

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 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 THEIR UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2012 JANUARY 01 AND EXPIRING 2015 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2007-2011 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**

The term of the new Collective Agreement shall be for four (4) years from 2012 January 01 to 2015 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 2012 January 01, all hourly rates of pay which were in effect on 2011 December 31 shall be increased by one and one-quarter percent (1.25%). The new hourly rates shall be rounded to the nearest whole cent.

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- (b) Effective 2013 January 01, all hourly rates of pay which were in effect on 2012 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (c) Effective 2014 January 01, all hourly rates of pay which were in effect on 2013 December 31 shall be increased by one and three-quarters percent (1.75%). The new hourly rates shall be rounded to the nearest whole cent.
- (d) Effective 2015 January 01, all hourly rates of pay which were in effect on 2014 December 31 shall be increased by two percent (2%). The new hourly rates shall be rounded to the nearest whole cent.

4. **Article 9.3 – Callout**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new paragraph (c) to Article 9.3:

- “(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.”

5. **Article 10.1 – Shift Differential**

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

- (a) amend the standard shift premium from \$0.85 per hour to \$1.00 per hour; and
- (b) to add the classification of Public Service Representatives to the list of eligible classes in Article 10.1.

6. **Article 10.5 – Training Premium**

Effective the date of ratification of the Memorandum of Agreement, 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 the date of ratification of the Memorandum of Agreement.

7. **Article 11 – Benefits**

While not to be included in the Collective Agreement effective one month following the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to have the carriers make the following changes to the Dental and Extended Health care Plans:

(a) Article 11.2 – Extended Health Care Benefit –

- (i) Increase the Speech Language Pathologist coverage from \$300 per year to \$600 per year;
- (ii) Increase orthopedic shoes coverage for dependent children from \$200 per year to \$400 per year;
- (iii) Increase coverage for orthotics from \$300 per 5 years to \$300 per 2 years; and

(b) Article 11.3 – Dental Benefit –

- (i) add Alladerm Gum Replacement (Tissue Grafting) coverage to the Dental Plan;
- (ii) add composite fillings coverage for molars to the Dental Plan; and

8. **Article 11.8 – Sick Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following paragraph (d):

- “(d) The Employer proposes that sick leave not be accrued when on unpaid sick leave. Medical, Dental and Extended Health Care benefits will continue with the Employer covering full costs (except for those employees on Long Term Disability, where the Employee will be responsible for paying 100% for their own benefits if the benefits are not covered by the LTD plan). When the Employee returns to work, the benefit premium costs will be recovered from the Employee or if the Employee terminates, the benefit premium costs will be deducted from any Employee outstanding bank payouts.”

9. **Article 11.9 – Workers' Compensation**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 11.9 (a) by replacing the words "full regular salary" in paragraph (a) with the words "an advance equal to the employee's approximate net salary."

10. **Article 12.8 – Early Retirement**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 12.8 to read as follows:

"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 the time of ratification of the Memorandum of Agreement will be grandfathered at their existing banks. No further accruals will be allowed."

11. **Article 13.1 – Jury, Witness Duty**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.1 to read as follows:

"13.1 Jury, Witness Duty

Employees who are called to serve as jurors or as Crown witnesses in Criminal or Civil proceedings, shall be granted leave of absence for such purpose without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of such duty, the employee shall obtain a certificate from the Court showing the period of such jury or witness service and the amount of compensation received, and shall deposit this certificate together with the full amount of compensation with the Board, but not

including allowances received for travelling, meals, or related expenses.”

12. **Article 13.4 – Maternity and Parental Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 13.4(b)(3) to read as follows:

“(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.”

13. **Article 14.3 – In-Service Probation**

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

“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. **Article 18.4 – Car Mileage**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 18.4 to read as follows:

“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.”

15. **Article 18.9 Clothing**

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

“The Board agrees to provide:

- (i) a headset to all employees in the Communications unit and others as required,
- (ii) Protective clothing and equipment, 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.”

16. **Employment Status Changes**

The Employer and the Union will agree to a Letter of Understanding, separate from the Collective Agreement, to provide 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 employees who convert to Auxiliary status. After two (2) years, the sick leave bank will dissolve.

