

AGREEMENT BETWEEN

THE NELSON POLICE BOARD

(hereinafter referred to as "the Board")

PARTY OF THE FIRST PART

AND

THE NELSON POLICE ASSOCIATION

representing the affected Members

(hereinafter referred to as "the Association")

PARTY OF THE SECOND PART

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PREAMBLE

WHEREAS the Parties desire to maintain harmonious relations with each other, and to that end make provision whereby grievances, disputes and other matters relative to the welfare of the Board and the members may be discussed and settled amicably;

AND WHEREAS the Association is certified as bargaining agent for the affected members.

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

DEFINITIONS

- (a) "**Association**" shall mean the Nelson Police Association.
- (b) "**Board**" shall mean the Nelson City Police Board.
- (c) "**Call out**" shall mean the summoning of a member back to work following the completion of his regular duty, for the purpose of carrying out of Police duties, with or without prior notice.
- (d) "**Continuous employment**" shall mean the current period of employment measured from last date of hire and includes time that a member may be off duty through illness or injury.
- (e) "**Court time**" shall mean any attendance at any court, inquiry or hearing by a member in order to give evidence as a witness, whether called upon to give evidence or not, provided that the evidence was acquired by the member in the performance of his Police duty. "Court time" also means any attendance with prosecutors in the preparation of cases where it is contemplated that the member will be giving evidence.
- (f) "**Emergency**" means a major happening or act of serious public concern outside the control of the Police Board which necessitates immediate and/or extra police coverage for a temporary period of short duration.
- (g) "**Lay-offs**" means the temporary or permanent termination of employment of a member as a result of the Board's decision to reduce the work force.
- (h) "**Member**" shall mean any employee covered by this Agreement.
- (i) "**Party**" shall mean either of the Parties to this Agreement.
- (j) "**Promotion**" shall mean the movement of any member from any rank as outlined in Schedule "A" of this Agreement to the next highest rank. All promotions shall be subject to the approval of the Board upon the recommendation of the Chief Constable. All promotions above the rank of First Class Constable shall be subject to a six (6) month probationary period, during which the promoted individual shall be assessed for the purpose of establishing suitability for a permanent promotion.

- (k) **"Regular hourly rate of pay"** shall be arrived at by taking the "regular rate of pay" as defined in this Section and which is expressed as a monthly dollar value and dividing that dollar value by 173.
- (l) **"Regular rate of pay"** shall mean the rate of pay assigned a member within the pay range specified for the rank of such position in Schedule "A" of this Agreement.
- (m) **"Seniority"** means the length of service since the date of the member's last current enlistment.
- (n) **"Service"** shall mean the length of continuous employment as a member with the City of Nelson Police Department.
- (o) **"Shift"** shall mean a scheduled tour of duty consisting of either eight (8), ten (10) or twelve (12) consecutive hours as determined in Articles 7.01 and 7.02 of this Agreement.
- (p) **"Special Constable"** means a member appointed by resolution of the Board pursuant to the provisions of the B.C. Police Act.
- (q) **"Statutory Holiday"** shall mean any of the following days: 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 Nelson, the Province of British Columbia or the Government of Canada.
- (r) **"Working Day"** shall mean any shift established under this Agreement.

Words indicating the masculine shall mean and include the feminine and words indicating the singular shall mean and include the plural and vice versa as applicable, unless otherwise specifically indicated in the context.

ARTICLE I

ASSOCIATION SECURITY, DISMISSALS AND RIGHT TO COUNSEL

- 1.01 All members of the bargaining unit shall:
- (a) Join the Association as a condition of employment within thirty (30) days of being engaged;
 - (b) Pay monthly dues to the Association, such payment to be made by payroll deduction.
- 1.02 No member shall be dismissed without a hearing. Any member who has been wrongfully dismissed or suspended by the Board and who is later reinstated shall be paid in full his/her regular salary for all time lost.
- 1.03 Any member bound by this Agreement who is ordered to appear before the Board on any disciplinary matter may be accompanied by a member of the Executive of the Association and/or legal counsel, either of whom shall have the right to represent and advise such member before the Board.

ARTICLE II - MANAGEMENT RIGHTS

- 2.01 The Board reserves the right to operate and manage its business and to make and alter from time to time rules and regulations to be observed by members, providing such rules and regulations are fair and reasonable and consistent with the provisions of this Agreement.
- 2.02 The Board shall have the exclusive right to retire any member at the age of sixty (60) years.

ARTICLE III - DISCUSSION OF DIFFERENCES/GRIEVANCE PROCEDURE

3.01 Should any differences arise between the members or parties bound by this Agreement concerning its interpretation, application or operation or any alleged violation thereof, there shall be no stoppage of work on account of such difference, and an earnest effort shall be made to settle the matter promptly and in the following manner.

All grievances shall be submitted in writing within ten (10) working days of the occurrence of the incident giving rise to the dispute or of the point in time when the member should have reasonably known of such occurrence.

STEP I The written grievance shall be submitted to the Chief Constable. Should the Chief Constable be unable to settle the matter within five (5) days, he shall submit the grievance to the Police Board forthwith.

STEP II The Board, within seven (7) days after receiving the grievance from the Chief Constable, shall meet with the aggrieved member and either the Grievance Committee of the Association or the bargaining representative of the Association and the parties shall make every effort to settle the grievance.

