

**IN THE MATTER OF THE FIRE AND POLICE SERVICES COLLECTIVE  
BARGAINING ACT, R.S.B.C, 1996 C. 142**

**AND IN THE MATTER OF AN INTEREST ARBITRATION**

**BETWEEN:**

**VANCOUVER POLICE BOARD**

**(the "Employer")**

**AND:**

**VANCOUVER POLICE UNION**

**(the "Union")**

**(Re: Collective Agreement Renewal)**

**ARBITRATOR:**

**Stan Lanyon, Q.C.**

**COUNSEL:**

**Thomas A. Roper; Q.C.,  
for the Employer**

**Gabriel Somjen  
for the Union**

**DATE OF HEARING:**

**December 13, 2007**

**PLACE OF HEARING:**

**Burnaby, B.C.**

**DATE OF DECISION:**

**December 14, 2007**

## AWARD

### **I. BACKGROUND**

The parties to this proceeding are the Vancouver Police Board (the “Employer”) and the Vancouver Police Union (the “Union”). The parties commenced negotiations to renew their 2003 – 2006 Collective Agreement on February 28<sup>th</sup>, 2007 and have held a total of 21 meetings in an effort to reach a new Collective Agreement. The last 8 of these meetings occurred in the context of mediation under Section 74 of the Labour Relations Code.

While the parties were able to reach tentative agreement and/or withdrew all the items on their respective agendas, the issues of Term of the Agreement and General Wage Adjustments remain unresolved and are the issues put before me. Those issues which had been tentatively agreed upon are included and attached to this Award as Schedule A and form a part of this Award. The parties have agreed that, unless otherwise stated in this Award or Appendix, the effective date of the items in Schedule A is the date of the Award.

During the mediation process under the Labour Relations Code, the parties agreed to refer the unresolved collective bargaining issues to binding arbitration pursuant to the *Fire & Police Services Collective Bargaining Act*, R.S.B.C. 1996, c.142, save and except that the parties mutually agreed to proceed to arbitration, not as a result of direction by the Minister of Labour, but rather consensually. In reaching agreement on a process to conclude the negotiations, the parties agreed the submission to arbitration would have the same effect as though the *Fire & Police Services Collective Bargaining Act* had been formally invoked. As part of the agreement, the parties agreed to request that I act as a mediator to encourage a settlement and failing that, to act as an arbitrator to finally and conclusively bind the parties to a resolution of the 2007 round of bargaining.

## II. POSITIONS OF THE PARTIES

In accordance with the request of the parties, I employed mediation at the outset of the hearing. In adopting this process, the parties conveyed their respective positions to me in a less formal manner than would otherwise be the case had they been before me in a formal hearing. In this regard, I will only provide a brief summary of the positions of the parties and comment on some of the factors influencing this proceeding.

### A Union Position

The Union argued that there are several factors that would warrant a significant increase in compensation for Vancouver Police Officers at this time. Some of those factors are that the local economy is strong, that recruitment and retention issues are a serious problem for both the Employer and for the Union. The Union argues that these will continue to be issues in the future. The Union says that the cost of living in Vancouver is high compared to other places in Canada and particularly the cost of housing is high in Vancouver. It argues that the workload of the Vancouver Police Officers is very high and is expected to increase even more as we approach the 2010 Olympics and all of the policing issues associated with that.

Of greatest significance, says the Union, is comparison with large police forces in Canada. It argues that comparisons have been made historically and are even more appropriate in this round of bargaining, with the Metropolitan Toronto Police Department. The Union also says that there is a new comparable in this round of bargaining which has not existed in the past and is relevant to this Award. It says that the Translink Police are a local police comparator, which has not existed before in the Greater Vancouver Area. At present the Translink Police Officers are paid at a higher rate than the Vancouver Police and the Union argues that there is no possible justification for continuing that disparity. The Vancouver

Police Union **argues** that **its members must be paid at the same level** or in excess of other police officers in Vancouver (i.e. Translink Police) and at the level or in excess of its traditional comparator the Metropolitan Toronto Police.

**B**     Employer Position

The Employer advanced the position that local settlements provide an indication as to the economic conditions affecting all workers in the region and that these settlements ought to be the key consideration when applying the criteria under the Act. In addition, the Employer pointed to other settlements in the municipal sector as relevant criteria and noted that the City of Vancouver (the Vancouver Police Board's funding agent) recently endured a lengthy labour dispute with several of its unions. The settlement levels resulting from that dispute are a reasonable indication as to what these parties would have agreed to in free collective bargaining.

The Employer went on to argue that CPI projections for BC by the five major banks would be in the range of 2.0% for 2007, 2008 and 2009. Projections by the BC Finance Ministry predict CPI to run at 2.1% in each of the same three years. In addition, the Employer stated that settlement levels in British Columbia for the combined Public and Private sector were at 2.3% for 2007, 2.4% for 2008 and 2.5% in 2009.

Based on broad settlement activity in British Columbia, the forecast for CPI, and the settlement pattern established in the municipal sector, the Employer argued that there is no basis for an adjustment which exceeds the settlement pattern established in the municipal sector.

The Employer's view with respect to police employed by Translink was that, while the rates of pay were higher than the Vancouver Police Union, the settlement was for a three year period from April 2007 to March 31<sup>st</sup> 2010 and agreement on

wage increases of 3.0% per year for the three year period should be a good indicator of settlement trends if it is to be considered as a comparator at all. In addition, the rate of pay for Translink was anomalous in that the bargaining involved negotiating provisions for a new group of employees (the uniform staff) into a collective agreement originally negotiated for office staff. The expectation is that future rounds of bargaining by Translink will not be a factor given that Translink negotiations will likely follow Vancouver Police negotiations, as is the case with other municipal police departments in the province.

### **C**     Other Factors

Both parties acknowledged that the labour market from which the Employer draws its recruits was becoming more limited in terms of the number and the quality of recruits available. There are fewer applicants for entry level positions and, of those who apply, the qualifications *and/or* suitability are **of** a lower standard than what has been available and the market is significantly more competitive than it has been in the past. Further, it is critical for the employer to retain existing **staff**. While Council has not **yet** considered the request, the Employer is seeking to increase its authorized strength by approximately 100 officers in the next two years and further requests are likely to occur in subsequent years. This may exacerbate the recruitment/retention issues.

### **III.     OUTCOME**

As mentioned above, I engaged in the mediation process at the commencement of the hearing. I was unable to bridge the gap between the parties through the normal course of events. The process did, however, provide me with an in-depth understanding of the arguments and positions of the parties. Having heard the position of the parties in the mediation process, I took the respective positions into consideration in the context of Section 4(6) of the Act. I gave particular consideration to the information concerning the recruitment of qualified

employees and was mindful of the fact that there is a keen interest in the safety and well being of and by the Public.

In turning my mind to determining how to decide the two outstanding issues based on the information I had been provided, I considered the arguments of the parties relative to each of the criteria of Section 4(6) of the Act. To be clear, prior to making this preliminary determination, I explored with each party the full scope of their arguments to ensure that my conclusion would be the same as the one I would have reached, had the process advanced to a formal hearing.

I neither accepted the initial five year term advanced by the Employer because of the lack of wage data for future years nor the three year term advanced by the Union. Nor did I accept the wage proposals put forward by either party. I was mindful of the strong economy and the difficulty in being able to recruit and retain staff in such an environment. I also took into consideration the costs of any settlement.

Further, I was specifically mindful of the other arguments raised by the parties. Specifically I considered compensation for Police Officers in comparable metropolitan areas in Canada, including Toronto, the police staff at Translink, local economic comparators, other municipal settlements, and the recent City of Vancouver strike.

Having made my determination, I advised the parties of the likely outcome of arbitration, should the process move to a full hearing. I confirmed that the parties would not have any new information or evidence which would be advanced at a formal hearing. I then left the parties to decide whether they wished to advance these matters to a full hearing (in all likelihood reaching the same conclusion) or avoid further delay and cost by consenting to the conclusion I had reached based on the meditated effort.

After careful consideration the Parties have accepted my proposed resolution of the two outstanding issues as follows:

Term of the Agreement

The new Collective Agreement shall be for a term of thirty - nine (39) months, effective January 01, 2007 to and including March 31, 2010. The additional three months in 2010 allows the parties to defer the commencement of negotiations for three months and focus on the operation of the Department during the 2010 Olympics.

General Wage Adjustment

Effective January 01, 2007 the monthly First Class Constable rate shall be increased by three and one half percent (3.5%).

Effective January 01, 2008 the monthly First Class Constable rate shall be increased by three percent (3.0%).

Effective August 01, 2008 the monthly First Class Constable rate shall be increased by one percent (1.0%).

Effective January 01, 2009 the monthly First Class Constable rate shall be increased by three percent (3.0%).

Effective July 01, 2009 the monthly First Class Constable rate shall be increased by one percent (1.0%).

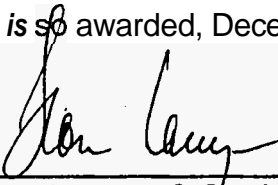
Effective December 31, 2009 the monthly First Class Constable rate shall be increased by zero point eight seven five percent (0.875%).

In all cases, other monthly rates shall be increased by the application of the existing rank index structure and rounded to the nearest whole dollar.

The same general wage adjustments will be applied on the same dates to the hourly rates of pay of Guards and Special Constables and rounded to the nearest whole cent.

The Parties have agreed that this award shall be without prejudice to either Parties' position with respect to term or wages in subsequent negotiations to renew this Collective Agreement.

It is so awarded, December 14, 2007.



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Stan Lanyon, Q.C. - Arbitrator



SCHEDULE "A"

INTERIM MEMORANDUM OF AGREEMENT

The following matters have been tentatively resolved either through the process of collective bargaining by the bargaining representatives of the GVRD acting on behalf of the Vancouver Police Board (hereinafter "the Employer") and the bargaining representatives of the Vancouver Police Union (hereinafter "the Union"), and the mediation efforts of Ms. Debbie Cameron. The parties request that the arbitrator include the matters listed below as part of the Arbitration Award to be issued in their role as the Arbitrator in finally and conclusively resolving all matters related to the renewal of the 2003 - 2006 Collective Agreement between the Vancouver Police Board and the Vancouver Police Union.

1. **Previous Conditions**

All of the terms and conditions of the Collective Agreement commencing 2003 January 01 and expiring 2006 December 31 shall apply except as specifically varied below.

2. **Clothing Allowance**

The Employer and the Union agree to amend Section 6.1(a) in the new Collective Agreement to read as follows:

- "(a) (i) During the 1<sup>st</sup> calendar year of service, all new members shall be issued, on an as-required basis, at the discretion of the Chief Constable, the following items of uniform: tunic, trousers, skirts, overcoats, caps, waterproof clothing, boots/shoes (recruits only), briefcase (recruits only), footwear allowance of two hundred and fifty dollars (\$250.00) once every three years (except recruits), ties, gloves, t-shirts, shirts and socks. New members shall not be eligible to participate in the Point System Program during their 1<sup>st</sup> calendar year of service.
- (ii) During the 2<sup>nd</sup> calendar year of service, a member is eligible to participate in the Point System Program. The allocation of points shall be prorated during the 2<sup>nd</sup> calendar year of service based on the date of hire in the 1<sup>st</sup> calendar year.

For example:

- (1) Member hired in March

$9/12 \times (439 \text{ points}) \text{ Annual Entitlement} = (329 \text{ points})$   
Entitlement during 2<sup>nd</sup> calendar year

or

- (2) Member hired in September

SCHEDULE " A(cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

$3/12 \times (439 \text{ points})$  Annual Entitlement = (110 points)  
Entitlement during 2<sup>nd</sup> calendar year

(a month will be included in the prorating calculation if a member works a portion of a month greater than ½ (one-half))

- (iii) During the 3<sup>rd</sup> and all subsequent calendar years of service, members shall be allocated an annual point entitlement of 439 points.
- (iv) (1) Members may purchase uniform items using their annual point entitlement in accordance with item (xii) below.  
  
(2) The Joint Employer/Union Uniform Committee (the Committee) may add and/or delete items approved by the Employer pursuant to 6.1(b) of the Collective Agreement from the list in part (xii) below. If the Committee adds an item to the list in part (xii) below, it shall also establish a point value for such item. It is understood that the addition of an item to the list in part (xii) below will not increase the annual point entitlement identified in (iii) above. The Committee does not have the authority to increase the annual point entitlement identified in (iii) above (but may make recommendations to the Employer). The Committee does have authority to alter point allocations within the identified point entitlement in (iii) above.
- (v) Members must maintain a "Uniform Kit" in good condition and fitting appropriately.
- (vi) Members may be required to present their 'Uniform Kit' to their Supervisor to determine if the kit is in acceptable condition. If the Supervisor determines that the kit is in unacceptable condition, the Supervisor may direct the member to use the annual point entitlement in a manner necessary to bring the kit to an acceptable standard.
- (vii) Uniform issue requests that are inconsistent in terms of sizing, frequency of purchase or quantity, for example, may be denied.
- (viii) Members may only carry over up to a maximum of 100 unused points from one calendar year to the next calendar year. Members who wish to carry over points pursuant to this item (viii) must advise the Stores Section. Points carried over pursuant to this item (viii) must be used in the calendar year immediately following the calendar year from which they were carried over.

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

Any points carried over which are not used in the calendar year immediately following the calendar year from which they were carried over shall be forfeited.

- (ix) Where a member transfers between a plain clothes assignment and a uniformed assignment part way through a calendar year, the member shall have their annual point allocation (available under this Letter of Understanding) and their clothing allowance (available pursuant to Section 6.1(d) of the Collective Agreement) prorated for that calendar year.
- (x) During the final calendar year of employment, annual point entitlement shall be prorated in a manner similar to that outlined in (ii) above.
- (xi) The last issue of uniform shall remain the property of the Employer.
- (xii) UNIFORM ITEMS AND POINT ALLOCATION

UNIFORM ITEM	POINTS REQUIRED PER ITEM
Forage Cap	33
Gore-Tex Shell	238
Fleece Jacket	110
Shirt	48
Socks (1 pair)	2
Trousers (1 pair)	78
T-shirt	5
Boots/Shoes	250
Complete Dress Uniform (incl. pants, belt and buckle, tunic, shirt, and "collar dogs")	435

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

3. **Motorcycle Pay**

Effective the 2008 January 01, the Employer and the Union agree to delete Section 6.2 in the new Collective Agreement.

4. **Section 6.5 – Shift Differentials**

The Employer and the Union agree to amend Section 6.5 in the new Collective Agreement by:

(a) amending Section 6.5(a) to read as follows:

“A member who works between 1800 hours and 0700 hours on any day shall be paid a shift differential premium of one dollar (\$1.00) per hour for all time that the member is required to work during that period;”

The one dollar (\$1.00) per hour shall be increased as follows on the effective dates listed below:

2008 January 01 – one dollar and fifteen cents (\$1.15) per hour; and,

2009 January 01 – one dollar and twenty-five cents (\$1.25) per hour;

(b) deleting Section 6.5(b) from the new Collective Agreement.

5. **Extended Tour Calculation**

(a) The Employer and the Union agree to amend the last paragraph of Section 7.1 in the new Collective Agreement to read as follows:

“Any overtime incurred under Sections 7.3 and 7.4 (except as otherwise provided in Sections 7.4(c), (e), and (f)) shall be calculated on the basis of the amount of overtime worked multiplied by 1½ (one and one-half), or 2 (two) as the case may be.”

(b) The Employer and the Union agree to amend Section 7.3(a) by deleting the words “of ½ (one-half) hour or more” in the second line in the new Collective Agreement.

(c) The Employer and the Union agree to amend Schedule “G” of the new Collective Agreement as follows:

(i) Amend Section 7.3 of Letter of Understanding No. 2 to read as follows:

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

"A member who is required immediately following completion of a shift to work overtime in excess of 10 (ten) consecutive hours of regular police work (for purposes of this Section 7.3 only to be deemed to be inclusive of the minimum 15 (fifteen) minutes preceding shift start time that a member is required to report for duty) shall be compensated at the rate of 1½ (one and one-half) times the hourly rate of such member, computed on the basis of the member's regular working hours, for the first 2 consecutive hours of overtime worked by such member and at the rate of double the hourly rate computed as aforesaid, for all hours worked by such member in excess of 10 consecutive hours of regular police work. The overtime worked by a member to which the provisions of this Section 7.3 are applicable is in this Agreement referred to as "extended tour of duty".

