

2003

MEMORANDUM OF AGREEMENT

between the

DELTA POLICE BOARD
(hereinafter called "the Employer")

and the

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

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LABOUR RELATIONS DEPARTMENT OF THE GREATER VANCOUVER REGIONAL DISTRICT, ACTING ON BEHALF OF THE DELTA POLICE BOARD (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE DELTA POLICE BOARD;

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2003 JANUARY 01 AND EXPIRING 2006 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2000-2002 Collective Agreement continue except as specifically varied below by paragraphs 2 to 11 both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for four (4) years from 2003 January 01 to 2006 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

2003 MEMORANDUM OF AGREEMENT
DELTA POLICE BOARD – CUPE 454 (cont'd)

3. **General Increase**

- (a) Effective 2003 January 01, all hourly rates of pay which were in effect on 2002 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (b) Effective 2004 January 01, all hourly rates of pay which were in effect on 2003 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2005 January 01, all hourly rates of pay which were in effect on 2004 December 31 shall be increased by two and one-half percent (2.5%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective April 1, 2006: all hourly rates of pay which were in effect on March 31, 2006 shall be increased by the greater of:
 - (i) three percent (3.0%). The new hourly rates shall be rounded to the nearest whole cent,

or
 - (ii) three percent (3.0%) plus one-half of the amount by which the Consumer Price Index (CPI all item market basket) for Vancouver, BC exceeds three percent for the 12 month period ending on February 28, 2006. This calculation will be made by comparing the difference of the CPI value for February 2006 over February 2005. The CPI calculation will be taken to the second decimal place following arithmetical rules of rounding. The new hourly wage rates calculated from the aforementioned shall be rounded to the nearest whole cent.

4. **Conversions**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to the conversion of the following positions from Temporary Full-Time to Regular Full-Time. If an incumbent is indicated, they shall receive the position without posting and without serving initial probation:

- Communications Operator II RFT Mary-Ann Taylor, Sarah Swallow, Sharon Sparrow
- Clerk Typist II (1) RFT to be posted
- PIRS – OSR Operator RFT to be posted

5. **Overtime Banking**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 9.2 by:

- (a) putting an “(a)” in front of the current provision;
- (b) adding paragraphs “(b)” and “(c)” as follows:
 - “(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.”

6. **Extended Health Benefits**

The Employer and the Union agree to:

- (a) effective the first of the month following the date of ratification, increase the coverage for orthotics to the amount of \$300 every five (5) years;
- (b) effective the first of the month following the date of ratification, increase the coverage for the following paramedicals as follows: chiropractic and naturopath to a combined maximum of \$300.00 per calendar year; acupuncture to a maximum of \$200.00 per calendar year; and podiatrist to a maximum of \$350.00 per calendar year.
- (c) effective 2004 January 01, add coverage for eye exams in the amount of \$75 every two (2) years;
- (d) effective 2004 January 01, add coverage for oral contraceptives;
- (e) effective 2004 January 01, increase the EHB deductible to \$50; effective 2005 January 01, increase the EHB deductible to \$100.
- (f) effective 2006 January 01, increase vision care coverage to \$300.00 every two (2) calendar years;

2003 MEMORANDUM OF AGREEMENT
DELTA POLICE BOARD – CUPE 454 (cont'd)

- (g) effective 2006 January 01, increase the coverage for chiropractic and naturopath to a combined maximum of \$500.00 per calendar year;
- (h) effective 2006 January 01, increase the EHB deductible to \$150 and increase the lifetime maximum on Dental Plan “C” to \$4500.

Subject to mutual agreement on the wording, the Employer and the Union agree to reflect the coverage listed in (a), (c), (d), (e), (f) and (h) above in Articles 11.2 and 11.3.

7. **Funeral Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the words “brother-in-law” and “sister-in-law” to Article 13.2(a)(i).

8. **In-Service Probation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 14.3 by:

- (a) replacing the words “thirty (30) working days.....covered by Schedule “A”” with the words “ninety (90) working days” in Article 14.3(a); and
- (b) deleting Article 14.3(b).

9. **Joint Labour/Management Committee**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 18.2 by replacing the words “three (3) representatives of the Board” with the words “two (2) or three (3) representatives of the Board”.

10. **Benefits Discussions/Committee**

The Employer and the Union agree to establish a Joint Benefits Committee consisting of not more than three (3) representatives of the Union and three (3) representatives of the Employer (including a representative of the GVRD Labour Relations Department).

The Committee shall meet as often as necessary to study, review and discuss potential changes to Health and Welfare Benefits, Sick Leave Plans, and Long Term Disability.

The Committee shall report its findings and recommendations by 2004 December 31 to their respective principals. Such recommendations may be implemented by mutual agreement of the parties.

2003 MEMORANDUM OF AGREEMENT
DELTA POLICE BOARD – CUPE 454 (cont'd)

11. **Housekeeping**

Effective 2003 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in that new Collective Agreement. Such items also include:

- (a) make the following amendments to Article 3 – Exemptions:
 - change “Police Inspectors” to read “Police Superintendents”;
 - change “Secretary to the Chief Constable” to read “Assistant to the Chief Constable”; and
 - add “Manager, Financial & Administrative Services”;
- (b) replace the wording “Human Rights Act” with “Human Rights Code” in Article 4;
- (c) amend Article 12.4(b) to reflect the more accurate daily prorating done by the new payroll system;
- (d) delete the words “thirty (30) or” in Article 14.2;
- (e) delete the words “on and after 1995 April 26” from Article 14.9(b) and delete Article 14.9(c);
- (f) update Schedule “A” by amending the OSR Clerk pay grade from “14” to “15”;
- (g) update Schedule “A” by adding “Victim Services Coordinator”;
- (h) delete Schedule “B” and the reference to Trades II Mechanic in the Letter of Understanding on Hours of Work and Accumulated Time Off;
- (i) replace “Municipal Superannuation Plan” with “Municipal Pension Plan”.

13. **Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of ratification of this Memorandum of Agreement, then for the purposes of drafting the new Collective Agreement, the amended or new provision only shall appear in the new Collective Agreement together with a sentence referencing its effective date.

2003 MEMORANDUM OF AGREEMENT
DELTA POLICE BOARD – CUPE 454 (cont'd)

14. **Ratification**

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

Signed this ____ day of _____, 2003.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
CUPE LOCAL 454:

