2025-2027

COLLECTIVE AGREEMENT

between the

DELTA POLICE BOARD

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 454, OF DELTA

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THIS AGREEMENT entered into as of 2025 January 01

BETWEEN:

DELTA POLICE BOARD
(hereinafter called the "Board")

OF THE FIRST PART

AND:

THE 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 Board, the Union and the employees of the Board 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 Board and the Union and the employees to co-operate fully, individually and collectively for the advancement of said conditions.

The Board 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 Board 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 three (3) years with effect from 2025 January 01 to 2027 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 Board can lawfully lock out in accordance with the provisions of Part 5 of the Labour Relations Code; or

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

(a) The Board recognizes the Union as the sole collective bargaining agency for all employees of the Board except for the non-clerical staff employees of the Police Department, the incumbents of those classifications listed in Article 3, and any other employees who, by a ruling of the Labour Relations Board, are not employees within the meaning of the Labour Relations Code.

(b) The Board agrees that the bargaining authority of the Union shall not be impaired during the term of this Agreement. The Board 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.

3. EXEMPTIONS

The following employees are excluded:
Chief Constable
Deputy Chief Constable
Superintendent
Inspector
Manager of Human Resources & Administration
Department Support Services Manager
Manager, Corporate Planning & Communications
Finance Manager
Department Legal Counsel
Special Projects and Assets Manager
Human Resources Assistant Information Technology Manager
IT Network Technician
IT Network and Helpdesk Technician
IT Network and Systems Analyst
IT Information and Security Analyst
IT Software Developer
Executive Assistant to the Chief Constable
Executive Assistant to the Deputy Chief Constable
Executive Assistant to the Superintendent
Professional Standards Section Legal Assistant Communications Associate
Freedom of Information Coordinator
Junior Business Analyst

Community Navigator
Emergency Management Program Coordinator
Policy Analyst

4. BOARD'S RIGHTS

(a) The management and operation of, and the direction of the working force is vested exclusively in the Board 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 Board agrees to comply with the Human Rights Code of British Columbia.

(b) The Board 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 Board 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 Board. The Board 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 Board shall be notified by the Union in writing at least seven (7) days before such suspension.

6. CHECK-OFF

(a) The Board agrees to a voluntary check-off of all dues of the Union in accordance with the by-laws of the Union. The Board 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 Board shall honour written assignments of wages and salaries in favour of the Union (this includes assignments to deduct LTD premiums) 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 Board 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 position, for an indefinite period of time.

An Auxiliary Employee is any employee hired on an as-and-when-required basis.

(b) Board's Responsibility

The Board 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 Hours of Work

(a) The regular hours of work for employees of the Board shall be seven (7) hours per day, eight (8:00) A.M. to four (4:00) 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 work day.

(b) Authorized Variation in Start and End Times

Employees may start and end their workdays at times other than those specified in subsection (a) above (i.e., 8:00 a.m. to 4:00 p.m., Monday through Friday) with the agreement of their Manager or Department Head. Such variations in start and end times shall be subject to the operational needs and requirements of the department or division in which they work and shall not result in any adverse impact on the efficient delivery of services.

8.2 Hours of Work – Public Information Representatives and Quality Assurance Reviewers

For the purpose of this Article, Public Information Representatives and Quality Assurance Reviewers shall be exempt from Article 8.1. The hours shall be as spelled out below:

Public Information Representatives and Quality Assurance Reviewers – Variable shifts subject to the following conditions:

(a) A shift shall be twelve (12) consecutive hours including ten and one-half (10½) hours of work and two (2) forty-five (45) minute unpaid lunch periods. Employees shall work four (4) consecutive shifts followed by four (4) consecutive shifts off.

(b) The total hours worked shall remain the same as an employee would have worked on the seven (7) hour/five (5) day week schedule on the basis that for every twelve (12) hour shift that an employee works, the employee will accumulate one-half (½) hour of time off to be granted periodically (e.g., in 8 weeks an employee works 28 shifts x 10½ hours = 294 hours, compared to 40 days x 7 hours = 280 hours; the extra 14 hours is the accumulation of ½ hour x 28 shifts and is the amount of time off that an employee would accumulate in 8 weeks).

Wherever possible, float time off shall be taken within the eight (8) week period from the time it was worked. Where float time off has not been scheduled or taken, prior to the end of the calendar year, any float time in excess of forty-two (42) hours will be paid out. Any hours carried forward from the previous calendar year will be paid out at the current rate of pay.

Note: Please see Hours of Work and Accumulated Time Off Letter of Understanding attached to this Agreement.

Note: For employees on staff as of 2000 October 12, current float time banks as at 2000 December 31 shall be red circled and will be drawn from only where the employee has exhausted their current float time bank. Where an employee leaves the employ of the employer the red circled float time bank shall be paid out at the employee's current rate of pay.

8.3 Minimum Guarantee

The Board agrees to provide to all Regular Full-Time 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".

8.4 Rest Periods

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

8.5 Daily Guarantee

(a) Subject to the provisions of Article 8.5(c), an employee reporting for a scheduled shift on the call of the Board 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) Subject to the provisions of Article 8.5(c), an employee other than a school student on a school day 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.

(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 employee shall not be entitled to receive the minimum payments set forth in Sections 8.5(a) and 8.5(b).

8.6 Training

This provision is applicable to a maximum of two (2) training days per calendar year per full-time employee.

Where a full-time employee is required to attend a training course on a day off, the employee shall, at the Employer's option, either be paid straight time for the day or be given another day off with pay. The provisions of Article 9 (Overtime, etc.) shall not apply to the two (2) training days covered by this Article 8.6. Any additional required training courses that occur on a full-time employee's day off shall be paid at overtime rates.

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

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

9.1 Overtime

(a) Overtime shall be defined for Regular Full-Time and Temporary Full-Time employees as:

(i) time worked, immediately following the employee's regular shift;
(ii) 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;
(iii) 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.

(b) Regular Full-Time Employees and Temporary Full-Time Employees shall be paid for the performance of overtime work under Article 9.1(a) at the following overtime rates:

(i) time and one-half (1½) the rate of pay for the first two (2) hours of overtime worked immediately preceding or immediately following an employee's regular shift.

(ii) 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.

(iii) 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 (b)(iii).

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 31st payout in paragraph (a) above, employees may request a full or partial payout of their overtime bank upon two 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 prescheduled by notice provided prior to the end of the employee's previous regular shift which is defined as overtime in Article 9.1.

(a) An employee who is called back to work shall be paid 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.

(b) 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) hours 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 (2) 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.)

(c) When an employee is contacted for assistance and is able to resolve the problem over the telephone (or by computer) and does not have to report to a worksite, the employee shall be paid double the employee's regular rate of pay for the actual time worked, with a minimum of one (1) hour. Any subsequent contacts that occur within one (1) hour of the first call shall not result in any additional payments. A contact that occurs after the one (1) hour period shall result in another one (1) hour payment at double the employee's regular rate of pay. An employee will not be eligible for this form of callout should a return to the worksite (Callout, Clause 9.3(a) above) result from the issue being discussed.

9.4 Cost Recovery

Where an employee works overtime and/or is called out to deal with situations where the Board is able to recover the overtime and/or callout costs from Emergency Management BC, the Board shall have the option of paying the employee for such overtime and/or callout, or granting the employee compensating time off in lieu of being paid for such overtime and/or callout.

9.5 Standby

(a) 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 rate of pay for the position the employee is on standby for, for each period of eight (8) hours that the employee stands by in addition to any callout pay as earned under Article 9.3.

(b) 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 rate of pay for the position the employee is on standby for, for each period of six (6) hours that the employee stands by in addition to any callout pay as entitled under

Article 9.3.

(c) 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:

(i) one-half (½) hour's standby pay for periods of half or less than half of the full period.

(ii) one (1) hour's standby pay for periods of more than half of the full period.

9.6 Meal Breaks

(a) 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 (½) hour which the Board 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 (3½) continuous hours of overtime work, the employee shall be given another paid meal break of one-half (½) hour which, except in an emergency, shall be taken no later than the end of each three and one-half (3½) hour work period.

(b) During Callouts and Pre-Scheduled Overtime

An employee who completes three and one-half (3½) 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 (½) hour which the Board may permit the employee to begin at any time within the three and one-half (3½) 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 (3½) hour work period. Upon completion of each succeeding three and one-half (3½) continuous hours of callout work, or overtime work, the employee shall be given another paid meal break of one-half (½) hour which, except in an emergency, shall be taken no later than the end of each three and one-half (3½) hour work period.

(c) For each meal break given to an employee under Article 9.6(a) or 9.6(b) the employee shall be paid one-half (½) hour's pay at double the employee's rate of pay.

(d) Where by reason of an emergency it is not feasible to give a meal break at the designated time under Article 9.6(a) or 9.6(b) it shall be taken as soon as practicable and in addition the Board 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 "D".

10. PREMIUM RATES

10.1 Shift Premiums

Effective – March 12, 2026: Employees shall be paid a standard shift premium of one dollar ($1.00) 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.

10.2 First Aid Premiums

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

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

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

10.3 Acting Pay

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 Head of the Department.

10.4 Acting Pay – Lower Classification

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.

10.5 Training Premium

The Employer and the Union agree to review the subject of a training premium and/or the definition of training by July 1, 2017 at a bargaining sub-committee.

11. EMPLOYEE BENEFITS

11.1 Benefit Administration

Subject only to Schedule "F", the Board 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 Plan and by an Extended Health Care Plan. Effective January 1, 2027, the Extended Health Care Plan has an annual deductible of fifty dollars ($50.00), and a lifetime maximum of three million dollars ($3,000,000) per person.

