

AGREEMENT

THE VICTORIA POLICE BOARD

AND

THE VICTORIA CITY POLICE UNION

January 1, 2003 – December 31, 2006

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COLLECTIVE AGREEMENT

BETWEEN:

THE VICTORIA POLICE BOARD,
(hereinafter referred to as the "Board")

AND:

THE VICTORIA CITY POLICE UNION,
(hereinafter referred to as the "Union")

WHEREAS it is desirable for the purpose of maintaining the efficient operation of the Police Department, that harmonious relations be maintained between the Board and the members, and to that end that provisions be made whereby grievances, disputes and other matters relative to the welfare of the Board and the members may be discussed and settled amicably;

NOW THIS INDENTURE WITNESSETH that the parties hereto, in consideration of the mutual covenants hereunder contained, agree each with the other as follows:

ARTICLE 1. RECOGNITION AND DEFINITIONS

- 1(1) (a) The terms and conditions of this Agreement shall apply to all members of the Department as specially provided in the certificate of bargaining authority granted to the Union, and as varied from time to time by the Labour Relations Code of British Columbia.
- (b) Wheresoever the masculine gender appears it shall be deemed to include the feminine. Likewise the singular shall mean the plural where the context requires.
- 1(2) (a) "Party" shall mean either of the parties to this Agreement.
- (b) "Union" shall mean the Victoria City Police Union.
- (c) "Board" shall mean the Victoria Police Board.
- (d) "Bargaining Unit" shall mean all the sworn regular members of the Department below the rank of Inspector.
- (e) "Member" shall mean all of the persons in the employ of the Board who are covered by this Agreement.
- (f) "Probationary Member" shall mean a member paid at a monthly rate and filling a permanent position but who is fulfilling his/her probationary period towards permanency.
- (g) "Department" shall mean the Victoria Police Department.

- (h) "Seniority" means continuous service with the Employer since the initial date of hire that is uninterrupted by lay-off, resignation or termination. In the event two or more members have the same date of hire then the order of seniority shall be determined by lottery. In the event a member is granted an unpaid leave of absence (excluding Maternity/Parental/Adoption Leave) in excess of three (3) calendar months then a member's seniority date shall be "frozen" and seniority shall not accrue during such approved leave. Upon return to work, the member's seniority date shall be adjusted to ensure seniority has not continued during the absence from work.
- (i) "spouse" – includes husband, wife and common-law spouse
- (j) "common-law spouse" – includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 24 months.

ARTICLE 2, TERM OF AGREEMENT

- 2(1) This Agreement shall be in effect from January 1, 2003, to December 31, 2006, both dates inclusive, and shall continue in effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Agreement or a new Agreement.
- 2(2) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect, until the Union shall commence a legal strike, or the Board shall commence a legal lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Agreement.
- 2(3) Subsection (2) and (3) of Section 50 of the Labour Relations Code shall be inoperative and shall not be applicable to this Agreement.
- 2(4) Subject to the provisions of Section 50 ~~(1)~~ of the Labour Relations Code, the official bargaining agents for the parties to this Agreement, may, by mutual agreement, append Letters of Agreement to this Agreement.

ARTICLE 3, UNION SECURITY

- 3(1) The Board recognizes the Union as the sole bargaining agent for the bargaining unit and every member shall have the right to become a member of the Union and to participate in the lawful activities thereof.

- 3(2) (a) All present and future members covered by the terms of this Agreement, shall become members and, subject to the bylaws of the Union, remain members of the Union.
- (b) All probationary members shall immediately upon commencing employment, apply to the Union for a working permit.
- (c) The Union agrees that the Board shall be the judge of the competency of all members during their probationary period.
- 3(3) (a) The Board agrees to deduct from all members covered by this Agreement, and pay to the Union, a monthly fee equal to the Union's dues plus any other deductions authorized by the Union.
- (b) This deduction shall be a condition of employment and become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the member is still in the employ of the Board on the final day of the first pay period of the month.
- (c) Deductions shall be made in respect of all subsequent months provided a member works any part of the month.
- 3(4) In the event that the Board shall appoint Special Municipal Constables pursuant to the Police Act;
- (a) No such Special Municipal Constable shall receive pay from the Board for more than two (2) days in any year without the written agreement of the Board and the Union.
- (b) The Board will discontinue the employment of any Special Municipal Constable who fails upon request by the Union to make application for a working permit.
- (c) The rate of pay shall be that of a Probationary Constable I.
- 3(5) No Discrimination
The Employer and the Union agree that there shall be no discrimination or coercion exercised or practised with respect to any member by reason of legal activity in the Union.

ARTICLE 4, REMUNERATION

The scale of remuneration set out in Schedule "A" shall apply during the term of this agreement. Pay periods shall be on a bi-weekly basis with pay-days being every second Friday, or the immediately preceding working day in the event of a statutory holiday falling on a regular pay day. All members will normally be paid by direct deposit to an account in a financial institution specified in writing by each member.

ARTICLE 5. PAY FOR ACTING SENIOR CAPACITY

- 5(1) A member who has been duly appointed by the authority of the Chief Constable to perform temporarily the duties of a rank higher than he normally holds shall be paid at the appropriate rate for the senior rank for each shift or portion thereof that he performs such duties after being so appointed.
- 5(2) Any member who holds an acting senior rank and in doing so loses his seniority on annual leave, shall be paid at the acting senior rank's rate during his annual leave.
- 5(3) If a position under Section 5(1) of this Article is filled for longer than a cumulative period of **1044** working hours in any twelve (12) continuous months, it shall no longer be considered to be performed "temporarily", but shall be considered to be a vacancy and a promotion shall take place in accordance with Article 21(2), Promotion and Progression.
- 5(4) Section 5(3) above shall not apply when members are seconded to agencies which are not under the direct administration of the Board, or who are absent through accident or illness, leave of absence, training or any other occasion mutually agreed upon.

ARTICLE 6. SPECIAL ALLOWANCES

6(1) Clothing Allowance

- (a) Every uniformed member shall be issued on an as-required basis, at the discretion of the Chief Constable, the following items of uniform: jacket, trousers, skirts, overcoats, caps, waterproof clothing, ties, gloves and shirts. The last issue of such items shall remain the property of the Board. A refusal to issue may be appealed through the regular grievance procedure as outlined in Article **14** of this Agreement.
- (b) Each member entitled to the clothing allowance benefits provided under Subsection 6(1)(a) above shall be paid a bi-weekly amount of seven dollars and twelve cents (\$7.12) in lieu of the following items: boots/shoes, socks and pantyhose.
- (c) Style and character of the uniforms and equipment issued to the members shall be according to the Police Act, Police (Uniforms) Regulations. The Union shall be afforded the opportunity of meeting with the Chief Constable, or an officer designated by him, for the purpose of communicating the views of the Union with respect to the style and character of uniforms and equipment other than prescribed by the Police (Uniforms) Regulations. Prior to a change being made in the style or character of the uniforms or equipment, the Union will be advised of the proposed change and afforded an opportunity of considering the proposed changes and meeting with the Chief Constable, or an officer designated by him, for the purpose of making representations with respect to the proposed changes.

- (d) Upon the recommendation of the Chief Constable, all damage to a member's clothing and equipment, whether issued or required by the Board, and incurred in the course of duty, shall be assumed and paid by the Board, except there shall be a maximum of two hundred and fifty dollars (\$250.00) in any single claim or incident in regard to watches and jewellery.
- (e) All members granted permanent clothing allowance shall be paid the sum of forty-one dollars and sixteen cents (\$41.16) bi-weekly in lieu of the clothing mentioned in Subsection 6(1)(a), and all members granted clothing allowance on a temporary or intermittent basis shall be paid in lieu of the clothing mentioned in Subsection 6(1)(a) the sum of five dollars (\$5.00) for each day such members are required to work in plainclothes.
- (f) It is understood that members absent on unpaid leave of absence, vacation, sick leave, or Workers' Compensation benefits for a period in excess of four (4) consecutive weeks shall not be entitled to clothing allowances set out in this Agreement for the duration of such absence(s).

6(2) Cleaning Allowance

In lieu of a monthly payment of a cleaning allowance to individual members, the Employer shall provide a cleaning service to all members without cost to a member. The frequency of cleaning and types of clothing to be cleaned (shirts, pants, tunics, coats, etc.) shall be determined by the Union/Management Committee.

6(3) Educational Fund

- (a) Limited funding is available through the Police Educational Fund to financially assist members of the Department who are interested in furthering their education by enrolling in approved courses at accredited educational institutions.
- (b) An approved course will be officially classified as such when, in the opinion of the Chief Constable, the police service will materially benefit from the course, and such benefit will be derived within a reasonable time.
- (c) Applications for financial assistance will be received from any members of the Department having satisfactorily completed the probationary period.
- (d) Members wishing to take advantage of this Fund will, prior to enrolment in any course, make application in writing to the Chief Constable together with relevant documents. The Chief Constable will rule on the acceptability of the course, the member's enrolment, and the provision of financial assistance.

- (e) Tuition fees will be paid in the first instance by the member. With respect to courses involving a final examination, the Board will reimburse the member for the tuition fees upon the member submitting evidence that he has successfully completed the course. With respect to courses not involving a final examination, the Board will reimburse the member for his tuition fees upon the member producing written proof from the Course Administrator certifying a minimum of 80% attendance, and a satisfactory completion of such course.
- (f) Applications for reimbursement of tuition fees shall be submitted to the Chief Constable, accompanied by receipts and statements of marks attained, or a letter from the Course Administrator as required above. Applications for reimbursement must be submitted within three (3) months of course completion.
- (g) Members who are financially assisted by this Fund are expected to remain in the service of the Department for five (5) years following completion of any approved course. Tuition fees paid by the Board may be recovered if a member resigns, or is discharged from the Department, within five (5) years of completion of such course.
- (h) The Union shall be afforded the opportunity of meeting with the Chief Constable, or an officer designated by him, for the purpose of communicating the views of the Union with respect to the operation of the Educational Fund. Prior to a change being made in the operation of the Educational Fund, the Union will be advised of the proposed change and afforded an opportunity of considering the proposed change and meeting with the Chief Constable, or an officer designated by him, for the purpose of making representations with respect to the proposed change.

6(4) Shift Differential

In addition to regular salary, members shall be entitled to be paid an additional fifty-eight cents (58¢) per hour for each tour of duty, or portion thereof, the majority of the hours of which are worked between 1600 and 2400 hours and to be paid an additional seventy-three cents (73¢) per hour for each tour of duty, or portion thereof, the majority of the hours of which are worked between 2400 and 0800 hours.

The foregoing shift differential premium shall apply only for hours worked and shall not be included in calculating overtime.

6(5) Field Instructor

A member who is fulfilling the duties and responsibilities of a field instructor shall be paid an additional allowance of seven and one-half percent (7.5%) of the Constable First Class (at Index 100) hourly rate of pay for each tour of duty or portion thereof.

6(6) Specialist Pay

Members who are, by mutual agreement of the Employer and the Union, designated as “specialists” shall receive an additional five percent (5%) of a First Class Constable’s rate of pay in recognition of the following factors:

- (a) Requirement to standby: the designated members are subject to call back as part of their specialist function.
- (b) Disruption to private life: the designated members off duty time is in some way effected by their specialty.
- (c) Limitations to career moves: the designated members commitment to the given specialty restricts his/her ability to accept other career moves.
- (d) Off duty training time: the designated members are expected to maintain certain levels of ability and/or physical fitness which is in addition to the normal designated training days.
- (e) Specialized skills in the given areas: The designated members have obtained a high level of skill in their specialty which are not found at the same level in the general membership.
- (f) Where a member receiving Specialist Pay is absent from duty due to sickness or injury for a period in excess of thirty-one (31) days, and where such absence prevents the member from performing or being affected by the factors that result in Specialist Pay, that member shall not receive Specialist Pay during the period they are absent from duty.

Members designated as ‘Specialists’ pursuant to this Article are:

- (a) Members of the Emergency Response Team
- (b) Members of the Forensic Identification Section
- (c) Members assigned as Dog Handlers

6(7) Firearms Trainer

- (a) The employer may appoint a “Firearms Trainer” to supervise the range safety officers, to supervise individual members during training in the use of firearms and to supervise exercises required for qualifications and credentials of members in the use of firearms.
- (b) The appointment of a member as the “Firearms Trainer” requires the approval of the Chief Constable (or his designate).

- (c) A member appointed as the "Firearms Trainer" who is presently employed at a rank below the rank of Sergeant, shall be compensated at the hourly rate of **115%** of the index of the First Class Constable while at the firearms range and while performing the supervisor responsibilities of the "Firearms Trainer".

6(8) Transportation While Attending Training

- (a) Any member who is required by the Employer to attend a course of training of not less than 5 weeks duration at a location outside British Columbia shall be provided with 1 (one) return flight to Victoria during the course. Should a member wish to make alternate arrangements regarding the return flight, the member shall obtain approval of the Chief Constable.
- (b) Where a member is required by the Employer to attend a course of training where the training is located outside of the Capital Regional District, then time spent traveling to or from the course location, while off duty, shall be compensated at an equivalent period of time off work with pay at straight time rates. The time off work shall be scheduled by mutual agreement of the member and Employer as soon as practical upon return from the training course.

6(9) Occupational Health and Safety

- (a) The Employer shall supply without cost to a member, a protective vest upon request. Those members now using a protective vest will have the vest replaced when the vest is no longer serviceable. The selection of a standard style and make of protective vest shall be made jointly by the Board and the Union.
- (b) Hepatitis "B" shots shall be provided to those members who request it.
- (c) C.P.R. masks shall be provided to those members who request it.

6(10) Medical Attendance

A member who is required to attend while off-duty at a medical facility for initial treatment and/or testing relative to a potential job-related exposure to a serious infectious disease, such as Tuberculosis, Hepatitis or HIV, shall receive six (6) hours regular straight-time compensation for such attendance.

