

2000-2002

COLLECTIVE AGREEMENT

between

THE VANCOUVER POLICE BOARD

and

THE VANCOUVER POLICE UNION

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THIS AGREEMENT BETWEEN:

**VANCOUVER POLICE BOARD**

(hereinafter called the "Employer")

OF THE FIRST PART

AND:

**VANCOUVER POLICE UNION**

(hereinafter called the "Union")

OF THE SECOND PART

WITNESSETH THAT:

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

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

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

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

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

1. **DEFINITIONS**

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

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

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

2. TERM OF AGREEMENT

This Agreement shall be for a term of three (3) years with effect from 2000 January 01 to 2002 December 31, both dates inclusive.

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

3. UNION SECURITY

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

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

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

#### 4. REMUNERATION

##### 4.1 Pay Schedule

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

#### 5. PAY FOR ACTING SENIOR CAPACITY

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

#### 6. SPECIAL ALLOWANCES

##### 6.1 Clothing Allowance

- (a) Every uniformed member shall be issued on an as-required basis at the discretion of the Chief Constable the following items of uniform: tunic, trousers, skirts, overcoats, caps, waterproof clothing, boots/shoes (recruits only), briefcase (recruits only), footwear allowance of two hundred and fifty dollars (\$250.00) once every three years (except recruits), ties, gloves, t-shirts, shirts and socks. The last issue of such items shall remain the property of the Employer. A refusal of issue may be appealed through regular grievance procedure as outlined in Section 14 of this Agreement.
- (b) Style and character of the uniform and equipment issued to members shall be at the discretion of the Employer. The Union shall be afforded the opportunity of meeting with the Chief Constable or a designated officer for the purpose of communicating the views of the Union with respect to the style and character of the uniforms. Prior to a change being made in the style or character of the uniforms, the Union will be advised of the proposed change and afforded an opportunity of considering the proposed changes and meeting with the Chief

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

- (c) All damage to clothing and equipment incurred in the course of duty shall be assumed and made good by the Employer upon the recommendation of the Chief Constable.
- (d)
  - (i) All members who are required to provide and wear civilian clothing as a part of their regular duties shall be reimbursed by the Employer for expenses incurred in the purchase of such clothing. Such reimbursement shall be in an amount not to exceed one thousand seventy dollars (\$1,070.00) per annum, which amount shall be prorated in the instance of a member completing a part year of service wherein the member is required to wear civilian clothing as a part of the member's regular duties. The member may elect to receive such clothing allowance as 1 (one) lump sum at the outset of the calendar year, or as 3 (three) lump sum payments at intervals throughout the year, subject to the requirement that any clothing allowance received by a member for a period of a calendar year during which the member is not required to wear civilian clothing, shall be rebated to the Employer.
  - (ii) All members granted clothing allowance on a temporary or intermittent basis shall be paid in lieu of the clothing mentioned in Section 6.1(a) the sum of four dollars and five cents (\$4.05) for each day such members are required to work in civilian clothes.
- (e) The Employer shall provide cleaning services to all members who are required to wear a uniform in the performance of their duties, with the following maximums:
  - 1 (one) uniform shirt per working day;
  - 1 (one) pair of uniform pants per week;
  - 1 (one) uniform tunic every 2 weeks; and
  - 1 (one) storm coat every month.
- (f) Each member shall be entitled to be issued a protective vest, including a front trauma plate for those who request it, and the Employer shall pay 100% of the cost thereof. The selection of a standard style and make of protective vest shall be made by the Employer. The protective vest shall remain the property of the Employer.
- (g) The Employer shall provide cleaning services to all members granted a permanent clothing allowance, with the following maximums:
  - 1 (one) shirt per working day;
  - 1 (one) pair of pants per week;

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

(h) It is understood that members absent on either sick leave or Workers' Compensation benefits for a period in excess of four consecutive weeks shall not be entitled to the benefits provided pursuant to Subsections (d), (e), and (f) of this Section 6.1 for the duration of such absence.

#### 6.2 Motorcycle Pay

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

#### 6.3 Service Pay

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

#### 6.4 Educational Fund

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

member producing written proof from the Course Administrator certifying a minimum 80% attendance, and a satisfactory completion of such course.

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

#### 6.5 Shift Differentials

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

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

#### 6.6 Occupational Health and Safety First Aid

Each member who is a holder in good standing of a Workers' Compensation Board Occupational Health and Safety First Aid Certificate, and who is designated by the

Employer to perform such first-aid duties, shall receive a premium payment in accordance with the following schedule:

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

## 7. OVERTIME

### 7.1 Calculation of Overtime

For the purposes of this Section 7

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

Any overtime incurred under Sections 7.3 and 7.4 (except as otherwise provided in Section 7.4) shall be calculated on the basis of the number of hours' overtime worked multiplied by 1 (one), 1½ (one and one-half) or 2 as the case may be and the result shall be taken to the nearest hour.

### 7.2 Election Respecting Compensation

- (a) Subject to the provisions of Section 7.7 respecting the accumulation of overtime, every member who is entitled to compensation pursuant to Sections 7.3 to 7.6, 8.2(b) and 8.2(c) shall elect either to be paid or to receive time off in lieu thereof, provided that in respect of working overtime or on a public holiday, the election shall be made at the time such compensation is earned, and in respect of compensation pursuant to Section 8.2(c), the election shall be made as soon as reasonably possible.
- (b) Time off in lieu of payment for overtime shall be taken by the member entitled thereto at a time which is mutually acceptable to the member and the Employer.

### 7.3 Extended Tour of Duty

- (a) A member who is required immediately following completion of a shift to work overtime of ½ (one-half) hour or more in excess of 8 (eight) consecutive hours of regular police work (for purposes of this Section 7.3 only to be deemed to be inclusive of the minimum 15 (fifteen) minutes preceding shift start time that a member is required to report for duty) shall be compensated at the rate of 1½ (one and one-half) times the hourly rate of such member, computed on the basis of the member's regular working hours, for the first 2 consecutive hours of

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

(b) Cancellation of Leaves

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

7.4 Callouts

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

- (a) If a member is required to return to work on their regular day off the member shall be compensated at double the member's regular hourly rate of pay for each such hour worked or for 3 hours at double the member's regular hourly rate of pay, whichever is the greater.
- (b) Effective 2000 August 09, notwithstanding Subsection 7.2(a), members called out pursuant to this Section 7.4 to events for which the Employer recovers costs from 3<sup>rd</sup> parties, shall not be entitled to elect to receive time off in lieu of payment.
- (c) Effective 2000 August 09, in the event that a member is denotified with respect to a scheduled callout (for an event for which the Employer recovers costs from 3<sup>rd</sup> parties) within twenty-four (24) hours of the time at which such member is scheduled for such callout, then the member shall receive 3 hours' pay at the member's regular hourly rate of pay. Members earning compensation under this provision shall not be entitled to elect to receive time off in lieu of payment.

Denotification for callout under this Section 7.4(c) shall be subject to the same conditions and communicated in the same manner as described in Sections 7.5(J)(a), 7.5(J)(b) and 7.5(J)(c) which deal with denotification for Court appearances.

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

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

Subject to the exigencies of the Department:

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

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

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

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

plus,

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

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

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

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

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

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

(h) Standby

Where a member is required to stand by such member shall be compensated at the rate of 3 hours' straight-time for the time which the member is required to stand by in any 24 hour period between 12 o'clock midnight of any given day and 12 o'clock midnight of the following day and if a member is called out while on standby such member shall be compensated for such callout as provided in Section 7.4(a) or 7.4(e) (whichever Section is applicable) in addition to the member's standby compensation.

## 7.5 Court Time Schedule, Denotification

### A. Definitions

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

- (1) a Court of Criminal or Civil jurisdiction including Traffic Hearing Rooms;
- (2) where arising out of Part 9 of the Police Act, a Disciplinary Proceeding or Public Hearing, an appeal hearing before the Board;
- (3) where specifically approved by the Chief Constable or where the member is obliged to attend by way of subpoena, any other tribunal (whether in Canada or elsewhere) acting in a judicial or quasi-judicial capacity whether in criminal, civil or administrative matters except a tribunal seized of labour relations matters involving the Employer, the Union or the members covered by the Union's certificate of bargaining authority. (Note: It is the specific intent of this paragraph (d) to exclude attendance at hearings conducted by the Labour Relations Board, boards of arbitration, Industrial Inquiry Commissions or any other tribunals in those cases where the Union or the members covered by its certificate of bargaining authority are parties to the matters before the tribunal.)

