

2000-2002

COLLECTIVE AGREEMENT

between

THE DELTA POLICE BOARD

and

THE DELTA POLICE ASSOCIATION

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THIS AGREEMENT

BETWEEN:

THE DELTA POLICE BOARD

(hereinafter called "The Board")

of the First Part

AND:

THE DELTA POLICE ASSOCIATION

(hereinafter called "The Association")

of the Second Part

PREAMBLE

WHEREAS the Delta Police Board is an employer within the meaning of the Labour Relations Code being Chapter 244 of the Revised Statutes of British Columbia, 1996.

AND WHEREAS the Association is a Trade Union within the meaning of the said Code and is the Bargaining Agent for all sworn Police Officers of the Police Force except:

- (a) Officers of the rank of Inspector and above;
- (b) Those exercising management functions or employed in a confidential capacity in matters relating to Labour Relations;

AND WHEREAS the Board recognizes the Association as the sole Bargaining Agent of the said employees;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto, in consideration of the mutual benefits hereinafter contained agree each with the other as follows:

ARTICLE 1 **TERM OF AGREEMENT**

This Agreement shall be for the period commencing on the 1st day of January 2000 and shall remain in full force and effect until the 31st day of December, 2002 both dates inclusive and then shall remain in full force and effect from year to year thereafter. Either party may, four (4) months prior to the expiry date of this or any following term, give to the other party written notice of desire to terminate or amend such Agreement, it being understood that both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

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

ARTICLE 2 DEFINITIONS

2.1 For the purposes of this Agreement, the following definitions shall apply:

- (a) "Association" means the Delta Police Association;
- (b) "Board" means the Delta Police Board;
- (c) "Chief Constable" means the person so appointed under Section 26 of the Police Act, R.S.B.C. 1988, c.331.1 and shall include an authorized representative;
- (d) "Force" means the Delta Police Department;
- (e) "Member" means a person employed by the Board and who is covered by the Association's Certificate of Bargaining Authority;
- (f) "Probationer Constable" means a member serving a probationary period following the member's date of enlistment with the Board.
- (g) "Tour of Duty" shall mean the daily and weekly hours of work assigned to the member.

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

ARTICLE 3 ASSOCIATION SECURITY

All members covered by the Association's Certificate of Bargaining Authority shall pay to the Association an amount equal to the Association's dues, and any general, bargaining unit-wide assessment(s), such payments to be made by payroll deduction, provided membership in the Association remains on a voluntary basis. This deduction shall be a condition of employment and become effective on the first day of the month coincident with or next following the date of appointment, but the deduction shall be made only if the member is still in the employ of the Board on the final day of the first pay period of the month. Deductions shall be made in respect of all subsequent months provided a member works any part of the month. These arrangements shall remain in effect for so long as the Association remains the recognized Bargaining Agent.

ARTICLE 4 MANAGEMENT RIGHTS

The Board retains all rights and responsibilities to manage and direct the work force except as is specifically varied or abrogated by this Collective Agreement.

ARTICLE 5 COMPLIANCE WITH ADMINISTRATIVE REGULATIONS

The Association agrees from time to time and whenever so requested, to furnish the Chief Constable with a copy of its Constitution and By-Laws with amendments and a list of the Officers of the Association.

This Agreement shall be subject at all times to any Municipal By-Laws relating to any matter that may be considered within the scope of the Agreement and also the provisions of the conditions of service and any regulations made by the Board and in force at the date hereof. Any other condition of employment as agreed to by both parties will be added to this Agreement in the form of a Supplement with the approval of both parties and shall become a part of this Agreement.

Nothing in this Agreement shall affect or abridge the disciplinary powers heretofore held or exercised by the Board.

Save as herein contained, all privileges and concessions enjoyed by either party prior to the signing of this Agreement shall continue in full force and effect and shall not be affected by this Agreement.

ARTICLE 6 ABSENCE FROM DUTY OF ASSOCIATION OFFICIALS

An executive officer of the Association appointed to attend meetings on behalf of the members may be granted time off with pay at the discretion of the Chief Constable.

ARTICLE 7 REMUNERATION

The scale of remuneration set out as per Schedule "A" attached shall apply during the term of this Agreement.

ARTICLE 8 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 any rank higher than the rank the member normally holds shall be paid at the appropriate rate for the senior rank for each 6 hours or more of any shift the member performs such duties after being so appointed.

ARTICLE 9 SPECIAL ALLOWANCES9.1 Service Pay

Service Pay shall be paid to all members hired prior to 1998 April 30 on the basis of Seven Dollars and fifty cents (\$7.50) per month after completion of five (5) years' service, and an additional Seven Dollars and fifty cents (\$7.50) per month for each completed five (5) year period of service thereafter. Service Pay shall be paid from the first of the month next following the completion of the required period of service. Members hired on or after 1998 April 30 are not eligible for service pay.

9.2 Clothing Issues and Allowance

- (a) The clothing issue set out in Schedule "B" shall apply during the term of the Agreement.
- (b) Every member regularly employed on plain clothes duty shall be paid a clothing allowance while so employed equal to the sum of eighty-nine dollars and seventeen cents (\$89.17) per month in lieu of the clothing mentioned in paragraph (a) above. Such clothing allowance shall be paid in advance by a single payment of one thousand seventy dollars (\$1070.00) in January of each year. A member who commences regular plain clothes duty during a calendar year shall receive a prorated clothing allowance for that year. If a member who has received a clothing allowance payment as set out above is subsequently transferred or terminated prior to December 31st of the same year, the member shall repay that portion of the clothing allowance for which the member is not eligible in a single payment as soon as possible following the transfer or termination, either by payroll deduction or another mutually agreed method. Every member temporarily employed on plain clothes duty shall receive the sum of four dollars and five cents (\$4.05) for each shift such member is required to work in plain clothes. The style of clothing worn while members are employed on plain clothes duty shall be at the discretion of the Board.
- (c) The Board shall provide cleaning services to all members regularly employed on plain clothes duty, with the following maximums:
 - one (1) shirt per working day;
 - one (1) pair of pants per week;
 - one (1) jacket per month; and
 - one (1) tie per month.
- (d) The Board shall provide cleaning services to all members who are required to wear a uniform in the performance of their duties, with the following maximums:

- one (1) uniform shirt per working day;
 - one (1) pair of uniform pants per week;
 - one (1) uniform tunic every two weeks; and
 - one (1) nylon uniform tunic every month.
- (e) It is understood that members absent on either sick leave or Workers' Compensation benefits for a period in excess of four consecutive weeks shall not be entitled to the benefits provided pursuant to Subsections 9.2(b), (c) and (d) above for the duration of such absence.

ARTICLE 10 OVERTIME PROVISIONS

10.1 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 the member's normal shift length (for purposes of this Article 10 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) it being understood that the first half hour of overtime shall not be claimed for unless the member has worked sufficient time to claim for a full hour of overtime; and, it is further understood that Float Time Leave as defined in Article 16.2(b) does not qualify for overtime rates.

Overtime worked in excess of one-half hour, up to one (1) hour over the regular shift shall be one (1) hour of overtime. Any time in excess of one (1) hour and fifteen (15) minutes shall be an additional hour of overtime.

Overtime rates shall be one and one-half times (1½X) the member's regular hourly rate of pay for the first two consecutive hours of an extended tour and two times (2X) the member's regular hourly rate of pay thereafter.

10.2 Callouts

Double time will be allowed for ordinary callouts. For the purpose of this Agreement, a callout shall be when a member is required to return to work other than during the member's regular tour of duty. A member required to report for any training exercise or lectures, other than during the member's detailed working hours, shall not be considered to be on callout.

A member on callout shall be paid at the rate of double time with a minimum time of three (3) hours at double time.

A member required to return to work on a regular day off, shall be compensated at the rate of double time for each hour worked.

A member required to report for work during the member's Annual or Statutory Leave shall be compensated at the rate of a minimum of sixteen (16) hours at straight time for each day so called out. This shall not apply in cases where Annual or Statutory Leave is cancelled or postponed for a period exceeding two (2) days and where notice of such cancellation or postponement was given seven (7) days in advance.

10.3 Standby

Where a member is required to stand by the member shall be paid at a rate of three (3) hours' straight time for the time which the member is required to stand by in any twenty-four (24) hour period between 2400 hours of any given day and 2400 hours of the following day and if the member is called out while on standby the member shall be paid for such call out as provided in Article 10.2 in addition to the member's standby pay.

10.4 Special Duty for School Functions

Where a member is required to report for special duty involving a school function, the member shall be compensated at the rate of double time, with a minimum of two (2) hours at double time. The determination as to whether a particular function is a school function shall be made by the Chief Constable.

ARTICLE 11 SPECIAL COMPENSATION

11.1 Where a member is assigned to attend courses or lectures outside the area of the Greater Vancouver Regional District, the member shall be paid at the rate of straight time for a maximum of 8 (eight) hours in any given day. In addition, the Board agrees to pay all transportation, lodging, and meals. A miscellaneous daily expense rate of ten dollars (\$10.00) shall be paid to any member required to reside away from the member's normal place of residence.

11.2 Any member who is required by the Board to attend a course of training of not less than five (5) weeks' duration at a location outside the Lower Mainland of British Columbia shall be provided with one return flight to Vancouver during the course.