- (ii) Amend Section 6 of Letter of Understanding No. 3 to read as follows:

"A member who is required immediately following completion of a shift to work overtime in excess of 12 (twelve) consecutive hours of regular police work (for purposes of this Section 7.3 only to be deemed to be inclusive of the minimum 15 (fifteen) minutes preceding shift start time that a member is required to report for duty) shall be compensated at the rate of 1½ (one and one-half) times the hourly rate of such member, computed on the basis of the member's regular working hours, for the first 2 consecutive hours of overtime worked by such member and at the rate of double the hourly rate computed as aforesaid, for all hours worked by such member in excess of 10 consecutive hours of regular police work. The overtime worked by a member to which the provisions of this Section 7.3 are applicable is in this Agreement referred to as "extended tour of duty".

- (iii) Amend Section 6 of Letter of Understanding No. 4 to read as follows:

"A member who is required immediately following completion of a shift to work overtime in excess of 11 (eleven) consecutive hours of regular police work (for purposes of this Section 7.3 only to be deemed to be inclusive of the minimum 15 (fifteen) minutes preceding shift start time that a member is required to report for duty) shall be compensated at the rate of 1½ (one and one-half) times the hourly rate of such member, computed on the basis of the member's regular working hours, for

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

the first 2 consecutive hours of overtime worked by such member and at the rate of double the hourly rate computed as aforesaid, for all hours worked by such member in excess of 10 consecutive hours of regular police work. The overtime worked by a member to which the provisions of this Section 7.3 are applicable is in this Agreement referred to as "extended tour of duty".

6. **Section 7.4(f) - Standby**

The Employer and the Union agree to amend Section 7.4(f) in the new Collective Agreement to read as follows:

"Where a member is required to stand by between regularly scheduled shifts, such member shall be compensated at the rate of one (1) hour at straight-time. Where a member is required to stand by during weekly leave, such member shall be compensated at the rate of three (3) hours at straight-time for the time the member is required to stand by in any twenty-four (24) hour period or portion thereof (with the twenty-four (24) hour period commencing at the same time that the standby requirement is effective). For the purposes of this Section 7.4(f), weekly leave is deemed to have commenced at the conclusion of the member's last scheduled shift of their tour of duty.

If a member is called out while on standby such member shall be compensated for such callout as provided in Section 7.4(a) or 7.4(e) (whichever Section is applicable) in addition to the member's standby compensation."

7. **Court Time**

The Employer and the Union agree to amend Section 7.5A(2) in the new Collective Agreement by replacing "0015" with "0115".

8. **Investigative Phone Calls**

The Employer and the Union agree to delete Section 7.5C(f) in the new Collective Agreement and insert a new Section 7.5 to read as follows:

"7.5 **Investigative Phone Calls**

In the event that a member while off duty receives a telephone call from the Department of one (1) hour or less which is related to an investigation that involves the member and which subsequently requires the member to create a General Occurrence Report or to supplement a General Occurrence Report in relation to the action

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

taken by the member in response to the call, then such member shall be entitled to **one and one-half (1½)** hours' compensation. It is understood that phone calls of an administrative nature shall not trigger this provision unless the call is of a prolonged nature in response to a significant operational necessity. In such cases, claims are subject to the approval of the Inspector in charge of the Division to which the member is assigned. Claims for compensation under this provision are subject to approval by the member's supervisor.

In the event a call, which meets the criteria described above, is initiated from a source outside of the Department (such as Crown Counsel, witnesses or informants) then claims for compensation under this provision are subject to approval by the Inspector in charge of the Division to which the member is assigned.

Where a member is on standby pursuant to Section 7.4(f), the member is not entitled to claim compensation under this Section 7.5 unless the call (or calls) meets the criteria for entitlement described above and is (are) for a duration (or cumulative effect) of longer than one-half (½) hour."

Subsequent Sections will be re-numbered accordingly and all cross-references in the new Collective Agreement will be updated as required.

**9. Member Benefits**

(a) Effective 2008 January 01, the Employer and the Union agree amend Section 9.1(b) in the new Collective Agreement by amending:

(i) the third bullet to read as follows:

"prescription drugs including oral contraceptives. Prescription drug coverage will include a maximum fifteen percent (**15%**) ingredient mark-up; an eight dollar and fifty cent (\$8.50) per prescription cap on dispensing fees; and will provide for lowest cost alternative drug substitution unless specifically otherwise directed by the prescribing physician. The provision of prescription drugs shall be made in accordance with the terms and conditions of the plan;"

(ii) the second to last paragraph by adding the following sentence:

"A direct payment card will be made available to members for eligible purchases of prescription drugs subject to and in accordance with the terms and conditions of the plan."

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

- (b) (i) Effective 2008 January 1, the Employer and the Union agree to establish a requirement for a physician's referral in order to be eligible for reimbursement for massage therapy services under the Extended Health Care Plan.

The Committee established under Item (c) below will review the experience and usage of massage therapy services as soon as possible following 2008 September 30 to determine if the implementation of the physician referral had the desired effect of reducing the total cost massage therapy services by an amount equivalent to the increase in drug plan usage due to implementation of the direct payment card. In the event that the anticipated cost reductions are not realized, then the committee will establish an annual reimbursement maximum for massage therapy services in an effort to balance off any additional costs, if any, related to the implementation of the drug card effective 2009 January 01. In the event the anticipated cost reductions remain unrealized, the Committee will also establish a requirement for a physician's referral in order to be eligible for reimbursement for physiotherapy services under the Extended Health Care Plan. The committee will further review the experience and usage of physiotherapy and massage therapy services after the aforementioned changes have been made. In the event, these measures have not reduced total costs in an amount that is equivalent to any increase in drug plan usage due to implementation of the direct payment card, the committee will then further consider an annual reimbursement maximum for physiotherapy services in an effort to balance off any remaining additional costs related to increased drug plan use due to implementation of the direct payment card. These additional changes, if required, will be implemented effective 2010 January 01.

- (ii) Effective 2008 January 01, the Employer agrees to instruct the Extended Health Care Plan carrier to adjust the annual maximum for chiropractic services from \$200 per year per person to \$500 per year per person or \$800 per family; and adjust the annual maximum for acupuncture services from \$100 per person per year to \$300 per person per year.

- (c) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to Appendix IV which is attached to and forms a part of this Memorandum of Agreement.

10. **Occurrence of Sickness While on Duty**

The Employer and the Union agree to delete Section 11.7 from the body of the new Collective Agreement and from Schedule "G", No. 2. Deductions for sick leave will be made in accordance with the Sick Leave Plan as outlined in Schedule "C".



SCHEDULE "A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

**11. Pensions**

The Employer and the Union agree to:

- (a) amend Section 13(b)(i) in the new Collective Agreement to read as follows:

"(i) Any member, who has completed 25 years of pensionable service and has attained the age of 50 years, and for whom the employer desires to facilitate early retirement may be considered for retirement with a pension which is not reduced for early retirement.

The Employer may, at its discretion, contribute the full amount as determined by the Pension Corporation, but will only do so with the consent of the member. This amount would be sufficient to supplement the member's pension in an amount equal to the amount by which the member's pension would have been reduced by the early retirement of the member; and"; and,

- (b) add a new Section 13(b)(iii) to read as follows:

"(iii) Notwithstanding the language in 13(b)(i) above the parties agree during the term of the agreement to work towards establishing both an internal procedure and a benefit trade-off method that will facilitate early retirement on an unreduced pension in accordance with the Pension Corporation's Early Retirement Incentive Plan provisions. Such procedure and benefit trade-off will be subject to the agreement of the Pension Corporation and include an approval process to the Pension Corporation for individuals applying under the provision."

**12. Probationer Rates – Schedule "A"**

- (a) The Employer and the Union agree to amend Section 11.5(a) in the new Collective Agreement to read as follows:

"Upon completion of thirty-four (34) weeks' service following the date of acceptance as a Probationer member, or upon successful completion of the required basic training, whichever is later, a Probationer member shall receive an incremental increase to a pay level equal to that of Fourth Class rank. Where the reason for failure to complete the required basic training during the Probationer member's first 12 calendar months' service following the date of acceptance as a Probationer member is beyond the control of the Probationer member, the Employer shall grant the

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

incremental increase to a pay level equal to that of Fourth Class rank with retroactive effect to the first anniversary of the member's date of acceptance as a Probationer member."

