

2022

MEMORANDUM OF AGREEMENT

between the

DELTA POLICE BOARD

and the

DELTA POLICE ASSOCIATION

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DELTA POLICE BOARD (hereinafter called "the 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 (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE MEMBERSHIP OF THE ASSOCIATION;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2022 JANUARY 01 AND EXPIRING 2024 DECEMBER 31 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2020-2021 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreement shall be for three (3) years from 2022 January 01 to 2024 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 2022 January 01, the First Class Constable rate in effect on 2021 December 31 (that is, \$8,994) shall be increased by zero point six percent (0.60%).
- (b) Without compounding the increase in (a), effective 2022 January 01, the First Class Constable rate in effect on 2021 December 31 (that is, \$8,994) also shall be increased by

three percent (3.00%) and the total of the increases in (a) and (b) shall be rounded to the nearest whole dollar (that is, \$9,318). All other existing rank indices shall be maintained.

- (c) Effective 2023 January 01, the First Class Constable rate in effect on 2022 December 31 (that is, \$9,318) shall be increased by three percent (3.00%) and be rounded to the nearest whole dollar (that is, \$9,598). All other existing rank indices shall be maintained.
- (d) Effective 2024 January 01, the First Class Constable rate in effect on 2023 December 31 (that is, \$9,598) shall be increased by three percent (3.00%) and be rounded to the nearest whole dollar (that is, \$9,886). All other existing rank indices shall be maintained.
- (e) 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.
- (f) Retroactive payments arising from (a), (b) and (e) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

**4. Article 10.2(b) – Clothing Issues and Allowance**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Article 10.2(b) to read as follows:

“Every member who is required to wear plain clothes in the performance of their duties shall be paid a clothing allowance while so employed equal to the sum of one hundred and four dollars and seventeen cents (\$104.17) per month in lieu of the clothing mentioned in paragraph (a) above. Such clothing allowance shall be paid in advance by a single payment of one thousand two hundred fifty dollars (\$1,250.00) in January of each year. A member who commences regular plain clothes duty during a calendar year shall receive a prorated clothing allowance for that year. If a member who has received a clothing allowance payment as set out above is subsequently transferred or terminated prior to December 31st of the same year, the member shall repay that portion of the clothing allowance for which the member is not eligible in a single payment as soon as possible following the transfer or termination, either by payroll deduction or another mutually agreed method. Every member temporarily employed on plain clothes duty shall receive the sum of four dollars and seventy-three cents (\$4.73) for each shift such member is required to work in plain clothes. The style of clothing worn while members are employed on plain clothes duty shall be at the discretion of the Board.”

**5. Article 15.1(j) Annual Vacation**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to add Article 15.1(j) as follows:

“When a member accrues vacation on a paid leave (including but not limited to sick leave, WorkSafeBC time-loss, maternity, or parental leave) of one-hundred eighty (180)

continuous calendar days or more, vacation accrued during that leave period will not be granted until the member returns to active employment for a period of one-hundred eighty (180) days. The member must enter into an agreement approved by the Chief Constable or designate setting out when the accrued vacation will be taken, within twenty-four (24) months of the end of their leave. Vacation accrued while on a paid leave of one-hundred eighty (180) days or more must be taken as time off and will not be paid out. A member will forego any vacation accrued during a paid leave of one-hundred eighty (180) days or more and not taken in accordance with an agreement made under this clause.”

**6. Article 15.3 (a) – Statutory (Public) Holidays**

Effective January 1, 2023, the Board and the Association agree to amend Article 15.3(a) to read as follows:

“(a) In lieu of the following statutory holidays:

New Year's Day, Family Day\*, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation\*\*, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day; each member shall have one-hundred thirty (130) straight time hours credited to the member's account on January 1<sup>st</sup>, which is ideally to be taken when the stats occur during the calendar year, unless otherwise determined, on an exceptional basis, by the Chief Constable or designate. In addition, ten (10) hours at straight time rates will be credited to the member's overtime bank for any other Federal, Provincial or Municipal holiday proclaimed during that calendar year.

All time credited for statutory holidays shall be taken in the year it is earned and may not be carried forward into subsequent years or converted into other time banks.

In the event that a statutory holiday falls on a weekend or member's regular day off, members, other than those working in patrol shall take a day of statutory holiday leave, ideally on the first regular workday after a statutory holiday, or at the discretion of the Chief Constable or designate. All statutory leave must be used in the calendar year in which it was earned, as leave.