11.3 Where a member is assigned to attend training courses within the Greater Vancouver Regional District the following provisions shall apply:

- (a) Where the course is of less than five days in duration, the member shall maintain a normal schedule of days on duty and off duty. If the member is required to attend the course on the member's days off the member shall be compensated at the rate of one and one-half times (1½X) the member's regular hourly rate of pay for all hours of attendance at the course on the member's normal days off. If a member working a compressed work week schedule is

required to attend a course on a normal working day, the Chief Constable or designate shall assign the member as required to complete the member's normal daily hours.

- (b) Where the course is of five or more days in duration, the member shall be assigned by the Chief Constable or designate to the 8 hour day, 5 day week with days off appropriate to the course schedule.

ARTICLE 12 COURT TIME SCHEDULE

- 12.1 (a) For the purposes of this Article, "Court" includes any Provincial, County or Supreme Court or any Tribunal acting in a judicial or quasi-judicial capacity whether in a criminal, civil or administrative matter or any Coroner's inquest, but does not include hearings conducted by the Labour Relations Board, boards of arbitration, Industrial Inquiry Commissions or any other tribunals, where the Association or the employees covered by its certificate of bargaining authority are parties to the matters before the tribunal.

Time off, or payment of overtime (such overtime to be calculated at straight time) for attendance at Court, and interviews with prosecutors in the preparation of cases, as a result of the member's duties as a Peace Officer in and for the Municipality of Delta, shall be allowed in accordance with the following schedule. It is understood that any other remuneration received by a member for such attendance in Civil Court will be turned over to the Board. Time off, or payment of overtime, for attendance at Civil Court outside the County of Westminster, shall be at the discretion of the Chief Constable. Any member receiving a Subpoena for attendance at Civil Court shall immediately notify the Chief Constable in writing.

- (b) If a member is compelled to attend court while on annual or statutory leave, compensation therefor will be on the basis of twenty (20) hours for each day or part of a day of required attendance. All other court appearances shall be deemed to cease at the hour of 1300 hours; any appearance after this time shall be counted as a separate court appearance in accordance with the following schedule:

<u>Shift Assignment</u>	<u>1st Appearance</u>	<u>2nd Appearance after 1300 Hours</u>
Afternoon	4 hours	additional 3 hours
Midnight	6 hours	additional 4 hours
Day Off	8 hours	additional 6 hours

- (c) A member shall receive a minimum of sixteen (16) hours' notice of cancellation or change in a Court appearance, or normal time will be allowed. A reasonable effort by the Force will be considered as denotification.
- (d) Subject to the provisions of the applicable Departmental Procedures Manual, a member will be considered to be denotified with respect to a scheduled Court appearance if such denotification is effected by messaging a member's voice mailbox 24 hours prior to his/her scheduled court appearance or 24 hours prior to commencement of his/her annual leave.
- (e) Any former member who has resigned or has retired on superannuation or any member who is absent from duty on authorized unpaid leave of absence and who is scheduled to attend at court as a consequence of the performance of the member's duties as a police officer shall be allowed compensation equivalent to 4 (four) hours for each of the following sessions attended:

Morning Session
Afternoon Session

The applicable rate of pay for a member who has resigned or has retired or is absent on authorized unpaid leave shall be that prevailing for the rank held by such member at the date of the member's resignation, retirement or commencement of unpaid leave. Any member who is in receipt of an allowance under this new section, shall be required to return to the Board any witness fees received in connection with the appearance.

- 12.2
- (a) Where a member is required to attend upon a prosecutor for an interview immediately following the completion of the member's regular day shift in preparation for a case to be heard in a Court of criminal jurisdiction at which the member is to give evidence as a witness the member shall be entitled to four (4) hours' time off. If the member requests to be paid for the four (4) hours in lieu of time off, the member shall be paid a sum equal to four (4) hours at straight time.
 - (b) When a member is required to attend a court of Criminal Jurisdiction for the purpose of giving evidence and is required to attend upon a prosecutor for an interview on the same day as such court, the member shall be compensated as follows:
 - (i) when the time of interview is one and one-half (1½) hours prior to the time of commencement of Court, the member shall be entitled to two (2) hours' time off or payment calculated at straight time,

- (ii) when the time of interview is one (1) hour prior to the time of commencement of Court, the member shall be entitled to one and one-half (1½) hours' time off or payment calculated at straight time,
- (iii) when the time of interview is one-half (½) hour prior to the time of commencement of Court, the member shall be entitled to one (1) hour's time off or payment, calculated at straight time,

PROVIDED HOWEVER, that if the Court appearance is cancelled prior to the time of commencement of Court, the member would receive the court attendance compensation only.

- 12.3 (a) Out of Town Court Appearances - Where a member is required by subpoena to attend and give evidence in a Court outside of the Greater Vancouver Regional District, and where the member will practically require the use of a commercial airline or other commercial travel, the following provisions shall apply:
- (i) The member shall receive per diem allowances for meals and expenses as determined from time to time by the Board, but such allowances shall not be less than fifty dollars (\$50.00);
 - (ii) Each day that the member is on such duty will be considered as an eight (8) hour tour of duty. No overtime provision will apply nor will there be any reduction to the consideration of an eight (8) hour tour of duty if the member's trip is in fact less than eight (8) hours in duration.
 - (iii) If the member's trip involves a day of scheduled weekly leave, then the member will receive twice the member's eight (8) hour rate for each scheduled weekly leave day involved.
 - (iv) If the member's trip is during the course of scheduled weekly hours, the member will receive straight time rate but will be relieved of normal duties for at least eight (8) hours prior to the commencement of the trip and at the conclusion of the trip.
 - (v) In order to accommodate (iv) above, there will be no penalty for the Board for any shift change required to relieve the member of duties prior to and after the member's trip.
- (b) The appropriate Corporation of Delta kilometric rate shall apply for all kilometres in excess of eighty when a member is required by subpoena to attend Court outside the Greater Vancouver Regional District boundaries, and uses the member's own vehicle to travel from the member's home to court and back home. In no event will kilometric allowance be paid for court appearances within the Greater Vancouver Regional District boundaries.

ARTICLE 13 OVERTIME PAY OPTION

"Banked Overtime" means the time worked in excess of a member's regular tour of duty for which the member will be compensated at overtime or straight time rates pursuant to specific provisions of this Agreement.

The member, at the discretion of the Chief Constable, shall have the choice of receiving payment for overtime earned or by time off in lieu of payment. A member may choose to bank overtime earned to a maximum of one hundred and twenty (120) hours in a calendar year to be taken in time off in lieu of payment at a mutually acceptable time to the Chief Constable and to the member. However, it is agreed that a member shall be allowed to carry forward a maximum of forty-eight (48) banked hours of overtime into the next calendar year. Auditing for the purpose of this section shall be as of December 1st of each calendar year. A member who has applied for time off in lieu, which has been duly approved prior to December 1st and is for time off during the month of December, shall be allowed to carry forward forty-eight (48) banked hours of overtime to the next calendar year. Upon promotion, the Board shall have the option of paying out in full a member's banked overtime.

ARTICLE 14 ANNUAL VACATION AND STATUTORY (PUBLIC) HOLIDAYS

14.1 Paid Annual Vacations for all members shall be allowed in accordance with the following schedule:

- (a) Members leaving the Force in less than twelve (12) months from the date of appointment shall be granted vacation pay in accordance with the Employment Standards Act.
- (b) In the first part calendar year of service, vacation will be granted on the basis of one-twelfth (1/12) of ninety-six (96) working hours, for each month or portion of a month greater than one-half worked by December 31.
- (c) During the second and third calendar year of service, each member shall be entitled to ninety-six (96) working hours.
- (d) During the fourth year of service and each subsequent calendar year, including the ninth calendar year of service each member shall be entitled to one hundred twenty (120) working hours.
- (e) During the tenth (10) calendar year of service and each subsequent year including the fifteenth (15) calendar year of service, each member shall be entitled to one hundred sixty (160) working hours.

- (f) During the sixteenth (16) year of service and each subsequent year, including the nineteenth (19) year of service, each member shall be entitled to two hundred (200) working hours.
- (g) During the twentieth (20) year of service and each subsequent year including the twenty-fourth (24) year of service, each member shall be entitled to two hundred and forty (240) working hours.
- (h) Upon completion of twenty-four (24) years of service a member shall receive a one time vacation bonus of forty (40) working hours and shall receive a similar one time vacation bonus at the completion of each subsequent five (5) year period thereafter.
- (i) "calendar year" for the purposes of this Agreement shall mean the twelve month period from 01 January to 31 December, inclusive.
- (j) In all cases of termination of service for any reason, adjustment will be made for any overpayment of vacation.
- (k) When a regular payday falls during the period in which a member is on leave, the member shall be entitled to draw pay in advance if written notice of such intent is given to the Chief Constable one (1) week prior to the commencement of the member's leave.
- (l) Annual vacation shall be taken in the year during which it is earned, provided however that:
 - (i) where the Board requires a member to carry annual vacation over to the following year such vacation shall be paid at the then current rate, and
 - (ii) upon receiving the approval of the Chief Constable a member may defer annual vacation, and at such time as the deferred vacation is taken it shall be paid at the rate at which it was earned.