- (b) Effective the date of ratification of this Memorandum of Agreement, the Employer and the Union agree to amend the probationer rate for a Constable in Part A of Schedule "A" from a rank index of "65%" to a rank index of "70%".

13. Special Constables

The Employer and the Union agree to attach Appendix I – Special Constables to Schedule "G" of the new Collective Agreement as No. 7.

14. Job Sharing

The Employer and the Union agree to attach Appendix III – Job Sharing to Schedule "G" of the new Collective Agreement to replace the current Letter of Understanding No. 5.

15. Retirement

The Employer and the Union agree to add a new provision to Section 9 in the new Collective Agreement to read as follows:

"Normal Retirement

The Employer and the Union agree that normal retirement for members shall occur on the first of the month following the date a member reaches age sixty (60).

16. Joint Employer–Union Committee – Pensions

The Employer and the Union agree that in the event that options to the Special Agreement Pension Plan *become available* during the term of this Agreement, the parties will form a committee to be comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union. The purpose of the Committee will be to examine and discuss such options. Where the Committee makes a recommendation, the recommendation may be implemented during the term of the Collective Agreement, if the recommendation is approved by the principals of the parties.

This Item 16 will be attached to the new Collective Agreement as a separate schedule titled "Residual Issues". The Employer and the Union agree that the provision will be removed from the 2007 – 20\_\_ Collective Agreement during the drafting of the Collective Agreement which renews the 2007 – 20\_\_ Collective Agreement.

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

**17. Indemnification of Members**

The Employer and the Union agree that in the event existing provisions contained within the British Columbia Police Act regarding Discipline Proceedings, Public Hearings, or Duty Reports are added or amended, the parties will form a committee to be comprised of up to three (3) representatives appointed by the Employer (including a representative from the City of Vancouver Legal Department) and up to three (3) representatives appointed by the Union. The purpose of this committee will be to examine the existing Indemnification language contained in section 9.9 of the existing collective agreement between the parties at the time that any such amendments come into force. Where the committee makes recommendations, the recommendations may be implemented during the term of the Collective Agreement provided the normal ratification processes of both parties for collective agreement modifications results in approval of the recommendations.

**18. Housekeeping**

The Employer and the Union agree to make the following changes to the new Collective Agreement:

- (a) delete the definition of "Auxiliary Member" in Section 1;
- (b) delete Schedule "B" in its entirety and re-letter subsequent schedules accordingly;
- (c) attach Appendix II – Jail Guards to Schedule "G" as No. 8;
- (d) amend Section 11.1(c) by adding Paragraphs 1 – 6 of the Letter of Understanding titled Electronic Detail of Duty and 30-Day Notice Provision dated September 15, 2005;
- (e) amend Section 11.1(d) by inserting "(a) and (b)" after "Section 11.1" in the first line;
- (f) cancel the Letter of Understanding titled Electronic Detail of Duty and 30-Day Notice Provision dated September 15, 2005;
- (g) amend 13(d) by deleting the words "the first of the month following"; and,
- (h) any other housekeeping amendments mutually agreed to by the parties during the drafting of the new Collective Agreement.

**19. Drafting of New Collective Agreement**

The Employer and the Union agree that in all instances where an amendment to the Collective Agreement is effective on the date of the Arbitration Award, then for the purposes of drafting the new Collective Agreement, the amended or new provision shall

SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

only appear in the new Collective Agreement together with a sentence referencing its effective date.

DATED this 10<sup>th</sup> day of December, 2007 in the City of Vancouver.

REPRESENTATIVES      FOR      THE      REPRESENTATIVES FOR THE UNION:  
EMPLOYER:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
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SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

This is the Appendix I referred to in item #13 of this Memorandum of Agreement.

APPENDIX I

LETTER OF UNDERSTANDING

between the

**VANCOUVER POLICE BOARD**  
(hereafter called "the Employer")

and the

**VANCOUVER POLICE UNION**  
(hereafter called "the Union")

**SPECIAL CONSTABLES**

---

**PREAMBLE**

Part A of this Letter of Understanding sets out the terms and conditions of employment for members employed as Special Constables in the following classifications:

- Wire Tap Specialist
- Technical Support/Covert Systems
- Intelligence Analyst
- Senior Strategic/Tactical Intelligence Analyst

These classifications will be referred to as Special Constables in this Letter of Understanding.

Sections of the Collective Agreement not referred to in Part A shall not apply to Special Constables. Where a Section heading is listed in Part A, that Section shall apply to Special Constables as written in the 2007–20\_\_ Collective Agreement between the parties. Where new language exists in Part A, it shall replace the language found in the corresponding Section in the 2007–20\_\_ Collective Agreement for the purpose of members employed as Special Constables.

It is agreed between the parties that where a section listed below refers to "Police Officer" or "Police Member(s)", the provision shall also apply to Special Constables.

**PART A – REGULAR FULL-TIME SPECIAL CONSTABLES**

1. DEFINITIONS

SCHEDULE " A(cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX I (cont'd)

2. TERM OF THE AGREEMENT

3. UNION SECURITY

4. REMUNERATION

5. PAY ~~FOR~~ ACTING IN A SENIOR CAPACITY

6. SPECIAL ALLOWANCES

6.5 Shift Differentials

6.6 Occupational Health and Safety First Aid

7. OVERTIME

7.1 Calculation of Overtime

7.2 Election Respecting Compensation

7.3 Extended Tour of Duty

<Language as is applicable based on assigned shift,

7.4 Callouts

7.5 Court Time Schedule. Denotification

7.6 Compensation for Court Attendance by an Acquitted Member

7.7 Accumulation of Overtime

8. ANNUAL LEAVES AND PUBLIC HOLIDAYS

8.1 Annual Leaves

Paid annual leave for Special Constables covered by this Agreement shall be allowed as follows:

- (a) Special Constables leaving the service in less than 12 months from the date of appointment shall be granted annual leave pay in accordance with Part 4 of the Employment Standards Act;

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX I (cont'd)

- (b) in the first part calendar year of service, one-twelfth ( $\frac{1}{12}$ ) of eighty (80) hours for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31;
- (c) during the second up to and including the seventh calendar year of service - 120 hours;
- (d) during the eighth up to and including the fifteenth calendar year of service - 160 hours;
- (e) during the sixteenth up to and including the twenty-second calendar year of service - 200 hours;
- (f) during the twenty-third and all subsequent calendar years of service - 240 hours.
- (g) <as per the body of the Collective Agreement>
- (h) cas per the body of the Collective Agreement>
- (i) <as per the body of the Collective Agreement>
- (j) <as per the body of the Collective Agreement>
- (k) cas per the body of the Collective Agreement>
- (l) Annual Leave Pay Adjustment
- (m) Annual Leave Conversion
- (n) Annual Leave Signup  

Annual leave **signup** will be conducted in a manner determined by the Employer. The Employer will consider requests by Special Constables to use banked overtime leave to bridge weekly leave.
- (o) <as per the body of the Collective Agreement>

8.2 Public Holidays

Public holiday entitlement shall be applied in the same manner as it is applied to other members working the same shift schedule as the Special Constables.

8.3 Supplementary Annual Leave

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX I (cont'd)

9. MEMBER BENEFITS

9.1 Medical Services Plan/Extended Health Care Plan/Psychological Services Plan

9.2 Group Life Insurance

9.3 Sick Leave and Gratuity Plan

Gratuity

(a) A Special Constable shall be credited with eight (8) hours for each complete quarter of every calendar year worked and not more than thirty-two (32) hours for each calendar year worked by him/her. An additional credit of eight (8) hours shall be given for each completed calendar year during which the Special Constable was not absent on paid sick leave.

(b) A deduction is made from the Special Constable's current year's gratuity credits for all hours absent on sick leave with pay, except that such deduction shall not exceed thirty-two (32) hours in any one (1) calendar year, or eight (8) hours in any quarter of any one calendar year or for any one illness. The total gratuity credited to each Special Constable at December 31st of each calendar year will remain to such Special Constable's credit regardless of time lost in any subsequent year through illness or any other reason.

