

SOURCE	City		
EFF.	95	01	01
TERM.	96	12	31
No. OF EMPLOYEES	8		
NOMBRE D'EMPLOYÉS	JF		

AGREEMENT

THE VICTORIA POLICE BOARD

AND

THE VICTORIA CITY POLICE SENIOR
OFFICERS' ASSOCIATION

January 1, 1995 - December 31, 1996

GREATER VICTORIA LABOUR RELATIONS ASSOCIATION

Facsimile (604)386-5754

Telephone (604)386-6196

January 10, 1996

For your information.

Mr. Ron Longbottom,
Director of Human Resources,
627 Pandora Avenue,
Victoria, BC
V8W 1N8

**RE: 1995/95 COLLECTIVE AGREEMENT
VICTORIA CITY POLICE SENIOR OFFICERS' ASSOCIATION**

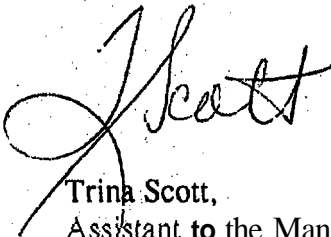
Dear Ron:

Enclosed for your records is a copy of the Collective Agreement between the Victoria Police Board and the Victoria City Police Senior Officers' Association which was duly signed and executed by both parties.

Original signature copies of this Agreement have been forwarded to Insp. Blake Green, President of the Victoria City Police Senior Officers' Association and Chief Richardson, Victoria Police Department for their records.

In accordance with the Labour Relations Code a copy of this agreement has been forwarded to their Library.

Yours truly,



Trina Scott,
Assistant to the Manager

Enclosure



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ARTICLE

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LETTERS OF UNDERSTANDING:

- NO. 1 INDEMNIFICATION OF EMPLOYEES
- NO. 2 VICTORIA POLICE BOARD EMPLOYEE PARKING

BETWEEN:

THE VICTORIA POLICE BOARD
(hereinafter referred to as the "Board")

AND:

THE VICTORIA CITY POLICE SENIOR OFFICERS' ASSOCIATION
thereinafter referred to as the "Association")

WHEREAS it is the desire of both parties to this Agreement to maintain the existing harmonious relations between the Board and the members of the Association, to promote co-operation and understanding between the Board and its members, and to recognize the mutual value of joint discussions and negotiations in all matters pertaining to discipline and to working conditions, hours of **work**, and scale of wages, to **encourage** economy of operation and elimination of waste, and to promote the **morale**, well-being and security of all the members in the bargaining unit represented by the Association.

AND WHEREAS the Association is the certified bargaining agent of the unit **composed** of members of officer rank excluding the Chief Constable and Deputy Chief Constable, and the Labour Relations Board of the Province of British Columbia has determined that **all** of **the** employees are members of the said Association.

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

ARTICLE 1, DEFINITIONS

- 1(1) "Party" shall mean either of the parties to this Agreement.
- 1(2) "Association" shall mean the Victoria City Police Senior Officers' Association.
- 1(3) "Board" shall mean the Victoria Police Board,
- 1(4) "Member" shall mean **all** of the persons in the employ of the Board who are **covered** by this Agreement.

ARTICLE 2, TERM OF AGREEMENT

- 2(1) This Agreement shall be in full force and effect from January 1, 1995 to December 31, 1996, and shall remain in full force and effect thereafter until **terminated** in accordance with the **Labour Relations Code** of B.C.
- 2(2) Additional special conditions of employment which are agreed to by both parties shall be added to this Agreement.

ARTICLE 3, RIGHT TO COUNSEL

Whenever a member of the Association is ordered to appear before the Board on any matters pertaining to discipline, etcetera, he may be accompanied by a member of the Executive of the Association, and/or legal counsel who shall have the right to represent such member of the Association at such hearings.

