

2007

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 IF THAT BOARD APPROVES, THEN TO THE CORPORATION OF DELTA COUNCIL;

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2007 JANUARY 01 AND EXPIRING 2011 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2003-2006 Collective Agreement continue except as specifically varied below by paragraphs 2 to 22 both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for five (5) years from 2007 January 01 to 2011 December 31, both dates inclusive. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

3. **General Increase**

- (a) Effective 2007 January 01, all hourly rates of pay which were in effect on 2006 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.



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- (b) Effective 2008 January 01, all hourly rates of pay which were in effect on 2007 December 31 shall be increased by three percent (3%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2009 January 01, all hourly rates of pay which were in effect on 2008 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) Effective 2010 January 01, all hourly rates of pay which were in effect on 2009 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.
- (e) Effective 2011 January 01, all hourly rates of pay which were in effect on 2010 December 31 shall be increased by four percent (4%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Cost Recovery – Overtime and Callout**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to Article 9 (and renumber the existing provisions):

“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 the Provincial Emergency Program, 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.”

5. **Shift Premium**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.1 by increasing the premium from “seventy-five cents (75¢)” to “eighty-five cents (85¢)”.

6. **First Aid Premium**

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 10.3 by increasing the OFA Level II premium from “\$85 per month” to “\$125 per month” and from “55¢ per hour” to “80¢ per hour” and by increasing the OFA Level III premium from “\$100 per month” to “\$145 per month” and from “65¢ per hour” to “95¢ per hour”.

7. **Benefit Eligibility Periods – Medical, Extended Health and Dental**

Effective as soon as possible following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend the Medical, Extended Health

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and Dental eligibility periods for Regular Full-Time and Regular Part-Time Employees only from six (6) months to the first of the month following the date of hire. The Employer and the Union agree to reflect the amended eligibility periods in Articles 11.2 and 11.3.

8. **Medical Services Plan - Cost Sharing**

Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.2 by increasing the premium cost sharing from seventy-five percent (75%) Employer-paid to eighty percent (80%) Employer-paid.

9. **Extended Health Care Plan - Improvements and Cost Sharing**

(a) Effective the first of the month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.2 by:

- (i) increasing the eye exam coverage from \$75 to \$100;
- (ii) increasing the Podiatrist coverage from \$350 to \$500 per calendar year;
- (iii) increasing the Speech Therapy coverage from \$100 to \$300 per calendar year;
- (iv) establishing a cap of \$1000 per calendar year on the Massage therapy coverage;
- (v) establishing a cap of \$1500 per calendar year on the Physiotherapy coverage; and
- (vi) amending the premium cost sharing from eighty-five percent (85%) Employer-paid to ninety percent (90%) Employer-paid.

(b) Effective 2008 January 01, the Employer and the Union agree to amend Article 11.2 by amending vision care coverage from \$300 to a maximum of \$500 per 24 month period and by including laser eye surgery as a part of the \$500 maximum coverage

10. **Annual Vacation**

Effective 2007 January 01, the Employer and the Union agree to amend Article 12.4 by deleting paragraph (a) and amending paragraph (b) to read as follows (re-number existing provisions):

- “(a) In the first calendar year of service, vacation will be granted on the basis of one-twelfth ( $1/12$ ) of fifteen (15) working days for each

month or portion of a month greater than one-half (½) worked by December 31st.”

11. **Grievance Procedure**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 16.2 of the Agreement to reverse steps 2 and 3 so that a grievance would go to the Joint Grievance Committee before it goes to the Chief Constable.

12. **Bereavement Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.2(a)(i) by adding “grandparent-in-law” after the word “grandparent”.

13. **Arbitration**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 16.3(a) and (b) to read as follows (and re-letter the existing paragraphs):

- “(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 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 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.”

14. **Temporary Full-Time/Auxiliary Employees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new provision to Schedule “B”, section 22(a):



- “(4) An Auxiliary Employee who has been employed full-time for more than six (6) continuous weeks shall commence on the first day of the seventh (7<sup>th</sup>) week, for the duration of full-time employment, to be designated as Temporary Full-Time. Upon being converted to Temporary Full-Time the employee shall cease to qualify for a percentage in lieu of benefits and commence serving the eligibility period for provisions applicable to Temporary Full-Time Employees. The eligibility time periods shall include the six (6) week period worked as an Auxiliary Employee.”

