

1997-1999

COLLECTIVE AGREEMENT

between

THE VANCOUVER POLICE BOARD

and

THE VANCOUVER POLICE UNION

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THIS AGREEMENT BETWEEN:

VANCOUVER POLICE BOARD

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

VANCOUVER POLICE UNION

(hereinafter called the "Union")

OF THE SECOND PART

WITNESSETH THAT:

WHEREAS the Vancouver Police Board, is an employer within the meaning of the Labour Relations Code, being Chapter 82 of the Revised Statutes of British Columbia, 1992;

AND WHEREAS the Union is a trade union within the meaning of the said Code and is the bargaining agent for employees in the Department except:

- (a) Inspectors of police;
- (b) members of the Teamsters, Local 31;
- (c) members of the Vancouver Police Officers' Association; and
- (d) those excluded by the Code;

AND WHEREAS as a result of collective bargaining the parties hereto have concluded the Collective Agreement hereinafter appearing which shall constitute the wages and working conditions of the employees in the above noted bargaining unit.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties covenant and agree each with the other as follows:

1. **DEFINITIONS**

The terms defined in this Section 1 for all purposes of this Agreement, unless otherwise specifically provided herein, have the meanings hereinafter specified. The terms herein defined are:

- (a) "Board" means the Vancouver Police Board;
- (b) "Chief Constable" means the Chief Constable of the Police Department of the City of Vancouver, and shall include an authorized designate;
- (c) "Department" means the Police Department of the City of Vancouver;
- (d) "member" means an employee of the Department covered by the Union's certificate of bargaining authority;
- (e) "Employer" means the Vancouver Police Board in its capacity as an employer;
- (f) "Union" means the Vancouver Police Union; and
- (g) "Auxiliary Member" means any member employed on other than a regular full-time basis.

Wherever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine wherever the context so requires.

2. TERM OF AGREEMENT

This Agreement shall be for a term of three (3) years with effect from 1997 January 01 to 1999 December 31, both dates inclusive.

It is understood and agreed between the Employer and the Union that the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code are hereby excluded from and shall not be applicable to this Agreement.

3. UNION SECURITY

All present members who are now members of the Union shall remain members of the Union. All persons employed on or after 1983 June 21 shall apply to the Union to become members thereof by the first day of the month immediately following completion of 30 calendar days of employment. All members who are as of 1983 June 21 members of the Union and those members who subsequently become members of the Union shall remain members of the Union as a condition of employment provided that no member shall be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor shall any member be deprived of employment by reason of the refusal of the Union to admit such member to membership in the Union.

All members covered by the Union Certificate of Bargaining Authority shall pay to the Union an amount equal to the Union's dues, and any general, bargaining unit-wide

assessment(s), such payments to be made by payroll deduction. This deduction shall become effective on the first day of the month coincident with or next following the date of appointment; but the deduction shall be made only if the member is still in the employ of the Employer on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months provided a member works any part of the month. These arrangements shall remain in effect for so long as this Union remains the recognized bargaining agent.

4. REMUNERATION

4.1 Pay Schedule

The scale of remuneration set out in Schedule "A" annexed hereto shall apply during the term of this Agreement.

5. PAY FOR ACTING SENIOR CAPACITY

A member who has been duly appointed by the authority of the Chief Constable to perform temporarily the duties of a rank higher than the member's confirmed rank shall be paid at the appropriate rate for the senior rank for each day such member performs such duties after being so appointed.

6. SPECIAL ALLOWANCES

6.1 Clothing Allowance

- (a) Effective 1997 October 30, every uniformed member 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. The last issue of such items shall remain the property of the Employer. A refusal of issue may be appealed through regular grievance procedure as outlined in Section 14 of this Agreement.
- (b) Style and character of the uniform and equipment issued to members shall be at the discretion of the Employer. The Union shall be afforded the opportunity of meeting with the Chief Constable or a designated officer for the purpose of communicating the views of the Union with respect to the style and character of the uniforms. Prior to a change being made in the style or character of the uniforms, the Union will be advised of the proposed change and afforded an opportunity of considering the proposed changes and meeting with the Chief

Constable or a designated officer for the purpose of making representations with respect to the proposed changes.

- (c) All damage to clothing and equipment incurred in the course of duty shall be assumed and made good by the Employer upon the recommendation of the Chief Constable.
- (d)
 - (i) All members who are required to provide and wear civilian clothing as a part of their regular duties shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing. Such reimbursement shall be in an amount not to exceed one thousand seventy dollars (\$1,070.00) per annum, which amount shall be prorated in the instance of a member completing a part year of service wherein the member is required to wear civilian clothing as a part of the member's regular duties. The member may elect to receive such clothing allowance as 1 (one) lump sum at the outset of the calendar year, or as 3 (three) lump sum payments at intervals throughout the year, subject to the requirement that any clothing allowance received by a member for a period of a calendar year during which the member is not required to wear civilian clothing, shall be rebated to the Employer.
 - (ii) All members granted clothing allowance on a temporary or intermittent basis shall be paid in lieu of the clothing mentioned in Section 6.1(a) the sum of four dollars and five cents (\$4.05) for each day such members are required to work in civilian clothes.
- (e) The Employer shall provide cleaning services to all members who are required to wear a uniform in the performance of their duties, with the following maximums:
 - 1 (one) uniform shirt per working day;
 - 1 (one) pair of uniform pants per week;
 - 1 (one) uniform tunic every 2 weeks; and
 - 1 (one) storm coat every month.
- (f) Effective 1997 October 30, each member shall be entitled to be issued a protective vest, including a front trauma plate for those who request it, 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.
- (g) The Employer shall provide cleaning services to all members granted a permanent clothing allowance, with the following maximums:
 - 1 (one) shirt per working day;
 - 1 (one) pair of pants per week;

- 1 (one) sport or suit jacket every 2 weeks; and
- 1 (one) overcoat every month.

(h) It is understood that members 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 (d), (e), and (f) of this Section 6.1 for the duration of such absence.

6.2 Motorcycle Pay

Every member who is required to operate a motorcycle in the performance of their duties shall be paid, in addition to the member's regular rate of pay, the sum of \$1.00 for each day that the member operates such motorcycle.

6.3 Service Pay

Service pay shall be paid to all members who were hired prior to 1997 October 30, while paid as First Class Police Custodial Guards, First Class Constables, Nurses or higher rank on the basis of \$7.50 per month after the completion of 5 years' service and an additional \$7.50 per month for each completed 5 year period of service thereafter. Service pay shall be paid from the first of the month next following the completion of the required period of service.

6.4 Educational Fund

- (a) A Police Educational Fund has been established to financially assist members of the Department who are interested in furthering their education by enrolling in approved courses.
- (b) An approved course will be officially classified as such when, in the opinion of the Chief Constable, the Department will materially benefit from the course, and such benefit will be derived within a reasonable time.
- (c) Applications for financial assistance will be received from members of the Department holding the rank of First Class Constable or higher.
- (d) Members wishing to take advantage of this Fund will, prior to enrollment in any course, make application in writing to the Staff Development Officer, who will refer same to the Training Board together with relevant documents. The Chief Constable will consider the Training Board's recommendations and rule on the acceptability of the course.
- (e) Tuition fees will be paid in the first instance by the member. With respect to courses involving a final examination, the Employer will reimburse the member for the tuition fees upon the member submitting evidence that the member has successfully completed the course. With respect to courses not involving a final

examination, the Employer will reimburse the member for tuition fees upon the member producing written proof from the Course Administrator certifying a minimum 80% attendance, and a satisfactory completion of such course.

- (f) Applications for reimbursement of tuition fees shall be submitted to the Staff Development Officer, accompanied by receipts and statements of marks attained, or a letter from the Course Administrator as required for submission to the Training Board. Applications for reimbursement must be submitted within 6 months of course completion.
- (g) Members who are financially assisted by this Fund are expected to remain in the service of the Department for five years following completion of any approved course. Tuition fees paid by the Department may be recovered if a member resigns, or is discharged from the Department within 5 years of the completion of such a course.
- (h) The Union shall be afforded the opportunity of meeting with the Chief Constable or a designated officer for the purpose of communicating the views of the Union with respect to the operation of the Educational Fund. Prior to a change being made in the operation of the Educational Fund, the Union will be advised of the proposed change and afforded an opportunity of considering the proposed change and meeting with the Chief Constable or a designated officer for the purpose of making representations with respect to the proposed change.

6.5 Shift Differentials

Effective on 1997 October 30:

- (a) A member who works between 1500 hours and 2400 hours on any day shall be paid a shift differential premium of fifty-eight (58) cents per hour for all time that the member is required to work during that period; and
- (b) A member who works between 2400 hours and 0800 hours on any day shall be paid a shift differential premium of seventy-three (73) cents per hour for all time that the member is required to work during that period.

PROVIDED HOWEVER that no member whose regular dayshift falls entirely within the period 0700 hours and 1800 hours shall be paid any shift differential premium either for regular hours worked within such period or for extended tours of duty continuing beyond 1800 hours; shift differential premium payments shall not be included when calculating overtime rates under this Agreement but shall be included as earnings for the purpose of calculating superannuation contributions, except when earned in connection with other than regular pay.