ARTICLE 4, MANAGEMENT'S RIGHTS

Nothing in this Agreement shall affect or abridge the right of the Board to discipline, suspend or demote any member for just cause.

ARTICLE 5, ASSOCIATION SECURITY

5(1) All present and future members covered by the terms of this Agreement shall be granted membership in the Association.

5(2) 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.

ARTICLE 6, PROMOTIONAL POLICY

In making promotions the skill, knowledge and efficiency of the members concerned shall be primary considerations; and where such qualifications are equal, **seniority** in rank shall be the determining factor so long as the position to which promotion is to be made is a position covered by the Association's certification.

ARTICLE 7, FULL SALARY ON COMPENSATION

It is agreed that when a member is injured, while on duty, the Board shall receive the proceeds of the Workers' Compensation cheques, the Board paying the member his full salary.

ARTICLE 8, ANNUAL VACATION

Paid annual vacation for all persons covered by this Agreement shall be as follows:

- 8(1) During the eighth (8th) up to and including the fifteenth (15th) calendar year of service, twenty (20) eight (8) hour working days.
- 8(2) During the sixteenth (16th) up to and including the twenty-third (23rd) calendar year of service, twenty-five (25) eight (8) hour working days.
- 8(3) During the twenty-fourth (24th) and all subsequent calendar years of service, thirty-five (35) eight (8) hour working days.
- 8(4) Members shall be granted five (5) additional eight (8) hour working days vacation leave each calendar year as a bonus in lieu of those fringe benefits enjoyed by members of the Victoria City Police Union, subject to the provisions of Section 19(8).
- 8(5) Members who leave the service shall receive vacation, or pay in lieu thereof, for the calendar year in which termination occurs on the basis of one-twelfth (1/12th) of their vacation entitlement for that year for each month or portion of a month greater than one-half worked to the date of termination.

PROVIDED THAT:

- 8(6) (a) "Calendar Year" for the purpose of this Agreement shall mean the twelve-month period from January 1st to December 31st, inclusive.
 - (b) In all cases of termination of service for any reason, adjustments will be made for any overpayment for vacation.
 - (c) This clause will be effective January 1st, 1962, and members on staff at that date who have vacation credits will receive payment for such credits at the time of their termination of service, or equivalent time will be granted as vacation in lieu thereof.
- 8(7) Any member who is off duty to compensatory injury in a period when his vacation normally falls due shall take his vacation upon return to duty, at such time or times to be approved by the Chief Constable.

- 8(8) Any member who is obligated to attend court, who is due to be on annual leave, shall arrange to have his leave commence after completion of his attendance at the said courts.
- 8(9) Members leaving on superannuation or upon leaving at reaching maximum retirement age are entitled to vacation as follows:
- if retiring prior to April 1, they shall receive one-half ($\frac{1}{2}$) of the usual annual vacation; or
 - if retiring on April 1 or later, they shall receive the full annual vacation.

ARTICLE 9, STATUTORY LEAVE

- 9(1) All members of the Association shall be entitled to the following holidays:

New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all general holidays proclaimed, declared or otherwise designated by the City of Victoria, the Province of British Columbia and/or the Government of Canada.

- 9(2) Any Senior Officer covered by the terms of this Agreement, who is required to work on any of the aforementioned holidays shall receive a day off in lieu plus an additional eight (8) hours which may be taken in either pay or time off, the latter to be taken at times approved by the Chief Constable.
- 9(3) Any member who is on annual leave, weekly leave or receiving workers' compensation benefits on a date that the statutory holiday occurs shall be entitled to time off or pay in lieu of such holiday at straight time and at times approved by the Chief Constable for time, off.