In circumstances where an injury is not covered by Workers' Compensation solely because the Special Constable is off for less than the qualifying period, time off shall be considered as sick leave. For the purpose of this clause a deduction shall be made from the Special Constable's accumulated sick leave credits but this deduction shall not affect the Special Constable's gratuity benefits.

9.4 Workers' Compensation and Sick Leave Payments

9.5 Sick Leave Recovery

9.6 Dental Services Plan

9.7 Benefit Plan Administration

9.8 Complaints Against Members

9.9 Indemnification of Members

9.10 Dependents' Compensation



SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX I (cont'd)

- 9.11 Total Permanent Disability Compensation
- 9.12 Training Course Transportation
- 9.13 Compassionate Leave
- 9.14 Maternity and Parental Leave
- 9.15 Leave of Absence Without Pay
- 9.16 Same Sex Benefit Coverage
- 10. MEDICAL ATTENDANCE
- 11. WORKING CONDITIONS
  - 11.1 Work Week
    - (a) cas per the body of the Collective Agreements
    - (b) Special Constables shall be assigned to work eight (8), ten (10), eleven (11) or twelve (12) hour shift schedules as determined by the Employer. As required, the work week shall be brought to an average of forty (40) hours per week in the same manner as is done for other members working any of those shifts.
    - (c) cas per the body of the Collective Agreement>
    - (d) cas per the body of the Collective Agreement>
  - 11.2 Promotional Policy
    - (a) cas per the body of the Collective Agreement>
  - 11.3 Seniority
  - 11.4 Probation
    - (a) A Special Constable shall be placed in a probationary capacity until the successful completion of twelve (12) months' service following the date of employment.
    - (b) cas per the body of the Collective Agreement>
    - (c) cas per the body of the Collective Agreement>

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX I (cont'd)

(d) <as per the body of the Collective Agreement>

(e) <as per the body of the Collective Agreement>

**11.5** Increments

Eligibility for advancement from one step (increment) to the next is subject to service, satisfactory to the Employer, for a total of twelve **(12)** calendar months per step.

**11.8** Compliance with Administrative Regulations

**11.9** Method of Pay

**11.10** Changes Affecting the Agreement

**11.11** Parking

**11.12** Consultation

**12.** REDUCTION OF THE WORKFORCE, LAYOFF, RECALL

**12.1** Definitions

**12.2** Notification to Union

**12.3** Notification to Members

**12.4** Reduction in Rank

**12.5** Layoff

**12.6** Recall

**12.7** Compensation

**13.** PENSIONS

Contributions to the Municipal Pension Plan shall commence on the Special Constable's date of hire and shall be subject to the rules of the Municipal Pension Plan.

**14.** GRIEVANCE PROCEDURE

**14.1** Other Disputes

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX I (cont'd)

14.2 Grievances

- 15. ACCESS TO PERSONNEL RECORDS
- 17. ABSENCE FROM DUTY OF UNION OFFICIALS
- 18. PROVISION OF COLLECTIVE AGREEMENTS
- 19. POSTING OF CAREER OPPORTUNITIES
- 20. EMPLOYMENT EQUITY
- 21. SHIFTING COMMITTEE
- 23. CONFLICT WITH REGULATIONS AND PROCEDURES MANUAL
- 25. NO DISCRIMINATION

SCHEDULE " A Rates of Pay

Effective 2006 April 01 – 2006 December 31

	<u>Steps</u>		
	<u>1</u>	<u>2</u>	<u>3</u>
<b><u>Wire Tar, Specialist</u></b>	<b><u>33.12</u></b>	<b><u>34.96</u></b>	<b><u>36.80</u></b>
<b><u>Technical Support/Covert Systems</u></b>	<b><u>27.04</u></b>	<b><u>28.55</u></b>	<b><u>30.05</u></b>
<b><u>Intelligence Analyst</u></b>	<b><u>27.04</u></b>	<b><u>28.55</u></b>	<b><u>30.05</u></b>
<b><u>Investigative Analytical Researcher</u></b>	<b><u>22.94</u></b>	<b><u>24.09</u></b>	<b><u>25.30</u></b>
<b><u>Senior Strategic/Tactical Intelligence Analyst</u></b>	<b><u>33.38</u></b>	<b><u>35.24</u></b>	<b><u>37.09</u></b>

SCHEDULE "C" Sick Leave and Gratuity Plan

SCHEDULE "D" Dependents' Compensation

SCHEDULE " E Total Permanent Disability Compensation

SCHEDULE "F" Supplementary Annual Leave: Explanation of Table

SCHEDULE "G" Letters of Understanding

NO. 1: Principles to Guide the Negotiation of Benefit Provisions between the Employer and the Union.

SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX I (cont'd)

NO. 5: Job Sharing

TRAINING COURSES

Special Constables who are required to attend courses or workshops shall attend on the basis of an eight (8) hour work day. It is agreed that neither the Special Constable nor the Employer shall suffer loss or cost for this reversion to the eight (8) hour work day.

PART B – GENERAL TERMS

1. In the event any new positions designated as Special Constables are created by the Employer during the term of a Collective Agreement, the Employer will establish a rate of pay for the position and notify the Union of the rate of pay. In the event the Union disagrees with the rate of pay established by the Employer the Union may grieve the rate relative to the other rates of pay for Special Constables on page \_\_\_\_ of this Letter of Understanding.
2. While not to be included in the new Collective Agreement, the Employer and the Union agree that members employed as Special Constables as of 2007 April 30 will continue to be classified as Group 2 employees for Municipal Pension purposes, including participation in the Special Agreement. Members employed as Special Constables after 2007 April 30 will be classified in accordance with the rules of the Municipal Pension Plan. Special Constables will not be eligible to participate in the Special Agreement.
3. Subsequent Negotiations  
  
Any new or amended provisions resulting from the renewal of the 2007-20\_\_ Collective Agreement or the renewal of subsequent Collective Agreements between the Vancouver Police Board and the Vancouver Police Union, shall not apply to Special Constables unless the parties specifically agree to extend the new or amended provision to such positions.

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

This is the Appendix II referred to in item #18(c) of this Memorandum of Agreement.

APPENDIX II

LETTER OF UNDERSTANDING

between the

**VANCOUVER POLICE BOARD**  
(hereafter called "the Employer")

and the

**VANCOUVER POLICE UNION**  
(hereafter called "the Union")

JAIL GUARDS

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PREAMBLE

Part A of this Letter of Understanding sets out the terms and conditions of employment for members employed as a Guard, Guard Records, or Guard Supervisor ("Guard(s)"), on a Regular Full-Time basis. Part B of this Letter of Understanding sets out the terms and conditions of employment for members employed as Guard, Guard Records, or Guard Supervisor ("Casual Guard(s)"), on a Casual basis. Part C of this Letter of Understanding deals with General Terms.

Sections of the Collective Agreement not referred to in Part A shall not apply to Guards. Where a Section heading is listed in Part A that Section shall apply to Guards as written in the 2007–20\_\_ Collective Agreement between the parties. Where new language exists in Part A, it shall replace the language found in the corresponding Section in the 2007–20\_\_ Collective Agreement for the purpose of members employed as Guards.

It is agreed between the parties that where a section listed below refers to "Police Officer" or "Police Member(s)", the provision shall also apply to Guards.

PART A – REGULAR FULL TIME GUARDS

1. DEFINITIONS
2. TERM OF THE AGREEMENT
3. UNION SECURITY

SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

4. REMUNERATION

5. PAY FOR ACTING IN A SENIOR CAPACITY

6. SPECIAL ALLOWANCES

6.1 Clothing Allowance

- (a) (i) During the 1<sup>st</sup> calendar year of service, all new Guards shall be issued, on an as-required basis, at the discretion of the Chief Constable, the following items of uniform: trousers, shirts and footwear. New members employed as Guards shall not be eligible to participate in the Point System Program during their 1<sup>st</sup> calendar year of service.
- (ii) During the 2<sup>nd</sup> calendar year of service, a Guard is eligible to participate in the Point System Program. The allocation of points shall be prorated during the 2<sup>nd</sup> calendar year of service based on the date of hire in the 1<sup>st</sup> calendar year.