ARTICLE 7, OVERTIME

- 7(1) A member is entitled to overtime compensation only when the overtime is authorized in advance by the Chief Constable.

7(2) Extended Tour Overtime

- (a) A member required to work overtime of fifteen (15) minutes or more following a regularly scheduled shift, shall be paid at the rate of one and one-half times ($1\frac{1}{2}x$) the regular rate, exclusive of shift differential, for the first two (2) consecutive hours of overtime worked and at the rate of double time ($2x$) the regular rate for all overtime hours worked in excess of two (2).
- (b) Overtime on a statutory holiday shall be at the rate of double time ($2x$), exclusive of shift differential.

7(3) Call Out

- (a) For the purpose of this Agreement, a call out shall be when a member is ordered by an Executive Officer (or his designate) to return to work other than during his regular detailed working hours.
- (b) A member who is called out on his regular working day shall be paid at a rate of double time ($2x$) of regular pay exclusive of shift differential, and the minimum compensation shall be a product equivalent to three (3) hours at the rate of double time ($2x$).
- (c) A member who is called out on a regular day off, or on advance credit leave or overtime leave, shall be paid at the rate of double time ($2x$) for each hour worked and the minimum compensation shall be a product equivalent to four (4) hours at double time ($2x$).
- (d) A member who is called out on a statutory holiday shall be paid at the rate of double time ($2x$) for each hour worked and the minimum Compensation shall be a product equivalent to four (4) hours at double time ($2x$), and the provisions of Subsection (2)(b) of Article 9 do not apply.
- (e) A member who is called out during his annual leave shall be paid at the rate of two and one-half times ($2\frac{1}{2}x$) his rate of pay for each hour worked and the minimum compensation shall be twelve (12) hours at time and one-half ($1\frac{1}{2}x$).

7(4) Court Time Schedule

- (a) The following compensation in straight time pay shall apply for attendance at each court session:
 - (i) For members attending on a work day, but outside of their normal shift hours:
 - six (6) hours for night shift; and,
 - four (4) hours for any other shift.
 - (ii) Eight (8) hours when a member is on Designated Leave.

- (iii) Sixteen (16) hours when a member is on Annual Leave.
- (b) For the purposes of this Section:
- (i) "Nightshift" shall mean any shift in which the normal hours conclude not earlier than 0201 and not later than 0930.
 - (ii) "Court Session" shall mean each sitting of the court in the morning, or the afternoon, or the evening, or any other time of the day designated by the court.
 - (iii) "Designated Leave" shall mean "days off" and "leave of absence".
 - (iv) "Retained Overtime" shall mean those overtime hours retained.
 - (v) "Days Off" means the scheduled time off between working days, not including "advanced credit hours", "overtime" and "annual holidays".
 - (vi) "Overtime" shall be considered as a working day.
 - (vii) "Court" shall mean Provincial Court, County Court, Assize Court, or any other court, inquest, board, tribunal, hearing, or any other body which is convened by authority of a Federal, Provincial, or Municipal statute and to which a member is compelled to attend by virtue of his employment with the Board.
- (c) The following shall apply to out-of-town court appearances:

Normal Workday:

- (i) Day commences at the normal time of shift or when the member leaves home directly for court, whichever is applicable, and continues through until the completion of his normal shift hours (i.e. 8, 10, 12 hours).
- (ii) For each overnight stay required, the working hours of the next day shall be deemed to be an eight (8) hour tour of duty coinciding with the hours of the sitting(s) of the court and the other requirements relating thereto.
- (iii) Overtime rates apply for time expended beyond the tour of duty. Time expended beyond tour of duty confined to:
 - in one (1) day, from commencement of overtime to return to residence.
 - if overnight stay is required, from commencement of overtime until the member's presence in Court is no longer required on that day.

- (iv) Signed court slip verifying date and time of attendance to be submitted with overtime slip.

Day Off:

- (i) Where round trip completed within the day:
 - Time and one-half (1½x) for time expended between member leaving residence and returning to his residence,
- (ii) If overnight stay is required:
 - Working hours to be paid at time and one-half (1½x) shall consist of actual travelling time plus time when attending court, with a minimum of six (6) hours in any one (1) day.
- (iii) Signed court slip verifying date and time of attendance to be submitted with overtime slip.

(d) Annual Leave

As in Article 7, Subsection 4(a)(ii) above, except the rates shall be double time (2x) with a minimum of twelve (12) hours in any one (1) day.

(e) Court Cancellation

When a member is not notified of the cancellation of a court appearance at least fifteen (15) hours prior to the scheduled appearance, he shall be entitled to one-half (½) the compensation he would have received had he appeared.

A member shall be considered to be notified of the cancellation of a scheduled court appearance if such de-notification is communicated to the member either in person or by telephone message to the member's voice mail box or telephone call answering device at least fifteen (15) hours prior to the scheduled court appearance.

Court Notification

In the event of a court notification falling within a four day (or more) period of pre-scheduled leave of advance credit hours or annual leave (or any combination thereof) then the compensation set out in Article 7(4)(a)(iii) being sixteen hours shall apply.

Court Leaves

In the event of a court notification falling on an approved leave that immediately precedes or immediately follows a four day (or more) period of pre-scheduled leave of advance credit hours or annual leave (or any combination thereof), then the compensation set out in Article 7(4) (a)(iii) being sixteen hours shall apply.

- (f) Court/WCB
Notwithstanding any of the provisions otherwise contained in this Agreement, a member required to make appearance(s) at court while in receipt of the benefits under Article 12 (7) (Workers' Compensation Supplement) shall not receive any benefits of this Article 7, but rather, shall receive only the benefits provided under Article 12 (7) (Workers' Compensation Supplement).

7(5) Compensation While Assigned to Extra Duty

- (a) "Extra duty" assignments shall mean those policing functions that are required by permits issued by the City of Victoria to third parties and where the third party reimburses the Employer for the costs of providing police services.
- (b) Members who are assigned to and voluntarily accept "extra duty" assignments shall be compensated at the rates of pay set out in the collective agreement at Article 7(3), Call-out.
- (c) The compensation pursuant to Article 7(3), Call-out, for "extra duty" assignments shall be paid out and shall not be banked time.
- (d) In the event a member of the Union has accepted and is scheduled to work an "extra duty" assignment and subsequently the member cannot fulfill their commitment to work the "extra duty" assignment, then the member who is unable to work the "extra duty" is responsible to find a replacement Union member to work the assigned "extra duty".

7(6) Standby

- (a) Where a member is required by the Chief Constable (or his designate) to "standby", such member shall be compensated at the rate of three (3) hours straight time pay for any twenty-four (24) hour period between 2400 hours of any given day to 2400 hours of the following day. A member called out during such standby assignment shall be compensated for such call-out in accordance with Article 7(3) Call Out in addition to the member's standby compensation.
- (b) In the event that a member, while off duty, receives a telephone call from the department in relation to an investigation with which he/she is involved, then that member shall be entitled to claim compensation at their straight time rate in increments of fifteen (15) minutes for the time so spent. It is understood that receipt of telephone calls of an administrative nature shall not trigger this provision.

- (c) For the purpose of this Article, compensation shall be in time off work with pay and shall not be paid out.
- (d) This Article has no application to those members who receive a specialist pay rate, when a part of such rate includes the requirement to standby.

ARTICLE 8. VACATIONS

- 8(1) (a) For the purpose of preparing vacation lists, members from the rank of Fourth Class Constable up to and including the rank of Sergeant shall be divided into groups according to their assigned Division, Section or Patrol Watch, whichever is the smallest working group.
- (b) Within each group, members shall be further divided into two sub-groups: Sergeants; First, Second, Third and Fourth Class Constables.
- (c) Within each of the above noted groups and sub-groups, seniority in years of continuous service with the Board shall determine priority in choice of vacation dates, and the vacation lists shall be worked out within the above noted groups and sub-groups as a matter of agreement among the members of each of the said sub-groups; provided however, that the final lists for each group and sub-group shall be subject to the approval of the Chief of Police.
- 8(2) Paid annual vacation for all members covered by this Agreement shall be allowed as follows:
- (a) Members leaving the service in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Emj Standards Act.
 - (b) In the first (1st) part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ten (10) working days for each month or portion of a month greater than one-half (½) worked by December 31.
 - (c) During the second (2nd) up to and including the seventh (7th) calendar year of service - one hundred and twenty (120) hours.
 - (d) During the eighth (8th) and up to and including the fifteenth (15th) calendar year of service - one hundred and sixty (160) hours.
 - (e) During the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service - two hundred (200) hours.
 - (f) During the twenty-fourth (24th) and all subsequent calendar years of service - two hundred and forty (240) hours.

- (g) Members who leave the service after completion of twelve (12) consecutive months of employment shall receive vacation for the calendar year in which termination occurs on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month or portion of a month greater than one-half (1/2) worked to the date of termination.
- (h) "Calendar year" for the purpose of this Agreement shall mean the twelve-month period from January 1st to December 31st, inclusive.
- (i) For the purpose of this Section "working days" shall mean eight (8) working hours.
- (j) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (k) A member scheduled to retire and receive Superannuation pursuant to the Municipal Pension Act or who has reached the mandatory retirement age, shall be granted full vacation entitlements for the final calendar year of service.
- (l) A member who is entitled to annual vacation as provided for in this section may, at the member's option, defer the taking of leave. However, the maximum deferred vacation entitlement at any time may not exceed:
 - i) 40 hours for a member with less than 8 years of service;
 - ii) 120 hours for a member during the eighth (8th) and up to and including the fifteenth (15th) calendar year of service;
 - iii) 160 hours for a member during and after the sixteenth (16th) year of service.
- (m) Deferred vacation entitlement in excess of the maximum amounts set out in Article 8(2)(l) may be approved by the Chief of Police.
- (n) Any member who is off duty due to a compensable injury in any period when his annual leave normally falls due shall take his annual leave upon return to duty at such time or times to be approved by the Chief Constable, except where otherwise mutually agreed between the member and the Chief Constable.
- (o) Members with prior full-time police service with a recognized Canadian police agency are entitled to recognition of that service for the purposes of vacation entitlement. Recognition of previous service shall not apply for the purpose of annual leave sign-up or scheduling.

ARTICLE 9, STATUTORY HOLIDAYS

- 9(1) All members of the Department shall, subject to Section 9(2) below be entitled to the following holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all general holidays proclaimed, declared or otherwise designated by the City of Victoria, the Province of British Columbia and/or the Government of Canada.
- 9(2) The following shall apply to any member who works on any of the holidays mentioned in Section 9(1) above:
- (a) compensation in pay shall be made at the rate of time and one-half (1½x) in addition to regular pay; and,
 - (b) a member covered by Section 11(1) shall also receive a day off in lieu, for each one (1) of the holidays worked.
- 9(3) The following shall apply to those members working the ten (10) and twelve (12) hour shift:
- (a) they shall be granted eighty-eight (88) hours up-front statutory leave for each calendar year;
 - (b) this time shall be expended in time off and it may be taken in a block;
 - (c) members who have previously designated blocks of statutory leave shall be given consideration where later, minimum leave is stipulated during the block;
 - (d) a statutory holiday shall be considered as being the date upon which the shift commences.
- 9(4) Any member who is on annual leave, weekly leave or receiving workers' compensation benefits on the date that a statutory holiday occurs, shall be entitled to time off or pay in lieu of such holiday, except members covered by Article 11, Sections (2) and (3) to whom this Section 9(4) shall apply only in respect to workers' compensation benefits.
- 9(5)
- (a) Members not working on a statutory holiday who do not receive up-front statutory holiday time shall be deducted in the amount of the number of hours by which his normal daily shift hours exceed eight (8).
 - (b) Members not working on a statutory holiday who receive up-front statutory holiday time shall be deducted in the amount of the number of hours equal to his normal daily shift hours.

- (c) Deductions referred to above shall be mutually arranged between the member and the Chief Constable.

9(6) The following shall apply to the Patrol Division:

- (a) The Chief Constable at his discretion may reduce manpower on a statutory holiday.
- (b) Any such reduction of manpower shall first be determined on a voluntary basis and to the extent that insufficient members volunteer to take the statutory holiday off, the Chief Constable or his shift supervisor may designate such additional number of members as may be required.
- (c) The Board shall endeavour to ensure an equitable distribution of enforced time off on statutory holidays.
- (d) A member who would ordinarily be scheduled to work on such statutory holiday but is ordered to take the day off in accordance with the above, shall receive his normal salary but shall have his advanced statutory holiday time reduced by eight (8) hours pursuant to Section **9(5)** above.

ARTICLE 10. ELECTION RESPECTING PAY OR TIME OFF IN LIEU OF OVERTIME AND ADVANCED CREDIT HOURS

10(1) For the purposes of this Article, “overtime” includes compensation as set out in Article 7 – Overtime and compensation for working on a statutory holiday as set out in Article 9(2)(a).

10(2) For the purposes of this Article, “advanced credit hours” includes floater days (up to **102** hours in a calendar year) as set out in Article **11(4)(b)** – Floater Days and statutory holiday leave (up to 88 hours in a calendar year) as set out in Article 9(3).

10(3) (a) During a calendar year a member may accumulate, in a time bank, earned hours which shall not exceed eighty (80) straight time hours at any time and such overtime hours are to be taken as scheduled time off or cash during the calendar year.

(b) Where a member has accumulated overtime hours during a calendar year the member shall be paid out such overtime after December 31 of the calendar year.

10(4) In the event that advanced credit hours have not been used in the calendar year in which they have been earned then:

(a) at the discretion of the Chief Constable, the employer may pay out the unused hours at the hourly rate in effect at the time the advanced credit hours were earned, or

- (b) the Chief Constable may order that the unused advanced credit hours be scheduled as paid time off work at a mutually agreeable time as soon as practical after the calendar year in which the advanced credit hours were earned.
- (c) any other agreement acceptable to the Chief Constable to discharge the advanced credit hours.

