

2016

MEMORANDUM OF AGREEMENT

between the

DELTA POLICE BOARD
(the "Board")

and the

DELTA POLICE ASSOCIATION
(the "Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE DELTA POLICE BOARD (hereinafter called the "Board") AGREE TO RECOMMEND TO THE BOARD, AND IF THE BOARD SHOULD AGREE, TO THE DELTA MUNICIPAL COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE DELTA POLICE ASSOCIATION (hereinafter the "Association") AGREE TO RECOMMEND TO THE MEMBERSHIP OF THE ASSOCIATION;

THAT THE COLLECTIVE AGREEMENT COMMENCING 2016 JANUARY 01 AND EXPIRING 2019 DECEMBER 31 (hereinafter the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms and conditions of the Collective Agreement commencing 2010 APRIL 01 and expiring 2015 DECEMBER 31 (hereinafter the "2010-2012 Collective Agreement") shall apply except as specifically varied below.

2. Term of Agreement

The Board and the Association agree that the term of the new Collective Agreement shall be for forty-eight (48) months from 2016 January 01 to 2019 December 31, both dates inclusive. It is further agreed that Subsections 50(2) and 50(3) of the Labour Relations Code shall be specifically excluded from and shall not be applicable to the new Collective Agreement.

3. Wages

The Board and the Association agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2016 January 01, the First Class Constable rate in effect on 2015 December 31 (that is, \$7,680) shall be increased by two and one-half (2.5%) and be rounded to the nearest whole dollar (that is, to \$7,872). All other existing rank indices shall be maintained.

- (b) Effective 2017 January 01, the First Class Constable rate in effect on 2016 December 31 (that is, \$7,872) shall be increased by two and one-half (2.5%) and be rounded to the nearest whole dollar (that is, to \$8,069). All other existing rank indices shall be maintained.
- (c) Effective 2018 January 01, the First Class Constable rate in effect on 2017 December 31 (that is, \$8,069) shall be increased by two and one-half (2.5%) and be rounded to the nearest whole dollar (that is, to \$8,271). All other existing rank indices shall be maintained.
- (d) Effective 2019 January 01, the First Class Constable rate in effect on 2018 December 31 (that is, \$8,271) shall be increased by two and one-half (2.5%) and be rounded to the nearest whole dollar (that is, to \$8,478). All other existing rank indices shall be maintained.

The Board and the Association further agree that the monthly rates for the Commercial Vehicle Inspectors will be adjusted by the same percentages, in the same manner and on the same dates as described above for the First Class Constable.

4. Housekeeping

Effective the date of ratification of the Memorandum of Agreement, the Board and the Association agree to:

- (a) Article 15.7 Gratuity Pay – Increase bonus quarterly gratuity pay to “10 hours per quarter” from 8 hours. All other conditions in Article 15.7 continue to apply including a total of 160 maximum accumulated hours.
- (b) Article 11.2 Call Outs - A member required to report for any training exercise, lectures or “internal voluntary committee work”, outside of the member's detailed working hours, shall be paid at one and one half times.
- (c) Article 15.6 Bereavement Pay - Any member who has completed six (6) months of employment may be granted bereavement leave without loss of pay for a period not to exceed “four (4)” work days”.
- (d) Article 18.2(c) Hours of Work – SCHEDULE C – Add “Detectives” working 10 hour shifts to the Patrol Branch Category.
- (e) Article 22 - Per Diems. Per Diems to be \$15 – Breakfast, \$15 – Lunch, \$35 – Dinner and \$15 – incidentals. Whenever per diems are collected, if a breakfast, lunch or dinner is provided as part of the event that amount will be subtracted from the per diem paid.
- (f) Article 10.2 (b) – Clothing Allowance. The clothing allowance will be increased from thousand seventy dollars (\$1070.00) to one thousand two hundred dollars (\$1,200.00)
- (g) A special purpose committee consisting of the two members of the Delta Police Association and the Deputy Chief of Operations and Deputy Chief of Administration will be initiated to discuss hours of work and work week upon the completion of the Workload Analysis.

5. Drafting of the New Collective Agreement

The Board and the Association 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 shall only appear in the new Collective Agreement together with a sentence referencing its effective date.

6. 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 May 15, 2016 from the date on which the Memorandum of Agreement is signed.

Signed this 28 day of APRIL, 2016 in the Corporation of Delta.

REPRESENTATIVES FOR THE BOARD:



Chief Constable Neil Dubord



Deputy Chief Norm Lipinski

REPRESENTATIVES FOR THE ASSOCIATION:



President Ryan Hall



Vice President Mark McKinnell