph (ii)(c).

## 9.2 Overtime Banking

- (a) Employees who are required to work overtime shall elect at the time of working such overtime whether to be paid for it or instead to receive compensating time off in lieu. An employee who elects to receive compensating time off, shall be credited with compensating time off equivalent to the number of hours which the employee would have been paid for the overtime worked and, subject to an employee's request to be granted compensating time off being approved by the Department Head (or delegate), such employee shall be granted any portion of the compensating time off at the pay rate or rates in effect at the time the overtime in question was worked. All compensating time off credited during a particular calendar year but which has not been granted to an employee by March 31st of the immediately following year shall be paid in cash at that time at the pay rate or rates in effect at the time the overtime in question was worked.
- (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 31<sup>st</sup> payout in paragraph (a) above, employees may request a full or partial payout of their overtime bank upon two (2) 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.

### 9.3 Callout

Callout is to be defined for Regular Full-Time Employees and Temporary Full-Time Employees as being called back to work at any time following completion of an employee's regular shift except when pre-scheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 9.1.

- (i) An employee who is called back to work shall be paid, or elect to bank as per Article 9.2, double time for the time actually worked plus one (1) hour's allowance for travelling to and from home, with a minimum of three (3) hours' pay at double the rate of pay. (The minimum includes one (1) hour for travelling time.)

Notwithstanding the callout minimum, an employee who is at the work place prior to the commencement of the employee's regular shift and who is required to commence work prior to the commencement of the employee's regular shift, shall be paid in accordance with the overtime provisions for the actual time worked prior to the commencement of the employee's regular shift.

- (ii) If additional calls are made upon the employee prior to the expiry of the three (3) hour period or prior to the employee's arrival home, whichever last occurs, such additional calls shall not attract an additional three (3) hour minimum, but the employee shall be paid for the time actually worked plus an additional one (1) hour's allowance for travelling to and from home. If two separate callouts are completed within a three (3) hour period, the minimum payment shall be four (4) hours at double the rate of pay. (The minimum includes two (2) hours for travelling time.)

### 9.4 Standby

- (i) Employees who are designated to stand by between the end of a regular day shift on the first day of work in a week (excluding public holidays) until the beginning of the regular day shift on the last day of work in a week shall be paid one (1) hour's pay at the employee's rate of pay or Sub-Foreman Engineering Operations rate (whichever is greater) for each period of eight (8) hours that the employee stands by in addition to any callout pay as earned under Article 9.3.
- (ii) Employees who are designated to stand by for a call to work at any other time (that is during public holidays and weekends) shall be paid one (1) hour's pay at the employee's rate of pay or Sub-Foreman Operations rate (whichever is greater) for each period of six (6) hours that the employee stands by in addition to any callout pay as entitled under Article 9.3.
- (iii) Where the period of time which an employee stands by exceeds a multiple of six (6) hours or eight (8) hours (as the case may be) the residual balance shall be compensated as follows:
  - (a) one-half ( $\frac{1}{2}$ ) hour's standby pay for periods of half or less than half of the full period.
  - (b) one (1) hour's standby pay for periods of more than half of the full period.



## 9.5 Meal Breaks

### (i) During Overtime

If an employee is required to work overtime immediately following or immediately preceding the employee's regular shift, then upon the completion by the employee of two (2) continuous hours of such overtime work, the employee shall be given a paid meal break of one-half ( $\frac{1}{2}$ ) hour which the City may permit the employee to begin at any time within the two (2) hour period; provided however that, except in the case of an emergency, the meal break shall begin no later than the end of the two (2) hour work period. Upon completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of overtime work, the employee shall be given another paid meal break of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken no later than the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

### (ii) During Callouts and Pre-scheduled Overtime

An employee who completes three and one-half ( $3\frac{1}{2}$ ) continuous hours of callout work, or overtime work occurring at any time other than immediately following or immediately preceding the employee's regular shift, shall be given a paid meal break of one-half ( $\frac{1}{2}$ ) hour which the City may permit the employee to begin at any time within the three and one-half ( $3\frac{1}{2}$ ) hour work period; provided however, that, except in the case of emergency, the meal break shall begin no later than the end of the three and one-half ( $3\frac{1}{2}$ ) hour work period.

Upon completion of each succeeding three and one-half ( $3\frac{1}{2}$ ) continuous hours of callout work, or overtime work, the employee shall be given another paid meal break of one-half ( $\frac{1}{2}$ ) hour which, except in an emergency, shall be taken no later than the end of each three and one-half ( $3\frac{1}{2}$ ) hour work period.

(iii) For each meal break given to an employee under Article 9.5(i) or 9.5(ii), the employee shall be paid one-half ( $\frac{1}{2}$ ) hour's pay at double the employee's rate of pay.

(iv) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Article 9.5(i) or 9.5(ii) it shall be taken as soon as practicable and in addition the City shall be responsible for supplying a reasonable form of nourishment during the course of the work at such time as the employee would have been otherwise entitled to a paid meal break.

Note: See attached Schedule "H".

## 10. PREMIUM RATES

### 10.1 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 two (2) hours' pay. This provision shall also apply to employees while removing animal carcasses.

10.2 Shift Premiums

A standard shift premium of one dollar (\$1.00) shall be paid to those classifications listed below and shall be payable for all regular hours worked more than one (1) hour on either side of the recognized normal or standard daily hours, provided that where the majority of an employee's regular hours fall outside the period described above, the shift premium shall apply to the entire shift. This provision shall also cover all Watchman classes.

- (1) Iceman Maintenance Worker (1, 2 & 3)
- (2) Custodial Attendant I
- (3) Custodial Attendant II
- (4) Building Service Worker
- (5) Building Service Supervisor
- (6) Building Maintenance Man
- (7) Facility Operations Supervisor (effective 1998 July 16)
- (8) Park Attendants
- (9) Sub-Foreman – Public Works
- (10) Street Sweeper
- (11) Clerk – Parks and Recreation

10.3 First Aid Premiums

Employees who are required by the City to perform first aid duties in addition to their normal duties and who hold a valid Workers' Compensation Board Occupational Health and Safety First Aid Certificate shall be paid a premium in accordance with the certificate required by the City as follows:

	<u>Full-Time Employees</u>	<u>Regular Part-Time &amp; Auxiliary Employees</u>
OFA Level II	\$150 per month	\$0.90 per hour
OFA Level III	\$175 per month	\$1.00 per hour

The City will pay course fees for the OFA Level II and/or III course for employees who are required to have such certification.

10.4 Acting Pay - Outside

Any outside employee who is appointed or requested by the Department Head temporarily to perform work of a character for which a higher classification is provided, shall be paid immediately the rate for the higher position for a minimum of two (2) hours, i.e., when any outside employee in a classification lower than Truck Driver I is required to work as a Truck Driver I or as a Truck Driver II, the employee shall be paid immediately the appropriate rate for all hours so worked, with a minimum of two (2) hours per day at the higher rate. The appointment of an employee to a higher classification must be authorized by the supervisor.

#### 10.5 Acting Pay - Inside

On every occasion that an inside employee is temporarily required to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is senior to the position which the employee normally holds, the employee shall be paid for every day that the duties of the senior position are carried out at the minimum rate in the scale for such senior position, except where the salary received in the employee's own position is equal to, or exceeds, the minimum of the senior position in which case the next higher rate in the pay range shall be paid.

Appointment of employees to a level of higher responsibility must be authorized in writing by the Department Head.

10.6 When an employee is directed by the Department Head temporarily to perform work of a character for which a lower classification is provided, the employee shall continue to be paid the rate for the higher position.

#### 10.7 Training Premium - Truck Drivers and Equipment Operators

Truck Drivers and Equipment Operators who are designated to train other employees shall be paid a premium of one dollar (\$1.00) per hour above their regular rate while so instructing. Such compensation shall be for providing instruction in all aspects of the vehicle or equipment operations, and evaluating the progress and performance of trainees and reporting same to a superior.

### 11. EMPLOYEE BENEFITS

#### 11.1 Benefit Administration

The City has the sole responsibility for all aspects of the administration of the health and welfare benefit plans.

#### 11.2 Medical and Extended Health

All Regular Full-Time Employees shall be covered the first of the month following date of hire and all Temporary Full-Time Employees shall be covered the first of the month following completion of six (6) calendar months by a Medical Services Plan and by an Extended Health Care Plan. The Extended Health Care Plan has an annual deductible of one hundred fifty dollars (\$150.00) and a lifetime maximum of three million dollars (\$3,000,000) per person.

A complete listing of benefit entitlements, which are subject to the provisions of the Plan, can be found on The City of Delta Intranet, or at the Human Resources or CUPE offices.

The City shall pay eighty percent (80%) and the employees shall pay twenty percent (20%) of the premium for the Medical Plan.

The City shall pay ninety percent (90%) and the employees shall pay ten percent (10%) of the premium for the Extended Health Care Plan.

### 11.3 Dental

All Regular Full-Time Employees shall be covered the first of the month following date of hire and all Temporary Full-Time Employees shall be covered the first of the month following completion of twelve (12) calendar months by a dental plan on the following basis:

- (a) Basic Dental Services (Plan A) paying for eighty percent (80%) of the approved schedule of fees.
- (b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.
- (c) Orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees. The lifetime maximum shall be four thousand five hundred dollars (\$4500) for adults and dependent children as defined by the Plan.
- (d) The City shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.

### 11.4 Same Sex Benefit Coverage

An employee who co-habits with a person of the same sex, and who promotes such person as a "spouse" (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health, and Dental benefits.

### 11.5 Group Life

All Regular Full-Time and Temporary Full-Time Employees who have completed six (6) months of service shall join the Group Life Insurance Plan with the following coverage:

- (a) Coverage shall be one and one-half (1½) times basic annual salary, which shall be computed to the next higher one thousand dollars (\$1,000).
- (b) Coverage shall be provided until age sixty five (65) without the payment of premiums in the case of an employee becoming totally and permanently disabled prior to age sixty five (65).
- (c) The City shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premium.

### 11.6 Optional Group Life Insurance

Subject to the provisions of the Plan, eligible employees shall be entitled to purchase optional Group Life Insurance coverage in units of ten thousand dollars (\$10,000) up to a maximum of

two hundred and fifty thousand dollars (\$250,000). The employee shall pay one hundred percent (100%) of the premiums for the optional coverage.

#### 11.7 Pension (Municipal) Act

- (a) All new Regular Full-Time Employees shall, upon completion of six (6) months' service, become eligible for pension in accordance with the Pension (Municipal) Act. Temporary Full-Time Employees shall be eligible once they have completed twelve (12) months of continuous service.
- (b) Further, the City agrees to contribute an additional two percent (2%) of each employee's regular wages over and above the contribution required by the Pension (Municipal) Act PROVIDED that each employee contributes an additional two percent (2%) as a special contribution.
- (c) Where, due to a layoff, a full-time employee has had their hours of work reduced and their employment status changed, the employee shall continue to contribute to the Municipal Pension Plan. Contributions made by the City and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Pension (Municipal) Act.