STEP III **Arbitration** Should no agreement be reached under the preceding subsection within seven (7) days of such meeting or within such further period as may be mutually agreed upon by the Parties, either of the Parties may refer the difference to arbitration by notifying the other Party of its intent to do so in writing within thirty (30) days of receiving notification of the position arising out of Step II. Such written referral to arbitration shall include at least one proposed name for the position of single arbitrator. The Parties thereafter shall forthwith discuss and mutually agree upon one of those names or an alternate proposed by either Party within a further ten (10) days of the receipt of such referral notification.

The arbitrator shall hear and determine the difference, and shall issue a decision and the decision is final and binding upon the Parties and upon the member or the Board affected by it.

3.02 Expenses incidental to the services of a single person arbitration board shall be borne equally by the Parties to this Agreement.

ARTICLE IV - PROBATION AND INCREMENTS

4.01 Probation

- (a) A recruit to the Department shall be accepted as a Probationary Constable and shall be placed in a probationary capacity until successful completion of eighteen (18) months' service following the date of enlistment. During the eighteen (18) 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 Probationer Constable's suitability for regular employment. During the probationary period, the employment of a Probationer Constable may be terminated if it can be satisfactorily shown that he is unsuitable for regular employment.
- (c) Under special circumstances the Board may extend the probationary period with the consent of the Union. In the case where extension is required the Board shall give written notice of the reasons for such extension first to the Association and then to the Probationer Constable.
- (d) A Probationer Constable's suitability for regular employment shall be decided on the basis of factors such as his
 - (i) conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others;
 - (iv) ability to meet the operational and administrative standards set by the Board.
- (e) If a Probationer Constable 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 enlistment.
- (f) Upon successful completion of the probationary period as outlined in Section 4.01, a Probationer Constable shall be promoted to the rank of Third Class Constable.

4.02 **Increments**

- (a) Upon completion of twelve (12) calendar months' service following the date of his acceptance as a Probationer Constable, or upon successful completion of the required basic training, whichever is later, a Probationer Constable shall receive an incremental increase to a pay level equal to that of a Third Class Constable. Where the reason for failure to complete the required basic training during the Probationary Constables' first twelve (12) calendar months' service following the date of his acceptance as a Probationer Constable is beyond the control of the Probationer Constable the Board shall grant the incremental increase to a pay level equal to that of a Third Class Constable with retroactive effect to the first anniversary of his date of acceptance as a Probationer Constable.
- (b) After service satisfactory to the Board for a total of twelve (12) calendar months following the effective date of the incremental increase as set out in paragraph (a) above a member who has attained rank of Third Class Constable shall be promoted to the rank and pay of Second Class Constable.
- (c) After service satisfactory to the Board as a Second Class Constable for twelve (12) calendar months, a member shall be promoted to the rank and pay of First Class Constable.

ARTICLE V - HIRING AND PROMOTIONS & VACANCIES

Section 1 - Employment of Qualified Constables

- 5.01 (a) Notwithstanding Articles 4.01 and 4.02 above, the Board may hire a new member as a First Class Constable with the Nelson Police Department, provided such member has had a minimum of three (3) years continuous police experience and providing such member has obtained the necessary exemption from the British Columbia Police Commission rules made pursuant to Sections 5 and 6 of the "B. C. Police Act".
- (b) The employment of First Class Constables shall be subject to a six (6) month probationary period wherein the new member shall be assessed for suitability as a permanent member. It shall be the sole discretion of the Board as to whether or not such member(s) meet the standards of suitability for permanent employment.
- 5.02 A First Class Constable employed under Clause 5.01 of this Article, who has successfully completed his six (6) months probationary period and one (1) additional year of service shall be entitled to write such qualifying examinations as are necessary for promotion to a position higher than the rank of First Class Constable.

Section 2 - Guidelines to Promotions

- 5.03 Promotions shall be based on ability and merit, and if ability and merit are equal between two (2) or more candidates, the seniority shall be the determining factor. A senior member who is passed over by a junior member is entitled to be given the reasons by the Chief Constable.

Section 3 - Relieving at a Higher Rated Position

- 5.04 A member who has been duly appointed by the Chief Constable to perform the duties of a higher rank shall be paid at the rate of pay set for that rank for each day or portion thereof that he performs such duty. Appointment shall be confirmed in writing to the member affected and whenever possible the Chief Constable or his designate will confirm such appointments before the commencement of the relief duty.

Section 4 - Filling of Vacancies/Postings

- 5.05 (a) All N.C.O. vacancies on established strength shall be filled within thirty (30) days of such vacancies occurring.

Established strength may vary from time to time at the sole discretion of the Board, and for the purposes of this provision, it is understood that a vacant position is a vacant position only when and if the Board deems it so.

- (b) All appointments, promotions, and dismissals shall be posted in the form of a general order on the bulletin board of the Police office.

ARTICLE VI
REDUCTION OF THE WORK FORCE, LAY-OFF, RECALL AND SEVERANCE

6.01 Notification of Association

Where the Board determines that it is necessary to reduce the work force in such a manner that one or more lay-offs will occur, it shall notify the Association 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 reduction in rank, and how many members are to be laid off.

6.02 Notification of Members

Where the Board determines that it is necessary to reduce the work force in such a manner that one or more lay-offs 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.

6.03 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 a 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.

6.04 Health and Welfare Benefits

The Board agrees to pay its share of Health and Welfare benefits as described in Article XIII for a period of up to three (3) months for laid off members, however the Board shall not be required to make any such payments where a member is elsewhere employed during any such period of lay-off.

After the three (3) months period has elapsed, laid off members may still participate in the plan(s) but the total monthly premium cost must be borne by the member concerned, paid in advance, monthly, and coverage cannot continue after the final date of recall.