ARTICLE 11. HOURS OF WORK

11(1) Notwithstanding anything else contained in the agreement, in the event the Chief of Police or his designate is of the opinion that there exists an emergency affecting the public, the Chief of Police or his designate may advance or retard the posted hours of work for any member up to eight (8) hours, only for the period required to cope with such emergent circumstances and provided the following condition is complied with:

The Chief or his designate meets with the Union Officials who are available on short notice to explain the circumstances and consult on the ramifications of such changes.

In addition, the Chief of Police or his designate may vary the days of work and leave during an emergency as noted above, provided the total days worked, over a twenty-eight (28) consecutive day period do not exceed sixteen (16), and provided:

- (a) where practical, each member shall have not less than two (2) consecutive days of leave in each seven (7) consecutive day period; and,
- (b) where emergent or abnormal circumstances preclude two (2) consecutive days of leave in any seven (7) consecutive day period the days of leave not taken as per Article 11(1)(a) above shall be taken in time off at a later date.

11(2) The following shall apply to all employees of the Board not specified under Section 11(3) (Patrol Division) and 11(6) (Court Liaison) of the agreement.

- (a) The hours of work shall be based on a forty (40) hour work week, consisting of four (4) consecutive days of work and three (3) days off as weekly leave
- (b) The working day shall consist of ten (10) consecutive hours.
- (c) In the Traffic Division:
 - (i) day shift shall commence no later than 0900 hours;
 - (ii) afternoon shift shall commence not later than 1700 hours; and

- (iii) relief shall be done by a designated Acting Sergeant when the NCO is off on annual leave, department initiated courses or off sick more than two consecutive days.
- (d) In the Detective Division:
 - (i) day shift shall commence no later than 0900 hours; and,
 - (ii) afternoon shift shall commence not later than 1700 hours.
- (e) In the Community Policing Division:
 - (i) day shift shall commence no later than 0900 hours; and,
 - (ii) afternoon shift shall commence not later than 1700 hours.
- (f) In all other Divisions:
 - (i) all other divisions including but not restricted to, Forensic Identification, Research and Planning, Crime Analysis, Staff Development, Records and Communication, Public Complaints and Crime Stoppers day shift will start no later than 0800 hours.

11(3) Section 11(2) of this Article shall have application only in respect to the Patrol Division consisting of four **(4)** platoons and such other Special Details as may be necessary from time to time. The hours of work for the Patrol Division shall consist of an average of forty (40) hours in a week, worked in the following manner:

- (a) two (2) consecutive day shifts of twelve (12) consecutive hours each commencing not later than 0800 hours followed by twenty-four **(24)** hours off, then two (2) consecutive night shifts of twelve (12) consecutive hours each commencing not later than 2000 hours followed by ninety-six (96) hours off.
- (b) The following shall apply in respect to Floater Days:
 - (i) The shift schedule shall be brought to an average of forty (40) hours per week by granting each member covered by this Section an additional day off duty every six (6) weeks. This day shall be earned at the rate of one-half (1/2) hour for each twelve (12) hour shift worked.

- (ii) It is understood that such additional day *off* duty every six (6) **weeks** (floater day) is to be scheduled and taken as paid time off in the calendar year in which it is earned by a member.
- (iii) Subject to staffing requirements, these floater days may be taken off individually or in a block.
- (iv) Members who have previously designated blocks of Floater Leave shall be given consideration where later, minimum leave is stipulated during the block.

(c) "Night Shift" shall mean 1900 hours to 0700 hours.

11(4) The Chief Constable or his delegate may advance or retard the normal shift starting times of Traffic and Patrol Division members without penalty, for up to two (2) hours in either direction of the member's normal starting times as operational needs require. The Chief Constable or his delegate shall give twenty-four (24) hours notice and shall, subject to operational needs, attempt to seek volunteers prior to ordering any individual members to change the starting time of his shift. The provision for twenty-four (24) hours notice may be waived by an affected member.

11(5) The Chief Constable may assign any member to temporary special duties as operational needs arise, and may require any such member to work ten (10) hour shifts in accordance with Sections 11(3).

Special duties shall be defined as:

- (a) task force projects instituted on a temporary basis to investigate specific crime problems; and,
- (b) police coverage of special operational needs, such as parades, official visits, planned public demonstrations or planned sporting events; and,
- (c) any other matter of police concern to which the parties agree this provision may apply.

In the absence of twenty-four (24) hours notice of reassignment on special duties, the member shall be deemed to be "called out" in respect of his first shift and the provisions of Article 7, Subsections (3)(c), (3)(d), and (3)(e) shall apply.

11(6) The Court Liaison Officer shall work an eight (8) hour shift based on five (5) consecutive days of work Monday to Friday, followed by two (2) consecutive days off. The shift shall start no later than 0800 hours.

11(7) Work Exchange

When, due to staffing requirements or other reasons, it is not possible for a member to take time off under the provisions of any other Section of this Agreement, it shall be permissible for one member to work for another, provided that:

- (a) the immediate supervisors of both members agree, and written authority is granted by such supervisors prior to the exchange taking place.
- (b) if both members are in the same division, the work exchange may be effected by way of working the other member's shift at the approved time, or by transfer of leave hours.
- (c) if the members are in different divisions, then the member working shall be credited the number of hours worked from the other (non-working) member's leave hours.
- (d) there shall be no increase cost to the employer in accommodating the work exchange (for example: overtime or a difference in wage rates of members involved in the work exchange).

ARTICLE 12. MEMBERS BENEFITS

12(1) Dental Plan

- (a) Coverage will be according to Schedule "C" attached.
- (b) The Board shall contribute one hundred percent (100%) of the monthly premium cost for Plan "A" and Plan "B" and fifty percent (50%) of the monthly premium cost of Plan "C" provided under Section 12(1).
- (c) A member shall become eligible for the benefits provided by the Dental Plan on the first day of the month following the successful completion of their probationary period.
- (d) A member recruited directly from employment in another Canadian policing jurisdiction (exempt employee) shall become eligible for the benefits provided by the dental plan on the first day of the month following their date of hire.

12(2) Group Life Insurance

- (a) The Board shall maintain a Group Life Insurance Plan for members which shall provide group life insurance coverage on the basis of two hundred percent (200%) of the member's current annual salary, calculated to the next highest \$1,000.

- (b) Such Group Life Insurance coverage shall be provided from the **1st day** of the month following date of employment.
- (c) The Board shall contribute fifty percent (50%) of the monthly premiums and the member shall contribute through payroll deduction, fifty percent (50%) of the monthly premiums for the benefits provided under Section 12(2).

12(3) Medical Services Plan. Including Extended Health Benefits

A member shall become eligible for the benefits provided by the medical plan from the first day of the month following the date of employment. A member shall become eligible for the benefits provided by the extended health care plan on the first day of the month following the successful completion of their probationary period.

The Board shall make available to all permanent members coverage under the Medical Services Plan and the Extended Health Benefits (to a lifetime maximum of one million dollars (\$1,000,000.00)).

- (a) Vision Care
Coverage to provide for the purchase of corrective lenses and frames or contact lenses to a maximum payable amount of three hundred dollars (\$300.00) per person in any two (2) calendar year period.
- (b) Hearing Aid Care
Hearing aids for adults (up to age 65) and children when prescribed by a certified Ear, Eye, Nose and Throat specialist; up to seven hundred dollars (\$700.00) per person in a five (5) calendar year period.
- (c) The Employer shall contribute seventy-five percent (75%) of the monthly premium costs for coverage under the Extended Health Care Plan and the employee shall contribute the remaining twenty-five percent (25%).

It is understood by the parties that the Employer shall retain the employee portion of any Employment Insurance rebate program to offset, in part, the cost of and improvements to the health and welfare benefit plans.

- (d) Psychological Health Plan
With a \$ 2400 annual cap on a 50/50 cost share basis between the member and the Employer. This plan shall be confidential.
- (e) Alcohol & Drug Residential Program
At the request of a member and/or the Union, a member shall be entitled to attend a mutually agreed residential Drug and Alcohol Treatment facility for a treatment program of up to six (6) weeks. The cost of attending such a program shall be borne fifty (50) percent by the employee and fifty (50) percent by the employer.

(f) Exempt Members

A member recruited directly from employment in another Canadian policing jurisdiction shall become eligible for the benefits provided by the medical and extended health care plans on the first day of the month following their date of hire.

12(4) The Effect of Unpaid Absences on Benefits

- (a) After an absence of fourteen (**14**) consecutive calendar days of unpaid leave the employer obligation to pay B.C. Medical Services Plan, Extended Health Plan, Dental Care Plan, or Group Life Insurance premiums ceases. However the member on the unpaid leave of absence may continue coverage in such plans by assuming one hundred percent of the costs of the premiums for the duration of the leave beyond the initial fourteen (14) consecutive calendar days. The ability to maintain benefit coverage in such plans beyond six (6) months of unpaid leave of absence shall be at the sole discretion of the benefit plan provider (carrier).
- (b) A member who requests and is granted an unpaid leave of absence shall not accumulate or receive vacation, sick leave or statutory holiday entitlements while on such leave.

12(5) Sick Leave

- (a) Members shall be entitled to sick leave in accordance with the following schedule:
- (i) During the first twelve (**12**) months of service: one (1) day being eight (8) working hours for each completed month of service commencing upon satisfactory completion of three (3) months of continuous service.
- (ii) Upon completion of one (1) year of service and up to and including the fifth (5th) year of service: twelve (12) days per year being ninety-six (96) working hours.
- (iii) Upon completion of the fifth (5th) year of service and up to and including the fifteenth (15th) year of service: eighteen (18) days per year being one hundred forty-four (144) working hours.
- (iv) Upon completion of the fifteenth (15th) year of service and each completed year of service thereafter: twenty-four (**24**) days per year being one hundred ninety-two (192) working hours.

- (v) The yearly sick leave entitlements set out in Subsections (ii) through (iv) above shall be advanced to employees on January 1st of each year of service. However, should the employment of such employee terminate for any reason before the yearly sick leave entitlement advanced on this basis has been earned in that year, an adjustment shall be made to the employee's final cheque to repay such advance.
- (vi) In no case shall a maximum of sick leave taken by a member exceed one thousand forty (1040) hours in any twelve (12) month period.
- (b) (i) Where a member has not had sick leave or used only a portion of their entitlement as set out above, the unused sick leave entitlement shall accrue and be available to employees at the rate of one hundred percent (100%) during the first five (5) years of employment; at the rate of sixty-six and two-thirds (66 2/3) from the sixth (6th) year to and included the fifteenth (15th) year; however in the sixteenth (16th) year and each year thereafter the amount of accrual shall be fifty percent (50%) of the unused entitlement.
- (ii) It is understood by the parties that in the event of a member attaining the maximum accumulative sick leave, such unused sick leave shall accrue to the fifty percent (50%) rate, but in no case shall the maximum benefits exceed one thousand forty (1040) hours in any twelve (12) month period.
- (c) Any member having accrued sick leave to his credit at retirement will receive a salary grant in lieu thereof equal to seventy-five percent (75%) of such credit; PROVIDED that in no case shall the said salary grant in lieu of accrued sick pay exceed seventy-five percent (75%) of the maximum accumulative sick leave of twenty-six (26) weeks.
- (d) After ten (10) years' continuous service, any member covered by this Agreement whose employment is terminated (whether by reason of his dismissal for cause or for any other reason whatsoever, except retirement as aforesaid) shall receive a grant equal to seventy-five percent (75%) of any accrued sick leave acquired by him prior to his release or resignation; provided that in no case shall the said grant exceed seventy-five percent (75%) of the maximum accumulative leave of twenty-six (26) weeks.
- (e) (i) Where a member having at least ten (10) years' continuous service dies, his dependants or executors or administrators shall be entitled to the benefits accrued under Subsection 5(d) or to the benefits accrued under Subsection 5(h), whichever is the greater amount.

- (ii) All members of the Department covered by this Agreement shall, on accepting employment, indicate in writing the dependent to whom the monies referred to in Subsection 5(e)(i) above shall be paid, or, in default of such dependent the member shall name, from time to time, another dependent.
- (f) (i) "Twenty-six **(26)** weeks" wherever mentioned heretofore shall be interpreted as the number of working days, or shifts in a calendar period of time of twenty-six (26) weeks, or six (6) months or one-half (½) a year.
- (ii) (1) The salary grants referred to under Subsections 5(c) and 5(d), shall be paid at the current basic rate of pay of the member at the time of his termination or retirement.
- (2) If the Board deems that sick leave has been abused during the last twelve **(12)** months of service of a member, the Board shall have the right to institute and proceed with the grievance procedures as contained in Article 14 of this Agreement.
- (g) A member may be required to produce a medical certificate covering a period of longer duration than three **(3)** days, and the Chief Constable may require a medical doctor selected by the Board to report on any such case.
- (h) In the event of the death of any permanent member of the Department, the Board shall grant to the immediate dependants of such member a sum equal to an additional six **(6)** weeks salary or wages, computed from the date of his death and calculated at the rate to which he was entitled at the date of his death.
- (i) The Employer is subrogated to the rights of a member who has received sick leave payments pursuant to this Article against any third party liable to that member for damages, and may bring an action against a third party in the member's name to recover the wages and/or benefits paid or payable to the Employer. The member shall not enter any agreement for payment of legal fees relating to the wage or benefit portion of a claim for damages without the prior written consent of the Chief Constable. Where a claim for damages is made to the courts, the member or their representative shall request the presiding judge, or judge and jury, to specify the amount of any award plus interest which is attributable to recovery of wages and benefits.

12(6) Retirement

- (a) The Board agrees to make obligatory the retirement, at age sixty **(60)**, of all employees of the Board covered by this Agreement.

