

MEMORANDUM OF AGREEMENT

between the

VANCOUVER POLICE BOARD
(hereinafter called "the Employer")

and the

TEAMSTERS, LOCAL NO. 31
(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE VANCOUVER POLICE BOARD (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE VANCOUVER POLICE BOARD; AND IF THAT BOARD APPROVES, THEN TO THE VANCOUVER CITY COUNCIL;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE TEAMSTERS, LOCAL NO. 31 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE 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 by paragraphs 2 to 15, both inclusive.

2. **Term of Agreement**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree that the first sentence of Clause 1 shall be replaced with the following two sentences:

"This Agreement shall be for a term of four (4) years with effect from 2012
January 01 to 2015 December 31 both dates inclusive."

3. **General Increase**

Effective 2012 January 01, the rates of pay in effect on 2011 December 31 shall be increased by one and one quarter percent (1.25%);

Effective 2013 January 01, the rates of pay in effect on 2012 December 31 shall be increased by one and three quarter percent (1.75%); and

Effective 2014 January 01, the rates of pay in effect on 2013 December 31 shall be increased by one and three quarter percent (1.75%).

Effective 2015 January 01, the rates of pay in effect on 2014 December 31 shall be increased by two percent (2%).

4. **Coverage**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend paragraph B of the preamble by adding the following:

- (j) Budget Analyst – Financial Analyst Unit

5. **Clause 11.5 - Family Day (Public) Holiday**

Effective the date Family Day is implemented, the Employer and Union agree to add the Holiday to the list of recognized Public Holidays in Clause 11.4(a).

6. **Clause 5.4 - Probationary Period**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to add the following new paragraph (e) to Clause 5.4:

- “(e) Employees who, in their probationary period, are successful in applying for and obtaining another position(s) will be required to successfully complete the full six (6) month probationary period in that position. The total probationary period will not exceed twelve (12) months.”

7. **Clause 10.2 - Medium Term Sick Leave Plan**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Clause 10.2(f) to read:

- “For purposes of this clause, compassionate leave taken under Clause 12.2 shall not be deducted from the reinstatement requirement period referenced herein.”

8. **Clause 12 - Family Illness Leave**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to revise Clause 12.1 to read as follow:

- “An employee upon the approval of the supervisor may use up to three (3) full paid sick leave days from the Short Term Sick Leave Plan to provide for the needs of an immediate family member (spouse, child or parent) during an illness.”

9. **Clause 13.5 - Human Resources Records Including Disciplinary Documents**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to amend Article 13.5(a) by adding the following sentence to the end of the current provision to read as follows:

“With a copy to the Union, unless the employee requests otherwise. Such requests by the employee must be made in writing, with a copy to both the Employer and Union.”

10. **Dental Plan**

Effective 2013 January 01, the Employer agrees to instruct the carrier to adjust the Dental Plan 'A' to provide coverage for two (2) recall visits to the dentist per calendar year (which will include cleaning and fluoride treatments in accordance with the plan).

11. **Extended Health Benefits**

Effective 2013 January 01, the Employer and the Union agree to amend the Extended Health Care Plan so the Plan pays the dispensing fee up to \$10 per prescription.

12. **Parking**

While not to be included in the Collective Agreement, effective the date of ratification of the Memorandum of Agreement, the Employer and Union agrees:

a) That all Teamsters members will be subject to the Vancouver Police Department parking guidelines where parking is available; and,

b) The parking guidelines, as amended from time to time, will be available to all employees.

13. **Clause 13 - Testing**

Effective the date of ratification of the Memorandum of Agreement, the Employer and Union agree to add a new paragraph to Clause 13.6 which provides that any applicants having failed a test and then failed a subsequent retest will not be permitted to take another test until after one (1) year has elapsed or until the employee has successfully completed an approved training course prior to the one (1) year limitation.

14. **9-Day Fortnight Calculations**

Within ninety (90) days of the effective date of ratification of the Memorandum of Agreement, the Employer and Union agree to review the calculations of the 9-day fortnight to ensure their accuracy.

15. **Housekeeping**

Effective 2012 January 01, all housekeeping items which have been, or shall be, mutually agreed to between the parties prior to or during the drafting of the new Collective Agreement, shall be included in the new Collective Agreement. Such items include:

- (a) replacing the references to “Human Rights Act” or “the Act” with “BC Human Rights Code” or “the Code” in Article 4 – Workplace Human Rights;
- (b) replacing all references in the Collective Agreement to the “Pension (Municipal) Act”, “Superannuation Commissioner”, and “Municipal Pension Fund” with the correct references to the Municipal Pension Plan;
- (c) amending Article 12.2 – Compassionate Leave by replacing the term “compassionate leave” with the term “bereavement leave”;
- (d) deleting Schedule “D”, Part II – Parking and Re-Engineering;
- (e) deleting all outdated effective dates; and
- (f) change all calculations that reflect eleven (11) Public Holidays to reflect twelve (12) Public Holidays.
- (g) any other changes as mutually agreed during the drafting of the new Collective Agreement.

16. **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.

17. **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 ____ day of _____, 2012.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

BARGAINING REPRESENTATIVES FOR
THE UNION:
