

2020

MEMORANDUM OF AGREEMENT

between the

WEST VANCOUVER POLICE BOARD

and the

WEST VANCOUVER POLICE ASSOCIATION

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING 2020 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 2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for five (5) years from 2020 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. General Wage Increases

The Employer and the Union agree that the new Collective Agreement shall reflect wage adjustments as follows:

- (a) Effective 2020 January 01, the First Class Constable rate of pay that was in effect on 2019 December 31st shall be increased by three percent (3.00%). The new hourly rate shall be rounded to the nearest whole cent. All other rank indices shall be maintained.

- (b) Effective 2021 January 01, the First Class Constable rate of pay that was in effect on 2020 December 31st shall be increased by two and one-half percent (2.50%). The new hourly rate shall be rounded to the nearest whole cent. All other rank indices shall be maintained.
- (c) Effective 2022 January 01, the First Class Constable rate of pay that was in effect on 2021 December 31st shall be increased by three percent (3.00%). The new hourly rate shall be rounded to the nearest whole cent. All other rank indices shall be maintained.
- (d) Effective 2023 January 01, the First Class Constable rate of pay that was in effect on 2022 December 31st shall be increased by the greater of three percent (3.00%) or the Vancouver Police Department wage settlement, as applied to First-Class Constable wages. The new hourly rates shall be rounded to the nearest whole cent. All other rank indices shall be maintained.
- (e) Effective 2024 January 01, the First Class Constable rate of pay that was in effect on 2023 December 31st shall be increased by the greater of three percent (3.00%) or the Vancouver Police Department wage settlement, as applied to First-Class Constable wages. The new hourly rates shall be rounded to the nearest whole cent. All other rank indices shall be maintained.
- (f) Retroactive payments arising from (a), (b), and (c) will be made as soon as possible following the date of ratification of this Memorandum of Agreement.

4. Article 8.2 – Specialist Allowances

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 8.2 to read as follows:

“Any member required to perform the duties of a Forensic Identification Specialist or Certified Level 4 Collision Reconstructionist will receive an additional five percent (5%) specialist pay in addition to their regular rate of pay.”

5. Article 9.4 (a) – Overtime – Accumulation and Banking of Overtime

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 9.4 (a) to read as follows:

- “(a) A member may elect to accumulate the overtime earned under this Section 9 in excess of one hundred twenty (120) hours accumulated at any one time, and, with the approval of the Chief Constable, the accumulated time may be taken as time off. Such time off as taken shall be considered as Annual Leave. As of November 1st in any year, the Member shall have the option to carry forward into the next year all or part of one hundred twenty (120) hours and be paid for any balance not carried forward.”

6. Article 10.3 – Statutory Holidays – Entitlement and Accumulation

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 10.3 with new subsection (e) specifying that those employees not designated by the Employer as required to work on a statutory holiday will be required to either take the day off as a day of paid leave, work the statutory holiday at straight time rates, or take the statutory holiday off without pay and working on a normal day of rest in that same week at straight time rates.

7. Article 12.1 – Extended Health Care Plan

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

- (a) Increase Plan deductible, from one hundred twenty-five dollars (\$125), to one hundred fifty dollars (\$150).
- (b) Increase Psychological Services Plan, from three thousand dollars (\$3,000) claimable per family per twelve (12) month period, to five thousand dollars (\$5,000) claimable per family per twelve (12) month period.
- (c) Increase Speech Therapy, from five hundred dollars (\$500) per person per calendar year, to one thousand dollars (\$1,000) per person per calendar year.

While not to be included in the new Collective Agreement, effective as soon as possible following the date of ratification of this Memorandum of Agreement, the Board agrees to instruct the benefit carrier to amend coverage as follows:

- (d) Amend Reimbursement from, eighty percent (80%) for first one thousand dollars (\$1000) and one hundred percent (100%) coverage thereafter, to eighty percent (80%) for first one thousand two hundred fifty dollars (\$1250) and one hundred percent (100%) coverage thereafter.
- (e) Increase Plan lifetime maximum per person, from one million dollars (\$1,000,000), to two million dollars (\$2,000,000).
- (f) Increase combined physiotherapy and massage therapy services, from one thousand dollars (\$1,000) combined per covered person each calendar year, to five thousand dollars (\$5,000) combined per covered person each calendar year.
- (g) Increase combined chiropractic services and naturopathic services, from five hundred dollars (\$500) per person and up to eight hundred dollars (\$800) per family each calendar year, to three thousand (\$3,000) per family each calendar year.
- (h) Add to the Plan fertility drugs for a twenty thousand dollar (\$20,000) per person lifetime maximum.

(i) Add sexual dysfunction drugs to the Plan.

8. Article 12.6 (a) – Sick Leave and Sick Leave Gratuity

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 12.6 (a) to reduce the maximum accumulation from “two thousand eighty-eight (2088) hours” to “one thousand forty-four (1044) hours.”

9. Article 12.6 (e) – Sick Leave and Sick Leave Gratuity

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to replace Article 12.6 (e) to read as follows:

“(e) Employees are eligible to access Sick Leave for the purpose of immediate family illnesses and emergencies. For the purposes of this subsection (e), ‘Immediate Family’ means the spouse, child, parent, or grandparent of an Employee, and any person who lives with an Employee as a member of the Employee’s family.”