- (b) (i) All members of the Board upon reaching retirement age, under any of the provisions of the Municipal Pension Plan shall be retired from the Board at the end of the month which they reach that age.
- (ii) Upon his retirement, the Board shall grant to such member as a gratuity a sum equal to the amount shown on the Board's payroll as the salary or wages for one (1) month to which such member was entitled at the time of his retirement.
- (iii) In the event of such member not having taken part or all of his vacations for the calendar year of his retirement, then the Board shall pay the member a sum equivalent to one (1) week's pay on the scale in force at the time of his retirement for each week of vacations to which he may be entitled.

12(7) Workers' Retirement

- (a) When a member is injured while in the course of duty and is in receipt of an approved WCB claim as a result of such injury, the Board shall, on regular pay days, advance to that member an amount which is closely as mathematically possible approximates his "normal net take-home" pay after normal deductions on behalf of the member for Employment Insurance, Canada Pension Plan, Superannuation and the member's share of his benefit coverage; and in return, the member shall turn over to the Board all monies received from WCB in respect to such injury. In addition, the Board shall continue to pay its normal share of cost of Employment Insurance, Canada Pension Plan, Superannuation and the member's benefit coverage.
- (b) Income tax shall not be calculated and deducted on behalf of members covered by this Article, except on the amount by which a member's normal gross salary exceeds the WCB maximum insurable earnings.
- (c) This article shall apply until the member returns to active employment, the status of his WCB payment changes to a disability pension or some other WCB settlement, or his claim is no longer approved by the WCB, whichever occurs first. This article **does** not apply in cases of total and permanent disability or death, such cases being covered by Schedule "B" attached to the collective agreement.

- (d) For the purposes of this Article, the term "normal net take home pay", which the Employer agrees to approximate under subsection (a) above shall be considered as the normal amount of the member's gross basic salary at the time of the injury, but excluding other forms of compensation, such as but not limited to: shift differential, acting pay, standby compensation, field instructor's compensation, court time and overtime, etc., less amounts normally deducted from such remuneration for Employment Insurance, Canada Pension Plan and Income Tax, and other statutory deductions; and also less such other deductions as are required to be made pursuant to the Collective Agreement in respect to the member's share of the cost of benefits such as but not limited to medical, dental, life insurance and Superannuation.

12(8) Workers' Compensation Board Appeals Advocate Cost Sharing

- (a) Employees of the Board who have a significant Workers' Compensation Board ("WCB") claim that is rejected by the WCB may be provided with the services of an experienced advocate for the purposes of appealing the WCB decision, on a 50/50 cost share basis between the Board and the Union to a maximum of two thousand dollars (\$2,000.00) per party.
- (b) Whether or not any particular WCB appeal warrants the use of said advocate shall be decided on a case-by-case basis, by agreement between union and senior management representatives of the Board.

12(9) Complaints Against Members

The Board hereby affirms that it will be its policy for the duration of this Agreement to make every reasonable effort to ensure that any complaint, other than one which alleges criminal behaviour, from a person other than a member of the Department, against any member covered by this Agreement, of a nature which could result in suspension, dismissal, demotion or legal action against the member concerned, shall be made in writing to the Board or to the Chief Constable and shall be signed by the complainant setting forth the grounds for the complaint. In every instance where a complaint of the above nature is received, regardless of the form in which it is received, a copy of such complaint or a statement outlining the complaint, and any other documents which lead to a decision to investigate the complaint, shall be submitted to the member concerned forthwith.

12(10) Indemnification of Members

For the purposes of this Article "necessary and reasonable legal costs" shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the tariff of fees as determined and amended from time to time by the Police Board or such other amount as may be agreed upon by the Employer and the Counsel for the member in advance of legal fees being incurred.

- (a) Criminal Charges
A member who is charged with a criminal or statutory or major traffic offence, arising from acts done in the performance, or attempted performance, in good faith of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charge.
- (b) Consultation
- (i) The Employer will indemnify a member for the reasonable fees for a two (2) hour consultation by the member with a lawyer as to whether the member should make a statement, and if so, in what form, if the member learns that an allegation has been made that the member misconducted himself or herself in the performance of his or her duties if the member:
- (1) reasonably believes that the allegation may result in the initiation against him of proceedings under the Criminal Code; and
- (2) has been asked by the Employer or a person in authority to make a statement to anyone about the facts connected with the allegation.
- (ii) No prior arrangement for indemnification need be made by the member with the Employer before obtaining the advice if fees for only two (2) hour's service will be claimed.
- (iii) If the member considers the allegation involves a matter that is complex or serious so as to warrant more than two (2) hour's legal assistance, the member may, before consulting the lawyer, seek the Employer's agreement to indemnify the member for the cost of more than two (2) hour's services of the lawyer. In such cases the Employer will not unreasonably refuse to agree to indemnify the member for the cost of reasonable and necessary services.
- (iv) If it is proven that the member did not act in good faith in the performance of his duties as a police officer, the Union will indemnify the Employer for the amount properly paid by it pursuant to this subsection.

(c) Civil Action

- (i) If a member is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith of the member's duties as a police officer, the member shall be represented by counsel appointed by the Police Board and all necessary and reasonable legal costs and damages shall be borne by the Board, PROVIDED THAT the Board counsel is given full authority in the conduct of the action, including authority to settle the action at any time in the manner he deems advisable in the circumstances.
- (ii) If Board counsel determines that a conflict exists between a member's defence of a civil action and the Board's defence of a civil action then the member may be represented by the member's own counsel with necessary and reasonable legal costs borne by the Board.

(d) Public Inquiry (Police Act)

A member who is the subject of a public inquiry by a disciplinary tribunal pursuant to Section 60 of the Police Act arising from acts -

- (i) done in the performance, or attempted performance, in good faith of the member's duties as a police officer, or
 - (ii) done in circumstances where it can be shown to the satisfaction of the Board that the member's employment as a police officer was the basis of a complaint relating to the off-duty conduct of the member, shall be indemnified for the necessary and reasonable legal costs incurred in representing the member's interests at the inquiry, unless the public inquiry is initiated by the member and the tribunal determines that discipline is warranted, in which case the member shall not be indemnified unless the Board, in its discretion, determines that the member should be indemnified.
- (e) A member who appeals the decision of a disciplinary tribunal pursuant to Section 59 of the Police Act, shall be indemnified for the necessary and reasonable legal costs incurred in respect of the appeal, **ONLY WHERE** the British Columbia Police Commission or the Supreme Court, as the case may be, rejects the decision of the disciplinary tribunal and determines that no discipline is warranted.

- (f) Causing Death
A member who causes the death of another person arising from an act done in the performance, or attempted performance, in good faith of the member's duties shall be indemnified for the necessary and reasonable legal costs to represent the member at an inquest held pursuant to a statute of the Province of British Columbia.
- (g) Public Hearing
- (i) A member who is a respondent at a public hearing held pursuant to Part 9 of the Police Act, R.S.B.C., 1996, c.367, arising from acts done in the performance, or attempted performance, in good faith, of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member at the public hearing.
- (ii) A member who appeals under Section 62 of the Police Act, R.S.B.C., 1996, c.367, the decision of an adjudicator at a public hearing arising from acts done in the performance, or attempted performance, in good faith, of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member in the appeal ONLY WHERE the appeal is successful.
- (h) Royal Commission
Where a member desires to have a lawyer represent the member in a royal commission or proceedings not otherwise referred to in this section he may, prior to the commencement of the proceedings, request the Police Board to indemnify the member for all or portion of necessary and reasonable legal costs. Upon receiving such a request the Board will afford the member an opportunity to appear before it for the purpose of attempting to persuade it that such a recommendation is appropriate.
- (i) The Board, having afforded the member such an opportunity may, in its discretion, grant such request subject to conditions, or the Board may deny such request.
- (i) Exceptions
Notwithstanding the other provisions of this Article, members shall NOT be indemnified for punitive damages; for legal costs arising from grievances under the Collective Agreement; for hearings arising from charges under the Police (Discipline) Regulations; for acts or omissions of members which did not arise in, or result from, circumstances peculiar to the execution of police duties; for actions which amount to wilful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for wilful violation of a lawful order.

- (j) Two or More Members Charged
Notwithstanding the other provision of this Article, where two or more members of the Board are charged with an offence or made the subject of an action, inquiry, hearing, inquest or royal commission described in paragraphs (a) and (c) through (h) arising out of substantially the same circumstances, the Board may limit its indemnification pursuant to this Article to the reasonable legal costs of ONE solicitor to represent the interest of both/all of them, including representation at any appeal, UNLESS the solicitor is of the view that it would be improper for him to so represent both/all of them. If one solicitor is to be retained and the members are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the Board and a designate of the Union.
- (k) Time Limits
Members who intend to apply for indemnification under this Article shall notify the Chief Constable or his designate, in writing, within 5 days of receiving formal notification of being charged with a criminal or statutory offence, named defendant in a civil action, or being made subject of a public inquiry, action, hearing, inquest or royal commission. Failure to comply with this paragraph may result in a member being denied indemnification
- (l) Nothing in this Article shall be interpreted as limiting the Chief Constable's or the Police Board's ability to discipline any member of the Department.

12(11) Compassionate Leave

- (a) Emergency leave in the case of the death of a member's wife, husband, common-law spouse, child, ward, brother, sister, parent, guardian or other relative if living in the member's household, or in any case when it is for the purpose of attending to the affairs connected with the funeral of a parent-in-law or grandparent, may be granted without **loss** of pay for a period not to exceed three (3) working days, provided that such leave without **loss** of pay shall not be granted during a member's first six (6) months of service.
- (b) Any member who qualifies for emergency leave without **loss** of pay under Subsection (11)(a) above, and who is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Capital Regional District may be granted additional leave without **loss** of pay for a further period of two (2) working days.
- (c) Requests for leave under Subsections 11(a) and 11(b) above shall be submitted to the member's Divisional Commander who will determine and approve the number of days required in each case.

- (d) A member who qualifies for emergency leave without **loss** of pay under Subsection 10(a) above may be granted such leave when on annual vacation, if approved by his Divisional Commander. A member who is absent on sick leave with or without pay or who is absent on workers' compensation shall not be entitled to such emergency leave without **loss** of pay.

12(12)Occurrence of Sickness While On Duty

Any member compelled to report off duty for sickness occurring whilst on shift and having completed one-half (½) or more of the hours of his tour will be deemed to have completed his tour of duty. If he reports off duty prior to the completion of one-half (½) of the hours of his tour of duty, one-half (½) day will be deducted from his accumulated sick leave credits.

12(13)Death and Permanent Disability Plan

The Death and Permanent Disability Plan, as provided in Schedule "B", is attached to and forms an integral part of this Collective Agreement.

12(14)Superannuation Plan

Members shall contribute to the Public Service Pension Plan commencing on the first of the month following a member's date of hire.

12(15)Superannuation Buy-Back

- (a) It is understood by the parties to this collective agreement that this provision applies only to sworn members and only to that probationary period which has been served with the Victoria Police Board.

Subject always to the qualifying provision contained in the Public Sector Pension Plan Act the Employer agrees to participate as to ½ (one-half) the costs as are necessary to extend pensionable service of eligible members covered by this Agreement up to a maximum of twelve (12) months, which extension represents time served by the member in a probationary capacity which has not heretofore been considered as pension service. Such benefit shall be subject to the following:

- (i) The member must have a vested interest in the Public Service Pension Plan and have reached the age of minimum retirement in order to qualify.

- (ii) Any member of the Union who wishes to take advantage of this benefit must give at least one **(1)** months notice in advance of the contemplated retirement date and make such arrangements as are necessary at the time regarding his own contributions, provided however, the time constraints provided for in this Subsection may be waived under special circumstances by application to and with the approval of the Employer.
 - (iii) The cost of increased benefits, as defined by the Commissioner of Public Service Pension Plan, shall be shared 50/50 by the member and the Employer as per Plan.
- (b) Members who are not eligible for the purchase of service provisions under (a) above may make arrangement prior to April **2007** to purchase the full amount associated with the buy-back of service and, upon the member producing the receipt, the Employer agrees to reimburse the member fifty percent (50%) of the purchase cost as stipulated by the Pension Corporation. This payment will be made in the year in which the member reaches minimum retirement age.

12(16) Resigned and Retired Members

Any former member who has resigned or has retired on Superannuation or any member who is absent from duty on authorized unpaid leave of absence and who is scheduled to attend at Court as a consequence of the performance of his duties as a police officer shall be allowed compensation equivalent to four **(4)** hours for each of the following sessions attended:

Morning session
Afternoon Session

The applicable rate of pay for a member who has resigned or has retired or is absent on authorized unpaid leave shall be that prevailing for the rank held by such member at the date of his/her resignation, retirement or commencement of unpaid leave. Any member who is paid under this provision shall be required to return to the Employer any witness fees received in connection with the attendance or attendances at Court.

ARTICLE 13, LEAVE OF ABSENCE

13(1) Union Officials

- (a) Any member of the Union appointed to attend any convention on behalf of the Union may be granted leave of absence without pay, at the discretion of the Chief Constable. An executive officer of the Union shall be granted time off to attend meetings of the organization, at the discretion of the Chief Constable.

(b) In the case of absence from duty of Union officials, the following members may obtain permission from the Chief Constable and on obtaining such permission, shall suffer no **loss** of pay by absenting themselves from duty in the following instances:

- members of the Executive and any member of a committee (provided the total number excused does not exceed five (5)) when it is necessary to confer with the Board regarding matters arising from this Agreement, provided however, that two (2) designated officers of the negotiating committee shall not suffer loss in regular salary when conducting negotiations to renew this Agreement with the agent for the Board.

13(2) General Leave

A member shall be entitled to leave of absence without pay when it is requested for good and sufficient reasons and when such absence does not interfere with the efficient operation of the Department.

13(3) Maternity, Parental and Adoption Leave

(a) Length of Leave

(i) Birth Mother

A pregnant member shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to thirty five (35) consecutive weeks of parental leave, all without pay. 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.