6.6 Special Allowance

All First Class Police Nurses and Police Custodial Guards who have 10 or more years of service shall be paid an additional 2% of their regular monthly salary.

6.7 Issue of Batons

The Employer will issue to each member assigned to a patrol car for use therein a baton, that is to say, 1 (one) baton for a single-man patrol car and 2 batons for two-man patrol cars.

6.8 Occupational Health and Safety First Aid

Each member who is a holder in good standing of a Workers' Compensation Board Occupational Health and Safety First Aid Certificate, and who is designated by the Employer to perform such first-aid duties, shall receive a premium payment in accordance with the following schedule:

<u>Employees</u>	<u>Full-Time Employees</u>	<u>Part-Time</u>
OFA Level II	\$85.00 per month	55¢ per hour
OFA Level III	\$100.00 per month	65¢ per hour

7. OVERTIME

7.1 Calculation of Overtime

For the purposes of this Section 7

- (a) "compensation" means payment or time off in lieu of payment, and "compensated" shall have a similar meaning; and
- (b) "scheduled CTO" means scheduled cumulative time off.

Any overtime incurred under Sections 7.3 and 7.4 (except as otherwise provided in Section 7.4) shall be calculated on the basis of the number of hours' overtime worked multiplied by 1 (one), 1-½ (one and one-half) or 2 as the case may be and the result shall be taken to the nearest hour.

7.2 Election Respecting Compensation

- (a) Subject to the provisions of Section 7.7 respecting the accumulation of overtime, every member who is entitled to compensation pursuant to Sections 7.3 to 7.6, 8.2(b) and 8.2(c) shall elect either to be paid or to receive time off in lieu thereof, provided that in respect of working overtime or on a public holiday, the

election shall be made at the time such compensation is earned, and in respect of compensation pursuant to Section 8.2(c), the election shall be made as soon as reasonably possible.

- (b) Time off in lieu of payment for overtime shall be taken by the member entitled thereto at a time which is mutually acceptable to the member and the Employer.

7.3 Extended Tour of Duty

- (a) A member who is required immediately following completion of a shift to work overtime of $\frac{1}{2}$ (one-half) hour or more in excess of 8 (eight) 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 1- $\frac{1}{2}$ (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".

- (b) Cancellation of Leaves

The Employer agrees that it shall make every reasonable effort to ensure that overtime leaves previously granted to member(s) shall not be cancelled.

7.4 Callouts

For the purposes of this Agreement, a callout shall be when a member is required by a superior officer to return to work other than during the member's regular detailed working hours.

- (a) If a member is required to return to work on their regular day off the member shall be compensated at double the member's regular hourly rate of pay for each such hour worked or for 3 hours at double the member's regular hourly rate of pay, whichever is the greater.
- (b) The hours of work of each member and their regular days off shall be published in a monthly duty roster of the Department.
- (c) If a member is required to return to work on a regular work day, the member shall be compensated at double the member's regular hourly rate of pay for each such hour worked or for 3 hours at double the member's regular hourly rate of pay, whichever is the greater.

- (d) If a member is required to report for work during their annual leave, the member shall be compensated at the rate of a minimum of 20 hours for each day so called out.
- (e) (i) Subject to Section 11.1 of this Agreement, the Department shall have the right to alter the hours of work of a member from the designation in the monthly duty roster. In that event, the member shall be remunerated on the basis that all time worked within the designation in the monthly duty roster shall be paid at straight time rates and all time worked outside the designation in the monthly duty roster shall constitute an extended tour of duty or a callout, as the case may be, and shall be remunerated in accordance with this Section. No member shall be remunerated for hours designated in the monthly duty roster but not worked, except as otherwise provided.

Subject to the exigencies of the Department:

- the Department shall not alter the hours of work of a member from the designation in the monthly duty roster in such manner that a member is deliberately deprived of either any straight time hours or overtime; and
- subject to subparagraph (ii) of this Section 7.4(e), every member shall receive 8 consecutive hours free from duty between shifts.

NOTE: The intention of this Section 7.4(e)(i) is to assure that notwithstanding Section 7.4(b) the Department shall have some flexibility in scheduling. However, where a member's hours are altered this should result in an overtime penalty to the Department, for example:

Where a member is scheduled to work 0800 to 1600 hours but is then required to work 0600 to 1400 hours, such member will be remunerated:

- (a) 0600 to 0800 or 2 hours (outside regularly scheduled shift) at overtime rates, namely 1½ (one and one-half) times for the first 2 hours = 3 hours at straight-time rates, of which 1 (one) hour is eligible for compensation;

plus,

- (b) 0800 to 1400 or 6 hours (within regularly scheduled shift) at straight-time rates;

for a total of 9 hours, of which 1 (one) hour is eligible for compensation.

This Section 7.4(e) shall not apply to those members regularly assigned variable hours of duty.

- (ii) If the Department is unable to alter a member's hours of work as in Section 7.4(e)(i) provided so as to allow the member 8 consecutive hours of freedom from duty immediately following the completion of the member's regular shift, then such member shall, in addition to straight-time pay for the hours worked, be entitled to compensation at the rate of $\frac{1}{2}$ (one-half) times the hourly rate of pay, computed on the basis of the member's regular working hours, for the hours worked by such member during the 8 hour period immediately following the completion of the member's regular shift.
- (iii) When, in the opinion of the Chief Constable or a Deputy Chief Constable, an emergency or situation of serious public concern exists, the Department may advance or retard the posted hours of any member for up to 8 hours without penalty provided 24 hours' notice is given.
- (iv) Where the necessity for a shift change arises from a sudden and major policing incident such as the DOSANJH matter (1994) which could not have been predicted and/or scheduled before the publication of the monthly detail of duty, then and only then will the penalty provisions of Article 7.4(e) be reduced from the requirement to pay all hours outside of the scheduled hours at premium rates to half of the hours at the premium rates, i.e. 28 days to 14 days.

In order for the reduced premiums to apply the shift change must comply with all of the requirements of this clause.

Should a dispute arise regarding what constitutes a sudden major policing incident and whether or not it could have been predicted or scheduled before the publication of the monthly detail of duty the dispute may be referred to an expedited arbitration process.

(f) Standby

Where a member is required to stand by such member shall be compensated at the rate of 3 hours' straight-time for the time which the member is required to stand by in any 24 hour period between 12 o'clock midnight of any given day and 12 o'clock midnight of the following day and 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(c) (whichever Section is applicable) in addition to the member's standby compensation.

7.5 Court Time Schedule, Denotification

A. Definitions

In this Section 7.5, the word "Court" means:

- (1) a Court of Criminal or Civil jurisdiction including Traffic Hearing Rooms;
- (2) where arising out of Part 1 of the Police (Discipline) Regulations, a Disciplinary Hearing, an appeal hearing before the Board or an appeal hearing before the B.C. Police Commission;
- (3) an inquiry held by the Board pursuant to Section 60 of the Police Act, an inquiry held by the B.C. Police Commission pursuant to Section 65 of the Police Act, or the Judicial Review Procedures Act; and
- (4) where specifically approved by the Chief Constable or where the member is obliged to attend by way of subpoena, any other tribunal (whether in Canada or elsewhere) acting in a judicial or quasi-judicial capacity whether in criminal, civil or administrative matters except a tribunal seized of labour relations matters involving the Employer, the Union or the members covered by the Union's certificate of bargaining authority. (Note: It is the specific intent of this paragraph (d) to exclude attendance at hearings conducted by the Labour Relations Board, boards of arbitration, Industrial Inquiry Commissions or any other tribunals in those cases where the Union or the members covered by its certificate of bargaining authority are parties to the matters before the tribunal.)

Except as otherwise provided in Section 7.5(F), an attendance at Court includes interviews with Prosecutors in the preparation of cases.

B. Court Times

Court times shall be considered as:

Morning Session	1000 hours to 1230 hours
Afternoon Session	1400 hours to 1630 hours

Any advance or retarding of Court start hours will also be considered to equally advance or retard the Court end time, and similarly advance or retard the following applicable collective agreement provisions: Sections 7.5(C)(b), 7.5(F)(b), and 7.5(F)(c).

C. Court Compensation Schedules

- (a) Compensation for attendance at Court by a member while the member is not on duty, and where the member's attendance is for the purpose of giving evidence which was acquired by the member in the performance of police duties, shall be allowed in accordance with the following schedule.

- (1) For attendance at Court following Day Shift:

Afternoon Session 4 hours

- (2) For attendance at Court while on Afternoon Shift:

Morning Session 4 hours
Afternoon Session 3 hours;

- (3) For attendance at Court while on Midnight Shift:

Morning Session 6 hours
Afternoon Session 4 hours

except that if a member attends Court at an Afternoon Session only, such member shall be allowed 6 hours' compensation instead of 4 hours.

For the purpose of calculating overtime compensation, all shifts finishing later than 0015 hours shall be considered Midnight Shift.

- (4) For attendance at Court on day off, the following provisions shall apply:

Morning Session 8 hours
Afternoon Session 6 hours

except that if a member attends Court at an Afternoon Session only, such member shall be allowed 8 hours' compensation instead of 6 hours.

