

SCHEDULE "A"PART ARATES OF PAY FOR CLASSES OF POSITIONS

Covered by Agreement Between  
The Vancouver Police Board and  
The Vancouver Police Union  
Effective 1997 January 01 - 1999 December 31

Key: A = 1997 January 01 - 1997 June 30  
B = 1997 July 01 - 1997 December 31  
C = 1998 January 01 - 1998 December 31  
D = 1999 January 01 - 1999 December 31

<u>Rank</u>	<u>Index (%)</u>	<u>Effec. Date</u>	<u>Monthly (\$)</u>	<u>Bi-Weekly (\$)</u>	<u>Hourly (\$)</u>
Custodial Guard: Probationer	72	A	3245	1492.58	18.66
		B	3277	1507.30	18.84
		C	3326	1529.84	19.12
		D	3376	1552.84	19.41
3rd Class	76	A	3425	1575.38	19.69
		B	3460	1591.48	19.89
		C	3511	1614.93	20.19
		D	3564	1639.31	20.49
2nd Class	84	A	3786	1741.42	21.77
		B	3824	1758.90	21.99
		C	3881	1785.12	22.31
		D	3939	1811.80	22.65
1st Class	92	A	4146	1907.01	23.84
		B	4188	1926.33	24.08
		C	4250	1954.85	24.44
		D	4314	1984.28	24.80
After 10 years	95	A	4282	1969.57	24.62
		B	4324	1988.88	24.86
		C	4389	2018.78	25.23
		D	4455	2049.14	25.61
Constable: Probationer	65	A	2930	1347.69	16.85

SCHEDULE "A" - PART A (cont'd)

Page 2

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<u>Rank</u>	<u>Index</u> (%)	<u>Effec.</u> <u>Date</u>	<u>Monthly</u> ( <u>\$</u> )	<u>Bi-Weekly</u> ( <u>\$</u> )	<u>Hourly</u> ( <u>\$</u> )	
		B	2959	1361.03	17.01	
		C	3003	1381.27	17.27	
		D	3048	1401.97	17.52	
4 <sup>th</sup> Class	75	A	3380	1554.68	19.43	
		B	3414	1570.32	19.63	
		C	3465	1593.78	19.92	
		D	3517	1617.69	20.22	
3 <sup>rd</sup> Class	80	A	3606	1658.63	20.73	
		B	3642	1675.19	20.94	
		C	3696	1700.03	21.25	
		D	3751	1725.32	21.57	
2 <sup>nd</sup> Class	90	A	4056	1865.61	23.32	
		B	4097	1884.47	23.56	
		C	4158	1912.53	23.91	
		D	4220	1941.05	24.26	
1 <sup>st</sup> Class	100	A	4507	2073.06	25.91	
		B	4552	2093.76	26.17	
		C	4620	2125.03	26.56	
		D	4689	2156.77	26.96	
After 10 years & fulfilled require- ments for increment (See Note 6)	105	A	4732	2176.55	27.21	
		B	4780	2198.63	27.48	
		C	4851	2231.29	27.89	
		D	4923	2264.40	28.31	
After 15 years & fulfilled require- ments for increment (See Note 6)	110	A	4958	2280.50	28.51	
		B	5007	2303.04	28.79	
		C	5082	2337.54	29.22	
		D	5158	2372.49	29.66	
Constable:	After 20 years & fulfilled require- ments for increment	115	A	5183	2383.99	29.80
			B	5235	2407.91	30.10
			C	5313	2443.79	30.55

SCHEDULE "A" - PART A (cont'd)

Page 3

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<u>Rank</u>		<u>Index</u> (%)	<u>Effec.</u> <u>Date</u>	<u>Monthly</u> ( <u>\$</u> )	<u>Bi-Weekly</u> ( <u>\$</u> )	<u>Hourly</u> ( <u>\$</u> )
	(See Note 6)		D	5392	2480.13	31.00
Police Nurse:	Probationer	76	A	3425	1575.38	19.69
			B	3460	1591.48	19.89
			C	3511	1614.93	20.19
			D	3564	1639.31	20.49
	3 <sup>rd</sup> Class	84	A	3786	1741.42	21.77
			B	3824	1758.90	21.99
			C	3881	1785.12	22.31
			D	3939	1811.80	22.65
	2 <sup>nd</sup> Class	92	A	4146	1907.01	23.84
			B	4188	1926.33	24.08
			C	4250	1954.85	24.44
			D	4314	1984.28	24.80
	1 <sup>st</sup> Class	100	A	4507	2073.06	25.91
			B	4552	2093.76	26.17
			C	4620	2125.03	26.56
			D	4689	2156.77	26.96
	After 10 years	102	A	4597	2114.45	26.43
			B	4643	2135.61	26.70
			C	4712	2167.35	27.09
			D	4783	2200.01	27.50
Sergeant:		120	A	5408	2487.49	31.09
			B	5462	2512.32	31.40
			C	5544	2550.04	31.88
			D	5627	2588.22	32.35
Sergeant:	Fulfilled require- ments for increment (See Note 6)	125	A	5634	2591.44	32.39
			B	5690	2617.19	32.71
			C	5775	2656.29	33.20
			D	5861	2695.85	33.70

SCHEDULE "A" - PART A (cont'd)

Page 4

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<u>Rank</u>	<u>Index</u> (%)	<u>Effec.</u> <u>Date</u>	<u>Monthly</u> (\$)	<u>Bi-Weekly</u> (\$)	<u>Hourly</u> (\$)
Fulfilled require- ments for increment (See Note 6)	130	A	5859	2694.93	33.69
		B	5918	2722.07	34.03
		C	6006	2762.54	34.53
		D	6096	2803.94	35.05

SCHEDULE "A"PART B

This Part lists ranks (Corporal, Detective, and Staff Sergeant) or rank indices (for Constables and Sergeants prior to restructuring) which have been discontinued pursuant to the Restructuring of the Ranks as outlined in Letter of Understanding #9 of Schedule "H". The discontinued ranks and rank indices are included in this Part in order to identify the rates of pay for incumbents of the discontinued ranks and to identify the rates of pay for Constables and Sergeants who are entitled to the discontinued rank indices.

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<u>Rank</u>	<u>Index</u> (%)	<u>Effec.</u> <u>Date</u>	<u>Monthly</u> ( <u>\$</u> )	<u>Bi-Weekly</u> ( <u>\$</u> )	<u>Hourly</u> ( <u>\$</u> )
Constable: Probationer	76	A	3425	1575.38	19.69
		B	3460	1591.48	19.89
		C	3511	1614.93	20.19
		D	3564	1639.31	20.49
3 <sup>rd</sup> Class	84	A	3786	1741.42	21.77
		B	3824	1758.90	21.99
		C	3881	1785.12	22.31
		D	3939	1811.80	22.65
2 <sup>nd</sup> Class	92	A	4146	1907.01	23.84
		B	4188	1926.33	24.08
		C	4250	1954.85	24.44
		D	4314	1984.28	24.80
1 <sup>st</sup> Class	100	A	4507	2073.06	25.91
		B	4552	2093.76	26.17
		C	4620	2125.03	26.56
		D	4689	2156.77	26.96
After 10 years	102	A	4597	2114.45	26.43
		B	4643	2135.61	26.70
		C	4712	2167.35	27.09
		D	4783	2200.01	27.50
After 10 years qualified	105	A	4732	2176.55	27.21
		B	4780	2198.63	27.48
		C	4851	2231.29	27.89
		D	4923	2264.40	28.31

SCHEDULE "A" - PART B (cont'd)

Page 2

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<u>Rank</u>	<u>Index</u> (%)	<u>Effec.</u> <u>Date</u>	<u>Monthly</u> ( <u>\$</u> )	<u>Bi-Weekly</u> ( <u>\$</u> )	<u>Hourly</u> ( <u>\$</u> )
Corporal	115	A	5183	2383.99	29.80
		B	5235	2407.91	30.10
		C	5313	2443.79	30.55
		D	5392	2480.13	31.00
		Fulfilled require- ments for increment (See Note 7)	120	A	5408
		B	5462	2512.32	31.40
		C	5544	2550.04	31.88
		D	5627	2588.22	32.35
Detective	115	A	5183	2383.99	29.80
		B	5235	2407.91	30.10
		C	5313	2443.79	30.55
		D	5392	2480.13	31.00
		Fulfilled require- ments for increment (See Note 7)	120	A	5408
		B	5462	2512.32	31.40
		C	5544	2550.04	31.88
		D	5627	2588.22	32.35
Sergeant	125.5	A	5656	2601.56	32.52
		B	5713	2627.77	32.85
		C	5798	2666.87	33.34
		D	5885	2706.89	33.84
Staff Sergeant	135	A	6084	2798.42	34.98
		B	6145	2826.48	35.33
		C	6237	2868.80	35.86
		D	6330	2911.57	36.39
		Fulfilled require- ments for increment (See Note 7)	140	A	6310
		B	6373	2931.35	36.64
		C	6468	2975.05	37.19
		D	6565	3019.66	37.75

SCHEDULE "A"PART CNOTES:

1. A Constable who is required to perform the duties and responsibilities of an Evidence Technician or an Accident Reconstructionist shall be compensated in accordance with the following indices while so employed:

105% of the First Class Constable rate

After 10 years - 107% of the First Class Constable rate

After 10 years qualified - 110% of the First Class Constable rate.

Pursuant to the interest arbitration award dated 1997 October 30 and pursuant to the agreement between the Employer and the Union dated 1997 December 03, the premium identified in this Note 1 shall be discontinued effective 1998 December 31; this Note 1 shall be removed in its entirety when drafting the subsequent Collective Agreement.

2. A member who is a qualified Field Trainer and is required to perform field training duties shall receive, in addition to regular pay, daily compensation in the amount of one-half (½) of the difference between the daily rate of a 1st Class Constable (rank index of 100%) and the daily rate of a 1<sup>st</sup> Class Constable (rank index of 115%) for the time worked as a Field Trainer. The Field Trainer allowance is as follows:

Effec.

<u>Date</u>	<u>8 Hr. Day</u>	<u>10 Hr. Day</u>	<u>11 Hr. Day</u>
A	15.55	19.44	21.38
B	15.71	19.64	21.60
C	15.94	19.92	21.92
D	16.17	20.21	22.23

The Field Trainer allowance is calculated as follows:

(115% hourly rate x daily hours) rounded to 2 decimals

less

(100% hourly rate x daily hours) rounded to 2 decimals

x 50%

SCHEDULE "A" - PART C (cont'd)

Page 2

3. A member who is required to perform in the capacity of Dog Handler shall receive, in addition to regular pay, monthly compensation in the amount of 4.0% of the monthly rate for a 1st Class Constable. The Dog Handler allowance is as follows:

Effec.

Date

A	180.28
B	182.08
C	184.80
D	187.56

4. The four Custodial Guards designated as 'Records Jailers' shall be eligible for receipt of 100% of the First Class Constable rate of pay following completion of twenty (20) years of service. This long service premium shall not be available to members who may from time to time act in any of the four designated positions.
5. A Police Nurse who is required to perform the duties and responsibilities of the Administrative Nurse shall be compensated in accordance with the following indices while so employed:
- 104% of the First Class Constable rate  
After 10 years - 106% of the First Class Constable rate.
6. Requirements for increments as outlined in Letter of Understanding #10 of Schedule "H".
7. Effective 1998 December 31, in order to commence receipt of a subsequent increment, an eligible Corporal, Detective, or Staff Sergeant must have successfully completed on his/her own time (and following 1997 October 30) one external course of study approved by the Department and have successfully passed an examination set and administered by the Department.

SCHEDULE "B"

This is the Schedule referred to in  
Section 26 of this Agreement

- A. The terms and conditions of this Collective Agreement between the Vancouver Police Board and the Vancouver Police Union shall apply to Auxiliary members save and except for the following provisions thereof:

Section 6.1	Clothing Allowance
Section 6.2	Motorcycle Pay
Section 6.3	Service Pay
Section 6.6	Special Allowance
Section 6.7	Issue of Batons
Section 7.1	Calculation of Overtime
Section 7.2	Election Respecting Compensation
Section 7.3	Extended Tour of Duty
Section 7.4	Callouts
Section 7.5	Court Time Schedule Denotification
Section 8.1	Annual Leaves
Section 8.2	Public Holidays
Section 8.3	Supplementary Annual Leave
Section 9.1	Medical Services Plan and Extended Health Care Plan
Section 9.2	Group Life Insurance
Section 9.3	Sick Leave and Gratuity Plan
Section 9.6	Dental Services Plan
Section 9.14	Maternity and Parental Leave
Section 11.1	Work Week
Section 11.2	Promotional Policy
Section 11.3	Seniority
Section 11.4	Probation
Section 11.5	Increments
Section 11.7	Occurrence of Sickness While on Duty

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

1. Overtime

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

SCHEDULE "B" (cont'd)

Page 2

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

2. Court Time

Subsection 7.5(C) shall not apply to Auxiliary members; instead, for attendance at Court on any day an Auxiliary member is not scheduled to work, the following provisions shall apply:

Morning Session	4 hours
Afternoon Session	4 hours.

3. Payment in Lieu of Benefits

- (a) Auxiliary members shall be paid an amount equal to 12% of their regular earnings which premium payment shall be considered to be in lieu of all member benefits, including those providing for time off with pay, provided however, that those Auxiliary members who have completed 1500 hours of work within any two (2) consecutive calendar years shall have such pay in lieu of benefits increased to 16% of their regular earnings.
- (b) No other health and welfare benefits shall be provided to Auxiliary members.