14.2 Annual Leave Pay Adjustment

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

14.3 Statutory (Public) Holidays

- (a) In lieu of the following statutory holidays:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day; each member shall have 88 straight time hours credited to the member's account on January 1st which is to be taken off en bloc, rather than as they occur, during that calendar year. In addition thereto 8 hours at straight time rates will be credited to the member's overtime bank for any other Federal, Provincial or Municipal holiday proclaimed during that calendar year.

Members employed in Support Services and C.I.B. shall take such statutory holiday leave on each statutory holiday as they occur throughout the year.

- (b) A member required to work on any of the statutory holidays referred to in paragraph (a) above shall receive in addition to the member's regular monthly salary one-half of the actual time worked on that particular holiday.
- (c) The holiday credit of a member who joins or leaves the Force without having worked a full calendar year will be prorated accordingly. Any adjustment necessary as a result of a member leaving the Force will be made from that member's final payment.
- (d) Annual/Statutory leave periods shall be exclusive of any days off, however a member shall be considered as though on leave from the first scheduled day off to and including the last scheduled day off.
- (e) The public holidays defined in (a) above will not apply to members who are off duty without pay.

14.4 Retirement Leave

- (a) Members leaving on retirement are entitled to full Annual and Statutory Leave for the current calendar year.
- (b) In addition to any other leave, members hired on or before 1988 November 15 shall upon retirement receive payment equivalent to one thousand four hundred sixty-four (1,464) hours calculated on the basis of their regular hourly rate.

For the purposes of this Section, retirement shall mean any member having completed a minimum of ten (10) years' continuous service. Payment shall be granted on a pro-rated basis of a total time of years' service and age. Maximum credits will be allowed for the number sixty-five (65) and over, and be pro-rated downward at two percent (2%) per digit.

- (c) In addition to any other leave, members hired after 1988 November 15 shall upon retirement receive payment equivalent to one (1) week's pay for every completed two (2) years of service (calculated on the basis of the member's regular bi-weekly salary divided by two (2)). Retirement for the purpose of this Section shall mean any member having completed a minimum of ten (10) years' continuous service.

14.5 Compassionate Leave

- (a) Any member who has completed six (6) months of employment may be granted compassionate leave without loss of pay for a period not to exceed three (3) daily tours of duty in the following events:
 - (i) in the case of the death of a member's wife, husband, (effective 2001 February 13, spouse (including common-law spouse and same-sex partner)) child, grandchild ward, brother, sister, parent, guardian, parent-in-law, grandparents, or common-law spouse; OR
 - (ii) in the case of the death of any other relative, if living in the member's household.
- (b) If the member is required to travel outside the Province of British Columbia (effective 2001 February 13, Lower Mainland of British Columbia (defined as the area included with the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District)) for the purpose of arranging the funeral of such relative, the Chief Constable may, at his or her discretion, allow the member a further sixteen (16) working hours' (effective 2001 February 13, two (2) daily tours of duty) compassionate leave.

14.6 Gratuity Leave

Every member shall be eligible to receive a bonus leave period calculated on the basis of eight (8) hours gratuity for each quarter of a calendar year during which no sick leave is used. Gratuity may be accumulated to a maximum of one hundred sixty (160) hours.

ARTICLE 15 MEMBER BENEFITS

It is hereby agreed that the following benefits will continue for the term of this Agreement:

15.1 Workers' Compensation

When a member is in receipt of Workers' Compensation Board time-loss payments, the Board shall receive the member's W.C.B. cheque and the member shall receive regular net salary.

Subject to approval of the Workers' Compensation Board every member participating in events authorized by the Chief Constable resulting in personal injury shall be considered to be on active duty. Every effort will be made to place the member on light duties within the Force if capable of such and light duties are recommended by a Medical Report.

15.2 Medical Extended Health Benefits

(a) All members following completion of six (6) months' service shall be entitled to coverage under the Medical Services Plan, with the Board paying sixty percent (60%) of the premium required.

(b) Extended Health Care Plan

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

- vision care to a limit of \$200.00 (effective 2001 March 01, \$250.00) payable per person per 24 months;
- prescription drugs excluding oral contraceptives;
- hospital charges for a semi-private room;
- special duty nursing care, if ordered by a physician;
- ambulance charges in emergency circumstances;
- medical equipment and appliances including hearing aids to a maximum of \$400.00 (effective 2001 March 01, \$700.00) payable per person per 5 year period, blood and ostomy products, orthopedic shoes and orthotic supplies to a maximum of \$400.00 per year (\$200.00 for children);
- registered paramedical therapy services including physiotherapy, massage therapy, speech therapy, chiropractic services, podiatric

services, acupuncture treatment and naturopathic services (reimbursement limits apply for certain of these paramedical services); and

- out of province medical expenses.

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

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

(ii) Psychological Services Plan

All members shall be entitled to coverage under the Psychological Services Plan. Coverage for subscribing members and their dependents shall be to a maximum of \$2,400.00 claimable per family per 12 month period. The premiums required to maintain the Psychological Services Plan shall be borne 100% by the Employer.

(c) Same Sex Benefit Coverage

Effective 2001 February 13, a member who co-habits with a person of the same sex, and who promotes such person as a “spouse” (partner), and who has done so for a period of not less than twelve (12) months, will be eligible to have the person covered as a spouse for purposes of Medical, Extended Health and Dental benefits.

15.3 Superannuation

- (a) Effective 2001 February 13, eligible members will be covered by the Pension (Municipal) Act effective the date of hire and contributions to the Municipal Pension Plan (Superannuation) shall commence on the first of the month following a member's date of hire.
- (b) All members who reach superannuation age of sixty (60) years shall be retired.
- (c) Any member who has completed 25 years of pensionable service and who has attained the age of 50 years, may apply to retire with a pension which is not reduced for early retirement. In any such case the Board agrees to contribute one-half of the amount assessed by the office of the Superannuation Commissioner as required to supplement the member's pension in an amount equal to the early retirement reduction. The member will be required to pay the other half.

- (d) In addition, any member who has attained the age of 50 years, who has completed 25 years of total service with the Board, but who has completed less than 25 years of pensionable service, may extend pensionable service up to a maximum of one year and may thereupon become eligible for the benefit contained in paragraph (c) above.
- (e) Effective 1998 April 30, in addition to the regular rates of pay set out in this Agreement, the Board agrees to contribute an additional two and one-half percent (2½%) of the member's regular wage to the Pension Plan, provided the member wishes to contribute an additional two percent (2%) of the member's regular wage to the Pension Plan.

15.4 Telephones

The Board to supply all members who were hired prior to 1996 October 30, with a telephone, with the Board paying basic rental only, except long distance tolls incurred when such calls pertain to Police business. Payments shall be in two (2) equal semi-annual installments, to be received no later than the 31st day of July and 31st of January. Members hired on or after 1996 October 30 are not eligible for this telephone reimbursement.

15.5 Sick Leave

Effective as soon as possible following 1998 April 30:

- (a) All members who have completed six (6) months of continuous service shall be eligible for sick leave benefits under the Short Term Illness and Injury Plan. The Plan shall provide an eligible member with one hundred percent (100%) of regular salary as specified for the member's confirmed rank for a maximum of one hundred eighty (180) calendar days for any one illness or disability, in any twelve (12) month period. The Board shall provide one hundred percent (100%) of the funding required to maintain the Short Term Illness and Injury Plan.
- (b) At the expiry of one hundred eighty (180) calendar days of continuous coverage under the Short Term Illness and Injury Plan, members who have been continuously employed for a minimum of one (1) calendar year shall be eligible for coverage under the Long Term Disability Plan which, subject always to the provisions of the Plan's Policy Contract as issued by the Plan's Insurer, shall provide for the following:
 - (i) Members who continue to be disabled from fulfilling the requirements of their own occupation beyond one hundred eighty (180) calendar days of coverage under the Short Term Illness and Injury Plan, shall receive seventy percent (70%) (effective 2001 February 13, sixty-six and two-

thirds percent ($66\frac{2}{3}\%$) of regular salary as specified for their confirmed rank, subject to the terms and conditions of the Plan;

- (ii) Any member who is in receipt of Long Term Disability Plan benefits and who desires to continue coverage under certain of the fringe benefits, that the Insuring Carrier will allow, may do so by making prior arrangement with the Board and by agreeing to carry both the member's own and the Board's portion of premiums required to continue the coverage. The maximum term that such coverage will be carried is for one (1) year from the date Long Term Disability Plan benefits commence; and can be reviewed by the parties.
- (iii) One hundred percent (100%) of the premium costs for the Long Term Disability Plan shall be borne by the member.

15.6 Occurrence of Sickness While on Duty

Any member booking sick on duty and having completed one-half or more of the member's tour of duty, will be deemed to have completed the tour of duty. If the member completes less than one-half of the tour of duty, the number of hours equal to one-half ($\frac{1}{2}$) the tour of duty will be deducted from the member's sick leave.

