

2020

MEMORANDUM OF AGREEMENT

between the

DELTA POLICE BOARD  
(hereinafter called "the Board")

and the

DELTA POLICE ASSOCIATION  
(hereinafter called "the Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DELTA POLICE BOARD, AGREE TO RECOMMEND TO THE DELTA POLICE BOARD AND IF THE BOARD SHOULD AGREE, TO THE DELTA MUNICIPAL COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE DELTA POLICE ASSOCIATION, AGREE TO RECOMMEND TO THE MEMBERSHIP OF THE ASSOCIATION;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 JANUARY 01 AND EXPIRING 2021 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2016-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreement shall be for two (2) years from 2020 January 01 to 2021 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. Schedule "A" – Part A, General Wage Increases**

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

- (a) Effective 2020 January 01, the First Class Constable rate in effect on 2019 December 31 (that is, \$8,478.00) shall be increased to \$8,561.00. All other existing rank indices shall be maintained.
- (b) Effective 2020 January 01, the First Class Constable rate reached as a result of the increase provided in Article 3(a) of this Memorandum of Agreement (that is \$8,561.00) shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, \$8,775). All other existing rank indices shall be maintained.
- (c) Effective 2021 January 01, the First Class Constable rate in effect on 2020 December 31 shall be increased by two and one-half percent (2.50%) and be rounded to the nearest whole dollar (that is, \$8,994). All other existing rank indices shall be maintained.
- (d) Monthly rates for 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.
- (e) Retroactive payments arising from (a), (b), (c), and (d) will be made as soon as possible following the date of ratification of the Memorandum of Agreement.

**4. Article 11.3 – Standby**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Article 11.3 to read as follows:

“Where a member is required to stand by for a period of twelve (12) hours or less, the member shall be paid one and a half (1½) hours of the member’s regular hourly rate of pay.

Where a member is required to stand by for period greater than twelve (12) hours and up to twenty-four (24) hours, the member shall be paid three (3) hours of the member’s regular hourly rate of pay.

Members who are called out while on standby shall be paid for such call out as provided in Article 11.2 in addition to the member's standby pay.”

**5. Article 13.1(c) and 13.1(d) – Court Time Schedule**

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

- (a) amend Article 13.1(c) and (d) to read as follows:
  - “(c) A member will be considered de-notified with respect to a scheduled court appearance if such de-notification is sent via email to the member’s official department email address sixteen (16) or more hours prior to the scheduled

court appearance in the case of a court appearance scheduled during any leave other than annual or statutory leave or twenty-four (24) or more hours prior to the commencement of the member’s leave in the case of a court appearance scheduled during an annual or statutory leave.”

(b) Renumber Article 13.1(e) as Article 13.1(d).

**6. Article 13.2 – Court Time Schedule**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Article 13.2 to read as follows:

“When the prosecutor has arranged to interview the member who is off duty on the telephone or by other remote means, the member shall be paid one and one half (1½) hours of compensation for the first hour or portion thereof worked. The member shall be paid at the rate of two times (2X) the member’s regular rate of pay for all time worked beyond the first hour. Interviews by telephone or by other remote means shall be by approval of the Department.”

**7. Article 15.7 – Gratuity Leave**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Article 15.7 to read as follows:

“A member shall be eligible to receive ten (10) hours of gratuity leave for each quarter of a calendar year in which the member uses no sick leave.

On completion of the calendar year, members will be entitled to an additional ten (10) hours of gratuity leave if they have not used sick leave in the calendar year.

Gratuity leave may be accumulated to a maximum of two hundred (200) hours.”

**8. Article 16.2(b)(ii) – Psychological Services Plan**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Article 16.2(b)(ii) to read as follows:

“All members shall be entitled to coverage under the Psychological Services Plan. Coverage for subscribing members and their dependents shall be to a maximum of four thousand eight hundred dollars (\$4,800.00) claimable per family per twelve (12) month period. The premiums required to maintain the Psychological Services Plan shall be borne one hundred percent (100%) by the Employer.”