(ii) 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 thirty five (35) consecutive weeks of parental leave without pay. The member shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the member.

(iii) Maximum Allowable Leave

It is understood that the maximum allowable leave or combination of leave entitlements pursuant to this Article shall be fifty-two (52) continuous weeks.

(b) Notice Requirements and Commencement of Leave

- (i) 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.
- (ii) 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).
- (iii) The Employer may require a pregnant member to commence maternity 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.
- (iv) 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.
- (v) A member 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.
- (vi) 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 resuming employment, a member shall be reinstated to their 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 time off work shall be granted in accordance with the duration of the leave. However, vacation pay shall be pro-rated for the period of time the employee received supplemental Employment Insurance Plan payments of Article 13(3)(f) only. A member may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (i) A member on maternity leave or parental leave shall not be entitled to sick leave or the accrual of sick leave time credits during the period of leave.

- (ii) Notwithstanding paragraph (3)(a), a member on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to paragraph (3)(c) 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
- (i) 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.
 - (ii) Pension contributions will cease during the period of the leave unless the member makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Municipal Pension Plan.
- (f) Supplemental Employment Insurance Plan
- Birth mothers who are entitled to maternity leave as provided for in Article 13(3) of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive Supplemental EI Plan payments.
- (i) Subject to the approval of the Employment Insurance Commission birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive Supplemental EI Plan payments.
 - (ii) The 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 clause (i) above.
 - (iii) The 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 for the first seventeen (17) weeks of leave.
 - (iv) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations specifically that when combined with a

member's weekly Employment Insurance benefit the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.

- (v) Income tax rules or regulations may required a payback of Employment Insurance earnings depending upon the tax rules in effect at the time a member is receiving benefits. Under this Plan the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any pay backs arising from changes to or the application of the tax regulations.

ARTICLE 14, GRIEVANCE AND ARBITRATION PROCEDURE

14(1) Where a difference arises between the Union and the Board relating to the dismissal or discipline of a member, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, there shall be no stoppage of work; either party may initiate a grievance; and an earnest effort shall be made to settle the matter promptly in the manner prescribed in this Article. Either the Union or Board may process a policy grievance at any time commencing at Step 2.

14(2) Step 1: The grievance shall be verbally discussed by the Divisional Commander and the Union Executive, within thirty (30) days of the time the action which caused the grievance comes to the attention of the grievor. Should the Divisional Commander and the Union Executive be unable to resolve the grievance within forty-eight (48) hours, the grievance may forthwith proceed to Step 2.

Step 2: The grievance shall be submitted in writing to the Chief Constable who shall meet with the Union Executive. If not resolved within ten (10) days, either party may forthwith submit the grievance to Step 3.

Step 3: Within ten (10) days of submitting the grievance to Step 3, the Chairman of the Board, one other member of the Board as designated by the Chairman, and the Chief Constable will meet the Union in an attempt to resolve the grievance. If not resolved within fifteen (15) days of the date of the last meeting held under Step 3, either party may forthwith submit the grievance to arbitration as provided under Step 4.

Step 4: If possible the parties shall agree upon a single arbitrator who shall render a decision on the grievance. If within fourteen (14) days the parties fail to agree upon an arbitrator application may be made by either party to the Minister of Labour to appoint an arbitrator.

14(3) The findings of the arbitrator, or the resolution arrived at in Steps 1, 2, or 3, shall be binding upon the parties to this Agreement.

14(4) All time limits in this Article shall be in calendar days and such time limits may be extended by the mutual consent of the parties provided such consent is reached prior to the expiry of the specified periods.

14(5) The parties shall share equally the fee and expenses for the arbitrator.

ARTICLE 15, TECHNOLOGICAL CHANGE

15(1) During the term of this Agreement any dispute arising in relation to adjustment to technological changes shall be discussed between the bargaining representatives of the two parties to this Agreement.

15(2) Where the Board introduces, or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of members to whom this Agreement applies; and,
- (b) alters significantly the basis upon which this Agreement was negotiated; either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Article 14 of this Agreement, bypassing all other steps in the grievance procedure.

15(3) The arbitration board shall decide whether or not the Board has introduced, or intends to introduce a technological change, and upon deciding that the Board has or intends to introduce a technological change, the arbitration board:

- (a) shall inform the Minister of Labour of its findings; and,
- (b) may then or later make any one or more of the following orders:
 - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated; and,
 - (ii) that the Board will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitration board considers appropriate; and,
 - (iii) that the Board reinstate any member displaced by reason of technological change; and,
 - (iv) that the Board pay to that member such compensation in respect to his displacement as the arbitration board considers reasonable.

15(4) The Board will give to the Union in writing at least ninety (90) days notice of any intended technological change that:

- (a) affects the terms and conditions or security of employment of a significant number of members to whom this Agreement applies; and,
- (b) alters significantly the basis upon which this Agreement was negotiated.

ARTICLE 16, DISCIPLINARY ACTION, OUTSIDE EMPLOYMENT

- 16(1)** The Board shall not dismiss or discipline any member except for just and reasonable cause.
- 16(2)** Whenever it is the intention of the Board to terminate the employment of a member, or to request his resignation, the Executive of the Union shall receive prior notification of and shall be allowed two (2) members present at the meeting where the member is terminated or resignation is requested, and the reason for termination or resignation request shall be given in writing,
- 16(3)** Any member who accepts employment with anyone other than the Board without first having written permission of the Chief Constable shall be subject to dismissal. The Chief Constable may require a member to discontinue such employment, subject to appeal to the Board.
- 16(4)** Whenever a member is ordered to appear before the Board he may be accompanied by two (2) members of the Executive of the Union, and/or legal counsel who shall have the right to represent such member at such meeting.
- 16(5)** Any member who has been wrongfully dismissed or suspended by the Board, and who is later reinstated shall be compensated in full for all time lost, less any earnings he may have made through other employment during the period of his dismissal or suspension.
- 16(6)** For the purpose of this Agreement, or the Police Act, a day of suspension shall be calculated on the basis of eight (8) hours per day.

ARTICLE 17, ACCESS TO PERSONNEL RECORDS

- 17(1)** Upon receiving the permission of the Chief Constable or his designate, a member may review the contents of his personnel file provided that such review is in the presence of a person authorized for such a purpose by the Chief Constable.
- 17(2)** A copy of any written material concerning a member's job performance shall be provided to the member as soon as possible after it is recorded in the member's file. Should a member dispute any such entry in the file, that member shall be entitled to recourse through the grievance procedure contained in Article 14 of this agreement. The Employer agrees not to introduce as evidence in any hearing arising from a job performance grievance any document from the file of a member, the existence of which the member was not aware of at the time of filing.

ARTICLE 18, NOTICES, CORRESPONDENCE. COPIES OF CONSTITUTION AND AGREEMENT

- 18(1) The Union shall provide the Board and the Chief Constable with a list of members who are the elected officers or other official representatives of the Union and any changes thereto.
- 18(2) The Union shall have the right to post notices, approved by the Union within buildings occupied by the Department in locations satisfactory to the Chief Constable.
- 18(3) The Union shall provide the Board and the Chief Constable current copies of the Constitution and Bylaws of the Union and all amendments thereto.
- 18(4) All correspondence arising between the parties in respect to matters arising out of this Agreement shall be conducted between the Secretary of the Union and the Board, except that any correspondence regarding amendments to this Agreement shall be conducted between the Secretary of the Union and the bargaining agent for the Board.

ARTICLE 19, ADMINISTRATIVE REGULATIONS, NO WORK STOPPAGE

- 19(1) The management, control and direction of the members shall be vested exclusively with the Board, as will the making of rules and regulations which shall be complied with by all members, insofar as this does not conflict with this Collective Agreement, or any statutory regulations or requirements.
- 19(2) During the term of this Agreement there shall be no lockouts by the Board and no strikes by the Union and/or the members.

ARTICLE 20, EXPENSES

- 20(1) Members shall be compensated when authorized in advance by the Chief Constable for the use of their personal automobiles in the course of performing their duties, at a rate established and updated from time to time by the Board.
- 20(2) Members shall be paid a per diem meal allowance, authorized in advance by the Chief Constable, when they are required to perform their duties away from the Greater Victoria Area with the result that they cannot take their meals at their normal home location. The rate for the meal allowances shall be as follows:

Breakfast	9.00
Lunch	13.00
Dinner	23.00
Probationer/Recruit	35.00
- 20(3) The allowances set out in clause (2) above may, during the term of the collective agreement, be improved by the Board after consultation with the Union.

- (i) Members who are required to perform their duties away from the Greater Victoria area and with approval of the Chief Constable may choose to stay in non-commercial lodging and shall be entitled to claim \$ 30.00 dollars per night.
 - (ii) The Chief Constable may direct a recruit to reside in a suite, residence, or domicile paid by the Board where kitchen facilities are supplied and in such instances the rate for meal allowance shall be \$ 22.50 per day, provided the facilities are supplied for a period of four **(4)** consecutive weeks or more.
 - (iii) The Chief Constable may direct a member to reside in a suite, residence, or domicile paid by the Board where kitchen facilities are supplied and in such instances the rate for meal allowance shall be \$ 30.00 per day, provided the facilities are supplied for a period of four **(4)** consecutive weeks or more.
- 20(4) Members shall be paid for accommodation authorized in advance by the Chief Constable, when they are required to travel overnight outside of the Greater Victoria Area with the result they cannot sleep at their normal residence, provided always that the member involved provides receipts for such accommodation acceptable to the Chief Constable.

ARTICLE 21. PROMOTION AND PROGRESSION

21(1) Probation

- (a) A police recruit to the Department shall be accepted as a Probationary Constable and shall be placed in a probationary capacity until successful completion of 12 month's service following the date of employment. During the 12 month period the required basic training shall be successfully completed. Any period of service as a pre-recruit shall not be considered service for the purposes of the probationary period as set out in this paragraph (a).
- (b) The probationary period shall be for the purpose of determining a member's suitability for continued employment. During the probationary period, the employment of a member may be terminated if it can be satisfactorily shown that he is unsuitable for regular employment.
- (c) Under special circumstances the Employer may extend the probationary period with the consent of the Union. In the case where extension is required the Employer shall give written notice of the reasons for such extension to the Union and to the member.
- (d) A member's suitability for continued employment shall be decided on the basis of factors such as;

- (i) conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others; and
 - (iv) ability to meet the operational and administrative standards set by the Employer.
- (e) If a member successfully completes the probationary period and continues in the same position as a regular member, seniority and annual leave benefits and other perquisites referable to length of service shall date back to the date of employment.

21(2) Progression from Probationary Constable I to Constable First Class:

- (a) Recruits hired shall be accepted as Probationary Constable and after 1 year of service, satisfactory to the Board, shall be promoted to the rank and pay of Fourth Class Constable.
- (b) A Fourth Class Constable shall after a further one year of service, satisfactory to the Board, be promoted to the rank and pay of Third Class Constable.
- (c) A Third Class Constable shall after a further one year of service, satisfactory to the Board, be promoted to the rank and pay of Second Class Constable.
- (d) A Second Class Constable shall after a further one year of service, satisfactory to the Board, be promoted to the rank and pay of First Class Constable.
- (e) Currently serving members (having been hired prior to January 1, 2002) will continue with progression as per the provisions in place at that time (i.e. three (3) years to First Class).
- (f)
 - (i) Subsections (2)(a) to (2)(e) inclusive of this Article are subject to the provision that the Board may withhold promotion, for cause, to a date beyond the normal date that a Constable might become eligible for a promotion at the various levels of rank to a maximum total overall period of six (6) months longer than the forty-eight (48) months it would normally take a Constable to rise to the rank of First Class Constable.
 - (ii) Should the Board determine to withhold promotion from one (1) level of rank to another, the candidate for promotion is entitled, at the time his promotion is withheld, on his request, to a written statement from the Board, specifying and particularizing the reasons for withholding promotion.

- (iii) Should the period of withholding promotion extend to two (2) or more months beyond the normal date of eligibility for promotion at any level of rank, the candidate for promotion at his request, has a right to a hearing before the Board concerning the matter of his promotion and the provision of Article **16(4)** of this Agreement shall apply to such hearing.

21(3) (a) A minimum of five (5) years completed continuous service with the Victoria Police Department is required before a Constable is eligible to compete for promotion to the rank of Sergeant. Promotion shall be based on ability, merit and all things being equal, seniority shall be the determining factor.

- (b) If a "senior member" is "passed over" by a "junior member", a senior member shall, if he so requests, be given the reason by the Chief Constable.

21(4) Acceleration

- (a) Notwithstanding the provisions of Section **(1)** of this Article, the Board shall have the prerogative to accelerate promotion on the basis of merit and/or previous police experience.
- (b) Such accelerated promotion, if granted, shall apply for pay and rank purposes only, but shall not apply for the purpose of seniority in respect to any subsequent promotions, whereby the terms of this Agreement seniority is a factor.

ARTICLE 22, ARTICLES HELD INVALID

22(1) If an article or section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been valid or as to which compliance with or enforcement of has been restrained, shall not be affected hereby.

22(2) In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the **dispute** to the procedure as outlined in Article **14**, Grievance and Arbitration Procedure.

ARTICLE 23. UNION-MANAGEMENT COMMITTEE

- 23(1) A standing committee shall be formed consisting of representatives appointed by the Union and representatives appointed by the Chief Constable, and one (1) member of the Board. Any member of the Committee will act as Chair by mutual agreement.
- 23(2) The Committee shall direct its attention to discussing matters of mutual interest to the Board and the Union, including, but not restricted to, promotional policies, training needs and deployment matters of members. It is understood that grievances under this agreement shall not be matters for discussion.
- 23(3) This Committee shall meet at the request of any of the representatives, but in no event less than every two (2) months. A keeper of minutes will be agreed on and items for discussion will be submitted to that person for inclusion on the agenda. Agenda items are to be distributed in sufficient time to notify the Committee members of the subject matter. Minutes of the meeting will be distributed to its members and signed off as accurate or brought back for correction.