ARTICLE 10, REWARD FOR LONG AND FAITHFUL SERVICE

After thirty years' service, an additional thirty-one (31) consecutive days vacation with pay, to be taken where practicable within one year after it has been earned. (Once in a lifetime service award),

ARTICLE 11, REINSTATEMENT AFTER DISMISSAL OR SUSPENSION

Any member who has been wrongfully dismissed or suspended by the Board and who is later reinstated shall be compensated in full for all time lost, less any earnings he may have made during the period of his dismissal or suspension. Provided however, that this provision shall not supersede any decision by a Board of Arbitration in regard to reinstatement, remuneration or benefits.

ARTICLE 12, RETIREMENT

- 12(1) All members of the Association, upon reaching retiring age under any of the provision of the Pension (Municipal) Act, shall be retired from the Department at the end of the month in which they reach that age. Upon his retirement the Board shall grant to such member as a gratuity a sum equal to the amount shown on the Corporation payroll as the salary or the wages for one (1) month to which such member was entitled at the time of his retirement, and in the event of such member not having taken part or all of his holidays for the calendar year of his retirement, then the Board shall pay the member a sum equivalent to one (1) day's pay on the scale in force at the time of his retirement for each day of holidays to which he may be entitled.
- 12(2) The Board agrees to make obligatory the retirement, at the age of sixty (60) of all members covered by this Agreement.
- 12(3) **Superannuation Buy-Back**

Subject always to the qualifying provision contained in Section 9 (1) of the Pension (Municipal) Act, the Employer agrees to participate in such contributions as are necessary to extend pensionable service of eligible employees covered by this Agreement up to a maximum of twelve (12) months, which extension represents time served by the employee in a probationary capacity which has not heretofore been considered as pensionable service. Such benefit shall be subject to the following:

- (a) The employee must have a vested interest in the ~~Pension (Municipal) Act~~ and have reached the age of minimum retirement in order to qualify.
- (b) Any member of the Union who wishes to take advantage of this benefit must give at least one (1) months notice in advance of the contemplated retirement date and make such arrangements as are necessary at the time regarding his own contributions, provided however, the time constraints provided for in this Subsection may be waived under special circumstances by application to and with the approval of the Employer,
- (c) The cost of increased benefits, as defined by the Commissioner of ~~Pension (Municipal) Act~~, shall be shared 50/50 by the employee and the Employer as per Section 9 (1) (b) of the ~~Pension (Municipal) Act~~.
- (d) The above notwithstanding, In order to be eligible for the benefits of this Agreement, the employee must actually retire early. For purposes of this Agreement, "early retirement" shall mean retirement prior to the time the employee would normally have been expected to retire were it not for the exercise of his option under this Agreement, In this regard such retirement must always take place when the employee is aged fifty-nine and one-half (59½) years or less and such employee must have thirty-four and one-half (34½) years of service or less.

ARTICLE 13. LEAVE OF ABSENCE

Any member desiring leave of absence, without pay, for any period, shall apply to the Chief Constable for same, and in the event his application is refused, he may appeal to the Board whose decision shall be final.

ARTICLE 14. MATERNITY, PARENTAL AND ADOPTION LEAVE

14(1) Length of Leave

(a) 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 without pay. 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.

(b) 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.

(c) Extensions - Special Circumstances

A member shall be entitled to extend 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 in 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.

14(2) Notice Requirements and Commencement of Leave

- (a) 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.
- (b) 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),
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

14(3) 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 (5) 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.

14(4) Sick Leave

- (a) A member on maternity leave or parental leave shall not be entitled to sick leave during the period of leave.
- (b) Notwithstanding paragraph (4)(a), a member on maternity leave or parental leave who has notified the Employer of their intention to return to work pursuant to paragraph (2)(e) 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.

14(5) Benefits

- (a) 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.
- (b) 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.