\*If/when Family Day ceases to be a provincial public holiday under the laws of British Columbia, Family Day will no longer be considered a Public Holiday for purposes of this Collective Agreement.

\*\* If and when the Holiday identified as National Day of Truth and Reconciliation ceases to be a public holiday under the laws of Canada or British Columbia, it will no longer be considered a Statutory Holiday for the purposes of this Agreement. If the Federal and Provincial holiday commemorating Truth and Reconciliation fall on different days, the Board will recognize the Provincial holiday only.”

**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. Members who receive this additional leave are entitled to request a payout of up to 50 hours’ gratuity leave. Payout requests must be submitted within 30 days of receiving the additional 10 hours.

Gratuity may be accumulated to a maximum of three hundred (300) hours.”

**8. Article 16.9 – Maternity and Parental Leave**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Article 16.9 to read as follows:

“(a) Length of Leave

(1) Pregnant Member

A pregnant member shall be entitled to maternity and parental leave, in accordance with the B.C. *Employment Standards Act*.<sup>1</sup> All such leaves shall be without pay, subject to any compensation entitlements which shall be available to members in accordance with subsection (f) below.

In the event the pregnant member dies or is totally disabled, a member who is also a parent to, and assumes care of the child or children, shall be entitled to parental leave without pay, in accordance with the B.C. *Employment Standards Act*,<sup>2</sup> subject to any compensation entitlements which shall be available to members in accordance with subsection (f) below. This clause also applies if the member’s pregnant partner is not a member.

(2) Non-pregnant Parent and Adoptive Parent

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<sup>1</sup> At the date of ratification of this Agreement, up to seventeen (17) consecutive weeks of maternity leave and up to sixty-one (61) consecutive weeks of parental leave.

<sup>2</sup> At the date of ratification of this Agreement, up to sixty-two (62) consecutive weeks of parental leave.

A member who is the non-pregnant parent or the adoptive parent shall be entitled to up to sixty-one (61) 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) Notice Requirements and Commencement of Leave

- (1) A member who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) A member shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the member shall provide as much notice as possible.)
- (3) The Board may require a pregnant member to take sick, or other leave, where the duties of the member cannot reasonably be performed because of the pregnancy. In such cases, the member's previously scheduled leave period will not be affected.
- (4) A member on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the member intends to return to work.
- (5) A member who is the birth parent who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the member is able to return to work.

- (6) Where a pregnant member gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On returning to active employment, a member shall be reinstated to the member's previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and a member may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) A member on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), a member on maternity leave or parental leave who has notified the Board of their intention to work pursuant to paragraph (b)(4) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the member would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Group Life Insurance benefits shall continue uninterrupted during the period of time the member is on maternity and/or parental leave provided that the member makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where a member makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave. Upon returning to work, the member may purchase service for the period of the leave pursuant to the Municipal Pension Plan Rules.

(f) Maternity Leave Supplemental Employment Insurance Benefits Plan

- (1) Birth parents who are entitled to maternity leave as provided for in Article 16.9 of the Collective Agreement and who have applied for and

are in receipt of Employment Insurance benefits are eligible to receive Supplemental Employment Insurance Benefit (SEIB) Plan payments.

- (2) Subject to the approval of the Employment Insurance Commission, non-birth parents who, due to the death or total disability of the birth parent, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by members while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
- (4) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and ninety-five percent (95%) of their gross weekly earnings (based on a 12 month leave schedule) for the first seventeen (17) weeks, including the Employment Insurance waiting period.
- (5) The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with a member's weekly EI benefit, the payment will not exceed the claimant's normal weekly earnings from employment and a member's accumulated leave credits will not be reduced.
- (6) Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time a member is receiving benefits. Under the SEIB Plan, the Board does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Board, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

(g) Supplemental Employment Insurance Benefits Plan Conditions

- (1) The SEIB Plan is contingent upon a member completing a signed acknowledgement that the benefit must be repaid if they do not return to work for a period equal to the time the Board provided the top-up.
- (2) If a member who received benefits under the SEIB Plan does not choose to return to work for the Board or returns for a period of less than one (1) year, they will be required to repay the SEIB Plan payments paid by the Board. Such repayment is pro-rated based on time worked.
- (3) If the eligible parent experiences a medical condition preventing them from returning to work, the requirement to repay the benefit will be assessed on a case-by-case basis.