4. Increments

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

- C. Any new or amended provisions resulting from the renewal of the 1995-1996 Collective Agreement or the renewal of subsequent Collective Agreements between the Vancouver Police Board and the Vancouver Police Union, shall not apply to Auxiliary members

unless the parties specifically agree to extend the new or amended provision to such members.

SCHEDULE "C"

This is the Schedule referred to  
in Section 9.3 of this Agreement

SICK LEAVE AND GRATUITY PLANGRATUITY PLAN(a) How Accumulated

Subject to Clauses (b), (c) and (d) of this Gratuity Plan, a member shall be credited with eight (8) hours for each complete quarter of every calendar year worked by such member and not more than thirty-two (32) hours for each calendar year worked. An additional credit of eight (8) hours shall be given for each completed calendar year during which the member was not on paid sick leave. A member may accumulate a credit of not more than nine hundred sixty (960) hours under this Gratuity Plan.

(b) Deduction

A deduction is made from the current year's gratuity credits for all hours absent on sick leave with pay, except that such deduction shall not exceed thirty-two (32) hours in any one calendar year nor more than eight (8) hours in any quarter of any one calendar year, or for any one illness. The total gratuity credited to each member at December 31st of each calendar year will remain to such member's credit regardless of time lost in any subsequent year through illness or any other reason.

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

(c) Establishment

- (1) Transferred members or new groups placed under this plan shall receive benefits from the same date that such members come under the Sick Leave Plan set forth in this Schedule and the initial net credits shall be determined by a summarization of the attendance records for the past 6 years' employment with the Police Board.
- (2) New members commence accumulating from the effective date of employment, but receive no credits until the completion of 6 months' service.

(d) Payment of Gratuity(1) In Time Off(i) Initial Leave

To be eligible, a member must have completed 5 or more years of continuous service.

(ii) Subsequent Leave

Leave may be taken in any subsequent year subject to approval of the Department.

(iii) General Conditions

The minimum leave which shall be taken shall be forty (40) hours and the maximum leave one hundred sixty (160) hours. Gratuity leaves must be taken during a period that will not affect the efficient operation of the Department, and it shall be subject to the approval of the Department. Only one period of gratuity leave may be taken in a calendar year.

(iv) Method of Reporting

The reporting of Time Off under this Plan shall be by Salary Attendance Profile prior to departure on leave by the member.

(2) In Cash

The earned gratuity credits shall be paid in the following circumstances:

- (i) normal retirement at minimum to maximum retirement age;
- (ii) death in service;
- (iii) permanent disability; or
- (iv) when a member with a minimum of 3 years' service leaves the service of the Employer.
- (v) The Employer will make payments of an aggregate maximum in any 1 (one) calendar year of \$300,000.00 to the members with 5 or more years of continuous service who, not later than 30 November in the immediately preceding year, have notified the Department of their desire to be paid in cash for their accumulated gratuity days or a portion thereof. In the event that requests are received by the Department for payment of a greater

amount than the aforesaid maximum, then the available funds will be distributed to the members in order of their seniority in the Department. Cash payments will be made for a minimum amount of forty (40) hours and without any maximum for individual members. No member may make more than one withdrawal in cash within a 5-year period.

### SICK LEAVE

#### (a) Sick Leave Plan

A Sick Leave Plan based on the following shall apply to all members

- (1) No sick leave with pay shall be granted except after 6 months' continuous service with the Employer.
- (2) Sick leave of eighty (80) hours shall be credited semi-annually on June 30th and December 31st commencing with the completion of the first 6 months of service at which date eighty (80) hours' credit shall be given.
- (3) Sick leave entitlement at a given date shall be the accumulated credit at the last semi-annual date less any sick leave with pay taken subsequent to that date. Note: When sick credits are exhausted, no further credits are posted to the member's record unless the member returns to duty for at least forty (40) consecutive hours.
- (4) When sick leave is earned for a period of less than 6 months, a month shall be equivalent to a credit of twelve (12) hours and no credit shall be given for a part of a month.
- (5) Earned sick leave may be accumulated. There shall be no maximum as to the number of hours which may be accumulated.
- (6) A deduction shall be made from accumulated sick leave credit of all hours absent with pay due to illness except those resulting from an accident on the job for which the member is covered by Workers' Compensation payments.

However, deductions shall be made if the injury is not covered by the Workers' Compensation Board solely because time absent is less than the qualifying period. Note: See Clause (b) of Gratuity Plan set forth in this Schedule for non-effect on gratuity benefits.

- (7) The initial accumulative net credit at the time of installation of the Sick Leave Plan shall be determined by a summarization of the attendance records for the 6 years immediately prior to the said date of installation.
- (8) Any member requesting sick leave with pay may be required to produce a certificate from a duly qualified medical practitioner licensed to practice in the Province of British Columbia, certifying that such member is unable to carry out their duties due to illness.
- (9) Full sick leave credits will be given for absence in the following circumstances:
- (i) accident on job (Workers' Compensation case) except where a person is receiving a disability benefit pursuant to Schedule "E";
  - (ii) leave due to illness, either with or without pay.
- (10) No credit will be given in the following circumstances:
- (i) leave with or without pay for reasons other than illness;
  - (ii) suspension without pay.

Note: Normal sick leave credits will be reduced for absences in excess of 1 (one) month, and such reduction shall be 1/12 (one-twelfth) of annual credits for each excess month or portion of a month greater than ½ (one-half).

(b) Members Transferred to Inside Staff

Such members shall be given the same credit as employees of the Inside Staff, i.e., the initial accumulated net credit, at date of transfer, shall be determined by a summarization of the attendance records for the preceding 6 years.

(c) Inadequate Records

In all cases where adequate records are not available, the members concerned will be credited with 50% of the full sick pay credit for the previous 6 years.

(d) Expiry of Sick Credits--Reporting of

On expiry of sick credits, a Staff Action Form (Leave of Absence Without Pay) to be issued, indicating expiry date.

(e) Members With Limited Ability

It is the policy of the Police Board to endeavour to place in work more suited to their abilities such members who, through ill health, are unable to perform the duties assigned to them, it being understood that no assurance is given that such members can always be so placed.

SCHEDULE "D"

This is the Schedule referred to  
in Section 9.10 of this Agreement

DEPENDENTS' COMPENSATION

1.01 For the purposes of this Schedule, the following terms shall have the meanings hereinafter specified, save as otherwise provided:

"full pay" means a sum equal to the regular monthly rate of pay of the member for the class or position regularly held by such member at the date of the member's death in accordance with the scale of remuneration set out in Schedule "A" to the Collective Agreement between the Employer and the Union under which the deceased member was bound on such date and any subsequent amendments to or renewals of such Collective Agreement made by the Employer and the Union from time to time under which the deceased member would have been bound but for the member's death had the member continued to be employed in the same class of position;

For the purposes of this definition, a member employed in an acting or temporary senior capacity is not a member employed in their regular class of position, and when computing the regular monthly rate of pay of the member, overtime rates of pay, shift differential, service pay and other premium payments, pay, allowances or benefits shall not be included;

"widow" means the surviving dependent widow of a member who was wholly or partially dependent upon the member's earnings at the time of the member's death;

"dependent widower" means the surviving dependent widower of a member who was wholly or partially dependent upon the member's earnings at the time of the member's death;

"child" means

- (a) a child under the age of 18 years, including a child of the deceased member yet unborn,
- (b) an invalid child of any age, and
- (c) a child under the age of 21 years who is regularly attending an academic, technical or vocational place of education,

and "children" has a similar meaning;

"dependent" means a widow, dependent widower, common-law wife or child of a member who was wholly or partially dependent upon the member's earnings at the time of the member's death;

"Federal benefits" means benefits payable under the Canada Pension Plan and to which the dependents or any of them are entitled as a result of the death, together with any benefits to which the dependent spouse is or becomes entitled under the Canada Pension Plan as a result of having retired or reached retirement age;

"invalid child" means a child who is physically or mentally incapable of earning a living.

1.02 Where the death of a member arises out of and in the course of the employment of the member as a police officer, custodial guard or nurse, compensation shall be paid to the dependents of the deceased member as follows:

- (1) Where the dependents are a widow or a dependent widower and children or a widow or dependent widower only, a monthly payment of such sum as, when combined with Federal benefits payable to or for those dependents, would equal the full pay.
- (2) Where there is no surviving widow, dependent widower or common-law wife eligible for compensation under this Schedule and
  - (a) the dependent is a child, a monthly payment of such sum as, when combined with Federal benefits to or for that child, would equal 40% of the full pay;
  - (b) the dependents are 2 children, a monthly payment of such a sum as, when combined with Federal benefits payable to or for those children, would equal 50% of the full pay;
  - (c) the dependents are 3 or more children, a monthly payment of such a sum as, when combined with Federal benefits payable to or for those children, would equal the total of
    - (i) 60% of the full pay;
    - (ii) \$65.00 per month for each child beyond 3 in number;

provided that in no case shall the compensation paid under this Section 1.02(2)(c)(ii) be more than the compensation that would be payable under Section 1.02(1).

SCHEDULE "D" (cont'd)

- 1.03 Where a member has lived with and contributed to the support and maintenance of a common-law wife and
- (a) where the member and the common-law wife have no children, for a period of 3 years; or
  - (b) where the member and the common-law wife have children, for a period of 1 (one) year,
- immediately preceding the death of the member and where the member does not leave a dependent widow, the Employer may pay the compensation to which the dependent widow would have been entitled under this Schedule to the common-law wife.
- 1.04 Subject to Section 1.05, where compensation is payable as a result of the death of a member under Section 1.02 and where, at the date of death the member and dependent spouse were living separate and apart, and
- (a) there was in force at the date of death a court order or separation agreement providing periodic payments for support of the dependent spouse or children living with that spouse, no compensation under Section 1.02 shall be payable to the spouse or children living with the spouse, but
    - (i) where the payments under the order or agreement were being substantially met by the member, monthly payments shall be made in respect of that spouse and children equal to the payments due under the order or agreement, or
    - (ii) where the payments under the order or agreement were not being substantially met by the member, monthly payments shall be made up to the level of the support that, in the opinion of the Employer, the spouse and those children would have been likely to receive from the member if death had not occurred; or
  - (b) there was no court order or agreement in force at the date of death providing payment for support of the dependent spouse, or children living with that spouse; and
    - (i) the member and dependent spouse were living separate and apart for a period of less than three months preceding the death of the member, compensation shall be payable as provided in Section 1.02, or
    - (ii) the member and dependent spouse were separated with the intention of living separate and apart for a period of three months or longer preceding

the death of the member, monthly payments shall be made up to the level of support which, in the opinion of the Employer, the spouse and those children would have been likely to receive from the member if the death had not occurred.

- 1.05 The compensation payable under Section 1.04 shall not, in any case, exceed the compensation that would have been payable under Section 1.02(1) if there had been no separation.
- 1.06 Where there is a widow or dependent widower and a child or children, and the widow or dependent widower subsequently dies, the allowance to the children shall, if the children are in other respects eligible, continue and shall be calculated in like manner as if the member had died leaving no surviving widow or dependent widower.
- 1.07 No sum payable as compensation hereunder shall be assigned.
- 1.08 Where any situation arises that is not expressly covered by the terms of this Section and the parties cannot resolve the situation, the matter may be referred to arbitration by either party and the provisions of Section 14.2(c) (Grievances) shall apply with respect to such arbitration.
- 1.09 Any
- (1) Workers' Compensation or pension or annuity, or other compensation not personally contracted for by the deceased member or any dependent of the deceased member or any other person entitled to and receiving compensation under these provisions; or
  - (2) criminal injuries compensation award under the Criminal Injury Compensation Act of British Columbia, or any other federal, provincial or municipal legislation that is paid or awarded by reason of the member's death;
- shall, upon being paid or awarded, be paid or assigned by the recipient to the Employer.
- 1.10 The compensation payable hereunder to a dependent widow or commonlaw wife of a deceased member shall cease on the earlier of the following dates:
- (a) on the date that the dependent widow or common-law wife marries, or
  - (b) on the date that the deceased member would have been entitled to full and compulsory pension retirement had the member not died in the manner described in Section 1.02.

SCHEDULE "D" (cont'd)

Page 6

- 1.11 Where the compensation payable hereunder ceases to be paid to a dependent widow or common-law wife for either of the reasons set forth in Section 1.10, then any compensation payable hereunder to children as dependent children of the dependent widow or common-law wife (as the case may be) shall also cease.
- 1.12 The compensation payable hereunder to a dependent widower of a deceased member shall cease on the date that the deceased member would have been entitled to full and compulsory pension retirement had the member not died in the manner described in Section 1.02.

SCHEDULE "E"

This is the Schedule referred to  
in Section 9.11 of this Agreement

TOTAL PERMANENT DISABILITY COMPENSATION

When a member suffers total and permanent disability arising out of and in the course of the member's employment as a Police Officer, Custodial Guard or Nurse, the member shall receive a Disability Benefit to be agreed to by the parties, or if not so agreed, to be determined by the Chairman of the 1976 Vancouver Police Wages Review Board. In determining the benefit to which a member is entitled, the parties are agreed that the following guidelines are to be applied:

1. That the Disability Benefit is a benefit separate and apart from the Dependents' Compensation Benefit.
2. That the amount of the benefit is intended to be an amount which when added to all sums received under:
  - (a) Workers' Compensation Act,
  - (b) Criminal Injury Compensation Act,
  - (c) judgements or settlements as a result of the incident giving rise to the disability insurance policies, other than those personally contracted for by the member,
  - (d) any other Provincial, Federal or contractual benefits to which the member is entitled, and
  - (e) all monies and benefits received by way of salaries, commissions or dividends arising out of the members engaging directly or indirectly in any other form of employment,

shall bring all amounts received up to the salary from time to time appropriate to the rank held by the member at the date of the member's disability.