#### 11.8 Sick Leave

- (a) All employees shall be granted twenty (20) days of sick leave with pay for each year of service, pay to be granted only after the completion of six (6) months of service, and subject to a doctor's certificate after two (2) days certifying as to illness. All unused sick pay shall accumulate to a maximum of two hundred and sixty-one (261) days. Sick time accumulated to be retroactive to the starting date, after probationary period is completed. Employees who are on unpaid sick leave or LTD are responsible for paying one hundred percent (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.
- (b) The fifty percent (50%) portion of accumulative sick leave to be paid to employees upon retirement or upon termination of employment following completion of ten (10) years of service, or to the employee's beneficiary upon the employee's death at any time while in the employ of the City, to a maximum of sixty (60) working days.
- (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.

## 11.9 Workers' Compensation

- (a) A Regular Full-Time Employee or Temporary Full-Time Employee, who has completed six (6) months of continuous service, whose claim for WCB temporary disability benefits is accepted by the WCB, shall assign the employee's WCB cheque to the City and the City shall pay the employee's approximate net salary. If the WCB disallows an employee's claim, or during a period of WCB delay prior to accepting the claim, the City will pay full regular salary to the employee until the employee's sick leave, vacation and overtime credits are exhausted. Where the WCB subsequently accepts an employee's claim, the employee's pay shall be recalculated retroactive for the period of the claim.
- (b) Where a Regular Full-Time Employee or a Temporary Full-Time Employee becomes entitled to Workers' Compensation and payment is not made for the first day or part day, such day or part day shall be paid by the City.

## 12. VACATIONS AND PUBLIC HOLIDAYS

### 12.1 Public Holidays

All Regular Full-Time Employees and Temporary Full-Time Employees shall be entitled to a holiday with pay on the following public holidays, namely: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other day appointed by Council to be a municipal holiday.

PROVIDED THAT:

- (a) whenever one of the above-mentioned public holidays falls on a Saturday or a Sunday and the Government of Canada and the Government of British Columbia, or either of them in the absence of the other, proclaim that such public holiday be observed on a day other than Saturday or Sunday, then the day so proclaimed shall be read in substitution for such public holiday;

SAVE AND EXCEPT THAT:

whenever one of the aforementioned public holidays falls on a Saturday or a Sunday and neither the Government of Canada nor the Government of the Province of British Columbia proclaims that such public holiday be observed on a day other than Saturday or Sunday, or the proclamations of such governments do not proclaim the same day for the observance of such public holiday, then not less than seven (7) calendar days prior to that public holiday, the City shall post a notice or notices in conspicuous places so that each employee affected thereby may have ready access to and see the same, designating the employee's holiday entitlement in accordance with one of the following methods:

- (i) one (1) day's pay at the regular rate of pay, or

- (ii) a holiday with pay within the calendar year in which such public holiday falls, on any normal working day which immediately precedes or immediately follows one of the employee's normal rest days or one of the public holidays hereinbefore defined in this Article 12.1.
  - (b) in the case of an employee's termination of service for any reason, adjustment will be made for any overcompensation provided under paragraph (a)(ii) herein.
  - (c) prior to the posting of any notice advising the employees of their entitlement under paragraph (a) herein, the City will afford the Union an opportunity to discuss the substance of the notice.
  - (d) notwithstanding receipt of a day's pay for a public holiday, it shall not be considered as time worked for the purpose of calculating overtime.
- 12.2 (a) Employees Who Normally Work on Public Holidays
- (i) Except as otherwise provided in Article 12.1 with respect to public holidays falling on a Saturday or a Sunday, if an employee whose duties normally require such employee to work on public holidays, is required to work on any public holiday named in Article 12.1 which falls on any day from Monday to Friday inclusive, then such employee shall be paid the regular pay for the holiday and in addition thereto shall be given compensating time off equivalent to one and one-half (1½X) times the number of hours worked on the holiday.
  - (ii) If an employee is required to work on the day off given in lieu of a public holiday, pursuant to the provisions of this Article 12.2(a) herein, then in lieu of such holiday the employee shall be paid the regular pay for the public holiday plus double the regular rates of pay for the hours worked on such day off. Time worked beyond the employee's normal daily hours on the day off given to the employee in lieu of a public holiday shall be treated as overtime. For the purpose of this Article 12.2(a) a public holiday does not include a holiday designated by the City pursuant to Article 12.1(a) unless the employee is entitled to that holiday with pay in lieu of a public holiday.
- (b) Pay for Hours Worked on Public Holidays
- The premium rate which is paid for hours worked on public holidays is not to be treated as an overtime premium but overtime rates will become applicable if work on a public holiday extends beyond the employee's normal daily hours.
- (c) Observation of Public Holidays
- Whenever a public holiday falls on a Saturday or a Sunday and is observed on a weekday, that weekday shall be treated as the public holiday for purposes of attracting premium rates for employees whose duties normally require them to work on that day, and work performed on the Saturday or Sunday shall not attract public holiday premium rates. However, if prior to the beginning of any calendar year the City and the Union agree to recognize the Saturday or the Sunday as the premium day for those employees whose

duties normally require them to work on public holidays, they may do so, but there may only be one premium day for such employees with respect to any one public holiday.

- (d) An employee (except an employee governed by Article 12.2(a)), who is required to work on a public holiday defined in Article 12.1 which falls on or is observed on any day from Monday to Friday inclusive, shall be paid the regular pay for the said holiday plus double the hourly rate of pay of the employee computed on the basis of the normal working hours for the hours worked on the holiday.

12.3 Where public holidays declared by the Council of the City occur while an employee is on annual holiday, extra days in lieu of such holidays shall be granted.

#### 12.4 Annual Vacations

Paid annual vacations for Regular Full-Time Employees and Temporary Full-Time Employees shall be allowed as follows:

- (a) In the first part calendar year of service, vacation will be granted on the basis of one-twelfthth ( $\frac{1}{12}$ ) of fifteen (15) working days for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31<sup>st</sup>.
- (b) During the second up to and including the seventh calendar year of service - fifteen (15) working days.
- (c) During the eighth up to and including the fifteenth calendar year of service - twenty (20) working days.
- (d) During the sixteenth up to and including the twenty-third calendar year of service - twenty-five (25) working days.
- (e) During the twenty-fourth and all subsequent calendar years of service - thirty (30) working days.
- (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.
- (g) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (h) 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, at the discretion of the Director or Manager of Human Resources

#### 12.5 Vacation in the Year of Retirement

Any Regular Full-Time Employee



- (a) who has reached minimum retirement age as defined in the Pension (Municipal) Act and has completed at least ten (10) years of pensionable service in accordance with and as defined in the said Act; or
- (b) whose age and years of service with the City total eighty (80) years or more,

shall be entitled to receive full annual vacation on termination of employment for any reason. All other Regular Full-Time Employees and Temporary Full-Time Employees who leave the service shall be entitled to vacation in accordance with the appropriate clauses in this Article.

#### 12.6 Vacation Deferment

An employee who is entitled to annual vacation of twenty (20) working days or more in any year:

- (a) shall take at least fifteen (15) working days of such annual vacation during the year in which the employee earns such vacation, and
- (b) may defer the taking of any part of such annual vacation in excess of fifteen (15) working days.

PROVIDED HOWEVER, that the maximum deferred vacation which an employee may accumulate at any one time pursuant to this Article 12.6 shall be twenty (20) working days.

12.7 Any annual vacation deferred pursuant to Article 12.6 and any other vacation carry-over shall be paid at the rate in effect when the vacation is taken.

#### 12.8 Early Retirement

An employee entitled to twenty-five (25) or more days of annual vacation shall be entitled to defer up to five (5) days per year of such vacation into an Early Retirement Bank. An employee entitled to thirty (30) or more days of annual vacation shall be entitled to defer up to ten (10) days per year of such vacation into an Early Retirement Bank as follows:

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

Employees who have retirement bank totals over twenty-five (25) days as of 2013 January 14 will be grandparented at their existing banks. No further accruals will be allowed.

12.9 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.

12.10 All employees other than those entitled to an annual percentage of earnings in lieu of vacation, will be paid during their annual vacations at their respective regular or classified rates of pay.

12.11 Supplementary Vacation

Regular Full-Time Employees shall be entitled to the following paid vacation (supplementary vacation) in addition to the annual vacation which is provided for under Article 12.4:

- (a) Each employee, upon commencing the eleventh, sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth, forty-first or forty-sixth calendar year of service, shall thereupon become entitled to five (5) working days of supplementary vacation.
- (b) It is understood between the parties that each employee shall become entitled to the supplementary vacation under this Article 12.11, on the first day of January in the year in which the employee qualifies for such supplementary vacation. An employee shall retain their supplementary vacation entitlement notwithstanding that such employee's employment is terminated prior to the end of the period to which the entitlement applies.

(An explanatory note and table is annexed hereto as an Addendum for the purposes of clarification.)

13. LEAVE OF ABSENCE

13.1 Jury, Witness Duty

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 (2) hours left of the work day, the employee shall report immediately for work. If there are less than two (2) work hours remaining, the employee is not required to report for work.

13.2 Bereavement Leave

- (a) Any employee who has completed six (6) months of employment, may be granted bereavement leave without loss of pay for a period not to exceed three (3) working days in the following events:
  - (i) in the case of the death of the employee's wife, husband, child, ward, brother, brother-in-law, sister, sister-in-law, parent, step-parent, parent-in-law, grandchild, grandparent, grandparent-in-law, guardian or common-law spouse; or
  - (ii) in the case of the death of any other relative if living in the employee's household.

- (b) Any employee who qualifies for bereavement leave without loss of pay under paragraph (a) herein, and who is required to travel to a point outside the Lower Mainland of British Columbia (defined as the area included within the Metro Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of two (2) working days.
- (c) Requests for leave under paragraphs (a) and (b) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.
- (d) An employee who qualifies for bereavement leave without loss of pay under paragraph (a) herein may be granted such leave when on annual vacation if approved by the Department Head. An employee who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half ( $\frac{1}{2}$ ) day without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by paragraph (a) herein.

### 13.3 Leave of Absence of Union Officials

- (a) All applications for leave of absence whether with or without pay shall be granted only to those official Union representatives whose absence in any specific case does not interfere with the operation of the City. Request for such leave of absence shall nevertheless be given precedence over any other applications for leave on the same day.
- (b) With respect to any leave of absence granted without pay, the City shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the City's contributions on behalf of each such representative for group life insurance coverage, medical coverage, dental coverage, sickness and accident insurance coverage, and municipal pension. The Union shall then reimburse the City to the amount of the account rendered within sixty (60) days.
- (c) Upon application to, and upon receiving the permission of the Director of Human Resources in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the City or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more than three such official representatives shall be granted leave of absence without loss of pay for the time so spent. Further official representatives may be granted leave of absence without pay.
- (d) Upon application to, and upon receiving the permission of the Director of Human Resources in each specific case, official representatives of the Union shall be granted leave of absence without pay for the purpose of attending the national and B.C.

divisional conventions of the C.U.P.E., the annual convention of the B.C. Federation of Labour and the biennial convention of the Canadian Labour Congress.