15.7 Sick Leave Recovery

- (a) A member who commences an action or makes a claim against a third party for damages relating to an injury or illness for which the member was paid sick leave benefits, shall include in the claim a claim for wage loss equal to the sick leave benefits so paid or projected to be paid.
- (b) Where such claim is made to the courts the member or a representative shall request the presiding judge, or judge and jury, to specify the amount of any award which is attributable to the wage loss claim.
- (c) Where a voluntary settlement with the third party is contemplated for an amount which is less than the full sick leave benefits paid, the member shall first obtain the approval of the Chief Constable, which approval shall not be unreasonably withheld. Such voluntary settlement shall specify the amount of the settlement which is attributable to the wage loss claim.
- (d) (i) The member shall reimburse the Board to the extent such wage loss is recovered from the third party less those legal fees certified by the member's legal counsel as being attributable to proving the wage loss claim.

- (ii) Where wage loss is reimbursed to a member by an insuring agency such as I.C.B.C. or W.C.B. then the member shall similarly pay to the Board the amount of the wage loss so received.
- (iii) Upon being reimbursed pursuant to this Article, the Board shall reinstate the member's sick leave with the number of sick days equivalent thereto and any resultant gratuity days to which the member may be entitled, without regard to the legal fees deducted pursuant to (d)(i).
- (e) Failure to comply with this Article shall result in a member being obligated to pay back to the Board the full amount of the sick leave benefits paid in respect of the injury or illness.

15.8 Dental Plan

In part consideration for members assuming one hundred percent (100%) of the premium payments required to maintain their Long Term Disability Plan, dental coverage for participating members shall be as follows:

- Plan 'A' 100% of basic dental coverage
- Plan 'B' 70% of dentures and major dental surgery
- Plan 'C' orthodontics (provision for payment of 70% of approved schedule of fees). A lifetime maximum of \$2500 for employees and dependents as defined by the Plan shall apply.

The Board shall pay one hundred percent (100%) of the premiums required to provide such coverage.

15.9 Indemnification of Members

Effective 2001 February 13:

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

- (a) The Corporation will indemnify for necessary and reasonable legal costs a member who is charged with a criminal offence, or an offence under any provincial statute (other than for minor traffic offences) arising from the performance, or attempted performance, in good faith, of the member's duties as a police officer.

- (b) (i) The Corporation will indemnify a member for necessary and reasonable costs for up to a two-hour consultation by the member with a lawyer as to whether the member should make a statement, and if so, in what form, if the member learns that an allegation has been made that the member misconducted himself or herself in the performance of their duties if the member
 - (1) reasonably believes that the allegation may result in the initiation against the member of proceedings under the Criminal Code; and
 - (2) has been asked by the Employer or a person in authority to make a statement to anyone about the facts connected with the allegation.
 - (ii) No prior arrangement for indemnification need be made by the member with the Corporation before obtaining the advice if fees for only up to two hours' services will be claimed.
 - (iii) If the member considers the allegation involves a matter that is complex or serious so as to warrant more than two hours' legal assistance the member may, before consulting the lawyer, seek the Corporation's agreement to indemnify the member for the cost of more than two hours' services of the lawyer. In such cases the Corporation will not unreasonably refuse to agree to indemnify the member for the cost of reasonable and necessary services.
 - (iv) If it is proven that the member did not act in good faith in the performance of the member's duties as a police officer, the Association will indemnify the Corporation for the amount properly paid by it pursuant to this Article.
- (c) (i) If a member is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith of the member's duties as police officer, the member shall be represented by counsel appointed by the Corporation and all necessary and reasonable legal costs and damages shall be borne by the Corporation, PROVIDED THAT the Corporation's obligations are conditional upon the member cooperating fully in the defence of the action, AND PROVIDED THAT Counsel appointed by the Corporation is given full authority in the conduct of the action, including authority to settle the action at any time in the manner Counsel deems advisable in the circumstances.
 - (ii) If Counsel appointed by the Corporation determines that a conflict exists between a member's defence of a civil action and the Corporation's

defence of a civil action then the member may be represented by their own counsel with necessary and reasonable legal costs borne by the Corporation.

- (d) (i) A member who is the subject of a public inquiry by a disciplinary tribunal pursuant to Section 60 of the Police Act, S.B.C., 1988, c. 53, arising from acts done in the performance, or attempted performance, in good faith of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member's interests at the inquiry, UNLESS the public inquiry is initiated by the member and the tribunal determines that discipline is warranted, in which case the member shall not be indemnified unless Delta Municipal Council, in its discretion, determines that the member should be indemnified.
- (ii) A member who appeals the decision of a disciplinary tribunal pursuant to Sections 64 and 65 of the Police Act, S.B.C., 1988, c. 53, shall be indemnified for the necessary and reasonable legal costs incurred in respect of the appeal, ONLY WHERE the Commission or the Supreme Court, as the case may be, rejects the decision of the disciplinary tribunal and determines that no discipline is warranted.
- (e) (i) A member who is a respondent at a public hearing held pursuant to Part 9 of the Police Act, R.S.B.C., 1996, c. 367, arising from acts done in the performance, or attempted performance, in good faith, of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member at the public hearing.
- (ii) A member who appeals under Section 62 of the Police Act, R.S.B.C., 1996, c. 367, the decision of an adjudicator at a public hearing arising from acts done in the performance, or attempted performance, in good faith, of the member's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the member in the appeal ONLY WHERE the appeal is successful.
- (f) A member who causes the death of another person arising out of the performance, or attempted performance, in good faith of the member's duties shall be indemnified for the necessary and reasonable legal costs to represent the member at an inquest held pursuant to a statute of the Province of British Columbia.
- (g) Where a member desires to have legal representation in a royal commission or proceedings not otherwise referred to in this Article the member may, prior to the commencement of the proceedings, request the Employer to recommend to

Municipal Council that the Corporation indemnify the member for all or a portion of necessary and reasonable legal costs. Upon receiving such a request the Employer will afford the member an opportunity to appear before it for the purpose of attempting to persuade it that such a recommendation is appropriate. The Employer, having afforded the member such an opportunity may, in its unqualified discretion, recommend to the Corporation that the request be granted, or that it be granted subject to conditions, or the Employer may deny such request. It is understood that the Corporation may accept, modify or reject the recommendation of the Employer.

- (h) Notwithstanding the other provisions of this Article, members shall NOT be indemnified for punitive damages; for legal costs arising from grievances under the Collective Agreement; for hearings arising from charges under the Police (Discipline) Regulations; for discipline proceedings arising from charges under the Code of Professional Conduct; for acts or omissions of members which did not arise in, or result from, circumstances peculiar to the execution of police duties; for actions which amount to willful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for willful violation of a lawful order.
- (i) Notwithstanding the other provisions of this Article, where two or more members are charged with an offence or made the subject of an action, inquiry, public hearing, inquest, or royal commission, described in paragraphs (a) and (c) through (g), arising out of substantially the same circumstances, the Corporation may limit its indemnification pursuant to this Section to the reasonable legal costs of ONE solicitor to represent the interest of both/all of them, including representation at any appeal, UNLESS the solicitor is of the view that it would be improper for such solicitor to so represent both/all of them. If one solicitor is to be retained and the members are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the Employer and a designate of the Association.
- (j)
 - (i) No notice is required from members seeking indemnity for two hours' consultation under Subsection 15.9(b)(i).
 - (ii) Members who intend to apply for indemnification under any other provision of this Article shall notify the Chief Constable or designate, in writing, within 5 days of receiving formal notification of being charged with a criminal or statutory offence, named defendant in a civil action, or being made subject of a public hearing, action, inquiry, inquest or royal commission. Failure to comply with this paragraph may result in a member being denied indemnification.
- (k) Nothing in this Article shall be interpreted as limiting the Chief Constable's or the Employer's ability to discipline any member of the Department.

15.10 Maternity and Parental Leave

(a) Length of Leave

(1) Birth Mother

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

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

(2) Birth Father and Adoptive Parent

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

(3) Extensions - Special Circumstances

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

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

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

(b) Notice Requirements and Commencement of Leave

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

(c) Return to Work

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

(d) Sick Leave

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

entitled to sick leave benefits commencing on the first day on which the member would otherwise have returned to work.

(e) Benefits

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

(f) Maternity Leave Supplemental Employment Insurance Benefits Plan

- (1) Birth mothers who are entitled to maternity leave as provided for in Article 15.10 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.
- (2) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.
- (3) The SEIB Plan is intended to supplement the Employment Insurance benefits received by members while they are temporarily unable to work as a result of giving birth, or as provided for in Paragraph 2 above.
- (4) Effective 2001 February 13, the SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by a member and:
 - (a) ninety-five percent (95%) of their gross weekly earnings for the first six (6) weeks, which includes the two (2) week Employment Insurance waiting period; and
 - (b) eight-five percent (85%) of their gross weekly earnings for the next eleven (11) weeks if a member continues to receive Employment Insurance benefits.

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

15.11 Group Life Insurance

The Group Life Insurance coverage for all members who have completed three (3) months of service shall be calculated on the basis of \$2,000.00 of insurance for each \$1,000.00 of gross basic annual salary, which salary shall be computed to the next highest \$1,000.00. In addition to the foregoing Group Life Insurance, each member shall, effective upon date of hire, be entitled to 24 hour coverage for accidental death and dismemberment insurance in an amount of two hundred fifty thousand dollars (\$250,000.00). The monthly premiums for both Plans shall be borne by the Board provided, however, any member who, during the first three (3) months of service, desires to cover the member's own Group Life insurance, may do so by making arrangements with the Board to pay the full premium.