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

### B. Court Times

Court times shall be considered as:

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

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

### C. Court Compensation Schedules

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

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

Afternoon Session            4 hours

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

Morning Session            4 hours

Afternoon Session           3 hours;

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

Morning Session            6 hours

Afternoon Session           4 hours

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

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

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

Morning Session            8 hours

Afternoon Session           6 hours

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

- (b) In the event that a member attends a Court session which commences on or after 1630 hours, and such attendance follows an earlier afternoon session attendance as in sections C(a)(1), C(a)(2), C(a)(3) or C(a)(4) above, then such appearance shall be compensated as an additional attendance in accordance with the appropriate premium designated for such afternoon Court session.
- (c) In the event that a member is required to attend a Prosecutor's interview following attendance at an afternoon court session, on a day off, then he/she shall be compensated in accordance with the provisions of Section 7.4 (Callouts).

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

D. Relief From Duty

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

E. Court Attendance While on Annual Leave

- (a) Annual Leave for all Court claim purposes includes all overtime leave and weekly leave scheduled in conjunction with Annual Leave or cumulative time off at the time of Annual Leave sign-up.
- (b) If a member is required to attend Court while on annual leave, compensation therefore will be on the basis of twenty (20) hours for each day or part of a day of required attendance. Interviews preceding Court on annual leave shall be compensated in accordance with 7.5(F).

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

F. Prosecutor's Interviews

- (a) Where a member is required to attend a Prosecutor's interview immediately following the completion by the member of a regular day shift in preparation for a case to be heard in a Court of criminal jurisdiction at which the member is to give evidence as a witness, the member shall be entitled to 4 hours' compensation.
- (b) When the morning session of a Court of criminal jurisdiction commences at 1000 hours and a member is required to attend a Prosecutor's interview on the same day such Court is held and at which the member is to give

evidence as a witness, the member shall be entitled to compensation for attending the Prosecutor's interview as follows:

- (1) for attendance at 0830 hours the member shall be entitled to 2 hours' compensation;
- (2) for attendance at 0900 hours the member shall be entitled to 1½ (one and one-half) hours' compensation;
- (3) for attendance at 0930 hours the member shall be entitled to 1 (one) hours' compensation.

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

- (c) When the afternoon session of a Court of criminal jurisdiction commences at 1400 hours and a member is required to attend a Prosecutor's interview on the same day such Court is held and at which the member is to give evidence as a witness, the member shall be entitled to compensation for such attendance upon the Prosecutor as follows:

- (1) for attendance at 1230 hours the member shall be entitled to 2 hours' compensation;
- (2) for attendance at 1300 hours the member shall be entitled to 1½ (one and one-half) hours' compensation;
- (3) for attendance at 1330 hours the member shall be entitled to 1 (one) hour's compensation.

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

#### G. Travelling for Court Purposes

- (a) Where a member is required by subpoena to attend and give evidence in a Court outside the boundaries of the Greater Vancouver Regional District, and where the member will practically require the use of a commercial airline or other commercial travel, the following provisions shall apply:
  - (1) Each day that the member is on such duty will be considered as an 8 hour tour of duty. No overtime provision will apply nor will

there be any reduction to the consideration of an 8 hour tour of duty if the member's trip is in fact less than 8 hours in duration;

- (2) If the member's trip involves a day of scheduled weekly leave, then the member will receive twice the 8 hour rate for each scheduled weekly leave day involved;
  - (3) If the member's trip is during the course of scheduled weekly hours, the member will receive straight-time rate but will be relieved of normal duties for at least 8 hours prior to the commencement of the trip and at the conclusion of the trip;
  - (4) In order to accommodate paragraph (3) of this Section G(a), there will be no penalty for the Employer for any shift change required to relieve the member of duties prior to and after the trip.
- (b) Where a member is required by subpoena to attend Court outside the boundaries of the Greater Vancouver Regional District and for such purpose uses their own motor vehicle to travel from such member's home to Court and return home that member shall be entitled to be paid a mileage allowance in accordance with the schedule made by the City of Vancouver from time to time for its employees, for the distance travelled in excess of 50 miles. In no event will mileage be paid for Court appearances within the boundaries of the Greater Vancouver Regional District.
  - (c) Where a member receives a subpoena or a request for such member's attendance from any tribunal referred to in paragraph (3) of the definition of "Court" in Subsection 7.5(A), such member shall notify the appropriate supervisor immediately. The Department will then determine whether or not the member should attend. A member shall not attend such hearing without explicit authorization from a supervisor.
  - (d) Where a member is required to appear as a witness on behalf of the Employer in any of the tribunals referred to in paragraph (3) of the definition of "Court" in Subsection 7.5(A), such member shall, when so required during off-duty hours, be compensated in accordance with Section 7.3--Extended Tour of Duty or Section 7.4--Callouts as appropriate.

#### H. Resigned and Retired Members

Any former member who has resigned or has retired on superannuation or any member who is absent from duty on authorized unpaid leave of absence and who is scheduled to attend at Court as a consequence of the performance of their

duties as a police officer shall be allowed compensation equivalent to 4 (four) hours for each of the following sessions attended:

Morning Session  
Afternoon Session

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

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

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

- (4) the member's telephone answering machine; or
  - (5) the member's voice mail box, including a date and time of call feature. Effective 2000 August 09, members will be required to access their Departmental Voice Mail once, anytime within four (4) hours of their scheduled court appearance and/or interview.
- (d) Given the serious consequences of an improper denotification, the Employer will provide a system whereby members can verify a denotification.
  - (e) In the event that a member is denotified with respect to a scheduled Court appearance within twenty-four (24) hours of the time at which such member is scheduled to appear at Court, then the member shall receive one-half ( $\frac{1}{2}$ ) of the compensation to which the member would otherwise have been entitled had the member attended at Court; EXCEPT THAT in the event that a member is simultaneously so denotified with respect to two Court appearances scheduled within the referenced twenty-four (24) hour period, then the member shall receive one-half ( $\frac{1}{2}$ ) of the compensation to which the member would otherwise have been entitled had the member attended at the morning session of such scheduled Court appearance.
  - (f) Where a member who has been scheduled to attend Court during annual leave is subsequently advised that their attendance will not be required, then unless the member is advised prior to the commencement of their annual leave that attendance is not required, the member shall be allowed compensation equivalent to  $\frac{1}{2}$  (one-half) of the minimum amount the member would have been allowed had the member attended. Effective 2000 August 09, for the purposes of this Section, members will not be required to check their voice mail box prior to attending court, during annual leave only.

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

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

## 7.6 Compensation for Court Attendance by an Acquitted Member

Where a member has been accused and acquitted in any proceedings arising out of such member's duties while engaged as a member of the Department the member shall be allowed compensation in accordance with Section 7.5 (except Subsection H), provided however, that the member shall not receive any compensation for attending such proceedings over and above the member's regular salary and member benefits if the member is on duty or is under suspension.

## 7.7 Accumulation of Overtime

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

- (h) When a member is required to attend Court while on a week of scheduled CTO, such time off shall be considered as annual leave for all purposes relating to the Court appearance.
- (i) When a member is required to report for work while on a week of scheduled CTO, the member shall be compensated at the rate of a minimum of 20 hours for each day so called out.
- (j) A member who has completed 5 or more years' continuous service may convert up to 40 hours of accumulated gratuity credits to overtime and add them to the member's accumulated overtime, but such conversion may be made only once annually by a member.
- (k) Upon promotion, the Employer shall have the option of reducing a member's banked overtime to 80 hours by paying out the amount in excess of 80 hours.

## 8. ANNUAL LEAVES AND PUBLIC HOLIDAYS

### 8.1 Annual Leaves

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

- (a) Members leaving the service in less than 12 months from the date of appointment shall be granted annual leave pay in accordance with Part 4 of the Employment Standards Act;
- (b) In the first part calendar year of service, annual leave will be granted on the basis of  $\frac{1}{12}$  (one-twelfth) of 10 working days for each month or portion of a month greater than  $\frac{1}{2}$  (one-half) worked by December 31;
- (c) During the second up to and including the seventh calendar year of service--15 working days;
- (d) During the eighth up to and including the fifteenth calendar year of service--20 working days;
- (e) During the sixteenth up to and including the twenty-second calendar year of service--25 working days;
- (f) During the twenty-third and all subsequent calendar years of service--30 working days;
- (g) Members who leave the service after completion of 12 consecutive months of employment shall receive annual leave for the calendar year in which termination occurs on the basis of  $\frac{1}{12}$  (one-twelfth) of their annual leave

entitlement for that year for each month or portion of a month greater than ½ (one-half) worked to the date of termination;

PROVIDED THAT:

- (h) "calendar year" for the purposes of this Agreement shall mean the twelve-month period from January 1 to December 31, inclusive;
- (i) In all cases of termination of service for any reason, adjustment will be made for any overpayment of annual leave;
- (j) Members leaving on superannuation, or upon leaving at reaching maximum retirement age, are entitled to annual leave as follows:
  - if retiring prior to April 1, they receive half of the usual annual leave;
  - if retiring April 1 or later, they receive the full annual leave;
- (k) Subject to Section 7.7(f), a member who is entitled to paid annual leave of not less than 15 working days under the provisions of this Section 8.1:
  - (i) shall take at least 15 working days of the member's annual leave per year; and
  - (ii) may defer the taking of the remainder (if any) of the member's annual leave so long as the deferred annual leave does not at any one time exceed the number of working days' annual leave to which the member is entitled annually (e.g. a member who is entitled to 20 working days may defer a maximum of 20 working days at any one time and a member who is entitled to 30 working days may defer a maximum of 30 working days at any one time).
- (l) Annual Leave Pay Adjustment

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

(m) Annual Leave Conversion

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

(n) Annual Leave Signup

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

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

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

8.2 Public Holidays

- (a) Subject to Sections 8.2(b), 8.2(c) and 8.2(d), all members are entitled to time off with pay at straight-time on the following public holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, and any other day appointed by Council to be a civic holiday.
- (b) Subject to Section 7.2, all members who are required to work on any of the public holidays defined in Section 8.2(a) shall be paid 1½ (one and one-half) times their regular rates of pay for the hours worked on the holiday or shall be entitled to time off equal to 1½ (one and one-half) times the hours so worked.
- (c) All members who are:
  - (i) receiving Workers' Compensation benefits,
  - (ii) on annual leave,

- (iii) on their weekly leave, or
- (iv) on scheduled CTO as provided for in Section 7.7,

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

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

### 8.3 Supplementary Annual Leave

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

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

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

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

## 9. MEMBER BENEFITS

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

### 9.1 (a) Medical Services Plan

All members shall be entitled to Medical Services Plan coverage with the member paying 100% of the premiums 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 2000 September 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 2000 September 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, chiropractic services, podiatric services, acupuncture treatment and naturopathic services (reimbursement limits apply for certain of these paramedical services);
- Effective 2000 September 01, Speech Therapy at \$100.00 per calendar year; and
- out of province medical expenses.

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

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

(ii) Psychological Services Plan

All members shall be entitled to coverage under the Psychological Services Plan. Coverage for subscribing members and their dependents

shall be to a maximum of \$2,400.00 claimable per family per 12 month period. The premiums required to maintain the Psychological Services Plan shall be borne 50% by the Employer and 50% by the employee.

## 9.2 Group Life Insurance

Effective on the first of the month following the date of employment, all members shall be entitled to Group Life Insurance coverage, calculated on the basis of \$2,000.00 of insurance for each \$1,000.00 of gross basic annual salary, which salary shall be computed to the next highest \$1,000.00. In addition to the foregoing Group Life Insurance, each member, effective on the first of the month following the date of employment, shall be entitled to accidental death and dismemberment insurance in an amount equivalent to the amount of the member's Group Life Insurance to which the member is entitled under this Section 9.2, from time to time. The premiums required to maintain the Plan shall be borne 100% by the member. Effective 2000 October 01, the Union shall be the Policy Holder for the Group Life and Accidental Death and Dismemberment Insurance coverage specified in this Section 9.2, and shall provide reasonable notice to the Employer of changes to coverage levels, premiums and insurance carriers.

Effective 2000 October 01, the policy obtained by the Union will provide coverage which is at least equal to that which is specified in Section 9.2 of the new Collective Agreement however, the Union may increase the coverage to a level which is greater than that which is specified in Section 9.2 of the new Collective Agreement. It is understood that any increase in coverage shall be funded in the same manner as the minimum coverage, that is 100% by the member.

Effective 2000 October 01, while the Union is to become the Policy Holder, the Employer agrees to continue to sign-up new members and to collect premiums that are to be remitted to the Union for payment to the insurance carrier specified by the Union. The Union specifically acknowledges that the Employer cannot be held responsible or liable for any error or omission on its part, regardless of how such error or omission may have occurred, with respect to the deduction and/or remittance of any or all of the amount of the required premiums. The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of, the Employer's agreement to deduct and remit the premiums on behalf of the members as per this paragraph, provided the Employer has acted in good faith.

## 9.3 Sick Leave and Gratuity Plan

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

#### 9.4 Workers' Compensation and Sick Leave Payments

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

#### 9.5 Sick Leave Recovery

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

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

#### 9.6 Dental Services Plan

The Employer and the Union agree that members shall be entitled to the following dental plan:

- (a) Basic Dental Services (Plan A—provision for payment of 80% of the approved schedule of fees);
- (b) Prosthetics (Plan B—provision for payment of 70% of the approved schedule of fees); and

- (c) Orthodontics (Plan C—provision for payment of 70% of the approved schedule of fees). The lifetime maximum shall be \$2500.00 for employees and their dependents as defined by the Plan.

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

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

#### 9.7 Benefit Plan Administration

Effective 2000 October 01, the Employer has the unilateral right to administer the Medical Services Plan, the Extended Health Care Plan and the Dental Services Plan, and in particular has the right to unilaterally select the carrier(s) for the various plans. This unilateral right does not apply to the Psychological Services Plan. This provision shall not be interpreted to mean that the Employer has the unilateral right to change or modify the coverage or content of the referenced benefits packages.

#### 9.8 Complaints Against Members

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

#### 9.9 Indemnification of Members

Effective 2000 August 09:

For the purposes of this Section “necessary and reasonable legal costs” shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the agreed tariff of fees as amended from time to time by the Director of Legal Services for the City of Vancouver or such other amount as may be agreed upon by the solicitor and Director of Legal Services in advance of the legal fees being incurred.

- (a) The Employer 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 Employer 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 Employer 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 Employer's agreement to indemnify the member for the cost of more than two hours' services of the lawyer. In such cases the Employer will not unreasonably refuse to agree to indemnify the member for the cost of reasonable and necessary services.
- (iv) If it is proven that the member did not act in good faith in the performance of the member's duties as a police officer, the Union will indemnify the Employer for the amount properly paid by it pursuant to this subsection.
- (c) (i) If a member is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith of the member's duties as police officer, the member shall be represented by counsel appointed by the Director of Legal Services for the City of Vancouver and all necessary and reasonable legal costs and damages shall be borne by the City, PROVIDED THAT the City's obligations are conditional upon the member cooperating fully in the defence of the action, AND PROVIDED THAT the Director of Legal Services is given full authority in the conduct of the action, including

authority to settle the action at any time in the manner the Director of Legal Services deems advisable in the circumstances.

- (ii) If the Director of Legal Services determines that a conflict exists between a member's defence of a civil action and the City of Vancouver's defence of a civil action then the member may be represented by their own counsel with necessary and reasonable legal costs borne by the City of Vancouver.
- (d) (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 Vancouver City 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 section the member may, prior to the commencement of the proceedings, request the Employer to recommend to City Council that the City of Vancouver indemnify the member for all or a portion of necessary and reasonable legal costs. Upon receiving such a request the Employer will afford the member an opportunity to appear before it for the purpose of attempting to persuade it that such a recommendation is appropriate. The Employer, having afforded the member such an opportunity may, in its unqualified discretion, recommend to the City of Vancouver that the request be granted, or that it be granted subject to conditions, or the Employer may deny such request. It is understood that the City of Vancouver may accept, modify or reject the recommendation of the Employer.
- (h) Notwithstanding the other provisions of this Section, members shall NOT be indemnified for punitive damages; for legal costs arising from grievances under the Collective Agreement; for hearings arising from charges under the Police (Discipline) Regulations; for 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 wilful neglect or a gross dereliction of duty, or deliberate abuse of police power; or for wilful violation of a lawful order.
- (i) Notwithstanding the other provisions of this Section, where two or more members are charged with an offence or made the subject of an action, inquiry, public hearing, inquest, or royal commission, described in paragraphs (a) and (c) through (g), arising out of substantially the same circumstances, the City may limit its indemnification pursuant to this Section to the reasonable legal costs of ONE solicitor to represent the interest of both/all of them, including representation at any appeal, UNLESS the solicitor is of the view that it would be improper for such solicitor to so represent both/all of them. If one solicitor is to be retained and the members are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the Employer and a designate of the Union.
- (j) (i) No notice is required from members seeking indemnity for two hours' consultation under paragraph 9.9(a).
- (ii) Members who intend to apply for indemnification under any other provision of this Section shall notify the Chief Constable or designate, in writing, within 5 days of receiving formal notification of being charged with a criminal or statutory offence, named defendant in a civil action, or being made subject of a public 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 Section shall be interpreted as limiting the Chief Constable's or the Employer's ability to discipline any member of the Department.