- (e) Upon application to, and upon receiving the permission of the Director of Human Resources in each specific case official representatives of the Union shall be granted leave of absence without pay for the purpose of transacting other business in connection with matters affecting members of the bargaining unit or in connection with other matters affecting the Canadian Union of Public Employees.
- (f) The City agrees that any full-time officer of the Union who is on leave of absence for the purpose of performing duties as an officer of the Union shall not lose seniority in the service of the City and shall continue to accumulate seniority while performing such duties. Upon retirement from the duties as an officer of the Union, such former Union officer shall be entitled to return to a position within the class of positions to which the employee's former position was allocated and for which the employee is qualified if any position within such class is held by an employee with less seniority. If all of the positions within such class are held by employees with more seniority or have been abolished, such former Union officer shall be entitled to return to any other vacant position for which that employee is qualified.
- (g) The City agrees that any employee who might be elected or appointed to a full-time position with the Canadian Union of Public Employees, the Vancouver Labour Council, the B.C. Federation of Labour or the Canadian Labour Congress shall be granted leave of absence without pay and shall not lose seniority in the service of the City while on such leave of absence. Upon termination of such period of office, such an employee may return to the first vacant position for which that employee is qualified in the service of the City.
- (h) The Union shall provide the City with a list of its elected officers, job stewards and any other official representatives. This list shall be kept current by the Union at all times.

#### 13.4 Maternity and Parental Leave

##### (a) Length of Leave

###### Birth Mother

A pregnant employee shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave, all without pay. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the father of the child shall be entitled to both maternity and parental leave without pay.

### Birth Father and Adoptive Parent

An employee who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The employee shall take the leave within seventy-eight (78) weeks of the child's birth or date the child comes within the care and custody of the employee.

### Extensions - Special Circumstances

An employee shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth.

An employee shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the employee's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed seventy-eight (78) consecutive weeks following the commencement of the leave.

### (b) Notice Requirements and Commencement of Leave

- (1) An employee who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) An employee shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the employee shall provide as much notice as possible.)
- (3) The City may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
- (4) An employee on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the employee intends to return to work.
- (5) An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

- (6) Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, her maternity leave will be deemed to have started on the date she gave birth.

(c) Return to Work

On resuming employment an employee shall be reinstated in the employee's previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) An employee on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Subject to paragraph (d)(1), an employee on maternity leave or parental leave who has notified the Department Head of their intention to return to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Life Insurance benefits shall continue uninterrupted during the period of time the employee is on maternity and/or parental leave provided that the employee makes arrangements prior to commencing the leave to pay the employee's share of the benefit premiums for that period where the premiums are cost-shared. Where an employee makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave. An employee may make an application to buy back their pensionable service for the period of the leave according to the rules in place within the *Act*.

(f) Supplementary Employment Insurance Benefits

- (1) Birth mothers who are entitled to maternity leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for

and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
  - (a) for the first six (6) weeks, which includes the one (1) week Employment Insurance waiting period; and
  - (b) up to an additional eleven (11) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.
- (5) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the employee's normal weekly earnings from employment and the employee's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

#### 14. SENIORITY AND PROBATION

- (a) Notwithstanding anything to the contrary contained in this Agreement, it is mutually agreed that all employees are hired on probation. The probationary period of employment shall continue for the qualifying period during which time they are to be considered temporary workers only and during this same period no seniority rights shall be recognized. Upon completion of the probationary period, all employees shall be entitled to seniority from the day on which they entered the service of the City.
- (b) Every inside staff employee and every outside staff employee who commences employment with the City shall have probationary status during the first continuous six (6) months of employment.
- (c) The City agrees to cause a list to be made of all employees covered in this Agreement, readily showing their length of service with the City. A copy of said list shall be placed

on all bulletin boards and shall remain posted; and further, a copy of said list shall be sent to the Secretary of the Union on a quarterly basis indicating any additions or deletions thereto as referred to in Article 18.12.

- (d) When it becomes necessary to compare seniority between Regular Full-Time Employees, Temporary Full-Time Employees and Regular Part-Time Employees the following formula shall be used:

$$\frac{\text{Total Regular Hours Worked}}{\text{Total Hours of Work Required by the Classification on an Annual Basis}} = \text{Years of Service}$$

#### 14.1 Probationary

"Probationary Employees" shall mean and include those employees employed during the initial probationary period set forth in Article 14(b) above in any established position, provided that such definition will not include Regular Full-Time Employees on probation during the first ninety (90) working days of a promotion or transfer as referred to in Article 14.2 below.

#### 14.2 In-Service Probation

When an established employee (six (6) months' probation already served) applies for a posting, the probation on the new position shall be ninety (90) working days, then the employee's position will be confirmed or the employee will return to their old position or something similar as mutually agreed without loss of benefits.

#### 14.3 In making promotions, demotions, transfers and layoffs, required knowledge, ability and skills for the positions shall be the primary qualifications.

- (a) In making promotions, the required skills, knowledge and ability for the position shall be the primary consideration. Where two or more employees are equally capable of filling the position, the senior applicant shall be chosen.
- (b) (i) Demotions: The City may demote any employee for cause, provided however the employee shall retain the right of appeal under the Grievance Procedure contained in this Agreement.
- (ii) Demotion Due to Layoff: Where an employee is demoted due to a reduction in staff, the knowledge, ability and skills of the employee shall be the primary qualification; where these are equal, the employee with the shorter length of service shall be laid off. Demoted employees shall receive the rate of pay set for the position to which they are demoted as from the date of demotion.
- (c) Transfers may be made within the City from one Department to another without loss of seniority.
- (d) Layoff: In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit-wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.



#### 14.4 Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockout or other circumstances beyond the control of the City, the City shall notify permanent employees who are to be laid off at least ten (10) working days prior to the effective date of layoff. If the employee has not had the opportunity to work during the ten (10) days referred to above, the employee shall be paid for those days for which work was not made available.

#### 14.5 Recall

Regular Full-Time Employees shall be recalled to positions for which they are qualified, in order of their bargaining unit-wide seniority.

#### 14.6 New Employees

No new employees shall be hired following a layoff until those who were laid off have been given a reasonable opportunity of recall as follows:

The City shall make every reasonable attempt to contact employees in order of seniority, and employees shall be recalled in such order providing that they respond within the stipulated time limits. Upon making contact with an employee, the City shall specify the time when the employee shall report for work. An employee who does not respond within forty eight (48) hours of the City's initial attempt to contact him/her, or who refuses to report for work, shall be dropped to the bottom of the appropriate list for recall. An employee shall report to work at the time specified by the City, or, in extenuating circumstances, within two (2) weeks of the City's initial attempt to contact him. Each employee on layoff will be responsible for keeping the City notified of a current contact point through which the employee can be reached.

14.7 It shall be the duty of all employees to notify the City, in writing, of any change of address.

#### 14.8 Rights of Employees Promoted Out of the Bargaining Unit

- (a) In the event of an employee being promoted from a position for which the Union either had bargaining authority at the time of the promotion or subsequently obtained bargaining authority, to a position whether included in or excluded from the Union contract, and such employee being subsequently laid off or demoted to a position for which the Union has bargaining authority, the City shall have the right to place such employee in the position previously held by the employee or in any vacant position for which such employee is considered qualified. The employee, if so placed as the result of being laid off or demoted, shall suffer no loss of seniority and such seniority shall be the employee's total length of service with the City.
- (b) An employee promoted out of the bargaining unit shall retain the rights provided under paragraph (a) for a period of one (1) year from the date the employee is promoted out of the bargaining unit. Thereafter the employee shall have no rights pursuant to this Article 14.8.

14.9 Seniority Retention

- (a) It is agreed between the parties hereto that seniority shall be retained and accumulated on the following basis:
  - (i) Employees who are laid off with less than one (1) year's service shall retain their seniority for a period of six (6) months.
  - (ii) Employees who are laid off after one (1) year's service shall retain their seniority for a period of one (1) year.
  - (iii) Absence due to a bona-fide sickness, provided such sickness is attested to by a qualified medical practitioner.
  - (iv) Authorized leave of absence.
  - (v) Absence while serving in the Armed Forces and for a period of ninety (90) days after honourable discharge.
- (b) An employee shall lose seniority for any of the following reasons:
  - (i) On voluntarily leaving the service of the City.
  - (ii) If discharged for proper cause, and is not reinstated.
  - (iii) If continuously laid off for a period exceeding the qualifications under Clauses (a)(i) and (a)(ii) of this Article.

15. POSTING VACANCIES

- (a) All Regular Full-Time vacancies will be posted the first Wednesday following the week during which the City becomes aware that a vacancy will exist. In the event a Department decides to review its staffing requirements then the posting of the vacancies may be delayed. The Human Resources Department will notify the Union of the reasons for any delay and the expected length of the delay. The commencement date of the vacant position will be included on the posting.
- (b) Vacancies and new positions covered by this Agreement shall be posted and remain posted for a period of five (5) working days prior to the filling of the vacancy or new position.
- (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 which is expected to exceed six (6) months will be posted. Subsequent positions are not required to be posted.

- (d) Postings shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, and anticipated length of any temporary assignment.
- (e) Successful applicants will be notified within ten (10) working days of the closing of the posting. Seasonal Programs postings will be exempt.
- (f) Successful applicants shall start within fifteen (15) working days of being notified or shall receive the new rate of pay if unable to start within the fifteen days, except in the cases of demotions. Successful applicants for summer period postings shall receive the new rate of pay on the commencement date as shown on the posting.
- (g) 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. This provision does not apply to temporary vacancies caused by vacation, WCB, sick leave or other leaves of short duration.

#### 15.1 Former Employees of the Delta Police Board

- (a) Subject to the provisions of paragraph (b) and (c) below, it is agreed by the parties that a civilian employee of the Delta Police Board represented by C.U.P.E. Local 454 shall have no special status in the event such employee applies for employment with the City or is hired by the City.

- (b) Bidding Rights Police Board

Employees of the Police Board who apply for a position with the City shall be given consideration for employment prior to external candidates. Seniority shall be from the date of hiring with the City. All benefits shall be as per (c) below.

No grievances will be considered if not hired by the City.

- (c) If an employee referred to in paragraph (a) above is hired by the City directly from the Delta Police Board and without any period intervening, to fill a position covered by this Agreement, the employee shall be deemed to possess seniority from the day on which such employee last entered the service of the Delta Police Board for the following purposes only:
  - (i) Length of service for Annual and Supplementary Vacation entitlement;
  - (ii) Length of service as eligibility for medical, dental, group life, pension and sick leave coverage, retirement pay benefits and bereavement leave.