- (b) In the event that a member attends a Court session which commences on or after 1630 hours, and such attendance follows an earlier afternoon session attendance as in sections C(a)(1), C(a)(2), C(a)(3) or C(a)(4) above, then such appearance shall be compensated as an additional attendance in accordance with the appropriate premium designated for such afternoon Court session.

- (c) In the event that a member is required to attend a Prosecutor's interview following attendance at an afternoon court session, on a day off, then he/she shall be compensated in accordance with the provisions of Section 7.4 (Callouts).
- (d) Notwithstanding the above, any interview or Court which falls 1 (one) hour or less prior to a working shift shall be allowed 2 hours' compensation.
- (e) Where a member is required to attend a morning session of a Court and to remain in attendance at that Court after 1300 hours but is not required to attend an afternoon session of a Court on the same day, then in addition to the compensation allowed for attending at the morning session as hereinbefore provided the member shall be entitled to further compensation of 1(one) hour.
- (f) In the event that a member while off duty receives a telephone call from the Department of one (1) hour or less relating to an investigation with which he/she is involved, then such member shall be entitled to claim one and one-half (1½) hours compensation. It is understood that receipt of phone calls of an administrative nature shall not trigger this provision.

D. Relief From Duty

- (a) When a member detailed for the midnight shift is required to attend Court, the member shall, when practicable, be granted the night off prior to attending Court. If attendance of such a member is not required at the afternoon session, having already been granted 8 hours off, 2 hours will be deducted from the member's accumulated overtime. When it has not been practicable to grant a member time off prior to attending Court and the member is required to attend morning and afternoon sessions, such member shall notify their Inspector prior to 1700 hours when such member will be allowed the same night off.
- (b) When a member detailed for the afternoon shift is required to attend both morning and afternoon sessions of Court, such attendance, when practicable, shall be deemed to be the member's tour of duty. Failing this arrangement, the member shall be granted compensation in accordance with the schedule as set out herein.

E. Court Attendance While on Annual Leave

- (a) Annual Leave for all Court claim purposes includes all overtime leave and weekly leave scheduled in conjunction with Annual Leave or cumulative time off at the time of Annual Leave sign-up.

- (b) If a member is required to attend Court while on annual leave, compensation therefore will be on the basis of twenty (20) hours for each day or part of a day of required attendance. Interviews preceding Court on annual leave shall be compensated in accordance with 7.5(F).
- (c) Any member who receives notification that such member will be required to attend Court during their annual leave shall immediately notify the Chief Constable or designate.
- (d) The Chief Constable or designate shall in the first instance undertake every reasonable effort to secure a rescheduling of such member's attendance to a date outside of the member's period of annual leave.
- (e) In the event of failure to secure such rescheduling of a member's attendance, the Chief Constable or designate shall endeavour to reschedule the member's annual leave, provided that any such rescheduling of annual leave shall be effected only by mutual consent of the member and the appropriate Inspector.
- (f) In the event of failure to reschedule a member's annual leave, the Chief Constable or designate shall be authorized to make arrangements and, when possible, to pay an amount in advance in order to cover the return travel expenses and other related expenses which the Chief Constable or designate deems to be reasonable and sufficient. Such an amount shall be paid to any member who is required to travel from a point outside the boundaries of the Greater Vancouver Regional District other than the member's place of residence in order to attend Court, provided that the member returns to the same or equivalent point at the conclusion of such member's attendance at Court.
- (g) Any member who is required during annual leave to travel to attend Court from a point outside the boundaries of the Greater Vancouver Regional District shall be entitled to receive time off on the basis of 8 hours of each half day or part thereof occupied by such travelling, provided that no such entitlement shall accrue with respect to any day for which the member receives compensation for attendance at Court. For the purpose of this paragraph, 12 o'clock noon marks the dividing line between the first and second halves of any day.

F. Prosecutor's Interviews

- (a) Where a member is required to attend a Prosecutor's interview immediately following the completion by the member of a regular day shift in preparation for a case to be heard in a Court of criminal jurisdiction at which the member is to give evidence as a witness, the member shall be entitled to 4 hours' compensation.

- (b) When the morning session of a Court of criminal jurisdiction commences at 1000 hours and a member is required to attend a Prosecutor's interview on the same day such Court is held and at which the member is to give evidence as a witness, the member shall be entitled to compensation for attending the Prosecutor's interview as follows:
- (1) for attendance at 0830 hours the member shall be entitled to 2 hours' compensation;
 - (2) for attendance at 0900 hours the member shall be entitled to 1½ (one and one-half) hours' compensation;
 - (3) for attendance at 0930 hours the member shall be entitled to 1 (one) hours' compensation.

PROVIDED HOWEVER, if the Court appearance is cancelled by the Prosecutor prior to 1000 hours the member will be eligible to receive the Court attendance compensation only;

- (c) When the afternoon session of a Court of criminal jurisdiction commences at 1400 hours and a member is required to attend a Prosecutor's interview on the same day such Court is held and at which the member is to give evidence as a witness, the member shall be entitled to compensation for such attendance upon the Prosecutor as follows:
- (1) for attendance at 1230 hours the member shall be entitled to 2 hours' compensation;
 - (2) for attendance at 1300 hours the member shall be entitled to 1½ (one and one-half) hours' compensation;
 - (3) for attendance at 1330 hours the member shall be entitled to 1 (one) hour's compensation.

PROVIDED HOWEVER, if the Court appearance is cancelled by the Prosecutor prior to 1400 hours, the member will be eligible to receive the Court attendance compensation only.

G. Travelling for Court Purposes

- (a) Where a member is required by subpoena to attend and give evidence in a Court outside the boundaries of the Greater Vancouver Regional District, and where the member will practically require the use of a commercial airline or other commercial travel, the following provisions shall apply:

- (1) Each day that the member is on such duty will be considered as an 8 hour tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of an 8 hour tour of duty if the member's trip is in fact less than 8 hours in duration;
 - (2) If the member's trip involves a day of scheduled weekly leave, then the member will receive twice the 8 hour rate for each scheduled weekly leave day involved;
 - (3) If the member's trip is during the course of scheduled weekly hours, the member will receive straight-time rate but will be relieved of normal duties for at least 8 hours prior to the commencement of the trip and at the conclusion of the trip;
 - (4) In order to accommodate paragraph (3) of this Section G(a), there will be no penalty for the Employer for any shift change required to relieve the member of duties prior to and after the trip.
- (b) Where a member is required by subpoena to attend Court outside the boundaries of the Greater Vancouver Regional District and for such purpose uses their own motor vehicle to travel from such member's home to Court and return home that member shall be entitled to be paid a mileage allowance in accordance with the schedule made by the City of Vancouver from time to time for its employees, for the distance travelled in excess of 50 miles. In no event will mileage be paid for Court appearances within the boundaries of the Greater Vancouver Regional District.
- (c) Where a member receives a subpoena or a request for such member's attendance from any tribunal referred to in paragraph (4) of the definition of "Court" in Subsection 7.5(A), such member shall notify the appropriate supervisor immediately. The Department will then determine whether or not the member should attend. A member shall not attend such hearing without explicit authorization from a supervisor.
- (d) Where a member is required to appear as a witness on behalf of the Employer in any of the tribunals referred to in paragraph (4) of the definition of "Court" in Subsection 7.5(A), such member shall, when so required during off-duty hours, be compensated in accordance with Section 7.3--Extended Tour of Duty or Section 7.4--Callouts as appropriate.

H. Resigned and Retired Members

Any former member who has resigned or has retired on superannuation or any member who is absent from duty on authorized unpaid leave of absence and who

is scheduled to attend at Court as a consequence of the performance of their duties as a police officer shall be allowed compensation equivalent to 4 (four) hours for each of the following sessions attended:

Morning Session
Afternoon Session

PROVIDED HOWEVER, that those members to which this Section H applies shall not be entitled to any other of the benefits of Section 7.5.

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

- I. Members on Sick Leave or WCB are considered to be on an 8 hour day, 5-day week, Monday through Friday. Court attendance during these times will be considered on-duty and for any attendance falling within the day the member will not be considered on sick leave, and will instead be credited an 8 hour duty day. Members are responsible to advise their NCO's of any such Court attendance so that salary attendance profiles will reflect the appropriate duty day(s).
- J. Denotification
 - (a) An off duty member being denotified by telephone for a scheduled Court appearance shall not be telephoned for such purpose between the hours of 2200 and 0700.
 - (b) Denotification shall be communicated by a Vancouver Police Department member whose identity is known to the member being denotified, or whose identity may be immediately verified by the member being denotified.
 - (c) Subject to the provisions of the applicable Departmental Procedures Manual, a member will be considered to be denotified with respect to a scheduled Court appearance if such denotification is communicated to the member either in person or by telephone to:
 - (1) an adult residing in the residence of the member;
 - (2) a babysitter employed by the member;

- (3) a child of the member if such child is of sufficient age as to be unattended by an adult;
 - (4) the member's telephone answering machine; or
 - (5) the member's voice mail box, including a date and time of call feature.
- (d) Given the serious consequences of an improper denotification, the Employer will provide a system whereby members can verify a denotification.
 - (e) In the event that a member is denotified with respect to a scheduled Court appearance within twenty-four (24) hours of the time at which such member is scheduled to appear at Court, then the member shall receive one-half ($\frac{1}{2}$) of the compensation to which the member would otherwise have been entitled had the member attended at Court; EXCEPT THAT in the event that a member is simultaneously so denotified with respect to two Court appearances scheduled within the referenced twenty-four (24) hour period, then the member shall receive one-half ($\frac{1}{2}$) of the compensation to which the member would otherwise have been entitled had the member attended at the morning session of such scheduled Court appearance.
 - (f) Where a member who has been scheduled to attend Court during annual leave is subsequently advised that their attendance will not be required, then unless the member is advised prior to the commencement of their annual leave that attendance is not required, the member shall be allowed compensation equivalent to $\frac{1}{2}$ (one-half) of the minimum amount the member would have been allowed had the member attended.