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

The premiums for the Extended Health Care Plan will be paid one hundred percent (100%) by the Board.

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 six (6) calendar months by a dental plan on the following basis:

(a) Effective April 1, 2026 - Basic Dental Services (Plan A) paying for ninety percent (90%) of the approved schedule of fees.

(b) Effective April 1, 2026 - Prosthetics, Crowns and Bridges (Plan B) paying for seventy (70%) of the approved schedule of fees. This coverage will include dental implants.

(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 ($4,500) for adults and dependent children as defined by the Plan.

(d) The Board shall pay one hundred percent (100%) of the premium for the Dental Plan.

11.4 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 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 Board shall pay seventy-five percent (75%) and the employees shall pay twenty-five percent (25%) of the premiums.

11.5 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.

11.6 Municipal Pension Plan

(a) All new Regular Full-Time Employees shall, upon completion of six (6) months' service, become eligible for Municipal Pension in accordance with the Municipal Pension Plan. Temporary Full-Time Employees shall not be eligible until they have completed twelve (12) months of continuous service.

(b) Further, the Board agrees to contribute an additional two percent (2%) of each employee's regular wages over and above the contribution required by the Municipal Pension Plan 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 Board and the employee shall be made on the basis of the new hours worked, and are subject to the requirements of the Municipal Pension Plan.

11.7 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.

(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 Board, 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 immediate supervisor, 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 Federal Employment Insurance (EI) rebates, only those employees who have more than twelve (12) days' sick leave credits are entitled to use sick leave for family illness.

(d) Employees who are on unpaid sick leave or Long Term Disability (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.

11.8 WorkSafeBC Compensation

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

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: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, National Day for Truth and Reconciliation, 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 Board 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 (1) 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 Board 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 (1½) times the number of hours worked between 00:00 and 23:59 on the day of the public 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 Board pursuant to Article 12.1 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. Employees working on a public holiday will receive the premium for all hours worked between 00:00 and 23:59 on the day of the public holiday.

(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 Board 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 Statutory Holidays while employee is on holiday

Where Statutory Holidays or public holidays declared by the Municipal Council 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 all Regular Full-Time Employees and Temporary Full-Time Employees shall be allowed as follows:

(a) Regular Full-Time and Temporary Full-Time Employees will receive six percent (6%) of earnings in lieu of all vacation during the initial probation period. On completion of probation, the six percent (6%) in lieu of vacation ceases and the employee will receive a vacation bank prorated for the remainder of the year.

(b) During the second up to and including the seventh (7^{th}) calendar year of service – fifteen (15) working days.

(c) During the eighth (8^{th}) up to and including the fifteenth (15^{th}) calendar year of service – twenty (20) working days.

(d) During the sixteenth (16^{th}) up to and including the twenty-third (23^{rd}) calendar year of service – twenty-five (25) working days.

(e) During the twenty-fourth (24^{th}) and all subsequent calendar years of service – thirty (30) working days.

(f) In all cases of termination of service for any reason, adjustment will be made for

any overpayment of vacation.

(g) 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 Deputy Chief Administration 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.

12.5 Vacation in the Year of Retirement

Any Regular Full-Time Employee

(a) who has reached minimum retirement age as defined in the Municipal Pension Plan 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 Board 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 Rate of pay when vacation is taken

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. The number of vacation days that can be banked is not to exceed twenty-five (25) days. Such deferred vacation may only be taken immediately prior to retirement. The Board may, at

its sole discretion, permit an employee to use such banked vacation under other circumstances.

Employees who have a retirement bank that totals over twenty-five (25) days at 2013 January 16 will have legacy status for their existing banks. No further accruals will be allowed.

12.9 Vacation Requirement

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 Rate of pay during annual vacations

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:

(1) Each employee, upon commencing the eleventh (11th), sixteenth (16th), twenty-first (21st), twenty-sixth (26th), thirty-first (31st), thirty-sixth (36th), forty-first (41st), or forty-sixth (46th) calendar year of service, shall thereupon become entitled to five (5) working days of supplementary vacation.

(2) 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 the 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 Schedule "E" 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 hours left of the work day, the employee shall report immediately for work.

If there are less than two work hours remaining, the employee is not required to report for work.

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 five (5) working days in the following events:

(i) in the case of the death of the employee's partner, child, ward, sibling, sibling-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) Requests for leave under paragraph (a) herein shall be submitted to the employee's Department Head who will determine and approve the number of days required in each case.

(c) 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 WorkSafeBC Compensation, shall not be entitled to such emergency leave without loss of pay.

(d) Upon application to, and upon receiving the permission of the Department Head, an employee may be granted leave of up to one-half (½) 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 Board. 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 Board shall continue to pay each representative's regular wage or salary and shall render an account to the Union for such amount, including the Board'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 Board to the amount of the account rendered within sixty (60) days.

(c) Upon application to, and upon receiving the permission of the Chief Constable or designate in each specific case, official representatives of the Union may be granted time off for the purpose of collective bargaining with the Board or for the purpose of settling a grievance as outlined elsewhere in this Agreement. Not more

than three (3) 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 Chief Constable or designate 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 Chief Constable or designate 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 Board 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 Board 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 Board 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 Board 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 Board.

(h) The Union shall provide the Board 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 Parent

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

Birth Parent and Adoptive Parent

An employee who is the birth parent or the adoptive parent 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 Board may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. Prior to requiring a pregnant employee to commence maternity leave, the Board will consider other positions for which the pregnant employee is qualified. In cases where the Board requires the pregnant employee to commence maternity leave, 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, their maternity leave will be deemed to have started on the date they 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.

(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 and buy-back provisions will be handled pursuant to the provisions of the Municipal Pension Plan upon the employee's return.

(f) Supplementary Employment Insurance Benefits

Effective March 12, 2026:

(1) Birth parents 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, a non-birth parent is eligible to receive SEIB Plan payments if, due to the death or total disability of the birth parent, they have applied for and are receiving Employment Insurance benefits.

(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 (based on a twelve (12) month leave schedule) for the first seventeen (17) weeks, including the Employment Insurance waiting period.

14. SENIORITY

14.1 Probation Status and Seniority List

(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 Board.

(b) Every employee who commences employment with the Board shall have probationary status during the first continuous six (6) months of employment.

(c) The Board agrees to cause a list to be made of all employees covered in this Agreement, readily showing their length of service with the Board. 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 twice each year indicating any additions or deletions thereto as referred to in Article 18.11.

14.2 Probationary in a promotion or transfer

"Probationary Employees" shall mean and include those employees employed during the initial probationary period set forth in Article 14.1(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 14.3 below.

14.3 In-Service Probation

When an established employee (six (6) months' probation already served) is selected for a posting, the probation period in 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. In the event that either party determines, during this ninety (90) day period, that the employee is not going to be confirmed in the new position, they may return to their old position or something similar as mutually agreed without loss of benefits. In the event an employee returns under this paragraph, the Board shall have the right to review the list of candidates from the initial

filling of the position rather than reposting the promotion.

14.4 Promotions

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 Board 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 Board 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.

14.5 Advance Notice of Layoff

Except in cases of inclement weather, strikes, lockout or other circumstances beyond the control of the Board, the Board 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.

14.6 Recall

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

14.7 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 Board 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 Board shall specify the time when the employee shall report for work. An employee who does not respond within forty-eight (48) hours of the Board's initial attempt to make contact, 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 Board, or, in extenuating circumstances, within two (2) weeks of the Board's initial attempt to contact the employee. Each employee on layoff will be responsible for keeping the Board notified of a current contact point through which the employee can be reached.

14.8 Change of Address

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

14.9 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 Board 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 Board.

(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 14.9.

14.10 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 shall retain their seniority for a period of one (1) year.

(ii) Absence due to a bona-fide sickness, provided such sickness is attested to by a qualified medical practitioner.

(iii) Authorized leave of absence.

(iv) 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 Board.

(ii) If discharged for proper cause, and is not reinstated.

(iii) If continuously laid off for a period exceeding the qualifications under Clause (a)(i) of this Article.

15. POSTING VACANCIES

15.1

(a) All Regular Full-Time vacancies will be posted following the week during which the Board 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 and new position.

(c) Job 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.

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

(e) Successful applicants will be notified within ten (10) working days of the closing of the posting.

(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 (15) days, except in the cases of demotions.

(g) Established Regular Part-Time positions of (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.

15.2 Former Employees of the City of Delta

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

(b) Bidding Rights City of Delta

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

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

(c) If an employee referred to in paragraph (a) above is hired by the Board directly from the City of Delta 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 City of Delta 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, municipal pension and sick leave coverage, retirement pay benefits and bereavement leave.

16.0 DISCIPLINE, GRIEVANCE, ARBITRATION

16.1 Discipline

(a) The Board 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 Board 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 Board 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 Board 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 Board 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 Chief Constable 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, Step 1 of this Article may be by-passed.

(d) All replies to grievances shall be in writing stating reasons, at all stages of the grievance.

(e) If the grievor, the Union or the Board, 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 Board and the Union shall appoint their nominee (or mutually agree on a single Arbitrator) within ten (10) calendar days thereafter. If the parties are using a three (3) member Arbitration Board, the two nominees shall then agree on a Chairperson within seven (7) days of their appointment.