9.10 Dependents' Compensation

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

9.11 Total Permanent Disability Compensation

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

9.12 Training Course Transportation

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

9.13 Compassionate Leave

- (a) Emergency leave in the case of the death of a member's (effective 2000 August 09, spouse, (including common-law spouse and same sex partner)), child, grandchild, ward, brother, sister, parent, guardian, parent-in-law, grandparent or other relative if living in the member's household, may be granted without loss of pay for a period not to exceed 3 working shifts, provided that such leave without loss of pay shall not be granted during a member's first 6 months of service;
- (b) Any member who qualifies for emergency leave without loss of pay under Section 9.13(a), and is required both to attend to the affairs connected with the funeral and also to travel in connection with the funeral to a point outside the Lower Mainland of British Columbia (defined as the area included within the Greater Vancouver Regional District, Central Fraser Valley Regional District, Dewdney-Alouette Regional District, Fraser-Cheam Regional District, Powell River Regional District, Squamish-Lillooet Regional District and Sunshine Coast Regional District) may be granted additional leave without loss of pay for a further period of 2 working shifts;
- (c) Requests for leave under Sections 9.13(a) and 9.13(b) shall be submitted to the member's Divisional Commander who will determine and approve the number of days required in each case;

- (d) A member who qualifies for emergency leave without loss of pay under Section 9.13(a) herein may be granted such leave when on annual leave if approved by the member's Divisional Commander. A member who is absent on sick leave with or without pay or who is absent on Workers' Compensation, shall not be entitled to such emergency leave without loss of pay.
- (e) Upon application to, and upon receiving approval by the Department, a member may be granted leave of up to one-half (½) working shift without loss of pay in order to attend a funeral as a pallbearer or a mourner in any case other than one covered by Subsection 9.13(a).

#### 9.14 Maternity and Parental Leave

##### (a) Length of Leave

##### (1) Birth Mother

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

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

##### (2) Birth Father and Adoptive Parent

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

##### (3) Extensions - Special Circumstances

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

A member shall be entitled to extend the parental leave by up to an additional five (5) consecutive weeks' leave without pay where the child is at least six (6) months of age before coming into the member's care

and custody and the child is certified as suffering from a physical, psychological or emotional condition.

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

(b) Notice Requirements and Commencement of Leave

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

(c) Return to Work

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

(d) Sick Leave

- (1) A member on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.

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

(e) Benefits

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

(f) Maternity Leave Supplemental Employment Insurance Benefit Plan

The Employer and the Union agree to implement a Supplemental Employment Insurance Benefit (SEIB) Plan as follows:

1. Birth mothers who are entitled to maternity leave as provided for in Section 9.14 of the Collective Agreement and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive 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 2000 August 09, 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 an employee's accumulated leave credits will not be reduced.
  6. Income tax rules or regulations may require a payback of Employment Insurance earnings depending upon the tax rules in effect at the time a member is receiving benefits. Under the 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.

#### 9.15 Leave of Absence Without Pay

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

#### 9.16 Same Sex Benefit Coverage

Effective 2000 August 09, 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.

#### 10. 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.

## 11. WORKING CONDITIONS

### 11.1 Work Week

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

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

### 11.2 Promotional Policy

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

### 11.3 Seniority

- (a) Seniority, for the purpose of Section 11.2--Promotional Policy; Section 12--Reduction of Work Force, Layoff, Recall; and for Section 8.1(n)--Annual Leave Signup, shall be defined as the length of continuous full-time service with the Employer since the last enlistment date, subject to required adjustments for periods of absence.
- (b) Any member who leaves the Department and is subsequently re-employed within 1 (one) year shall have their seniority restored, subject to adjustment for the period of the absence.
- (c) Any member who leaves the Department and is subsequently re-employed after a period of 1 (one) year or longer shall not receive credit for previous service.

- (d) In the event that a full-time member reverts to Auxiliary employment status and subsequently resumes full-time employment, all without a break in service, then such member shall have their seniority credited with the total number of hours worked as an Auxiliary member.
- (e) No changes shall be made to the seniority list without the consent of both parties to this Agreement.

#### 11.4 Probation

- (a) A police recruit to the Department shall be accepted as a Probationary Constable and shall be placed in a probationary capacity until successful completion of 18 months' service following the date of employment. During the 18 month period the required basic training shall be successfully completed. Any period of service as a pre-recruit shall not be considered service for the purposes of the probationary period as set out in this paragraph (a).
- (b) The probationary period shall be for the purpose of determining a member's suitability for continued employment. During the probationary period, the employment of a member may be terminated if it can be satisfactorily shown that the member is unsuitable for regular employment.
- (c) Under special circumstances the Employer may extend the probationary period with the consent of the Union. In the case where extension is required the Employer shall give written notice of the reasons for such extension to the Union and to the member.
- (d) A member's suitability for continued employment shall be decided on the basis of factors such as,
  - (i) conduct;
  - (ii) quality of work;
  - (iii) ability to work harmoniously with others; and
  - (iv) ability to meet the operational and administrative standards set by the Employer.
- (e) If a member successfully completes the probationary period and continues in the same position as a regular member, seniority and annual leave benefits and other perquisites referable to length of service shall date back to the date of employment.

### 11.5 Increments

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

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

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

- (c) Effective 2000 August 09, any new member may, at the discretion of the Employer, receive recognition for some or all previous employment service with another accredited Canadian Police Department. Such recognition of service shall be for determination of vacation entitlement and increment eligibility purposes only. Recognition of previous service is not applicable for the purposes of annual leave signup or scheduling. New members who receive recognition for previous service under this provision must still fulfill the requirements associated with the various increment levels for the rank of Constable and Sergeant prior to receiving the increment level. The new member shall be placed in a probationary status for 12 months and the provisions of Section 11.4(b) to (e), Probation, shall apply as though the new member were a Probationer Constable.

#### 11.7 Occurrence of Sickness While on Duty

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

#### 11.8 Compliance with Administrative Regulations

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

#### 11.9 Method of Pay

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

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

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

bi - weekly rate  
80

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

#### 11.10 Changes Affecting the Agreement

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

#### 11.11 Parking for Members

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

#### 11.12 Consultation

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

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

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

## 12. REDUCTION OF WORKFORCE, LAYOFF, RECALL

### 12.1 Definitions

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

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

### 12.2 Notification to Union

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

### 12.3 Notification to Members

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

#### 12.4 Reduction in Rank

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

#### 12.5 Layoff

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

#### 12.6 Recall

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

- (a) No new members shall be hired following a layoff until those members who were laid off have been given a reasonable opportunity of recall as detailed below.
- (b) Subject to the provisions below, laid off members shall be recalled in order of seniority, and shall retain their right to be recalled for 3 years immediately following the date of layoff.
- (c) Laid off members shall be responsible for ensuring that the Employer is notified of their most current mailing address and telephone number.
- (d) In recalling a laid off member, the Employer shall advise the member by double-registered letter directed to the latest mailing address provided by the member, and shall also advise the Union by copy of such letter.

- (e) A laid off member who does not respond within 7 calendar days of the initial attempt of the Employer to make contact with such member shall have no further right to recall under this Section.
- (f) Upon making contact with a laid off member as outlined in paragraph (d) above, the Employer shall notify the member of the time and place for reporting to work, providing that the Employer shall, on request, allow the member to report to work up to 14 days from the date of the Employer's initial attempt to contact the member, or at the discretion of the Employer whose approval shall not be unreasonably withheld, up to an additional 14 days.
- (g) A laid off member who refuses to or does not report to work at the time and place as determined in paragraph (f) above shall have no further right to recall under this Section.
- (h) Nothing in this Section shall prohibit a member who has forfeited their rights to recall from applying for vacancies (following such time as all eligible laid off members have been given a reasonable opportunity of recall) and being appointed in accordance with the provisions of Section 11.6(b) of the Collective Agreement.

## 12.7 Compensation

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

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

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

## 13. PENSIONS

- (a) Subject to Section 9(1) of the Pension (Municipal) Act R.S.B.C. 1979 c. 317 the Employer agrees to participate as to ½ (one-half) of the cost determined by the Commissioner of Municipal Superannuation to extend the pensionable service of

a member covered by this Agreement up to a maximum of 1 (one) year. It is understood that this extension shall represent that period of time served by the member in a probationary capacity as a Police Officer with the Department and which has not heretofore been considered as pensionable service. This benefit shall be subject to the following conditions:

- (i) only a member with a vested interest in the Municipal Superannuation Plan who has reached the minimum age of retirement as defined in the Pension (Municipal) Act or a member who qualifies for a disability allowance under Section 14 of the Pension (Municipal) Act shall be eligible; and
  - (ii) a member who is eligible hereunder by reason of their qualification for a disability allowance and wishes to take advantage of this benefit shall notify the Employer of their election to do so prior to terminating employment.
- (b) (i) Any member who has completed 25 years of pensionable service and has attained the age of 50 years, may apply to retire with a pension which is not reduced for early retirement. In any such case the Employer agrees to contribute ½ (one-half) of the amount as determined by the Commissioner of Municipal Superannuation to be sufficient to supplement the member's pension in an amount equal to the amount by which the member's pension would have been reduced by early retirement of the member and the member shall pay the remaining ½ (one-half); and
  - (ii) any member who has attained the age of 50 years, and has completed 25 years of service with the Employer, but who has completed less than 25 years of pensionable service, may extend their pensionable service up to a maximum of one year pursuant to the terms and conditions set forth in Section 13(a) of this Agreement, and may thereupon become eligible for the benefit contained in Section 13(b)(i).
- (c) Pension Contributions

Effective 2000 August 09, contributions to the Municipal Pension Plan (Superannuation) shall commence on the first of the month following a member's date of hire.