6.05 Recall

In recalling members who have been laid off, the following terms and conditions shall apply:

- (a) No new members shall be hired into a classification where existing members are on lay-off until those members who were laid off have been given a reasonable opportunity of recall as detailed below.
- (b) Subject to the provisions below, laid off members shall be recalled in order of seniority, and shall retain their right to be recalled for six (6) months immediately following the date of lay-off.
- (c) Laid off members shall be responsible for ensuring that the board is notified of their most current mailing address and telephone number.
- (d) In recalling a laid off member, the Board shall advise the member by telephone and/or double registered letter as required, directed to the latest mailing address provided by the member, and shall also advise the Association by copy of such letter.
- (e) A laid off member who does not respond within seven (7) calendar days of the initial attempt of the Board to contact him shall have no further right to recall under this Section, and shall be deemed to have voluntarily terminated his employment.
- (f) Laid off members failing to report for work within seven (7) days of the date of receipt of notification by telephone and/or registered mail, shall be considered to have abandoned their rights to re-employment. Members required to give two (2) weeks notice to another member shall be deemed to be in compliance with the seven (7) day provision, providing the Board was so notified under sub- section (e) above.
- (g) A laid off member who refused to or does not report to work at the time and place as determined in paragraph (f) above shall have no further right to recall under this Section and shall be deemed to have voluntarily terminated his employment.

6.06 **Severance Pay**

Where a reduction of the force is deemed necessary by the Board any member about to be laid off may elect to:

- (a) accept termination compensation of two (2) weeks salary for the first three (3) years of continuous service with the Nelson Police Department and one (1) additional week's salary for each subsequent year of continuous service up to a maximum of eight (8) weeks salary. Where a member elects to take termination compensation under this Article, the Board shall have no further obligations to such member under this Agreement; or
- (b) be placed on the recall list for the Department for a period of twelve (12) months pursuant to Article 6.05 of this Agreement.

6.7 **Severance Package: Contracted Police Service**

The employer agrees to provide a Severance Package in the event the municipal department is replaced with a contracted police force and where the member as a result of the change over has lost job either with the Nelson Police Department or with the contracted police force. This severance package is not payable if the change over is as a result of a legislative action of the Province of BC or the Government of Canada. The following severance package will be provided:

“One (1) MONTH paid wages for each year of service to a maximum of 25 MONTHS.”

ARTICLE VII - HOURS OF WORK

Section 1

- 7.01 The regular hours of work for all members covered by this Agreement shall be based on a 2088 hour work year.
- 7.02 (a) Except as otherwise provided, the normal shift shall be twelve (12) consecutive hours scheduled between 0700 hours and 1900 hours in the case of day shift, and 1900 hours to 0700 hours in the case of night shift, however such scheduling may be varied in accordance with operational requirements providing such variations are agreed to by the member concerned, represented by the Executive of the Association, giving due consideration to the best interests of the Department, such agreement shall not be unreasonably denied.
- (b) Normal hours of work and scheduled shifts for N.C.O.'s, Detectives, Beat Constables, Constables assigned to traffic duties and Dispatchers may be for periods of eight (8), ten (10), or twelve (12) consecutive hours, dependent on operational requirements, as determined by the Chief Constable. Such shifts may be scheduled as operational requirements dictate, and in accordance with Section 7.02(a) above.
- 7.03 No member shall be required to change scheduled shifts during a weekly tour of duty without prior notice, except where emergency circumstances dictate.
- 7.04 All members on regular shift duty shall be rotated through the two aforementioned shifts on a regular basis, as the shift schedule permits.
- 7.05 Scheduled days off shall be consecutive except where it is mutually agreed otherwise by the member and his supervisor.

Section 2 - Extended Tour of Duty

- 7.06 A member shall be paid at the rate of 1 1/2 times his regular hourly rate of pay for the first two (2) consecutive hours of overtime worked following his regular day's work. A member shall be paid at the rate of double his regular hourly rate of pay for the third and subsequent consecutive hours of overtime worked following his regular day's work.

7.07 A member must work at least thirty (30) minutes following his regular day's work before any overtime may be allowed or claimed. Any portion of an hour worked which follows after one (1) hour of overtime worked at the end of a regular day's work will be deemed to be one (1) full hour.

Section 3 - Call-Out

7.08 A member who is called out on his regular working day shall be paid at the rate of 1 1/2 times his regular hourly rate of pay and shall be credited or paid as having worked a minimum of four (4) hours at that rate.

7.09 A member who is called out on a regular day off or on a Statutory Holiday shall be paid at the rate of double his regular hourly rate of pay for each hour worked and shall be credited or paid as having worked a minimum of four (4) hours at that rate.

7.10 A member who is called out during his annual leave shall be paid either at the rate of 2 1/2 times his regular hourly rate of pay or for a minimum of twenty-four (24) hours at his hourly rate of pay for each day so called, whichever is greater.

Section 4 - Stand-By

7.11 A member who is ordered to stand-by shall be paid at his regular hourly rate for a minimum of three (3) hours for any time he is required to stand-by in a twenty-four (24) hour period between 12:00 midnight of any given day and 12:00 midnight of the following day. A member who is called out while on stand-by shall be paid at the rate of 1 1/2 times his regular hourly rate of pay and shall be credited or paid as having worked a minimum of four (4) hours, and this pay shall be in addition to his stand-by pay.

Section 5 - Escorts/Investigations

7.12 A member who is required to conduct escorts or investigations outside the City of Nelson shall be paid at his regular daily rate. If any overtime is incurred while an Officer is engaged in such duty, Clauses 7.06 and 7.07 of this Article will apply upon submission by the member concerned of satisfactory evidence that the overtime incurred was required.

Section 6 - Court Time

7.13 A member who is required to attend court when he is off duty shall be paid on the following basis:

- (a) Attendance while on night shift
 - First appearance at 8 hours at regular rate of pay
 - Second appearance at 4 hours at regular rate of pay
- (b) Attendance while on day off
 - First appearance at 8 hours at regular rate of pay
 - Second appearance at 6 hours at regular rate of pay
- (c) Attendance while on annual leave

Twenty (20) hours at the regular hourly rate of pay for each day or part of a day of required attendance.

7.14 The morning session shall be ended when the presiding Official or Judge calls an adjournment for lunch or completes the list prior to the adjournment for lunch.

7.15 A member who is required to attend a morning session of the court and to remain in attendance in that court after 1:00 p.m., but is not required for an afternoon session on the same day shall receive one (1) hour's pay at his regular hourly rate of pay in addition to any other remuneration to which he is entitled under this Section.

7.16 (a) When a member has been scheduled to attend court during his weekly leave is subsequently advised that his attendance is not required, the following conditions shall apply:

- (i) If notified within one (1) hour of the time scheduled for court duty, the member shall receive pay in accordance with Clause 7.13 (b) of this Section.
- (ii) If notified prior to one (1) hour and within ten (10) hours of the time scheduled for court duty, the member shall receive pay equivalent to one-half (1/2) of the minimum time specified in Clause 7.13 (b) of this Section.

- (b) The provisions of Clause (i) and (ii) above shall not apply if:
 - (i) The member is notified prior to ten (10) hours before the time schedule for court duty;
 - (ii) The member was required to attend court that day on a matter other than for which his attendance is no longer required.

For the purposes of Clause 7.16 herein, weekly leave shall be deemed to commence forthwith upon completion of a regular weekly tour of duty and shall be deemed to end upon commencement of the next regular weekly tour of duty.

- 7.17 (a) A member who has been scheduled to attend court during his annual vacation and is not required to do so, shall receive pay equivalent to one-half (1/2) the minimum time specified in Clause 7.13 (c) of this Section unless the member is advised prior to the commencement of his annual vacation that his attendance will not be required.
- (b) For the purposes of this Clause, annual vacation shall be deemed to commence forthwith upon completion of the last regular tour of duty prior to the annual vacation and shall be deemed to end upon commencement of the first regular daily tour of duty following completion of such annual vacation.

Section 8 - Overtime Book

- 7.18 All overtime, call-out time and court time shall be recorded in an overtime book up to a maximum of forty-eight (48) hours per member, provided that such overtime accumulated prior to December 31st may be taken as time off or paid out by the Board at the discretion of the member.
- 7.19 All overtime, call-out time and court time accumulated under Clause 7.18 may be carried over into the following year, provided such overtime shall be taken in time off only.
- 7.20 A member may elect to receive all or any portion of his accumulated time in the overtime book as pay or as time off, in accordance with Clause 7.18, provided that such member has given twenty-four (24) hours notice of his intention to take such time off and provided that sufficient manpower is available to cover his vacated shift.

7.21 All overtime, call-out time and court time in addition to the forty-eight (48) hours per member specified in Clause 7.18 of this Section, shall be paid to such member in accordance with the terms of this Agreement. Such payment to be made in the pay period immediately following the occurrence of such additional overtime, call-out time or court time.

ARTICLE VIII - ANNUAL VACATION AND STATUTORY HOLIDAYS

Section 1 - Annual Leave

8.01 (a) Members are entitled to annual leave with pay as follows:

<u>Number of Years of Completed Service</u>	<u>Number of Working Hours Vacation With Pay</u>
1 - 2	96 Hours
3 - 9	144 Hours
10 - 19	192 Hours
20 or more years	240 Hours

(b) Pay Adjustments

As soon as possible following December 31st in each year an annual leave pay adjustment will be made in a lump sum to all members other than those entitled to an annual percentage of earnings in lieu of annual leave, where such members' annual basic earnings exclusive of overtime and any other premium payments not normally taken into account in the computation of annual leave pay exceeded their regular base rate earnings during the year in question. Such cash payment shall reflect the proportionate difference between the member's actual annual basic earnings and regular basic rate earnings applied to the member's annual leave pay for the year in question, but shall not be paid in any case where the total amount payable is less than One (\$1.00) Dollar.

Section 2 - Statutory Holidays

8.02 All members covered by this Agreement shall receive 132 hours accumulated time off with pay in lieu of the eleven (11) statutory holidays in each calendar year.

8.03 Members who commence their shift on Christmas Day and New Years Day may elect to be paid in full for these Statutory Holidays rather than receiving accumulated time off with pay in lieu of them, during the calendar year.

- 8.04 When a Statutory Holiday or declared holiday falls or is observed during a member's annual vacation, he shall be granted an additional day's vacation in lieu of such holiday in addition to his regular vacation time.
- 8.05 Where a Statutory or declared holiday falls or is observed during a member's weekly leave, such member shall be granted an additional day off in lieu thereof.

ARTICLE IX - SICK LEAVE

Section 1 - Sick Leave Defined

9.01 Sick leave means the period of time a member is permitted to be absent from work with full pay because of sickness, disability or because of an accident for which compensation is not payable under the Workers' Compensation Act.