ARTICLE 15, ASSOCIATION BUSINESS

- 15(1)** Every member shall have the right to be a member of the Association and to participate in the lawful activities thereof. A bargaining representative shall not forego his ordinary remuneration by reason of his attendance at any meeting with the Board which he is authorized to attend. Should a bargaining representative be performing a duty which, in the opinion of the Chief Constable or the Deputy Chief Constable, does not permit his attending such meeting; another bargaining representative may be appointed by the Association President to attend in his stead.
- 15(2)** The Association agrees that within sixty (60) days of the execution of this Agreement, it will furnish the Board with an up-to-date copy of the Constitution and By-Laws of the Association and will, from time to time, provide any amendments thereto and a current list of Officers of the Association.

ARTICLE 16, UNIFORMS AND EQUIPMENT

- 16(1)** Every Officer of the Association shall receive, in any one calendar year seventy-six dollars (\$76.00) boot-money, it being understood that if an officer is off active duty for any period in excess of six months in any such year, six dollars and thirty-three cents (96.33) shall be deducted for each month he is absent from active duty. This Article does not apply when a member is on annual vacation.
- Effective January 1, 1996, the amount to be paid in each year for boots shall be one-hundred and eighty-five dollars (\$185.00).
- 16(2)** It is agreed any changes in uniform shall be subject to negotiations between the Board and the Association.
- 16(3) (a)** Every member shall be issued on an as-required basis, at the discretion of the Chief Constable, the following items of uniform:
- tunic, slacks, coats, caps, waterproof clothing, ties, gloves and shirts.
- (b)** The last issues of such items shall remain the property of the Board. A refusal of issue may be appealed through regular grievances as outlined in Articles 17 and 18 of this Agreement.
- 16(4)** All equipment shall be the property of the Department and shall be issued as required at the discretion of the Chief Constable.
- 16(5)** Senior Officers while employed in plainclothes shall be paid one thousand and seventy dollars (\$1,070.00) in each calendar year in lieu of all the equipment mentioned in Section 16(3). The allowance shall be paid in cash, in advance, semi-annually on January 1st and July 1st of each year. It being understood that if any Officer is off duty for any period in excess of thirty (30) days, payment shall be adjusted in the following manner:
- For each day in excess of thirty (30) days the sum of four dollars and five cents (\$4.05) per day shall be deducted, it being understood that this shall not apply regarding the matter of annual vacation.
- 16(6)** Any essential article, either clothing or equipment, personal or Departmental, soiled or damaged in the course of duty shall be cleaned, repaired, or if too badly damaged, renewed, upon the recommendation of the Chief Constable, the expense of which is to be borne by the Board. In addition, every member shall be paid a drycleaning allowance of sixteen dollars (\$16.00) per month.
- Notwithstanding the foregoing and by mutual agreement of the Board and the Union, the payment of the cleaning allowance to individual members may be suspended, in place of an allowance the parties may provide a cleaning service to members provided the aggregate annual cost of a cleaning service does not exceed the aggregate annual cost of the cleaning allowance to members. The frequency of cleaning and types of clothing to be cleaned (shirts, pants, tunics, coats, etc.) shall be determined by the Labour/Management Committee.

16(7) It is understood that members absent on unpaid leave of absence, vacation, sick leave, or Workers' Compensation benefits for a period in excess of four (4) consecutive weeks shall not be entitled to clothing allowances set out in this Agreement for the duration of such absence(s).

16(8) Body Vests

The Employer shall supply without cost to the member a protective vest upon request. Those members now using a protective vest will have the vest replaced when the vest is no longer serviceable.

ARTICLE 17, DEFINITION OF A GRIEVANCE

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

ARTICLE 18, GRIEVANCE PROCEDURE

18(1) The grievance shall be stated in writing and submitted to the Chief Constable. Should the Chief Constable be unable to settle the matter within ten (10) days, he shall submit the grievance to the Board; the Board and the aggrieved member and the representative of the Association shall meet within fifteen (15) days after the receipt of the grievance from the Chief Constable and make every effort to settle the grievance.