15. **Hours of Work and Overtime – Auxiliary Employees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to:

- (a) amend Schedule “B”, section 22(d) to read as follows:

“(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.”;

- (b) delete Schedule “B”, sections 22(f) and (g);

- (c) amend Schedule “B”, section 22(h)(i) and (ii) to read as follows:

“(h) Regular Part-Time and Auxiliary Employees shall be paid for overtime work at the following rates:

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

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

16. **Overtime for Statutory Holiday – Auxiliary Employees**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Schedule “B”, item 22(c) to read as follows:

- “(i) 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.



- (ii) 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.”

17. **Clothing and Equipment**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 18.9 to read as follows:

“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) Headsets to all employees in the Communications Operator and Switchboard classifications.
- (ii) Rubber boots, aprons and face shields, as required, for the use of employees in the Exhibits Custodian and Custodial Guard 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. **Quality Assurance Reviewer Training**

The Employer agrees to start the process of creating a “Trainer” classification for the training of Quality Assurance Reviewers, similar to that which exists for the Communications Operator, with an anticipated implementation date of 2007 December 31. Any new rate of pay will be retroactive to the date of ratification.

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

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report its findings and recommendations by 2007 December 31 to their respective principals. 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.

21. **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 Auxiliary to Regular Full-Time.

- Clerk Typist II RFT to be posted
- Clerk Typist III RFT to be posted

22. **Housekeeping**

Effective 2007 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 the new Collective Agreement. Such items also include:

- (a) delete expired effective dates and related transitional wording, e.g. Articles 9.2, 11.2, 11.3 and 14.3;
- (b) add the "Manager of Human Resources" to Article 3;
- (c) update Article 10.1 – Shift Premium by adding Quality Assurance Reviewer;
- (d) amend Articles 13.3(c), (d) and (e) by adding the words "or designate" after "Chief Constable";
- (e) correct the time periods in Article 13.4(a) – Maternity Leave to match provincial legislation by changing:
  - "eighteen (18) consecutive weeks" to "seventeen (17) consecutive weeks" for the birth mother;
  - "twelve (12) consecutive weeks" to "thirty-five (35) consecutive weeks" for the birth mother;
  - "twelve (12) consecutive weeks" to "thirty-seven (37) consecutive weeks" for the birth father and adoptive parent and deleting the sentence regarding an extension of up to fourteen (14) weeks;



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- the overall maximum combined leave from “thirty-two (32) consecutive weeks” to “fifty-two (52) consecutive weeks”;
- (f) delete the last sentence of Article 15.1(c) which states “All Job Postings shall state, “This position is open to male and female applicants.”” The sentence is unnecessary;
- (g) update Schedule “A” to reflect changes in effect at the time the new Agreement is drafted, including:
- adding Administrative Assistant (PG 17), CPIC Operator Lead Hand (PG 16), Operational Database Assistant (PG 17), Information and Privacy Coordinator (PG 19), Telecommunications Supervisor (PG 23), Quality Assurance Reviewer (PG 17), and Systems Administrator (PG 21).

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.

24. **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.

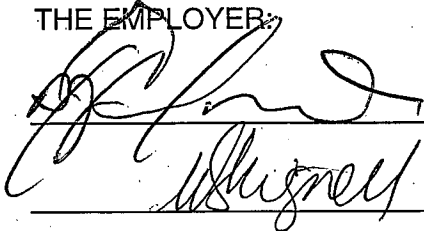
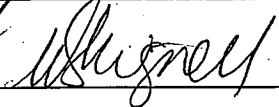
25. **Ratification**

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.


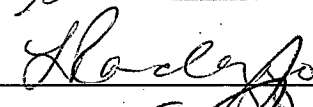


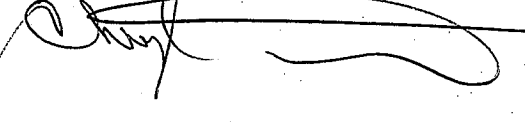
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Signed this 30<sup>th</sup> day of July, 2007.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:

  
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BARGAINING REPRESENTATIVES FOR  
CUPE LOCAL 454:

  
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