16. DISCIPLINE, GRIEVANCE, ARBITRATION

16.1 Discipline

- (a) The City shall within three (3) working days confirm in writing with particulars to an employee any discipline, suspension or discharge with a copy to the Union and the employee's personnel file.
- (b) In the event a supervisor requires an employee to attend a meeting where discipline may be imposed, the employee shall be notified in advance to allow the attendance of an authorized Union representative.
- (c) The City agrees that no documentation from an employee's personnel file will be introduced at arbitration unless such documentation has been previously supplied to the employee.

16.2 Grievance

- (a) During the term of this Agreement, any difference concerning the dismissal, discipline or suspension of an employee or the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, shall without stoppage of work, be the subject of collective bargaining between the Union and the City and shall be finally and conclusively settled under and by the following grievance procedure.
- (b) Grievance Procedure

Step 1

The aggrieved employee and authorized Union representative, shall within thirty (30) days from such date as a difference arises reduce the grievance to writing with full particulars, and shall seek to settle the dispute with the employee's supervisor or Department Head. The supervisor or Department Head shall have five (5) working days to settle the grievance.

Step 2

Failing settlement being reached in Step 1, the Union or the City shall submit the grievance to a Joint Grievance Committee. Such committee shall be appointed within five (5) working days failing settlement being reached in Step 1. The Joint Grievance Committee shall consist of two (2) members appointed by the City and two (2) members appointed by the Union. This committee shall have ten (10) working days in which to render a decision.

Step 3

Failing settlement being reached in Step 2, the Union will within five (5) working days submit the written grievance to the Administrator or designate who shall render a decision within five (5) working days after receipt of the grievance.

Step 4

Failing a settlement in Step 3, either party may refer the dispute to arbitration within ten (10) calendar days.

- (c) Policy Grievance - where a dispute involving a question of general application or interpretation occurs, it shall be submitted to the Joint Grievance Committee prior to being submitted to the City Manager.
- (d) All replies to grievances shall be in writing stating reasons, at all stages of the grievance.
- (e) If the grievor, the Union or City, fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

16.3 Arbitration

- (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 (2) 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 City 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 (2) 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.
- (d) Each party shall bear the fees and expenses of its nominee to an Arbitration Board and each party shall bear equally the fees and expenses of the Chairperson.
- (e) The majority decision of the Arbitration Board shall be final and binding on both parties.
- (f) The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.

17. TECHNOLOGICAL CHANGE

During the term of this Agreement, any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement.

Where the City introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of employees to whom this Agreement applies; and
- (b) alters significantly the basis upon which the Agreement was negotiated, either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Article 16 of this Agreement, by-passing all other steps in the grievance procedure.

The Arbitration Board shall decide whether or not the City has introduced, or intends to introduce a technological change, and upon deciding that the City has or intends to introduce a technological change, the arbitration board:

- (a) shall inform the Minister of Labour of its findings, and
- (b) may then or later make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of the Agreement unless the change alters significantly the basis upon which the Agreement was negotiated;
  - (ii) that the City will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - (iii) that the City reinstate any employee displaced by reason of the technological change;
  - (iv) that the City pay to that employee such compensation in respect to the displacement as the Arbitration Board considers reasonable.

The City will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of employees to whom this Agreement applies, and
- (b) alters significantly the basis upon which this Agreement was negotiated.

## 18. GENERAL PROVISIONS

### 18.1 Changes Affecting the Agreement

#### Contracting:

The City agrees that any reports or recommendations made to Council dealing with matters covered by this Agreement including recommendations for changes in method of operation that may affect wage rates, work loads or reduction of employment will be communicated to the

Union at such interval before they are dealt with by Council as to afford the Union reasonable opportunity to consider them and make representations to Council concerning them and further that if employees are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the City.

#### 18.2 Joint Labour-Management Committee

A Joint Labour-Management Committee shall be set up comprised of four (4) representatives of the City to be appointed by the City Manager and four (4) representatives to be appointed by the Union. The purpose of the said Committee will be to meet and discuss miscellaneous matters related to conditions of employment, as required by either party.

#### 18.3 Working Conditions

- (a) In the event of discussions being considered necessary by either party during the term of this Agreement, relating to hours of work, or other working conditions, it is agreed that either party shall meet the other party in order to carry out such discussions as soon as possible and, in any event, not later than thirty (30) days from the date of the written request by one party to an officer of the other party.
- (b) For the purpose of this Article, it is mutually agreed between the parties hereto that the representatives appointed by each side shall not exceed five (5) members per side present at any meeting.
- (c) Any negotiations for the renewal or revision of this Agreement shall be conducted by representatives appointed by each side who shall not exceed five (5) representatives per side.
- (d) The Union agrees that none of its members shall transact any of its business or any Union business during working hours, except the Union President and Secretary, who may from time to time meet with the Director of Human Resources to transact business relating to Union members and the Agreement and with the exception of Subsections (a), (b) and (c) above.

For the purpose of this Article, the City agrees that any officers or members of the Union who may be requested to be in attendance at any such meeting shall do so without loss of salary, wages or other benefits.

#### 18.4 Tool Insurance and Allowance for Mechanics

- (a) The City shall provide insurance coverage on personal tools used by Mechanics in the performance of their duties to a maximum of ten thousand dollars (\$10,000.00) per employee in the event of loss due to fire or theft.  
To be eligible for the insurance coverage, each affected employee shall, on an annual basis, provide the City with a list of tools that are retained at the workplace.
- (b) Subject to an annual non-accumulative limit of one hundred and fifty dollars (\$150.00) per affected employee, the City shall reimburse Mechanics who are required to use their

personal tools in the performance of their duties, for the replacement of broken (where not covered by warranty) or misplaced tools or for the purchase of new tools.

- (c) Subject to a full complement of mechanic tools, the City shall provide a tool rental fee for Trades 2 – Mechanics, one hundred and sixty dollars (\$160) per pay period.

#### 18.5 Car Mileage

An employee required to use their vehicle for work will be paid a mileage allowance in accordance with the Canada Revenue Agency guidelines.

#### 18.6 Occupational Health and Safety

The Union and the City agree that safety is of the utmost concern. An Occupational Health and Safety Committee shall be established consisting of Employer appointed and Union appointed representatives as regulated by the Workers Compensation Act. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the City Manager. 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 and vest. Employees who receive these items in their current classifications will be excluded from that clothing benefit.

#### 18.7 Eating and Sanitary Facilities

Where eating and sanitary facilities are not available, the City will endeavour to arrange outside crews in such manner to ensure those personnel will be provided with transportation to eating and sanitary facilities as may be required.

#### 18.8 Employees' Responsibility to Employer's Property

It shall be the responsibility of each and every employee to take reasonable precautions to preserve all records, machines and equipment under the employee's care, except in the case of fire or theft.

#### 18.9 Time Cards

Employees may be required to complete their own time cards and submit same to their respective supervisors. The supervisor shall be responsible for completing the time card for an absent employee. Employees are to be notified on the following working day of changes made to their time cards.

#### 18.10 Pay Days

All employees shall be paid every second Friday.

#### 18.11 Clothing

- (a) The parties agree that all items dealing with clothing be referred to the Labour-Management Committee.



- (b) The City agrees to continue supplying protective clothing as contained in Schedule "E", which is annexed to and which forms a part of this Agreement.

#### 18.12 Information

The City agrees to provide the Union with:

- (a) On a quarterly basis, a list or lists showing

- classifications
- seniority dates
- addresses

such list will be provided on the first day of February, May, August and November of each year and will reflect the dates or changes up to the first day of the respective previous month.

- (b) on a monthly basis provide the Union with a current list of sick leave entitlement, new hires and terminations.
- (c) in January of each year provide the totals of dues and initiation fees deducted from all employees, to the Union.

#### 18.13 New Employees

The City agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

#### 18.14 Copies of Agreement

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Steward or Representative. The Steward or Representative will provide the employee with a copy of the Agreement.

#### 18.15 Sexual Harassment

The City and the Union agree that sexual harassment shall not be tolerated in the work place.

### 19. WAGES AND SALARIES

#### 19.1 General Pay Increases

- (a) Effective 2021 January 01, all hourly rates of pay which were in effect on 2020 December 31 shall be increased by two (2.0%). The new hourly rates shall be rounded to the nearest whole cent.

- (b) Effective 2022 January 01, all hourly rates of pay which were in effect on 2021 December 31 shall be increased by two (2.0%). The new hourly rates shall be rounded to the nearest whole cent.

#### 19.2 Schedule of Wages and Salaries

The schedule of wages and salaries for all employees of the City, covered by this Agreement, shall be in accordance with Schedules "A", "B", and "C", which are annexed to and which form a part of this Agreement.

#### 19.3 Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedules "A", "B" and "C" shall be the basis for application of any general salary increases. The formula for converting the hourly rates to bi-weekly and monthly rates is as follows:

$$\begin{array}{rclcl} \text{hourly} & \times & \text{bi-weekly} & = & \text{bi-weekly rate (taken} \\ \text{rate} & & \text{hours} & & \text{to 2 decimal places)} \end{array}$$

$$\begin{array}{rclcl} \frac{\text{bi-weekly rate} \times 26.089}{12} & = & \text{monthly rate (taken to} \\ & & \text{the nearest dollar);} \end{array}$$

#### 19.4 4-Year Term Apprentices

Wage differentials shall be based upon the hourly wage rate for Tradesman II as follows, subject to the understanding that the rate for Labourer I shall constitute the minimum amount payable:

- 1st 6 months - 70%
- 2nd 6 months - 72.5%
- 3rd 6 months - 75%
- 4th 6 months - 77.5%
- 5th 6 months - 80%
- 6th 6 months - 82.5%
- 7th 6 months - 85%
- 8th 6 months - 90%

20. MISCELLANEOUS MATTERS

It is agreed between the parties hereto that Schedules "A", "B", "C", "D", "E", "F" and Appendix "A", "G", "H", the Letters of Understanding, and the Addendum re Supplementary Vacation which are annexed hereto, shall form a part of this Agreement.

IN WITNESS WHEREOF the City has caused these presents to be sealed with its Corporate Seal and signed by its proper officials on its behalf, and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf as of the day and year first above written.

DATED at Delta, British Columbia \_\_\_\_\_.