**9. Article 22 – Per Diem**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend Article 22 to read as follows:

“When a member is required to travel outside the boundaries of the area comprised of the Metro Vancouver Regional District, the City of Abbotsford, the District of Mission and the City of Chilliwack, the member will receive a per diem allowance based on the rates set out in Canada Revenue Agency's Directive for any meals and expenses which occur during the time the member is outside such boundaries and which are not otherwise paid by the Board, either directly or as part of the required fee for the activity being attended.”

**10. Letter of Understanding – PARENTAL LEAVE SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS PLAN**

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.

**11. Letter of Understanding – AUXILIARY SWORN MEMBERS, CONTRACTED SWORN MEMBERS, AND OVERNIGHT WELLNESS PREMIUM**

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 “B” of this Memorandum of Agreement.

**12. Letter of Understanding – COMMUNITY SAFETY OFFICERS (SPECIAL MUNICIPAL CONSTABLES)**

Effective the date of ratification of this Memorandum of Agreement, the Board and the Association agree to amend and add the Letter of Understanding as set out in Appendix “C” of this Memorandum of Agreement to the Collective Agreement.

**13. Letter of Understanding – EXTENDED HEALTH CARE PLAN**

Effective January 01, 2023, the Board and the Association agree to add a new Letter of Understanding as set out in Appendix “D” of this Memorandum of Agreement to the Collective Agreement.

**14. Housekeeping**

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

- (a) amend Schedule “C” to reflect the sections that have been renamed;



- (b) update gendered language throughout the Collective Agreement;
- (c) delete expired effective dates; and
- (d) any changes mutually agreed to between the parties during the drafting of the new Collective Agreement.

**15. 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.

**16. 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 this Memorandum of Agreement is signed.

DATED this   6th   day of   May  , 2022 in the City of Delta.

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE BOARD:

\_\_\_\_\_  
"Neil Dubord"

\_\_\_\_\_  
"Michelle Davey"

BARGAINING REPRESENTATIVES ON BEHALF  
OF THE ASSOCIATION:

\_\_\_\_\_  
"Mark McKinnell"

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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APPENDIX "A"

LETTER OF UNDERSTANDING

between the

DELTA POLICE BOARD  
(hereinafter called "the Board")

and the

DELTA POLICE ASSOCIATION  
(hereinafter called "the Association")

(collectively, "the Parties")

**PARENTAL LEAVE SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS PLAN**

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The Parties to this Letter of Understanding agree to implement a Parental Leave Supplemental Employment Insurance Benefits Plan (PSEIB) on a temporary basis effective from the date of ratification of the Collective Agreement until December 31, 2024 and may be terminated by either party with thirty (30) days' notice.

The Parties agree to implement the PSEIB as follows:

1. A parent who is entitled to Parental Leave as provided for in Article 16.9(a)(2) in relation to a child born on or after January 01, 2022 and who has applied for and is in receipt of Employment Insurance benefits is eligible to receive PSEIB payments.
2. The PSEIB payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and ninety-five percent (95%) of their gross weekly earnings for up to twenty (20) weeks. This top-up is calculated based on the Employment Insurance standard parental benefits option.
3. If a member elects to take a Parental Leave in excess of twenty (20) weeks under the Employment Insurance extended parental benefits option, an equivalent top-up is calculated to ensure the Board will not pay any additional entitlements to them beyond the amount outlined in #2 above.
4. If a member shares Parental Leave benefits with their spouse, who is also a Delta Police Board member, an equivalent top-up is calculated to ensure the Board does not pay any additional entitlements to any one (1) member beyond the amount outlined in #2 above. The member determines how the equivalent top-up is allocated.

2022 MEMORANDUM OF AGREEMENT  
DELTA POLICE BOARD – DELTA POLICE ASSOCIATION

(cont'd)

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5. All conditions relating to vacation accrual set out in Article 15.1(j) and relating to SEIB set out in Article 16.9(g) will apply to PSEIB.
6. Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time a member is receiving benefits. Under the PSEIB Plan, the Board does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Board, under no circumstance, is responsible for any paybacks arising from changes to or the application of the tax regulations.

DATED \_\_9th\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2022 in the City of Delta.

