

MEMORANDUM OF SETTLEMENT

Between

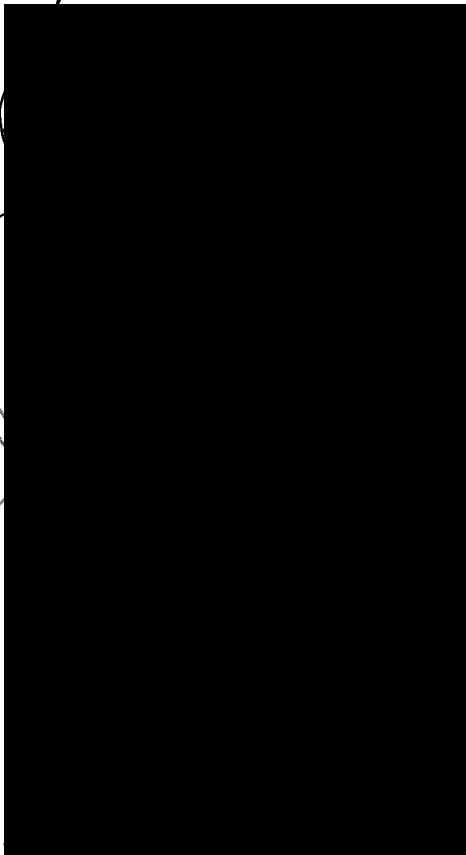
**Vancouver Police Board
("Employer")**

And

**Teamsters, Local No. 31
("Union")**

The respective bargaining committees of the parties hereby agree to recommend to their respective principals the attached terms for renewal of their collective agreement, which expired December 31, 2022. All changes to the collective agreement are effective the date of ratification unless otherwise expressly specified.

Vancouver Police Board



Teamsters, Local No. 31



Housekeeping

The Employer proposes a joint review of the CBA to make improvements from the perspective of Diversity, Equity and Inclusion. The review will not result in substantive changes.

- Examples where improvements can be made:
 - i. 12.3 (a) same sex relationships
 - ii. Husband/ wife = spouse
 - iii. Brother/Sister = siblings

The Employer proposes to update “WCB” to “WorkSafeBC” in the CBA.

Change Clause 11.1 (j) “upon leaving on reaching maximum retirement age” to “upon retirement”

Change Clause 11.1 (l) to read Clause 12.5(b), not Clause 12.4(b).

Exclusions

The following position will be excluded from the bargaining unit. After ratification, the Employer will offer the employee the option to remain in the bargaining unit on a legacy basis in their current position. If this action is chosen, the position will become non-union once the employee vacates the position.

- Aida Daconceicao – p/t Clerk III, Human Resources Section

Clause 1

Term – Two years – January 1, 2023 to December 31, 2024.

Clause 5

New Clause 5.4 to read:

(a) New Employees shall be placed in a probationary capacity until the completion of six (6) months' full time service with the Department. Part time and casual employees will serve a probation period of 910 hours' service with the Department (full time equivalent based on a 35 hour week). The probation period may be extended by mutual agreement of Employer and Union.

(b) The probationary period shall be for the purpose of determining the employee's suitability for continuing employment with the Employer. During probation, the employment of a probationary employee may be terminated if it can be satisfactorily shown that the employee is unsuitable for ongoing employment at the Department.

Subject to the grievance procedure, the probationary period may be shortened or waived if, in the opinion of the Employer, suitability for ongoing employment is demonstrated prior to the completion of the six (6) months' service described in 5.4(a).

(c) A probationary employee's suitability for ongoing employment will be decided on the basis of factors such as:

- (i) the quality of work**
- (ii) conduct**
- (iii) interpersonal skills**
- (iv) ability to meet standards set by the Employer.**

(d) If an employee completes probation, they will receive credit for time spent in the probation period for any applicable entitlements under the collective agreement.

Clause 8

Adjust 8.2 Shift Differential as shown below:

Employees shall be paid a shift differential of ~~\$1.00~~ **\$1.40** per hour for all regular hours that the Employer requires the employees to work after 6:00 p.m. and before 6:00 a.m. provided that where the majority of an employee's regular hours of work fall inside the period described above, the shift differential shall apply to the entire shift.

Adjust Clause 8.7 to provide pay to employees who, at the request of the Employer, are acting in a higher wage category. The higher pay will be provided for time actually spent working in the higher wage category. The clause will read:

On every occasion that an employee is temporarily required by the Employer to accept the responsibilities and carry out the duties incident to a position covered by this Agreement which is in a higher wage category which the employee normally holds, the employee shall be paid for ~~every day that~~ **time working** the duties of the higher wage category ~~are carried out~~ at the minimum rate in the scale for such higher wage category, **rounded to the quarter hour**, except

- (a) the salary received in the employee's own position is equal to, or exceeds, the minimum of the higher wage category, in which case the next higher rate in the pay range of the higher wage category shall be paid;
- (b) the employee is at the top rate in their own scale, and Clause 8.7(a) applies, acting assignments will be accumulated for purposes of increments (period to equal twelve (12) months) in the higher wage category, provided each assignment equals or exceeds one (1) pay period.
- (c) Appointments of employees to a level of higher responsibility must be authorized in writing by the Section Manager or designate.