CITY OF DELTA:

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 454 OF DELTA:

George Harvie

John Gibson

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
PRESIDENT

Robyn Anderson

Nick Angrignon

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
SECRETARY

SCHEDULE "A"CLASSES OF POSITIONSINSIDE

<u>Notes</u>	<u>Class Title</u>	<u>Weekly Hours</u>	<u>Pay Grade</u>
	Accounting Clerk 1	35	17
	Accounting Clerk 2	35	19
	Accounting Clerk 3	35	21
g	Administrative Assistant	35	17
	Administrative Services Supervisor	40	25
	Agenda Clerk	35	16
e	Animal Control Officer	40	18
e	Animal Shelter Attendant	35	15
e	Animal Health Technologist	40	17
	Animal Shelter Supervisor	35	23
	Application Centre Clerk	35	17
	Application Centre Technician	35	19
	Aquatic Centre Supervisor	40	21
d	Aquatic Leader	35	18
	Aquatic Programmer	40	19
e	Archivist	35	23
	Assistant Aquatic Leader	35	15
	Assistant Environmental Control Officer	35	25
	Assistant Fitness Programmer	40	14
	Assistant City Clerk	35	22
	Building Inspector	35	27
	Building Maintenance Worker	40	19
	Building Services Worker	40	13
	Business License Clerk	35	15
	Business Systems Analyst	35	28
	Buyer 1	40	22
	Buyer 2	40	24
e	By-Law Inspector	35	21
	Cartographer	35	22
	Cashier/Receptionist	40	12
	Clerk 2	35	13
	Clerk 3	35	17
	Clerk – Animal Shelter	35	13
	Clerk – Community Services	35	16
	Clerk – Engineering Operations	35	15
	Clerk – Finance	35	15

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Class Title</u>	<u>Weekly Hours</u>	<u>Pay Grade</u>
	Clerk – Parks and Recreation	35	15
	Clerk – Purchasing	35	15
a	Clerk Typist 1	35	10
	Clerk Typist 2	35	13
	Clerk Typist 3	35	15
	Clerk Typist – Bylaw	35	15
	Collection Assistant	40	17
	Commission Clerk	35	16
e	Committee Clerk	35	18
e	Committee Clerk 2	35	19
	Communications Assistant	35	19
	Communications Coordinator	35	21
e	Communications Liaison	40	20
	Community Energy Specialist	35	25
	Construction Site Officer	35	23
	Coordinator – Community Recreation	40	23
	Corporate Records Clerk	35	15
	Cultural Services Coordinator	40	21
e	Curator	35	22
	Curatorial Assistant	35	16
	Custodian Attendant	40	14.5
	Database Administrator	35	30
	Design Draftsperson	35	23
	Digital Content Coordinator	35	19
	Draftsperson	35	21
e	Education Coordinator	35	19
	Electrical Technologist	40	26
	Engineering Assistant 1	35	12
	Engineering Assistant 2	35	17
	Engineering Inspector	35	24
	Engineering Policy & Research Analyst	35	28
	Engineering Programs Coordinator	35	25
	Engineering Project Technologist	35	27
	Engineering Technician 2	35	25
	Engineering Technician – Drains and Sewers	35	23
	Engineering Technologist – Development	35	26
	Engineering Technologist 2 – Development	35	27
	Environmental Control Technician	35	23
	Environmental Officer	35	25
	Facility Complex Supervisor	40	19

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Class Title</u>	<u>Weekly Hours</u>	<u>Pay Grade</u>
	Facility Operations Supervisor	40	23
	Facility Shift Supervisor	40	16
	Film Liaison Clerk	35	17
e	Fitness Coordinator	35	21
	Fitness/Wellness Programmer	40	18
	Garage Service Technician	40	19
	GIS Coordinator	35	28
	Graphics Technician	35	19
	Graphics Technician Assistant	35	17
	Icemaker-Maintenance Worker 1	40	13.5
	Icemaker-Maintenance Worker 2	40	14.5
	Icemaker-Maintenance Worker 3	40	17.5
	Inspection Services Clerk	35	15
	Internal Auditor	35	29
	Lifeguard Instructor 2	40	13
	Mapping Technician 1	35	21
	Municipal Accountant	35	27
	Network Administrator	35	28
	Occupational First Aid Clerk	40	17
	Office Supervisor - Recreation Centre	35	19
	Park Planner	40	28
	Payroll Supervisor	35	24
	Plan Checker	35	24
	Planner 1	35	28
	Planner 2	35	30
	Planner 3	35	33
	Planning Assistant 1	35	17
	Planning Assistant 2	35	21
	Planning Technician	35	25
	Planning Technician 2	35	26
	Plans Examiner	35	23
	Plumbing Inspector	35	27
	Pool Maintenance Worker	40	19
	Processing Clerk 1 – Engineering	35	15
	Processing Clerk 2 – Engineering	35	17
	Programmer Analyst 1	35	24
	Programmer for Volunteers & People with Disabilities	40	20

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Class Title</u>	<u>Weekly Hours</u>	<u>Pay Grade</u>
	Project Coordinator	35	26
	Property Use and Compliance Supervisor	35	28
	Purchasing Supervisor	40	27
	Records Management System Coordinator	35	19
	Records Management Coordinator	35	21
	Recreation Attendant 2	40	12
	Recreation Facility Supervisor	40	23
	Recreation Program Coordinator	40	20
	Recreation Programmer	40	18
	Risk Management Officer	35	28
	Senior Animal Control Officer	40	20
	Senior Building Inspector	35	28
	Senior Bylaw Inspector	35	25
e	Seniors' Community Services Supervisor	40	22
	Senior Environmental Officer	35	28
	Senior Plan Checker	35	25
	Senior Plans Examiner	35	26
	Seniors' Centre Coordinator	35	20
	Special Events Programmer	40	18
	Special Projects Analyst	35	25
	Storekeeper 1	40	16
	Storekeeper – Buyer	40	19
	Stores Supervisor/Buyer 2	40	23
	Supervisor Survey Technologist	35	25
	Survey Assistant	35	15
	Survey Technician 1	35	20
	Survey Technician 2	35	22
	System Administrator	35	28
	Systems Analyst	35	26
	Technical Support Specialist	35	23
	Telephone Operator/Receptionist	35	13
	Theatre Technician I	40	17
	Theatre Technician II	40	19
	Traffic Technician	35	22
	Urban Environment Designer	35	25
	User Support Clerk	35	16
e	User Support Specialist	35	21
d	Volunteer and Customer Service Coordinator	35	20

SCHEDULE "A" (cont'd)

<u>Notes</u>	<u>Class Title</u>	<u>Weekly Hours</u>	<u>Pay Grade</u>
f	Weight Room Attendant	40	13
	Work Control Technician	40	23

NOTES:

- (a) six (6) month increments
- (c) employees work a forty (40) hour work week.
- (d) employees may be scheduled to work a forty (40) hour work week at the discretion of the City.
- (e) employees work a non-standard work week
- (f) not subject to inside acting minimum
- (g) the classification of "Administrative Assistant" has been negotiated out of the bargaining unit. All references to this classification will be removed from the Agreement as soon as both incumbents of the classification ("Edlund" and "Lageweg") are no longer employees of the City.

Where employees have a normal workweek that is different than thirty-five (35) hours per week, they shall be paid their hourly rate multiplied by the number of hours worked.

Classes that have been abolished, established, reclassified and/or revalued subsequent to 2012 January 01 are only effective up to or from the date such change occurred.



SCHEDULE "A" (cont'd)PAY RATES

Key: A = 2021 January 01 – December 31  
 B = 2022 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
7	A	19.29	20.05	20.85	21.69	22.53
	B	19.68	20.45	21.27	22.12	22.98
8	A	20.05	20.85	21.69	22.53	23.39
	B	20.45	21.27	22.12	22.98	23.86
9	A	20.85	21.69	22.53	23.39	24.39
	B	21.27	22.12	22.98	23.86	24.88
10	A	21.69	22.53	23.39	24.39	25.35
	B	22.12	22.98	23.86	24.88	25.86
11	A	22.53	23.39	24.39	25.35	26.34
	B	22.98	23.86	24.88	25.86	26.87
12	A	23.39	24.39	25.35	26.34	27.43
	B	23.86	24.88	25.86	26.87	27.98

SCHEDULE "A" (cont'd)

Key: A = 2021 January 01 – December 31  
 B = 2022 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
12.5	A	23.79	24.72	25.78	26.86	27.85
	B	24.27	25.21	26.30	27.40	28.41
13	A	24.39	25.35	26.34	27.43	28.56
	B	24.88	25.86	26.87	27.98	29.13
13.5	A	24.72	25.78	26.86	27.85	29.05
	B	25.21	26.30	27.40	28.41	29.63
14	A	25.35	26.34	27.43	28.56	29.70
	B	25.86	26.87	27.98	29.13	30.29
14.5	A	25.78	26.86	27.85	29.05	30.25
	B	26.30	27.40	28.41	29.63	30.86
15	A	26.34	27.43	28.56	29.70	30.94
	B	26.87	27.98	29.13	30.29	31.56

## SCHEDULE "A" (cont'd)

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Key: A = 2021 January 01 – December 31  
 B = 2022 January 01 – December 31

Pay Grade	Effective Date	Steps:*				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
16	A	27.43	28.56	29.70	30.94	32.23
	B	27.98	29.13	30.29	31.56	32.87
16.5	A	27.85	29.05	30.25	31.49	32.78
	B	28.41	29.63	30.86	32.12	33.44
17	A	28.56	29.70	30.94	32.23	33.56
	B	29.13	30.29	31.56	32.87	34.23
17.5	A	29.05	30.25	31.49	32.78	34.14
	B	29.63	30.86	32.12	33.44	34.82
18	A	29.70	30.94	32.23	33.56	34.96
	B	30.29	31.56	32.87	34.23	35.66
19	A	30.94	32.23	33.56	34.96	36.39
	B	31.56	32.87	34.23	35.66	37.12

## SCHEDULE "A" (cont'd)

Key: A = 2021 January 01 – December 31  
 B = 2022 January 01 – December 31

Pay Grade	Effective Date	Steps:*				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
20	A	32.23	33.56	34.96	36.39	37.92
	B	32.87	34.23	35.66	37.12	38.68
20.5	A	32.78	34.14	35.60	37.08	38.58
	B	33.44	34.82	36.31	37.82	39.35
21	A	33.56	34.96	36.39	37.92	39.50
	B	34.23	35.66	37.12	38.68	40.29
22	A	34.96	36.39	37.92	39.50	41.16
	B	35.66	37.12	38.68	40.29	41.98
23	A	36.39	37.92	39.50	41.16	42.96
	B	37.12	38.68	40.29	41.98	43.82
24	A	37.92	39.50	41.16	42.96	44.78
	B	38.68	40.29	41.98	43.82	45.68

## SCHEDULE "A" (cont'd)

Key: A = 2021 January 01 – December 31  
 B = 2022 January 01 – December 31

Pay Grade	Effective Date	Steps:*				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
25	A	39.50	41.16	42.96	44.78	46.64
	B	40.29	41.98	43.82	45.68	47.57
26	A	41.16	42.96	44.78	46.64	48.64
	B	41.98	43.82	45.68	47.57	49.61
27	A	42.96	44.78	46.64	48.64	50.76
	B	43.82	45.68	47.57	49.61	51.78
28	A	44.78	46.64	48.64	50.76	52.91
	B	45.68	47.57	49.61	51.78	53.97
29	A	46.64	48.64	50.76	52.91	55.15
	B	47.57	49.61	51.78	53.97	56.25
30	A	48.64	50.76	52.91	55.15	57.59
	B	49.61	51.78	53.97	56.25	58.74

SCHEDULE "A" (cont'd)

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Key: A = 2021 January 01 – December 31  
 B = 2022 January 01 – December 31

<u>Pay Grade</u>	<u>Effective Date</u>	<u>Steps:*</u>				
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
31	A	50.76	52.91	55.15	57.59	60.03
	B	51.78	53.97	56.25	58.74	61.23
32	A	52.91	55.15	57.59	60.03	62.64
	B	53.97	56.25	58.74	61.23	63.89
33	A	55.15	57.59	60.03	62.64	65.35
	B	56.25	58.74	61.23	63.89	66.66

NOTES:

\* Except as otherwise noted above, eligibility for advancement from one step (increment) to the next is as follows:

Pay Grade 9 to 14: six (6) month eligibility to move from step 1 to 2 and step 2 to 3; thereafter twelve (12) month eligibility;

Pay Grade 15: six (6) month eligibility to move from step 1 to 2; thereafter twelve (12) month eligibility;

Pay Grade 16 and above: twelve (12) month eligibility.