(c) If the two (2) 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 Board 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 Board has introduced, or intends to introduce a technological change, and upon deciding that the Board 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 Board will not proceed with the technological change for such period, not exceeding ninety days, as the Arbitration Board considers appropriate;

(iii) that the Board reinstate any employee displaced by reason of the technological change;

(iv) that the Board pay to that employee such compensation in respect to the

displacement as the Arbitration Board considers reasonable.

The Board will give to the Union in writing at least ninety 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 Board agrees that any reports or recommendations made to the Board dealing with matters covered by this Agreement including recommendations for changes in method of operation that may affect wage rates, workloads or reduction of employment will be communicated to the Union at such interval before they are dealt with by the Board as to afford the Union reasonable opportunity to consider them and make representations to the Board 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 Board.

18.2 Joint Labour-Management Committee

The Board and Union are committed to the establishment and maintenance of a Joint Labour-Management Committee (LMC). This committee will foster open communication, collaboration, and cooperation between the Board and its employees, represented by the Union, within various departments. Meetings may be held quarterly, bi-annually, or as needed, with the option to convene additional meetings as circumstances require.

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 section, 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 Chief Constable to transact business relating to personnel and the Agreement and with the exception of Subsections (a), (b) and (c) above.

For the purpose of this Article, the Board 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 Car Mileage

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

18.5 Occupational Health and Safety

The Union and the Board agree that safety is of the utmost concern. An Occupational Health and Safety Committee shall be established as regulated by the Workers Compensation Act. The Committee shall discuss matters related to occupational health and safety and shall make recommendations to the Chief Constable.

18.6 Employee's Responsibility for 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.

18.7 Time Cards

Employees may be required to complete their own time cards and submit them to their respective Supervisor. The supervisors 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.

18.8

All employees shall be paid every second Friday.

18.9 Clothing

The parties agree that all items dealing with clothing and protective equipment be referred to the Labour-Management or Occupational Health and Safety Committee, as appropriate, for discussion and recommendation.

The Board agrees to provide:

(i) Protective clothing and equipment, as required, for the use of employees in the Exhibits Custodian, Fleet Services Coordinator, and Fleet Services Assistant classifications.

Staff will be required to return issued clothing/equipment upon termination and the cost of

clothing not returned will be deducted from the employee's final pay.

18.10 Information

The Board agrees to provide the Union with:

(a) on a semi-annual basis a list or lists showing

- classifications
- seniority dates
- addresses

such list will be provided on August 01 and February 01 of each year and reflecting the dates or changes up to July 01 and January 01 of the previous month.

(b) on a monthly basis provide the Union with a current list of sick leave entitlement.

(c) in January of each year provide the totals of dues and initiation fees deducted from all employees, to the Union.

18.11 New Employees

The Board 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. Effective October 18, 2023, new employees will be permitted to meet with the Union Representative during normal working hours at the employee's workplace within thirty (30) days of the commencement of employment, at a time mutually agreed to between the Union Representative and the Manager.

18.12 Copies of Agreement

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

18.13 Prevention of Workplace Bullying, Harassment, Sexual Harassment, and Discrimination

The Board and the Union acknowledge that all employees have the right to work in an environment free from bullying, harassment, sexual harassment, and discrimination.

18.14 Personnel Records

(a) A copy of any written material concerning disciplinary action (including reprimands) affecting an employee shall be given to the employee as soon as possible after it is recorded in the employee's personnel file.

(b) An employee shall be given a copy of any document placed in the employee's personnel file which might be the basis of disciplinary action. Should an employee dispute any such entry in the personnel file, that employee shall be entitled to recourse through the grievance procedure.

(c) An employee is entitled to examine their own personnel file upon request to the Human Resources Department.

(d) For the purpose of this clause 'personnel file' refers to the single official personnel file maintained by the Human Resources Department.

19. WAGES AND SALARIES

19.1 General Pay Increases

(a) Effective 2025 January 01, all hourly rates of pay which were in effect on 2024 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.

(b) Effective 2026 January 01, all hourly rates of pay which were in effect on 2025 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent.

(c) Effective 2027 January 01, all hourly rates of pay which were in effect on 2026 December 31 shall be increased by three point five percent (3.5%). The new hourly rates shall be rounded to the nearest whole cent

(d) Retroactive payments arising from (a) will be made as soon as possible following the date of ratification of this Memorandum of Agreement to all employees who were employed during the term of this Agreement.

19.2 Schedule of Wages and Salaries

The schedule of wages and salaries for all employees of the Board, covered by this Agreement, shall be in accordance with Schedule "A" which is annexed to and which forms a part of this Agreement.

19.3 Derivation of Bi-Weekly and Monthly Rates

The hourly rates set forth in Schedule "A" 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:

Hourly x bi-weekly = bi-weekly rate (taken rate hours to 2 decimal places)

$$\frac{\text{bi-weekly rate} \times 26.089}{12} = \text{monthly rate (taken to the nearest dollar)}$$

20. MISCELLANEOUS MATTERS

It is agreed between the parties hereto that Schedules "A", "B", "C", "D", "E", "F", and the following Letters of Understanding:

Hours of Work and Accumulated Time Off Job Sharing – Civilians
Classification and Valuation Reviews
After Hours/Auxiliary Case Workers – Victim Services Dog Handler – Civilians
Sick Leave Bank Retention
Retention of Auxiliary Percentage in Lieu of Benefits Reclassification Request: Translation of Audio/Video Material

which are annexed to, shall form a part of this Agreement.

IN WITNESS WHEREOF the Board has caused these presents to be 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.

DELTA POLICE BOARD:

Harj Sidhu (Oct 8, 2026 17:01:45 PDT)
DELTA POLICE CHIEF

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 454 OF DELTA:

Sam Abulail (Oct 8, 2026 12:46:48 PDT)
PRESIDENT

Jessica Grushey (Oct 8, 2026 12:17:04 PDT)
SECRETARY

SCHEDULE "A"

CLASSES OF POSITIONS

INSIDE

Notes	Class Title	Weekly Hours	Pay Grade
	Administrative Assistant	35	17
	Buyer - Police	35	22
(1)	Clerk Typist II	35	13
	Clerk Typist III	35	15
	Communications and Engagement Specialist	35	25
	Court Services Clerk	35	22
	Court Services Supervisor	35	24
	Crime Analyst	35	26
	DEMS Coordinator	35	22
	Dispositions and Scheduling Clerk	35	17
	Electronic Disclosure Clerk	35	19
	Exhibit Custodian	35	17
	Fleet Services Assistant	35	16
	Fleet Services Coordinator	35	19
	Freedom of Information Assistant	35	17
	Freedom of Information Specialist	35	19
	Junior Crime Data Analyst	35	22
	Major Case Assistant	35	21
	Payroll Clerk	35	17
	Police Information Clerk	25	13
	Police Records Clerk	35	15
	PRIME Assistant	35	19
	PRIME Coordinator	35	22
	Public Information Representative	35	17
	Public Information Services Supervisor	35	23
	Purchasing Assistant I	35	15
	Purchasing Assistant II	35	17
	Quality Assurance Reviewer - CPIC	35	17

Notes	Class Title	Weekly Hours	Pay Grade
	Quality Assurance Reviewer - PRIME	35	19
	Records Coordinator	35	23
	Senior Crime Analyst	35	28
	Trainer - Quality Assurance Reviewers	35	20
	Transcription Clerk	35	15
	Transcription Unit Supervisor	35	21
	Victim Assistance Caseworker	35	18
	Victim Services Assistant Coordinator	35	24
	Victim Services Coordinator	35	24
	Volunteer Coordinator	35	18
	Web Developer	35	24

Notes:

(1) Employees who are required to work during their rest periods shall be paid Pay Grade 14.

SCHEDULE "A" (cont'd)

PAY RATES

Pay Grade	Steps	Current	2025 3.50%	2026 3.50%	2027 3.50%
7					
	1	21.39	22.14	22.91	23.72
	2	22.22	23.00	23.80	24.64
	3	23.12	23.93	24.77	25.63
	4	24.04	24.88	25.75	26.65
	5	24.97	25.84	26.75	27.68
8					
	1	22.22	23.00	23.80	24.64
	2	23.12	23.93	24.77	25.63
	3	24.04	24.88	25.75	26.65
	4	24.97	25.84	26.75	27.68
	5	25.93	26.84	27.78	28.75
9					
	1	23.12	23.93	24.77	25.63
	2	24.04	24.88	25.75	26.65
	3	24.97	25.84	26.75	27.68
	4	25.93	26.84	27.78	28.75
	5	27.04	27.99	28.97	29.98
10					
	1	24.04	24.88	25.75	26.65
	2	24.97	25.84	26.75	27.68
	3	25.93	26.84	27.78	28.75
	4	27.04	27.99	28.97	29.98
	5	28.10	29.08	30.10	31.15
11					
	1	24.97	25.84	26.75	27.68
	2	25.93	26.84	27.78	28.75
	3	27.04	27.99	28.97	29.98
	4	28.10	29.08	30.10	31.15
	5	29.20	30.22	31.28	32.37
12					
	1	25.93	26.84	27.78	28.75
	2	27.04	27.99	28.97	29.98