SIGNED ON BEHALF OF THE BOARD:

SIGNED ON BEHALF OF THE ASSOCIATION:

\_\_\_\_\_  
"Neil Dubord"

Signature

\_\_\_\_\_  
"Mark McKinnell"

Signature

\_\_\_\_\_  
9<sup>th</sup> May 2022

Date

\_\_\_\_\_  
7<sup>th</sup> May 2022

Date

APPENDIX "B"

LETTER OF UNDERSTANDING

between the

DELTA POLICE BOARD  
(hereinafter called "the Board")

and the

DELTA POLICE ASSOCIATION  
(hereinafter called "the Association")

(collectively, "the Parties")

**PART-TIME SWORN OFFICERS, AND**  
**OVERNIGHT WELLNESS PREMIUM**

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The Parties to this Letter of Understanding agree to the following effective June 27, 2022:

7. The Parties agree that this Letter of Understanding with respect to the issues of Regular Part Time Sworn Officers, Auxiliary Sworn Officers, Contracted Sworn Officers, and Overnight Wellness Premium and the terms and conditions contained herein shall take precedence over any related provision of the Collective Agreement. This Letter of Understanding shall be in full force during the term of the current Collective Agreement, and thereafter during the period of bona fide collective bargaining between the parties for a renewal of the current Collective Agreement, notwithstanding that negotiations may extend beyond the expiry date of the Collective Agreement.
8. For the purposes of this Letter of Understanding definitions of Regular Full Time Sworn Officers, Contracted Sworn Officers, Regular Part Time Sworn Officers and Auxiliary Sworn Officers are defined as follows:
  - a. A Regular Full Time Sworn Officer is an employee who is employed on a full time basis, working on average of at least 40 hours per week, in a position for an indefinite term.
  - b. A Contracted Sworn Officer is an employee who is employed on a full time basis, working an average of at least 40 hours per week, for a definitive or limited period of time.
  - c. A Regular Part Time Sworn Officer is an employee who is employed on a regular part time schedule, for an indefinite period of time.
  - d. An Auxiliary Sworn Officer is an employee who works an undefined schedule on a contingent basis and can be utilized on an as needed basis.

9. The Parties agree to refer discussion of Contracted Sworn Officer and Auxiliary Sworn Officer provisions to a joint Association and Board committee, to determine the employment parameters for both work groups, should the need arise.
10. The Parties agree to provide for the employment of Part-time Sworn Police Officers, and commit in good faith to negotiate any required terms and conditions of employment for Part-Time members. Those terms and conditions of employment will include the following:
  - a. Eligibility for initial employment as a Part-Time Sworn Officer shall be limited to those Certified Municipal Constables, as defined in the British Columbia Provincial Policing Standards (BCPPS), Section 2.1 – Recruit and Advanced Training, as amended from time to time, who are current serving Delta Police Board Sworn Officers.
11. The Parties agree to provide for an Overnight Wellness Premium (OWP) and commit in good faith to agree to negotiate any required terms and conditions for the implementation of this premium. Those terms and conditions will include the following:
  - a. The OWP will only apply to members who are Fourth Class or higher assigned to A, B, C, and D platoon only, for hours worked between 2200-0600.
  - b. For greater clarity, the OWP will not apply to hours during which a member was scheduled to be on patrol and where the member was on any form of leave or non-patrol assignment.
  - c. The OWP will be a 10% increase in members' hourly rate for the period worked between 2200-0600 only.
  - d. Members shall not receive the Shift Differential as per Schedule A Part B (3) during any hours that they receive the OWP.
  - e. Members are not entitled to the OWP for shifts or hours worked as a result of a callout, or overtime.

This Letter of Understanding will expire upon the ratification of the Collective Agreement that renews the 2022-2024 Collective Agreement.

DATED \_\_\_6th\_\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2022 in the City of Delta.

SIGNED ON BEHALF OF THE BOARD:

SIGNED ON BEHALF OF THE ASSOCIATION:

\_\_\_\_\_  
"Neil Dubord"

\_\_\_\_\_  
"Mark McKinnell"

Signature

Signature

\_\_\_\_\_  
6<sup>th</sup> May 2022

\_\_\_\_\_  
6<sup>th</sup> May 2022

Date

Date

APPENDIX "C"

LETTER OF UNDERSTANDING

between the

DELTA POLICE BOARD  
(hereinafter called "the Board")

and the

DELTA POLICE ASSOCIATION  
(hereinafter called "the Association")

(collectively, "the Parties")

**RE: COMMUNITY SAFETY OFFICERS (CSO)**  
**(SPECIAL MUNICIPAL CONSTABLES)**

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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 Letter of Understanding 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 CSOs:
  - 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 eight (8) Community Safety Officers (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 CSOs hired under this Letter of Agreement are no longer in the employ of the Board.