For the purposes of this Section 7.5J, annual leave shall be deemed to commence forthwith upon completion of the last regular daily tour of duty prior to the annual leave and shall be deemed to end upon commencement of the first regular daily tour of duty following completion of the annual leave.

- (g) Compensated denotifications shall not be considered as a Court attendance.

7.6 Compensation for Court Attendance by an Acquitted Member

Where a member has been accused and acquitted in any proceedings arising out of such member's duties while engaged as a member of the Department the member shall be allowed compensation in accordance with Section 7.5 (except Subsection H), provided however, that the member shall not receive any compensation for attending such

proceedings over and above the member's regular salary and member benefits if the member is on duty or is under suspension.

7.7 Accumulation of Overtime

- (a) Time accumulated in respect of any of the premium payments specified in this Section 7 or in Section 8.2 is to be accumulated in one "bank".
- (b) Subject to paragraph (d) below, there shall be no maximum accumulation in the "bank" during any calendar year.
- (c) Subject to paragraph (f) below, on or before February 28 in each calendar year a member may convert any portion of their accumulated time off in blocks of 40 hours to a maximum of 120 hours into scheduled CTO, to be taken in accordance with paragraph (e) below.
- (d) On the last day of the pay period ending on or after February 28 of each year, a member's balance as at December 31 of the immediately preceding year shall be reduced to 120 hours by paying the rates in effect as at December 31 of the immediately preceding year, it being understood that the December 31 balance shall be reduced by all hours taken as time off up to and including the last day of the pay period ending on or after February 28 and all hours scheduled as cumulative time off (scheduled CTO) and the residual December 31 balance exceeding one hundred twenty (120) hours paid out.
- (e) Scheduled CTO shall be scheduled off in blocks of 40 hours. The signup shall occur each year immediately following the annual leave signup using any vacant space on the annual leave signup sheets, subject to the same restrictions, and in the same manner.
- (f) No member shall defer any annual leave in a year in which scheduled CTO is taken.
- (g) If the number of hours of overtime that a member has accumulated does not exceed 40 the member may convert 1 (one) week of their annual leave to overtime and add it to the member's accumulated overtime, but such conversion may be made only once annually by a member.
- (h) When a member is required to attend Court while on a week of scheduled CTO, such time off shall be considered as annual leave for all purposes relating to the Court appearance.
- (i) When a member is required to report for work while on a week of scheduled CTO, the member shall be compensated at the rate of a minimum of 20 hours for each day so called out.

- (j) A member who has completed 5 or more years' continuous service may convert up to 40 hours of accumulated gratuity credits to overtime and add them to the member's accumulated overtime, but such conversion may be made only once annually by a member.
- (k) Upon promotion, the Employer shall have the option of reducing a member's banked overtime to 80 hours by paying out the amount in excess of 80 hours.

8. ANNUAL LEAVES AND PUBLIC HOLIDAYS

8.1 Annual Leaves

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

- (a) Members 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, annual leave will be granted on the basis of $\frac{1}{12}$ (one-twelfth) of 10 working days for each month or portion of a month greater than $\frac{1}{2}$ (one-half) worked by December 31;
- (c) During the second up to and including the seventh calendar year of service--15 working days;
- (d) During the eighth up to and including the fifteenth calendar year of service--20 working days;
- (e) During the sixteenth up to and including the twenty-second calendar year of service--25 working days;
- (f) During the twenty-third and all subsequent calendar years of service--30 working days;
- (g) Members who leave the service after completion of 12 consecutive months of employment shall receive annual leave for the calendar year in which termination occurs on the basis of $\frac{1}{12}$ (one-twelfth) of their annual leave entitlement for that year for each month or portion of a month greater than $\frac{1}{2}$ (one-half) worked to the date of termination;

PROVIDED THAT:

- (h) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1 to December 31, inclusive;

- (i) In all cases of termination of service for any reason, adjustment will be made for any overpayment of annual leave;
- (j) Members leaving on superannuation, or upon leaving at reaching maximum retirement age, are entitled to annual leave as follows:
 - if retiring prior to April 1, they receive half of the usual annual leave;
 - if retiring April 1 or later, they receive the full annual leave;
- (k) Subject to Section 7.7(f), a member who is entitled to paid annual leave of not less than 15 working days under the provisions of this Section 8.1:
 - (i) shall take at least 15 working days of the member's annual leave per year; and
 - (ii) may defer the taking of the remainder (if any) of the member's annual leave so long as the deferred annual leave does not at any one time exceed the number of working days' annual leave to which the member is entitled annually (e.g. a member who is entitled to 20 working days may defer a maximum of 20 working days at any one time and a member who is entitled to 30 working days may defer a maximum of 30 working days at any one time).

(l) Annual Leave Pay Adjustment

As soon as possible following 31 December 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 payments shall reflect the proportionate difference between the member's actual annual basic earnings and regular base 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 dollar (\$1.00).

(m) Annual Leave Conversion

Subject to the approval of the Chief Constable in each instance, once each calendar year a member may request to convert to cash five (5) days (40 hours) of annual and/or public holiday leave.

(n) Annual Leave Signup

Annual Leave signup shall be based on the authorized strength of the Team. A maximum number of two (2) Constables may take leave at any time, unless the authorized strength of a Team is eighteen (18) or more, in which case three (3) Constables or more may take leave. However, at any time a maximum of fifteen percent (15%) of Departmental members may take annual leave.

It is understood that Departmental seniority shall govern the order in which members may sign up for leave.

- (o) (i) In the event that the Chief Constable finds it necessary to restrict a period of time from Annual Leave signup prior to January 15 in any year, then requests for leave during that period shall be at the Chief Constable's discretion on a case by case basis.
- (ii) In the event the Chief Constable finds it necessary to restrict a period of time from Annual Leave signup on or after January 15 in any year, then members affected by such restriction shall be compensated on the basis of twenty (20) hours for each day that their leave is cancelled.

8.2 Public Holidays

- (a) Subject to Sections 8.2(b), 8.2(c) and 8.2(d), all members 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) Subject to Section 7.2, all members who are required to work on any of the public holidays defined in Section 8.2(a) shall be paid 1½ (one and one-half) times their regular rates of pay for the hours worked on the holiday or shall be entitled to time off equal to 1½ (one and one-half) times the hours so worked.
- (c) All members who are:
 - (i) receiving Workers' Compensation benefits,
 - (ii) on annual leave,
 - (iii) on their weekly leave, or
 - (iv) on scheduled CTO as provided for in Section 7.7,

on a day on which a public holiday defined in Section 8.2(a) falls shall, in accordance with Section 7.2, be entitled to time off or pay in lieu of such holiday.

- (d) The public holidays defined in Section 8.2(a) shall not apply to members who are off duty without pay.

8.3 Supplementary Annual Leave

Each member shall be entitled to 40 hours of supplementary annual leave, in addition to the annual leave to which the member is entitled pursuant to Section 8.1, upon commencing the member's sixteenth, twenty-first, twenty-sixth, thirty-first, thirty-sixth and forty-first calendar year of service.

Each member shall become entitled to supplementary annual leave pursuant to this section on the first day of January in the year in which the member qualifies for such supplementary annual leave. Proration of supplementary annual leave shall be in accordance with Schedule "F", which is attached for clarification.

A member shall retain supplementary annual leave entitlement notwithstanding that such member's employment is terminated prior to the end of the period to which the entitlement applies.

Members who are entitled to supplementary annual leave may schedule supplementary annual leave in a block of 40 hours as annual leave and such hours shall then be considered in all respects as annual leave; or members may schedule such supplementary annual leave hours in accordance with Section 7.2(b) and such hours shall be considered in all respects as overtime leave.

9. MEMBER BENEFITS

The members shall be entitled to the following benefits during the term of this Agreement, save and except as otherwise hereinafter provided:

9.1 (a) Medical Services Plan (effective 1997 November 01)

All members shall be entitled to Medical Services Plan coverage with the member paying 100% of the premiums required.