SCHEDULE "B"CLASSES OF POSITIONSOUTSIDE

Key: A = 2021 January 01 – December 31  
 B = 2022 January 01 – December 31

<u>Classification</u>	<u>RRL</u>	<u>Effec. Date</u>	<u>Hourly Rate</u>
Cemeterian	119	A	32.06
		B	32.70
Electronic – Electrical Technician	TO1	A	42.33
		B	43.18
Electrical/SCADA Technician	T213	A	45.11-46.56-47.84
		B	46.01-47.49-48.80
Equipment Operator 1	112	A	30.94
		B	31.56
Equipment Operator 2	117	A	31.70
		B	32.33

SCHEDULE "B" (cont'd)

Equipment Operator 3	119	A	32.06
		B	32.70
Equipment Operator 4	122	A	32.52
		B	33.17
Equipment Operator 4A	128	A	33.71
		B	34.38
Equipment Operator 4B	131	A	34.45
		B	35.14
Equipment Operator 5	135	A	35.69
		B	36.40
Field Arborist	534	A	38.42
		B	39.19
Foreman 1	212	A	37.81-38.96-40.25
		B	38.57-39.74-41.06



SCHEDULE "B" (cont'd)

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Foreman 2**	213	A	40.25-41.62-42.92
		B	41.06-42.45-43.78
Foreman – Garage**	Z02	A	40.87-42.22-43.52
		B	41.69-43.06-44.39
Formsetter – Concrete Finisher	123	A	32.77
		B	33.43
Groundskeeper – Fields	126T	A	36.08
		B	36.80
Irrigation Systems Technician	130T	A	37.20
		B	37.94
Labourer 1	106	A	29.40
		B	29.99
Labourer 2	107	A	29.71
		B	30.30

SCHEDULE "B" (cont'd)

Leadhand – Asphalt Crew	119	A	32.06
		B	32.70
Leadhand – Garage	538	A	40.42
		B	41.23
Operations Service Worker 3	108	A	30.21
		B	30.81
Parks Attendant	111	A	30.71
		B	31.32
Parks Worker	113	A	31.15
		B	31.77
Pipefitter-Layer	117	A	31.70
		B	32.33
Sign Maintenance Worker	112	A	30.94
		B	31.56

SCHEDULE "B" (cont'd)

Small Equipment Serviceworker	115	A	31.45
		B	32.08
Sub-Foreman – CCTV Inspections	126	A	33.36
		B	34.03
Sub-Foreman – Engineering Operations (M/F)	129	A	33.92
		B	34.60
Sub-Foreman – Public Works (M/F)	123	A	32.77
		B	33.43
Trades 1 – Carpenter	126T	A	36.08
		B	36.80
Trades 1 – Gardener	126T	A	36.08
		B	36.80
Trades 1 – Mechanic	126T	A	36.08
		B	36.80

SCHEDULE "B" (cont'd)

Trades 1 – Painter	126T	A	36.08
		B	36.80
Trades 1 – Plumber	126T	A	36.08
		B	36.80
Trades 2 – Carpenter	534	A	38.42
		B	39.19
Trades 2 – Gardener	534	A	38.42
		B	39.19
Trades 2 – Mechanic	Z01	A	39.11
		B	39.89
Trades 2 – Painter	534	A	38.42
		B	39.19
Trades 2 – Plumber	534	A	38.42
		B	39.19

SCHEDULE "B" (cont'd)

Truck Driver 1	111	A B	30.71 31.32
Truck Driver 2	116	A B	31.51 32.14
Truck Driver 3	118	A B	31.88 32.52
Truck Driver 4	124	A B	32.96 33.62
Urban Forest Coordinator	134T	A B	40.46 41.27
Urban Forestry Foreman**	612	A B	40.66-41.90-43.08 41.47-42.74-43.94
Utility Equipment Operator	122	A B	32.52 33.17

SCHEDULE "B" (cont'd)

Utility Maintenance Worker	119	A	32.06
		B	32.70
Utility Worker – Construction	111	A	30.71
		B	31.32
Utility Worker – Parks	116	A	31.51
		B	32.14
Wastewater Collection Systems Operator 1	126T	A	36.08
		B	36.80
Wastewater Collection Systems Operator 2	534	A	38.42
		B	39.19
Water Meter Mechanic	534	A	38.42
		B	39.19
Water Services Worker	112	A	30.94
		B	31.56
Water Systems Operator 1	126T	A	36.08
		B	36.80

SCHEDULE "B" (cont'd)

Water Systems Operator 2	534	A	38.42
		B	39.19
Water Systems Operator 3	612	A	40.66-41.90-43.08
		B	41.47-42.74-43.94

\*\* Plus seven percent (7%) in lieu of half ( $\frac{1}{2}$ ) hour overtime per day.

SCHEDULE "C"AUXILIARY EMPLOYEES  
(40 hour work week)

Key: A = 2021 January 01 – December 31  
B = 2022 January 01 – December 31

	<u>Pay</u> <u>Grade</u>	<u>Effec.</u> <u>Date</u>	<u>Steps:</u> <u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Aquatic Staff</u>							
Lifeguard Instructor 2	13	A	24.39	25.35	26.34	27.43	28.56
		B	24.88	25.86	26.87	27.98	29.13
<u>Recreation Staff</u>							
Bus Scheduler	10	A	21.69	22.53	23.39	24.39	25.35
		B	22.12	22.98	23.86	24.88	25.86
Program Centre Supervisor	15	A	26.34	27.43	28.56	29.70	30.94
		B	26.87	27.98	29.13	30.29	31.56
Program Leader 1	11	A	22.53	23.39	24.39	25.35	26.34
		B	22.98	23.86	24.88	25.86	26.87
Program Leader 2	12	A	23.39	24.39	25.35	26.34	27.43
		B	23.86	24.88	25.86	26.87	27.98
Program Leader – Playtime Programs	15	A	26.34	27.43	28.56	29.70	30.94
		B	26.87	27.98	29.13	30.29	31.56



SCHEDULE "C" (cont'd)

Key: A = 2021 January 01 – December 31  
 B = 2022 January 01 – December 31

	<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Steps:</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Recreation Programmer	18	A	29.70	30.94	32.23	33.56	34.96
		B	30.29	31.56	32.87	34.23	35.66
Seniors Shuttle Bus Driver		A	22.89				
		B	23.35				
Weight Room Attendant	13	A	24.39	25.35	26.34	27.43	28.56
		B	24.88	25.86	26.87	27.98	29.13
<u>Recreation Centre/Arena Staff</u>							
Bartender	A01	A	20.04	20.46	20.91		
		B	20.44	20.87	21.33		
Cashier/Receptionist	12	A	23.39	24.39	25.35	26.34	27.43
		B	23.86	24.88	25.86	26.87	27.98
Concession Worker	A01	A	20.04	20.46	20.91		
		B	20.44	20.87	21.33		

SCHEDULE "C" (cont'd)

Key: A = 2021 January 01 – December 31  
 B = 2022 January 01 – December 31

	<u>Pay Grade</u>	<u>Effec. Date</u>	<u>Steps:</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Concession Worker	A02	A	22.96	23.48	24.08		
		B	23.42	23.95	24.56		
Recreation Attendant 1	7	A	19.29	20.05	20.85	21.69	22.53
		B	19.68	20.45	21.27	22.12	22.98
Recreation Attendant 2	12	A	23.39	24.39	25.35	26.34	27.43
		B	23.86	24.88	25.86	26.87	27.98

## SCHEDULE "D"

This is Schedule "D" referred to in  
Clause 20 of this Agreement

1. Access to the Regular Seniority Pool will be extended to:
  - (a) all Regular Full-Time Employees upon completion of the probationary period;
  - (b) all Temporary Full-Time Employees upon completion of the probationary period;
  - (c) all Regular Part-Time Employees upon completion of the same number of hours as are applicable to a Regular Full-Time Employee occupying a similarly classified position.
2. Upon qualifying for the Regular Seniority Pool, an employee will be credited with the full period of service or all hours worked since the employee's first day of employment in one or other of the eligible categories, i.e., Regular Full-Time, Temporary Full-Time or Regular Part-Time. For the purposes of this paragraph 2, the expressions "full period of service" and "hours worked" shall be interpreted by each individual Employer and by its respective local Union in accordance with their present agreement.
3. Access to Auxiliary Seniority Pool will be extended to all Auxiliary Employees upon the conditions set forth in paragraphs 5-19 inclusive.
4. As soon as an Auxiliary Employee has worked one thousand two hundred (1200) hours within two (2) consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list and will be deemed to possess seniority.
5. Upon gaining entry onto the Auxiliary seniority list, an employee will be credited with the number of hours worked in any class of positions, and will hold class seniority in any such class accordingly.
6. An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.
7. An employee who has gained entry onto the Auxiliary seniority list, will continue to accumulate class seniority in any class in which the employee works in accordance with the number of hours worked in a position within such class.
8. Where pay ranges exist, eligibility for advancement from one step to the next (increment) shall be based on the number of hours served by a Regular Full-Time Employee for such eligibility.
9. In the event of a layoff of Auxiliary Employees within a class (whether the layoff takes place within a program, a geographical area or across the entire bargaining unit) those employees having greatest seniority within the class shall be the last ones laid off.
10. Other than as might be provided for pursuant to the terms of paragraph 13 herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.