## 14. GRIEVANCE PROCEDURE

### 14.1 Other Disputes

Any dispute as the same is defined in the Labour Relations Code with respect to any matter not covered by the terms of this Agreement shall, during the term of this

Agreement, be the subject of collective bargaining between the parties hereto, it being understood that the bargaining representatives of the Union may meet in the first instance with the Chief Constable.

#### 14.2 Grievances

Any differences concerning the dismissal, discipline, or suspension of a member, or the interpretation, application or operation of this Agreement or concerning any alleged violation of this Agreement shall be finally and conclusively settled without stoppage of work in the following manner:

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

#### 15. ACCESS TO PERSONNEL RECORDS

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

16. TECHNOLOGICAL CHANGE

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

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

- (a) affects the terms and conditions, or security of employment of a significant number of members to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated;

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

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

- (a) shall inform the Minister of Labour of its finding; and
- (b) may then or later make any one or more of the following orders:
  - (i) that the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated;
  - (ii) that the Employer will not proceed with the technological change for such period, not exceeding 90 days, as the arbitration board considers appropriate;
  - (iii) that the Employer reinstate any member displaced by reason of technological change;
  - (iv) that the Employer pay to that member such compensation in respect of the member's displacement as the arbitration board considers reasonable.

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

- (a) affects the terms and conditions or security of employment of a significant number of the members to whom this Agreement applies; and
- (b) alters significantly the basis upon which this Agreement was negotiated.

17. ABSENCE FROM DUTY OF UNION OFFICIALS

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

18. PROVISION OF COLLECTIVE AGREEMENTS

Effective 2000 August 09, the Employer shall contribute fifty percent (50%) of the cost, to a maximum of two thousand dollars (\$2000.00), towards the cost of printing 2000-2002 Collective Agreements subject to the following conditions:

- (a) the Employer be provided with a reasonable opportunity to review the draft Agreement prior to printing in order to confirm that it conforms in all aspects with the "TRUE" signed copies of this 2000-2002 Collective Agreement; and
- (b) that the number of Collective Agreements printed be sufficient to provide each member in the bargaining unit with 1 (one) copy, and an additional 50 copies for the Department's use.

19. POSTING OF CAREER OPPORTUNITIES

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

20. EMPLOYMENT EQUITY

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

21. SHIFTING COMMITTEE

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

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

22. PATROL DIVISION DEPLOYMENT

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

23. CONFLICT WITH REGULATIONS AND PROCEDURES MANUAL

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

24 BARGAINING PROCESS

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

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

25. NO DISCRIMINATION

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

26. SCHEDULES

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

Signed this \_\_\_\_ day of \_\_\_\_\_, 2001, in the City of Vancouver in the Province of British Columbia.

SIGNED on behalf of the VANCOUVER  
POLICE BOARD:

SIGNED on behalf of the VANCOUVER  
POLICE UNION:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Director

\_\_\_\_\_  
Member

\_\_\_\_\_  
Director

\_\_\_\_\_  
Member

\_\_\_\_\_  
Director

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

Covered by Agreement Between  
The Vancouver Police Board and  
The Vancouver Police Union  
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>Effec.</u> <u>Date</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 <sup>th</sup> Class		75	A	3620	1665.07	20.81
			B	3727	1714.29	21.43
			C	3837	1764.88	22.06
3 <sup>rd</sup> Class		80	A	3862	1776.38	22.20
			B	3975	1828.36	22.85
			C	4093	1882.63	23.53
2 <sup>nd</sup> Class		90	A	4344	1998.08	24.98
			B	4472	2056.96	25.71
			C	4604	2117.67	26.47
1 <sup>st</sup> 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 3)		105	A	5068	2331.10	29.14
			B	5217	2399.63	30.00
			C	5372	2470.93	30.89

SCHEDULE "A" - PART A (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>Effec.</u> <u>Date</u>	<u>Monthly</u> (\$)	<u>Bi-Weekly</u> (\$)	<u>Hourly</u> (\$)
Constable:	After 15 years & fulfilled require- ments for increment (See Note 3)	110	A	5310	2442.41	30.53
			B	5466	2514.16	31.43
			C	5628	2588.68	32.36
	After 20 years & fulfilled require- ments for increment (See Note 3)	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 require- ments for increment (See Note 3)	125	A	6034	2775.42	34.69
			B	6211	2856.84	35.71
			C	6395	2941.47	36.77
Fulfilled require- ments for increment (See Note 3)	130	A	6275	2886.27	36.08	
		B	6460	2971.37	37.14	
		C	6651	3059.22	38.24	

SCHEDULE "A"PART B

This Part lists ranks (Corporal, Detective, and Staff Sergeant) or rank indices (for Constables and Sergeants prior to restructuring) which have been discontinued pursuant to the Restructuring of the Ranks as outlined in Letter of Understanding #6 of Schedule "G". 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>Effec.</u> <u>Date</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 <sup>rd</sup> Class	84	A	4055	1865.15	23.31
			B	4174	1919.89	24.00
			C	4297	1976.47	24.71
	2 <sup>nd</sup> Class	92	A	4441	2042.70	25.53
			B	4571	2102.50	26.28
			C	4707	2165.05	27.06
	1 <sup>st</sup> 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>Effec.</u> <u>Date</u>	<u>Monthly</u> (\$)	<u>Bi-Weekly</u> (\$)	<u>Hourly</u> (\$)
Corporal	Fulfilled require- ments for increment (See Note 4)	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
	Fulfilled require- ments for increment (See Note 4)	120	A	5792	2664.11	33.30
			B	5963	2742.77	34.28
			C	6139	2823.72	35.30
Sergeant		125.5	A	6058	2786.46	34.83
			B	6236	2868.34	35.85
			C	6421	2953.43	36.92
Staff Sergeant		135	A	6516	2997.13	37.46
			B	6708	3085.44	38.57
			C	6907	3176.97	39.71
	Fulfilled require- ments for increment (See Note 4)	140	A	6758	3108.44	38.86
			B	6957	3199.97	40.00
			C	7162	3294.26	41.18

SCHEDULE "A"PART CNOTES:

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

<u>Effec. Date</u>	<u>8 Hr. Day</u>	<u>10 Hr. Day</u>	<u>11 Hr. Day</u>
2000 Jan. 01	16.66	20.82	22.90
2001 Jan. 01	17.13	21.42	23.56
2002 Jan. 01	17.64	22.05	24.26

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

Effec. Date

2000 Jan. 01	193.08
2001 Jan. 01	198.76
2002 Jan. 01	204.64

3. Requirements for increments as outlined in Letter of Understanding #6 of Schedule "G".
4. In order to commence receipt of a subsequent increment, an eligible Corporal, Detective, or Staff Sergeant must have successfully completed on his/her own time (and following 1997 October 30) one external course of study approved by the Department and have successfully passed an examination set and administered by the Department.

SCHEDULE "B"

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

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

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

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

1. Overtime

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

- (a) time and one-half for the hours worked in excess of twelve (12) hours in a shift;

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

2. Court Time

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

Morning Session	4 hours
Afternoon Session	4 hours.

3. Payment in Lieu of Benefits

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

4. Increments

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

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

SCHEDULE "C"

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

SICK LEAVE AND GRATUITY PLANGRATUITY PLAN(a) How Accumulated

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

(b) Deduction

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

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

(c) Establishment

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

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

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

(ii) Subsequent Leave

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

(iii) General Conditions

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

(iv) Method of Reporting

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

(2) In Cash

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

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

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

### SICK LEAVE

(a) Sick Leave Plan

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

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

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

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

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

(b) Members Transferred to Inside Staff

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

(c) Inadequate Records

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

(d) Expiry of Sick Credits--Reporting of

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

(e) Members With Limited Ability

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

SCHEDULE "D"

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

DEPENDENTS' COMPENSATION

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

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

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

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

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

"child" means

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

and "children" has a similar meaning;

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

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

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

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

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

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

1.03 Where a member has lived with and contributed to the support and maintenance of a common-law wife and

- (a) where the member and the common-law wife have no children, for a period of 3 years; or
- (b) where the member and the common-law wife have children, for a period of 1 (one) year,

immediately preceding the death of the member and where the member does not leave a dependent widow, the Employer may pay the compensation to which the dependent widow would have been entitled under this Schedule to the common-law wife.