3. That payment of the Disability Benefit will be conditional upon the member applying for and pursuing the member's right to all statutory benefits arising from such disability, and upon the member's agreement and upon being indemnified, cooperating in all ways with the Employer in pursuing any civil actions available to such member as a result of the incident giving rise to the member's disability.
4. That a member able and fit to do so will seek employment other than as a Police Officer at such time as it may be apparent that the member will not be employable as a Police Officer.

5. That where a member is permanently and totally disabled their status as a member shall be continued at least for the purposes of providing the member with medical coverage, group life coverage, municipal superannuation contributions, and dental benefits.
6. No member shall be considered to be totally and permanently disabled until that member has been examined by two duly qualified medical practitioners appointed one by each of the parties and they have certified to the Employer and the Union that to the best of their knowledge and their belief the member is totally and permanently disabled. Where the medical practitioners are unable to agree, they shall agree to the appointment of a third such medical practitioner whose decision shall be final as to the disability of the member. If the medical practitioners are unable to agree upon or fail to appoint a third medical practitioner, then the Employer and the Union or either of them may apply to a judge of the Supreme Court of British Columbia to make such appointment. The Employer and the Union shall bear the expenses of the medical practitioner appointed by such party and shall pay half the expenses of the third practitioner, if any.
7. That the continuance of the Disability Benefit will be dependent upon reasonable proof at reasonable intervals that the total disability continues.

It is understood and agreed by the parties that the foregoing is an interim arrangement until a complete study can be undertaken by an expert in the field of such compensation who is appointed by the Employer and who will make recommendations to the parties for their consideration and final approval. When final approval has been given to a new Schedule "E", it shall replace this interim arrangement and become part of the Collective Agreement.

SCHEDULE "F"

This is the Schedule referred to  
in Section 8.3 of this Agreement

SUPPLEMENTARY ANNUAL LEAVE: EXPLANATION OF THE TABLE

The figures show the number of hours of supplementary annual leave, and appear in the calendar year in which they are credited to an member. These supplementary annual leave hours may be taken in any of the years beginning with the one in which they were credited but prior to the one in which the next 40 hours are credited.

Example:

A member hired in 1980 is in the 16th calendar year during 1995: The member is credited in 1995 with 40 hours of supplementary annual leave which may be taken between 1995 and 1999. In 2000 the member will be credited with a further 40 hours of supplementary annual leave, etc.

In summary, each member will receive 40 hours of supplementary annual leave at the beginning of each 5 years following the completion of 15 calendar years of service, with each 40 hours to be taken during the course of the 5-year period.

Table Showing Supplementary Leave Entitlement  
In Hours for the Years 1988 To 2000 By Years Hired

Year Hired	ENTITLEMENT YEAR												
	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000
1990	---	---	---	---	---	---	---	---	---	---	---	---	---
1989	---	---	---	---	---	---	---	---	---	---	---	---	---
1988	---	---	---	---	---	---	---	---	---	---	---	---	---
1987	---	---	---	---	---	---	---	---	---	---	---	---	---
1986	---	---	---	---	---	---	---	---	---	---	---	---	---
1985	---	---	---	---	---	---	---	---	---	---	---	---	40
1984	---	---	---	---	---	---	---	---	---	---	---	40	---
1983	---	---	---	---	---	---	---	---	---	---	40	---	---
1982	---	---	---	---	---	---	---	---	---	40	---	---	---
1981	---	---	---	---	---	---	---	---	40	---	---	---	---
1980	---	---	---	---	---	---	---	40	---	---	---	---	40
1979	---	---	---	---	---	---	40	---	---	---	---	40	---
1978	---	---	---	---	---	40	---	---	---	---	40	---	---
1977	---	---	---	---	40	---	---	---	---	40	---	---	---
1976	---	---	---	40	---	---	---	---	40	---	---	---	---
1975	---	---	40	---	---	---	---	40	---	---	---	---	40
1974	---	40	---	---	---	---	40	---	---	---	---	40	---
1973	40	---	---	---	---	40	---	---	---	---	40	---	---
1972	---	---	---	---	40	---	---	---	---	40	---	---	---
1971	---	---	---	40	---	---	---	---	40	---	---	---	---
1970	---	---	40	---	---	---	---	40	---	---	---	---	40
1969	---	40	---	---	---	---	40	---	---	---	---	40	---
1968	40	---	---	---	---	40	---	---	---	---	40	---	---
1967	---	---	---	---	40	---	---	---	---	40	---	---	---
1966	---	---	---	40	---	---	---	---	40	---	---	---	---
1965	---	---	40	---	---	---	---	40	---	---	---	---	40
1964	---	40	---	---	---	---	40	---	---	---	---	40	---
1963	40	---	---	---	---	40	---	---	---	---	40	---	---
1962	---	---	---	---	40	---	---	---	---	40	---	---	---
1961	---	---	---	40	---	---	---	---	40	---	---	---	---
1960	---	---	40	---	---	---	---	40	---	---	---	---	40
1959	---	40	---	---	---	---	40	---	---	---	---	40	---
1958	40	---	---	---	---	40	---	---	---	---	40	---	---
1957	---	---	---	---	40	---	---	---	---	40	---	---	---
1956	---	---	---	40	---	---	---	---	40	---	---	---	---
1955	---	---	40	---	---	---	---	40	---	---	---	---	40
1954	---	40	---	---	---	---	40	---	---	---	---	40	---
1953	40	---	---	---	---	40	---	---	---	---	40	---	---
1952	---	---	---	---	40	---	---	---	---	40	---	---	---
1951	---	---	---	40	---	---	---	---	40	---	---	---	---
1950	---	---	40	---	---	---	---	40	---	---	---	---	40
1949	---	40	---	---	---	---	40	---	---	---	---	40	---
1948	40	---	---	---	---	40	---	---	---	---	40	---	---
1947	---	---	---	---	40	---	---	---	---	40	---	---	---
1946	---	---	---	40	---	---	---	---	40	---	---	---	---
1945	---	---	40	---	---	---	---	40	---	---	---	---	40
1944	---	40	---	---	---	---	40	---	---	---	---	40	---
1943	40	---	---	---	---	40	---	---	---	---	40	---	---
1942	---	---	---	---	40	---	---	---	---	40	---	---	---
1941	---	---	---	40	---	---	---	---	40	---	---	---	---

SCHEDULE "G"

TERMS OF REFERENCE

THE VANCOUVER POLICE DEPARTMENT  
("the Department")

AND

THE VANCOUVER POLICE UNION  
("the Union")

AGREE AS FOLLOWS:

**RE: JOINT PROFESSIONAL ETHICS REVIEW PROJECT**

---

1. The Department and the Union shall establish a Joint Project comprised of three (3) members appointed by the Department and three (3) members appointed by the Union.
2. The purpose of the Joint Project shall be to review professional ethical and organizational standards.
3. Members of the Joint Project appointed by the Department may access such resources as they deem appropriate to further the work of the Joint Project, and the Department shall bear all costs related thereto; similarly, members appointed by the Union may access such resources as they deem appropriate and the Union shall bear all costs related thereto.
4. In the event the Joint Project elects to access resources to further the work of the Joint Project, the Department and the Union will share costs as agreed at the time.
5. The Joint Project shall submit its findings and recommendations simultaneously to the Chief Constable, and the Union; if appropriate, such recommendations will include the following:
  - (a) in terms of ethical standards a process by which police professional and/or organizational practices may be evaluated;
  - (b) the means by which accountability for and enforcement of ethical standards can be achieved and maintained; and

SCHEDULE "G" - TERMS OF REFERENCERE: JOINT PROFESSIONAL ETHICS REVIEW PROJECT (cont'd)

Page 3

- (c) the process(es) by which the Police Board, the Department, the Union, and individual members of the Department might be encouraged to endorse and uphold the ethical standards advanced by the Joint Project.
- 6. The Project members will be accommodated in terms of necessary time off to serve on the Project.
- 7. The Joint Project shall endeavour to conclude its work no later than 1996 October 30.

SCHEDULE "H"NO. 1

This Letter of Understanding made as of the 29th day of June, 1993

Between

THE VANCOUVER POLICE BOARD  
(hereafter "the Employer")

AND

THE VANCOUVER POLICE UNION  
(hereafter "the Union")

AGREE AS FOLLOWS:

**PRINCIPLES TO GUIDE THE NEGOTIATION OF  
BENEFIT PROVISIONS BETWEEN THE EMPLOYER AND THE UNION**

THE PRINCIPLES

1. Those provisions which are enjoyed by members of the Union in common with other bargaining units representing employees of the City of Vancouver, should, subject to the opportunity to effect mutually agreed-upon trade-offs, be patterned after the provisions negotiated by the bargaining agents of those other employees.

Examples of fringe benefits falling into this category include Annual Leaves, Public Holidays, Supplementary Annual Leave, Extended Tour of Duty, Industrial First Aid Allowance, Medical Services Plan (Extended Health Care Coverage included), Group Life Insurance, Sick Leave and Gratuity Plan, Workers' Compensation benefits, Dental Services Plan, Compassionate Leave, and Parental Leave.

2. Those provisions which are considered to be peculiar to the policing service, should be based upon comparisons with other major municipal police departments in Canada.

Examples of fringe benefits falling into this category include Clothing Allowance, Service Pay, and Court Time Allowances.

SCHEDULE "H" - NO. 1PRINCIPLES TO GUIDE THE NEGOTIATION OF BENEFIT PROVISIONS (cont'd) Page 3

3. Certain provisions should be treated on their own merits by comparison both with other major municipal police departments in Canada, and also with provisions negotiated by the bargaining agents of other employees of the City of Vancouver.

Examples of fringe benefits falling into this category include parking for members, premiums for working on public holidays, and shift differentials.

4. Certain provisions should be treated on their own merits without the necessity of being compared to any specific internal or external comparator.

Examples of fringe benefits falling into this category include total and permanent disability, dependents' compensation and psychological services.

5. It is recognized by the Employer and the Union that the foregoing represent guidelines which must be viewed as incorporating sufficient flexibility to permit mutually agreed-upon variations and trade-offs to accommodate the distinct needs of policing.

SCHEDULE "H"

NO. 2

THIS LETTER OF UNDERSTANDING made as of the 1st day of January, 1988

BETWEEN:

VANCOUVER POLICE BOARD

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

VANCOUVER POLICE UNION

(hereinafter called the "Union")

OF THE SECOND PART

**RE: 10 HOUR SHIFT**

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 all members in the Police Department, except as noted in the current Collective Agreement between the Board and the Union;

AND WHEREAS it has been agreed that some members of the Union will, for an experimental period, work under conditions contrary to those defined in the said Agreement, i.e., four 10-hour days in each calendar week;

BE IT THEREFORE UNDERSTOOD that with respect only to the members referred to in Part 3 hereof the provisions in Part 1 hereof shall be substituted for and stand in the stead of the similarly numbered provisions of the said Agreement, and the provisions of Part 2 shall apply in addition to the said Agreement, all subject to the conditions of Part 3.

SCHEDULE "H" - NO. 2  
10 HOUR SHIFT (cont'd)

Page 3

PART 1--SUBSTITUTION PROVISIONS

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 normally holds shall be paid at the appropriate rate for the senior rank for each day the member performs such duties after being so appointed, except in the case of a Corporal who performs duties as a Sergeant. Such a Corporal may be required to act in the capacity of a Sergeant for 1 (one), 2 or 3 days in any 1 (one) week without additional pay for so acting. Should a Corporal be required to act in the capacity of Sergeant for 4 consecutive days, the Corporal shall be paid as a Sergeant for the full 4 days.

Exception:

When a member is redeployed for a period of a standard 5 day work week, the member shall work under the provisions of the Agreement for that week or 2, 3, etc.

6.1 Clothing Allowance

(d) ...and 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 10 hour day such members are required to work in plain clothes.

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 their regular rate of pay the sum of \$1.25 for each 10-hour day that the member operates such a motorcycle.

7.3 Extended Tour of Duty

A member who is required immediately following completion of a shift to work overtime of ½ (one-half) hour or more in excess of 10 (ten) consecutive hours of regular police work (for purposes of this Section 7.3 only to be deemed to be inclusive of the minimum 15 (fifteen) minutes preceding shift start time that a member is required to report for duty), shall be paid at the rate of 1½ (one and one-half) times the hourly rate of such member, computed on the basis of the member's regular working hours, for the first 2 consecutive hours of overtime worked by the member and at the rate of double the hourly rate computed as aforesaid, for all hours worked by such member in excess of 12 consecutive hours of regular police work.

SCHEDULE "H" - NO. 2  
10 HOUR SHIFT (cont'd)

The overtime worked by a member to which the provisions of this Section 7.3 are applicable is in this Agreement referred to as "extended tour of duty".

7.5 Court Time Schedule

- (M) (1) Out of town court appearances:
- (b) Each day that the member is on such duty will be considered as a 10-hour tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of a 10-hour tour of duty if the member's trip is in fact less than 10 hours in duration.
  - (c) If the member's trip involves a day of scheduled weekly leave, then the member will receive 16 hours for each scheduled weekly leave day involved.

8.1 Annual Leave

- (b) In the first part calendar year of service, annual leave will be granted on the basis of 1/12 (one-twelfth) of 80 hours for each month or portion of a month greater than ½ (one-half) worked by December 31.
- (c) During the second up to and including the seventh calendar year of service--120 hours.
- (d) During the eighth up to and including the fifteenth calendar year of service--160 hours.
- (e) During the sixteenth up to and including the twenty-second calendar year of service--200 hours.
- (f) During the twenty-third and all subsequent calendar years of service--240 hours.
- (k) For the purposes of this paragraph 8.1(k) a week means 40 hours.

8.2 Public Holidays

- (b) Members who are scheduled to work and who do actually work on a public holiday, are entitled to (a) their regular rates of pay for the hours worked on the holiday; (b) 8 hours' compensation in lieu of the public holiday; and (c) compensation equal to ½ (one-half) the hours worked on the holidays.

SCHEDULE "H" - NO. 2  
10 HOUR SHIFT (cont'd)

- (c) All members who are:
- (i) receiving Workers' Compensation benefits, or
  - (ii) on annual leave, or
  - (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, based on an 8 hour day, in lieu of such holiday.

11.1 Work Week

- (a) The hours of work shall consist of a 10-hour tour of duty per day for 4 days each calendar week, it being understood that members shall report not less than 15 minutes before going on duty.
- (b) Weekly leave shall consist of 3 consecutive days off, subject to the right of the joint Union/Employer committee established pursuant to paragraph 1 of Schedule "B" to the 1983 Collective Agreement to vary this provision in order to accommodate the needs of smaller squads.

11.7 Occurrence of Sickness While on Duty

Any member compelled to report off duty for sickness occurring whilst on shift and having completed 5 or more hours of their tour will be deemed to have completed the tour of duty. If the member reports off duty prior to the completion of 5 hours' duty, 5 hours will be deducted from the member's accumulated sick leave credits.

PART 2--ADDITIONAL PROVISIONS

9.12 Training Courses--Transportation

- (b) When a member is required by the Employer to attend a course of training for a period of 4 or more days, the member will be re-assigned without penalty to the 8-hour day and 5-day week.
- (c) When a member is required by the Employer to attend a course of training for a period of 3 or less days, the member will continue to work the 10-hour day.

SCHEDULE "H" - NO. 2  
10 HOUR SHIFT (cont'd)

Page 6

10.13 Suspensions Under the Police Act

Whenever a member who is assigned to a 10-hour day is the subject of a disciplinary proceeding under the Police Act, and liable for a period of suspension, this fact should be brought to the adjudicator's attention, who may specify any suspension in terms of hours (to a maximum of 40 hours). In the event a suspension is specified in days, and it is not clear whether an 8-hour day or a 10-hour day was intended, a day shall be construed to mean 8 hours.

10.14 5's and 45's

For the term of the experiment to which this Letter of Understanding pertains, members assigned to a 10-hour day shall be allowed one "60" and two "15" minute coffee breaks each day within the context of Section 166 of the Regulations and Procedures Manual.

PART 3--CONDITIONS

The aforesaid substitution and additional provisions to the Agreement shall be subject to the following conditions:

1. The amendments shall apply to members assigned to work a 10-hour day for the duration of the experiment.
2. The proposal shall be conducted as an experiment with appropriate evaluation on completion (evaluation to be statistical and attitudinal).
3. The experiment shall be subject to termination prior to completion by mutual consent of the Employer and the Union for the:
  - Dog Squad
  - Major Crime Section
  - Accident Investigation Squad
  - Fraud Squad Detectives
  - Stolen Property Detectives
  - Gambling Squad
  - Internal Investigation Squad
  - Traffic Enforcement
  - Patrol Division South Detectives
  - Identification Squad--Scenes of Crime Constables only
  - Patrol Division North--Detectives only
  - Patrol North Detectives NCO's

SCHEDULE "H" - NO. 2  
10 HOUR SHIFT (cont'd)

Page 7

- Patrol South Detectives NCO's
- Mounted Squad
- Identification NCO's
- Polygraph Personnel
- Range Personnel
- Sexual Offense Squad
- Airport Special Squad
- Office of Auxiliary Services (OAS)\*
- Planning and Research
- Hit and Run Squad
- C.L.E.U. Intelligence
- Drug Squad
- Vice-Intelligence
- C.I.S.B.C.

\* The Chief Constable may, if circumstances so warrant, revert the Office of Auxiliary Services Squad to a five-day work week.

SCHEDULE "H"NO. 3LETTER OF UNDERSTANDING

between the

**VANCOUVER POLICE BOARD**

(hereafter called "the Employer")

and the

**VANCOUVER POLICE UNION**

(hereafter called "the Union")

**12-HOUR SHIFT SCHEDULE - JAIL AND PUBLIC INFORMATION COUNTER STAFF**

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1. All of the terms and conditions of the 1992 Collective Agreement shall apply except as varied below to accommodate this 12-Hour Shift Schedule.

2. Deployment/Schedule

Police members assigned to the Public Information Counter (P.I.C.) and Jail shall be assigned to a twelve hour shift schedule providing for two (2) twelve (12) hour day shifts followed by two (2) twelve (12) hour night shifts, followed by four (4) days off.

3. Squads

For deployment purposes, the Jail and P.I.C. shall be divided into four (4) Squads called Squad 1, 2, 3, and 4. The strength of each Squad will be as follows:

Jail:

One (1) Sergeant

One (1) Constable

Four (4) Police Custodial Guards (PCGs)

P.I.C.:

One (1) Corporal

Two (2) Constables

SCHEDULE "H" - NO. 312-HOUR SHIFT SCHEDULE - JAIL & PIC STAFF (cont'd)

Page 3

For the purposes of signing up for any leave (including float and public holiday leave), the Jail Sergeant, P.I.C. Corporal and P.I.C. Constables on any given Squad must sign up by seniority so that only one (1) member is absent per Squad per shift. Jail Constables/PCGs must sign up by seniority so that only one (1) member is absent per Squad per shift.

4. Auxiliary Police Custodial Guards

The Vancouver Police Union agrees that the Department may employ part-time (Auxiliary) PCGs for use as relief whenever the Department deems relief is necessary in the Jail.

5. Work Week Averaging

The work week shall average forty (40) hours in length over an eight (8) week calendar period as follows:

- (a) each eight (8) week rotation shall be brought to an average of forty (40) hours per week by granting members pay or time off equivalent to the number of hours in excess of the average of forty (40) hours per week which they have worked. Such time shall be known as "float time"; and
- (b) float time taken in credit (time off) will be credited to a member's overtime bank and will be subject to the provisions of the 1992 Collective Agreement concerning accumulation of overtime.

6. Public Holidays

Public holiday entitlement shall be compensated as follows:

- (a) in lieu of each public holiday, a member shall be granted eight (8) hours of pay or cumulative time off (credit);
- (b) a member who is scheduled to work and who actually does work on a public holiday shall receive, in addition to regular pay, compensation equal to one-half ( $\frac{1}{2}$ ) the hours worked on the public holiday either as pay or cumulative time off; and
- (c) if a member is granted time off on a public holiday which the member was otherwise scheduled to work, hours equivalent to those so granted shall be

SCHEDULE "H" - NO. 312-HOUR SHIFT SCHEDULE - JAIL & PIC STAFF (cont'd)

Page 4

deducted (i.e., 12 hours off = 12 hours deducted) and the member shall not receive the six (6) hours' credit referenced under 5(b) above.

7. Shift Differential

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

8. Extended Tours

Compensation for extended tours shall be paid when a member is required to work overtime of fifteen (15) minutes or more in excess of a completed twelve (12) hour shift.

9. Annual Leave

Annual Leave shall be granted as follows:

- (a) in the first part calendar year of service, one-twelfth ( $1/12$ ) of eighty (80) hours for each month or portion of a month greater than one-half ( $1/2$ ) worked by December 31;
- (b) during the second up to and including the seventh calendar year of service - 120 hours;
- (c) during the eighth up to and including the fifteenth calendar year of service - 160 hours;
- (d) during the sixteenth up to and including the twenty-second calendar year of service - 200 hours;
- (e) during the twenty-third and all subsequent calendar years of service - 240 hours.

10. Sick Leave Plan

- (a) Sick Leave of eighty (80) hours shall be credited semi-annually on June 30 and December 31 commencing with the completion of six (6) months of service at which eighty (80) hours shall be given.

SCHEDULE "H" - NO. 312-HOUR SHIFT SCHEDULE - JAIL & PIC STAFF (cont'd)

Page 5

- (b) A deduction shall be made from accumulated sick leave credits for all working hours absent with pay due to illness except those resulting from an accident on the job for which the member is covered by Workers' Compensation benefits.
- (c) Any member compelled to book off duty for sickness occurring whilst on shift and having completed six (6) or more hours of his/her tour will be deemed to have completed the tour of duty. If the member books off duty prior to the completion of six (6) hours' duty, six (6) hours will be deducted from the member's accumulated sick leave credits.

11. Gratuity Plan

- (a) A member shall be credited with eight (8) hours for each complete quarter of every calendar year worked and not more than thirty-two (32) hours for each calendar year worked by him/her. An additional credit of eight (8) hours shall be given for each completed calendar year during which the member was not absent on paid sick leave.
- (b) A deduction is made from the member's current years' gratuity credits for all hours absent on sick leave with pay, except that such deduction shall not exceed thirty-two (32) hours in any one (1) calendar year, or eight (8) hours in any quarter of any one calendar year or for any one illness. The total gratuity credited to each member at December 31st of each calendar year will remain to such member's credit regardless of time lost in any subsequent year through illness or any other reason.

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

12. Training Courses

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

13. Term/Implementation

SCHEDULE "H" - NO. 312-HOUR SHIFT SCHEDULE - JAIL & PIC STAFF (cont'd)

Page 6

This 12-Hour Shift Schedule shall be for a trial period extending from 1993 November 21 through 1994 November 20. It is understood that either party on sixty (60) days' notice may require reversion to the previous shift schedule in effect on 1993 November 20.

14. Monitoring

Written reports shall be completed by the Jail and P.I.C. NCOs on a monthly basis during the one year trial period. The reports should record any problems that arise with the 12-Hour Shift Schedule and any positive effects of the schedule. The reports will be provided to the Labour/Management Committee for discussion and resolution.

15. Work Scheduling - Part-Time and Auxiliary Guards

Work schedules for Part-Time and Auxiliary Guards shall not normally exceed eighty (80) hours in a two-week pay period, e.g. six (6) twelve hour shifts and an additional eight (8) hours. The minimum scheduled hours of work on a shift shall be four (4) hours. Time off shall be provided following any four (4) consecutive twelve (12) hour shifts worked.

16. Union Covenant

The Vancouver Police Union agrees to continue its covenant that should this 12-Hour Shift Schedule become a permanent schedule for Jail/P.I.C. police members, the Union will not use this schedule as evidence to argue the viability of the 12-Hour Shift in other areas of the Department.

SCHEDULE "H"NO. 4LETTER OF UNDERSTANDING

between the

**VANCOUVER POLICE BOARD**

(hereafter called "the Employer")

and the

**VANCOUVER POLICE UNION**

(hereafter called "the Union")

**PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT**

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1. All of the terms and conditions of the 1992-1994 Collective Agreement shall apply except as varied below to accommodate this 11-Hour Shift Schedule.
2. Deployment/Schedule  
  
Patrol members assigned to Districts 1, 2, 3 and 4 shall be assigned to an eleven (11) hour shift schedule providing for four (4) shifts on duty followed by four (4) days off.
3. Staffing  
  
Staffing in the Patrol Division will be divided into ten (10) teams; two teams in each District will operate on permanent day shift and the remaining teams will forward rotate through Day, Afternoon and Night shifts. Each of the rotating shifts will operate on an eight (8) day cycle (four on/four off) with the shift hours rotating forward every eight (8) days.
4. Bi-Weekly/Annual Hours
  - (a) Members working the shift schedule set out under Item (2) above will average seventy-seven (77) hours of work bi-weekly (instead of the prescribed eighty (80) hours of work bi-weekly) accruing an average of three hundred eight (308) hours each fifty-six (56) days as opposed to the prescribed three hundred twenty (320) hours which would normally accrue over a fifty-six (56) day period.
  - (b) The deficit hours resulting from the shift schedule as identified under 4(a) above shall be redeemed by the Department scheduling members to attend pre-planned

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

training sessions, special event assignments, target enforcement activities, relief for other teams or other duties as may be determined. Such shifts shall not attract any premium compensation other than shift differential as applicable, provided sixty (60) days' written notice is provided (monthly detail of duty). In redeeming deficit hours, the Employer shall make every reasonable effort to schedule such hours immediately prior to or immediately following a member's regularly scheduled work days.

(c) Time Owed Balance

Though the annual shortfall of required work under the 11-hour system averages 72.5 hours, it is in fact a floating balance. Every 8 weeks 12 hours will be added to the owed balance, and any training days, details, or credits applies will be deducted. There will therefore be an 'adjustment day' every 8 weeks.

Usage of Paid Time Owed

(i) Members will be required each year to work six (6) shifts as follows:

(a) Team Training:

Four 10-hour shifts are scheduled yearly totalling 40 hours. These dates are normally available early in the year. For those who miss their scheduled training date make-up days are also set. Make-up days may not necessarily coincide with a member's day shift block.