#### Hours of Work

6. The hours of work of CSOs shall be established by the Board. CSOs 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 CSOs 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, CSOs 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 CSO. A CSO 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 term of the LOU.

Term of the LOU

12. This Letter of Understanding shall be in full force during the term of the current Collective Agreement, and thereafter during the period of bona fide collective bargaining between the parties for a renewal of the current Collective Agreement, notwithstanding that negotiations may extend beyond the expiry date of the Collective Agreement. The parties agree to incorporate this Letter of Understanding into the body of the Collective Agreement as part of the renewal of the current Collective Agreement.



2022 MEMORANDUM OF AGREEMENT  
DELTA POLICE BOARD – DELTA POLICE ASSOCIATION

(cont'd)

DATED \_\_6th\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2022 in the City of Delta.

SIGNED ON BEHALF OF THE BOARD:

SIGNED ON BEHALF OF THE ASSOCIATION:

\_\_\_\_\_  
"Neil Dubord"  
Signature

\_\_\_\_\_  
"Mark McKinnell"  
Signature

\_\_\_\_\_  
9<sup>th</sup> May 2022  
Date

\_\_\_\_\_  
6<sup>th</sup> May 2022  
Date

APPENDIX "D"

LETTER OF UNDERSTANDING

between the

DELTA POLICE BOARD  
(hereinafter called "the Board")

and the

DELTA POLICE ASSOCIATION  
(hereinafter called "the Association")

(collectively, "the Parties")

EXTENDED HEALTH CARE PLAN

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Effective July 1, 2022, the Board and the Association agree to amend Article 16.2 (b)(i) to read as follows:

“(b) Extended Health Care Plan

All members shall be entitled to coverage under the Extended Health Plan as follows:

<b>Benefit Provision</b>	<b>Extended Health Care Plan</b>
Deductible	\$125 per individual or family (not applicable to vision coverage)
Reimbursement	80% coverage for the first \$1,000 and 100% coverage thereafter
Lifetime Limit	Unlimited per lifetime
Termination	End of the month the employee retires, or the date of termination
Waiting period	First day of the month following date of hire
<b>Prescription Drugs</b>	
Prescriptions	Eligible prescriptions coverage with mandatory generic drugs; pay direct card provided
Fertility Drugs and Treatment	\$20,000 lifetime maximum

Sexual Dysfunction Drugs	Eligible prescriptions
<b>Medical Services and Supplies</b>	
Out-of-province and Out-of-country emergency medical coverage	100% of out-of-province and out-of-country medical travel insurance with certain plan limitations
Ambulance	Covered
Hospital	Private or semi-private
Hearing Aids	\$700 per person per 5 calendar years, employees and dependents, includes repairs
Orthopedic shoes	\$400 per person per calendar year combined with Orthotics
Orthotics	\$400 per person per calendar year combined with Orthopedic shoes
Insulin Pumps and Supplies, including Continuous Glucose Monitors	Reasonable and Customary
Medical Equipment	Subject to certain plan restrictions
<b>Vision Care</b>	
Prescription glasses, safety glasses, or contact lenses	Maximum of \$500 per 2 calendar years
Eye exams	Up to \$100 per 2 calendar years
Laser eye surgery	\$2,000 per employee per lifetime No additional dependent coverage
<b>Paramedical Services</b>	
Physiotherapist	Unlimited
Podiatrist / chiropodist	Unlimited
Occupational therapist	Unlimited
Acupuncturist, chiropractor, massage therapist, and naturopath	\$5,000 per employee per calendar year combined \$1500 per dependent per calendar year combined
Speech therapist	\$1,000 per person per calendar year

2022 MEMORANDUM OF AGREEMENT  
DELTA POLICE BOARD – DELTA POLICE ASSOCIATION

(cont'd)

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The Board reserves the right to modify the benefits in the Plan in the event the carrier modifies the Plan or the coverage is no longer available from the carrier.”

This Letter of Understanding shall be in full force during the term of the current Collective Agreement, and thereafter during the period of bona fide collective bargaining between the parties for a renewal of the current Collective Agreement, notwithstanding that negotiations may extend beyond the expiry date of the Collective Agreement.

DATED \_\_6th\_\_ day of \_\_\_\_\_ May \_\_\_\_\_, 2022 in the City of Delta.

SIGNED ON BEHALF OF THE BOARD:

SIGNED ON BEHALF OF THE ASSOCIATION:

“Neil Dubord”

“Mark McKinnell”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

6<sup>th</sup> May 2022

6<sup>th</sup> May 2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date