Pay Grade	Steps	Current	2025 3.50%	2026 3.50%	2027 3.50%
	3	28.10	29.08	30.10	31.15
	4	29.20	30.22	31.28	32.37
	5	30.41	31.47	32.58	33.72
12.5					
	1	26.70	27.63	28.60	29.60
	2	27.39	28.35	29.34	30.37
	3	28.58	29.58	30.62	31.69
	4	29.78	30.82	31.90	33.02
	5	30.88	31.96	33.08	34.24
13					
	1	27.04	27.99	28.97	29.98
	2	28.10	29.08	30.10	31.15
	3	29.20	30.22	31.28	32.37
	4	30.41	31.47	32.58	33.72
	5	31.66	32.77	33.91	35.10
13.5					
	1	27.39	28.35	29.34	30.37
	2	28.58	29.58	30.62	31.69
	3	29.78	30.82	31.90	33.02
	4	30.88	31.96	33.08	34.24
	5	32.20	33.33	34.49	35.70
14					
	1	28.10	29.08	30.10	31.15
	2	29.20	30.22	31.28	32.37
	3	30.41	31.47	32.58	33.72
	4	31.66	32.77	33.91	35.10
	5	32.92	34.07	35.26	36.50
14.5					
	1	28.58	29.58	30.62	31.69
	2	29.78	30.82	31.90	33.02
	3	30.88	31.96	33.08	34.24
	4	32.20	33.33	34.49	35.70
	5	33.54	34.71	35.93	37.19
15					
	1	29.20	30.22	31.28	32.37
	2	30.41	31.47	32.58	33.72
	3	31.66	32.77	33.91	35.10

Pay Grade	Steps	Current	2025 3.50%	2026 3.50%	2027 3.50%
	4	32.92	34.07	35.26	36.50
	5	34.30	35.50	36.74	38.03
16					
	1	30.41	31.47	32.58	33.72
	2	31.66	32.77	33.91	35.10
	3	32.92	34.07	35.26	36.50
	4	34.30	35.50	36.74	38.03
	5	35.72	36.97	38.26	39.60
16.5					
	1	30.88	31.96	33.08	34.24
	2	32.20	33.33	34.49	35.70
	3	33.54	34.71	35.93	37.19
	4	34.91	36.13	37.40	38.71
	5	36.34	37.61	38.93	40.29
17					
	1	31.66	32.77	33.91	35.10
	2	32.92	34.07	35.26	36.50
	3	34.30	35.50	36.74	38.03
	4	35.72	36.97	38.26	39.60
	5	37.20	38.50	39.85	41.24
17.5					
	1	32.20	33.33	34.49	35.70
	2	33.54	34.71	35.93	37.19
	3	34.91	36.13	37.40	38.71
	4	36.34	37.61	38.93	40.29
	5	37.85	39.17	40.55	41.96
18					
	1	32.92	34.07	35.26	36.50
	2	34.30	35.50	36.74	38.03
	3	35.72	36.97	38.26	39.60
	4	37.20	38.50	39.85	41.24
	5	38.75	40.11	41.51	42.96
19					
	1	34.30	35.50	36.74	38.03
	2	35.72	36.97	38.26	39.60
	3	37.20	38.50	39.85	41.24
	4	38.75	40.11	41.51	42.96

Pay Grade	Steps	Current	2025 3.50%	2026 3.50%	2027 3.50%
	5	40.34	41.75	43.21	44.73
20					
	1	35.72	36.97	38.26	39.60
	2	37.20	38.50	39.85	41.24
	3	38.75	40.11	41.51	42.96
	4	40.34	41.75	43.21	44.73
	5	42.04	43.51	45.03	46.61
20.5					
	1	26.34	27.26	28.22	29.20
	2	37.85	39.17	40.55	41.96
	3	39.46	40.84	42.27	43.75
	4	41.10	42.54	44.03	45.57
	5	42.76	44.26	45.81	47.41
21					
	1	37.20	38.50	39.85	41.24
	2	38.75	40.11	41.51	42.96
	3	40.34	41.75	43.21	44.73
	4	42.04	43.51	45.03	46.61
	5	43.78	45.31	46.90	48.54
22					
	1	38.75	40.11	41.51	42.96
	2	40.34	41.75	43.21	44.73
	3	42.04	43.51	45.03	46.61
	4	43.78	45.31	46.90	48.54
	5	45.62	47.22	48.87	50.58
23					
	1	40.34	41.75	43.21	44.73
	2	42.04	43.51	45.03	46.61
	3	43.78	45.31	46.90	48.54
	4	45.62	47.22	48.87	50.58
	5	47.62	49.29	51.01	52.80
24					
	1	42.04	43.51	45.03	46.61
	2	43.78	45.31	46.90	48.54
	3	45.62	47.22	48.87	50.58
	4	47.62	49.29	51.01	52.80
	5	49.65	51.39	53.19	55.05

Pay Grade	Steps	Current	2025 3.50%	2026 3.50%	2027 3.50%
25					
	1	43.78	45.31	46.90	48.54
	2	45.62	47.22	48.87	50.58
	3	47.62	49.29	51.01	52.80
	4	49.65	51.39	53.19	55.05
	5	51.70	53.51	55.38	57.32
26					
	1	45.62	47.22	48.87	50.58
	2	47.62	49.29	51.01	52.80
	3	49.65	51.39	53.19	55.05
	4	51.70	53.51	55.38	57.32
	5	53.91	55.80	57.75	59.77
27					
	1	47.62	49.29	51.01	52.80
	2	49.65	51.39	53.19	55.05
	3	51.70	53.51	55.38	57.32
	4	53.91	55.80	57.75	59.77
	5	56.27	58.24	60.28	62.39
28					
	1	49.65	51.39	53.19	55.05
	2	51.70	53.51	55.38	57.32
	3	53.91	55.80	57.75	59.77
	4	56.27	58.24	60.28	62.39
	5	58.66	60.71	62.84	65.04
29					
	1	51.70	53.51	55.38	57.32
	2	53.91	55.80	57.75	59.77
	3	56.27	58.24	60.28	62.39
	4	58.66	60.71	62.84	65.04
	5	61.13	63.27	65.48	67.78
30					
	1	53.91	55.80	57.75	59.77
	2	56.27	58.24	60.28	62.39
	3	58.66	60.71	62.84	65.04
	4	61.13	63.27	65.48	67.78
	5	63.84	66.07	68.39	70.78

Pay Grade	Steps	Current	2025 3.50%	2026 3.50%	2027 3.50%
31					
	1	56.27	58.24	60.28	62.39
	2	58.66	60.71	62.84	65.04
	3	61.13	63.27	65.48	67.78
	4	63.84	66.07	68.39	70.78
	5	66.55	68.88	71.29	73.79
32					
	1	58.66	60.71	62.84	65.04
	2	61.13	63.27	65.48	67.78
	3	63.84	66.07	68.39	70.78
	4	66.55	68.88	71.29	73.79
	5	69.44	71.87	74.39	76.99
33					
	1	61.13	63.27	65.48	67.78
	2	63.84	66.07	68.39	70.78
	3	66.55	68.88	71.29	73.79
	4	69.44	71.87	74.39	76.99
	5	72.45	74.99	77.61	80.33

* Eligibility for advancement from one step (increment) to the next is as follows:

Pay Grades 9 to 14:	six (6) month eligibility to move from steps 1 to 2 and 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" – AUXILIARY EMPLOYEES

This is Schedule "B" referred to in Article 20 of this Agreement

1. It is agreed that prior to 1978 December 31, the provisions of the new standard clause "Daily Guarantee" referred to in paragraph 10 of the Memorandum of Agreement dated 1978 April 21, will not be applied to those situations where the nature of the work is such that Auxiliary Employees as defined in this Schedule, are required to work for periods shorter than four hours per day. In such situations, it is furthermore agreed that the parties to the Memorandum of Agreement will make joint application to the B.C. Board of Industrial Relations for exemptions from the provision of the B.C. General Minimum Wage Order No. 1 (1975)

2. Separate pools will be established for seniority purposes effective 11:59 P.M. on 1978 December 31, in each jurisdiction, i.e., one or more Regular Seniority Pools depending upon existing practice and an Auxiliary Seniority Pool.

3. Access to the Regular Seniority Pool will be extended to:

   (a) all Regular Full-Time Employees upon completion of the probationary period contained in their respective 1978 Collective Agreements;

   (b) all Temporary Full-Time Employees upon completion of the probationary period contained in their respective 1978 Collective Agreements;

   (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;

   (d) any other employee whose 1978 Collective Agreement provides access to the Regular Seniority Pool or Pools.

4. Upon qualifying for a 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 4, 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 present agreement.

5. Access to each Auxiliary Seniority Pool will be extended to all Auxiliary Employees upon the conditions set forth in paragraphs 5-20 inclusive.

6. Effective 11:59 P.M. on 1978 December 31, all Auxiliary Employees who were employed during 1978, will be credited with the total number of hours which they worked for their Employer during 1978, and all Auxiliary Employees who were employed during 1977, and who worked 900 hours or more for their Employer during 1977, will be credited with the total number of hours which they worked for their Employer during 1977.

SCHEDULE "B" (cont'd)

7. Effective 2000 October 12, as soon as an Auxiliary Employee has worked 1200 hours within two consecutive calendar years, such employee will gain entry onto the Auxiliary seniority list and will be deemed to possess seniority.

8. 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.

9. An Auxiliary Employee's seniority will be lost as the result of a break in service with the Employer which exceeds one year.

10. 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.

11. 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.

12. Each Employer is to elect not later than 1978 September 01 whether class seniority is to be exercised bargaining unit wide or within some narrower parameters, e.g., by program or by geographical area. Such decisions will not be made until each local union has been provided with a full opportunity to submit suggestions and to discuss the matter. In the case where any problem or disagreement arises between local parties, it will be understood that a C.U.P.E. staff representative and the G.V.R.D. Director of Labour Relations will be available to assist such local parties.

13. The decisions of the various Employers will be reported to the C.U.P.E. J.N.C. by the G.V.R.D Labour Relations Department within the first week of September 1978.