(b) Callback Shifts and Special Events

Members will be required to work two "callback" shifts of 8 (minimum) up to 11 hours (after which overtime rates would apply). These shifts will be used for patrol relief, projects, and special events policing.

A minimum of two months' notice will be provided, or else double time rates apply. Whenever possible these assignments will be scheduled adjacent to a working shift block, and with similar hours of work.

(ii) Surplus hours beyond the six shifts identified in 4(c)(i) above may be worked or credited as follows:

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

Page 4

(a) Maintaining Minimums

Members may make themselves available to be called out for part or full patrol shifts using surplus paid hours owed, to fill staffing needs.

These assignments will normally be of short notice and all voluntary patrol relief shifts will be at double time "callout" rates and rules.

(b) Replacement Shifts

Members themselves, subject to NCO approval, will have the ability to arrange filling in at straight-time for other members. This would occur when overtime leave (OTL) would otherwise be denied a requesting member.

(c) Firearms Training

An annual maximum total of eight (8) hours credit towards time owed as a result of the eleven (11) hour shifting pattern will be earned by members who voluntarily attend range pistol practices under the following conditions:

- (i) Attendance must be voluntary and off duty;
- (ii) An annual maximum of eight (8) hours will be credited provided a member attends two (2) sessions over a one-year period, for which four (4) hours will be credited on each occasion.

In the event that a range facility is built within the boundaries or very close to the City of Vancouver, this section will become void. It will then be assumed that the need for members to attend training off duty will no longer be required as the range will be easily accessible to members while on duty.

(d) Crediting Paid Hours Owed

Surplus paid owed hours may also be reduced by members applying earned credits, such as: OTL, CTO, Supp A/L, Deff A/L, or A/L.

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

There is also a maximum balance allowable at the 8 week "adjustment" day of 80 paid hours owed.

Excessive balances are of concern to both the member and the Department. If for whatever reason a member fails to work or credit paid hours owed over 80 hours, the Department may recoup excesses by drawing, in order, from: OTL, CTO, Supp A/L, Deff A/L, and A/L.

It will be the Patrol NCO's responsibility to manage paid hours owed, balances for the mandatory shifts, voluntary usage, and crediting.

(iii) Application of Sick Leave

As with work shifts, when members are on A/L, CTO, OTL, Grat/Leave or S/L, there will be a shortfall of leave credits being applied when compared to hours which they are being paid. If, for example, a member was on A/L for an entire 8 week cycle, 12 hours more would have been paid in comparison to A/L hours taken. This is corrected by the adding of 12 paid hours owed on the 8 week adjustment day.

However, unlike A/L, Grat/L or OTL, sick leave is not convertible to any other form of credit. S/L credits therefore must be taken at the 40 hour per week pay rate which members are paid. Members will be considered to be on a 5-day, 8-hour Monday to Friday schedule when S/L in conjunction with W/L extends Sunday to Saturday.

For shorter periods S/L will be on a 11-hour daily basis. The application of S/L on a daily basis will apply only to regular shift assignments, and not paid time owed assignments. Those members who are scheduled for a Training Day or other duty, utilizing paid-time owed may not apply S/L to these assignments. Time owed will remain outstanding.

At adjustment days hours worked, including daily S/L and 40 hour S/L blocks, will be compared to the 320 paid hours per cycle to determine the correct paid time owed. (Course attendance or any other 40 hour week situation would be treated in the same manner as S/L.)

(iv) Upon transfer out of Patrol, paid time owed can be accurately determined by comparing actual time worked over any number of complete weeks (Sun.-Sat.) to that number of weeks x 40 hours paid time.

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

Page 6

Upon transfer, members' outstanding balances must be reconciled. Members will submit an overtime slip to credit positive balances to their overtime banks. Negative balances may be reconciled by members submitting overtime slips utilizing OTL, CTO, Supplementary Annual Leave, Deferred Annual Leave or Annual Leave credits. In lieu of transferring earned credits, members may work the paid time owed in Patrol Division within two months of the transfer date. These assignments must be booked with the Administrative Manager, Patrol Division at the time of transfer.

5. Public Holidays

Public holiday entitlement shall be compensated as follows:

- (a) for each public holiday, members shall be granted eight (8) hours of leave with pay, for a total of eighty-eight (88) hours of paid leave annually;
- (b) a member who is scheduled to work and who actually does work on a public holiday shall receive, in addition to regular pay, compensation equal to one-half ( $\frac{1}{2}$ ) the hours worked on the public holiday either as pay or cumulative time off; and
- (c) if a member is granted time off on a public holiday which the member was otherwise scheduled to work, hours equivalent to those so granted shall be deducted (i.e., 11 hours off = 11 hours deducted) and the member shall not receive the premium compensation referenced under 5(b) above for hours not worked.

6. Extended Tours

Compensation for extended tours of duty shall be paid when a member is required to work overtime of one-half ( $\frac{1}{2}$ ) hour or more in excess of a completed eleven (11) hour shift.

7. Annual Leave

Annual Leave shall be granted as follows:

- (a) in the first part calendar year of service, one-twelfth ( $\frac{1}{12}$ ) of eighty (80) hours for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31;

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

Page 7

- (b) during the second up to and including the seventh calendar year of service - 120 hours;
- (c) during the eighth up to and including the fifteenth calendar year of service - 160 hours;
- (d) during the sixteenth up to and including the twenty-second calendar year of service - 200 hours;
- (e) during the twenty-third and all subsequent calendar years of service - 240 hours.

8. Sick Leave Plan

- (a) Sick leave of eighty (80) hours shall be credited semi-annually on June 30 and December 31 commencing with the completion of six (6) months of service at which date eighty (80) hours shall be given.
- (b) Subject to (c) below, a deduction shall be made from accumulated sick leave credits for all working hours absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments.
- (c) Any member compelled to book off duty for sickness occurring whilst on shift and having completed five and one-half (5½) or more hours of the member's tour will be deemed to have completed the tour of duty. If the member books off duty prior to the completion of five and one-half (5½) hours' duty, five and one-half (5½) hours will be deducted from the member's accumulated sick leave credits.

9. Gratuity Plan

- (a) A member shall be credited with eight (8) hours for each complete quarter of every calendar year worked and not more than thirty-two (32) hours for each calendar year worked by the member. An additional credit of eight (8) hours shall be given for each completed calendar year during which the member was not absent on paid sick leave.
- (b) A deduction is made from the member's current year's gratuity credits for all hours absent on sick leave with pay, except that such deduction shall not exceed thirty-two (32) hours in any one (1) calendar year, or eight (8) in any quarter of any one (1) calendar year or for any one illness. The total gratuity credited to each member at December 31st of each calendar year will remain to such member's

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

Page 8

credit regardless of time lost in any subsequent year through illness or any other reason.

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

10. Training Courses

Members who are required to attend courses or workshops may be required to attend on the basis of an eight (8) hour work day. It is agreed that a reconciliation of hours shall not be necessary in these instances.

11. Rest and Meal Breaks

Members working the shift schedule defined herein shall normally be allowed two fifteen (15) minute rest breaks and one sixty (60) minute meal break during each such shift worked.

12. Term/Implementation

This 11-Hour Shift Schedule shall remain in force and effect from year to year, subject only to the right of either party to cancel it by providing sixty (60) days' written notice to the other party, in which event upon the expiry of the sixty (60) days' notice there shall be a reversion to the shift schedule in effect on 1994 February 12.

13. Schedule "A"

Schedule "A" regarding utilization of Annual Leave, Overtime Leave and Cumulative Time Off is attached to and forms a part of this Letter of Understanding.

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

Page 9

This is Schedule "A" which is attached to and forms a part of the Letter of Understanding between the Vancouver Police Board and the Vancouver Police Union dated 1995 June 13.

SCHEDULE "A"ANNUAL LEAVE, OVERTIME LEAVE AND CUMULATIVE TIME OFF1. N.C.O. Sign-Up - Annual Leave/C.T.O.

Odd numbered team N.C.O.s will sign up together by seniority to a maximum of 2 off at any time. Even numbered team N.C.O.s will sign up together by seniority to a maximum of 2 off at any time. All the requirements and options available to the P.C.s as stated in #2 below are available to the N.C.O.s.

2. P.C. Sign-Up - Annual Leave/C.T.O.

MAXIMUM NUMBER OF CONSTABLES IN A TEAM OFF ON ANNUAL LEAVE ON ANY GIVEN DAY IS TWO (2).

Members shall sign up for annual leave in order of seniority as follows:

- (a) use 44 consecutive hours of annual leave to bridge their weekly leave, and/or
- (b) use sufficient hours of annual leave to block off a complete calendar week, i.e. Sunday to Saturday.

O.T.L. may be used to augment (a) or (b) above to a maximum of 10% of a member's annual hourly entitlement. Example: A member with 160 hours of annual leave would be entitled to take 14 - 11 hour days off (154 hours) which would leave a 6 hour balance. The member may use 5 hours of O.T.L. to give 1 more complete day, or 16 hours of O.T.L. (10% of 160 hour maximum) for a total of 16 days of annual leave. As with C.T.O. members who use O.T.L. in this manner may not defer annual leave in the same year. (More examples are appended to this report.)

If a member chooses not to supplement annual leave with O.T.L. as in (a) and (b) above the member shall:

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

Page 10

starting at the beginning of a 44 hour block of work days, take consecutive annual leave hours off, returning to work part way through a shift if necessary in order to use the outstanding hours, or pursuant to the current Collective Agreement, the remaining hours of annual leave entitlement may be:

- (a) deferred or
- (b) converted to O.T.L.

MEMBERS MUST DECLARE, AT THE TIME THEY SIGN UP, WHICH OPTION THEY ELECT TO USE.

3. Cumulative Time Off (C.T.O.)

Members wishing to apply for C.T.O. may sign up only AFTER THE INITIAL ANNUAL LEAVE sign-up has been completed. They may then sign only in the remaining "spaces" on the basis of seniority to a maximum of 120 hours.

Members shall sign up for Cumulative Time Off (CTO) in order of seniority as follows:

- (a) use 44 consecutive hours of Cumulative Time Off (CTO) to bridge their weekly leave; and/or
- (b) use sufficient hours of Cumulative Time Off (CTO) to block off a complete calendar week, i.e., Sunday to Saturday.

OTL may be used to augment (a) or (b) above to a maximum of 10% of a member's Cumulative Time Off (CTO) hourly entitlement. Example: a member with 40 hours of Cumulative Time Off (CTO) would be entitled to take 3 - 11 hour days off (33 hours) which would leave a 7 hour balance. The member may use 4 hours of OTL (10% of 40 hours) to give 1 more complete day for a total of 4 days of Cumulative Time Off (CTO).

If a member chooses not to supplement Cumulative Time Off (CTO) with OTL as in (a) or (b) above, the member shall, starting at the beginning of a 44 hour block of work days, take consecutive Cumulative Time Off (CTO) hours off, returning to work part way through a shift if necessary in order to use the outstanding hours.

4. Training Days

Under this shifting model members average 77 hours bi-weekly instead of 80 hours as is the case today. The method of recovery of hours that a member owes to the Department will be determined by the District management. The recovery of hours may include

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

Page 11

attending pre-planned training sessions, special event assignments, problem oriented policing initiatives, target enforcement, relief for other teams, or other duties as determined by the District management team. Members who are on leaves (other than weekly leave) during one of these scheduled events may, at the Department's discretion, accept some other work assignment, or submit an overtime leave slip to compensate the Department for the hours owed. However, a minimum of four (4) days of pre-planned training and two (2) days of duty at pre-planned community or other events shall be mandatory annually. These days shall not be less than eight (8) hours or exceed eleven (11) hours in duration.

5. Adjustment of Duty Hours (Night Shift) for Attendance at Court

Team N.C.O.s may adjust a member(s) night shift start time upon request, from 1900 hours to 2200 hours to accommodate those who have court the following morning. However, team N.C.O.s must determine the impact this will have on the number of deployable staff that will be available between 1900 hours and 2200 hours before granting the request, e.g., if the afternoon shift teams are unusually short staffed it may not be prudent to grant the request.

6. Voluntary Changes of Shifts

- (a) Members will not normally work more than 4 days straight except when time owed is scheduled or pre-arranged, or to accommodate (b) below. This policy does not however, preclude the District manager from removing a member(s) from a team to work on a particular project, if mutually agreeable shifting arrangements are made with the member(s).
- (b) Members may be permitted to work shifts for each other to facilitate a day(s) off subject to the approval of both member(s) N.C.O.s provided that no member works a double shift.