Section 2 - Accumulation

9.02 All members who have three (3) continuous months of service shall be entitled to sick leave with full pay at the rate of one day per month cumulative to a maximum of 140 working days retroactive to the first completed month of employment.

Section 3 - Proof of Sickness

9.03 A member who has been absent for three (3) consecutive days on sick leave may be required, upon the written request of the Chief Constable, to produce a certificate from a duly qualified medical practitioner for any illness, such certificate to state that the member is unable to carry out his duties due to illness.

Section 4 - Sickness While on Duty

9.04 Any member compelled to report off duty for sickness occurring while on shift will be deemed to have completed his tour of duty if he has completed one-half (1/2) of his normal shift. If he reports off duty prior to completion of one-half (1/2) of his shift, one-half (1/2) day will be deducted from the sick leave credits.

Section 5 - Partially Disabled Due to Injury on Duty

9.05 In the event that a member is partially disabled as a result of injury received while on duty or illness, the Board shall make every reasonable effort to find employment for such member in the Nelson City Police Department or elsewhere in the Municipal services.

Section 6 - Workers' Compensation

9.06 Any member compelled to report off duty for injury while on shift will be deemed to have completed his tour of duty if he has completed one-half (1/2) or more of his normal shift. If he reports off duty prior to the completion of one-half (1/2) of his shift, one-half (1/2) day will be deducted from his sick leave credits. This provision only applies where the first day of accident is not compensated for by the Workers' Compensation Board.

Section 7 - Full Salary on Compensation

- 9.07 A member unable to work by reason of injury suffered while on duty and where such injury is compensable under the Workers' Compensation Act, shall receive from the Board, full pay for the period of total incapacity. The Board shall receive the proceeds from the Workers' Compensation Board and deduct the difference between normal pay and the amount received from the injured member's sick leave bank. The Board may extend the period of total incapacity or waive deductions from the sick leave bank as it deems appropriate, upon application by the injured member.

Section 8 - Pay Out of Sick Leave on Retirement

- 9.08 (a) All members shall upon retirement, pursuant to the provisions of the Pensions (Municipal) Act or in accordance with City Policy, become eligible for and receive at the member's current rate of pay the following scale:

After five (5) years of service, twenty (20%) percent and an additional two (2%) percent per year thereafter to a maximum of One Thousand, Six Hundred and Eighty (1,680) hours.

- (b) Effective January 1, 1994, where a member who has Twenty (20) years or more continuous service with the Nelson Police Department elects to retire, but is not yet eligible for Municipal Superannuation pursuant to the Pension (Municipal) Act the City shall hold the member's sick leave payout in a reserve fund until such time as the member reaches minimum retirement date permitted under the Pension (Municipal) Act at which time the balance of the member's accumulated sick leave will be paid out.

Jan 1, 1993

ARTICLE X - LEAVE OF ABSENCE

Section 1 - Leave of Absence for Association Representatives

10.01 Any member of the Association appointed to attend to Association business on behalf of the Association may be granted leave of absence without pay and without loss of seniority upon request to the Chief Constable. Wherever possible the Association will give three (3) days notice in writing of the intended absence from work.

10.02 Collective Bargaining and Association Leave with Pay

The Board agrees that representatives of the Association may be granted leave to meet with the Board in order to carry on negotiations or with respect to a grievance, and where leave is so granted, such leave may be granted without pay.

10.03 Association Leave Without Pay

Leave of absence with pay shall be granted, subject to operational requirements, to not more than two (2) members, elected or appointed to represent the Association at Association conventions. Such times shall not exceed a total of eight (8) man-days in any one (1) year. Requests for leave of absence under this Clause shall be submitted in writing at least fourteen (14) days prior to the convention.

Section 2 - Compassionate Leave

- 10.04 (a) In the case of the death of a parent, guardian, wife, husband, common-law spouse, brother, sister, child, grandchild, grandparent, grandparent of spouse, mother-in-law, or father-in-law, a member shall be granted leave of absence without loss of pay on the following basis:
- (i) where such death occurs within the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, such leave shall be three (3) days;
 - (ii) where such death occurs outside the boundaries of the Regional District of Central Kootenay and the Regional District of Kootenay Boundary, one additional day shall be granted, where the member attends the funeral.
- b) One-half (1/2) day without loss of pay shall be granted to enable members to attend a funeral as a pallbearer, provided such member has the approval of his supervisor or Department Head. Pallbearer leave shall not be granted in addition to compassionate leave.

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ARTICLE XI - TWO MEN POLICE VEHICLES

- 11.01 Members may patrol in police vehicles in pairs when designated to do so by the Chief Constable, and the Chief Constable may confine such patrolling in pairs to the hours between 7:00 p.m. and 7:00 a.m.

- 11.02 Notwithstanding Clause 11.01 of this Section, the Chief Constable may designate two (2) or more members to attend to any police call on any shift where in his opinion such attendance is deemed necessary.

ARTICLE XII - GENERAL PROVISIONS

Section 1 - Clothing Allowance

- 12.01 Clothing shall be issued as set out in Schedule "B" of this Agreement.
- 12.02 Effective January 1, 1994, all members engaged in plain clothes duty shall be paid the sum of Eighty-Nine and Seventeen Cents (\$89.17) per month in lieu of clothing allowance listed in Schedule "B" and all members engaged temporarily in plain clothes duty shall be paid the sum of Four Dollars and Five Cents (\$4.05) for each day of such plain clothes duty.

