

2023

MEMORANDUM OF AGREEMENT

Between the

CITY OF DELTA (hereinafter called "the City")

and the

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

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE CITY OF DELTA (HEREINAFTER CALLED "THE CITY"), AGREE TO RECOMMEND TO THE DELTA CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 454 (HEREINAFTER CALLED "THE UNION"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THE AGREEMENT COMMENCING 2023 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (HEREINAFTER CALLED THE "NEW COLLECTIVE AGREEMENTS", SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions:

All of the terms of the 2021 - 2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement:

The term of the new Collective Agreements shall be two (2) years from 2023 January 01 to 2024 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. General Increase:

(a) Effective 2023 January 01, all hourly rates that were in effect on 2022 December 31 shall be increased by four point five percent (4.5%). The new hourly rates shall be rounded to the nearest whole cent.

(b) Effective 2024 January 01, all hourly rates that were in effect on 2023 December 31 shall be increased by four point percent (4.0%). The new hourly rates shall be rounded to the nearest whole cent.

(c) Retroactive payments arising from (a) will be made as soon as possible following the date of ratification of this Memorandum of Agreement

4. Inflationary Support Payment

The Employer and the Union agree to a one-time inflationary support payment of three and one-half percent (3.5%) of the 2022 base hourly rate of pay (less applicable statutory deductions), for all City Employees who were employed as of January 1, 2022, and on the date of ratification, plus an additional one percent (1.0%) to support employee retention. The payment of the lump sum will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

5. Market Rate Adjustment – Trades 2 Mechanic

The Employer and the Union agree to the following market rate adjustments for the Trades 2 Mechanic positions covered by this agreement:

The parties agree that effective 2023 December 01, a five percent (5.0%) market rate adjustment will be applied to the hourly rate of pay. The new hourly rates shall be rounded to the nearest whole cent.

6. 10.3 First Aid Premiums

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

Regular Part-Time & Full-Time Employees	Auxiliary Employees
OFA Level II \$175 per month	\$1.01 per hour
OFA Level III \$200 per month	\$1.15 per hour

7. 11.2 Extended Health

*Effective January 1, 2024, the Employer and the Union agree to amend Article 11.2 as follows:*

The City shall pay **one hundred percent (100%)** of the premium for the Extended Health Care Plan.

8. 11.3 Dental

*Effective July 1, 2024, the Employer and the Union agree to amend Article 11.3 as follows:*

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 dental plan on the following basis:

In addition, the City shall pay **one hundred percent (100%)** of the premium for the Dental Plan.

9. 13.2 Bereavement Leave

*Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 13.2(a) & (c) as below, delete 13.2 (b), and renumber the sub-clauses.*

(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 **five (5)** 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.

(c) Requests for leave under paragraphs (a) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.

10. Housekeeping:

Effective 2023 January 01, all housekeeping items that have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreements, shall be included in those new Collective Agreements. Such items also include: (a) Delete expired effective dates and related transitional wording; (b) Update wage schedules, notes, and related Letters of Understanding to reflect changes to class titles and rates of pay in effect when the new Collective Agreements are drafted; and (c) ensuring that the language used in the new Collective Agreement is gender-neutral and inclusive.

11. The following is a list of the signed agreements which are included in Appendix A. The agreements are effective on ratification of the agreement except those that are specifically noted within the signed agreement.

#	Item	Collective Agreement Provision
1	Definition of Employees	7.0
2	Hours of work – Authorized variation (new language)	8.1 (c)
3	Daily Guarantee	8.4 (b)
4	Same-sex Benefits	11.4
5	Public Holidays	12.1
6	Seniority Retention	14.9
7	Posting Vacancies	15.0
8	New Employees	18.13
9	Prevention of Workplace Bullying/Harassment/Discrimination	18.15
10	Personnel Records	18.16
11	Joint Labour-Management Committees	18.2
12	LOU – Two Hour Minimum (Lifeguard/Instructor 2 staff)	LOU (New)

12. Ratification:

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BARGAINING REPRESENTATIVES FOR THE  
THE CITY

BARGAINING REPRESENTATIVES FOR  
THE UNION

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