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

Page 12

ANNUAL LEAVE WITH OTL (A/L - OTL)Entitlement:

	<u>80 hrs.</u>	<u>120 hrs.</u>	<u>160 hrs.</u>	<u>200 hrs.</u>	<u>240 hrs.</u>
# of 11 Hr. Days	7	10	14	18	21
Remaining Hours	3	10	6	2	9
Maximum OTL (10%)	8	12	16	20	24
Total # Days (A/L-OTL)	8	12	16	20	24

## EXAMPLE: 4 WEEKS ANNUAL; MAXIMUM 16 DAYS A/L - OTL

<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
DUTY	W/L	W/L	W/L	W/L	A/L	A/L
A/L	A/L	W/L	W/L	W/L	W/L	A/L
A/L	A/L	A/L	W/L	W/L	W/L	W/L
A/L	A/L	A/L	A/L	W/L	W/L	W/L
W/L	A/L	A/L	AL/OTL*	OTL*	W/L	W/L

\* Counted as A/L

BRIDGING WEEKLY LEAVE

<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
DUTY	DUTY	DUTY	DUTY	W/L	W/L	W/L
W/L	A/L	A/L	A/L	A/L	W/L	W/L
W/L	W/L	DUTY	DUTY	DUTY	DUTY	W/L
W/L	W/L	W/L	A/L	A/L	A/L	A/L
W/L	W/L	W/L	W/L	DUTY	DUTY	DUTY
DUTY	W/L	W/L	W/L	W/L	DUTY	DUTY

SCHEDULE "H" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)SUNDAY TO SATURDAY

<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
DUTY	W/L	W/L	W/L	W/L	DUTY	DUTY
DUTY	DUTY	W/L	W/L	W/L	W/L	DUTY
A/L	A/L	A/L	W/L	W/L	W/L	W/L
DUTY	DUTY	DUTY	DUTY	W/L	W/L	W/L
W/L	DUTY	DUTY	DUTY	DUTY	W/L	W/L

OR

<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
DUTY	W/L	W/L	W/L	W/L	DUTY	DUTY
A/L	A/L	W/L	W/L	W/L	W/L	A/L
DUTY	DUTY	DUTY	W/L	W/L	W/L	W/L
DUTY	DUTY	DUTY	DUTY	W/L	W/L	W/L
W/L	DUTY	DUTY	DUTY	DUTY	W/L	W/L

SCHEDULE "H"

NO. 5

LETTER OF UNDERSTANDING

between the

**VANCOUVER POLICE BOARD**

(hereafter called "the Employer")

and the

**VANCOUVER POLICE UNION**

(hereafter called "the Union")

**12-HOUR SHIFT SCHEDULE - JAIL NURSES**

---

1. The 12 month trial period for the 12-Hour Shift for the Jail Nurses has been completed as of 1992 July 30 and both parties agreed that this shift schedule will be a permanent shifting schedule in accordance with the following terms and conditions.

2. All of the terms and conditions of the 1991 Collective Agreement shall apply except as varied below to accommodate this 12-Hour Shift Schedule.

3. Deployment/Schedule

Jail Nurses shall be assigned to a 12-hour shift schedule providing for two (2) twelve (12) hour day shifts followed by two (2) twelve (12) hour night shifts, followed by four (4) days off.

4. Work Week Averaging - Regular Nurses

The work week shall average forty (40) hours in length over an eight (8) week calendar period as follows:

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

(b) float time taken in credit (time off) will be credited to a member's overtime bank and will be subject to the provisions of the 1992 Collective Agreement concerning accumulation of overtime.

SCHEDULE "H" - NO. 5  
12-HOUR SHIFT SCHEDULE - JAIL NURSES (cont'd)

5. Public Holidays

Public holiday entitlement shall be compensated as follows:

- (a) in lieu of public holidays, nurses shall be granted eighty-eight (88) (11 x 8) hours of leave with pay to be scheduled as time off during annual leave sign-up;
- (b) a nurse who is scheduled to work and who actually does work on a public holiday shall receive, in addition to regular pay, compensation equal to one-half ( $\frac{1}{2}$ ) the hours worked on the public holiday either as pay or as cumulative time off;
- (c) if a nurse is granted time off on a public holiday during which she was otherwise scheduled to work, hours equivalent to those so granted shall be deducted (i.e., 12 hours off = 12 hours deducted) and the nurse shall not receive the six (6) hours' credit referenced under 4(b) above; and
- (d) if mutually agreed between a nurse and the Employer, a nurse may use the public holiday credit of eighty-eight (88) hours as a bank for cumulative time off, it being understood that under no circumstances will unused time be paid in cash or be carried over from year to year.

6. Shift Differential

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

7. Extended Tours

Compensation for an extended tour of duty shall be paid when a nurse is required to work overtime of fifteen (15) minutes in excess of a completed twelve (12) hour shift.

8. Annual Leave

Annual Leave shall be granted as follows:

- (a) in the first part calendar year of service, one-twelfth ( $\frac{1}{12}$ ) of eighty (80) hours for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31;
- (b) during the second up to and including the seventh calendar year of service - 120 hours;

SCHEDULE "H" - NO. 512-HOUR SHIFT SCHEDULE - JAIL NURSES (cont'd)

Page 4

- (c) during the eighth up to and including the fifteenth calendar year of service - 160 hours;
- (d) during the sixteenth up to and including the twenty-second calendar year of service - 200 hours;
- (e) during the twenty-third and all subsequent calendar years of service - 240 hours.

9. Sick Leave Plan

Any nurse compelled to report off duty for sickness occurring whilst on shift and having completed six (6) or more hours of her tour will be deemed to have completed her tour of duty. If she reports off duty prior to the completion of six (6) hours' duty, six (6) hours will be deducted from her accumulated sick leave credits.

10. Training Courses

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

11. Work Scheduling - Part-Time and Auxiliary Nurses

Work schedules for Part-Time and Auxiliary Nurses shall not normally exceed eighty (80) hours in a two-week pay period, e.g., six (6) twelve hour shifts and an additional eight (8) hours. The minimum scheduled hours of work on a shift shall be four (4) hours. Time off shall be provided following any four (4) consecutive twelve (12) hour shifts worked.

12. Union Covenant

The Vancouver Police Union agrees to continue its covenant that should the 12-Hour Shift Schedule become a permanent schedule for the Jail Nurses, the Union will not use the Jail Nurses' schedule as evidence to argue the viability of the 12-Hour Shift Schedule in other areas of the Department.

SCHEDULE "H"NO. 6LETTER OF UNDERSTANDING

between the

VANCOUVER POLICE BOARD  
(hereafter called "the Employer")

and the

VANCOUVER POLICE UNION  
(hereafter called "the Union")

EXPERIMENTAL DEPLOYMENT MODEL - COMMUNICATIONS CENTRE

---

1. All of the terms and conditions of the 1992-1994 Collective Agreement shall apply except as varied below to accommodate this 11-Hour Shift Schedule.
2. Deployment/Schedule  

Police members assigned to the Communications Centre shall be assigned to an eleven (11) hour shift schedule providing for four (4) shifts on duty followed by four (4) days off except for once (1) every fifty-six (56) days (two (2) twenty-eight (28) day cycles) when there will be one period where the Police members work five (5) shifts followed by three (3) days off.
3. Bi-Weekly Hours
  - (a) Members working the shift schedule set out under item (2) will average 79 hours and 45 minutes bi-weekly.
  - (b) The deficit one (1) hour each 56 day period shall be redeemed by having all members assigned to the Centre work one (1) hour extra one (1) day each 56 day period.
4. Public Holidays

Public holiday entitlement shall be compensated as follows:

SCHEDULE "H" - NO. 6EXPERIMENTAL DEPLOYMENT MODEL - COMM. CTR. (cont'd)

Page 3

- (a) for each public holiday, members shall be granted eight (8) hours of leave with pay, for a total of eighty-eight (88) hours of paid leave annually;
- (b) a member who is scheduled to work and who actually does work on a public holiday shall receive, in addition to regular pay, compensation equal to one-half ( $\frac{1}{2}$ ) the hours worked on the public holiday either as pay or cumulative time off;
- (c) If a member is granted time off on a public holiday which the member was otherwise scheduled to work, hours equivalent to those so granted shall be deducted (i.e. 11 hours off = 11 hours deducted) and the member shall not receive the premium compensation referenced under 4(b) above for hours not worked; and
- (d) if mutually agreed between a member and the Employer, a member may use the public holiday credit of eight-eight (88) hours as a bank for cumulative time to be carried from year to year.

5. Extended Tours

Compensation for extended tours of duty shall be paid when a member is required to work overtime of one-half ( $\frac{1}{2}$ ) hour or more in excess of a completed eleven (11) hour shift.

6. Annual Leave

Annual Leave shall be granted as follows:

- (a) in the first part calendar year of service, one-twelfth ( $\frac{1}{12}$ ) of eighty (80) hours for each month or portion of a month greater than one-half ( $\frac{1}{2}$ ) worked by December 31;
- (b) during the second up to and including the seventh calendar year of service - 120 hours;
- (c) during the eighth up to and including the fifteenth calendar year of service - 160 hours;
- (d) during the sixteenth up to and including the twenty-second calendar year of service - 200 hours;
- (e) during the twenty-third and all subsequent calendar years of service - 240 hours.

SCHEDULE "H" - NO. 6EXPERIMENTAL DEPLOYMENT MODEL - COMM. CTR. (cont'd)

Page 4

7. Sick Leave Plan

- (a) Sick leave of eighty (80) hours shall be credited semi-annually on June 30 and December 31 commencing with the completion of six (6) months of service at which date eighty (80) hours shall be given.
- (b) A deduction shall be made from accumulated sick leave credits for all working hours absent with pay due to illness except those resulting from an accident on the job for which the employee is covered by Workers' Compensation payments, subject to (c) below.
- (c) Any member compelled to book off duty for sickness occurring whilst on shift and having completed five and one-half (5½) or more hours of the member's tour will be deemed to have completed the tour of duty. If the member books off duty prior to the completion of five and one-half (5½) hours' duty, five and one-half (5½) hours will be deducted from the member's accumulated sick leave credits.

8. Gratuity Plan

- (a) A member shall be credited with eight (8) hours for each complete quarter of every calendar year worked and not more than thirty-two (32) hours for each calendar year worked by the member. An additional credit of eight (8) hours shall be given for each completed calendar year during which the member was not absent on paid sick leave.
- (b) A deduction is made from the member's current year's gratuity credits for all hours absent on sick leave with pay, except that such deduction shall not exceed thirty-two (32) hours in any one (1) calendar year, or eight (8) in any quarter of any one (1) calendar year or for any other illness. The total gratuity credited to each member at December 31st of each calendar year will remain to such member's credit regardless of time lost in any subsequent year through illness or any other reason.

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

SCHEDULE "H" - NO. 6EXPERIMENTAL DEPLOYMENT MODEL - COMM. CTR. (cont'd)

Page 5

9. Training Courses

Members who are required to attend courses or workshops may be required to attend on the basis of an eight (8) hour work day. It is agreed that a reconciliation of hours shall not be necessary in these instances.

10. Term/Implementation

This 11-Hour Shift Schedule shall be for a trial period extending from 94.04.03 through 95.02.03. It is understood that either party on sixty (60) days' notice may require reversion to the previous shift schedule in effect on 94.03.03.

11. Schedule "A"

Schedule "A" regarding utilization of Annual Leave, Overtime Leave and Cumulative Time Off is attached to and forms a part of this Letter of Understanding.

SCHEDULE "H" - NO. 6EXPERIMENTAL DEPLOYMENT MODEL - COMM. CTR. (cont'd)

Page 6

This is Schedule "A" which is attached to and forms a part of the Letter of Understanding between the Vancouver Police Board and the Vancouver Police Union dated 1994 February 25.

SCHEDULE "A"ANNUAL LEAVE, OVERTIME LEAVE AND CUMULATIVE TIME OFF1. Annual Leave Sign-Up

All Police members assigned to a Team will sign up together for Annual Leave by seniority to a maximum of one (1) member off at any one time.

2. Annual Leave/C.T.O. Sign-Up

MAXIMUM NUMBER OF POLICE MEMBERS IN A TEAM OFF ON ANNUAL LEAVE ON ANY GIVEN DAY IS ONE (1).

Members shall sign up for annual leave in order of seniority as follows:

- (a) use required hours of annual leave to bridge their weekly leave, and/or
- (b) use sufficient hours of annual leave to block off a complete calendar week, i.e. Sunday to Saturday.

O.T.L. may be used to augment (a) or (b) above a maximum of 10% of a member's annual hourly entitlement. Example: A member with 160 hours of annual leave would be entitled to take 14 - 11 hour days off (154 hours) which would leave a 6 hour balance. The member may use 5 hours of O.T.L. to give 1 more complete day, or 16 hours of O.T.L. (10% of 160 hour maximum) for a total of 16 days of annual leave. As with C.T.O members who use O.T.L. in this manner may not defer annual leave in the same year.

If a member chooses not to supplement annual leave with O.T.L. or C.T.O. as in (a) and (b) above the members shall:

starting at the beginning of a block of work days, take consecutive annual leave hours off, returning to work part way through a shift if necessary in order to use

SCHEDULE "H" - NO. 6EXPERIMENTAL DEPLOYMENT MODEL - COMM. CTR. (cont'd)

Page 7

the outstanding hours, or pursuant to the current Collective Agreement, the remaining hours of annual leave entitlement may be:

- (a) deferred or
- (b) converted to O.T.L.

MEMBERS MUST DECLARE, AT THE TIME THEY SIGN UP, WHICH OPTION THEY ELECT TO USE!

3. (a) Overtime Leave (O.T.L.)

Members wishing Overtime Leave in conjunction with Annual Leave may do so at the discretion of the Section Officer, except that Overtime Leave of four shifts (forty-four (44) hours) or more must be approved by the Division Commander.

(b) Cumulative Time Off (C.T.O.)

Members wishing to apply for C.T.O. may sign up only AFTER THE INITIAL ANNUAL LEAVE sign-up has been completed. They may then sign only in the remaining "spaces" on the basis of seniority.

SCHEDULE "H"NO. 7LETTER OF UNDERSTANDING

between the

**VANCOUVER POLICE BOARD**

(hereafter called "the Employer")

and the

**VANCOUVER POLICE UNION**

(hereafter called "the Union")

**PENSIONS AND ANNUAL LEAVE DEFERMENT**

---

1. All of the terms and conditions of the 1997-1999 Collective Agreement shall apply except as varied below.

2. Pension Contributions

Contributions to the Municipal Pension Plan (Superannuation) shall commence on the first of the month following a member's date of hire.