14. 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.

15. Other than as might be provided for pursuant to the terms of paragraph 14 herein, no Auxiliary Employee shall have the right to bump another employee after having been laid off.

16. 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.

17. Registration for future Auxiliary employment will be made upon a standard form which will be signed and dated by the applicant and which will state the classes within which the applicant would be willing to accept a position. The completed form will be signed and dated by an authorized representative of the Employer, and both the applicant and the

Union will be provided with a copy by way of receipt.

18. 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.

19. Auxiliary pool seniority may be exercised commencing at 11:59 P.M. on 1978 December 31.

20. All existing practices which recognize the accumulated seniority of Auxiliary Employees, and which are clearly recognized by mutual agreement between a Union and an Employer, will continue to be recognized until 11:59 P.M. on 1978 December 31.

21. Fringe benefit provisions will not be altered during 1978 as the result of any of the foregoing.

22. <u>Benefits and % in Lieu for Auxiliary and Regular Part-Time Employees</u>

    (a) (1) Subject to the provisions of paragraph (a)(2), 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, public holidays, group life, medical, extended health benefits and dental coverage. No other benefits will be provided to Auxiliary Employees unless expressly stated in this paragraph 22.

    (2) Auxiliary Employees will remain entitled to twelve percent (12%) of regular earnings which premium payment shall be considered to be in lieu of all benefits including those providing time off with pay such as bereavement leave, except that those employees who have acquired Auxiliary seniority shall be entitled to sixteen percent (16%) in lieu of all benefits.

    (3) 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^{th}) 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) WorkSafeBC 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 (b)(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 (b)(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 (b)(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 (b)(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 (b)(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, as defined in Article 12.1 of this Agreement, will be treated as a normal working day for all Regular Part-Time Employees. Thus, an employee who works on a public holiday will be paid at straight-time rates for the normal daily hours and at normal overtime rates for any hours worked in excess of normal daily or weekly hours. Similarly, an employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the holiday.

(2) Auxiliary Employees who have been employed for at least thirty (30) calendar days before the public holiday date recognized by the Delta Police Board and have earned wages during that thirty (30) calendar day period, shall be paid one and one-half (1½X) times their regular hourly rate of pay for the normal daily hours worked on a public holiday and two (2X) times their regular hourly rate of pay for hours worked beyond the normal daily hours worked on a public holiday. An Auxiliary Employee who does not work on a public holiday will not receive any pay or compensating time off in lieu of the public holiday date recognized by the Delta Police Board.

(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 twelve hour shift position, in which case the normal daily and weekly hours shall be deemed to be ten and one-half (10½) and forty-two (42) hours.

(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:

(1) Time and one-half (1½X) for the first two (2) hours worked in excess of the normal daily hours in a day;

(2) Two times (2X) for hours worked beyond two (2) in excess of the normal daily hours in a day;

(3) 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 times (2X) for hours worked after 12:00 Noon on the sixth day, and two times (2X) 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.

23. All Temporary Full-Time Employees shall be provided with benefits on the same basis as they are provided to Regular Full-Time Employees by their respective Employers, 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 12 months.

24. In any case arising after 11:59 on 1978 December 31, 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.

SCHEDULE "C" – 1977 NEGOTIATIONS

This is Schedule "C" referred to in Article 20 of this Agreement

The Board and the Union agree as follows:

The following is item 21 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 5-day week basis to a 4-day week basis or to a 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 "C".

    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 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.

SCHEDULE "C" (cont'd)

APPENDIX "A"

This is Appendix "A" referred to in
Section 21 of Schedule "C"

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 5-day week; e.g., 260.89 x 7 = 1826¼, or 260.89 x 7.5 = 1956.675.

2. Basic annual public holiday hours shall be calculated as 11 x daily hours as per the 5-day week; e.g., 11 x 7 = 77, or 11 x 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 5-day week; 52.178 x 4 x 20 minutes (=69.57 hours) in the case of the 4-day week; and 52.178 x 4.5 x 20 minutes (=78.27 hours) in the case of the 9-day fortnight.

4. Employees shall have at least two 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 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 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.

SCHEDULE "C" - APPENDIX "A" (cont'd)

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 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 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 3 days in that week and 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.

SCHEDULE "C" (cont'd)

2007-2011 NEGOTIATIONS

The following are items 19, 20, and 23 from the Memorandum of Agreement signed by the parties on 2007 July 30:

19. Peer Training Committee

The Employer and the Union agree to establish a Joint Committee consisting of not more than two (2) representatives of the Union and two (2) representatives of the Employer. The Committee shall meet to study, review and discuss potential peer training opportunities for inside staff (other than supervisory). The Committee shall report its findings and recommendations by 2007 December 31 to their respective principles. Such recommendations shall be implemented by mutual agreement of the parties.

20. Classification Review Committee

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

23. Auxiliary Scheduling Committee

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

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

2012-2015 NEGOTIATIONS

The following is item 6 from the Memorandum of Agreement signed by the parties on 2012 December 21:

6. Article 10.5 – Training Premium

Effective 2013 January 16, the Employer and the Union agree to review the subject of a training premium and/or the definition of training at a bargaining sub-committee within sixty (60) days of 2013 January 16.

SCHEDULE "D" Meal Breaks/Allowances – Auxiliary and RPT

This is Schedule "D" referred to in
Articles 9.5 and 9.6 of this Agreement

Dated this 11th day of August 1983.

Because both parties have been unable to agree upon certain issues arising from the 1981-82 Memorandum of Agreement and because both parties are desirous of obtaining a signed Collective Agreement, it is agreed that in order to enable the 1981-82 Collective Agreement to be signed, the areas of disagreement will be set out in this Schedule.

It is intended that by so doing, neither party will prejudice its position or views on these issues if either of the areas of disagreement were ever to reach arbitration.

The area of disagreement between the parties centers on whether meal breaks and meal allowances are applicable to certain categories of employees.

(a) The Employer takes the position that the application of and accessibility to meal breaks and meal allowances only applies to Regular Full-Time and Temporary Full-Time Employees.

(b) The Union takes the position that both meal breaks and meal allowances also apply to Auxiliary and/or Regular Part-Time Employees and that such application is on the basis of the employees working the equivalent of a regular day of a Full-Time Employee and where overtime subsequently occurs of such duration for the employee to qualify for a paid meal break, then such break would be paid at the appropriate overtime rate.

Because neither party wishes to alter their position and because both parties still desire to obtain a 1981-82 signed Collective Agreement it is agreed for the purposes of achieving both ends that:

> Article VII, Section 6, (d) and (e) of the 1981-82 Collective Agreement will reflect the terminology "employee" and no reference will be made to Full-Time Employee.

This Schedule will be considered no longer in full force or effect when the differences on these issues have been resolved between the parties.

SCHEDULE "E"

This is Schedule "E" referred to in Article 12.11 of this Agreement

TABLE SHOWING REGULAR ANNUAL VACATION AND SUPPLEMENTARY VACATION ENTITLEMENT IN WORKING DAYS FOR THE YEARS 2016-2027 BY YEAR HIRED

YEAR HIRED	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
2027												15
2026											15	15
2025										15	15	15
2024									15	15	15	15
2023								15	15	15	15	15
2022							15	15	15	15	15	15
2021						15	15	15	15	15	15	15
2020					15	15	15	15	15	15	15	20
2019				15	15	15	15	15	15	15	20	20
2018			15	15	15	15	15	15	15	20	20	20
2017		15	15	15	15	15	15	15	20	20	20	20/5
2016	15	15	15	15	15	15	15	20	20	20	20/5	20
2015	15	15	15	15	15	15	20	20	20	20/5	20	20
2014	15	15	15	15	15	20	20	20	20/5	20	20	20
2013	15	15	15	15	20	20	20	20/5	20	20	20	20
2012	15	15	15	20	20	20	20/5	20	20	20	20	25/5
2011	15	15	20	20	20	20/5	20	20	20	20	25/5	25
2010	15	20	20	20	20/5	20	20	20	20	25/5	25	25
2009	20	20	20	20/5	20	20	20	20	25/5	25	25	25
2008	20	20	20/5	20	20	20	20	25/5	25	25	25	25
2007	20	20/5	20	20	20	20	25/5	25	25	25	25	25/5
2006	20/5	20	20	20	20	25/5	25	25	25	25	25/5	25
2005	20	20	20	20	25/5	25	25	25	25	25/5	25	30
2004	20	20	20	25/5	25	25	25	25	25/5	25	30	30
2003	20	20	25/5	25	25	25	25	25/5	25	25	30	30
2002	20	25/5	25	25	25	25	25/5	25	25	30	30	30/5
2001	25/5	25	25	25	25	25/5	25	25	30	30	30/5	30
2000	25	25	25	25	25/5	25	25	30	30	30/5	30	30
1999	25	25	25	25/5	25	25	30	30	30/5	30	30	30
1998	25	25	25/5	25	25	30	30	30/5	30	30	30	30
1997	25	25/5	25	25	30	30	30/5	30	30	30	30	30/5
1996	25/5	25	25	30	30	30/5	30	30	30	30	30/5	30
1995	25	25	30	30	30/5	30	30	30	30	30/5	30	30
1994	25	30	30	30/5	30	30	30	30	30/5	30	30	30
1993	30	30	30/5	30	30	30	30	30/5	30	30	30	30

SCHEDULE "E" (cont'd)

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 5 days are credited.

Example:

> An employee hired in 1997 is in their 11th calendar year during 2007. The employee in 2007 will be credited with 5 supplementary working days which may be taken at any time between 2007 and 2011, both years included. In 2012 the employee will be credited with a further 5 supplementary working days, etc.