11. An Auxiliary Employee having class seniority, and having been laid off, must, if the employee wishes to be considered for future Auxiliary employment, elect to register with the Employer for future Auxiliary employment in which case such employee will be given preference in hiring for future vacancies within various classes on the basis of the employee's class seniority.
12. When an Auxiliary Employee who has attained class seniority, who has been laid off, and who has registered for future Auxiliary employment, also registers a desire to be taken into consideration for Auxiliary work in a class for which the employee does not possess class seniority, the employee shall be taken into consideration for appointment to a position within such new class on the basis of such employee's skills, knowledge and ability, and in any case where there is no registered applicant possessing seniority in the new class in question, and where such employee's skills, knowledge and ability are sufficient so as to render the employee qualified, then:
  - (a) if the Auxiliary Employee is the only registered and qualified applicant, the employee shall be appointed to the said position.
  - (b) if the Auxiliary Employee is one of several registered and qualified applicants, the appointment to the said position shall be based on their relative skills, knowledge and ability, and if their skills, knowledge and ability are considered to be equal, then the registered and qualified applicant possessing the greatest total Auxiliary seniority with the Employer, shall be appointed.
13. Benefits and % in Lieu for Auxiliary and Regular Part-Time Employees
  - (a)
    - (1) Commencing with their first day of employment, all Auxiliary Employees shall receive an amount equal to twelve percent (12%) of their total earnings (i.e., including overtime pay) in lieu of annual vacations, bereavement leave, public holidays, group life, medical, extended health benefits and dental coverage.
    - (2) No other benefits will be provided to Auxiliary Employees unless expressly stated in this paragraph 13.
    - (3) Those employees who have acquired Auxiliary seniority, shall become entitled to sixteen percent (16%) in lieu of benefits.
    - (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.

- (b) (1) A Regular Part-Time Employee who occupies a position with a regular schedule of core hours each week equal to or greater than twenty (20) hours shall receive the following benefits:
- (i) a payment of ten percent (10%) of regular earnings in lieu of vacation and public holiday pay;
  - (ii) 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.
  - (iii) sick leave coverage on a prorated basis (including a proration of the maximum sick leave accumulation), calculated on the same proportionate basis as the Regular Part-Time Employee's weekly schedule of core hours bears to the full-time hours for that class of positions; Regular Part-Time Employees shall qualify after the same eligibility period applicable to full-time employees except it shall be calendar months for Regular Part-Time Employees; and
  - (iv) WCB coverage on an approximate net pay basis after completion of six (6) calendar months of employment.
- (2) Where a Regular Part-Time Employee's core hours are increased such that the employee qualifies for the benefits in paragraph one (1), the employee's current service shall count towards the benefit eligibility periods.
- Where a Regular Part-Time Employee's core hours are reduced such that the employee no longer qualifies for the benefits in paragraph one (1), the benefit coverage will cease at the end of the month in which the hours are reduced and the employee shall be paid a percentage in lieu of benefits pursuant to paragraph three (3) commencing on the first of the month following the expiry of the benefit coverage.
- (3) All Regular Part-Time Employees not covered by paragraph one (1) shall be paid an amount equal to twelve percent (12%) of their regular earnings which premium payment shall be considered to be in lieu of all employee benefits, including those providing for time off with pay, provided however, that those Regular Part-Time Employees who have worked the equivalent of six (6) months shall have such pay in lieu of benefits increased to sixteen percent (16%) of their regular earnings and shall be eligible for the benefits contained in paragraph four (4) below.

- (4) Upon the completion of six (6) calendar months of employment, all Regular Part-Time Employees shall also be entitled on a prorated basis to the same Bereavement Leave and Court/Jury Duty Leave and on a full basis to the same Maternity Leave and Parental Leave to which Regular Full-Time Employees are entitled, provided that a Regular Part-Time Employee shall not be paid the ten percent (10%), twelve percent (12%), or sixteen percent (16%) of regular earnings when on unpaid leave of absence.
  - (5) No other benefits shall be provided to Regular Part-Time Employees unless expressly stated in this Article.
- (c)
- (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 a 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 times (1½X) their regular hourly rate of pay for up to eight (8) hours worked on a statutory holiday and two times (2X) 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 Year's Day (January 1<sup>st</sup>), Family Day, 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 City observes in place of a statutory holiday or public holiday.
- (d) Normal daily and weekly hours shall be deemed to be eight (8) and forty (40) respectively for all Auxiliary Employees except in the case of an Auxiliary Employee working in a position normally occupied by a Full-Time Employee whose normal hours shall be deemed to be the normal hours of the Auxiliary Employee.
- (e) For the purposes of applying overtime rates, normal daily and weekly hours for all Regular Part-Time Employees shall be deemed to be those of a Regular Full-Time Employee whose position is similarly classified.

- (f) 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.
    - (iii) In any case where an employee has already performed work on five (5) days during the week, time and one-half (1½X) for any hours worked prior to 12:00 Noon on the sixth day of work in that week, two (2) times for hours worked after 12:00 Noon on the sixth day, and two (2) times for all hours worked on the seventh day of work in that week.
  - (g) No shift differential premiums will be paid to Auxiliary Employees unless they are relieving Full-Time Employees on shifts that would otherwise carry such premiums.
14. All Temporary Full-Time Employees shall be provided with benefits on the same basis as they are provided to Regular Full-Time Employees, except where the Agreement specifies a different waiting period; no Temporary Full-Time Employee shall be entitled to coverage under the Municipal Pension Plan until the employee has been employed continuously for twelve (12) months.
15. Where Temporary Full-Time Employees are hired for a specific project and are advised at the time of being hired of the expected duration of the project, the Employer will notify the Union as soon as possible in the event circumstances subsequently arise which have the effect of terminating the project earlier than had been expected and announced.
16. Where an Auxiliary Employee is required or appointed to work in a position normally occupied by a Regular Full-Time or Temporary Full-Time Employee, the hours worked shall be accumulated and if the hours worked are less than those required to qualify the employee for access to the Regular Seniority Pool, the hours worked shall be credited toward the employee's accumulation of hours for access to the Auxiliary Seniority Pool.

## SCHEDULE "E"

This is Schedule "E" referred to in  
Article 18.11 and Article 20 of this Agreement

### PROTECTIVE CLOTHING

The City will continue to supply protective clothing as itemized in the following sub-paragraphs:

- (a) Waterworks - two (2) pairs of coveralls per week, gloves and safety toed rubber boots as required.
- (b) Public Works – one (1) pair of coveralls per week, gloves and safety toed rubber boots as required.
- (c) Garage - two (2) pairs of coveralls per week, gloves as required, one set of rain gear to be supplied in building for use by personnel involved in steam cleaning operations.
- \* (d) Blacktop Crews - two (2) pairs of coveralls per week, gloves as required.

The City agrees to issue to each of the two (2) employees who work on the asphalt crew on a year-round basis, one (1) pair of wooden clog boots, or equivalent. The City also agrees to replace such issue from time to time as required due to wear and tear. The City further agrees to maintain in its Stores two (2) additional pairs of wooden clog boots, or equivalent, for the use of the two (2) employees who may be required to relieve or supplement the regular asphalt crew from time to time.

Boots – the City will reimburse Regular Full-Time Employees who are required to wear “safety footwear” in the course of their duties as outlined by City 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 one hundred fifty dollars (\$150) every twenty four (24) months towards the purchase of safety footwear upon presentation of receipts.

- (e) Parks - gloves and coveralls as required.
- (f) Equipment Operators – one (1) pair of coveralls per week, gloves as required.
- \* (g) Aquatics (full-time personnel) - two (2) T-shirts per year, one (1) pair shorts per year, one (1) pair track pants.
- \* (h) Aquatics (Regular part-time personnel) - two (2) T-shirts per year, one (1) pair shorts per year, one (1) pair track pants to be available for use as required.

Aquatics: Regular Full-Time, Regular Part-Time, and Auxiliaries that have achieved seniority (one thousand two hundred (1200) hours in two (2) 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 City and replaced in the one (1) year period at the City's discretion.

- (i) Pool Maintenance Personnel - proper clothing as required for the handling of chemicals as determined by the Workers' Compensation Board, coveralls and gloves as required.
- (j) Pumps Personnel - proper clothing as required for the handling of chemicals as determined by the Workers' Compensation Board, two pairs coveralls, gloves as required.
- (k) Building Maintenance Worker- three (3) pairs shirts, pants and jackets per year.
- (l) Building Service Workers - gloves and City of Delta shirts with logos as required.
- (m) Arena Staff (Icemakers/Office Personnel, full-time) - one (1) pair slip-on ice shoes, one (1) pair coveralls per week, one insulated jacket as required.
- (n) General - the Safety Committee will assess the necessity for general safety equipment such as goggles, ear muffs, hard hats, etc.
- (o) Survey Crews - one surveyor's vest as required; replacements shall be issued upon the return of the worn-out vest.
- (p) Boots - the City will reimburse Regular Full-Time and Temporary Full-Time with the equivalent of twelve (12) months' full-time service who are required to wear "safety footwear" in the course of their duties as outlined by the City 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 one hundred and fifty dollars (\$150) every twenty-four (24) months towards the purchase of safety footwear upon presentation of receipts.

\* NOTE: Staff will be required to return clothing upon termination as requested and cost of clothing not returned will be deducted from employee's final pay.

SCHEDULE "F"

This is Schedule "F" referred to in  
Clause 20 of this Agreement

PART I

1977 NEGOTIATIONS

The City and the Union agree as follows:

The following are items 21 and 25 from the Memorandum of Agreement signed by the parties 1977 June 14:

21. With respect to the Union's proposal for a Compressed Work Week based on present hours, it is agreed that decisions regarding whether or not, and if so, to what extent compressed work weeks should be introduced into the operation of any of the Employers, should be made in local discussions between individual Employers and their respective Local Unions. It is agreed, however, that arrangements for the conversion of fringe benefits from a five (5) day week basis to a four (4) day week basis or to a nine (9) day fortnight basis shall be made in accordance with one or other of the standard formulas the details of which are set forth in Appendix "A" which is attached to this Schedule "F".

It is expressly agreed that the various formulas which are to be included within all new Agreements, are to be based upon the principle that any adjustment from a five (5) day week is to be accomplished with neither any additional salary or benefit cost to the Employers nor any reduction in the salaries or benefits received by their employees.

APPENDIX "A"

This is Appendix "A" referred to in  
paragraph 21 of Schedule "F", Part I

Principles Governing the Conversion of Employee Fringe Benefits in Cases  
of Introduction or Renewal of Compressed Work Weeks

In the event that any of the parties to this Memorandum of Agreement decide in local discussions to extend the existing conversion of, or to convert the work week of the employees staffing the whole or a part of an Employer's operations, from five (5) working days to four (4) working days per week or to nine (9) working days per fortnight, it has been agreed that such employees' fringe benefits shall be converted as follows:

1. Basic annual working hours shall be calculated as 260.89 x daily working hours as per the five (5) day week; e.g.,  $260.89 \times 7 = 1826\frac{1}{4}$ , or  $260.89 \times 7.5 = 1956.675$ .
2. Basic annual public holiday hours shall be calculated as 11 x daily hours as per the five (5) day week; e.g.,  $11 \times 7 = 77$ , or  $11 \times 7.5 = 82.5$ .
3. Account shall be taken of the difference in basic annual rest period allowances; e.g., 52.178 weeks x 5 days x 20 minutes (=86.96 hours) in the case of the standard five (5) day week; 52.178 x 4 x 20 minutes (=69.57 hours) in the case of the four (4) day week; and 52.178 x 4.5 x 20 minutes (= 78.27 hours) in the case of the nine (9) day fortnight.
4. Employees shall have at least two (2) of their days off in any week consecutive, and such days off shall for purposes of Overtime pay be deemed to be the "first scheduled rest day" and the "second scheduled rest day". Pay for any work on the third day off in any week shall be in accordance with normal daily overtime rates.
5. For the purpose of Overtime pay on scheduled working days, normal daily working hours and the normal work week shall be considered to be those lengths of time established by the parties pursuant to paragraph 8 herein.
6. Annual Vacation entitlement and all credits for Deferred Vacation, Sick Leave benefits and Gratuity benefits shall be converted from working days to working hours by multiplying the number of days to an employee's credit by the daily working hours as per the previous five (5) day week. All deductions or debits shall be made on the basis that each working day of absence shall be measured as the length of time established by the parties pursuant to paragraph 8 herein.
7. Notwithstanding any clause in a Collective Agreement to the contrary, an employee shall not receive pay for acting senior capacity where the employee has been temporarily required to

APPENDIX "A" (cont'd)

accept the responsibilities and carry out the duties of a senior position because of the absence of the incumbent of that senior position due to the compressed work week.