Jan 1, 1993

- 12.03 Members receiving clothing are required to keep the issued clothes in good condition and repair. It is the responsibility of the members to ensure that shirts soiled in the normal course of Police duties are washed, cleaned, ironed and dry cleaned as required at the expense of the members. It is the responsibility of the Board to ensure that all other clothin soiled or damaged in the normal course of Police duties is cleaned and repaired as required at the expense of the Board.

Section 2 - Off Duty Employment

- 12.04 A member desiring to accept gainful employment from another employer during his off duty hours shall first receive permission from the Chief Constable.

Section 3 - Miscellaneous Matters

12.05 Hepatitis B Inoculations

The Board agrees to provide a vaccination program for Hepatitis B at no cost to the members of the bargaining unit.

12.06 Field Trainer Compensation

Where a member is assigned to train recruits hired under the provisions of Article 4.01, the member's rate of pay shall be one-half (1/2) of the difference between the daily rate of a First Class Constable and the daily rate of a Corporal.

12.07 **Dog Handler's Allowance**

A member who has been designated by the Chief Constable a "Dog handler" for the Department shall receive an allowance of One Hundred (\$100.00) Dollars per month in addition to his regular salary.

ARTICLE XIII - BENEFITS AND HEALTH CARE PLANS

Section 1 - Service Pay

13.01 Effective July 1, 1994, all members (except for those holding the rank of Constable) who have completed five (5) years' service with the Nelson Police Department shall be entitled to payment of a service pay premium as follows:

- after 5 years' service - \$ 5.00 per month
- after 10 years' service - \$10.00 per month
- after 20 years' service - \$20.00 per month

Jan 1, 1993

Ten Year Service Qualification

- (a) Effective July 1, 1994, after Ten (10) years' continuous service as a municipal police officer in British Columbia a constable with the Nelson Police Department shall receive 102% of a First Class Constable rate of pay with the Nelson Police Department. A one year waiting period applies before new members become eligible for the 102%.
- (b) Effective July 1st, 1994, after Ten (10) years' continuous service as a First Class Constable with a municipal Police Department in British Columbia, such First Class Constable, shall receive 105% of a First Class Constables rate of pay within the Nelson Police Department, subject to such constable, successfully completing qualifying exams every three years.
- (c) Effective July 1, 1994, Service pay for Constables to be removed from Article 13.01 of the Collective Agreement.

Jan 1, 1993

Section 2 - Pensions (Municipal)

13.02 The provisions of the Pensions (Municipal) Act and the Canada Pension Act shall apply as provided by law.

- (a) Effective January 1st, 1991 the Board agrees to contribute an additional one percent (1%) on a members pensionable salary to the B.C. Superannuation (Municipal Employees) Plan on a matching basis with members of the Nelson Police Association. (i.e.) a contribution equal to one percent of the salary by the Board and a contribution equal to one percent of the members pensionable salary.
- (b) Effective January 1st, 1992 the Board agrees to contribute a further one percent (1%) to a total of two percent (2%) of a members pensionable salary to the B.C. Superannuation (Municipal Employees) Plan on a matching basis with members of the Nelson Police Association.

Section 3 - B.C. Medical Plan

13.03 The Board will pay one hundred (100%) percent of the premium costs of the basic British Columbia Medical Plan.

Section 4 - Extended Health Care Plan

13.04 The Board will pay one hundred (100%) percent of the premium costs of the Extended Health Care Plan.

Section 5 - Group Life Insurance Plan

13.05 The Board will pay one hundred (100%) percent of the premium costs of the Group Life Insurance Plan for each member providing coverage of 1.50 times their annual salary from January 01, 1988 with a minimum coverage of Thirty Thousand (\$30,000.00) Dollars up to the age of sixty (60) years.

Section 6 - Accidental Death and Dismemberment

13.06 The Board will pay one hundred (100%) percent of the premium costs of the A.D. & D. plan providing coverage of Thirty thousand (\$30,000.00) Dollars.

Section 7 - Dental Plan

13.07 All eligible members of the Association shall be provided with a Dental Plan benefit consisting of:

- 80% Basic Plan A
- 50% Basic Plan B
- 50% Basic Plan C

The monthly premiums of this benefit shall be shared as follows:

75% paid by the Board

25% paid by the Association

Subject to receiving favourable cost estimates, the Board agrees to implement improving Plan "C" of the members' dental plan from \$1,500.00 to \$2,500.00.

Jan 1, 1993

Section 8 - Insurance Policy of \$350,000.00 Per Member and Indemnification

13.08 The Board undertakes to supply, at no cost to members, special life insurance in the amount of Three Hundred Fifty Thousand (\$350,000.00) Dollars for the purpose of offering income protection to members' dependants should a member be killed while in the employment of the Nelson Police Department. In the event that death occurs as above the insurance shall be paid into the estate of the deceased.

13.09 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 agreed tariff of fees as amended from time to time by Legal Counsel for the City of Nelson or such other amount as may be agreed upon by solicitor and legal counsel in advance of legal fees being incurred.