For example:

- (1) Guard hired in March

$9/12 \times (250 \text{ points}) \text{ Annual Entitlement} = (188 \text{ points})$   
Entitlement during 2<sup>nd</sup> calendar year

or

- (2) Guard hired in September

$3/12 \times (250 \text{ points}) \text{ Annual Entitlement} = (63 \text{ points})$   
Entitlement during 2<sup>nd</sup> calendar year

(a month will be included in the prorating calculation if a member works a portion of a month greater than ½ (one-half))

- (iii) During the 3<sup>rd</sup> and all subsequent calendar years of service, Guards shall be allocated an annual point entitlement of 250 points.

- (iv) (1) Guards may purchase uniform items using their annual point entitlement in accordance with part (x) below of this Section.

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

(2) The Joint Employer/Union Uniform Committee (the Committee) may add and/or delete items approved by the Employer pursuant to 6.1(b) of the Collective Agreement from the list in part (x) below. If the Committee adds an item to the list in part (x) below, it shall also establish a point value for such item. It is understood that the addition of an item to the list in part (x) below will not increase the annual point entitlement identified in (a)(iii) above. The Committee does not have the authority to increase the annual point entitlement identified in (a)(iii) above (but may make recommendations to the Employer). The Committee does have authority to alter point allocations within the identified point entitlement in (a)(iii) above.

(v) Guards must maintain a "Uniform Kit" in good condition and fitting appropriately.

(vi) Guards may be required to present their "Uniform Kit" to their Supervisor to determine if the kit is in acceptable condition. If the Supervisor determines that the kit is in unacceptable condition, the Supervisor may direct the Guard to use the annual point entitlement in a manner necessary to bring the kit to an acceptable standard.

(vii) Uniform issue requests that are inconsistent in terms of sizing, frequency of purchase or quantity, for example, may be denied.

(viii) Guards may only carry over up to a maximum of 100 unused points from one calendar year to the next calendar year. Guards who wish to carry over points pursuant to this item (viii) must advise the Stores Section. Points carried over pursuant to this item (i) must be used in the calendar year immediately following the calendar year from which they were carried over. Any points carried over which are not used in the calendar year immediately following the calendar year from which they were carried over shall be forfeited.

(ix) During the final calendar year of employment, annual point entitlement shall be prorated in a manner similar to that outlined in (a)(ii) above.

(x)

<b>Uniform Item</b>	<b>Points Required Per Item</b>
<b>Uniform boots</b>	<b>200</b>

SCHEDULE " A(cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

Uniform Item	Points Required Per Item
<b>T-Shirt</b>	<b>5</b>
<b>Socks</b>	<b>8</b>
Uniform shirt	<b>24</b>
Trousers	<b>78</b>

- (b) cas per the body of the Collective Agreement>
- (c) cas per the body of the Collective Agreement>
- (e) cas per the body of the Collective Agreement>
- (f) Where required by the Employer, each Guard shall be entitled to a protective vest suitable for work in the jail, and the Employer shall pay 100% of the cost thereof. The selection of a standard style and make of protective vest shall be made by the Employer. The protective vest shall remain the property of the Employer.
- (h) It is understood that Guards absent on either sick leave or Workers' Compensation benefits for a period in excess of four consecutive weeks shall not be entitled to the benefits provided pursuant to Subsections (e) and (f) of this Section 6.1 for the duration of such absence.

6.5 Shift Differentials

Shift differential shall be paid to Guards in accordance with Article 6.5(b) of the Collective Agreement. No other shift differential shall be paid for either regular or overtime hours worked.

6.6 Occupational Health and Safety First Aid

7. OVERTIME

7.1 Calculation of Overtime

7.2 Election Respecting Compensation

7.3 Extended Tour of Duty

A member who is required immediately following completion of a shift to work overtime in excess of 12 (twelve) consecutive hours of regular police work (for purposes of this Section 7.3 only to be deemed to be inclusive of the minimum 15 (fifteen) minutes preceding shift start time that a member is required to report for duty) shall be compensated at the rate of 1½ (one and one-half) times the hourly



SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

rate of such member, computed on the basis of the member's regular working hours, for the first 2 consecutive hours of overtime worked by such member and at the rate of double the hourly rate computed as aforesaid, for all hours worked by such member in excess of twelve (12) consecutive hours of regular police work. The overtime worked by a member to which the provisions of this Section 7.3 are applicable is in this Agreement referred to as "extended tour of duty".

7.4 Callouts

7.5 Court Time Schedule. Denotification

7.6 Compensation for Court Attendance by an Acquitted Member

7.7 Accumulation of Overtime

8. ANNUAL LEAVES AND PUBLIC HOLIDAYS

8.1 Annual Leaves

Paid annual leave for Guards covered by this Agreement shall be allowed as follows:

- (a) **Guards** leaving the service in less than 12 months from the date of appointment shall be granted annual leave pay in accordance with Part 4 of the Employment Standards Act;
- (b) in the first part calendar year of service, one-twelfth ( $\frac{1}{12}$ ) of eighty (80) hours for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31;
- (c) during the second up to and including the seventh calendar year of service - 120 hours;
- (d) during the eighth up to and including the fifteenth calendar year of service - 160 hours;
- (e) during the sixteenth up to and including the twenty-second calendar year of service - 200 hours;
- (f) during the twenty-third and all subsequent calendar years of service - 240 hours.
- (g) <as per the body of the Collective Agreement>
- (h) <as per the body of the Collective Agreement>

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD-- VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

- (i) cas per the body of the Collective Agreement>
- (j) <as per the body of the Collective Agreement>
- (k) <as per the body of the Collective Agreement>
- (l) Annual Leave Pay Adjustment
- (m) Annual Leave Conversion
- (n) Annual Leave Signup

Annual leave **signup** will be conducted in a manner determined by the Employer. The Employer will consider requests by Guards to use banked overtime leave to bridge weekly leave.

- (o) cas per the body of the Collective Agreement>

8.2 Public Holidays

Public holiday entitlement shall be compensated as follows:

- (a) Subject to Sections 8.2(b), 8.2(c) and 8.2(d), all Guards are entitled to time off with pay at straight-time on the following public holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other day appointed by Council to be a civic holiday.
- (b) in lieu of each public holiday, a Guard shall be granted eight (8) hours of pay or cumulative time *off* (credit);
- (c) a Guard who is scheduled to work and who actually does work on a public holiday shall receive, in addition to regular pay, compensation equal to one-half (½) the hours worked on the public holiday either as pay or cumulative time off; and
- (d) if a Guard is granted time off on a public holiday which the Guard was otherwise scheduled to work, hours equivalent to those so granted shall be deducted (i.e., 12 hours *off* = 12 hours deducted) and the Guard shall not receive the six (6) hours' credit referenced under (c) above.

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

8.3 Supplementary Annual Leave

9. MEMBER BENEFITS

9.1 Medical Services Plan/Extended Health Care Plan/Psychological Services Plan

9.2 Group Life Insurance

9.3 Sick Leave and Gratuity Plan

Gratuity

(a) A Guard shall be credited with eight (8) hours for each complete quarter of every calendar year worked and not more than thirty-two (32) hours for each calendar year worked by him/her. An additional credit of eight (8) hours shall be given for each completed calendar year during which the Guard was not absent on paid sick leave.

(b) A deduction is made from the Guard's current year's gratuity credits for all hours absent on sick leave with pay, except that such deduction shall not exceed thirty-two (32) hours in any one (1) calendar year, or eight (8) hours in any quarter of any one calendar year or for any one illness. The total gratuity credited to each Guard at December 31st of each calendar year will remain to such Guard's credit regardless of time lost in any subsequent year through illness or any other reason.

In circumstances where an injury is not covered by Workers' Compensation solely because the Guard is off for less than the qualifying period, time off shall be considered as sick leave. For the purpose of this clause a deduction shall be made from the Guard's accumulated sick leave credits but this deduction shall not affect the Guard's gratuity benefits.