(b) Extended Health Care Plan (effective 1997 November 01)

(i) All members shall be entitled to coverage under the Extended Health Care Plan. Coverage for subscribing members and their dependents shall provide for reimbursement of eligible expenses to a lifetime maximum of \$1,000,000 per person. Eligible expenses shall include:

- vision care to a limit of \$200.00 payable per person per 24 months;

- prescription drugs excluding oral contraceptives;
- hospital charges for a semi-private room;
- special duty nursing care, if ordered by a physician;
- ambulance charges in emergency circumstances;
- medical equipment and appliances including hearing aids to a maximum of \$400.00 payable per person per 5 year period, blood and ostomy products, orthopedic shoes and orthotic supplies to a maximum of \$400.00 per year (\$200.00 for children);
- registered paramedical therapy services including physiotherapy, massage therapy, speech therapy, chiropractic services, podiatric services, acupuncture treatment and naturopathic services (reimbursement limits apply for certain of these paramedical services); and
- out of province medical expenses.

There is a \$25.00 per year, per family, deductible associated with the Plan.

The premiums required to maintain the Plan shall be borne 100% by the Employer.

(ii) Psychological Services Plan

All members shall be entitled to coverage under the Psychological Services Plan. Coverage for subscribing members and their dependents shall be to a maximum of \$2,400.00 claimable per family per 12 month period. The premiums required to maintain the Psychological Services Plan shall be borne 50% by the Employer and 50% by the employee.

9.2 Group Life Insurance (effective 1997 November 01)

Effective on the first of the month following the date of employment, all members shall be entitled to Group Life Insurance coverage, calculated on the basis of \$2,000.00 of insurance for each \$1,000.00 of gross basic annual salary, which salary shall be computed to the next highest \$1,000.00. In addition to the foregoing Group Life Insurance, each member, effective on the first of the month following the date of employment, shall be entitled to accidental death and dismemberment insurance in an amount equivalent to the amount of the member's Group Life Insurance to which the

member is entitled under this Section 9.2, from time to time. The premiums required to maintain the Plan shall be borne 100% by the member.

9.3 Sick Leave and Gratuity Plan

All members shall be entitled to the benefits of the Sick Leave and Gratuity Plan set forth in Schedule "C" annexed hereto.

9.4 Workers' Compensation and Sick Leave Payments

- (a) Where a member suffers from a disease, illness or incurs personal injury and receives compensation therefore under the Workers' Compensation Act, the Employer shall receive the compensation cheques and the member's regular net take-home pay (as opposed to regular gross salary) shall be maintained by the Employer for the period covered by WCB.
- (b) Subject to Section 9.5, a member shall be advanced sick leave, to the extent the member has sick leave credits, for time during which the member is off work as a result of a disease, illness or injury and is awaiting confirmation of entitlement from W.C.B., or where the member rejects W.C.B. and elects to commence an action against a third party for damages in respect of the disease, illness or personal injury.

9.5 Sick Leave Recovery

The Employer is subrogated to the rights of a member who has received sick leave payments pursuant to Section 9.3 of this Collective Agreement, against any third party liable to that member for damages, and may bring an action against a third party in the member's name to recover the wages and/or benefits paid or payable by the Employer. The member shall not enter any agreement for payment of legal fees relating to the wage or benefit portion of a claim for damages without the prior written consent of the Deputy Chief Constable in charge of Human Resources. Where a claim for damages is made to the courts, the member or their representative shall request the presiding judge, or judge and jury, to specify the amount of any award plus interest which is attributable to recovery of wages and benefits.

Upon reimbursement of the wages and/or benefits, the Employer shall reimburse the Sick Leave Plan the amount of money paid out of the Plan in proportion to the total amount of money the member reimburses the Employer for wage loss and/or benefits. This provision includes actions or claims made to ICBC.

9.6 Dental Services Plan

Effective 1997 November 01, the Employer and the Union agree that members shall be entitled to the following dental plan:

- (a) Basic Dental Services (Plan A—provision for payment of 80% of the approved schedule of fees);
- (b) Prosthetics (Plan B—provision for payment of 70% of the approved schedule of fees); and
- (c) Orthodontics (Plan C—provision for payment of 70% of the approved schedule of fees). The lifetime maximum shall be \$2500.00 for employees and their dependents as defined by the Plan.

All members shall participate in the dental plan except those members who were exempted from participation when the dental plan was first established. Any member who was exempted from participation in the dental plan as aforesaid shall not be eligible for participation therein.

The cost of premiums shall be borne 100% by the Employer.

9.7 Benefit Plan Administration

Effective 1997 October 30, the Employer has the unilateral right to administer the Medical Services Plan, the Extended Health Care Plan, the Dental Services Plan and the Group Life Insurance Plan, and in particular has the right to unilaterally select the carrier(s) for the various plans. This unilateral right does not apply to the Psychological Services Plan. This provision shall not be interpreted to mean that the Employer has the unilateral right to change or modify the coverage or content of the referenced benefits packages.

9.8 Complaints Against Members

The Employer hereby affirms that it will be its policy for the duration of this Agreement to make every reasonable effort to ensure that any complaint, other than one which alleges criminal behaviour, from a person other than a member of the Department, against any member, of a nature which could result in suspension, dismissal, demotion or legal action against the member concerned, shall be made in writing to the Employer or to the Chief Constable and shall be signed by the complainant setting forth the grounds for the complaint. In every instance where a complaint of the above nature is received, regardless of the form in which it is received, a copy of such complaint or a statement outlining the complaint, and any other documents which lead to a decision to investigate the complaint, shall be submitted to the member concerned forthwith. No disciplinary proceedings shall be instituted solely on the basis of an unsigned complaint. In any Employer hearing resulting from any of the aforementioned complaints the member concerned may elect to be represented by legal counsel.

9.9 Indemnification of Members

For the purposes of this Section "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 the Corporation Counsel for the City of Vancouver or such other amount as may be agreed upon by solicitor and Corporation Counsel in advance of legal fees being incurred.

- (a) The Employer will indemnify a member who is charged with a criminal offence, or an offence under any provincial statute (other than for minor traffic offenses) arising from the performance, or attempted performance in good faith, of the member's duties as a police officer.
- (b)
 - (i) The Employer will indemnify a member for the reasonable fees for a one hour consultation by the member with a lawyer as to whether the member should make a statement, and if so, in what form, if the member learns that an allegation has been made that the member misconducted themselves in the performance of their duties if the member
 - (1) reasonably believes that the allegation may result in the initiation against the member of proceedings under the criminal code; and
 - (2) has been asked by the Employer or a person in authority to make a statement to anyone about the facts connected with the allegation.
 - (ii) No prior arrangement for indemnification need be made by the member with the Employer before obtaining the advice if fees for only one hour's services will be claimed.
 - (iii) If the member considers the allegation involves a matter that is complex or serious so as to warrant more than one hour's legal assistance the member may, before consulting the lawyer, seek the Employer's agreement to indemnify the member for the cost of more than one hour's services of the lawyer. In such cases the Employer will not unreasonably refuse to agree to indemnify the member for the cost of reasonable and necessary services.
 - (iv) If it is proven that the member did not act in good faith in the performance of the member's duties as a police officer, the Union will indemnify the Employer for the amount properly paid by it pursuant to this subsection.
- (c)
 - (i) If a member is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith of the member's duties as a police officer, and the member has not

been guilty of dishonesty, gross negligence or malicious or willful misconduct, the member shall be represented by counsel appointed by the Corporation Counsel for the City of Vancouver and all necessary and reasonable legal costs and damages shall be borne by the City, PROVIDED THAT the Corporation Counsel is given full authority in the conduct of the action, including authority to settle the action at any time in the manner the Corporation Counsel deems advisable in the circumstances.

- (ii) If Corporation Counsel determines that a conflict exists between a member's defence of a civil action and the City of Vancouver's defence of a civil action then the member may be represented by their own counsel with necessary and reasonable legal costs borne by the City of Vancouver.
- (d) A member who is the subject of a public inquiry by a disciplinary tribunal pursuant to Section 60 of the Police Act arising from acts done in the performance, or attempted performance, in good faith of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member's interests at the inquiry, UNLESS the public inquiry is initiated by the member and the tribunal determines that discipline is warranted, in which case the member shall not be indemnified unless Vancouver City Council, in its discretion, determines that the member should be indemnified.
- (e) A member who appeals the decision of a disciplinary tribunal pursuant to Sections 64 and 65 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.
- (f) A member who causes the death of another person arising from an act arising out of the performance, or attempted performance, in good faith of the member's duties shall be indemnified for the necessary and reasonable legal costs to represent the member at an inquest held pursuant to a statute of the Province of British Columbia.
- (g) Where a member desires to have lawyer representation in a royal commission or proceedings not otherwise referred to in this section the member may, prior to the commencement of the proceedings, request the Employer to recommend to City Council that the City of Vancouver indemnify the member for all or a portion of necessary and reasonable legal costs. Upon receiving such a request the Employer will afford the member an opportunity to appear before it for the purpose of attempting to persuade it that such a recommendation is appropriate. The Employer, having afforded the member such an opportunity may, in its

unqualified discretion, recommend to the City of Vancouver that the request be granted, or that it be granted subject to conditions, or the Employer may deny such request. It is understood that the City of Vancouver may accept, modify or reject the recommendation of the Employer.