18(2) Should no settlement be reached within fifteen (15) days, the grievance shall be submitted to the Senior Judge of the County Court of Victoria as a single arbitrator if he accepts such an appointment, if not, then to a Board of Arbitration of three (3) persons, one to be chosen by each party and the third, who shall be chairman, by the two so chosen. Upon failure of the parties to agree upon a chairman, application shall be made by either party to the Minister of Labour to so appoint a chairman. The findings of such Board shall be final and binding upon both parties.

ARTICLE 19, HOURS OF WORK, COURT TIME, EXTENDED TOUR OF DUTY, CALL OUT OR EXTRA TIME

19(1) The hours of work shall consist of a total of forty (40) hours per week worked in the following manner:

- (a) Eight (8) consecutive hours shall constitute a tour of duty.
- (b) Two (2) consecutive days off shall constitute weekly leave.

19(2) The following schedule in time off will apply for attendance at court:

- six (6) hours for nightshift,
- four (4) hours for afternoon shift,
- eight (8) hours for weekly leave, each court appearance,
- sixteen (16) hours for annual vacation, each court appearance.

19(3) For the purpose of this Section, "Court" shall mean Provincial Court, County Court, Assize Court, or any other Court, Inquest, Board, Tribunal, Hearing, or any other body which is convened by authority of a Federal, Provincial, or Municipal Statute and to which a member is compelled to attend by virtue of his employment with the Board,

19(4) For the purpose of this Section "Nightshift" shall mean 2400 hours to 0800 hours and "afternoon shift" shall mean 1600 hours to 2400 hours.

19(5) For the purposes of court overtime allowances, morning court appearances are deemed to terminate at the morning sitting and any continuance of the appearance or reappearance at the afternoon sitting shall be treated as a separate court appearance.

19(6) A member required to work overtime of fifteen (15) minutes or more, immediately prior to or following a regularly scheduled shift, shall be paid at the rate of one and one-half (1 ½x) times the regular rate for the first two (2) consecutive hours of overtime worked and at the rate of double the regular rate for all overtime hours worked in excess of two (2) hours.

19(7) For the purpose of this Agreement, a "Call Out" shall be when a member is requested to return to work other than during his regular detailed working hours.

(a) A member who is called out on his regular working day shall be paid at a rate of double time (2x) of regular pay and the minimum compensation shall be a product equivalent to three (3) hours at the rate of double time (2x).

(b) A member who is called out on a regular day off, shall be paid at the rate of double time (2x) for each hour worked and the minimum compensation shall be a product equivalent to four (4) hours at double time (2x).

(c) A member who is called out on a statutory holiday shall be paid at the rate of double time (2x) for each hour worked and the minimum compensation shall be a product equivalent to four (4) hours of double time (2x).

(d) A member who is called out during his annual vacation shall be paid at the rate of two and one-half (2 ½x) times his rate of pay for each hour worked and the minimum compensation shall be twelve (12) hours at time and one-half (1 ½x).

19(8) Any member who in any calendar year claims or accepts any compensation pursuant to Sections 19(6) or 19(7) above, shall forfeit the additional five (5) days vacation leave to which he would otherwise have been entitled during that year pursuant to Section 8(4).

19(9) 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 his duties as a police officer shall be allowed compensation equivalent to four (4) hours for each of the following sessions attended:

Morning session

Afternoon Session

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

ARTICLE 20, SICK LEAVE

20(1) The following schedule respecting sick leave applies to all members hereunder:

Second year to end of fifth year - twelve (12) working days per year

Sixth year to end of fifteenth year - eighteen (18) working days per year.

After fifteenth year - twenty-four (24) working days per year.