- (a) 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 his duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charge.
- (b) (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 his duties as a police officer, he shall be represented by counsel appointed by the City of Nelson and all necessary and reasonable legal costs and damages shall be borne by the City, PROVIDED THAT the City 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 legal counsel for the City determines that a conflict exists between a member's defence of a civil action and the City of Nelson's defence of a civil action then the member may be represented by his own counsel with necessary and reasonable legal costs borne by the City of Nelson.
- (iii) A member who is the subject of a public inquiry by a disciplinary tribunal pursuant to Section 40 of the Police Act arising from the acts done in the performance, or attempted performance, in good faith of his duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing his 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 Nelson City Council, in its discretion, determines that the member should be indemnified.
- (iv) A member who appeals the decision of a disciplinary tribunal pursuant to Section 45 or 47 of the Police Act shall be indemnified for the necessary and reasonable legal costs incurred in respect of the appeal, ONLY WHERE the Commission or the Supreme Court, as the case may be, rejects the decision of the disciplinary tribunal and determines that no discipline is warranted.
- (v) 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 willful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for willful violation of a lawful order.
- (vi) Notwithstanding the other provisions of this Article, where two or more members are charged with an offence or made the subject of an action, inquiry or hearing, described in paragraphs (i) through (iv), arising out of substantially the same circumstances, the City may limit its indemnification pursuant to this Article to the reasonable legal costs of ONE solicitor to represent the interests 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 Association.

- (vii) Members who intend to apply for indemnification under this Article shall notify the Chief Constable or his designate, in writing, within five (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. Failure to comply with this paragraph may result in a member being denied indemnification.
 - (viii) 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.
 - (ix) No prior arrangement for indemnification need be made by the member with the City before obtaining legal advice if fees for only One (1) hours service will be claimed. Jan 1, 1993
- (c) The parties agree that in the event the Board and Association agree to amend their Collective Agreement during its currency then the parties to this Agreement will review those amendments to determine the appropriateness of those changes for inclusion in this Agreement. If changes are agreed the indemnification provision may be amended during the term.

13.10 Long Term Disability

- (a) All eligible employees shall be enrolled in the Long Term Disability Plan 100% employee paid. While on long term disability an employee shall continue to accrue seniority and benefits, excluding sick leave, for a period of up to two years.
- (b) The Board agrees to pay a member's medical and dental premiums while the member is on Long Term Disability (LTD).

Jan 1, 1993

13.11 Psychological Services

The Parties agree, within One (1) month following ratification of this Memorandum of Agreement, to establish a new psychological services plan to a maximum of Two Thousand, Four Hundred (\$2,400.00) Dollars annually and the plan carrier to be C.U. & C. Health Services.

Jan 1, 1993

ARTICLE XIV - WAGES

14.01(a) The scale of remuneration set out in Schedule "A" shall apply during the term of this Agreement.

Date	1999	2000	2001
January 1	0%	0%	0%
July 1	0%	0%	0%
September 1	0%	1%	1.5%

14.01(b) Management agrees to restructure the wages from Corporal to Sergeant as follows:

- January 1, 1997 - 2.5% - 117.5% of First Class Constable Rate
- January 1, 1998 - 2.5% - 120% of First Class Constable Rate
- January 1, 1999 - 2.5% - 122.5% of First Class Constable Rate
- January 1, 2000 - 3% - 125.5% of First Class Constable Rate

14.01(c) **Senior Constable Rank**

Only the three constables having the most seniority with the Nelson City Police and who meet the following criteria shall receive a base rate of 115% of the first class constable effective July 1, 2000:

- (a) is on the qualified promotion list and continues to be so qualified.
- (b) has successfully completed three external approved courses as identified below.
- (c) attended all previous designed training days (2 per year) and continues to do so.

External Approved Courses:

- At least thirty hours of instruction or content;
- Practical testing or exams taken on member's own time;
- All costs other than tuition to be paid by the member;
- Courses to be taught through a recognized institution such as BCIT, JIBC, Kwantlen College, Capilano College, Okanagan College, UBC, SFU or other recognized institutions.

Must be approved by the Chief Constable.

Qualifying promotional exams must be written every ten years. All approved course fees are paid in advance by the employee and reimbursed upon the successful completion of the course. The course must be taken in the same calendar year as budgeted.

Members making application for the senior constable rate with a minimum of 15 years service with the Nelson City Police need only to complete two of the “external approved courses”. The constable will have the rate of pay adjusted at the date of submission of the Incremental Pay Application Form which has been approved by the Inspector.

14.01(d) **GIS Postion**

The employer agrees to provide the following adjustment:

July 1, 2000 - 110% of First Class Constable rate

July 1, 2001 - 110% of First Class Constable rate

14.02 **Shift Differential**

(a) Afternoon Shift - Effective January 1, 1997, fifty-eight (.58) cents per hour for all hours worked. This shift differential is applicable only if the majority (more than six) of the hours worked in a shift were between 1600 and 2400 hours.

(b) Night Shift - Effective January 1, 1997, seventy-three (\$.73) cents per hour for all hours worked. This shift differential is applicable only if the majority (more than six) of the hours worked on the appropriate shift were between 2400 and 0800 hours. It is understood that Clauses 14.02(a) and (b) above do not apply to any overtime worked.

Jan 1, 1993

ARTICLE XV - TERM OF AGREEMENT

15.01 This Agreement shall be in full force and effect from January 01, 1996 to December 31, 1998. This Agreement to remain in effect after December 31, 1998, from year to year unless either Party gives written notice to terminate or re-negotiate this Agreement, such written notice to be given not more than sixty (60) days nor less than thirty (30) days prior to the expiry date of this or any following term. It is understood that both Parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.
Jan 1, 1993

IN WITNESS WHEREOF the Parties hereto have caused these presents to be signed by their respective officers thereunto lawfully authorized in that behalf,
this day of , 1996 A.D.

SIGNED ON BEHALF OF:
THE NELSON POLICE BOARD
FOR THE CORPORATION OF
THE CITY OF NELSON

SIGNED ON BEHALF OF:
THE NELSON POLICE ASSOCIATION
REPRESENTING AFFECTED MEMBERS

SCHEDULE "A"

Annual rates of pay for classes of positions covered by this Collective Agreement between the Nelson Police Board for the Corporation of the City of Nelson and the Nelson City Police Association.