Additionally, an employee who changes status from Auxiliary to Regular Full-Time, Regular Part-Time, or Temporary Full-Time, shall retain their Auxiliary Seniority Hours for the purpose of determining an Auxiliary employee’s % in lieu of benefits for a period of two (2) years in the event that they revert to Auxiliary employment status.

17. **Current Letters of Understanding**

- (a) Letters of Understanding to be renewed and attached to the Collective Agreement are as follows:
  - Job Sharing – Civilians (dated 2002 February 28)

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- Reclassification Reviews (dated 2003 April 28)
  - Dog Handler (Civilian) (dated 2010 October 12)
  - Hours of Work For Employees Supervising Staff Working 12 Hour Shifts (dated 2010 November 1)
  - Public Service Representatives (PSR) – Acting in Dispatch (dated 2010 May 12)
  - Stand-by – Section 9.4 CUPE Agreement Auxiliary Guards (no date)
- (b) Letters of Understanding that need to be signed and/or dated and renewed are as follows:
- After Hours/ Auxiliary Case workers - Victim Services to be dated and signed
- (c) Letters of Understanding already integrated into the Collective Agreement are as follows:
- Observation of Public Holidays (12.2(c), 2007-2011 Collective Agreement)
  - Hours of Work and Accumulated Time Off (p. 58, 2007-2011 Collective Agreement)

18. **Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to make the following housekeeping amendments to the Collective Agreement:

- (a) update Article 3 to include all current exemptions from the Bargaining Unit;
- (b) amend Article 6 to reflect the Employer's agreement to deduct Long Term Disability premiums for those employees enrolled in the CUPE 454 Long Term Disability Plan;
- (c) amend Article 8.1 to reflect the current practice of daily hours from 8:00 a.m. to 4:00 p.m.;
- (d) update Article 8.2 to reflect the hours currently worked by Public Service Representatives;
- (e) add the words "Regular Full-Time" between the words "All new" and "employees shall" in Article 11.7(a) and delete the words "except that" in the third line;
- (f) delete the last sentence of Article 11.8(c) regarding UIC rebates and sick leave credits as it is not applicable;
- (g) delete the word ", namely" from the second line of the opening paragraph of Article 12.1;

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- (h) amend Article 12.2(a) to reflect that 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;
- (i) clarify in Article 12.4 that Temporary Full-Time Employees receive a percentage in lieu of Annual Vacations during their first six months of employment;
- (j) update Article 13.2(b) by replacing the “Central Fraser Valley Regional District”, “Dewdney-Alouette Regional District” and “Fraser-Cheam Regional District” with the “Fraser Valley Regional District”;
- (k) update Article 13.4(e)(2) to reflect that pension contributions during Maternity and Parental Leave will cease during the period of the leave and buy-back will be handled in accordance with the rules of the Plan;
- (l) amend Article 14.2 by replacing the words “sixty (60)” with the words “ninety (90)”;
- (m) amend Schedule “A” by reformatting it to more efficiently show rates of pay and to reflect any amended classifications;
- (n) update Schedule “B” paragraph 22;
- (o) delete Schedule “C” paragraph 25;
- (p) delete Schedule “E”;
- (q) update all references to the Pension (Municipal) Act (for example Article 11.7, 12.5(a));
- (r) update references to WCB as appropriate to reflect WorkSafeBC;
- (s) delete expired effective dates; and,
- (t) any other housekeeping changes that are mutually agreed to during the drafting of the new Collective Agreement.

19. **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.



20. **Ratification**


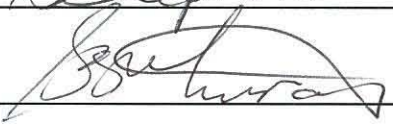
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations not later than forty-five (45) calendar days from the date on which the Memorandum of Agreement is signed.

SIGNED this 21<sup>st</sup> day of December, 2012.

BARGAINING REPRESENTATIVES FOR THE  
EMPLOYER:

  
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Traylor  
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Uhlent  
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Molde Galt  
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BARGAINING REPRESENTATIVES FOR THE  
UNION:

  
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Stephens  
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