15.12 Administration of Benefits

The administration of all Health and Welfare Benefits and the management of all Health and Welfare Benefits contracts is the sole responsibility of the Board or its designated representative.

It is understood any changes in the Health and Welfare package as to coverage or insurance shall be subject to thirty (30) days' notice and negotiations that the parties hereto at that time mutually agree upon.

ARTICLE 16 MEDICAL ATTENDANCE

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

ARTICLE 17 WORKING CONDITIONS17.1 Hours of Work

The Chief Constable shall have the right to alter the hours of work, either by setting ahead or retarding them, without constituting a call out, provided that such change constitutes a shift normally worked by that member.

Any shift ending at or after 0200 hours shall be construed as a Midnight Shift. Any shift ending between 2000 hours and 0200 hours shall be construed as an Afternoon Shift.

17.2 Work Week

- (a) (i) It is understood that the twelve (12) hour shift shall be the standard shift worked by members assigned to patrol duties.
- (ii) Unless otherwise provided for pursuant to this Article 17.2, the standard hours of work of members shall be as provided for pursuant to Schedule "C" which is attached to and forms a part of this Collective Agreement.
- (b) "Float Time Leave" means time worked as part of a member's regular tour of duty which is in excess of 40 hours per week or 2,088 hours per year which is earned at straight time and will be taken as scheduled time off subject to the operating needs of the Force as determined by the Chief Constable. Any float time leave accumulation in excess of 24 hours as of December 31st each year may be assigned as time off by the Chief Constable.
- (c) It is agreed that the Chief Constable has the prerogative to vary the hours of duty for members assigned to support and administrative duties, supervisory duties, and to other specific duties as required by the exigencies of the Force.
- (d) It is agreed that members assigned as outlined in paragraph (c) will work an eight and one-half (8½) hour day, five day week. The half (½) hour worked each day will be accumulated at straight time, to be taken off as leave at the discretion of the Chief Constable.
- (e) It is understood that members shall report for duty not less than fifteen (15) minutes before reporting on duty.
- (f) The hours of work for members shall be a maximum of two thousand and eighty-eight (2,088) hours in a calendar year.

17.3 Advance of Float Time Leave

- (a) A member who has earned and accumulated a minimum balance of 64 hours of float time leave on September 01 of any year, shall, on application, be advanced 32 hours of float time leave against float time leave to be earned between September 01 and December 31 of that year, provided that the Force is satisfied that a minimum of 32 hours of float time leave will be earned by the member between September 01 and December 31.
- (b) The advance of float time leave is to permit a member to take float time off in a block of 2 working shifts, at a time mutually agreeable to the Force and the member.
- (c) If any member resigns from the Force without having completed the current full calendar year of service, the Board shall submit a bill to the Association, and the Association shall accept the responsibility for payment of the outstanding time owed by the member to the Board for Statutory Holiday Leave and Float Time Leave taken and not earned.

17.4 Probation

- (a) A recruit to the Force shall be accepted as a Probationer Constable and shall be placed in a probationary capacity until successful completion of 18 months' service following the date of enlistment. During the 18 month period the required basic training shall be successfully completed. Any period of service as a pre-recruit shall not be considered service for the purposes of the probationary period as set out in this paragraph (a).
- (b) The probationary period shall be for the purpose of determining a Probationer Constable's suitability for regular employment. At any time during the probationary period, the employment of a Probationer Constable may be terminated if it can be satisfactorily shown that the Probationer Constable is unsuitable for regular employment.
- (c) Under special circumstances the Board may extend the probationary period. In the case where extension is required the Board shall give written notice of the reasons for such extension first to the Association and then to the Probationer Constable.
- (d) A Probationer Constable's suitability for regular employment shall be decided on the basis of factors such as:
 - (i) conduct;
 - (ii) quality of work;
 - (iii) ability to work harmoniously with others;

- (iv) ability to meet the operational and administrative standards set by the Board.
- (e) If a Probationer Constable successfully completes the probationary period and continues in the same position as a regular member, seniority and vacation benefits and other perquisites referable to length of service shall date back to the date of enlistment.
- (f) Upon successful completion of the probationary period as outlined in this Article 17.4, a Probationer Constable shall be promoted to the rank of Fourth Class Constable.

17.5 Increments

- (a) Upon completion of 12 calendar months' service following the date of acceptance as a Probationer Constable, or upon successful completion of the required basic training, whichever is later, a Probationer Constable shall receive an incremental increase to a pay level equal to that of a Fourth Class Constable. Where the reason for failure to complete the required basic training during the Probationer Constable's first 12 calendar months' service following the date of acceptance as a Probationer Constable is beyond the control of the Probationer Constable the Board shall grant the incremental increase to a pay level equal to that of a Fourth Class Constable with retroactive effect to the first anniversary of the date of acceptance as a Probationer Constable.
- (b) After service satisfactory to the Board for a total of 12 calendar months following the effective date of the incremental increase as set out in paragraph (a) above a member who has attained the rank of Fourth Class Constable shall be promoted to the rank and pay of Third Class Constable.
- (c) After service satisfactory to the Board as a Third Class Constable for 12 calendar months, a member shall be promoted to the rank and pay of Second Class Constable.
- (d) After service satisfactory to the Board as a Second Class Constable for 12 calendar months, a member shall be promoted to the rank and pay of First Class Constable.
- (e) In any of the instances set out under (b), (c) and (d) above, where the reason to complete the required training standards is a result of a job related injury or illness and is beyond the control of the member, the Board, at such time as the standard is achieved, shall grant the relevant incremental pay increase with retroactive effect to the appropriate anniversary date.

17.6 Re-employment of Former Members and Employment of New Members Formerly Employed by Another Accredited Canadian Police Force

- (a) A Certified Municipal Constable, as defined in the British Columbia Police Act (1974) Training Rules, as amended from time to time who is engaged by the Chief Constable within 24 months from the date of resignation from previous police employment shall be appointed to the rank held at the time of the resignation provided however that the rank to which the member is appointed shall not be higher than that of a First Class Constable. The member shall be placed in a probationary status for 12 months and the provisions of paragraphs (b) to (e) of Article 17.4, PROBATION, shall apply as though the member were a Probationer Constable.
- (b) A Certified Municipal Constable, as defined in the British Columbia Police Act (1974) Training Rules, as amended from time to time who is engaged by the Chief Constable after 24 months from the date of resignation from previous police employment shall be appointed to the rank immediately below the rank held at the time of resignation provided however that the appointment rank shall not be to a rank higher than Second Class Constable. The member shall be placed in a probationary status for 12 months and the provisions of paragraphs (b) to (e) of Article 17.4 shall apply as though the member were a Probationer Constable.
- (c) Any member who leaves the Department and is subsequently re-employed within one (1) year shall have their seniority restored, subject to adjustment for the period of the absence.

17.7 C.I.B. (Detective), C.L.E.U. Assignments and Task Force

Transfers

Transfer opportunities to specialty sections within the Department shall be confined to those members holding the rank of First Class Constable or higher. Three out of the thirteen constable positions in C.I.B. shall be confined to members with a minimum of eight years of police service, five of which shall have been with Delta. This does not preclude the temporary transfer of any members with special skills or knowledge, to any section of the Department for the purposes of a specific assignment.

ARTICLE 18 GRIEVANCE PROCEDURES

- 18.1 Any grievance as defined in the Labour Relations Code of British Columbia with respect to any matter covered by the terms of this Agreement shall during the term of this Agreement be settled in the following manner:

- (a) Any difference concerning the interpretation, application, or operation of this Agreement or concerning any alleged violation of this Agreement shall be finally and conclusively settled without stoppage of work.
- (b) The grievance shall be stated in writing and submitted to the Chief Constable within thirty (30) days of the occurrence of the complaint or learning of same by the member. Should the Chief Constable be unable to settle the matter within ten (10) days, the Chief Constable shall submit the grievance to the Board.
- (c) The Board and the aggrieved member, with the member's Association Representative shall meet within fourteen (14) days after receipt of the grievance by the Board from the Chief Constable and make every effort to settle the grievance.

Should no settlement be reached under Sub-Section (c) within seven (7) days, or within such further period as may be mutually agreed upon, the grievance shall be submitted to the Board of Arbitration of three (3) persons, one (1) to be chosen by each party and the third (3rd) who shall be Chairman, by the two (2) chosen. The provisions of the Labour Relations Code of British Columbia as to procedure shall apply. The findings of such Arbitration Board shall be final and binding upon both parties.

18.2 Other Disputes

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

ARTICLE 19 ACCESS TO PERSONNEL RECORDS

- (a) Upon receiving the permission of the Chief Constable or designate a member may review the contents of the member's personnel file provided that such review is in the presence of a person authorized for such a purpose by the Chief Constable.
- (b) A copy of any written material concerning a member's job performance shall be provided to the member as soon as possible after it is recorded in the member's file. Should a member dispute any such entry in the file, that member shall be entitled to recourse through the grievance procedure contained in Article 18 of this Agreement. The Employer agrees not to introduce as evidence in any hearing arising from a job performance grievance any document from the file of a member, the existence of which the member was not aware of at the time of filing.