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

SCHEDULE "F" – EMPLOYMENT STANDARDS ACT PRINCIPLES

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

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.

This letter of Understanding referred to in Articles 8.2 and 20 of this Agreement.

LETTER OF UNDERSTANDING – HOURS OF WORK AND ACCUMULATED TIME OFF

between

The Delta Police Board (the "Employer")

and

The Canadian Union of Public Employees, Local 454 (the "Union")

A. Hours of Work

Effective 1999 February 23:

The following provisions shall be in addition to the Hours of Work provisions contained in the Collective Agreement:

1. The Employer shall have the ability to establish shifts on a 24 hour, 7 day basis for all employees except those covered by paragraphs A2 and A3. Employees covered by paragraph A2 or A3 who change positions as a result of successfully applying for posted positions shall no longer be covered by paragraph A2 or A3 and instead shall work the hours of work indicated for the posted position.

2. Regular Full-Time Employees employed before 1992 April 09, who are working day shift, shall not be required to work shifts pursuant to this Letter of Understanding and shall remain covered by the Hours of Work provisions contained in the Collective Agreement.

3. Regular Full-Time Employees employed before 1992 April 09, who are working rotating day/afternoon shifts in the Records Section, shall not be required to work shifts pursuant to this Letter of Understanding but shall continue to work their current shifts. The existence of this Letter of Understanding shall not prejudice either the Employers' or the Unions' position with regard to the current rotating shifts.

4. The Employer shall provide affected employees with a minimum of 48 hours' notice of a change in their start and finish times and a minimum of 1 weeks' notice of a change in their days of work, it being understood that such notice shall apply to all employees whether or not their shift is covered by this Letter of Understanding.

5. The Employer and the Union agree to meet as necessary to discuss additional shifting arrangements not already provided for in either the Collective Agreement or this Letter of Understanding, such as the period from midnight to 8 a.m.

LETTER OF UNDERSTANDING – HOURS OF WORK AND ACCUMULATED TIME OFF (cont'd)

B. Accumulated Time Off

The following provisions shall apply to all employees working a five (5) day week:

1. Each employee shall work an extra one-half (½) hour at straight-time rates each day to be accumulated as paid time off. Employees shall work the extra one-half (½) hour by reducing their current unpaid one (1) hour lunch break to one-half (½) hour.
2. The extra one-half (½) hour worked each day shall not trigger overtime, shift premium, or any other premium payment.
3. Accumulated Time Off (ATO) shall only be earned when an employee is actually at work and works the extra one-half (½) hour, e.g., it shall not be earned while on vacation, sick leave, public holidays, paid or unpaid leave of absence, or while absent on ATO.
4. ATO shall be taken off in the year it is earned unless mutually agreed otherwise by the employee and the Supervisor, but in no event shall it be taken later than March 15 of the following year. All ATO absences must be approved by the employee's Supervisor.
5. It is understood that as far as possible employees shall use ATO for doctor and dental appointments.
6. Acting Pay shall not be paid to employees performing higher level duties as a result of other employees being absent on ATO for periods of one (1) full day or less. Where an employee acts in a senior position for more than one (1) full day, the employee shall be paid for the first day.

This Letter of Understanding shall continue in force until 1993 December 31 and shall remain in force thereafter until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed.

SIGNED ON BEHALF OF THE EMPLOYER	SIGNED ON BEHALF OF THE UNION
"Malcolm Graham"	"J. Badali"
"Richard M. Scott"	"Neil M. Bradbury"

DATED: 1992 March 11

This Letter of Understanding was amended by the 1997-1999 Memorandum of Agreement dated 1999 January 26 and by the 2003-2006 Memorandum of Agreement dated 2003 March 28.

This is the Letter of Understanding referred to in Article 20 of this Agreement.

LETTER OF UNDERSTANDING – JOB SHARING - CIVILIANS

between

THE DELTA POLICE BOARD
(hereinafter called "the Employer") and the

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

The Employer and the Union agree that where a regular full-time employee requests to share their full-time position, that such job sharing agreements be mutually agreed upon using the following principles PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the Collective Agreement, except as specifically provided herein:

1. General

Where a regular full-time employee occupying a regular full-time position requests to share their position with another employee and has received formal approval from the Department Head and the Union, the Employee shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

2. Procedure

a) A regular full-time employee shall apply in writing to their Department Head indicating the reason for the request including the schedule of hours to be worked by each employee. A copy of this request shall be forwarded to the Union and the Superintendent, Administration Branch.

b) Upon receipt of each application the Department Head will consult with our Human Resources and the Union and will make a determination as to whether the Job Share request will be approved and advise the employee accordingly.

c) Any vacancy arising from a Job Share arrangement will be posted consistent with the Collective Agreement.

d) Participation shall be limited to regular full-time and regular part-time employees who have completed their probationary period and are considered by the Employer to be qualified and capable of undertaking the work of the position proposed for job sharing.

e) Participation in any Job Sharing arrangement shall normally be arranged from within the same classification.

f) The position shall be shared on a 50-50 basis, the position can be split in a manner agreeable to the two job-share partners, their supervisor and the Department Head.

LETTER OF UNDERSTANDING – JOB SHARING – CIVILIANS (cont'd)

g) When a Job Sharing arrangement is approved, the Employer will prepare a letter covering the terms and conditions of the Job Sharing arrangement to be signed by the Union and the Employer.

h) Regular full-time employees will have their benefits prorated according to the proportion of their weekly hours to normal weekly hours for a full-time employee of same classification.

i) Regular part-time employees with benefits will continue to receive their benefits on a prorated basis. Regular part-time employees without benefits will continue to receive the same in lieu of benefits as they would have prior to entering the job share arrangement.

j) Participating members of a Job Share arrangement are not entitled to jointly apply for promotions or transfers.

3. Duration

a) In order to allow the Job Sharing partners a reasonable time-frame in which to examine the suitability of each Job Sharing arrangement, each Job Sharing arrangement will be considered a trial Job Share for the first twelve months and will be reviewed annually thereafter.

b) A Job Sharing arrangement may be terminated by either of the employees, by the Employer, or by the Union provided thirty (30) calendar day's written notice has been served to the other parties. Other employees temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.

c) At the end of the Job Sharing term, the incumbents will revert to their previous positions.

4. Employee Status and Working Conditions

a) A regular full-time employee in a Job Sharing arrangement shall continue to maintain the status of a regular full-time employee during the period of time covered by the Job Sharing arrangement and shall accumulate service seniority in proportion to the scheduled hours compared to the full-time hours of the position. Such an employee shall be entitled to exercise bidding rights as a regular full-time employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.

b) The hours of work for the Job Share positions shall be as stated in the Collective Agreement. The Letter of Understanding for "Accumulated Time Off" shall not apply.

LETTER OF UNDERSTANDING – JOB SHARING – CIVILIANS (cont'd)

c) The Job Sharing of a position will be on the basis of a 50/50 share. The work schedule for the position will remain as if the position were not shared. For the purposes of applying overtime (over daily or weekly maximum for a regular full-time position) and shift differential the Job Share will be treated as if it was a regular full-time position. The Employer will endeavor to be equitable.

d) The general principles with respect to wage rates, employee benefit entitlements and premium payment for regular full-time employees in Job Sharing arrangements are as follows:

i. Wage shall be paid in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

ii. Paid leave benefits, such as Vacation, Public Holidays and Sick Leave shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

5. Benefits and Entitlements

a) Vacation Entitlement

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the employee for the period of time spent in the Job Sharing arrangement and as such any future vacation entitlement shall not be delayed as a result of time spent in a Job Sharing arrangement.

b) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of an employee participating in a Job Sharing arrangement.

c) Public Holidays

Where an employee's normal hours of work are based on a five (5) day week, the employee shall take public holidays as they occur. The employee's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

LETTER OF UNDERSTANDING – JOB SHARING – CIVILIANS (cont'd)

d) Medical Services Plan, Extended Health, Dental and Group Life

The Employer shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the employees new scheduled hours compared to the full-time hours of the position being shared and the premiums normally paid by the Employer for a full-time employee. The employee shall pay the balance in order to maintain full coverage.
An example of the calculation of the Employer's share is as follows: Employer share: 17.5 (scheduled hours)/35 (normal full-time hours)
x 75% (employer's portion of premium)
= 37.5% of premium

e) Sick Leave

For the period of the Job Sharing arrangement, the employee shall have sick leave credited on a prorated basis, calculated on the same proportionate basis as the employee's new scheduled hours bears to the full-time hours of the position being shared.

f) Municipal Superannuation Plan

Participants in a Job Share arrangement will continue their contributions to the Municipal Superannuation Plan and Special Agreement Plan on the basis of hours worked.

g) Increments

Employees sharing a position shall be eligible for increments on a prorated basis, calculated on the basis of hours worked.

6. Termination

Either party (Employer or Union) may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

Signed this 28 day of February, 2002.

SIGNED ON BEHALF OF THE EMPLOYER	SIGNED ON BEHALF OF THE UNION
"unidentified"	"Darryl Robison"
"C/C Jim Cessford" Chief	"E. Hammersmark"
"Pat Hart"	"unidentified"
	"K. Lastoria"

This is the Letter of Understanding referred to in Article 20 of this Agreement.