ARTICLE 24. REDUCTION IN WORKFORCE, LAYOFF, RECALL

24(1) Definitions

For the purposes of this Article, the following definitions apply:

- (a) "Layoff" means the temporary or permanent termination of employment of a member as a result of the Employer's decision to reduce the workforce;
- (b) "Seniority" means the length of service since the date of the member's latest employment date;
- (c) "Qualified" means having the skills, knowledge and abilities to perform the duties and fulfill the responsibilities of a position and "qualifications" has a similarly meaning; qualifications will be determined by the Employer subject to the Union's recourse to the grievance procedure.

24(2) Notification to Union

Where the Employer determines that it is necessary to reduce the workforce in such a manner that one or more layoffs will occur, it shall notify the Union thirty (30) calendar days in advance of the effective date of such decision, including a determination of how many members in each rank are to be affected by a reduction in rank, and how many members are to be laid off.

24(3) Notification to Members

Where the Employer determines that it is necessary to reduce the workforce in such a manner that one or more layoffs will occur, it shall notify each member to be laid off or reduced in rank thirty (30) calendar days in advance of the effective date of such decision.

24(4) Reduction in Rank

Reduction of the number of members in a rank shall be carried out in reverse order of date of appointment to that rank, that is on the principle of last promoted, first to be reduced in rank. In no event however, shall any member be reduced more than one rank before all others previously in the lower rank have been reduced to the next lowest rank. Upon being reduced in rank, members shall be placed on the eligibility for promotion list, such that they resume rank in the same order as their original date of appointment to that rank.

ARTICLE 25 PRINTING OF AGREEMENT

The Union and Employer agree to print the collective agreement and provide sufficient copies for all members. Each party shall pay one-half (1/2) of the costs associated with the printing and distribution of the collective agreement.

ARTICLE 26. LETTERS OF UNDERSTANDING

For the term of this Agreement, the following Letters of Understanding shall be attached to and form part of this Agreement:

- # 1 – Victoria Police Board Employee Parking
- # 2 – Job Sharing
- # 3 – Restructuring of Patrol Division and the Implementation of the Strike Force Unit
- # 4 – Indexing, Training Days and Detective Constables
- # 5 – Supplementary Employees
- # 6 – Automated Vehicle Locator ("AVL") Technology
- # 7 – Employees Transferred from the Esquimalt Police and Fire Department to the Victoria Board

IN WITNESS WHEREOF the parties hereto have set the hands of their officers duly appointed on this _____ day of October 2004, in the City of Victoria, Province of British Columbia.

FOR THE BOARD:

FOR THE UNION:

CHAIRMAN

PRESIDENT

DIRECTOR

VICE-PRESIDENT

MANAGER

SECRETARY

SCHEDULE "A" WAGES

Rank	Index%	January 1, 2003 – 2.00%		December 1, 2003 – 1.75%		January 1, 2004 – 1.75%		November 1, 2004 – 1.75%	
		Bi-Weekly (Hourly x80)	Hourly	Bi-Weekly (Hourly x 80)	Hourly	Bi-Weekly (Hourly x 80)	Hourly	Bi-Weekly (Hourly x 80)	Hourly
Constable – probationer (1 st year)	65%	1,541.520	19.269	1,568.560	19.607	1,596.000	19.950	1,623.920	20.299
Constable – 4 th Class (2 nd year)	75%	1,778.720	22.234	1,809.840	22.623	1,841.520	23.019	1,873.760	23.422
Constable – 3 rd Class (3 rd year)	80%	1,897.280	23.716	1,930.480	24.131	1,964.320	24.554	1,998.640	24.983
Constable – 2 nd Class (4 th year)	90%	2,134.480	26.681	2,171.840	27.148	2,209.840	27.623	2,248.480	28.106
Constable – 1 st Class (5 th year)	100%	2,371.600	29.645	2,413.120	30.164	2,455.360	30.692	2,498.320	31.229
Constable – 11 th to 15 th year	105%	2,490.160	31.127	2,533.760	31.672	2,578.160	32.227	2,623.200	32.790
Constable – 16 th to 20 th year	110%	2,608.800	32.610	2,654.400	33.180	2,700.880	33.761	2,748.160	34.352
Constable – 21 st year	115%	2,727.360	34.092	2,775.120	34.689	2,823.680	35.296	2,873.040	35.913
Sergeant – 1 st year	120%	2,845.920	35.574	2,895.760	36.197	2,946.400	36.830	2,998.000	37.475
Sergeant – 4 th year	125%	2,964.480	37.056	3,016.400	37.705	3,069.200	38.365	3,122.880	39.036
Sergeant – 7 th year	130%	3,083.120	38.539	3,137.040	39.213	3,192.000	39.900	3,247.840	40.598
Constable 3 rd Class GP	84%	1,992.160	24.902	2,027.040	25.338	2,062.480	25.781	2,098.560	26.232
Constable 2 nd Class GP	92%	2,181.840	27.273	2,220.080	27.751	2,258.960	28.237	2,298.480	28.731
Sergeant GP	125.5%	2,976.320	37.204	3,028.480	37.856	3,081.440	38.518	3,135.360	39.192
Staff Sergeant GP	135%	3,201.680	40.021	3,257.680	40.721	3,314.720	41.434	3,372.720	42.159

Rank	Index%	January 1, 2005 – 1.50%		October 1, 2005 – 2.00%		April 1, 2006 – 2.50%	
		Bi-Weekly (Hourly x80)	Hourly	Bi-Weekly (Hourly x 80)	Hourly	Bi-Weekly (Hourly x 80)	Hourly
Constable – Probationer (1 st year)	65%	1,648.240	20.603	1,680.960	21.015	Rates pending determination of COLA Max. 3.5%	
Constable – 4 th Class (2 nd year)	75%	1,901.840	23.773	1,939.840	24.248		
Constable – 3 rd Class (3 rd year)	80%	2,028.640	25.358	2,069.200	25.865		
Constable – 2 nd Class (4 th year)	90%	2,282.160	28.527	2,327.840	29.098		
Constable – 1 st Class (5 th year)	100%	2,535.760	31.697	2,586.480	32.331		
Constable – 11 th to 15 th year	105%	2,662.560	33.282	2,715.840	33.948		
Constable – 16 th to 20 th year	110%	2,789.360	34.867	2,845.120	35.564		
Constable – 21 st year	115%	2,916.160	36.452	2,974.480	37.181		
Sergeant – 1 st year	120%	3,042.880	38.036	3,103.760	38.797		
Sergeant – 4 th year	125%	3,169.680	39.621	3,233.120	40.414		
Sergeant – 7 th year	130%	3,296.480	41.206	3,362.400	42.030		
Constable 3 rd Class GP	84%	2,130.000	26.625	2,172.640	27.158		
Constable 2 nd Class GP	92%	2,332.880	29.161	2,379.600	29.745		
Sergeant GP	125.5%	3,182.400	39.780	3,246.000	40.575		
Staff Sergeant GP	135%	3,423.280	42.791	3,491.760	43.647		

NOTE: Percentage wage increases shall be attached to the 100% Index rate of pay and all other wage rates shall be calculated from that 100% rate according to their appropriate Index.

SCHEDULE "B" - DEATH AND PERMANENT DISABILITY PLAN

WHEREAS the parties hereto deem it fair and expedient to provide a system of compensation for those members of the Union who are killed or disabled in the performance of their duties, and for their dependants, the parties covenant with each other as follows:

1. DEFINITIONS

In this Schedule unless the context otherwise requires:

- (a) "Collective Agreement" means the current Collective Agreement entered into between the parties on the date first noted above, and any Collective Agreement replacing or superseding it.
 - (b) "Common-law Spouse", "Dependent", "Dependants" and "Disability" have the meanings assigned to them in the Workers' Compensation Act, 1978, Chapter 59, as amended or replaced from time to time.
 - (c) "Member" means a member, of either sex, of the bargaining unit on whose behalf the Union entered into the Collective Agreement, and includes future members.
 - (d) "Net Pay" means the average gross monthly remuneration by the Board of a member at the date when his employment is terminated by death or disability, including service pay, but excluding shift differential, acting rank, standby compensation, field instructor's compensation, court time and overtime pay, less the monthly average amounts at that time normally deducted from such remuneration in respect of income tax, employment insurance, Canada Pension Plan and other statutory deductions and also less such deductions as the Board is at that time required to make pursuant to the Collective Agreement in respect of medical, dental and life insurance premiums.
 - (e) "Worker's Compensation" means compensation payable to a member or to his dependants or both pursuant to the provisions of the Workers' Compensation Act.
 - (f) References herein to the masculine include the feminine and conversely, it being the intention that members and spouses of both sexes are treated without discrimination.
2. Any reference in a future collective agreement to the "Death and Disability Scheme" shall be deemed to be a reference to this Schedule.

3. The Union hereby declares itself a Trustee for the purpose of enforcing against the Board the rights conferred by this Schedule upon the members and their dependants, and the Board acknowledges the status of the Union as such Trustee.
4. The scope and purpose of this Schedule are to compensate a member and his dependants, if any, for the death and disability of such member to the extent that the workers' compensation and other benefits accruing to them are inadequate to maintain the standard of living attained by the member at the time of his disability or death.
5. The death or disability, or death and disability, referred to in Section 4 above mean death or disability which gives rise to a valid claim for workers' compensation, based on the member's status as a member of the Board, and which results in the termination of the employment of the member on or after the 31st day of December, 1979.
6. The benefits to which a disabled member or the dependants of a deceased member are entitled under this Schedule shall accrue:
 - (a) in the case of a deceased member, from the date of his death; and,
 - (b) in the case of a disabled member, from the date that his employment is terminated by reason of his disability.

The benefits shall be payable on the last day of each calendar month, and shall, in the case of a disabled member, be calculated:

- (a) by crediting the Board with all amounts payable to the member during such calendar month from the following sources:
 - (i) workers' compensation, including a lump sum payment (if any); and,
 - (ii) municipal Superannuation benefits; and,
 - (iii) employment, and,
 - (b) by debiting the Board and crediting the member with the amount of the net pay of the member at the date of the termination of his employment.
8. (a) The payment of disability benefits under this Schedule shall be conditional upon the disabled member:
- (i) applying for and pursuing all statutory benefits for which he is eligible or for which he may become eligible as a result of such disability;

- (ii) co-operating in all respects with the Employer in pursuing any civil actions available to him as a result of the incident giving rise to this disability;
 - (iii) taking, and continuing to take during the period of his disability, reasonable steps to find alternate gainful employment for which he is reasonably suited or for which he may become reasonably suited.
- (b) To the extent the Employer pays benefits under this Schedule, the Employer assumes the rights and remedies the member may have against another party liable to the member for his loss of wages, and, if the member does not commence an action, then the Employer may bring action in the name of the member to enforce such rights. This does not include any claims for damages other than for **loss** of wages. If the member does commence an action, any payments received in respect of lost present and future earnings shall be remitted to the Employer.
9. If the calculation made pursuant to Section 7 above results in a credit in favour of the Board, the net amount of such credit shall be carried forward to the next month, and so on from month to month until such time as there is a credit in favour of the member, which shall then be paid to him.
10. No disabled member shall be entitled to any payment from the Board after his death, or after he attains the age of 60 years or after his disability has, according to the Workers' Compensation Board, ceased to exist, whichever event occurs first.
11. The benefits payable by the Board to the surviving spouse of a deceased member shall be calculated by:
- (a) crediting the Board and debiting the spouse with all amounts payable during each calendar month from the following sources:
 - (i) the amount, if any, carried forward as a credit pursuant to Section 9 above, in the case of a disabled member who subsequently dies; and,
 - (ii) all workers' compensation payable to the spouse, including lump sum awards; and,
 - (iii) all Canada Pension benefits payable to the spouse, including death benefits and widow's pension, if any; and,
 - (iv) all municipal Superannuation benefits, payable to the spouse; and,
 - (b) by crediting the spouse and debiting the Board with the amount of the net pay of the member at the date of his death or the date of the termination of his employment (if such termination resulted from disability before his death).

12. The provisions of Section 9 apply to payments pursuant to Section 1 ■ above,
13. The payments due to the surviving spouse of a deceased member shall continue until such time as the member, had he survived, would have attained the age of 60 years, provided that a member's spouse shall not be entitled to any benefits for herself after her remarriage or death, and provided further that if the member's surviving spouse, at the date of his death:
- (a) is below the age of 40 years; and,
 - (b) is not an invalid; and,
 - (c) has no child dependent on her, and is not pregnant,
- such spouse shall not be entitled to any payment from the Board after twenty-four (24) months have elapsed since the date of the member's death.
14. If, at the date of a member's death, he has no spouse surviving him or if his surviving spouse dies or remarries before such time as the member, had he lived, would have attained the age of 60 years, and at the date of death of the member or his surviving spouse, whichever event occurs last, or upon her remarriage, as the case may be, there is or are dependants of such member, such dependants shall each be entitled after such death, or remarriage, to be paid a monthly benefit equal to 20% of an amount calculated by deducting from the member's net pay the total amount of workers' compensation, Superannuation and Canada Pension Plan benefits payable to the dependants during that month, including lump sum benefits, if any, provided that:
- (a) if the workers' compensation and other benefits, if any, exceed the net pay in any one month then the difference shall be carried forward from month to month as a credit to the Board until such time as the net pay exceeds the workers' compensation and other benefits; and,
 - (b) if at any time there are more than four (4) dependants, the total payable by the Board to all the dependants shall be 80% of the excess of the net pay over the above mentioned deductions, and shall, subject to the Section 14 below, be divided amongst them equally, until the number falls below five (5), in which event each shall be limited to 20%; and,
 - (c) such payments shall continue in respect of each dependent until he ceases to be a dependent or until the date upon which the member, had he lived, would have attained the age of 60 years, whichever event occurs first.