10. Article 12.9 (NEW) – Wellness Leave

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to add a new Article 12.9 providing every employee with forty (40) hours of Wellness Leave in each calendar year. This leave must be taken as paid time off and may be taken in hour increments with supervisor approval. An Employee’s Wellness Leave is pro-rated if they join or leave the Employer without completing the full calendar year. This Leave is credited to eligible Employees on January 1st of each calendar year. Wellness Leave hours may not be carried into the next calendar year and time not taken shall be paid out.

11. Article 12.14 (f) – Maternity Leave Supplemental Employment Insurance Benefit Plan

Effective December 31, 2022, the Employer and the Union agree to amend Article 12.14 (f) to increase the Maternity Leave SEIB from ninety-three percent (93%) to one hundred percent (100%) of gross wages for seventeen (17) weeks.

12. Article 12.14 (g) (NEW) – Parental Leave Supplemental Employment Insurance Benefit Plan

Effective December 31, 2022, the Employer and the Union agree to add a new subsection (g) to Article 12.14 providing Parental Leave SEIB of ninety-five percent (95%) of gross wages for thirty-five (35) weeks. Employees who opt for extended parental leave benefits will have a top up equivalent to thirty-five (35) weeks of standard benefits prorated over the period they are in receipt of parental leave benefits.

13. Article 12.14 (h) (NEW) – Supplemental Employment Insurance Benefit Conditions

Effective December 31, 2022, the Employer and the Union agree to add a new subsection (h) to Article 12.14 by adding the requirement that employees who receive either SEIB agree to return to work with the Employer for a length of time equal to the period during which they received the top up or the top up paid to them may be recovered by the Employer.

14. Article 13.2 (a)(vi) – Probation period and Related Matters

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend (vi) 1) and add a new subsection (a)(vii) to Article 13.2 to read as follows:

“(vi) The Department may recognize previous Canadian police experience with other approved police departments for Probationary Constables who were not absent from active police work for longer than twelve (12) months immediately prior to being hired by the Department for purposed of:

- 1) ensuring their date of increment from their previous police department is recognized for increment eligibility and vacation entitlement; however, previous police experience will not be recognized for any other purpose including seniority related entitlements such as annual leave signup and scheduling.
- 2) establishing variable probationary periods for these Probationary Constables based on years of previous service. Specifically, a Probationary Constable with five (5) or more years' service may have a six (6) month probation; a Probationary Constable with between one (1) and five (5) years' service may have a twelve (12) month probation; a Probationary Constable with less than one (1) years' service shall have an eighteen (18) month probation.

(viii) When a new member with previous non-Canadian police experience is hired, and upon successful completion of their eighteen (18) month probationary period their completed years of service:

- 1) will be recognized for the purpose of annual vacation entitlement up to a maximum equivalent of an 8th Calendar Year of service. However, previous police experience will not be recognized for any other purpose including seniority related entitlement such as annual leave signup and scheduling.
- 2) will be recognized for the purpose of equivalent remuneration set out in Schedule “A” up to the maximum equivalent Constable 1st Class.”

15. Article 17.5 – Travel Expenses

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend Article 17.5 (b) and (e) to read as follows:

- “(b) When an employee is authorized to use their personal vehicle for work purposes, mileage is reimbursed at the Canada Revenue Agency’s Automobile Allowance Rates.
- (i) When calculating mileage, the allowable claim will be based on the actual distance between the Member’s home and the court or course location, less the distance normally travelled from the Member’s home to the West Vancouver Police office
- (ii) In no event will mileage be paid for travel within Metro Vancouver”
- “(e) When an employee is authorized to travel outside the Metro Vancouver Regional District, the employee receives a per diem allowances based on the rates set out in Canada Revenue Agency’s Directive for any meals and expenses which occur during the time they are outside such boundaries and are not otherwise provided.”

16. Joint Committee – Contract Policing

Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to establish a joint committee to review and make recommendations to the Chief Constable on the implementation of a model of contract policing appropriate to the District of West Vancouver.

17. Corporal Rank

The Parties agree to eliminate the Corporal rank as soon as practicable without detriment to employees currently holding that rank. To that end, the Parties will create a joint committee to make recommendations to the Chief Constable by June 30, 2023 for this purpose. If the Joint Committee is unable to agree upon recommendations by June 30, 2023 the Parties agree to engage an independent facilitator to resolve any unresolved issues. As of the date of ratification of this agreement, any vacancies in the Corporal rank shall be filled on a temporary or acting basis.

18. Housekeeping

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

- (a) delete expired effective dates;
- (b) replace “Superannuation” with “Municipal Pension Plan” as needed throughout the agreement; and

- (c) any changes mutually agreed to between the parties 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 a specific date, only the amendment 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 thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

DATED this 28th day of June, 2022 in the DISTRICT OF WEST VANCOUVER.

BARGAINING REPRESENTATIVES ON BEHALF
OF THE BOARD:

“Tom Wolf Von Gudenberg”

“Julie Blais”

“Eva Glickman”

BARGAINING REPRESENTATIVES ON BEHALF
OF THE ASSOCIATION:

“Chis Bigland”

“Neil Schaefer”

“Craig Petrie”