- (h) Notwithstanding the other provisions of this Section, members shall NOT be indemnified for punitive damages; for legal costs arising from grievances under the Collective Agreement; for hearings arising from charges under the Police (Discipline) Regulations; for acts or omissions of members which did not arise in, or result from, circumstances peculiar to the execution of police duties; for actions which amount to wilful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for wilful violation of a lawful order.
- (i) Notwithstanding the other provisions of this Section, where two or more members are charged with an offence or made the subject of an action, inquiry, hearing, inquest or royal commission described in paragraphs (i) through (vi), arising out of substantially the same circumstances, the City may limit its indemnification pursuant to this Section to the reasonable legal costs of ONE solicitor to represent the interest of both/all of them, including representation at any appeal, UNLESS the solicitor is of the view that it would be improper for such solicitor 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 Employer and a designate of the Union.
- (j)
 - (i) No notice is required from members seeking indemnity for one hour's consultation under paragraph 9.9(a).
 - (ii) Members who intend to apply for indemnification under any other provision of this Section shall notify the Chief Constable or designate, in writing, within 5 days of receiving formal notification of being charged with a criminal or statutory offence, named defendant in a civil action, or being made subject of a public inquiry, action, hearing, inquest or royal commission. Failure to comply with this paragraph may result in a member being denied indemnification.
- (k) Nothing in this Section shall be interpreted as limiting the Chief Constable's or the Employer's ability to discipline any member of the Department.

9.10 Dependents' Compensation

Where the death of a member arises out of and in the course of the employment of the member as a police officer, compensation shall be paid to the dependents of the deceased member in accordance with Schedule "D" annexed hereto.

9.11 Total Permanent Disability Compensation

Where a member is totally and permanently disabled in the course of employment as a police officer, compensation shall be paid in accordance with Schedule "E" annexed hereto.

9.12 Training Course Transportation

Any member who is required by the Employer to attend a course of training of not less than 5 weeks duration at a location outside the Lower Mainland of British Columbia shall be provided with 1 (one) return flight to Vancouver during the course. Should a member wish to make alternate arrangements regarding the return flight, the member shall obtain the prior approval of the Chief Constable.

9.13 Compassionate Leave

- (a) Emergency leave in the case of the death of a member's wife, husband, common-law spouse, child, grandchild, ward, brother, sister, parent, guardian, parent-in-law, grandparent or other relative if living in the member's household, may be granted without loss of pay for a period not to exceed 3 working shifts, provided that such leave without loss of pay shall not be granted during a member's first 6 months of service;
- (b) Any member who qualifies for emergency leave without loss of pay under Section 9.13(a), and is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of 2 working shifts;
- (c) Requests for leave under Sections 9.13(a) and 9.13(b) shall be submitted to the member's Divisional Commander who will determine and approve the number of days required in each case;
- (d) A member who qualifies for emergency leave without loss of pay under Section 9.13(a) herein may be granted such leave when on annual leave if approved by the member's Divisional Commander. A member who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving approval by the Department, a member may be granted leave of up to one-half (½) working shift without loss of pay in

order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Subsection 9.13(a).

9.14 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

A pregnant member shall be entitled to up to eighteen (18) consecutive weeks of maternity leave and up to twelve (12) consecutive weeks of parental leave. All such leaves shall be without pay, subject to any compensation entitlements which shall be available to members in accordance with section (f) below. The parental leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, a member who is the father of the child shall be entitled to both maternity and parental leave without pay.

(2) Birth Father and Adoptive Parent

A member who is the birth father, the adoptive father or the adoptive mother shall be entitled to up to twelve (12) consecutive weeks of parental leave without pay. The member shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the member.

(3) Extensions - Special Circumstances

A member shall be entitled to extend the maternity leave by up to an additional six (6) consecutive weeks' leave without pay where a physician certifies the member as unable to return to work for medical reasons related to the birth.

A member shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the member's care and custody and the child is certified as suffering from a physical, psychological or emotional condition.

Provided however, that in no case shall the combined maternity and parental leave exceed thirty-two (32) consecutive weeks following the commencement of the leave.

(b) Notice Requirements and Commencement of Leave

- (1) A member who requests parental leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.
- (2) A member shall provide written notice, at least four (4) weeks in advance, of the intended commencement date of the maternity and/or parental leave. (In the case of adoption of a child, the member shall provide as much notice as possible.)
- (3) The Employer may require a pregnant member to commence maternity leave where the duties of the member cannot reasonably be performed because of the pregnancy. In such cases the member's previously scheduled leave period will not be affected.
- (4) A member on maternity leave or parental leave shall provide four (4) weeks' notice prior to the date the member intends to return to work.
- (5) A member who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the member is able to return to work.
- (6) Where a pregnant member gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) Return to Work

On resuming employment a member shall be reinstated to their previous or a comparable position and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity and parental leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and a member may elect not to take that portion of vacation which is unpaid.

(d) Sick Leave

- (1) A member on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (2) Notwithstanding paragraph (d)(1), a member on maternity leave or parental leave who has notified the Staff Development Officer of their intention to return to work pursuant to paragraph (b)(5) and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the member would otherwise have returned to work.

(e) Benefits

- (1) MSP, Dental, EHB, and Group Life Insurance benefits shall continue uninterrupted during the period of time the member is on maternity and/or parental leave provided that the member makes arrangements prior to commencing the leave to pay their share of the benefit premiums for that period where the premiums are cost-shared. Where a member makes arrangements to continue benefits coverage all benefits named in this paragraph shall continue.
- (2) Pension contributions will cease during the period of the leave unless the member makes arrangements prior to commencing the leave to pay the contributions pursuant to the provisions of the Pension (Municipal) Act.

(f) Maternity Leave Supplemental Unemployment Benefit Plan

Effective 1997 October 30, the Employer and the Union agree to implement a Supplemental Unemployment Benefit (SUB) Plan as follows:

1. Birth mothers who are entitled to maternity leave as provided for in Section 9.14 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SUB Plan payments.
2. Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SUB Plan payments.
3. The SUB Plan is intended to supplement the Employment Insurance benefits received by members while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
4. The SUB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and ninety-five percent (95%) of their gross weekly earnings and is paid as follows:
 - (a) For the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (b) Up to an additional eleven (11) weeks will be payable if a member continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence.

5. The Plan meets the requirements of Section 38 of the EI Regulations, specifically that, when combined with a member's weekly EI benefit, the payment will not exceed the claimant's normal weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
6. Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time a member is receiving benefits. Under the SUB Plan, the Employer does not guarantee any specific level of earnings but is liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

9.15 Leave of Absence Without Pay

A member may request a leave of absence without pay for a period not exceeding six (6) months by application to the Chief Constable. Such a request shall not be unreasonably denied by the Chief Constable.

9.16 Per Diem

When a member is required to travel outside the boundaries of the Greater Vancouver Regional District for a period of twenty-four hours or more, the member will receive per diem allowances for meals and expenses in the amount of forty dollars (\$40.00).

10. MEDICAL ATTENDANCE (effective 1997 October 30)

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

11. WORKING CONDITIONS

11.1 Work Week

Subject to the exigencies of the Department, the hours of work shall consist of an eight (8) hour tour of duty per day for five (5) consecutive days each calendar week. It is understood that members shall report not less than fifteen (15) minutes before going on duty.

Work schedules related to various alternate hours of work based on either ten (10), eleven (11), or twelve (12) hour work days are attached to this Agreement as Letters of Understanding, and form a part of this Agreement.

Positions assigned to the Jail are not relieved for rest breaks or meal breaks and are therefore provided with meals in lieu of breaks.

11.2 Promotional Policy

- (a) That with regard to promotion it is agreed that, other things being equal, effect shall be given to seniority.
- (b) The parties to this Agreement acknowledge and accept Section 20 (Police Promotional Plan) of the Vancouver Police Department Regulations and Procedures Manual and such amendments as are approved by the Board on an annual basis and agree to be bound by Section 20 and amendments as referred to in this Section.
- (c) The Employer agrees that before making annual amendments to the Promotional Plan the Union shall have an opportunity to consider such amendments and to make representation to the Board. The Employer further agrees that amendments to the Promotional Plan shall not occur except as stated above, and all such amendments approved by the Board shall occur prior to the commencement of the annual promotional competition.

11.3 Seniority

- (a) Seniority, for the purpose of Section 11.2--Promotional Policy; Section 12--Reduction of Work Force, Layoff, Recall; and for Section 8.1(n)--Annual Leave Signup, shall be defined as the length of continuous full-time service with the Employer since the last enlistment date, subject to required adjustments for periods of absence.
- (b) Any member who leaves the Department and is subsequently re-employed within 1 (one) year shall have their seniority restored, subject to adjustment for the period of the absence.
- (c) Any member who leaves the Department and is subsequently re-employed after a period of 1 (one) year or longer shall not receive credit for previous service.
- (d) Effective 1997 October 30, in the event that a full-time member reverts to Auxiliary employment status and subsequently resumes full-time employment, all without a break in service, then such member shall have their seniority credited with the total number of hours worked as an Auxiliary member.

- (e) No changes shall be made to the seniority list without the consent of both parties to this Agreement.