3. Annual Leave Deferral

Notwithstanding Subsection 8.1(k)(ii) of Section 8, a member who has completed fifteen (15) years of service may defer an additional five (5) days of annual leave per year; and a member who has completed twenty-two (22) years of service may defer an additional ten (10) days of annual leave per year. Unless used in conjunction with other leaves which immediately precede the member's date of the retirement, any annual leave deferred under this section must be used immediately prior to the member's date of retirement.

4. Early Retirement

The Employer agrees that in addition to the provisions of Section 13 of the Collective Agreement, the following additional conditions shall be in effect for the term of this Letter of Understanding.

- (a) Up to five (5) applications submitted pursuant to Subsection 4(b) of this Letter of Understanding shall be granted during any calendar year for which the Letter of Understanding is in effect. Applications will be processed in the order in which they are received.

SCHEDULE "H" - NO. 7PENSIONS AND ANNUAL LEAVE DEFERMENT (cont'd)

Page 3

- (b) A member who has completed twenty-five (25) years of pensionable service and who has attained the age of fifty (50) years, may apply to retire with a pension which is not reduced for early retirement. The Employer agrees to contribute the full 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.
- (c) A member applying under Subsection 4(b) of this Letter of Understanding who has attained the age of fifty (50) years, and has completed twenty-five (25) years of service with the employer, but who has completed less than twenty-five (25) years of pensionable service, may extend their pensionable service up to a maximum of one (1) year pursuant to the terms and conditions set forth in Section 13(a) of the Collective Agreement, and may thereupon become eligible for the benefit contained in Section (b) above.
- (d) Notwithstanding Subsection 4(a) above, up to seven (7) applications for calendar year 1997 and up to eight (8) applications for each of the calendar years 1998 and 1999 submitted pursuant to Subsection 4(b) of this Letter of Understanding, shall be granted. Applications will be processed in the order in which they are received.

5. Effective Dates

This Letter of Understanding takes effect on 1995 September 01 and expires at 23:59 hours on 1999 December 31.

SCHEDULE "H"NO. 8**LETTER OF UNDERSTANDING - JOB SHARING**

between the

**VANCOUVER POLICE BOARD**

(hereinafter called "the Employer")

and the

**VANCOUVER POLICE UNION**

(hereinafter called "the Union")

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

I. General

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

SCHEDULE "H" - NO. 8  
JOB SHARING (cont'd)

Page 3

II. Procedure

1. The member shall apply in writing to the Divisional Superintendent of the approved area in which the job sharing is being requested. A listing of approved areas in which job sharing arrangements may occur is attached hereto as Appendix I. The member shall indicate the reason for the request, including the hours and days of the week the member wishes to share and with whom the member contemplates entering into a job sharing arrangement. A copy of the request shall be forwarded to the Staff Development Officer and the Union.
2. The member with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
3. Where a member's request is approved and results in an acceptable job sharing arrangement, the Staff Development Officer shall provide each affected member with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer and the Union.
4. The regular daily and weekly hours of the position being shared shall remain unchanged as a result of the job sharing arrangement unless such hours are specifically varied by the terms and conditions of the letter referred to in paragraph II(3) above.
5. Where a member's request is denied, the Union may request a meeting with the Chief Constable or his designate to discuss the matter.

III. Duration

1. Each job sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Union.
2. A job sharing arrangement may be terminated earlier than expected by either of the members or by the Employer, provided thirty (30) calendar days' written notice has been served to the other member(s) and party(ies), or as otherwise provided for in the letter referred to in paragraph II(3) above. Other members temporarily appointed to fill positions vacated as a direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be abbreviated as a result of an early cancellation.

SCHEDULE "H" - NO. 8  
JOB SHARING (cont'd)

Page 4

3. Upon the expiry or termination of the job sharing arrangement, the member shall revert to working in his/her original position on a full-time basis under the terms and conditions then applicable unless some alternate job sharing arrangement has been approved in the interim.

IV. Employee Status and Working Conditions

1. A member in a job sharing arrangement shall continue to maintain his/her original employee status during the period of time covered by the job sharing arrangement and shall accumulate seniority in accordance with the member's scheduled hours of work in the job sharing arrangement. Such a member shall be entitled to use accumulated seniority for all applicable purposes set out in the Collective Agreement including layoff and recall.
2. The general principles with respect to wage rates, employee benefit entitlement and premium payments for members in job sharing arrangements are as follows:
  - (a) Members shall be paid the appropriate (classified) hourly rate for all hours worked.
  - (b) Paid leave benefits, such as Vacation, Public Holidays, Sick Leave and Gratuity, shall be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared.
  - (c) The member's share of the premium payments for health and welfare benefits, such as Medical, Extended Health, Dental, and Group Life, shall increase proportionately as the number of scheduled weekly hours decrease in relation to the full-time hours of the position being shared.
3. In accordance with the general principles outlined in paragraph IV(2) above, except as otherwise provided herein, the following shall apply to members:

(a) Vacation Entitlement

The member's annual vacation entitlement shall be prorated according to the number of weekly hours the member is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that the Employer shall not adjust the start date of the member for the period of time spent in the job sharing arrangement and as such any

SCHEDULE "H" - NO. 8  
JOB SHARING (cont'd)

Page 5

future vacation entitlement shall not be delayed as a result of time spent in a job sharing arrangement.

(b) Supplementary Vacation

Supplementary vacation shall not be prorated as a result of a member participating in a job sharing arrangement.

(c) Public Holidays

(i) The member's public holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the member's scheduled weekly hours bears to the full-time hours of the position being shared. Such entitlement shall be credited to their public holiday account effective January 01 of each calendar year, or effective as at the commencement of the job sharing arrangement in respect of the public holidays remaining in the balance of that calendar year.

(ii) Where the member has received an overage on the number of paid public holiday hours, the member may be scheduled to work without pay to make up the equivalent number of overpaid hours. Where the Employer is not able to schedule such additional work for the member, arrangements shall be made to deduct the overage either from the member's cumulative time off account or from the member's normal pay and such deduction shall be done at year end or at the expiry of the job sharing arrangement, whichever is earlier.

(d) Medical Services Plan, Dental, Extended Health, and Group Life

The member shall pay a prorated share of the premiums for the above-noted benefits based on the proportion of the member's scheduled hours of work compared to the full-time hours of the position being shared relative to the premiums normally paid by the Employer for a full-time member. The member shall pay the balance in order to maintain full coverage.

SCHEDULE "H" - NO. 8  
JOB SHARING (cont'd)

Page 6

(e) Sick Leave and Gratuity

For the period of the job sharing arrangement, the member shall have sick leave and gratuity days credited on a prorated basis, calculated on the same proportionate basis as the member's scheduled hours of work bears to the full-time hours of the position being shared.

(f) Superannuation

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

(g) Compassionate Leave

The provisions of Subsection 9.13 of the Collective Agreement (Compassionate Leave) shall apply to members participating in a job sharing arrangement, EXCEPT THAT, in normal circumstances the maximum paid leave to be granted such members is two (2) working days.

(h) Rank Index

A member sharing a position shall be eligible for rank index (increment) changes upon the completion of the equivalent hours worked applicable to a full-time member in the same rank position.

V. Application of Section 6 (Special Allowances)

Section 6 of the Collective Agreement shall apply to members participating in a job sharing arrangement, EXCEPT THAT Subsections 6.1 (Clothing Allowance) and 6.3 (Service Pay) shall, if applicable, accrue on a prorated basis in accordance with the ratio that the member's scheduled weekly hours of work bears to the full-time hours of the position being shared.

VI. Application of Section 7 (Overtime)

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

SCHEDULE "H" - NO. 8  
JOB SHARING (cont'd)

Page 7

- (i) regardless of the schedule of hours worked by a member in the job sharing arrangement, overtime (extended tour of duty) premiums as provided pursuant to Subsection 7.3 (or Part 1(7.3) of Schedule "B" if applicable) shall not be triggered unless and until a member is required to work overtime of one-half ( $\frac{1}{2}$ ) hour or more in excess of eight (8) (or ten (10), as the case may be) consecutive hours of regular police work; similarly, overtime premiums shall not be triggered unless and until a member's weekly hours of work exceed forty (40);
- (ii) Subsection 7.5(C) shall not apply to members participating in a job sharing arrangement; instead, for attendance at Court on any day a member is not scheduled to work, the following provisions shall apply:
 

Morning Session	4 hours
Afternoon Session	4 hours; and
- (iii) Subsection 7.7(d) shall be varied in its application to members participating in a job sharing arrangement to the extent that "40 hours" shall be substituted for "80 hours" wherever the latter appears in the Subsection.

VII. Auxiliary and Regular Part-Time Employees

Auxiliary and/or Regular Part-Time members sharing a portion of a full-time position as a result of a job sharing agreement shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

VIII. Termination

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

APPENDIX I

The following represent approved areas/squads in which job sharing arrangements may occur, subject to the terms and conditions of the Letter of Understanding between the Employer and the Union dated 1991 June 17:

Marine  
Mounted  
Abandoned Auto  
Document Service  
C.P.I.C. Liaison  
Warrants  
Firearms  
Patrol Analyst  
Planning and Research (not Audit)  
Community Service (not S.L.O.)  
Detention  
P.I.C.  
Patrol

SCHEDULE "H"NO. 9MEMORANDUM OF AGREEMENT

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE GREATER VANCOUVER REGIONAL DISTRICT ACTING ON BEHALF OF THE VANCOUVER POLICE BOARD AGREE TO RECOMMEND TO THE VANCOUVER POLICE BOARD, AND IF THAT BOARD (hereafter "the Employer") APPROVES, THEN TO VANCOUVER CITY COUNCIL; AND THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE VANCOUVER POLICE UNION (hereafter "the Union") AGREE TO RECOMMEND TO THEIR UNION MEMBERSHIP THAT THE 1995-1996 COLLECTIVE AGREEMENT SHALL INCORPORATE AND REFLECT THE FOLLOWING TERMS AND PROVISIONS:

**RE: RESTRUCTURING WITHIN THE RANKS OF THE UNION**

The purpose of this Memorandum of Agreement is to set out the agreement of the parties with respect to the implementation of a significant restructuring of the rank structure, increment structures and work assignments within the ranks of the Union's membership. This Memorandum of Agreement also initiates significant amendments to the 1995-1996 Collective Agreement between the parties. In recognition of these circumstances and conditions the Employer and the Union agree as follows:

1. Effective the date of ratification of this Memorandum of Agreement, Constables will commence being assigned investigative/detective duties as Detective Constables; such assignment shall not impact their current rate of pay. Corporal/Detectives confirmed in their rank as at the date of ratification of this Memorandum of Agreement shall continue to be paid 115% of the First Class Constable rate of pay and shall continue to receive work assignments as per current practice until such time as they are promoted, terminate their employment with the Employer, retire or are reduced in rank for just cause.
2. Effective the date of ratification of this Memorandum of Agreement, new recruits to the Department shall commence employment at the new rank index of 65% of the First Class Constable rate of pay. (A complete rank index and salary scale for the rank of Constable is appended hereto as Schedule I.) Recruits hired prior to the date of ratification shall continue to be paid at the rate of 76% of the First Class Constable rate of pay, and thereafter shall progress through the increment structure in place prior to the date of ratification of this Memorandum of Agreement until they reach the First Class Constable rate of pay.

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)

3. Effective the date of ratification of this Memorandum of Agreement, Constables promoted to the rank of Sergeant shall commence employment in that rank at the new rank index of 120% of the First Class Constable rate of pay. (A complete rank index and salary scale for the rank of Sergeant is appended hereto as Schedule II; also reference Schedule V appended hereto.)
4. Effective the date of ratification of this Memorandum of Agreement, Detective/Corporals promoted to the rank of Sergeant shall receive 125% of the First Class Constable rate of pay (reference Schedule V appended hereto); similarly, Detective/Corporals required either to perform relief acting duties as Sergeants or to perform Sergeant duties on supervisory callouts, or those assigned Sergeants' positions on a long-term 'while so employed' basis, shall receive 125% of the First Class Constable rate of pay. Constables assigned to perform relief acting duties as Sergeants or those assigned Sergeants' positions on a long-term 'while so employed' basis shall receive 120% of the First Class Constable rate of pay.
5. Constables completing ten years of service shall continue to commence receipt of the ten year rank index of 102% of the First Class Constable rate of pay until 1998 December 31, at which date the 102% rank index shall be discontinued. Constables who as at 1998 December 31 are in receipt of 102% of the First Class Constable rate of pay shall continue to receive such rate until they become eligible for and meet the requirements (as noted under Item No. 6 below) for receipt of a subsequent rank index. Similarly, Constables completing ten years of service and who qualify (pursuant to the terms of the 1995-1996 Collective Agreement) prior to 1998 December 31 shall receive 105% of the First Class Constable rate of pay. Effective 1998 December 31 at 23:59 hours, the current procedures and requirements with respect to qualifying shall be discontinued and be replaced with the procedures and requirements set out under Item No. 6 below. Constables who as at 1998 December 31 at 23:59 hours are in receipt of 105% of the First Class Constable rate shall continue to receive such rate until they become eligible for and meet the requirements (as noted under Item No. 6 below) for receipt of a subsequent rank index.
6. Effective 1998 December 31, Constables having completed ten, fifteen and twenty years of service shall be eligible to receive, respectively, 105%, 110% and 115% of the First Class Constable rate of pay. In order to qualify for receipt of such increments, those attaining such eligibility as at 1998 December 31 must by such date have successfully completed (and following the date of ratification of this Memorandum of Agreement) on their own time two external courses of study per increment approved by the Department

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)

and have successfully passed an examination set and administered by the Department. Those attaining such eligibility as at 1999 December 31 must by such date (and following the date of ratification of this Memorandum of Agreement) have successfully completed three such courses per increment and an examination as noted; those attaining eligibility as at 2000 December 31 must by such date (and following the date of ratification of this Memorandum of Agreement) have successfully completed four such courses per increment and an examination as noted; and those attaining eligibility as at 2001 December 31 and thereafter must by such date(s) (and following the date of ratification of this Memorandum of Agreement) have successfully completed five such courses per increment and an examination as noted. An explanatory Table setting out eligibility dates relative to course requirements is appended hereto as Schedule IV.