15. If one or more of a member's dependants is or are below the age of majority or otherwise under legal disability, the Board may, in its discretion, from time to time, either pay to the guardian or other legal representative of such dependent the latter's share of the benefits payable to the dependants, or pay the whole amount of all benefits payable to the dependants in trust to the Public Trustee for the benefit of the dependants, in which event the Public Trustee may expend such monies in such manner and in such proportions as he deems fit for the benefit of all or any of the dependants according to their needs, for as long as they remain dependants.
16. If any workers' compensation is increased or decreased by the Workers' Compensation Board pursuant to Section 25 of the Workers' Compensation Act at any time after the date to which a member's net pay has been calculated, due to an increase or decrease in the cost of living, and whensoever this happens, then the amount of such net pay shall at the same time be increased or decreased, as the case may be, by the same percentage, for the purpose of all the preceding calculations.
17. To the extent that this is permissible the Board shall continue to pay the Board's portion of the group life, medical and dental insurance premiums referred to in Article 12 of the Collective Agreement or of any scheme superseding the same, for the benefit of a member or of a member's dependants, as the case may be, for as long as the Board is obliged to make compensation payments to a member or dependent pursuant to this Schedule, and the Board shall deduct from the payments to the member or dependent the member's or dependant's share of the premiums and pay over such share to the insurer.
18. The Board shall be entitled from time to time to require that a member, his surviving spouse, an adult dependent or the legal representative of a dependent shall furnish the Board with such evidence as the Board may reasonably require in order to establish the Board's liability to make payment pursuant to this Schedule.
19. Notwithstanding anything to the contrary contained herein, the Board may at any time enter into a written agreement with a member or with a surviving spouse of a member to make such lump sum or periodic payments to such person or persons as may be stipulated in such agreement, in which event the Board, provided that it fulfils the terms of such latter agreement, shall be relieved from all and any obligations which it would otherwise have had pursuant to this Schedule, towards such member, such spouse or any of the member's dependants, even if the agreement excludes all or any of the dependants from all or any benefits, but no such agreement shall bind any dependent unless such dependent or the Public Trustee on his behalf, has approved the agreement.
20. If a member is survived by a common-law spouse such common-law spouse shall, for the purpose of the preceding Sections, be deemed to be his only surviving spouse even though the member may also be survived by a lawful spouse.

21. If a widow, widower or surviving common-law spouse of a member commences cohabitation with a member of the opposite sex in the manner of married couple such person shall, for the purpose of this Schedule, be deemed to have remarried.

SCHEDULE "C" - DENTAL PLAN

PLAN "A": 100% APPROVED CHARGES

1. Diagnostic Services

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment, including:

Oral Examinations

Consultations

X-rays (complete mouth X-rays will be covered only once in a three (3) year period)

2. Preventive Services

All necessary procedures to prevent the occurrence of oral disease, including:

Cleaning and Scaling

Topical Application of Fluoride

Space Maintainers

3. Surgical Services

All necessary procedures for extractions and other surgical procedures normally performed by a dentist.

4. Restorative Services

All necessary procedures for filling teeth with amalgam, synthetic porcelain, And stainless steel crowns. Gold inlays or onlays will be provided as a filling material only when teeth, in the professional opinion of a dentist, cannot be restored with any of the above materials. Gold foil will be provided only in cases of repair to pre-existing restorations.

5. Prosthetic Repairs

All necessary procedures required to repair or reline fixable or removable appliances.

6. Endodontics

All necessary procedures required for pulpal therapy and root canal fillings.

7. Periodontics

All necessary procedures for the treatment of tissues supporting the teeth.

AVAILABLE PROVIDED ALL PERSONS ENROLLED UNDER PLAN "A"
PARTICIPATE

SCHEDULE "C" – DENTAL PLAN

PLAN "B": 70% APPROVED CHARGES - PROSTHETIC APPLIANCES AND CROWN AND BRIDGE PROCEDURES

Available at extra premium, only if the basic Plan "A" is provided.

- (a) Crowns and Bridges.
- (b) Partial and/or complete dentures but not more than once in five years.
- (c) Dentures lost, broken or stolen will not be replaced.

PLAN "C": 70% APPROVED CHARGES - ORTHODONTICS

The Board shall arrange with a carrier for Dental Plan "C" coverage. This coverage shall provide for seventy percent (70%) rebate of Plan "C" dental work which is performed on Union members, their spouses and dependent children under the age of twenty-one (21), with a three thousand dollar (\$3,000) lifetime maximum for each such insured individual. The terms of the Plan established with the carrier shall apply to such coverage.

LETTER OF UNDERSTANDING NO.1

BETWEEN:

THE VICTORIA POLICE BOARD
(hereinafter referred to as the "Employer")

AND:

THE VICTORIA CITY POLICE UNION
(hereinafter referred to as the "Union")

VICTORIA POLICE BOARD EMPLOYEE PARKING

The parties agree, provided the property and facilities specified in this Letter of Understanding remain available to the Board from the City of Victoria, that employee parking shall be provided as follows:

1. Space for up to sixty (60) employee vehicles shall be provided for employees of the Board.
2. Employees of the Board may utilize sixty (60) spaces in the parking area of the Memorial Arena while on duty or attending the office for Departmental business.
3. A written claim of wilful damage to an employee's vehicle while parked in the location set out above, submitted by an employee and supported by a police crime report shall be indemnified by the Board to a maximum of one hundred dollars per claim. No such claim will be indemnified unless it is proven, to the satisfaction of the Chief Constable or his designate, that such damage was caused as a direct result of the employee's occupation as a Police Officer.
4. By mutual agreement of the parties signatory hereto, this Letter of Understanding may be varied or terminated at any time.

IN WITNESS WHEREOF the parties hereto have set the hands of their officers duly appointed on this _____ day of October, 2004, in the City of Victoria, Province of British Columbia.

FOR THE BOARD:

FOR THE UNION:

CHAIRMAN

PRESIDENT

DIRECTOR

VICE-PRESIDENT

MANAGER

SECRETARY

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

THE VICTORIA POLICE BOARD
(hereinafter referred to as the "Employer")

AND:

THE VICTORIA CITY POLICE UNION
(hereinafter referred to as the "Union")

JOB SHARING

The Employer and the Union agree that where a member wishes to share his/her full-time position, that such job sharing agreements be mutually agreed upon using the following principles; PROVIDED HOWEVER, that nothing in this Letter of Understanding shall be construed as altering the existing rights and/or obligations of either party under the collective agreement, except as specifically provided herein;

1. General

- (a) Job sharing *is* intended to provide accommodation for members with particular difficulties associated with such things as maternity leave, child care, family complications, health problems and, under some situations, special educational leaves. It is not intended to provide preferred part-time employment on behalf of members and is clearly not a right of members but an accommodation that may be considered where it does not create significant operational problems, result in service delivery issues, affect the rights of other members, significantly complicate the administration of the Department or significantly increase the costs to the Employer.
- (b) Where a member occupying a regular full-time position wishes to share his/her position with another member and has received formal approval from the Chief Constable or his designate and the Union, the member shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

2. Procedure

- (a) The member shall apply in writing. The member shall indicate the reason for the request, including the hours and days of the week the member wishes to share and with whom the member contemplates entering into a job sharing arrangement and the expected duration of the job sharing arrangement. A copy of the request shall be forwarded to the Union.
- (b) The member with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.

- (c) Where a member's request is approved and results in an acceptable job sharing arrangement, the Chief Constable or his designate shall provide each affected member with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer and the Union.
- (d) The regular daily and weekly hours of the position being shared shall remain unchanged as a result of the job sharing arrangement unless such hours are specifically varied by the terms and conditions of the letter referred to in paragraph 2(c) above.
- (e) Where a member's request is denied, the Union may request a meeting with the Chief Constable or his designate to discuss the matter.

3. Duration

- (a) Each job sharing arrangement shall be for a minimum period of one (1) year unless varied by mutual agreement between the Employer and the Union.
- (b) A job sharing arrangement may be terminated earlier than expected by either of the members or by the Employer, provided thirty (30) calendar days written notice has been served to the other member(s) and party(ies), or as otherwise provided for in the letter referred to in paragraph 2(c) above. Other members temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be abbreviated as a result of an early cancellation.
- (c) Upon the expiry or termination of the job sharing arrangement, the member shall revert to working in his/her original position on a full-time basis under the terms and conditions then applicable unless some alternate job sharing arrangement has been approved in the interim.

4. Member Status and Working Conditions

- (a) A member in a job sharing arrangement shall continue to maintain his/her original member status during the period of time covered by the job sharing arrangement and shall accumulate seniority in accordance with the member's scheduled hours of work in the job sharing arrangement. Such a member shall be entitled to use accumulated seniority for all applicable purposes set out in the collective agreement including layoff and recall.
- (b) The general principles with respect to wage rates, member benefit entitlement and premium payments for members in job sharing arrangements are as follows:

- (i) members shall be paid the appropriate (classified) hourly rate for all hours worked.
 - (ii) paid leave benefits, such as vacation, public holidays, sick leave and gratuity, shall be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared.
 - (iii) the member's share of the premium payments for health and welfare benefits, such as Medical, Extended Health, Dental and Group Life, shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
- (c) In accordance with the general principles outlined in paragraph 4(b) above, except as otherwise provided herein, the following shall apply to members:
- (i) Vacation Entitlement
The member's annual vacation entitlement shall be prorated according to the number of weekly hours the member is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the member for the period of time spent in the job sharing arrangement and as such any future vacation entitlement **shall** not be delayed as a result of time spent in a **job** sharing arrangement.
 - (ii) Public Holidays
 - (1) the member's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared. Such entitlement shall be credited to their public holiday account effective January 01 of each calendar year, or effective as at the commencement of the job sharing arrangement in respect of the public holidays remaining in the balance of that calendar year.
 - (2) where the member has received an overage on the number of paid public holiday hours, the member may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule such additional work for the member, arrangements shall be made to deduct the overage either from the member's compensating time off account or from the member's normal pay and such deduction shall be done at yearend or at the expiry of the job sharing arrangement, whichever is earlier.

- (iii) Medical Services Plan, Dental, Extended Health and Group Life
The member shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the member's scheduled hours of work compared to the full-time hours of the position being shared relative to the premiums normally paid by the Employer for a full-time member. The member shall pay the balance in order to maintain full coverage.
- (iv) Sick Leave and Gratuity
For the period of the job sharing arrangement, the member shall have sick leave and gratuity days credited on a prorated basis, calculated on the same proportionate basis as the member's scheduled hours of work bears to the full-time hours of the position being shared.
- (v) Superannuation
Where a member is contributing to Superannuation and enters into a job sharing arrangement, the member shall be required to continue making payments toward Superannuation. The existing cost-sharing arrangement shall continue to apply on the same percentage basis applied to the reduced earnings.
- (vi) Compassionate Leave
The provisions of Article **12(11)** of the collective agreement (Compassionate Leave) shall apply to members participating in a job sharing arrangement, EXCEPT THAT, in normal circumstances the maximum paid leave to be granted such members is two **(2)** working days.
- (vii) Rank Index
A member sharing a position shall be eligible for rank index (increment) changes upon the completion of the equivalent hours worked applicable to a full-time member in the same rank position.

5. Application of Special Allowances

Article 6 of the collective agreement shall apply to members participating in a job sharing arrangement, EXCEPT THAT subsection **6(1)** (Clothing Allowance) shall, if applicable, accrue on a prorated basis in accordance with the ratio that the member's scheduled weekly hours of work bears to the full-time hours of the position being shared.

6. Application of Overtime

Article 7 of the collective agreement shall apply to members participating in a job sharing arrangement EXCEPT THAT,

- (a) regardless of the schedule of hours worked by a member in the job sharing arrangement, overtime (extended tour of duty) premiums as provided pursuant to subsection 7(2) shall not be triggered unless and until a member is required to work overtime of one-half (½) hour or more in excess of eight **(8)** (or ten **(10)**, as the case may be) consecutive hours of regular police work; similarly, overtime premiums shall not be triggered unless and until a member's weekly hours of work exceed forty (40);
- (b) subsection 7(4) shall not apply to members participating in a job sharing arrangement; instead, for attendance at Court on any day a member is not scheduled to work, the following provisions shall apply:

Morning session	4 hours
Afternoon session	4 hours; and

- (c) subsection 10(3) respecting the accumulation of overtime, shall be varied in its application to members participating in a job sharing arrangement to the extent that "**40** hours" shall be substituted for "80 hours" wherever the latter appears in the subsection.

7. Termination

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days written notice to the other party. Notwithstanding such cancellation, all job sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

IN WITNESS WHEREOF the parties hereto have set the hands of their officers duly appointed on this _____ day of October, 2004 in the City of Victoria, Province of British Columbia.

FOR THE BOARD:

FOR THE UNION:

CHAIRMAN

PRESIDENT

DIRECTOR

VICE-PRESIDENT

MANAGER

SECRETARY

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

THE VICTORIA POLICE BOARD
(hereinafter referred to as “the Board”)

AND:

THE VICTORIA CITY POLICE UNION
(hereinafter referred to as “the Union”)

RESTRUCTURING OF THE PATROL DIVISION AND THE IMPLEMENTATION OF
THE STRIKE FORCE UNIT

The parties agree to that this Letter of Understanding is attached to and forms part of the current collective agreement.

1. Patrol Watches

(a) Acting Sergeants

Each patrol watch shall consist of Patrol Constables and Sergeants. If it becomes necessary to assign a Constable from the watch as an Acting Sergeant, that Constable shall be selected from the current promotional list. If no Constable from the current promotional list is available, selection shall be at the discretion of the Sergeants assigned to that watch, based on seniority, competency and ability.

(b) Relief and Replacement

In the normal course of events, each Watch will have at least one confirmed Sergeant on duty at all times.