8. 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 remain the same under the compressed work week as they were under the standard work week.

The parties will be free to decide how to deal with the matter of public holidays in accordance with one or other of the three following ways, and their decisions will determine automatically the lengths of the compressed work day and work week:

- (a) Revert to a standard five (5) day week in any week when a public holiday occurs;
  - (b) Change days off during any week when a public holiday occurs in order that each employee will work on four (4) days in every week of the year with the sole exception being when Christmas Day and Boxing Day are observed in the same week in which case each employee will work three (3) days in that week and five (5) days in the immediately preceding week;
  - (c) Have a compressed work day off with pay for each public holiday, and owe the Employer the difference in hours between the length of the compressed work days and the length of the employee's former standard work day.
9. Whenever any doubt arises as to how the fringe benefit conversion should be made with respect to any item (whether or not covered by this Appendix "A"), the doubt shall be resolved by reference to the basic principle agreed upon by all parties to this Memorandum, i.e., there shall be no additional salary or benefit cost to the Employer, and no reduction in the salaries or benefits received by the employees.

PART II2012-2015 NEGOTIATIONS

The following is item 15 of the Memorandum of Agreement dated 2012 December 19:

15. Committees

The Employer agrees to establish the following four person (two (2) parties per side) Committee:

- (d) The Employer is willing to meet with the Union twice yearly to discuss Attendance Management concerns. Those concerns are to be discussed with the City Manager.

SCHEDULE "G"

This is Schedule "G" referred to in  
Clause 20 of this Agreement

EMPLOYMENT STANDARDS ACT PRINCIPLES

The parties agree that the following principles are implicit in and form part of the terms of the Collective Agreement:

- (1) That, except where a provision in the Agreement or a currently accepted practice specifically contemplates otherwise, (for example, the Overtime, Callout and non-standard work week provisions) employees shall have not less than eight (8) consecutive hours free from work between each shift worked and not less than thirty-two (32) consecutive hours free from work between each week. Where an employee is required to work within the eight (8) or thirty-two (32) hour free period, the time worked during the work free period shall be subject to the appropriate overtime provisions.
- (2) That where an employee works a split shift, the shift shall be completed within twelve (12) hours of commencing such shift.
- (3) The eating period provided under the "Hours of Work" provision of the Agreement shall be scheduled so as to prevent an employee from working more than five (5) consecutive hours without an eating period. Regular Part-Time and Auxiliary Employees shall not work more than five (5) consecutive hours without an unpaid eating period.

SCHEDULE "H"**A. Nine (9)Day Fortnight**1. Application

The Nine (9) Day Fortnight shall apply to all employees working a thirty-five (35) hour workweek at the Municipal Hall, the Works Yard and No. 1 Fire Hall. In addition, the following classes are currently working a Nine (9)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 – Recreation Centre, Special Needs Programmer; and Building Maintenance Worker.

2. Work Schedule

- (a) The working hours will be 8:30 a.m. to 4:45 p.m., with a one-half (½) hour lunch break, except for Thursdays which will be 8:30 a.m. to 8:00 p.m.
- (b) For those employees working a thirty-five (35) hour week, the compressed work week schedule will consist of eight (8) days of seven and three quarter (7¾) hours and one (1) day of eight (8) hours, all exclusive of a one-half (½) hour meal period. Employee's time cards are to document hours of work of seven and three quarter (7¾) hours for eight (8) days and eight (8) hours for one day during the Nine(9) Day Fortnight period. (For example, from 8:30 a.m. to 4:45 p.m. for 8 days and 8:30 a.m. to 5:00 p.m. for one day during the Nine (9) Day Fortnight period.)
- (c) Employees shall have three consecutive days off in every ten (10) 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 accommodated subject to the Employer's ability to provide the necessary service and meet operational requirements.
- (d) 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 eight (8) hours in length during a Nine (9) Day Fortnight period.
- (e) 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 11:30 a.m. or 11:45 a.m., depending if it is the employee's designated eight (8) hour or seven and three quarter (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:

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 Agreement, the regular work day will be as provided for in this Schedule.

#### **Four (4) Day – Ten (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.



SCHEDULE "H" (cont'd)

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.

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")

**HOURS OF WORK**

Where the Employer wishes to change the hours of work (which includes work week), of an employee or a position, in a manner not already provided for within the terms of the Collective Agreement or as otherwise agreed by the parties, the following shall apply:

1. The Employer shall provide the Union with no less than thirty (30) calendar days' written notice of the intended change, the names of the position(s) and incumbent(s) impacted, the reason(s) for the change and duration, and provide an opportunity to meet within the thirty (30) days of the Union receiving the written notification in order to discuss the proposed change(s).
2. The Union will provide a written response within thirty (30) calendar days of the meeting which shall include primary reasons for withholding their consent.
3. Where there is no mutual agreement, the matter may be referred within twenty (20) calendar days of receiving the Union's response to an Hours of Work Umpire who shall convene a hearing for a final and binding decision at any time, but no later than twenty (20) calendar days from the date the Employer referred the matter to the Umpire. No change to the hours of work shall be implemented until such time as the Umpire has reached a decision and notified both parties in writing. It shall be the Employer's responsibility for establishing the rationale for the change in hours of work.
4. The cost of the Umpire, the cost of meeting room, and leave without loss of pay for up to three (3) employees to attend the hearing shall be borne by the Employer.
5. The Hours of Work Umpire shall evaluate whether the Union has been unreasonable in denying the Employer's request after considering the Employer's rationale for the proposal, the impact on the personal and family needs of any affected incumbent(s), and the Union's rationale for denying the request.
6. Decisions of the Umpire shall not be precedent setting and shall be made within fourteen (14) calendar days of the matter being heard.
7. Employees who are affected by an hours of work change under this Letter of Understanding shall be offered the amended work shifts on the basis of seniority (high to low) provided they are

LETTER OF UNDERSTANDING – HOURS OF WORK (cont'd)

qualified to perform the work. In the event there are insufficient employees who agree to accept the work shifts, the Employer shall assign the work in reverse order of seniority (low to high) to employees qualified to perform the work.

8. The parties agree that the Shift Premium provision applies seven (7) days a week.
9. The Employer and the Union agree that procedures under this Letter of Understanding do not relate to a "difference" within the meaning of Section 104(1) of the Labour Relations Code.

SIGNED this 31st day of March, 1995.

ON BEHALF OF THE EMPLOYER:

"D.B. Watkins"

---

"Malcolm Graham"

---

ON BEHALF OF THE UNION:

"J. Badali"

---

"Neil M. Bradbury"

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LETTER OF UNDERSTANDING

between the

CORPORATION OF DELTA  
(the "Employer")

and the

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

**EMPLOYMENT PRACTICES**

Effective 1998 July 16, the Employer and Union agree as follows:

A. **Recruitment Practice for the Outside Workforce and Inside Employees below Pay Grade 23**

1. A current employee(s) may apply for any posted Regular Full-Time, Temporary Full-Time or Regular Part-Time position.
2. Applications from current employees shall be considered as follows:
  - (a) First consideration shall be given to qualified employees and where no qualified employee is available, then,
  - (b) Consideration shall be given to qualified external applicants.

Note this provision A does not apply to classifications covered by Schedule "A" at Pay Grade 23 and above.

B. **Returning to Former Auxiliary Employment from Temporary Full-Time Work**

An Auxiliary who possesses seniority at the time of the appointment to a Temporary Full-Time position and who has registered for future Auxiliary employment at that time shall upon completion of the Temporary Full-Time assignment be considered for assignment of future Auxiliary hours of work.

LETTER OF UNDERSTANDING - EMPLOYMENT PRACTICES (cont'd)

SIGNED ON BEHALF OF THE EMPLOYER:

SIGNED ON BEHALF OF THE UNION:

\_\_\_\_\_  
"P.W. Steblin"

\_\_\_\_\_  
"J. Badali"

\_\_\_\_\_  
"J.C. Lambie"

\_\_\_\_\_  
"D.K. Robison"

DATED July 5, 1998

ADDENDUM

## THE CITY OF DELTA

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION  
ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2013 TO 2022 BY YEAR HIRED

Year Hired	ENTITLEMENT YEAR									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
2021	--	--	--	--	--	--	--	--	--	15/-
2020	--	--	--	--	--	--	--	--	15/-	15/-
2019	--	--	--	--	--	--	--	15/-	15/-	15/-
2018	--	--	--	--	--	--	15/-	15/-	15/-	15/-
2017	--	--	--	--	--	15/-	15/-	15/-	15/-	15/-
2016	--	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-
2015	--	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-
2014	--	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-
2013	--	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-
2012	15/-	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5
2011	15/-	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-
2010	15/-	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-
2009	15/-	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-
2008	15/-	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-
2007	15/-	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5
2006	20/-	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-
2005	20/-	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-
2004	20/-	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-
2003	20/5	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-
2002	20/-	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5
2001	20/-	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-
2000	20/-	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-
1999	20/-	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-
1998	25/5	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-
1997	25/-	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5
1996	25/-	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-
1995	25/-	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-
1994	25/-	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-
1993	25/5	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1992	25/-	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1991	25/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1990	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1989	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1988	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-
1987	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5
1986	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-
1985	30/-	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-
1984	30/-	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-
1983	30/5	30/-	30/-	30/-	30/-	30/5	30/-	30/-	30/-	30/-

In the table the figure to the left of the oblique stroke shows the number of working days\* of regular annual vacation.

The figure to the right of the oblique stroke shows the number of working days of supplementary vacation, and appears in the calendar year in which they are credited to an employee. These supplementary vacation days may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next five (5) days are credited.

Example:

An employee hired in 2002 is in their 11th calendar year during 2012. The employee in 2012 will be credited with five (5) supplementary working days which may be taken at any time between 2012 and 2016, both years included. In 2017 the employee will be credited with a further five (5) supplementary working days, etc.

\*The working day entitlement is based upon a five-day work week.