While not to be included in the new Collective Agreement, effective the date of ratification of this Memorandum of Agreement, the Board will direct the Plan Carrier to include coverage for Registered Clinical Counselors (RCC) under the Psychological Service Plan. Such coverage will be

effective the first of the month following the date of ratification of this Memorandum of Agreement.

**9. Schedule “A” – Part B, Note #3 – Shift Differential**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Schedule “A” – Part B, Note #3 – Shift Differential to read as follows:

“A member who works between 1800 hours and 0600 hours on any day shall be paid a shift differential premium of one dollar and fifty cents (\$1.50) per hour for all time that the member is required to work during that period.”

**10. Schedule “D” – Letter of Understanding – Job Sharing**

The Parties agree to meet within two (2) months of the date of ratification of this Memorandum of Agreement to review and modernize the Job Share Letter of Understanding. In particular, the Parties will address challenges created by the requirement for two (2) members to be seeking a similar arrangement and to have similar qualifications. The Parties will complete this review by December 31, 2021 for potential inclusion into subsequent collective agreement(s) between the Parties.

**11. Letter of Understanding – Community Safety Officers**

While not to be included in the new Collective Agreement, effective the date of ratification of the Memorandum of Agreement, the Board and the Association agree to a new Letter of Understanding as set out in Appendix “A” of this Memorandum of Agreement.

**12. Housekeeping**

Effective the date of ratification of the Memorandum of Agreement, the Board and the Association agree to make the following housekeeping amendments:

(a) amend Article 16.9(a) to read as follows:

“(a) Length of Leave

(1) Birth Mother

A pregnant member 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 such leaves shall be without pay, subject to any compensation entitlements which shall be available to members in accordance with Section (f) below. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, a member who is the father of the child shall be entitled to both maternity and parental leave without pay.

(2) Birth Father and Adoptive Parent

A member who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to sixty-two (62) consecutive weeks of parental leave without pay. The member 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 member.

(3) Extensions - Special Circumstances

A member 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 member as unable to return to work for medical reasons related to the birth.

A member 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 member'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) delete expired effective dates; and
- (c) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

**13. Drafting of New Collective Agreement**

The Board and the Association agree that in all instances where an amendment to the Collective Agreement is effective on a specific date, only the amendment shall appear in the new Collective Agreement together with a sentence referencing its effective date.

**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.

DATED this 09 day of February, 2021 in the City of Delta.

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE BOARD:

*“Neil Dubord”*

---

---

*“Craig New”*

---

---

---

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE ASSOCIATION:

*“Mark McKinnell”*

---

---

*“Jason Boyce”*

---

---

---

**Appendix A**

*This is Appendix A referred to in item #11 of this Memorandum of Agreement.*

*This Letter of Understanding is not part of the Collective Agreement but is included here for reference purposes only.*

Letter of Understanding

between the

**Delta Police Board**  
(hereinafter “the Board”)

and the

**Delta Police Association**  
(hereinafter “the Association”)

**RE: COMMUNITY SAFETY OFFICERS  
(Special Municipal Constables)**

1. Where conflict exists between the terms of this Letter of Understanding and the Collective Agreement, the terms of this Letter of Understanding shall apply.
2. The implementation of this pilot project will not reduce the number of regular members (authorized strength) of the Delta Police Department as of the effective date of this Letter of Understanding.

General Provisions

1. The following provisions of the collective agreement shall apply to CSO’s:
  - Article 1 – Term of Agreement;
  - Article 2 – Definitions;
  - Article 3 – Association Dues;
  - Article 4 – Management Rights;
  - Article 5 – Compliance with Administrative Regulations
  - Article 10.2(d)(e) – Cleaning Services – Uniform;
  - Article 11.1, 11.2, 11.3 -- Overtime
  - Article 14 – Overtime Pay Option;
  - Article 15.1-15.6 – Annual Vacation and Statutory (Public) Holidays (Regular Full Time only);
  - Article 16.2, 16.7 – Benefits (Regular Full Time only)