ARTICLE 20 REDUCTION OF THE WORKFORCE, LAYOFF, RECALL20.1 Definitions

- (a) For the purposes of this Article 20 "layoff" means the temporary or permanent termination of employment of a member as a result of the Board's decision to reduce the work force.
- (b) For the purposes of this Article 20 "seniority" means the length of service since the date of the member's last current enlistment.

20.2 Notification of Association

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

20.3 Notification of Members

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

20.4 Reduction in Rank

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

20.5 Layoff

- (a) Members shall be laid off in the order of reverse seniority.
- (b) Medical and Dental coverage for laid off members shall cease as of the last day of the month during which the layoff commenced. All other benefits shall cease on the day of the layoff.
- (c) At least 5 working days prior to their effective date of layoff members will be required to elect in writing to avail themselves of the procedures set forth in

Article 20.6 Recall, or Article 20.7 Compensation. If a member fails to make such election within the specified period the member shall be deemed to have elected compensation pursuant to Article 20.7.

20.6 Recall

In recalling members who have been laid off, the following terms and conditions shall apply only to laid off employees who have elected this process pursuant to paragraph (c) of Article 20.5:

- (a) No new members shall be hired following layoff until those members who were laid off have been given a reasonable opportunity of recall as detailed below:
- (b) Subject to the provisions below, laid off members shall be recalled in order of seniority, and shall retain their right to be recalled for three years immediately following the date of layoff.
- (c) Laid-off members shall be responsible for ensuring that the Board is notified of their most current mailing address and telephone number.
- (d) In recalling a laid off member, the Board shall advise the member by double-registered letter directed to the latest mailing address provided by the member, and shall also advise the Association by copy of such letter.
- (e) A laid off member who does not respond within 7 calendar days of the initial attempt of the Board to contact the member shall have no further right to recall under this Article.
- (f) Upon making contact with a laid off member as outlined in paragraph (d) above, the Board shall notify the member of the time and place for reporting to work, providing that the Board shall, on request, allow the member to report to work up to 14 days from the date of the Board's initial attempt to contact the member, or at the discretion of the Chief Constable whose approval shall not be unreasonably withheld, up to an additional 14 days.
- (g) A laid off member who refuses to or does not report to work at the time and place as determined in paragraph (f) above shall have no further right to recall under this Article.
- (h) Nothing in this Article shall prohibit a member who has forfeited rights to recall from applying for vacancies (following such time as all eligible laid off members have been given a reasonable opportunity of recall) and being appointed in accordance with the provisions of Article 17.6 of the Collective Agreement.

20.7 Compensation

The following shall apply only to laid off members who have elected this process, or who are deemed to have elected this process, pursuant to paragraph (c) of Article 20.5:

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

"Week's Pay" means a laid off member's straight time hourly classified rate of pay, excluding all premium pay, times 40 normal weekly hours.

- (b) Laid off members shall be entitled to compensation of 2 weeks' pay for between 6 months and 2 years of continuous service and 1 additional week's pay for each continuous year of service thereafter, subject to a total maximum of 8 weeks' pay.

PROVIDED THAT, where a member is entitled to compensation for termination pursuant to another provision(s) of the Collective Agreement, the member shall receive the greater of that compensation or the compensation provided for herein but in no event shall the member receive both.

- (c) Members who elect or are deemed to have elected compensation pursuant to paragraph (c) of Article 20.5 shall be considered terminated on the effective date of layoff.

ARTICLE 21 PER DIEM

When a member is required to travel outside the boundaries of the Greater Vancouver Regional District for a period of twenty-four hours or more, the member will receive per diem allowances for meals and expenses in the amount of fifty dollars (\$50.00).

ARTICLE 22 POSTING OF CAREER OPPORTUNITIES

- (a) Notwithstanding the Board's right to freely transfer members within their rank, for the purpose of reminding members of potential career opportunities which may exist and to give members the opportunity to express an interest in them, the Board shall publish notices of potential positions as set out in paragraph (b).
- (b) Notices of potential positions shall be published in the "Daily Bulletin" for a duration of eight (8) days. The notice shall designate a person to be contacted should a member wish to register interest.
- (c) Members will be responsible for registering their interest in a position with the contact person at least once annually.

- (d) In making appointments to positions the Board will include in its consideration members who have registered their interest in such positions within the preceding year, in accordance with this section.
- (e) In instances wherein a member is assigned to a position of a specified duration, and the member wishes to extend such limit, they shall submit a request to that effect in writing to the Chief Constable no later than six (6) months prior to the scheduled expiry of their assignment.

ARTICLE 23 PARITY WITH CITY OF VANCOUVER AND VANCOUVER POLICE UNION

The parties agree that they will continue to work towards comparable total compensation with the Collective Agreement between the Vancouver Police Board and Vancouver Police Union. Each party, however, reserves the right to negotiate terms and conditions of employment appropriate to the needs of the Force.

ARTICLE 24 NO DISCRIMINATION

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

ARTICLE 25 SCHEDULES TO THE AGREEMENT

Schedules "A", "B", "C", and "D" are appended to and form part of this Collective Agreement.

Signed this ____ day of _____, 2001 in the Municipality of Delta in the Province of British Columbia.

IN WITNESS WHEREOF these presents have been executed by the parties hereto as of the day and year first written above.

THE DELTA POLICE BOARD

Chairman

Board Member

Board Member

Board Member

Board Member

THE DELTA POLICE ASSOCIATION

President

Vice-President

Secretary

Treasurer

SCHEDULE "APART ADELTA POLICE BOARD
AND
DELTA POLICE ASSOCIATIONMONTHLY SALARIES AND RATES
EFFECTIVE 2000 JANUARY 01 - 2002 DECEMBER 31

Key: A - 2000 January 01 - 2000 December 31
 B - 2001 January 01 - 2001 December 31
 C - 2002 January 01 - 2002 December 31

<u>RANK</u>		<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
Constable	- Probationer	65	A	3138	1443.37	18.04
			B	3230	1485.68	18.57
			C	3325	1529.38	19.12
	- 4 th Class	75	A	3620	1665.07	20.81
			B	3727	1714.29	21.43
			C	3837	1764.88	22.06
	- 3rd Class	80	A	3862	1776.38	22.20
			B	3975	1828.36	22.85
			C	4093	1882.63	23.53
	- 2nd Class	90	A	4344	1998.08	24.98
			B	4472	2056.96	25.71
			C	4604	2117.67	26.47
	- 1st Class	100	A	4827	2220.25	27.75
			B	4969	2285.56	28.57
			C	5116	2353.18	29.41
	- After 10 years & fulfilled require- ments for increment (See Note 5 in Part C)	105	A	5068	2331.10	29.14
			B	5217	2399.63	30.00
			C	5372	2470.93	30.89
- After 15 years & fulfilled require- ments for increment (See Note 5 in Part C)	110	A	5310	2442.41	30.53	
		B	5466	2514.16	31.43	
		C	5628	2588.68	32.36	

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

Page 2

Key: A - 2000 January 01 - 2000 December 31
 B - 2001 January 01 - 2001 December 31
 C - 2002 January 01 - 2002 December 31

<u>RANK</u>	<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
- After 20 years & fulfilled requirements for increment (See Note 5 in Part C)	115	A	5551	2553.26	31.92
		B	5714	2628.23	32.85
		C	5883	2705.97	33.82
Sergeant	120	A	5792	2664.11	33.30
		B	5963	2742.77	34.28
		C	6139	2823.72	35.30
- Fulfilled requirements for increment (See Note 5 in Part C)	125	A	6034	2775.42	34.69
		B	6211	2856.84	35.71
		C	6395	2941.47	36.77
Staff Sergeant	130	A	6275	2886.27	36.08
		B	6460	2971.37	37.14
		C	6651	3059.22	38.24
- Fulfilled requirements for increment (See Note 5 in Part C)	135	A	6516	2997.13	37.46
		B	6708	3085.44	38.57
		C	6907	3176.97	39.71
Evidence Technician	105	A	5068	2331.10	29.14
		B	5217	2399.63	30.00
		C	5372	2470.93	30.89
- After 10 years	112	A	5406	2486.57	31.08
		B	5565	2559.70	32.00
		C	5730	2635.59	32.94
- After 10 years qualified	115	A	5551	2553.26	31.92
		B	5714	2628.23	32.85
		C	5883	2705.97	33.82
Identification Supervisor	125.5	A	6058	2786.46	34.83
		B	6236	2868.34	35.85
		C	6421	2953.43	36.92

SCHEDULE "A"PART B

This Part lists ranks (Corporal and Detective) or rank indices (for Constables and Sergeant) prior to restructuring) which have been discontinued pursuant to the Restructuring of the Ranks as outlined in Item #3 of Schedule "D". 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.