11.4 Probation

- (a) A police recruit to the Department shall be accepted as a Probationary Constable and shall be placed in a probationary capacity until successful completion of 18 months' service following the date of employment. During the 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) A Probationer Police Nurse or Probationer Custodial Guard shall be placed in a probationary capacity until successful completion of 12 months' service following the date of enlistment.
- (c) The probationary period shall be for the purpose of determining a member's suitability for continued employment. During the probationary period, the employment of a member may be terminated if it can be satisfactorily shown that the member is unsuitable for regular employment.
- (d) Under special circumstances the Employer may extend the probationary period with the consent of the Union. In the case where extension is required the Employer shall give written notice of the reasons for such extension to the Union and to the member.
- (e) A member's suitability for continued employment shall be decided on the basis of factors such as,
 - (i) conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others; and
 - (iv) ability to meet the operational and administrative standards set by the Employer.
- (f) If a member successfully completes the probationary period and continues in the same position as a regular member, seniority and annual leave benefits and other perquisites referable to length of service shall date back to the date of employment.

11.5 Increments

- (a) Upon completion of 12 calendar months' 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 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) After service satisfactory to the Employer for a total of 12 calendar months following the effective date of the incremental increase as set out in paragraph (a) above, a member who has attained Fourth Class rank shall be promoted to Third Class rank.
- (c) After service satisfactory to the Employer at Third Class rank for 12 calendar months, a member shall be promoted to Second Class rank.
- (d) After service satisfactory to the Employer at Second Class rank for 12 calendar months, a member shall be promoted to First Class rank.

11.6 Provisions Respecting Re-employment of Former Members and Employment of a New Member Formerly Employed by Another Accredited Canadian Police Department

- (a) Any member, other than a Probationer Constable, who leaves the Department, and is subsequently re-employed within 1 (one) year from the date of leaving the Department, shall be reappointed to the rank held at the time the member's employment is terminated; provided however that under no circumstances shall that member be reappointed to a rank higher than First Class Constable. The re-employed member shall be placed in a probationary status for 6 months and the provisions of Section 11.4(c) to (f), Probation, shall apply as though the member were a Probationer Constable.
- (b) Any member who leaves the Department, and is subsequently re-employed after a period of 1 (one) year following the date of leaving the Department, shall be reappointed to the rank immediately below that held at the time the member's employment terminated; provided however that under no circumstances shall that member be reappointed to a rank higher than Second Class Constable. The re-employed member shall be placed in a probationary status for 12 months and the provisions of Section 11.4(c) to (f), Probation, shall apply as though the member were a Probationer Constable.
- (c) Any new member may be appointed to the rank of Second Class Constable who was employed at the rank of First Class Constable or higher by another accredited Canadian Police Department during the year immediately prior to the

new member's employment by the Employer and meets the requirements of the British Columbia Police Academy. The new member shall be placed in a probationary status for 12 months and the provisions of Section 11.4(c) to (f), Probation, shall apply as though the new member were a Probationer Constable.

11.7 Occurrence of Sickness While on Duty

Any member compelled to report off duty for sickness occurring whilst on shift and having completed 4 or more hours of the member's tour will be deemed to have completed the tour of duty. If the member reports off duty prior to the completion of 4 hours' duty, ½ (one-half) day will be deducted from the member's accumulated sick leave credits.

11.8 Compliance with Administrative Regulations

- (a) The Union agrees from time to time and whenever so requested, to furnish the Employer with a copy of its constitution and by-laws with amendments and a list of the officers of the Union.
- (b) Nothing in this Agreement shall affect or abridge the disciplinary powers heretofore held or exercised by the Employer.
- (c) Save as herein contained, all reasonable privileges and concessions enjoyed by either party prior to the signing of this Agreement shall continue in full force and effect and shall not be affected by this Agreement.

11.9 Method of Pay

- (a) Bi-weekly pay rates shall be derived from monthly rates in accordance with the following formula:

$$\frac{\text{monthly rate} \times 12}{26.089} = \text{bi - weekly rate} \quad (\text{rounded to 2 decimal places})$$

- (b) All pay adjustments shall be made on the basis of hourly pay rates calculated in accordance with the following formula:

$$\frac{\text{bi - weekly rate}}{80}$$

- (c) While a member is off duty on full pay no reduction shall be made on the perquisites that apply to the member's position.

11.10 Changes Affecting the Agreement

The Employer agrees that any reports or recommendations made to the Employer dealing with matters covered by this Agreement, including recommendations for changes in methods of operation that may affect wage rates, work loads or reduction of employment, will be communicated to the Union at such intervals before they are dealt with by the Employer as to afford the Union reasonable opportunity to consider them and make representation to the Employer concerning them, and further, that if any of the members are deprived of employment by any implementation of such change, they shall receive priority consideration for other employment with the Employer.

11.11 Parking for Members

The Employer agrees to provide 150 parking stalls within a reasonable distance of 312 Main Street and 10 stalls near the CLEU building for which the Union agrees to pay \$800.00 monthly toward maintenance costs. The Employer shall endeavour to provide overflow parking on squad development days and shall endeavour to provide parking for five (5) "overheight" vehicles.

11.12 Consultation

- (a) While it shall remain the ultimate prerogative of the Chief Constable to establish and maintain the Annual Leave Signup Procedure and Shift Ladders, as soon as possible following a decision to amend the Annual Leave Signup Procedure or to make a major amendment to Shift Ladders, and in any event not less than 45 calendar days prior to implementation, the Employer shall notify the Union for the purpose of meeting with the Union to obtain the Union's advice regarding the proposed amendments. Should the proposed amendments be in a written form the Employer agrees to provide the Union with a written copy of the proposed changes.

Upon receipt of the proposed amendments from the Employer, the Union shall meet with the Employer within 10 calendar days to provide to the Employer its advice regarding the proposed amendments.

- (b) It is understood and agreed that major amendments to the Shift Ladders shall occur prior to the Annual Leave Signup.

12. REDUCTION OF WORKFORCE, LAYOFF, RECALL

12.1 Definitions

For the purposes of this Section 12, the following definitions apply:

- (a) "Layoff" means the temporary or permanent termination of employment of a member as a result of the Employer's decision to reduce the workforce;

- (b) "Seniority" means the length of continuous full-time service with the Employer since the member's last enlistment date subject to required adjustments for periods of absence;
- (c) "Qualified" means having the skills, knowledge and abilities to perform the duties and fulfill the responsibilities of a position and "qualifications" has a similar meaning; qualifications will be determined by the Employer subject to the Union's recourse to the grievance procedure;
- (d) "Bump" means the displacement of one member in an eligible lateral or lower position by another member having the qualifications and possessing greater seniority;
- (e) "Eligible Lateral Positions" means a position for which a member is qualified which is at the same pay level;
- (f) "Eligible Lower Position" means a position for which a member is qualified which is at a lower pay level.

12.2 Notification to Union

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

12.3 Notification to Members

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

12.4 Reduction in Rank

- (a) Reduction of the number of members in a rank shall be carried out in reverse order of date of appointment to that rank, that is on the principle of last promoted, first to be reduced in rank. In no event however, shall any member be reduced more than one rank before all others previously in the lower rank have been reduced to the next lowest rank. Upon being reduced in rank, members shall be placed on the eligibility for promotion list, such that they resume rank in the same order as their original date of appointment to that rank.
- (b) For the purposes of this Section 12, the classifications of Constable and Police Nurse shall be deemed to be of equal rank; the classification of Custodial Guard

shall be deemed to be of subordinate rank to those of Constable and Police Nurse. Therefore, a senior, qualified Constable shall be eligible to bump into an eligible lateral position of a junior Police Nurse; both a qualified Constable and a qualified Police Nurse shall be eligible to bump into an eligible lower position of Custodial Guard.

12.5 Layoff

- (a) Members shall be laid off in the order of reverse seniority.
- (b) Medical and Dental coverage for laid off members shall cease as of the last day of the month during which the layoff commenced. All other benefits shall cease on the day of the layoff.
- (c) At least 5 working days prior to their effective date of layoff members will be required to elect in writing to avail themselves of the procedures set forth in Section 12.6--Recall OR Section 12.7--Compensation. If a member fails to make such election within the specified period the member shall be deemed to have elected compensation pursuant to Section 12.7.

12.6 Recall

In recalling members who have been laid off, the following terms and conditions shall apply only to laid off members who have elected this process pursuant to paragraph (c) of Section 12.5:

- (a) No new members shall be hired following a layoff 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 3 years immediately following the date of layoff.
- (c) Laid off members shall be responsible for ensuring that the Employer is notified of their most current mailing address and telephone number.
- (d) In recalling a laid off member, the Employer shall advise the member by double-registered letter directed to the latest mailing address provided by the member, and shall also advise the Union by copy of such letter.
- (e) A laid off member who does not respond within 7 calendar days of the initial attempt of the Employer to make contact with such member shall have no further right to recall under this Section.