Clause 9

Clause 9.2 and elsewhere in the CBA - Remove reference to MSP and "medical" coverage. Agree to LOU proposed by Union on October 26, 2023.

Adjust 9.2 (b) as follows:

Regular Full-Time Employees shall, effective the first day of the month following the date of hire, be entitled to be insured under the Extended Health Care Plan. The provision of the benefits shall be subject to the requirements of the Plan. The Plan shall contain, among other benefits:

- A vision care option (\$550.00 per person, payable per twenty-four (24) month period) including coverage for laser eye surgery
- Coverage for hearing aids (\$700.00 maximum payable per person in a five (5) calendar year period)
- Orthopedic shoes
- Diabetic equipment and supplies
- Ostomy supplies
- ~~\$700.00~~ **\$1750** maximum payable per person in a calendar year for the total of the following services: Clinical Psychologists, **Clinical Counsellors, Registered Social Workers, and Registered Psychologists**
- Oral contraceptives
- Mastectomy prosthesis-brassieres (2) immediately following surgery
- **\$1000** maximum payable per person in a calendar year for the total of the following services: **Registered Massage Therapist and Registered Physiotherapist**

The EHB lifetime maximum coverage under the Plan will be ~~\$1~~ **\$2** million per person. The Employer shall pay one hundred percent (100%) of the premium.

In cases where an eligible drug can be substituted with an available generic drug, the Extended Health Care Plan shall reimburse the price of the lower cost generic drug, unless the physician indicates "no substitutions" on the prescription.

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NOTE: All extended health benefit changes will be effective the first of the month, following one full calendar month after the Parties' ratification of the collective agreement.

Clause 9.4

Adjust the dental plan as shown below:

The Employer agrees to provide a Dental Plan for the benefit of Regular Full-Time Employees, effective the first day of the month following the date of hire, which provides for the following services:

- a) Basic Dental Services (Plan A) paying for eighty (80%) of the approved scheduled of fees to a maximum of ~~\$1250~~ **\$1400** per person per calendar year.
- b) Prosthetics, Crowns and Bridges (Plan B) paying for fifty (50%) of the approved schedule of fees to a maximum of ~~\$1250~~ **\$1400** per person per calendar year.

...

Clause 10.2

Adjust clause 10.2(f) as shown below

(f) The initial credit of sixteen (16) weeks shall be reinstated in full immediately after an employee who has used any portion of the sixteen (16) week entitlement has actively returned to work for a continuous period of ~~thirty (30) working days~~ **six (6) weeks**. Absences from work, such as but not limited to vacation and WCB, are not considered as active return to work. For purposes of this clause, bereavement leave taken under Clause 12.2 shall not be deducted from the reinstatement requirement period referenced herein.

Clause 11

Adjust Clause 11.4(a) by adding National Day for Truth and Reconciliation to recognized holidays.

NOTE: There will be a corresponding change to Schedule "D" to adjust from 12 days to 13 days

Clause 13

Adjust 13.2 to read:

13.2 (a) Employees' Eligibility to Apply on an Equal Basis for Posted Positions

All Employees who have completed their probation as per Article 5.4(a) shall be entitled to apply on an equal basis for any posted position in accordance with this Collective Agreement.

Adjust Clause 13.3(c) to read:

Trial Period

(c) On promotion or transfer to a new position, or movement to a lower rated position, an employee shall serve a six (6) month trial period in the position before being confirmed in the appointment. The trial period may be extended by mutual agreement of Employer and Union.

If the appointment is not confirmed:

- (a) an employee who was immediately previously in a confirmed Regular Full Time position will revert to that position or a position of equal value for which the Employer deems the employee to be qualified.**
- (b) All other employees will revert to casual status, with such bidding and seniority rights as set out elsewhere in this agreement.**

Schedule "A"

Wages - The Employer proposes to adjust the pay scales as follows:

January 1, 2023 – 4.5%

January 1, 2024 – 4.0%

Wage increases will be retroactive.

Retention and recognition payments:

One time lump sum retention payment of three-point five percent (3.5%) to all employees who remain employed at date of ratification, on all regular straight time wages earned in 2022 calendar year.

One time lump sum Recognition Payment of one percent (1%) to all employees who remain employed at the date of ratification, on all regular straight time wages earned in 2023 up to and including November 16, 2023 (at the updated 2023 wage rate).

Schedule "B"

Remove exclusions for 5.4.

Add that 13.3(c) trial period language applies as stated to all employees.

New Letter of Understanding – Joint Committee regarding Scheduling and Statutory Holidays

The Employer and Union hereby agree to establish a Joint Committee comprising of up to three representatives of each side to explore ways that the Department schedules employees in light of the impact of statutory holidays.

The Employer will endeavour to provide internal information reasonably necessary to the Committee in order for it to fulfil its mandate, subject to commercial obligations and the privacy obligations.