9.4 Workers' Compensation and Sick Leave Payments

9.5 Sick Leave Recovery

9.6 Dental Services Plan

9.7 Benefit Plan Administration

9.8 Complaints Against Members

9.9 Indemnification of Members

SCHEDULE "A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

9.10 Dependents' Compensation

9.11 Total Permanent Disability Compensation

9.12 Training Course Transportation

9.13 Compassionate Leave

9.14 Maternity and Parental Leave

9.15 Leave of Absence Without Pay

9.16 Same Sex Benefit Coverage

10. MEDICAL ATTENDANCE

11. WORKING CONDITIONS

11.1 Work Week

(a) <as per the body of the Collective Agreement>

(b) Guards assigned to the Jail shall be assigned to a twelve (12) hour shift schedule as determined by the Employer. The work week shall average forty **(40)** hours in length over an eight **(8)** week calendar period as follows:

(i) each eight **(8)** week rotation shall be brought to an average of forty (40) hours per week by granting Guards pay or time off equivalent to the number of hours in excess of the average of forty (40) hours per week which they have worked. Such time shall be known as "float time"; and

(ii) float time taken in credit (time off) will be credited to a Guard's overtime bank and will be subject to the provisions of the current Collective Agreement concerning accumulation of overtime.

(c) <as per the body of the Collective Agreement>

(d) <as per the body of the Collective Agreement>

11.2 Promotional Policy

(a) <as per the body of the Collective Agreement>

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

**11.3** Seniority

**11.4** Probation

- (a) A Guard shall be placed in a probationary capacity until the successful completion of twelve **(12)** months' service following the date of employment.
- (b) cas per the body of the Collective Agreement>
- (c) cas per the body of the Collective Agreement>
- (d) cas per the body of the Collective Agreement>
- (e) <as per the body of the Collective Agreement>

**11.5** Increments

Eligibility for advancement from one step (increment) to the next is subject to service, satisfactory to the Employer, for a total of twelve **(12)** calendar months per step.

**11.8** Compliance with Administrative Regulations

**11.9** Method of Pay

**11.10** Changes Affecting the Agreement

**11.11** Parking

**11.12** Consultation

**12.** REDUCTION OF THE WORKFORCE, LAYOFF, RECALL

**12.1** Definitions

**12.2** Notification to Union

**12.3** Notification to Members

**12.4** Reduction in Rank

**12.5** Layoff

**12.6** Recall

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

12.7 Compensation

13. PENSIONS

Contributions to the Municipal Pension Plan shall commence on the Guard's date of hire and shall be subject to the rules of the Municipal Pension Plan.

14. GRIEVANCE PROCEDURE

14.1 Other Disputes

14.2 Grievances

15. ACCESS TO PERSONNEL RECORDS

17. ABSENCE FROM DUTY OF UNION OFFICIALS

18. PROVISION OF COLLECTIVE AGREEMENTS

19. POSTING OF CAREER OPPORTUNITIES

20. EMPLOYMENT EQUITY

21. SHIFTING COMMITTEE

23. CONFLICT WITH REGULATIONS AND PROCEDURES MANUAL

25. NO DISCRIMINATION

SCHEDULE "A" Rates of Pay

Effective 2006 April 01 – 2006 December 31

	<u>Steps</u>		
	<u>1</u>	<u>2</u>	<u>3</u>
<u>Guard</u>	<u>18.59</u>	<u>20.17</u>	<u>21.85</u>
<u>Guard Records</u>	<u>20.17</u>	<u>21.85</u>	<u>23.70</u>
<u>Guard Supervisor</u>	<u>21.85</u>	<u>23.70</u>	<u>25.71</u>

SCHEDULE "IC" Sick Leave and Gratuity Plan

SCHEDULE "D" Dependents' Compensation

SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

SCHEDULE " E      Total Permanent Disability Compensation

SCHEDULE "F"      Supplementary Annual Leave: Explanation of Table

SCHEDULE "G"      Letters of Understanding

NO. 1: Principles to Guide the Negotiation of Benefit Provisions  
between the Employer and the Union.

NO. 5: Job Sharing

**TRAINING COURSES**

Guards who are required to attend courses or workshops shall attend on the basis of an eight (8) hour work day. It is agreed that neither the Guard nor the Employer shall suffer loss or cost for this reversion to the eight (8) hour work day.

PART B – CASUAL GUARDS

The following shall establish the terms and conditions for employees working as Casual Guards:

A. The terms and conditions of Part A of this Letter of Understanding between the Vancouver Police Board and the Vancouver Police Union shall apply to Casual Guards save and except for the following provisions thereof:

- Section 6.1            Clothing Allowance
- Section 7.1            Calculation of Overtime
- Section 7.2            Election Respecting Compensation
- Section 7.3            Extended Tour of Duty
- Section 7.4            Callouts
- Section 7.5            Court Time Schedule Denotification
- Section 7.6            Compensation for Court Attendance by an Acquitted Member
- Section 7.7            Accumulation of Overtime
- Section 8.1            Annual Leaves
- Section 8.2            Public Holidays
- Section 8.3            Supplementary Annual Leave
- Section 9.1            Medical Services Plan and Extended Health Care Plan
- Section 9.2            Group Life Insurance
- Section 9.3            Sick Leave and Gratuity Plan
- Section 9.5            Sick Leave Recovery
- Section 9.6            Dental Services Plan
- Section 9.7            Benefit Plan Administration
- Section 9.14          Maternity and Parental Leave
- Section 9.16          Same Sex Benefit Coverage

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

Section 11.1	Work Week
Section 11.2	Promotional Policy
Section 11.3	Seniority
Section 11.4	Probation
Section 11.5	Increments
Section 12	Reduction of Workforce, Layoff, Recall
Section 13	Pensions
SCHEDULE "F"	Supplementary Annual Leave: Explanation of Table
SCHEDULE "G"	Letters of Understanding
	NO. 1: Principles to Guide the Negotiation of Benefit Provisions between the Employer and the Union.
	NO. 5: Job Sharing

B. In addition to the applicable terms and conditions referred to in paragraph A, the following special provisions apply to Casual Guards:

1. Hours of Work

Casual Guards' hours of work will be assigned as determined solely by the Employer in order to fill Guard positions on a relief basis.

2. Overtime

Casual Guards who are required to work overtime shall be paid for such overtime in the following manner:

- (a) time and one-half for the hours worked in excess of twelve (12) hours in a shift;
- (b) time and one-half for the hours worked in excess of eighty (80) hours in a bi-weekly period.
- (c) For purposes of applying overtime rates, normal daily and weekly hours for Casual Guards shall be deemed to be those of a Regular Full-Time Guard whose position is similarly classified.

3. Court Time

Subsection 7.5(C) shall not apply to Casual Guards; instead, for attendance at Court on any day a Casual Guard is not scheduled to work, the following provisions shall apply:

Morning Session	4 hours
Afternoon Session	4 hours.



SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD-- VANCOUVER POLICE UNION (cont'd)

APPENDIX II (cont'd)

4. Payment in Lieu of Benefits

(a) Casual Guards shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all benefits, including those providing for time off with pay, provided however, that those Casual Guards who have completed 1500 hours of work within any two (2) consecutive calendar years shall have such pay in lieu of benefits increased to 16% of their regular earnings.

(b) No other health and welfare benefits shall be provided to Casual Guards.

5. Increments

Eligibility for advancement from one step to the next (increments) shall be based on the completion of two thousand eighty-eight (2,088) hours.

6. Pension

Eligibility for pension is subject to the rules of the Municipal Pension Plan.

PART C -- GENERAL TERMS

1. Union Covenant

The Vancouver Police Union agrees to continue its covenant that the Union will not use this schedule as evidence to argue the viability of the 12-Hour Shift in other areas of the Department.

2. Training

Matters related to training may be referred to the Departmental Training Board for consideration.

3. Subsequent Negotiations

Any new or amended provisions resulting from the renewal of the 2007-20\_\_ Collective Agreement or the renewal of subsequent Collective Agreements between the Vancouver Police Board and the Vancouver Police Union, shall not apply to Guards or Casual Guards unless the parties specifically agree to extend the new or amended provision to such positions.

SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

This is the Appendix III referred to in item #14 of this Memorandum of Agreement.