1.04 Subject to Section 1.05, where compensation is payable as a result of the death of a member under Section 1.02 and where, at the date of death the member and dependent spouse were living separate and apart, and

- (a) there was in force at the date of death a court order or separation agreement providing periodic payments for support of the dependent spouse or children living with that spouse, no compensation under Section 1.02 shall be payable to the spouse or children living with the spouse, but
  - (i) where the payments under the order or agreement were being substantially met by the member, monthly payments shall be made in respect of that spouse and children equal to the payments due under the order or agreement, or
  - (ii) where the payments under the order or agreement were not being substantially met by the member, monthly payments shall be made up to the level of the support that, in the opinion of the Employer, the spouse and those children would have been likely to receive from the member if death had not occurred; or
- (b) there was no court order or agreement in force at the date of death providing payment for support of the dependent spouse, or children living with that spouse; and

SCHEDULE "D" (cont'd)

Page 4

- (i) the member and dependent spouse were living separate and apart for a period of less than three months preceding the death of the member, compensation shall be payable as provided in Section 1.02, or
  - (ii) the member and dependent spouse were separated with the intention of living separate and apart for a period of three months or longer preceding the death of the member, monthly payments shall be made up to the level of support which, in the opinion of the Employer, the spouse and those children would have been likely to receive from the member if the death had not occurred.
- 1.05 The compensation payable under Section 1.04 shall not, in any case, exceed the compensation that would have been payable under Section 1.02(1) if there had been no separation.
- 1.06 Where there is a widow or dependent widower and a child or children, and the widow or dependent widower subsequently dies, the allowance to the children shall, if the children are in other respects eligible, continue and shall be calculated in like manner as if the member had died leaving no surviving widow or dependent widower.
- 1.07 No sum payable as compensation hereunder shall be assigned.
- 1.08 Where any situation arises that is not expressly covered by the terms of this Section and the parties cannot resolve the situation, the matter may be referred to arbitration by either party and the provisions of Section 14.2(c) (Grievances) shall apply with respect to such arbitration.
- 1.09 Any
- (1) Workers' Compensation or pension or annuity, or other compensation not personally contracted for by the deceased member or any dependent of the deceased member or any other person entitled to and receiving compensation under these provisions; or
  - (2) criminal injuries compensation award under the Criminal Injury Compensation Act of British Columbia, or any other federal, provincial or municipal legislation that is paid or awarded by reason of the member's death;
- shall, upon being paid or awarded, be paid or assigned by the recipient to the Employer.
- 1.10 The compensation payable hereunder to a dependent widow or commonlaw wife of a deceased member shall cease on the earlier of the following dates:

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

SCHEDULE "E"

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

TOTAL PERMANENT DISABILITY COMPENSATION

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

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

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

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

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

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

SCHEDULE "F"

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

SUPPLEMENTARY ANNUAL LEAVE: EXPLANATION OF THE TABLE

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

Example:

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

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

Table Showing Supplementary Leave Entitlement  
In Hours for the Years 2000 to 2012 By Years Hired

Year Hired	ENTITLEMENT YEAR												
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
2002	---	---	---	---	---	---	---	---	---	---	---	---	---
2001	---	---	---	---	---	---	---	---	---	---	---	---	---
2000	---	---	---	---	---	---	---	---	---	---	---	---	---
1999	---	---	---	---	---	---	---	---	---	---	---	---	---
1998	---	---	---	---	---	---	---	---	---	---	---	---	---
1997	---	---	---	---	---	---	---	---	---	---	---	---	40
1996	---	---	---	---	---	---	---	---	---	---	---	40	---
1995	---	---	---	---	---	---	---	---	---	---	40	---	---
1994	---	---	---	---	---	---	---	---	---	40	---	---	---
1993	---	---	---	---	---	---	---	---	40	---	---	---	---
1992	---	---	---	---	---	---	---	40	---	---	---	---	40
1991	---	---	---	---	---	---	40	---	---	---	---	40	---
1990	---	---	---	---	---	40	---	---	---	---	40	---	---
1989	---	---	---	---	40	---	---	---	---	40	---	---	---
1988	---	---	---	40	---	---	---	---	40	---	---	---	---
1987	---	---	40	---	---	---	---	40	---	---	---	---	40
1986	---	40	---	---	---	---	40	---	---	---	---	40	---
1985	40	---	---	---	---	40	---	---	---	---	40	---	---
1984	---	---	---	---	40	---	---	---	---	40	---	---	---
1983	---	---	---	40	---	---	---	---	40	---	---	---	---
1982	---	---	40	---	---	---	---	40	---	---	---	---	40
1981	---	40	---	---	---	---	40	---	---	---	---	40	---
1980	40	---	---	---	---	40	---	---	---	---	40	---	---
1979	---	---	---	---	40	---	---	---	---	40	---	---	---
1978	---	---	---	40	---	---	---	---	40	---	---	---	---
1977	---	---	40	---	---	---	---	40	---	---	---	---	40
1976	---	40	---	---	---	---	40	---	---	---	---	40	---
1975	40	---	---	---	---	40	---	---	---	---	40	---	---
1974	---	---	---	---	40	---	---	---	---	40	---	---	---
1973	---	---	---	40	---	---	---	---	40	---	---	---	---
1972	---	---	40	---	---	---	---	40	---	---	---	---	40
1971	---	40	---	---	---	---	40	---	---	---	---	40	---
1970	40	---	---	---	---	40	---	---	---	---	40	---	---
1969	---	---	---	---	40	---	---	---	---	40	---	---	---
1968	---	---	---	40	---	---	---	---	40	---	---	---	---
1967	---	---	40	---	---	---	---	40	---	---	---	---	40
1966	---	40	---	---	---	---	40	---	---	---	---	40	---
1965	40	---	---	---	---	40	---	---	---	---	40	---	---
1964	---	---	---	---	40	---	---	---	---	40	---	---	---
1963	---	---	---	40	---	---	---	---	40	---	---	---	---
1962	---	---	40	---	---	---	---	40	---	---	---	---	40
1961	---	40	---	---	---	---	40	---	---	---	---	40	---
1960	40	---	---	---	---	40	---	---	---	---	40	---	---
1959	---	---	---	---	40	---	---	---	---	40	---	---	---
1958	---	---	---	40	---	---	---	---	40	---	---	---	---
1957	---	---	40	---	---	---	---	40	---	---	---	---	40
1956	---	40	---	---	---	---	40	---	---	---	---	40	---
1955	40	---	---	---	---	40	---	---	---	---	40	---	---
1954	---	---	---	---	40	---	---	---	---	40	---	---	---
1953	---	---	---	40	---	---	---	---	40	---	---	---	---

SCHEDULE "G"

NO. 1

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

Between

THE VANCOUVER POLICE BOARD

(hereafter "the Employer")

AND

THE VANCOUVER POLICE UNION

(hereafter "the Union")

AGREE AS FOLLOWS:

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

THE PRINCIPLES

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

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

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

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

SCHEDULE "G" - NO. 1PRINCIPLES TO GUIDE THE NEGOTIATION OF BENEFIT PROVISIONS (cont'd) Page 2

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

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

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

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

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

SCHEDULE "G"

NO. 2

LETTER OF UNDERSTANDING

BETWEEN:

VANCOUVER POLICE BOARD  
(hereinafter called the "Employer")

OF THE FIRST PART

AND:

VANCOUVER POLICE UNION  
(hereinafter called the "Union")

OF THE SECOND PART

**RE: 10 HOUR SHIFT**

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

AND WHEREAS the Union is a trade union within the meaning of the said Code and is the bargaining agent for all members in the Police Department, except as noted in the current Collective Agreement between the Board and the Union;

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

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

**PART 1--SUBSTITUTION PROVISIONS**

5. Pay for Acting Senior Capacity

A member who has been duly appointed by the authority of the Chief Constable to perform temporarily the duties of a rank higher than the member normally holds shall be paid at the appropriate rate for the senior rank for each day the member performs such duties after being so appointed, except in the case of a Corporal who performs duties as a

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

Page 2

Sergeant. Such a Corporal may be required to act in the capacity of a Sergeant for 1 (one), 2 or 3 days in any 1 (one) week without additional pay for so acting. Should a Corporal be required to act in the capacity of Sergeant for 4 consecutive days, the Corporal shall be paid as a Sergeant for the full 4 days.