<u>Position</u>	Jan 1/98 1%	Jan 1/99 0%	Sept 1/2000 1%	Sept 1/2001 1.5%
Constable - Probationer	\$41,165	\$41,165	\$41,577	\$42,201
Constable - Third Class	\$45,498	\$45,498	\$45,953	\$46,642
Constable - Second Class	\$49,831	\$49,831	\$50,329	\$51,084
Constable- First Class	\$54,165	\$54,165	\$54,707	\$55,528
Constable Ten Year	\$55,247	\$55,247	\$55,799	\$56,636
Constable First Class Ten Year Qualified	\$56,872	\$56,872	\$57,441	\$58,303
Sergeant	\$64,998	\$64,998	\$65,648	\$66,633
Dispatcher/Guard STEP 1	\$42,789	\$42,789	\$43,217	\$43,865
STEP 2	\$43,874	\$43,874	\$44,313	\$44,978
STEP 3	\$44,958	\$44,958	\$45,408	\$46,089
Dispatcher Supervisor	\$49,290	\$49,290	\$49,783	\$50,530

BASED ON 2088 HOURS PER YEAR FOR 12 HOUR SHIFT

SCHEDULE "B"

Cell Phones

The employer agrees to provide three cell phones in three police vehicles for police use only. The Chief Constable will remove three cell phones if in his opinion there is misuse of these cell phones.

Every newly engaged uniformed member shall receive the following issue of kit and clothing within the first calendar year:

Scale A

Boots, Congress	1 pair
Gloves, black leather, unlined.....	1 pair
Gloves, black leather, lined.....	1 pair
Shirts, short sleeve, c/w flashes	2
Shirts, long sleeve, w/o flashes	2
Socks, black	4 pairs
Ties, neck, black	2
Trousers, L.W., blue	1 pair
Trousers, H.W., blue	1 pair

Uniformed members shall receive Items of Scale A yearly thereafter except that the issue of gloves shall be reduced to one of either lined or unlined and the issue of ties, neck, shall be reduced to one each year. Boots may be repaired once at the discretion of the Chief Constable during each calendar year.

Scale B

Endurance Period

Badges, cap	1	Indefinite
Badges, crossed revolver (upon qualification).....	2	Indefinite
Badges, St. John Ambulance (upon qualification).....	2	Indefinite
Belts, leather, garrison, black.....	1	3 yrs. min.
Belts, Sam Browne, c/w holster & pouch, black	1	Indefinite
Caps, blue top	1	Indefinite
Caps, white top	1	Indefinite
Caps, winter, fur.....	1	3 yrs. min.
Chevrons, Sgt. (upon promotion)	2	Indefinite

Chevrons, Cpl. (upon promotion).....	2	Indefinite
Chevrons, Shirt, Sgt. (upon promotion).....	2	Indefinite
Chevrons, Shirt, Cpl. (upon promotion).....	2	Indefinite
Coats, Rain, reversible.....	1	3 yrs. min.
Coats, Storm, O.P.P.....	1	3 yrs. min.
Covers, Cap, flame orange.....	1	Indefinite
Handcuffs, Peerless or similar.....	1	Indefinite
Holder, I.D. Card & Badge.....	1	Indefinite
Jackets, blue, L.W.....	1	Indefinite
Lanyards, braided, white or N.C.O.....	1	Indefinite
Overshoes, zipper front.....	1 pair	3 yrs. min.
Tunics, L.W., blue.....	1	Indefinite
Revolver, .38 cap. spl.....	1	
Body Armour.....	1	5 yrs.

Items in Scale B shall be replaced according to need as approved by the Chief Constable and shall be replaced on an exchange basis after inspection by the Chief Constable. The last issue of Scale B items shall remain the property of the Board.

LETTER OF UNDERSTANDING

BETWEEN

THE NELSON POLICE BOARD
(hereinafter called "the Board")

AND

THE NELSON CITY POLICE ASSOCIATION
(hereinafter called "the Association")

The Board and the Association hereby agree as follows:

In the event that Corporal Peers Pendlebury officially retires prior to being eligible for municipal Superannuation under the provisions of the **Pension (Municipal) Act**, he shall be deemed to qualify for sick leave payout under the provisions of Article 9.08 of the current collective agreement, notwithstanding the fact the Corporal Pendlebury will not have Twenty (20) years continuous service with the Nelson Police Department.

Dated at Nelson, B.C. this 18th day of November, 1993.

Signed on behalf of:

Signed on behalf of:

NELSON POLICE BOARD

NELSON POLICE ASSOCIATION

Jan 1, 1993

LETTER OF UNDERSTANDING

BETWEEN

**THE NELSON POLICE BOARD
(hereinafter called "The Board")**

AND

**THE NELSON CITY POLICE ASSOCIATION
(hereinafter called "The Association")**

The Board and the Association hereby agree as follows:

That the NCO temporarily assigned as the second in command of the Nelson Police Department and who is duly appointed by the Chief Constable shall forfeit the benefits as identified in Article 5.04 of the current collective agreement.

Dated at Nelson, B.C. this 23rd day of April, 1996.

Signed on behalf of:

NELSON POLICE BOARD

NELSON POLICE ASSOCIATION

Victor Kumar, City Administrator

H. Grant

Lloyd Moseley, City Treasurer

Ron Brock, Chief Constable

P. Severyn