APPENDIX III

**LETTER OF UNDERSTANDING- JOB SHARING**

between the

**VANCOUVER POLICE BOARD**  
(hereinafter called "the Employer")

and the

**VANCOUVER POLICE UNION**  
(hereinafter called "the Union")

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:

I. GENERAL

1. Job sharing is intended to provide temporary, time limited accommodation for members with challenges 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. Subject to operational considerations, the Employer may make available one (1) half time position in order to accommodate an individual member's request to job share. To ensure that operational demands are not negatively impacted by an individual **job** share, the Employer may adjust job share assignments during the term of the job share.
2. Where a member occupying a regular full-time position wishes to job share and has received formal approval from the Inspector in Charge of Human Resources and the Union, the member shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX III (cont'd)

II. PROCEDURE

1. The member shall apply in writing to the Inspector in Charge of Human Resources. A listing of approved areas in which job sharing arrangements may occur is attached hereto as Appendix I. Applications for job sharing in areas not listed in Appendix I will be considered on a case by case basis by the Inspector in Charge of Human Resources. The member shall indicate the reason for the request, including the hours and days of the week the member wishes to share and whether or not the member is contemplating entering into a job sharing arrangement with another member. A copy of the request shall be forwarded to the Inspector in Charge of the approved area in which the job sharing arrangement is being requested and the Union.
2. The member with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
3. Where a member's request is approved and results in an acceptable job sharing arrangement, the Inspector in Charge of Human Resources shall provide each affected member with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer, the Union, and the members.
4. 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 II(3) above.
5. Where a member's request is denied, the Union may request a meeting with the Chief Constable or designate to discuss the matter.

III. DURATION

1. Each job sharing arrangement shall be for a period of one (1) year unless extended by mutual agreement between the Employer and the Union.

If an extension of the **job** sharing arrangement is requested, sixty (60) calendar days' written notice must be given prior to the termination date, to the Inspector in Charge of Human Resources. Consideration for extension should be granted subject to operational considerations; however such request shall not be unreasonably denied by the Chief Constable.

2. A job sharing arrangement may be terminated earlier than expected by either the member or by the Employer, provided sixty (60) calendar days' written notice is provided to the other member(s) and party(ies), or as otherwise provided for in the letter referred to in paragraph II(3) 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.

SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX III (cont'd)

3. 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.

IV. MEMBER STATUS AND WORKING CONDITIONS

1. A member in a job sharing arrangement shall continue to maintain their 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.
2. The general principles with respect to wage rates, employee benefit entitlement and premium payments for members in job sharing arrangements are as follows:
  - (a) Members shall be paid the appropriate (classified) hourly rate for all hours worked.
  - (b) 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.
  - (c) 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.
3. In accordance with the general principles outlined in paragraph IV(2) above, except as otherwise provided herein, the following shall apply to members:
  - (a) 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 if the duration of the job sharing arrangements is for one year or less. If the job sharing is extended beyond one year, then the Employer WILL adjust the start date of the member for the period that the job sharing arrangement is extended beyond one year. As such any future vacation entitlement shall not be delayed as a result of time spent in a job sharing arrangement, unless the job sharing arrangement has been extended beyond one year.

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD - VANCOUVER POLICE UNION (cont'd)

APPENDIX III (cont'd)

(b) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of a member participating in a job sharing arrangement unless the job sharing arrangement is extended beyond one year. If the job sharing arrangement is extended beyond one year, then Supplementary Vacation WILL be prorated for the period that the job share arrangement is extended beyond one year.

(c) Public Holidays

The member's public holiday entitlement will be in accordance with Section 8.2(b) if the member is required to work on the public holiday. The public holidays defined in Section 8.2(a) shall not apply to the member who is off duty without pay. If the public holiday falls on days that would be weekly leave for both members sharing one position, then each member will receive regular entitlement in accordance with Section 8.2(c) 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.

(d) 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.

(e) 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.

(f) Municipal Pension

Where a member is contributing to Municipal Pension and enters into a job sharing arrangement, the member shall be required to continue making payments toward Municipal Pension. The existing cost-sharing arrangement shall continue to apply on the same percentage basis applied to the reduced earnings.

SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX III (cont'd)

(g) Compassionate Leave

The provisions of Subsection 9.13 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.*

(h) 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.

V. APPLICATION OF SECTION 6 (SPECIAL ALLOWANCES)

Section 6 of the Collective Agreement shall apply to members participating in a job sharing arrangement, EXCEPT THAT Subsections 6.1 (Clothing Allowance) and 6.3 (Service Pay) 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.

VI. APPLICATION OF SECTION 7 (OVERTIME)

Section 7 of the Collective Agreement shall apply to members participating in a job sharing arrangement EXCEPT THAT,

- (i) 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 7.3 (or Part 1(7.3) of Schedule "G" – No. 2 and Item 6 of Schedule "G" – No. 4 if applicable) shall not be triggered unless and until a member is required to work overtime in excess of eight (8) (or ten (10) or eleven (11), as the case may be) consecutive hours of regular police work; similarly, overtime (callout) premiums shall not be triggered unless and until a member's weekly hours of work exceed forty (40);
- (ii) Subsection 7.5(C) shall apply to members participating in a job sharing arrangement for any regular scheduled day of work or weekly leave; except for attendance at Court on any day a member is off work without pay, the following provisions shall apply:

.MorningSession	4 hours
Afternoon Session	4 hours; and

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

APPENDIX III (cont'd)

- (iii) Subsection 7.7(d) shall be varied in its application to members participating in a job sharing arrangement to the extent that "80 hours" shall be substituted for "120 hours" wherever the latter appears in the Subsection.

**VII. 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.

REPRESENTATIVES            FOR            THE            REPRESENTATIVES FOR THE UNION:  
EMPLOYER:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE "A" (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD - VANCOUVER POLICE UNION (cont'd)

APPENDIX III (cont'd)

APPENDIX I

The following represent approved areas/squads in which job sharing arrangements may occur, subject to the terms and conditions of this Letter of Understanding between the Employer and the Union:

Patrol  
Document Service  
TRT  
Jail



SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT  
VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

This *is* the Appendix IV referred to in item #9 of this Memorandum of Agreement.

APPENDIX IV

TERMS OF REFERENCE

between the

VANCOUVER POLICE BOARD  
("the Employer")

and the

VANCOUVER POLICE UNION  
("the Union")

**RE: JOINT EMPLOYER/UNION COMMITTEE - BENEFITS**

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1. The Employer and the Union agree to constitute a joint Employer – Union Committee (hereafter "the Committee") comprised of an equal number of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Union. Where the committee decides to engage the services of a consultant with specific expertise the costs of such consultant shall be shared equally between the Employer and the Union. The Committee will meet from time to time, but no less than twice per year during the term of the 2007 – 20\_\_ Collective Agreement.
2. The purpose of the Committee shall be as follows:
  - (a) Initial Phase
    - attempt to establish a mutually agreeable inflationary factor to be used by the parties to predict future costs of the Extended Health Care and Dental Plans based on the current plan design; and
    - determine whether the existing benefit coverage under the Extended Health Care and Dental Plans can be improved or modified and whether any savings can be achieved by such improvements or modifications. If savings are identified, the Committee will attempt to agree to improvements in existing benefits or reducing the Employer's cost of providing such benefits, or a combination thereof.

SCHEDULE " A (cont'd)

2007 INTERIM MEMORANDUM OF AGREEMENT

VANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

(b) Standing Committee Phase

- determine whether or not either of the plans can be restructured to provide flexibility to members respecting plan coverage and the rules governing the restructured plans;
  - develop a communication strategy to assist in educating members about the cost of Extended Health Care and Dental Plans and inform members as to how they can assist with cost control; and
  - document any mutually agreeable changes implemented by the parties in accordance with item 3 below in order to record the nature of the change and any trade-offs that are made.
3. Where a recommendation by the Committee regarding the initial phase is approved and ratified by the principals of both parties, such recommendation of the Committee may be implemented prior to the next round of collective bargaining.
4. If the Committee, by mutual agreement, wishes to make amendments to the existing Extended Health Care or Dental Plan benefits under the Collective Agreement in its capacity as a standing Committee, it may do so by unanimous mutual agreement of the Committee provided the amendments conform to that which has been ratified under Section 3.
5. The Committee shall continue to operate until the expiry of the 2007 – 200\_\_ Collective Agreement, at which time the Committee shall cease to exist unless the parties agree to extend the term of the Committee.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2007 in the City of Vancouver.

REPRESENTATIVES FOR THE EMPLOYER:

REPRESENTATIVES FOR THE UNION:

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