Exception:

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

6.1 Clothing Allowance

(d) ...and all members granted clothing allowance on a temporary or intermittent basis shall be paid in lieu of the clothing mentioned in Section 6.1(a) the sum of four dollars and five cents (\$4.05) for each 10 hour day such members are required to work in plain clothes.

6.2 Motorcycle Pay

Every member who is required to operate a motorcycle in the performance of their duties shall be paid in addition to their regular rate of pay the sum of \$1.25 for each 10-hour day that the member operates such a motorcycle.

7.3 Extended Tour of Duty

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

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

7.5 Court Time Schedule

(M) (1) Out of town court appearances:

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

Page 3

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

8.1 Annual Leave

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

8.2 Public Holidays

- (b) Members who are scheduled to work and who do actually work on a public holiday, are entitled to (a) their regular rates of pay for the hours worked on the holiday; (b) 8 hours' compensation in lieu of the public holiday; and (c) compensation equal to ½ (one-half) the hours worked on the holidays.
- (c) All members who are:
  - (i) receiving Workers' Compensation benefits, or
  - (ii) on annual leave, or
  - (iii) on their weekly leave, or
  - (iv) on scheduled CTO as provided for in Section 7.7,

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

Page 4

on a day on which a public holiday defined in Section 8.2(a) falls, shall, in accordance with Section 7.2, be entitled to time off or pay, based on an 8 hour day, in lieu of such holiday.

11.1 Work Week

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

11.7 Occurrence of Sickness While on Duty

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

PART 2--ADDITIONAL PROVISIONS

9.12 Training Courses--Transportation

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

10.13 Suspensions Under the Police Act

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

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

10.14 5's and 45's

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

PART 3--CONDITIONS

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

1. The amendments shall apply to members assigned to work a 10-hour day for the duration of the experiment.
2. The proposal shall be conducted as an experiment with appropriate evaluation on completion (evaluation to be statistical and attitudinal).
3. The experiment shall be subject to termination prior to completion by mutual consent of the Employer and the Union.

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

SCHEDULE "G"

NO. 3

LETTER OF UNDERSTANDING

between the

**VANCOUVER POLICE BOARD**

(hereafter called "the Employer")

and the

**VANCOUVER POLICE UNION**

(hereafter called "the Union")

**12-HOUR SHIFT SCHEDULE - JAIL**

---

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

2. Deployment/Schedule

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

3. Work Week Averaging

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

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

4. Public Holidays

Public holiday entitlement shall be compensated as follows:

SCHEDULE "G" - NO. 3  
12-HOUR SHIFT SCHEDULE – JAIL (cont'd)

Page 2

- (a) in lieu of each public holiday, a member shall be granted eight (8) hours of pay or cumulative time off (credit);
- (b) a member who is scheduled to work and who actually does work on a public holiday shall receive, in addition to regular pay, compensation equal to one-half ( $\frac{1}{2}$ ) the hours worked on the public holiday either as pay or cumulative time off; and
- (c) if a member is granted time off on a public holiday which the member was otherwise scheduled to work, hours equivalent to those so granted shall be deducted (i.e., 12 hours off = 12 hours deducted) and the member shall not receive the six (6) hours' credit referenced under 5(b) above.

5. Shift Differential

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

6. Extended Tours

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

7. Annual Leave

Annual Leave shall be granted as follows:

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

SCHEDULE "G" - NO. 3  
12-HOUR SHIFT SCHEDULE – JAIL (cont'd)

- (e) during the twenty-third and all subsequent calendar years of service - 240 hours.

8. Sick Leave Plan

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

9. Gratuity Plan

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

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

SCHEDULE "G" - NO. 3  
12-HOUR SHIFT SCHEDULE – JAIL (cont'd)

10. Training Courses

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

11. Term/Implementation

It is understood that either party on sixty (60) days' notice may require reversion to the terms of the current Collective Agreement.

12. Union Covenant

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

SCHEDULE "G"

NO. 4

LETTER OF UNDERSTANDING

between the

**VANCOUVER POLICE BOARD**

(hereafter called "the Employer")

and the

**VANCOUVER POLICE UNION**

(hereafter called "the Union")

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

---

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

Patrol members assigned to Districts 1, 2, 3 and 4 shall be assigned to an eleven (11) hour shift schedule providing for four (4) shifts on duty followed by four (4) days off.
3. Staffing

Staffing in the Patrol Division will be divided into ten (10) teams; two teams in each District will operate on permanent day shift and the remaining teams will forward rotate through Day, Afternoon and Night shifts. Each of the rotating shifts will operate on an eight (8) day cycle (four on/four off) with the shift hours rotating forward every eight (8) days.
4. Bi-Weekly/Annual Hours
  - (a) Members working the shift schedule set out under Item (2) above will average seventy-seven (77) hours of work bi-weekly (instead of the prescribed eighty (80) hours of work bi-weekly) accruing an average of three hundred eight (308) hours each fifty-six (56) days as opposed to the prescribed three hundred twenty (320) hours which would normally accrue over a fifty-six (56) day period.
  - (b) The deficit hours resulting from the shift schedule as identified under 4(a) above shall be redeemed by the Department in accordance with Section 4(c) below. Such shifts shall not attract any premium compensation other than shift

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

Page 2

differential as applicable. In redeeming deficit hours, the Employer shall make every reasonable effort to schedule such hours immediately prior to or immediately following a member's regularly scheduled work days.

(c) Time Owed Balance

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

Effective 2000 August 09:

(i) Usage of Paid Time Owed

Members will be required each year to work seven (7) "callback" shifts totalling 70 hours as follows:

(a) Team Training:

The Employer will schedule four 10-hour "callback" shifts totalling 40 hours annually. These "callback shifts will normally be scheduled early in the year. If a scheduled training day(s) conflicts with annual leave, the member must sign up for an alternate date(s).

(b) Callback Shifts and Special Events

Members will also be required to work three (3) "callback" shifts of ten (10) hours (after which overtime rates would apply). The Employer will endeavour to use as many of these shifts as practicable for training, but they may also be used for patrol relief, projects, and special events policing as required.

The Employer will post eligible "callback" shifts for this item (b) during annual leave signup. Members will sign up for such shifts during annual leave signup and in the same order as annual leave signup.

(c) Members who are unable to sign up for "callback" shifts as described in (b) above, shall have their "callback" shifts scheduled by the Employer.

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

Page 3

- (d) If the Employer cancels a callback shift(s) which has been scheduled pursuant to (a), (b) and/or (c) above, the Employer will reschedule such shift(s). In the event the Employer does not provide thirty (30) calendar days' written notice for the re-scheduled shift(s) or for the shifts scheduled pursuant to paragraph (c) above, the Paid Time Owed will be credited at the rate of double the hourly rate as opposed to the regular hourly rate, for such scheduled shift(s).

(ii) Crediting Paid Time Owed

Surplus hours beyond the seven (7) "callback" shifts identified in 4(c)(i) above, may also be reduced by members applying earned credits, such as: Overtime Leave, Compensating Time Off, Supplementary Annual Leave, Deferred Annual Leave, or Annual Leave.

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

Excessive balances are of concern to both the member and the Department. If for whatever reason a member fails to work or credit paid time owed over 80 hours, the Employer may recoup excesses by drawing, in order, from: Overtime Leave, Compensating Time Off, Supplementary Annual Leave, Deferred Annual Leave, and Annual Leave.

(iii) Application of Sick Leave

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

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

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

Page 4

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

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

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

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

## 5. Public Holidays

Public holiday entitlement shall be compensated as follows:

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

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

Page 5

6. Extended Tours

Compensation for extended tours of duty shall be paid when a member is required to work overtime of one-half (½) hour or more in excess of a completed eleven (11) hour shift.

7. Annual Leave

Annual Leave shall be granted as follows:

- (a) in the first part calendar year of service, one-twelfth (1/12) of eighty (80) hours for each month or portion of a month greater than one-half (½) worked by December 31;
- (b) during the second up to and including the seventh calendar year of service - 120 hours;
- (c) during the eighth up to and including the fifteenth calendar year of service - 160 hours;
- (d) during the sixteenth up to and including the twenty-second calendar year of service - 200 hours;
- (e) during the twenty-third and all subsequent calendar years of service - 240 hours.

8. Sick Leave Plan

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

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

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9. Gratuity Plan

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

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

10. Training Courses

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

11. Rest and Meal Breaks

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

12. Term/Implementation

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

SCHEDULE "G" - NO. 4

PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)

13. Schedule "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Training Days

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

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

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attending pre-planned training sessions, special event assignments, problem oriented policing initiatives, target enforcement, relief for other teams, or other duties as determined by the District management team. A minimum of four (4) days of pre-planned training and three (3) callback shifts (as defined in Section 4(c)(i) of Schedule "G", No. 4) shall be mandatory annually.