Key: A - 2000 January 01 - 2000 December 31
 B - 2001 January 01 - 2001 December 31
 C - 2002 January 01 - 2002 December 31

<u>RANK</u>	<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)	
Constable	- Probationer	76	A	3669	1687.61	21.10
			B	3776	1736.82	21.71
			C	3888	1788.34	22.35
	- 3 rd Class	84	A	4055	1865.15	23.31
			B	4174	1919.89	24.00
			C	4297	1976.47	24.71
	- 2 nd Class	92	A	4441	2042.70	25.53
			B	4571	2102.50	26.28
			C	4707	2165.05	27.06
	- 1 st Class	100	A	4827	2220.25	27.75
			B	4969	2285.56	28.57
			C	5116	2353.18	29.41
	- After 10 years	102	A	4924	2264.86	28.31
			B	5068	2331.10	29.14
			C	5218	2400.09	30.00
	- After 10 years qualified	105	A	5068	2331.10	29.14
			B	5217	2399.63	30.00
			C	5372	2470.93	30.89
Corporal	115	A	5551	2553.26	31.92	
		B	5714	2628.23	32.85	
		C	5883	2705.97	33.82	

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

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Key: A - 2000 January 01 - 2000 December 31
 B - 2001 January 01 - 2001 December 31
 C - 2002 January 01 - 2002 December 31

<u>RANK</u>	<u>INDEX</u> (%)		<u>MONTHLY</u> (\$)	<u>BI-WEEKLY</u> (\$)	<u>HOURLY</u> (\$)
- Fulfilled require- ments for increment (See Note 6 in Part C)	120	A	5792	2664.11	33.30
		B	5963	2742.77	34.28
		C	6139	2823.72	35.30
Detective	115	A	5551	2553.26	31.92
		B	5714	2628.23	32.85
		C	5883	2705.97	33.82
Sergeant	125.5	A	6058	2786.46	34.83
		B	6236	2868.34	35.85
		C	6421	2953.43	36.92

SCHEDULE "A"PART CNOTES:(1) Field Trainer

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 ($\frac{1}{2}$) of the difference between the daily rate of a 1st Class Constable (rank index of 100%) and the daily rate of a 1st Class Constable (rank index of 115%) for the time worked as a Field Trainer. The Field Trainer allowance is as follows:

Key: A - 2000 January 01 - 2000 December 31
 B - 2001 January 01 - 2001 December 31
 C - 2002 January 01 - 2002 December 31

A	24.98 PER 12 HOUR DAY
B	25.70 PER 12 HOUR DAY
C	26.46 PER 12 HOUR DAY

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%

(2) Dog Handler

A member who is required to perform in the capacity of a 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:

Key: A - 2000 January 01 - 2000 December 31
 B - 2001 January 01 - 2001 December 31
 C - 2002 January 01 - 2002 December 31

A	193.08 PER MONTH
B	198.76 PER MONTH
C	204.64 PER MONTH

(3) Shift Differential

For those members working a tour of duty on the afternoon shift, a shift differential of \$0.58 per hour will be paid.

For those members working a tour of duty on the night shift, a shift differential of \$0.73 per hour will be paid.

(4) Members employed as Evidence Technicians shall not be entitled to receipt of increment(s) beyond the rank index of First Class Constable but shall instead be paid in accordance with the Evidence Technician scale set out above. Members shall, however, be entitled to undertake and complete educational programs approved for increment qualification purposes, such potential increment level to become effective in the event the member is transferred out of the Evidence Technician position, and otherwise satisfactorily completes all qualifying elements of the increment process.

(5) Requirements for increments as outlined in Item #3 of Schedule "D".

(6) Restructuring Agreement - Grandfathered Corporals

Effective 1998 April 30, Sergeant Level IIIs grandfathered pursuant to the Restructuring Agreement between the parties dated 1996 September 25 shall become eligible for receipt of a single, five percent (5%) increment on the same basis (i.e., time in rank, education and examination) as is applicable for members occupying positions at the rank of Sergeant. Sergeant Level IIIs have until 1998 December 31 to complete one course and an examination set by the Department in order to be eligible for receipt of the increment; in the event such course and examination are not completed by 1998, two courses and the examination will be required in 1999, or three courses and an examination in 2000.

SCHEDULE "B"THE DELTA POLICE BOARD

and

THE DELTA POLICE ASSOCIATIONClothing Issue and Re-Issue

Every member upon commencement of employment and subject to the Police Act of British Columbia shall receive an initial issue of clothing and equipment as follows:

- (a) one (1) pair of shoes (Dayton)
OR
- (b) one (1) pair of boots (Danner Gortex or, in the case of recruits, the Dayton Boot)
- (c) two (2) ties
- (d) one (1) pair of gloves
- (e) two (2) uniform shirts long sleeve OR 4 shirts either long or short sleeve
- (f) two (2) uniform shirts short sleeve
- (g) one (1) uniform cap and hat badge
- (h) one (1) cloth uniform tunic
- (i) two (2) pair of uniform trousers
- (j) one (1) uniform rain slicker
- (k) one (1) uniform winter jacket (Blauer Gortex)
- (l) one (1) black gun-belt with buckle, holster and hand-cuff pouch
- (m) one (1) pair of hand-cuffs with key
- (n) one (1) issue .40 calibre pistol and initial ammunition
- (o) one (1) station key
- (p) one (1) badge of office and Identification card
- (q) four (4) pairs of black socks
- (r) one (1) Cap rain-cover (initial issue and then as required)
- (s) one (1) 'mini-mag' flashlight and holder
- (t) one (1) copy of approved Policy and Proc. Manual
- (u) one (1) pepper mace and holder

as well as any other clothing and equipment that shall be needed, at the discretion of the Chief Constable. The last issue of articles listed above and any equipment so issued shall remain the property of the Board. The style and character of the uniform and equipment shall be at the discretion of the Board and conform to regulations of the B.C. Police Commission. All clothing and equipment will be re-issued on an 'as required' basis at the Chief Constable's discretion. A

refusal of issue may be appealed through regular grievance procedure as outlined in Article 17 of this Agreement.

All orders shall be placed by December 30 of the year prior to issue.

Any articles, either clothing or equipment, soiled or damaged in the course of duty, other than through normal wear, shall be cleaned or repaired, or if too badly damaged, renewed upon the recommendation of the Chief Constable, the expense to be borne by the BOARD.

Any personal equipment or clothing essential to the course of duty which is soiled or damaged in the course of duty, other than through normal wear, shall be cleaned or repaired, or if too badly damaged, renewed upon the recommendation of the Chief Constable, the expense to be borne by the BOARD.

NOTE: "Personal equipment or clothing essential to the course of duty" but not part of the normal Board issue must be recorded and approved by the Chief Constable prior to any claim for loss and/or damage, in order to be eligible for claim.

Body Vest Any member who elects in writing to receive an approved protective body vest, will be supplied with one by the Board.

The selection of a standard style and make of vest will be made jointly by the Board and the Association.

Batons Batons be issued to members after appropriate instructions and training are provided.

SCHEDULE "C

Pursuant to Article 17.2(c), and in accordance with Article 17.2(d), the hours of work for members assigned to positions identified below shall be as indicated:

C.I.B. Staff Sergeant	8.5 hours
C.I.B. Sergeant	10.5 hours
Detectives	10.5 hours
Fraud Members	10.5 hours
Gang/Intelligence	10.5 hours
Task Force Constables	10.5 hours
Task Force Coordinator	10.5 hours
Identification Section	8.5 hours
Drug Section	10.5 hours
Desk Officer	8.5 hours
Dog Squad	12.0 hours or 10.5 hours
Traffic Constables	12.0 hours
Traffic Supervisor	12.0 hours
Readers	8.5 hours
Records/Readers Supervisor	8.5 hours
S/Sgt. Support Services	8.5 hours
Sgt. Support Services	42.5 hours flexible
Cpl. Support Services	8.5 hours
Training Constables	42.5 hours flexible
Secondments to Justice Institute	8.5 hours
CRU Constables	42.5 hours flexible
School Liaison	42.5 hours flexible
Administration CPL	42.5 hours flexible
OCA Secondment	10.5 hours
Youth Detail	42.5 hours flexible
Human Resources Sergeant	42.5 hours flexible

Note: Positions designated as working 'flexible' hours are self-scheduled by the member(s) involved, such schedules being subject to supervisory approval.

SCHEDULE "D"NO. 1**LETTER OF UNDERSTANDING - JOB SHARING**

between the

DELTA POLICE BOARD
(hereinafter called "the Employer")

and the

DELTA POLICE ASSOCIATION
(hereinafter called "the Association")

The Employer and the Association agree that where a member wishes to share the member's 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) (effective 2001 February 13, for a minimum of one (1) year) accommodation for employees with particular difficulties associated with such things as maternity leave, child care, family complications, health problems, and 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 the member's position with another member and has received formal approval from the Chief Constable or designate and the Association, the member shall be entitled to do so in accordance with the provisions of this Letter of Understanding.

II. Procedure

1. The member shall apply in writing to the Inspector in charge of the approved area in which the job sharing is being requested. A listing of approved areas in

SCHEDULE "D" - NO. 1Letter of Understanding - Job Sharing (cont'd)

Page 2

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 Chief Constable and the Association.

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 Chief Constable shall provide each affected member with a letter covering the terms and conditions of the job sharing arrangement signed by the Employer and the Association.
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 Association may request a meeting with the Chief Constable or designate to discuss the matter.

III. Duration

1. Each job sharing arrangement shall be for a maximum period of one (1) year unless extended by mutual agreement between the Employer and the Association.
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.
3. Upon the expiry or termination of the job sharing arrangement, the member shall revert to working in the member's 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.

SCHEDULE "D" - NO. 1Letter of Understanding - Job Sharing (cont'd)

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IV. Employee Status and Working Conditions

1. A member in a job sharing arrangement shall continue to maintain the member's 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 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.