2. Patrol Division Administrative Sergeant

(a) Hours of Work

The Patrol Division Administrative Sergeant shall work a ten-hour shift consistent with the provisions of the other ten-hour shifts within the Collective Agreement. Day shift shall commence no later than 0800 hours, and afternoon shift shall commence no later than 1700 hours.

(b) Relief and Replacement

The Patrol Division Administrative Sergeant shall not be replaced at times of absence and shift rotation. During absences of the Primary Response Division Inspector which are greater than forty (40) consecutive hours, a confirmed NCO shall be assigned and paid as an Acting Inspector.

3. Strike Force

(a) Hours of Work

Strike Force shall consist of Constables and a minimum of one Sergeant. These are plain-clothes positions. Strike Force members shall work a ten hour shift consistent with the provisions of the other ten-hour shifts within the collective agreement. Strike Force is a surveillance based target team and as long as it *is* operating as such start times shall be flexible and based on operational needs. For further clarity, the Strike Force shall operate consistent with all other provisions of the collective agreement, except for hours of work while performing surveillance activities.

(b) Relief and Replacement

One of the Constables of the Strike Force shall be identified as the relief supervisor to replace the road Sergeant. The Intelligence/Targeting NCO shall not be replaced but may act as the road supervisor. Relief shall be in the following manner **if the road Sergeant is off duty:**

- (i) Identify a member as an acting Sergeant, as and when required for a period equal to or greater than 10 hours.

IN WITNESS WHEREOF the parties hereto have set the hands of their officers duly appointed on this _____ **day** of October, 2004 in the City of Victoria, Province of British Columbia.

FOR THE BOARD:

CHAIRMAN

DIRECTOR

MANAGER

FOR THE UNION:

PRESIDENT

VICE-PRESIDENT

SECRETARY

LETTER OF UNDERSTANDING NO.4

BETWEEN:

THE VICTORIA POLICE BOARD
(hereinafter referred to as the "Board")

AND:

THE VICTORIA POLICE UNION
(hereinafter referred to as the "Union")

INDEXING, DETECTIVE CONSTABLES AND THE NUMBER OF NCO'S

The parties agree that this Letter of Understanding is attached to and forms part of the current collective agreement and shall remain in full force and effect for the term of the collective agreement.

STAFF SERGEANTS

1. Members confirmed in the rank of Staff Sergeant as of December 21, 2001 will continue to receive pay at the rate of 135% of a First Class Constable.
2. Staff Sergeants will be reasonably accommodated in being re-assigned in their initial transfer. Re-assignment may include duties normally performed by a Sergeant, however, such incumbent member shall suffer no **loss** of pay. Staff Sergeants while in uniform will continue to wear the insignia of the rank. Staff Sergeants will continue to use the rank name at their discretion and official correspondence shall refer to them as Staff Sergeants.
3. The rank of Staff Sergeant shall be removed from the indexing once the current serving members are promoted or leave the employment of the Board, and the duties currently performed by a Staff Sergeant may be done by a Sergeant, after December 21, 2001.
4. Service pay shall be paid to all currently serving (as of December 21, 2001) Staff Sergeants on the basis of seven dollars and fifty cents (\$7.50) per month after completion of five (5) years service and an additional seven dollars and fifty cents (\$7.50) per month for each completed five (5) year period of service thereafter. Service pay shall be paid from the first of the month next following the completion of the required period of service.
5. Notwithstanding the foregoing, the "grandparented" Staff Sergeants **will** be provided training during their work hours, which will maintain their qualifications under the Police Act.

TRAINING DAYS

Each member agrees to attend two and one-half (20 hours) training days per year.

CONSTABLE'S ELIGIBILITY FOR INDEX

Under the following conditions, Constables shall become eligible for the pay index **as** set out in the Wage Schedule:

1. Training days will be attended on a member's own leave time and shall not be compensated other than provided by this Letter of Understanding.
2. The training will be arranged by the Victoria Police Department and scheduled on a reasonable frequency to provide a choice of date of training for members.
3. Eligibility for and maintaining a pay indexing is contingent on the attendance of training of the member each year.
4. A pay index shall be withheld if a member fails to attend the required off duty training. The withholding of an index shall be after failure to complete one years training days and such withholding shall be made at one increment level for each year. In extenuating circumstances a member's index may continue at the discretion of the Chief Constable.
5. A member having obtained the rank of Fourth Class Constable is required to attend the "off-duty training days" every year up to and including the tenth year of service.
6. A member attaining the pay index of 105% must attend all of the "off-duty training days" in each subsequent year to be eligible for further indexing. The training which applies to the index shall be determined by the Employer.
7. A training day is eight (8) hours and a half day is four **(4)** hours in duration.

SERGEANT'S ELIGIBILITY FOR INDEX

1. Constables promoted to the rank of Sergeant will be paid at the rate of 120% of a First Class Constable.
2. An Acting Sergeant's rate of **pay** shall be 120% of a First Class Constable.
3. After three (3) years service at the rank of Sergeant a Sergeant becomes eligible for a pay index of 125% of a First Class Constable, subject to completion of the training requirements.
4. After six (6) years service at the rank of Sergeant a Sergeant becomes eligible for a pay index of 130% of a first class Constable, subject to completion of the training requirements.
5. Under the following conditions, Sergeants are eligible for the pay index **as** set out in the Wage Schedule:

- a) Employees of the Board agree to attend two and one-half (2.5) training days per year.
 - b) Training days will be attended on a member's own leave time and shall not be compensated other than provided by this Agreement.
 - c) The training will be arranged by the Victoria Police Department and scheduled on a reasonable frequency to provide a choice of date for training for members.
 - d) Eligibility for and maintaining pay indexing is contingent on the attendance of training of the member each year.
 - e) A pay index shall be withheld if a member fails to attend the required off duty training. The withholding of an index shall be after failure to complete one years training days and such withholding shall be made at one increment level for each year. In extenuating circumstances a member's index may continue at the discretion of the Chief Constable.
 - f) A member attaining the pay index of 120% must attend all of the "off-duty training days" in each subsequent year to be eligible for further indexing. The training which applies to the index shall be determined by the Employer.
 - g) A training day is eight (8) hours and a half day is four (4) hours in duration.
6. Sergeants having been promoted prior to the 31st day of December, 2002, will have the time in rank credited toward the indexing set out in the Wage Schedule.
7. Employees of the Board holding, or being promoted, to the rank of Sergeant prior to January 1, 2003, will continue to be paid at the index of **125.5%** of a First Class Constable, until such time as he/she becomes eligible for the 130% index.

RECOGNITION OF PREVIOUS SERVICE

Constables with recognized previous service with another accredited Canadian Police Department will have such service recognized for the purpose of indexing. Members of the Board hired after December 21, 2001 become eligible for their index, based on their previous service and attendance to training days, after twelve (12) months of employment with the Board.

DETECTIVE CONSTABLES

The Chief Constable at his discretion, may appoint Constables to a temporary position in the Detective Division. This position shall not be a rank within the collective agreement, but the member may be titled for operational purposes as a Detective Constable.

- 1. Such appointments of a member as a Detective Constable shall be for a period to be determined by the Chief Constable.
- 2. The rate of pay for a Detective Constable is that which is being received by and is in effect for the member at the time of assignment.

3. Members assigned by the Chief Constable as a Detective Constable shall have a minimum of five (5) years of police service, three of which are with the Board.

NON-COMMISSIONED OFFICERS

The parties agree that the number of confirmed Non-Commissioned Officers (NCOs) will not be less than thirty-five (35). Should the number fall below thirty-five (35) the Board agrees to promote Constables to fill those vacancies in accordance with the Promotional Policy of the Department.

IN WITNESS WHEREOF the parties hereto have set the hands of their officers duly appointed on this _____ day of October, 2004, in the City of Victoria, Province of British Columbia.

FOR THE BOARD:

FOR THE UNION:

CHAIRMAN

PRESIDENT

DIRECTOR

VICE-PRESIDENT

MANAGER

SECRETARY

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

THE VICTORIA POLICE BOARD
(Hereinafter referred to as the "Board")

AND:

THE VICTORIA POLICE UNION
(Hereinafter referred to as the "Union")

SUPPLEMENTARY EMPLOYEES

The parties agree, that within six (6) months of ratification of the collective agreement, to commence discussions at the Union-Management Committee to recommend the terms and conditions of employment of supplementary employees to be employed by the Board.

The parties agree to address such matters as, but not restricted to:

1. Eligibility and credentials of persons to **be** employed.
2. The circumstances and purposes under which a person may be employed (eg. relief for maternity leaves, WCB leaves, long-term disability leaves, continuing serious investigations, recruitment lag, specific term projects of a special nature).
3. The duration of employment contracts,
4. Assurance such employees would not be used as an ad-hoc, "part-time", as-and-when required work relief pool.
5. Employment conditions such as hours of work, wages, overtime, pay in lieu of vacation, statutory holidays and union security matters.

Upon agreement at the Union-Management Committee, the parties shall present their recommendations to the Victoria Police Board.

IN WITNESS WHEREOF the parties hereto have set the hands of their officers duly appointed on this _____ day of October, 2004, in the City of Victoria, Province of British Columbia.

FOR THE BOARD:

FOR THE UNION:

CHAIRMAN

PRESIDENT

DIRECTOR

VICE-PRESIDENT

MANAGER

SECRETARY

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

THE VICTORIA POLICE BOARD
(hereinafter referred to as "the Board")

AND:

THE VICTORIA CITY POLICE UNION
(hereinafter referred to as "the Union")

Automated Vehicle Locator ("AVL") Technology

The parties agree to the following:

Definition: For the purposes of this Letter of Understanding, "AVL" technology refers to any device, or combination of devices, that will display or record the geographic location of a police vehicle and/or police portable radio.

The employer recognizes that members have a reasonable expectation of privacy with regard to the use of "AVL" technology. The primary function of the "AVL" is to assist in emergencies where it is reasonable to believe that member safety is at risk,

"AVL" technology is not to be used for disciplinary purposes without prior express notice being provided to the member involved, except where exigent circumstances exist.

Nothing in this Letter of Understanding is intended to limit the responsibilities of the Chief Constable (or designate) acting as discipline authority in accordance with the Police Act.

IN WITNESS WHEREOF the parties hereto have set the hands of their officers duly appointed on this _____ day of October in the year 2004 in the City of Victoria, Province of British Columbia.

FOR THE BOARD:

FOR THE UNION:

CHAIRMAN, GVLRA

PRESIDENT

DIRECTOR, GVLRA

VICE PRESIDENT

MANAGER, GVLRA

SECRETARY

LETTER OF UNDERSTANDING NO.7

BETWEEN:

THE VICTORIA POLICE BOARD
(Hereinafter referred to as the "Board")

AND:

THE VICTORIA POLICE UNION
(Hereinafter referred to as the "Union")

EMPLOYEES TRANSFERRED FROM THE ESQUIMALT POLICE AND FIRE DEPARTMENT TO THE VICTORIA POLICE BOARD

The parties signatory hereto agree that this Letter of Understanding is attached to, and forms part of the current collective agreement.

PREAMBLE

On January 1, 2003, the operations of the Esquimalt police services were transferred to the Victoria Police Board. This Letter of Understanding sets out supplemental terms of employment for those Esquimalt employees who accepted offers of employment into the Victoria Police Department.

GENERAL TERMS AND CONDITIONS

1. Esquimalt employees **who** accepted offers of employment became employees of the Victoria Police Board effective January 1, 2003. Except as otherwise provided by this Letter of Understanding, such employees shall be covered by the terms and conditions of the current collective agreement in effect between the Board and Union.
2. The Board undertakes to ensure that personnel files and medical records of former Esquimalt employees shall be kept in a confidential manner.

SENIORITY

1. Effective January 1, 2003 former Esquimalt employees have been granted full credit for service earned while employed by the Esquimalt Police Board as "seniority" with the Victoria Police Board. Such seniority may be applied for all purposes of the collective agreement between the Board and Union.
2. The parties merged ("dovetailed") the seniority ranking of **all** Victoria and former Esquimalt employees and created a revised seniority list according to this principle.

VACATIONS

1. As of January 1, 2003 a former Esquimalt employee has been entitled to the vacation entitlements as set out in Article 8 of the current agreement based upon their combined years of service as an employee of both Esquimalt and Victoria and prior full-time police service with a recognized Canadian police agency.
2. A former Esquimalt employee of the Board has been credited with unused annual leave ported from Esquimalt provided such accumulated leave did not exceed the provision of Article 8(2) (l), and in accordance with their recognized years of service.

SICK LEAVE

1. As of January 1, 2003, each former Esquimalt employee of the Board was provided with a sick leave reserve bank with the Board into which was credited their Esquimalt sick leave bank (refer to Article 12(5)(a) of the Esquimalt Police Union collective agreement) which had been accrued while employed by Esquimalt.
2. As of January 1, 2003, a former Esquimalt employee of the Board has been entitled to the sick leave provisions as set out in Article 12(5) with the exception of points three and four (3 & 4) below.
3. A former Esquimalt employee shall utilize sick leave firstly from entitlements earned as a Board employee and once such sick leave is exhausted, then from the sick leave reserve that had been ported (brought forward) from Esquimalt.
4. The pay-out of accrued sick leave at retirement or termination to a former Esquimalt employee as set out in Articles 12(5)(c) and (d) of the current collective agreement shall only apply to sick leave that has been accrued while in the employ of the Board. Any pay-out of accrued sick leave shall not apply to any sick leave bank which may have been ported by an employee from their employment in Esquimalt.

IN WITNESS WHEREOF the parties hereto have set the hands of their officers duly appointed on this _____ day of October, 2004 in the City of Victoria, British Columbia.

FOR THE BOARD:

FOR THE UNION:

CHAIRMAN

PRESIDENT

DIRECTOR

VICE PRESIDENT

MANAGER

SECRETARY