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

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

6. Voluntary Changes of Shifts

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

SCHEDULE "G" - NO. 4PATROL DIVISION DEPLOYMENT MODEL - 11 HOUR SHIFT (cont'd)ANNUAL LEAVE WITH OTL (A/L - OTL)Entitlement:

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

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

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

\* Counted as A/L

BRIDGING WEEKLY LEAVE

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

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

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

OR

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

SCHEDULE "G"

NO. 5

**LETTER OF UNDERSTANDING - JOB SHARING**

between the

**VANCOUVER POLICE BOARD**

(hereinafter called "the Employer")

and the

**VANCOUVER POLICE UNION**

(hereinafter called "the Union")

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

I. General

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

SCHEDULE "G" - NO. 5  
JOB SHARING (cont'd)

Page 2

II. Procedure

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

III. Duration

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

SCHEDULE "G" - NO. 5  
JOB SHARING (cont'd)

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

IV. Employee Status and Working Conditions

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

(a) Vacation Entitlement

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

SCHEDULE "G" - NO. 5  
JOB SHARING (cont'd)

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

(b) Supplementary Vacation

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

(c) Public Holidays

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

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

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

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

SCHEDULE "G" - NO. 5  
JOB SHARING (cont'd)

Page 5

(e) Sick Leave and Gratuity

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

(f) Superannuation

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

(g) Compassionate Leave

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

(h) Rank Index

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

V. Application of Section 6 (Special Allowances)

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

VI. Application of Section 7 (Overtime)

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

SCHEDULE "G" - NO. 5  
JOB SHARING (cont'd)

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(i) regardless of the schedule of hours worked by a member in the job sharing arrangement, overtime (extended tour of duty) premiums as provided pursuant to Subsection 7.3 (or Part 1(7.3) of Schedule "B" if applicable) shall not be triggered unless and until a member is required to work overtime of one-half (½) hour or more in excess of eight (8) (or ten (10), as the case may be) consecutive hours of regular police work; similarly, overtime premiums shall not be triggered unless and until a member's weekly hours of work exceed forty (40);

(ii) Subsection 7.5(C) shall not apply to members participating in a job sharing arrangement; instead, for attendance at Court on any day a member is not scheduled to work, the following provisions shall apply:

Morning Session	4 hours
Afternoon Session	4 hours; and

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

VII. Auxiliary and Regular Part-Time Employees

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

VIII. Termination

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

APPENDIX I

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

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

SCHEDULE "G"NO. 6MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

10. Staff Sergeants confirmed in their rank as at the date of ratification of this Memorandum of Agreement shall continue to receive 135% of the First Class Constable rate of pay, and shall continue to be assigned work as per the current practice, until such time as they are promoted, terminate their employment with the Employer, retire or are reduced in rank for just cause.
11. The Department's current practices and procedures by which members become qualified to act in a senior rank shall not be affected by this Memorandum of Agreement.

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

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

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

<u>Class Title</u>	<u>Rank Index</u>		<u>Effective 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

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

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

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

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

<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
	130%	Monthly	5859
		Biweekly	2694.93
		Hourly	33.6866

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

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

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

SCHEDULE III-A

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

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

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

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

SCHEDULE III-B

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

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

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

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

SCHEDULE IVCONSTABLE INCREMENTSCOURSES REQUIRED\*\*

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

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

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%
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.

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

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

SCHEDULE VSERGEANT INCREMENTS

(Sergeants Promoted Prior to Ratification Date)

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

SERGEANT INCREMENTS

(Corporals/Detectives Promoted After Ratification Date)

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

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

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

SERGEANT INCREMENTS  
(Constables Promoted After Ratification Date)

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

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

It is understood that this Letter of Understanding does not form a part of the 2000-2003 Collective Agreement and is only appended for information purposes.

LETTER OF UNDERSTANDING

between the

THE VANCOUVER POLICE BOARD  
(hereafter "the Employer")

and the

VANCOUVER POLICE UNION  
(hereafter "the Union")

UNIFORM POINT SYSTEM

- A. Effective 2001 January 01, the Employer and the Union agree that the following terms and conditions outlined in item B below shall replace those contained in Section 6.1(a) of the 1997-99 Collective Agreement.
- B. (a) During the 1<sup>st</sup> calendar year of service, all new members shall receive their uniform issue in accordance with Section 6.1(a) of the Collective Agreement. New members shall not be eligible to participate in the Point System Program during their 1<sup>st</sup> calendar year of service.
- (b) During the 2<sup>nd</sup> calendar year of service, a member is eligible to participate in the Point System Program. The allocation of points shall be prorated during the 2<sup>nd</sup> calendar year of service based on the date of hire in the 1<sup>st</sup> calendar year.

For example:

- (i) Member hired in March

$9/12 \times (312 \text{ points}) \text{ Annual Entitlement} = (234 \text{ points}) \text{ Entitlement during } 2^{\text{nd}} \text{ calendar year}$

or

- (ii) Member hired in September

MEMORANDUM OF AGREEMENTVANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

$3/12 \times (312 \text{ points}) \text{ Annual Entitlement} = (78 \text{ points}) \text{ Entitlement during } 2^{\text{nd}}$   
calendar year

- (c) During the 3<sup>rd</sup> and all subsequent calendar years of service, members shall be allocated an annual point entitlement of 312 points.
- (d)
  - (i) Members may purchase uniform items using their annual point entitlement in accordance with Appendix I attached to this Letter of Understanding.
  - (ii) The Joint Employer/Union Uniform Committee (the Committee) may add and/or delete items approved by the Employer pursuant to 6.1(b) of the Collective Agreement from the list in Appendix I. If the Committee adds an item to the list in Appendix I, it shall also establish a point value for such item. It is understood that the addition of an item to the list in Appendix I will not increase the annual point entitlement identified in (c) above. The Committee does not have the authority to increase the annual point entitlement identified in (c) above (but may make recommendations to the Employer). The Committee does have authority to alter point allocations within the identified point entitlement in (c) above.
- (e) Uniform items shall be issued in accordance with the administrative policy outlined in the Department's policy and procedures manual.
- (f) Members must maintain a "Uniform Kit" in good condition and fitting appropriately.
- (g) Members may be required to present their "Uniform Kit" to their Supervisor to determine if the kit is in acceptable condition. If the Supervisor determines that the kit is in unacceptable condition, the Supervisor may direct the member to use the annual point entitlement in a manner necessary to bring the kit to an acceptable standard.
- (h) Uniform issue requests that are inconsistent in terms of sizing, frequency of purchase or quantity, for example, may be denied in accordance with the policy referenced in item 4 above.
- (i) Members may only carry over up to a maximum of 100 unused points from one calendar year to the next calendar year. Members who wish to carry over points pursuant to this item (i) must advise the Stores Section in accordance with the administrative policy referenced in item (e) above. Points carried over pursuant to this item (i) must be used in the calendar year immediately following the calendar year from which they were carried

MEMORANDUM OF AGREEMENTVANCOUVER POLICE BOARD – VANCOUVER POLICE UNION (cont'd)

- over. Any points carried over which are not used in the calendar year immediately following the calendar year from which they were carried over shall be forfeited.
- (j) Where a member transfers between a plain clothes assignment and a uniformed assignment part way through a calendar year, the member shall have their annual point allocation (available under this Letter of Understanding) and their clothing allowance (available pursuant to Section 6.1(d) of the 1997-1999 Collective Agreement) prorated for that calendar year.
- (k) During the final calendar year of employment, annual point entitlement shall be prorated in a manner similar to that outlined in (b) above.
- C. The Employer and the Union agree to review this Letter of Understanding prior to 2002 December 31 in order to determine if the Letter of Understanding is to be:
- continued beyond 2002 December 31;
  - amended and continued beyond 2002 December 31; or
  - terminated effective 2002 December 31.

It is understood that any agreement to extend this Letter of Understanding, either in its current form or an amended form, requires the approval of the principals of both parties. In the event that the parties are unable to agree to amend and/or extend this Agreement by 2002 December 31, the terms and conditions of Section 6.1(a) of the 1997-1999 Collective Agreement shall once again apply commencing 2003 January 01.

DATED this 21<sup>st</sup> day of July, 2000, in the City of Vancouver.

ON BEHALF OF THE VANCOUVER  
POLICE BOARD:

ON BEHALF OF THE VANCOUVER  
POLICE UNION:

“E. Mitterndorfer”

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“T. Stamatakis”

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

## APPENDIX I

## UNIFORM ITEMS AND POINT ALLOCATION

UNIFORM ITEM	POINTS REQUIRED PER ITEM
Forage Cap	20
Gore-Tex Shell	190
Fleece Jacket	90
Shirt	40
Socks (1 pair)	3
Trousers (1 pair)	70
T-shirt	7
Dress Tunic (incl. belt and buckle)	250