- (f) Upon making contact with a laid off member as outlined in paragraph (d) above, the Employer shall notify the member of the time and place for reporting to work, providing that the Employer shall, on request, allow the member to report to work up to 14 days from the date of the Employer's initial attempt to contact the member, or at the discretion of the Employer whose approval shall not be unreasonably withheld, up to an additional 14 days.
- (g) A laid off member who refuses 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.
- (h) Nothing in this Section shall prohibit a member who has forfeited their rights to recall from applying for vacancies (following such time as all eligible laid off members have been given a reasonable opportunity of recall) and being appointed in accordance with the provisions of Section 11.6(b) of the Collective Agreement.

12.7 Compensation

The following shall apply only to laid off members who have elected this process, or who are deemed to have elected this process, pursuant to paragraph (c) of Section 12.5:

- (a) For the purpose of paragraph (b) only:

"Week's Pay" means a laid off member's straight-time hourly classified rate of pay, excluding all premium pay, times 40 normal weekly hours.
- (b) Laid off members shall be entitled to compensation of 2 weeks' pay for between 6 months and 2 years of continuous service and 1 additional week's pay for each continuous year of service thereafter, subject to a total maximum of 8 weeks' pay.
- (c) Members who elect or are deemed to have elected compensation pursuant to paragraph (c) of Section 12.5 shall be considered terminated on the effective date of layoff.

13. PENSIONS

- (a) Subject to Section 9(1) of the Pension (Municipal) Act R.S.B.C. 1979 c. 317 the Employer agrees to participate as to ½ (one-half) of the cost determined by the Commissioner of Municipal Superannuation to extend the pensionable service of a member covered by this Agreement up to a maximum of 1 (one) year. It is understood that this extension shall represent that period of time served by the member in a probationary capacity as a Police Officer, a Custodial Guard or a

Police Nurse with the Department and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:

- (i) only a member with a vested interest in the Municipal Superannuation Plan who has reached the minimum age of retirement as defined in the Pension (Municipal) Act or a member who qualifies for a disability allowance under Section 14 of the Pension (Municipal) Act shall be eligible; and
 - (ii) a member who is eligible hereunder by reason of their qualification for a disability allowance and wishes to take advantage of this benefit shall notify the Employer of their election to do so prior to terminating employment.
- (b) (i) Any member who has completed 25 years of pensionable service and has attained the age of 50 years, may apply to retire with a pension which is not reduced for early retirement. In any such case the Employer agrees to contribute $\frac{1}{2}$ (one-half) of the amount as determined by the Commissioner of Municipal Superannuation to 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 early retirement of the member and the member shall pay the remaining $\frac{1}{2}$ (one-half); and
- (ii) any member who has attained the age of 50 years, and has completed 25 years of service with the Employer, but who has completed less than 25 years of pensionable service, may extend their pensionable service up to a maximum of one year pursuant to the terms and conditions set forth in Section 13(a) of this Agreement, and may thereupon become eligible for the benefit contained in Section 13(b)(i).

14. GRIEVANCE PROCEDURE

14.1 Other Disputes

Any dispute as the same is defined in the Labour Relations Code with respect to any matter not covered by the terms of this Agreement shall, during the term of this Agreement, be the subject of collective bargaining between the parties hereto, it being understood that the bargaining representatives of the Union may meet in the first instance with the Chief Constable.

14.2 Grievances

Any differences concerning the dismissal, discipline, or suspension of a member, or the interpretation, application or operation of this Agreement or concerning any alleged

violation of this Agreement shall be finally and conclusively settled without stoppage of work in the following manner:

- (a) The grievance shall be stated in writing and submitted to the Chief Constable or representative. Should the Chief Constable or representative be unable to settle the matter within 7 days after receipt of the grievance, the Chief Constable or representative shall submit the grievance to the Employer.
- (b) The Employer and the aggrieved member, the Grievance Committee of the Union and/or the Bargaining Representatives of the Union shall meet within 14 days after receipt of the grievance from the Chief Constable and make every effort to settle the grievance.
- (c) Should no settlement be reached under Section 14.2(b) within 10 days, or within such further period as may be mutually agreed upon, the grievance shall be submitted to a Board of Arbitration of 3 persons, one to be chosen by each party and the third, who shall be Chairman, by the two so chosen. The findings of such Board of Arbitration shall be final and binding upon both parties.

15. ACCESS TO PERSONNEL RECORDS

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

16. TECHNOLOGICAL CHANGE

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representative of the two parties to this Agreement.

Where the Employer introduces or intends to introduce, a technological change, that:

- (a) affects the terms and conditions, or security of employment of a significant number of members to whom this Agreement applies; and

(b) alters significantly the basis upon which this Agreement was negotiated;

either party may, if the dispute cannot be settled in direct negotiations, refer the matter directly to an arbitration board constituted under Section 14.2 of this Agreement bypassing all other steps in the grievance procedure.

The arbitration board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the arbitration board:

(a) shall inform the Minister of Labour of its finding; and

(b) may then or later make any one or more of the following orders:

(i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;

(ii) that the Employer will not proceed with the technological change for such period, not exceeding 90 days, as the arbitration board considers appropriate;

(iii) that the Employer reinstate any member displaced by reason of technological change;

(iv) that the Employer pay to that member such compensation in respect of the member's displacement as the arbitration board considers reasonable.

The Employer will give to the Union in writing at least 90 days' notice of any intended technological change that:

(a) affects the terms and conditions or security of employment of a significant number of the members to whom this Agreement applies; and

(b) alters significantly the basis upon which this Agreement was negotiated.

17. ABSENCE FROM DUTY OF UNION OFFICIALS

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

18. PROVISION OF COLLECTIVE AGREEMENTS

The Employer shall contribute 50% of the cost, to a maximum of one thousand dollars (\$1000.00), towards the cost of printing pocket-sized 1997-1999 Collective Agreements subject to the following conditions:

- (a) the Employer be provided with a reasonable opportunity to review the draft Agreement prior to printing in order to confirm that it conforms in all aspects with the "TRUE" signed copies of this 1997-1999 Collective Agreement; and
- (b) that the number of Collective Agreements printed be sufficient to provide each member in the bargaining unit with 1 (one) copy, and an additional 50 copies for the Department's use.

19. POSTING OF CAREER OPPORTUNITIES

- (a) Notwithstanding the Employer's right to freely transfer members within their rank, for the purpose of reminding members of potential career opportunities which may exist and to give members the opportunity to express an interest in them, the Employer shall publish notices of potential positions as set out in Section 19(b).
- (b) Notices of potential positions shall be published twice annually in the "Daily Bulletin" for a duration of one week each. The notice shall designate a person to be contacted should a member wish to register their interest.
- (c) Members will be responsible for registering their interest in a position with the contact person at least once annually.
- (d) In making appointments to positions the Employer will include in its consideration members who have registered their interest in such positions within the preceding year, in accordance with this Section.

20. EMPLOYMENT EQUITY

While the Employer and the Union are committed to maintaining the highest possible standards for the recruitment of new members, they also support employment equity programs (promoting equality of access to employment and advancement) which will assist visible minorities, persons with disabilities, First Nations peoples, and women in gaining entry into employment and which will provide equality of opportunity for advancement. It is understood that this section shall not supercede any other provision of this Agreement.

21. SHIFTING COMMITTEE

The Joint Shifting Committee is constituted by the Parties as a standing committee. The role of the Committee is to review, consider and make recommendations to the Chief Constable with respect to any proposed changes to established shifting arrangements. The Joint Shifting Committee shall be comprised of the following members:

- Deputy Chief Constable i/c Patrol Division
- Inspector i/c of the Team or Squad under review
- Two members appointed by the Union
- Analytical support staff as required.

22. PATROL DIVISION DEPLOYMENT

Normal deployment of the Patrol Division shall be undertaken so as to ensure that a minimum of sixty percent (60%) of the cars deployed are deployed as two-person cars. However if, by reason of accident, illness, annual leave or an authorized or unavoidable leave situation, or due to an urgent or high priority policing situation arising which temporarily creates a shortage of staff available for normal patrol duties, a change to such deployment may be authorized by the Deputy Chief Constable i/c Patrol Division or his designate.

23. CONFLICT WITH REGULATIONS AND PROCEDURES MANUAL

In the event of any conflict between this Agreement and the conditions of service or working conditions contained in the Vancouver Police Department Regulations and Procedures Manual, the provisions of this Agreement shall apply.

24. BARGAINING PROCESS

At any time within the 12 months immediately preceding expiry of the term of this Collective Agreement, either party may serve notice on the other of its intention to commence discussions regarding the process by which the Agreement might be renewed.

At any time following the commencement of such discussions, either party may apply to the Associate Chair in charge of the Labour Relations Board's Dispute Resolution Division and request the appointment of a Mediation Officer to assist the parties in resolving any differences between them regarding the matter of a bargaining process.

25. NO DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination or coercion exercised or practiced with respect to any employee by reason of legal activity in the Union.

26. SCHEDULES

Schedules "A", "B", "C", "D", "E", "F", "G", and "H", respectively are an integral part of this Agreement.

Signed this ____ day of _____, 1998, in the City of Vancouver in the Province of British Columbia.

SIGNED on behalf of the VANCOUVER
POLICE BOARD:

SIGNED on behalf of the VANCOUVER
POLICE UNION:

Chairman

President

Member

Director

Member

Director

Member

Director