LETTER OF UNDERSTANDING – CLASSIFICATION AND VALUATION REVIEWS

between

THE DELTA POLICE BOARD
(hereinafter called "the Employer") and the

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

1. This Letter of Understanding shall apply to all classification and valuation reviews and grievances as of the date of signing, and continue in effect until cancelled and can be cancelled by either party with sixty days of written notice. It is agreed between the Board and the Union that the following procedures and classification and valuation criteria shall apply henceforth in the event that the Union, or the Board shall initiate a review of a position or class of positions with respect to classification or valuation, or the Board shall establish a new class of position. It is further agreed that an employee can initiate a request for reclassification only.

   It is agreed between the parties that the class specifications in existence as of the date of this agreement shall be recognized and accepted by the Board and by the Union to be the foundation for the procedures contained in the Letter of Understanding.

2. **Purpose**

   The purpose of a classification and/or valuation review shall be to analyze, classify and/or evaluate positions and classes of position with reference to and by comparison with the criteria specified herein.

3. **Class of Positions**

   Class or class of positions means a group of positions within the jurisdiction of an individual Employer which are sufficiently similar with respect to type of duties, level of responsibilities and required qualifications, that the same descriptive title and the same monetary value may be equitably applied under substantially the same employment conditions and includes a single position which is not sufficiently similar to the aforementioned respects so as to warrant grouping it together with any other position.

4. **Reclassification Request – Who Can Initiate**

   In any case where it is claimed that the duties, responsibilities or required qualifications of a position have been significantly changed, or are sufficiently dissimilar from the type of duties, level of responsibilities or required qualifications as described in the class specifications for the class to which the position is currently assigned so as to warrant reclassification, either the Board or the Union or the incumbent employee may at any time initiate a request for reclassification of such position or if the Board at any time wishes to initiate or review of one or more positions within its jurisdiction for the purpose of determining whether or not it or they are properly classified. Any request for reclassification must identify the reason for the request.

LETTER OF UNDERSTANDING – CLASSIFICATION AND VALUATION REVIEWS (cont'd)

5. **Revaluation Review – Who Can Initiate**

In any case where it is not claimed that the duties, responsibilities or required qualifications of a class of positions have been significantly changed, either the Board or the Union may nevertheless at any time initiate a request for revaluation of such classes of positions on the basis of a claim that such class of positions bears an inappropriate value when compared to criteria set out within this Letter of Understanding. Any request for revaluation must identify the reason for such request.

6. **Questionnaire Distribution and Completion**

Classification questionnaires shall be distributed by the Human Resources Branch to each employee occupying a position identified under a review request, regardless of how initiated. Each employee shall within fourteen (14) calendar days of receipt of the questionnaire complete the appropriate sections of the document and forward it to the Human Resources Branch.

The Human Resources Branch shall then distribute the questionnaires to the appropriate Supervisor and Manager for completion of the designated sections within a further fourteen (14) calendar days. The Manager shall return the completed questionnaires to the Human Resources Branch which shall, within a further seven (7) calendar days, forward them to the GVRD, Labour Relations Department (hereafter 'the LRD'), with a copy of each being simultaneously provided to the Union.

7. **Interviews**

Upon receipt of the completed questionnaires, the LRD will interview each position incumbent, or such representative position incumbents as are considered necessary, through the use of questionnaires and personal interviews with the position incumbents, and with Supervisors and Managers as required. The interviews, together with a report to the Board shall be completed within sixty (60) days of the date that the completed questionnaires are received by the LRD.

8. **Assignment of Classes to Occupational Groups**

Each class covered by the Collective Agreement is assigned to one or more occupational groups by mutual agreement as attached.

Each new class of positions which is established shall be assigned by the Employer to one or more occupational groups, and the Employer's decision which shall be communicated to the Union, shall have effect unless amended by mutual consent of the parties.

LETTER OF UNDERSTANDING – CLASSIFICATION AND VALUATION REVIEWS (cont'd)

9. **Assignment of New Positions**

The Board shall possess the right to establish new positions. In each such case, the Board shall be required on a provisional basis to assign the position to an existing class, or to establish and evaluate a new class.

Where the Board has assigned the position on a provisional basis, there will be a subsequent review within six months of the position being filled, to ensure that the position has been properly classified and valued and a report shall be submitted to the Union.

10. **Valuation of Classes**

The LRD will assign a value to each new class of positions in a sound and equitable manner employing valuation criteria that exist within:

a) directly related internal classes of positions;

b) directly related external classes of positions within the pay plans maintained by the LRD.

In the event that anomalies or inconsistencies are apparent on the face of the criteria set out above, then the agreed to GVRD Regional Standard Benchmarks and amendments thereto as attached shall constitute the terminative criteria for valuation purposes and such criteria shall form part of the Letter of Understanding.

11. **Report to the Union**

The Board shall prepare and submit a final report to the Union within thirty (30) calendar days of receiving the report in paragraph #7 above. The final report shall contain the following information covering each review:

a) a listing allocating all positions to classes;

b) class specifications;

c) a designation of the occupational group(s) to which each class has been allocated, and

d) a valuation determination with respect to each class, predicated upon the criteria outlined in paragraph 10.

12. **Union Acceptance of Corporation Decision**

If the Union accepts the decision of the Board, the Union shall within thirty (30) calendar days notify the Board in writing of acceptance, and such written acceptance shall be deemed to be final and binding upon both the Board and the Union.

LETTER OF UNDERSTANDING – CLASSIFICATION AND VALUATION REVIEWS (cont'd)

13. **Submission of Disputes**

In the event that the Union disputes either a classification decision or a valuation decision contained in the Board's report, then within thirty (30) calendar days of receipt of such report the Union shall submit in writing to the Board both the specific reasons for its disagreement and the remedy being sought.

The Union shall in respect of both its disagreement and its proposed solution limit its argument to the criteria set out in paragraph 10. Further, the Union shall limit its disagreement to:

a) factual errors or omissions in the class specifications;

b) inappropriate allocation of positions to classes; and/or

c) valuation of decisions.

14. **Resolution of Disputes**

Joint Committee

Any dispute submitted by the Union in accordance with the above shall be referred to a committee comprised of two representatives appointed by the Board and two representatives appointed by the Union.

The decision of the committee in respect of any such dispute shall be final and binding on both parties.

Arbitration

In the event that the committee is not able to reach agreement with respect to a dispute referred in accordance with the above, then within thirty (30) calendar days of the expiry of the committee's deliberations as set out above, the Union may refer the dispute to a mutually agreeable Arbitrator. Both parties shall limit their respective submissions to the Arbitrator to the criteria limitations set out in paragraphs ten and thirteen, and the Arbitrator shall in turn base his/her decision upon the same criteria.

Not later than fourteen (14) calendar days prior to the Arbitration Hearing date, the parties shall meet to exchange the facts and evidence to be presented at the Hearing. Within seven (7) days following the meeting, each party shall confirm in writing the facts and evidence they provided at the meeting. In the event either party wishes to submit new facts or evidence not exchanged prior to Hearing, they may do so upon mutual agreement of the parties.

The decision of the Arbitrator shall be final and binding upon both parties.

LETTER OF UNDERSTANDING – CLASSIFICATION AND VALUATION REVIEWS (cont'd)

15. **Implementation**

The effective date of any changes resulting from a review initiated under these procedures shall be the date a review request was initiated in writing, and in any event no later than the date an employee completes a classification questionnaire.

16. **Reclassification – Upward**

In the event a class or class of positions is reclassified upwards, each incumbent will receive the new rate for the class in all cases where there exists a single rate of pay for such class. Where there exists a pay range for the class, each incumbent will be placed on the lowest step of the new pay range which exceeds the incumbent's previous rate. The increment date for an incumbent shall be amended accordingly

17. **Revaluation – Upward**

In the event a class is revalued upwards, each incumbent occupying a position within such class will receive the new rate for the class in all cases where there exists a single rate of pay for the said class. Where there exists a pay range for the class, each incumbent will be placed on the same step of the new pay range as occupied on the pay range for the class to which the incumbent's position previously belonged. The increment date for the incumbent of a position whose class has been revalued shall not be amended.

18. **Reclassification and Revaluation – Downward**

In the event a position or class of positions is reclassified downwards, or in the event a class of positions is revalued downwards, each incumbent of any such position shall be treated at the discretion of the Board in accordance with one or other of the two following methods:

a) The incumbent shall with immediate effect have his/her rate of pay reduced to the appropriate new level for the class, and shall at the earliest reasonable opportunity following such reduction be paid a lump sum equivalent to twenty-four (24) times the monthly difference in the case of a salaried employee, or four thousand, one hundred, seventy-six (4,176) times the hourly difference in the case of an hourly rated employee, between the former pay rate and the new reduced pay rate; or

b) For as long as the incumbent continues to occupy any position covered by the collective agreement, (s)he shall suffer no reduction in the rate of pay by virtue only of a reclassification downwards or a revaluation downwards and shall continue to receive all general pay increases and increments to which (s)he would otherwise have been entitled, PROVIDED THAT at any time during the two (2) years immediately following the date when the position was reclassified or the class in which the position was grouped, was revalued, then notwithstanding such reclassification or revaluation, the Employer may unilaterally promote such incumbent to any other vacant positions for which (s)he is qualified, and which is valued at the same level as the position was formerly valued.

LETTER OF UNDERSTANDING – CLASSIFICATION AND VALUATION REVIEWS (cont'd)

c) For the purposes of paragraph 18(a) where there exists a pay range for the class in question, the "appropriate new level for the class" shall have the following results:

1. in all case of reclassification downwards, each incumbent occupying a position within such class, will be placed on the highest step of the new pay range which is lower than such incumbent's previous rate, and the increment date for each such incumbent shall be amended accordingly.