- Article 16.3 – Pension (subject to eligibility);
  - Article 16.8, 16.11 – Indemnification of Members;
  - Article 19 – Grievance and Arbitration Procedure;
  - Article 20 – Access to Personnel Records; and
  - Article 25 – No Discrimination.
2. A Regular Full Time Employee under this Letter of Agreement is an employee who is regularly scheduled to work forty (40) hours per week. An Auxiliary Employee under this Letter of Agreement is any other employee.
  3. A maximum of the full time equivalent of eight (8) Special Municipal Constables (CSO) may be employed by the Board unless otherwise agreed by the parties. This could encompass any combination of Regular Full Time employees and Auxiliary employees.
  4. A Regular Full Time employee hired as a CSO is subject to a six (6) month probationary period to assess suitability and continued employment.
  5. There shall be no layoff of regular members until all CSO’s hired under this Letter of Agreement are no longer in the employ of the Board.

#### Hours of Work

6. The hours of work of CSO’s shall be established by the Board. CSO’s may be scheduled to work up to ten (10) hours per day and up to forty (40) hours per week at their regular rate of pay.

#### Wages

7. The hourly rate of pay applicable to CSOs employees set out in this Letter of Understanding, from the date of hire by the Board, shall be as follows:
  - Step 1 – 45% of a First Class Constable rate of pay
  - Step 2 – 50% of a First Class Constable rate of pay
  - Step 3 – 55% of a First Class Constable rate of pay
8. A member employed as a CSO shall move from Step 1 to Step 2 of the pay structure after completing two thousand and eighty (2080) hours worked and from Step 2 to Step 3 after completing a further two thousand and eighty (2080) hours worked.
9. Auxiliary CSO’s will receive twelve percent (12%) of their regular salary in lieu of all benefits and leave provisions, including but not limited to vacation entitlements, statutory holiday pay, health and welfare entitlements, pension, and sick leave.

#### Sick Leave

10. Regular Full Time CSO employees will be entitled to up to ten (10) working days of sick leave per calendar year for the term of this LOU.



Duties and Responsibilities

11. Without prejudice to the position of either party regarding the ability of the Board to create positions and assign duties, for the purposes of this Letter of Understanding, CSO’s shall not perform any duties of a criminal investigative nature beyond those identified herein. A CSO may be assigned by the Board to perform the following duties and functions:
- (a) Document Services – service of subpoenas;
  - (b) Administration and Projects assigned by Staff Sergeants;
  - (c) E Bike Community Patrol – Visible Presence in Community;
  - (d) Assist PIRs at Front desk with equipment / exhibits at the front desk, excluding anything of a criminal investigative nature (i.e. may create calls for service, take and enter the information required to create calls for service, but shall not collect evidence or complete criminal investigative functions);
  - (e) Assist regular sworn members assigned to DCPO Offices or on the TFN Lands with community relations and administration;
  - (f) Property Transfer – as directed by “regular” sworn police constables to pick-up and transfer property being seized by members for the purpose of delivering said property and lodging as an exhibit (such as video evidence and recovered stolen property);
  - (g) Reports - utilize PRIME as directed by a supervisor and/or as required to perform approved tasks of a SMC. An SMC may enter information and complete statements required to support these roles;
  - (h) Special Events – CSO may be assigned to non-policing roles such as issuing equipment, logistical support, and transportation of equipment and personnel, including limited traffic and crowd control subject to their training and risk;
  - (i) Scene Security – CSO may assist a regular sworn member for scene security duty;
  - (j) The parties agree to discuss expansion of these duties throughout the period of the pilot.

Term of the Project

12. The provisions of this Letter of Understanding expire on December 31, 2022, unless notice is provided under Article 12 of this Letter of Understanding or unless extended by mutual agreement.

13. Either party may withdraw from this Letter of Understanding by providing a minimum of three (3) months written notice provided that the Letter of Understanding does not end within one (1) year of the date on which it becomes effective. In any case, this notice may only be delivered after the parties have met, in good faith, to address any issues of concern.

IN WITNESS WHEREOF the parties hereto have set the hands of their officers duly appointed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 in the City of Delta, Province of British Columbia.

FOR THE BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
HR COMMITTEE CHAIR

\_\_\_\_\_  
VICE-PRESIDENT