7. Sergeants in receipt of 125.5% of the First Class Constable rate of pay as at 1998 December 31 shall continue to be paid 125.5% of the First Class Constable rate of pay until they become eligible for, and meet the requirements as set out under Item No. 8 below, receipt of the subsequent increment of 130% of the First Class Constable rate of pay.
8. Effective 1998 December 31 and thereafter, Sergeants, except as set out under Item 4 above, who have been promoted to the rank of Sergeant for three years shall become eligible for and shall receive, subject to meeting the requirements set out under Item No. 9 below, 125% of the First Class Constable rate of pay. All Sergeants who have been promoted to the rank of Sergeant for six years shall become eligible for and shall receive, subject to meeting the requirements as set out under Item No. 9 below, 130% of the First Class Constable rate of pay.
9. Effective 1998 December 31, in order to commence receipt of a subsequent increment an eligible Sergeant must have successfully completed on his/her own time (and following the date of ratification of this Memorandum of Agreement) two external courses of study approved by the Department and have successfully passed an examination set and administered by the Department. Effective 1999 December 31 and thereafter, in order to commence receipt of a subsequent increment an eligible Sergeant must have successfully completed on his/her own time (and following the date of ratification of this Memorandum of Agreement) three external courses of study approved by the Department and have successfully passed an examination set and administered by the Department (reference Schedule V appended hereto).

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)

10. Staff Sergeants confirmed in their rank as at the date of ratification of this Memorandum of Agreement shall continue to receive 135% of the First Class Constable rate of pay, and shall continue to be assigned work as per the current practice, until such time as they are promoted, terminate their employment with the Employer, retire or are reduced in rank for just cause.
11. The Department's current practices and procedures by which members become qualified to act in a senior rank shall not be affected by this Memorandum of Agreement.
12. The Employer and the Union agree that the Restructuring Consultative Committee constituted pursuant to the directive issued by the Chief Constable dated 1995 July 05, shall remain constituted and seized of Departmental restructuring and related issues until 1997 December 31, at which date the Committee shall cease to exist unless on or before that date the parties agree in writing to further extend its term; such issues shall include but not be limited to revising the Department's transfer policies, drafting of amendments to the Promotion Plan, establishing a list of approved courses pursuant to this Memorandum of Agreement, and designing increment examinations pursuant to this Memorandum of Agreement.
13. The Employer and the Union agree that, in the event the introduction of the restructuring as set out in this Memorandum of Agreement and as implemented throughout the other ranks of the Department results in payroll cost-savings, then such cost-savings shall be directed toward offsetting the costs of providing for the courses of study referenced in this Memorandum of Agreement.

The extent to which cost-savings are realized in any calendar year shall be determined by utilizing the long term costing methodology appended hereto as Schedule III-A. Schedule III-B appended hereto shall constitute the base for such costing, and shall be amended only to the extent necessary to reflect any subsequent changes in authorized strength at any rank level.

Therefore, as soon as possible following December 01 in each calendar year, the Schedule III-A costing model shall be applied reflecting the number of Constables and Sergeants at each increment level and the results, calculated in 1996 dollars, shall be subtracted from the Schedule III-B base; any positive resulting difference shall constitute the savings to be allocated as set out above.

SCHEDULE "H" - NO. 9

Page 6

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)

This is Schedule I referred to in Item No. 2 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the Vancouver Police Board, and the Vancouver Police Union, dated 1996 June 10.

SCHEDULE IVANCOUVER POLICE BOARD - VANCOUVER POLICE UNION1996 January 01 - 1996 December 31

<u>Class Title</u>	<u>Rank Index</u>		<u>Effective</u> <u>1996 January 01</u>
Constable: Probationer	65%	Monthly	2930
		Biweekly	1347.69
		Hourly	16.8461
4th Class	75%	Monthly	3380
		Biweekly	1554.68
		Hourly	19.4335
3rd Class	80%	Monthly	3606
		Biweekly	1658.63
		Hourly	20.7329
2nd Class	90%	Monthly	4056
		Biweekly	1865.61
		Hourly	23.3201
1st Class	100%	Monthly	4507
		Biweekly	2073.06
		Hourly	25.9133
After 10 Years and Fulfilled Requirements for Increment	105%	Monthly	4732
		Biweekly	2176.55
		Hourly	27.2069

SCHEDULE "H" - NO. 9MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)

<u>Class Title</u>	<u>Rank Index</u>		<u>Effective 1996 January 01</u>
Constable: After 15 Years and Fulfilled Requirements for Increment	110%	Monthly	4958
		Biweekly	2280.50
		Hourly	28.5063
After 20 Years and Fulfilled Requirements for Increment	115%	Monthly	5183
		Biweekly	2383.99
		Hourly	29.7999

SCHEDULE "H" - NO. 9

Page 8

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)

This is Schedule II referred to in Item No. 3 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the Vancouver Police Board, and the Vancouver Police Union, dated 1996 June 10.

SCHEDULE IIVANCOUVER POLICE BOARD - VANCOUVER POLICE UNION1996 January 01 - 1996 December 31

Title	Rank_Index		Effective 1996 January 01
*Sergeant:	120%	Monthly	5408
		Biweekly	2487.49
		Hourly	31.0936
	125%	Monthly	5634
		Biweekly	2591.44
		Hourly	32.3930
	130%	Monthly	5859
		Biweekly	2694.93
		Hourly	33.6866

\*Progression through the increments shall occur upon completion of a minimum of three (3) years' service at each increment PROVIDED THAT during such period of service an employee successfully completes three (3) courses of study approved by the Department and successfully passes an examination set and administered by the Department.

Sergeants are permitted to carry over one course to the next increment.

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)

This is Schedule III-A referred to in Item No. 13 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the Vancouver Police Board, and the Vancouver Police Union, dated 1996 June 10.

SCHEDULE III-A

<b>Vancouver Police Department Restructuring</b>			
<b>Long Term Annualized Cost Projection Prior to Restructuring</b>			
	<b>Average Cost Per Member (Includes 23.5% Benefit Load)</b>	<b>Projected Structure Prior To Restructuring</b>	<b>Projected Cost Prior to Restructuring</b>
<b>Chief</b>	157,670	1	157,670
<b>Deputy Chief</b>	135,736	2	271,472
<b>Superintendent - 190%</b>	123,163	5	615,815
<b>Inspector - 160%</b>	103,716	23	2,385,468
<b>Staff Sergeant - 135%</b>	90,172	19	1,713,268
<b>Sergeant - 125.5%</b>	83,826	86	7,209,036
<b>Detective - 115%</b>	76,813	138	10,600,194
<b>Corporal - 115%</b>	76,813	37	2,842,081
<b>Evidence Tech. - 110%</b>	73,473	14	1,028,622
<b>P.C. - 105%</b>	70,133	205	14,377,265
<b>P.C. - 102%</b>	68,130	199	13,557,870
<b>P.C. - 100%</b>	66,794	259	17,299,646
<b>P.C. - 92%</b>	61,450	37	2,273,650
<b>P.C. - 84%</b>	56,107	37	2,075,959
<b>P.C. - 76%</b>	50,763	37	1,878,231
<b>Total</b>		1,099	78,286,247

Note: Based on 1,099 sworn members, an average of 37 recruits would be hired each year.

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)

This is Schedule III-B referred to in Item No. 13 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the Vancouver Police Board, and the Vancouver Police Union, dated 1996 June 10.

SCHEDULE III-B

<b>Vancouver Police Department Restructuring</b>			
<b>Long Term Annualized Cost Projection After Restructuring</b>			
	<b>Average Cost Per Member (Includes 23.5% Benefit Load)</b>	<b>Structure After Restructuring as at December 01</b>	<b>Cost After Restructuring as at December 01</b>
<b>Chief</b>	157,670		
<b>Deputy Chief</b>	125,214		
<b>Inspector - 150%</b>	100,191		
<b>Inspector - 160%</b>	106,870		
<b>Inspector - 165%</b>	110,210		
<b>Sergeant - 130%</b>	86,832		
<b>Sergeant - 125%</b>	83,492		
<b>Sergeant - 120%</b>	80,152		
<b>P.C. - 115%</b>	76,813		
<b>P.C. - 110%</b>	73,473		
<b>P.C. - 105%</b>	70,133		
<b>P.C. - 100%</b>	66,794		
<b>P.C. - 90%</b>	60,114		
<b>P.C. - 80%</b>	53,435		
<b>P.C. - 75%</b>	50,095		
<b>P.C. - 65%</b>	43,416		
<b>Total</b>			

Note: Based on 1,099 sworn members, an average of 37 recruits would be hired each year.

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)

This is Schedule IV referred to in Item No. 6 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the Vancouver Police Board, and the Vancouver Police Union, dated 1996 June 10.

SCHEDULE IVCONSTABLE INCREMENTSCOURSES REQUIRED\*\*

Years' Service as of 96.12.31	Year Hired	Courses Required for 105%	Year Eligible for Increment to 105%	Additional Courses Required for 110%	Year Eligible for Increment to 110%	Additional Courses Required for 115%	Year Eligible for Increment to 115%
1	1995	5		5		5	
2	1994	5		5		5	
3	1993	5		5		5	
4	1992	5		5		5	
5	1991	5	(2001)	5		5	
6	1990	4	(2000)	5		5	
7	1989	3	(1999)	5		5	
8	1988	0*	(1998)	5		5	
9	1987	0*	(1998)	5		5	
10	1986	0*	(1998)	5	(2001)	5	
11	1985	0*	(1998)	4	(2000)	5	
12	1984	0*	(1998)	3	(1999)	5	
13	1983	0*	(1998)	2	(1998)	5	
14	1982	0*	(1998)	2	(1998)	5	
15	1981	0*	(1998)	2	(1998)	5	(2001)
16	1980	0*	(1998)	2	(1998)	4	(2000)
17	1979	0*	(1998)	2	(1998)	3	(1999)
18	1978	0*	(1998)	2	(1998)	2	(1998)
19	1977	0*	(1998)	2	(1998)	2	(1998)

SCHEDULE "H" - NO. 9

Page 12

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)SCHEDULE IV (cont'd)

20	1976	0*	(1998)	2	(1998)	2	(1998)
Years' Service as of 96.12.31	Year Hired	Courses Required for 105%	Year Eligible for Increment to 105%	Additional Courses Required for 110%	Year Eligible for Increment to 110%	Additional Courses Required for 115%	Year Eligible for Increment to 115%
21	1975	0*	(1998)	2	(1998)	2	(1998)
22	1974	0*	(1998)	2	(1998)	2	(1998)
23	1973	0*	(1998)	2	(1998)	2	(1998)
24	1972	0*	(1998)	2	(1998)	2	(1998)
25	1971	0*	(1998)	2	(1998)	2	(1998)

\* Only applies if the member is Ten-Year Qualified as of 98.12.31.

\*\* Constables are permitted to carry over a maximum of two courses to the next increment.

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)

This is Schedule V referred to in Items No. 3, 4 and 9 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the Vancouver Police Board, and the Vancouver Police Union, dated 1996 June 10.

SCHEDULE VSERGEANT INCREMENTS

(Sergeants Promoted Prior to Ratification Date)

Year Promoted to Sergeant	Number of Years In Sergeant Rank as of 98.12.31	Courses Required for 130% Rate	Year Eligible for Increment to 130%
1990	8	2	(1998)
1991	7	2	(1998)
1992	6	2	(1998)
1993	5	3	(1999)
1994	4	3	(2000)
1995	3	3	(2001)
1996	2	3	(2002)

SERGEANT INCREMENTS

(Corporals/Detectives Promoted After Ratification Date)

Year Promoted To Sergeant	Year Eligible for Increment to 130% Rate	Courses Required for Increment
1997	2000	3
1998	2001	3
1999	2002	3
2000	2003	3
2001	2004	3

Note: Sergeants are permitted to carry over one course to the next increment.

SCHEDULE "H" - NO. 9

Page 14

MEMORANDUM OF AGREEMENT - VPB/VPURE: RESTRUCTURING WITHIN THE RANKS OF THE UNION (cont'd)SCHEDULE V (cont'd)

SERGEANT INCREMENTS  
(Constables Promoted After Ratification Date)

Year Promoted to Sergeant	Year Eligible for Increment to 125% Rate	Courses Required for 125% Rate	Year Eligible for Increment to 130% Rate	Additional Courses Required for 130% Rate
1997	2000	3	2003	3
1998	2001	3	2004	3
1999	2002	3	2005	3
2000	2003	3	2006	3
2001	2004	3	2007	3

Note: Sergeants are permitted to carry over one course to the next increment.