2. in all case of revaluation downwards; each incumbent occupying a position within such class, will be placed on the same step of the new pay range as such incumbent occupied on the pay range for the class to which such incumbent's position previously belonged, and the increment date for each such incumbent shall not be amended.

19. **Extension of Time Limits**

Any time limit mentioned in this Letter may be extended by mutual agreement.

DATED at DELTA in the Province of British Columbia this 28 day of April, 2003.

Representatives for the Delta Police Board	Representatives for the Union
PAT HART	DARRYL ROBISON
"unidentified"	"unidentified"

LETTER OF UNDERSTANDING – AFTER HOURS/AUXILIARY CASE WORKERS – VICTIM SERVICES

Between the Delta Police Board (Hereinafter called the "Employer")

And the

Canadian Union of Public Employees, Local 454 (Hereinafter called the Union")

The Victim Services Unit of the Delta Police Department provides crisis intervention services to victims and witnesses of crime and other forms of trauma. Crisis intervention services consist primarily of responding to requests from police officers of the Delta Police Department to provide emergency supports within the community.

Accordingly, the parties hereby agree as follows:

The Delta Police Department hire up to a maximum of six (6) auxiliary Victim Services Case Workers to be on standby and available to take calls and respond to community emergencies during specific non business hours.

Standby Duty and Pay:

For the purpose of this Memorandum of Understanding, standby duty means that the auxiliary Victim Services Case Workers are designated by the Victim Services Coordinator for a specified time period to be available on-call by phone and to be available within 30 minutes travel time of the Delta Police Department, to attend a scene and carry out victim services.

The specific standby duty hours shall be posted a minimum of one month in advance as will the auxiliary Victim Services Case Workers standby schedule.

Auxiliary Victim Services Case Workers on standby duty shall receive:

a) $1.50 per hour for standby (no callout)

b) Minimum of 2 hours at PG18 for every callout.
(for every hour called out, 1 (one) hour is deducted from the $1.50 standby rate)

c) Minimum of 1 (one) hour pay at PG 18 per phone call made from home

Auxiliary Victim Services Case Workers will not be entitled to Callout (article 9) and Standby Pay (article 9.5) or as per Schedule "B" in the Collective Agreement.

Telephone Calls:

Auxiliary Victim Services Case Workers designated on standby duty may occasionally be required to take/make telephone calls while at home to provide emotional support or assistance to clients. Such designated employees shall be compensated a minimum of one (1) hour straight time pay at their specific hourly rate (PG 18) for the time spent on the telephone providing emotional support or assistance to clients. Should more than one (1) call occur within the same one (1) hour period, then the one (1) hour straight time pay would cover such calls. Auxiliary Victim Services

LETTER OF UNDERSTANDING – AFTER HOURS/AUXILIARY CASE WORKERS (cont'd)

Case Workers designated on standby duty will not be compensated pay for enquiries or referral telephone calls from dispatch. Only direct calls with clients will be considered towards compensation.

Minimum Hours and Overtime:

Auxiliary Victim Services Case Workers shall receive a minimum of 2 (two) hours pay for hours worked to either attend a callout or perform any other office work within the Victim Services Unit.

Overtime will be paid only for hours worked beyond 35 hours in one (1) week.

Training:

In order to ensure that the Department continues to provide the appropriate level of support to community members and are able to respond to emergency incidents, it is imperative that the auxiliary Victim Services Case Workers maintain a high level of skill and expertise and that they continue to receive ongoing training.

Accordingly, auxiliary Victim Services Case Workers covered by this Memorandum of Understanding must maintain an active paid or volunteer status in a Police based Victim Services Program. Auxiliary Victim Services Case Workers will be compensated for any training and development undertaken which is pre-approved by the program Coordinator and which relates to their respective position.

Either party may terminate the operation of this agreement by providing the other with 30 (thirty) days notice.

Agreed to this 16 day of January, 2013.

Signed on behalf of the Delta Police Board	Signed on behalf of CUPE, Local 454:
"J. Trasler"	"Darryl Robison"
"D/C R. Drinovz"	"K. Lastoria"

LETTER OF UNDERSTANDING – DOG HANDLER - CIVILIANS

between

The Delta Police Board (the "Employer")

and

The Canadian Union of Public Employees, Local 454 (the "Union")

The use of an assistance dog in the day-to-day operations of Delta Police Department has been approved by the Delta Police Board as a recognized business need. The care and training of the assigned dog will be undertaken by employees who are members of the Union and who are trained as handlers by Pacific Assistance Dogs (or another organization approved by the Employer). In recognition of the fact that these civilian employees will care for their dog both during working and non-working hours, including having the dog live in their home, the Employer and the Union have agreed to provide the following premium to these employees:

> An employee who is required to act in the capacity of a Dog Handler shall receive, in addition to their regular pay, compensation in the amount of 4.0% of their regular hourly rate of pay times seven (7) hours. This amount shall be payable for each day they have care and custody of the assistance dog.

This letter shall remain in full force and effect unless it is cancelled by either party serving thirty (30) days written notice to the other party of their intention to cancel the letter.

SIGNED ON BEHALF OF THE EMPLOYER	SIGNED ON BEHALF OF THE UNION
"J. Trasler"	
HR Manager, DPD	"S. Stephens"
DATED: October 12th, 2010	DATED: Oct. 22/10

This is the Letter of Understanding referred to in Article 20 of this Agreement

LETTER OF UNDERSTANDING – SICK LEAVE BANK RETENTION

between

THE DELTA POLICE BOARD
(hereinafter called "the Employer") and the

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

Effective on the date of ratification of the renewal of the 2007 – 2011 Collective Agreement, the Employer and the Union agree that in order to preserve an employee's sick leave bank in the event that they convert from Regular Full-Time, Regular Part-Time or Temporary Full-time employees to Auxiliary status, the following shall occur:

This letter will provide for the retention of an employee's sick leave bank for a period of two (2) years for Regular Full-Time, Regular Part-Time or Temporary Full-Time employees who convert to Auxiliary status within one month of the end of their regular or temporary employment. The Employee will not have access to the sick bank as an Auxiliary employee however, if the employee subsequently reverts back to Regular Full-Time, Regular Part-Time or Temporary Full Time, within that two (2) year period, the sick leave bank as frozen will be restored. After two (2) years of exiting the Regular or Temporary employment, the sick leave bank will dissolve.

If adopted by Delta Police Board AND the Membership of CUPE Local 454, this Letter of Understanding shall remain in force until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed.

Signed this 16 day of January, 2013.

SIGNED ON BEHALF OF THE EMPLOYER	SIGNED ON BEHALF OF THE UNION
"J. Trasler"	"Darryl Robison"
"D/C R. Drinovz"	"K. Lastoria"

LETTER OF UNDERSTANDING – RETENTION OF AUXILIARY PERCENTAGE IN LIEU OF BENEFITS

between

THE DELTA POLICE BOARD
(hereinafter called "the Employer") and the

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

Effective on the date of ratification of the renewal of the 2007 – 2011 Collective Agreement, the Employer and the Union agree that:

In the event that an employee, who has achieved Auxiliary Seniority Hours and the associated percentage in lieu of benefits during their employment as Auxiliary employee, changes status from Auxiliary to Regular Full-Time, Regular Part-Time or Temporary Full-Time, and reverts to Auxiliary status within 2 years of their appointment to regular or temporary status and within one month of the end of their regular or temporary employment, the Auxiliary percentage in lieu will be restored at the previous level. Seniority as an Auxiliary will commence the date they return to Auxiliary with zero hours towards the next increment.

If adopted by Delta Police Board AND the Membership of CUPE Local 454, this Letter of Understanding shall remain in force until either party serves written notice to cancel it during a period of bargaining. Such cancellation shall only be effective at the conclusion of such bargaining if no other arrangements are mutually agreed.

Signed this 16 day of January, 2013.

SIGNED ON BEHALF OF THE EMPLOYER	SIGNED ON BEHALF OF THE UNION
"J. Trasler"	"Darryl Robison"
"D/C R. Drinovz"	"K. Lastoria"

LETTER OF UNDERSTANDING – RECLASSIFICATION REQUEST TRANSLATION OF AUDIO/VIDEO MATERIAL

between

THE DELTA POLICE BOARD

(the "Employer") and

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 454

(the "Union")

Effective July 21, 2014, the Employer and the Union agree to compensate employees in the Clerk Typist II classification who are engaged in duties relating to the translation of audio/video material from Punjabi to English or vice versa.

When engaged in such duties, employees will record the hours on their timesheet in increments of 1 hour (over and above 1 hour, partial hours to be compensated in 15 minute increments) and will be compensated at Pay Grade 15. The rules of promotion will apply.

Translation duties which attract Pay Grade 15 are:

- Transcription of either audio or video statement from Punjabi to English or vice versa;
- Proof reading of either audio or video statement from Punjabi to English or vice versa.

The employees listed below will receive compensation for hours engaged on duties as detailed above from January 1, 2014 to July 20, 2014:

- Kiran Basi (171.25 hours)
- Gagan Grewal (2.5 hours)
- Aman Lalli (10.75 hours)
- Rajwinder Dhinsa (50.25 hours)
- Harmeet Uppal (6.5 hours)

Either party (Employer or Union) may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party.

Signed this 22nd day of July, 2014:

SIGNED ON BEHALF OF THE EMPLOYER	SIGNED ON BEHALF OF THE UNION
"J. Trasler"	"J. Clarke"
Julia Trasler, HR & Admin Mgr	Jennifer Clarke, CUPE 454 President