SCHEDULE "D" - NO. 1Letter of Understanding - Job Sharing (cont'd)

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(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 compensating 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.

(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

SCHEDULE "D" - NO. 1Letter of Understanding - Job Sharing (cont'd)

Page 5

shall continue to apply on the same percentage basis applied to the reduced earnings.

(g) Compassionate Leave

The provisions of Subsection 14.5 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 Article 9 (Special Allowances)

Article 9 of the Collective Agreement shall apply to members participating in a job sharing arrangement, EXCEPT THAT Subsections 9.1 (Service Pay) and 9.2 (Clothing Allowance) shall, if applicable, accrue on a prorated basis in accordance with the ratio that the member's scheduled weekly hours of work bears to the full-time hours of the position being shared.

VI. Application of Articles 10 (Overtime) and 13 (Overtime Pay Option)

Articles 10 and 13 of the Collective Agreement shall apply to members participating in a job sharing arrangement EXCEPT THAT,

- (i) regardless of the schedule of hours worked by a member in the job sharing arrangement, overtime (extended tour of duty) premiums as provided pursuant to Subsection 10.1 shall not be triggered unless and until a member is required to work overtime of one-half (½) hour or more in excess of eight (8), ten (10), or twelve (12) consecutive hours, as the case may be, of regular police work; similarly, overtime premiums shall not be triggered unless and until a member's weekly hours of work exceed forty (40); and
- (ii) Article 13 shall be varied in its application to members participating in a job sharing arrangement to the extent that "60 hours" shall be substituted for "120 hours" wherever the latter appears in the Article.

SCHEDULE "D" - NO. 1
Letter of Understanding - Job Sharing (cont'd)

VII. Termination

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

SCHEDULE "D" - NO. 1

Letter of Understanding - Job Sharing (cont'd)

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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 Association dated 1995 November 15:

All areas of the Department subject to applications being considered on a case by case basis.

SCHEDULE "D"NO. 2MEMORANDUM OF AGREEMENT

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

RE: RESTRUCTURING WITHIN THE RANKS OF THE ASSOCIATION

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 Association'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 Association 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 1996 September 01, 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 1996 September 01 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.

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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.)
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; 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 (but following the date of ratification of this Memorandum of Agreement) have successfully completed on their own time two external courses of study approved by the Department per increment 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 (but 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

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- as at 2000 December 31 must by such date (but 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) (but 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. Effective the date of ratification of this Memorandum of Agreement, Sergeants confirmed in their rank who are promoted to the rank of Staff Sergeant shall receive 135% of the First Class Constable rate of pay; similarly, Sergeants confirmed in their rank who are required either to perform relief acting duties as Staff Sergeants or to perform Staff Sergeant duties on supervisory callouts, or those assigned Staff Sergeants' positions on a long-term 'while so employed' basis, shall receive 135% of the First Class Constable rate of pay.
 8. 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 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.
 9. 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. 10 below, 125% of the First Class Constable rate of pay.
 10. 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 (but 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 (but 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.
 11. 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

SCHEDULE "D" - NO. 2Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 4

- promoted, terminate their employment with the Employer, retire or are reduced in rank for just cause.
12. Effective the date of ratification of this Memorandum of Agreement, Sergeants promoted to the rank of Staff Sergeant shall receive 130% of the First Class Constable rate of pay. (A complete rank index and salary scale for the rank of Staff Sergeant is appended hereto as Schedule III.)
 13. Effective 1998 December 31 and thereafter, Staff Sergeants, except as set out in Item 7 above, who have been promoted to the rank of Staff Sergeant for three years shall become eligible for and shall receive, subject to meeting the requirements set out under Item No. 14 below, 135% of the First Class Constable rate of pay.
 14. Effective 1998 December 31, in order to commence receipt of a subsequent increment an eligible Staff Sergeant must have successfully completed on his/her own time (but 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 Staff Sergeant must have successfully completed on his/her own time (but 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.
 15. The Employer and the Association agree that, in the event the introduction of the restructuring as set out in this Memorandum of Agreement 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 V-A. Schedule V-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 V-A costing model shall be applied reflecting the number of Constables, Sergeants and Staff Sergeants at each increment level and the results, calculated in 1996 dollars, shall be subtracted from the Schedule V-B base; any positive resulting difference shall constitute the savings to be allocated as set out above.

SCHEDULE "D" - NO. 2Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 5

16. The Employer and the Association agree that in order to assist in achieving the foregoing restructuring on a cost-neutral basis, recruits hired on or after the date of ratification of this Memorandum of Agreement shall not be eligible for receipt of compensation pursuant to Article 15.4 (Telephones) of the Collective Agreement.

17. The Employer and the Association further agree that in the event the Vancouver Police Department introduces a physical fitness standard/assessment as representing an eligible course for purposes of constituting a credit toward movement between increment levels, then the Delta Police Department shall adopt such standard/assessment in a like manner and shall commence providing similar credit toward movement between increment levels pursuant to the provisions of this Memorandum of Agreement.

SCHEDULE "D" - NO. 2Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 6

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 Delta Police Board, and the Delta Police Association, dated 1996 September 25.

SCHEDULE IDELTA POLICE BOARD - DELTA POLICE ASSOCIATION1996 January 01 - 1996 December 31

<u>Class Title</u>	<u>Rank Index</u>		<u>Effective 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
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 "D" - NO. 2

Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 7

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 Delta Police Board, and the Delta Police Association, dated 1996 September 25.

SCHEDULE IIDELTA POLICE BOARD - DELTA POLICE ASSOCIATION

1996 January 01 - 1996 December 31

<u>Title</u>	<u>Rank Index</u>		<u>Effective 1996 January 01</u>
*Sergeant:	120%	Monthly	5408
		Biweekly	2487.49
		Hourly	31.0936
	125%	Monthly	5634
		Biweekly	2591.44
		Hourly	32.3930

*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.

SCHEDULE "D" - NO. 2

Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 8

This is Schedule III referred to in Items No. 11, 12, 13 and 14 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the Delta Police Board, and the Delta Police Association, dated 1996 September 25.

SCHEDULE IIIDELTA POLICE BOARD - DELTA POLICE ASSOCIATION

1996 January 01 - 1996 December 31

<u>Title</u>	<u>Rank Index</u>		<u>Effective 1996 January 01</u>
*Staff Sergeant:	130%	Monthly	5859
		Biweekly	2694.93
		Hourly	33.6866
	135%	Monthly	6084
		Biweekly	2798.42
		Hourly	34.9803

*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.

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

SCHEDULE "D" - NO. 2

Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd) Page 9

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 Delta Police Board, and the Delta Police Association, dated 1996 September 25.

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)
20	1976	0*	(1998)	2	(1998)	2	(1998)
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.

SCHEDULE "D" - NO. 2

Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd)Page 10

This is Schedule V-A referred to in Item No. 15 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the Delta Police Board, and the Delta Police Association, dated 1996 September 25.

SCHEDULE V-A

Delta Police Department Restructuring			
Long Term Annualized Cost Projection Prior to Restructuring			
	Average Cost Per Member (Includes 23.5% Benefit Load)	Projected Structure Prior To Restructuring	Projected Cost Prior to Restructuring
Chief	127,205	1	127,205
Deputy Chief	121,899	1	121,899
Inspector - 160%	106,870	5	534,350
Staff Sergeant - 135%	90,172	6	541,032
Sergeant - 125.5%	83,826	7	586,782
Ident. Supv. - 125.5%	83,826	1	83,826
Cpl./Detective - 115%	76,813	18	1,382,634
Evidence Tech. - 115%	76,813	3	230,439
P.C. - 105%	70,133	45	3,155,985
P.C. - 102%	68,130	0	0
P.C. - 100%	66,794	35	2,337,790
P.C. - 92%	61,450	5	307,250
P.C. - 84%	56,107	5	280,535
P.C. - 76%	50,763	5	253,815
Total		137	9,943,542

Note: Based on 137 sworn members, an average of 5 recruits would be hired each year.

SCHEDULE "D" - NO. 2

Memorandum of Agreement - Restructuring Within the Ranks of the Association (cont'd)Page 11

This is Schedule V-B referred to in Item No. 15 of the Memorandum of Agreement between the GVRD Labour Relations Department acting on behalf of the Delta Police Board, and the Delta Police Association, dated 1996 September 25.

SCHEDULE V-B

Delta Police Department Restructuring			
Long Term Annualized Cost Projection After Restructuring			
	Average Cost Per Member (Includes 23.5% Benefit Load)	Structure After Restructuring as at December 01	Cost After Restructuring as at December 01
Chief	127,205		
Deputy Chief	121,899		
Inspector - 160%	106,870		
Staff Sergeant - 135%	90,172		
Staff Sergeant - 130%	86,832		
Sergeant - 125%	83,492		
Sergeant - 120%	80,152		
P.C. - 115%	76,813		
P.C. - 110%	73,473		
P.C. - 105%	70,133		
P.C. - 100%	66,794		
P.C. - 90%	60,114		
P.C. - 80%	53,435		
P.C. - 75%	50,095		
P.C. - 65%	43,416		
Total			

Note: Based on 137 sworn members, an average of 5 recruits would be hired each year.