- 20(2) Where a member has not had sick leave, or only a portion thereof, to which he would be entitled under the foregoing schedule, and when not taken, he shall be entitled to accrual of fifty percent (50%) of such sick leave for his future benefit, and this clause shall be regarded as retroactive in its application; it being understood that in the event of any member attaining the maximum accumulative sick leave, such sick leave shall, nevertheless, continue to accrue as aforesaid, but in no case shall the maximum benefits exceed twenty-six (26) weeks in any twelve (12) month period.
- 20(3) Any member having accrued sick leave to his credit at retirement will receive a salary grant in lieu thereof equal to seventy-five percent (75%) of such credit; PROVIDED THAT in no case shall the said salary grant in lieu of accrued sick pay exceed seventy-five percent (75%) of the maximum accumulated sick leave of twenty-six (26) weeks.
- 20(4) After ten (10) years' continuous service, any member covered by this Agreement whose employment is terminated (whether by reason of his dismissal for cause or for any other reason whatsoever, except retirement as aforesaid) shall receive a grant equal to seventy-five (75%) of any accrued sick leave acquired by him prior to his release or resignation; provided that in no case shall the said grant exceed seventy-five percent (75%) of the maximum cumulative leave of twenty-six (26) weeks.
- 20(5) Where a member having at least ten (10) years' continuous service dies, his dependents or executors or administrators shall be entitled to the benefits accrued under Section 20(4) or to the benefits accrued under Section 19(8); whichever is the greater amount. All members covered by this Agreement shall, on accepting employment indicate in writing the dependent to whom the monies referred to in the preceding paragraph shall be paid, or in default of such dependent the member shall name, from time to time, another dependent.
- 20(6) (a) "Twenty-six (26) weeks" wherever mentioned heretofore shall be interpreted as the number of working days or shifts in a calendar period of time of twenty-six (26) weeks, or six (6) months or one-half (½) a year.
- (b) The salary grants referred to under Sections 20(5) and 20(6) shall be paid at the current basic rate of pay of the member at the time of his termination or retirement. If the Board deems that sick leave has been abused during the last twelve months of service of any member, the Board shall have the right to institute and proceed with the grievance procedures as contained in Article 17 and 18 of this Agreement.
- 20(7) A member may be required to produce a medical certificate covering a period of longer duration than three (3) days, and the Chief Constable may require a medical doctor selected by the Board to report on any such case.
- 20(8) In the event of the death of any member, the Board shall grant to the immediate dependents of such member a sum equal to an additional six (6) weeks' salary or wages, computed from the date of death and calculated at the rate to which he was entitled at the date of his death.

ARTICLE 21. COMPASSIONATE LEAVE

- 21(1) Funeral leave with pay shall be granted where there is a death of a member of the immediate family which is defined as: spouse, children, parents, mother-in-law, father-in-law, brothers, sisters, and grandparents. A leave of absence with pay will cover three (3) working days between the date of death and the date of the funeral.
- 21(2) If the funeral occurs out of the Capital Regional District, two days' travelling time would be allowed in addition to the above, the method of travelling to be reasonably fast and direct. If a slower method is used, extra travelling time will be charged to leave of absence without pay, annual vacation or some other form of credited time.

ARTICLE 22, MEMBERS' BENEFITS

22(1) The Association and the Board mutually agree that the Medical, Dental and Insurance Benefits, etc, which are incorporated in the Victoria City Police Union's collective agreement, ~~will~~ form part of this Agreement and any collective agreement replacing or superseding it.

22(2) The Extended Health Care Plan shall be revised to include:

- (i) ~~Vision Care:~~ coverage to ~~provide~~ for the purchase of corrective lenses and frames or contact lenses to a maximum payable amount of three hundred dollars (\$300.00) per person in any two (2) calendar year period.
- (ii) ~~Hearing Aid Care:~~ Hearing aids for adults (up to age 65) and children when prescribed by a certified Ear, Eye, Nose and Throat specialist; up to four hundred dollars (\$400.00) per eligible person in a five (5) calendar year period.

22(3) Psychological Services

Within three (3) months of ratification of this agreement the Employer will provide a Psychological Health Plan with a \$2400 annual cap on a 50/50 cost share basis between the member and the Employer. This Plan shall be confidential.

22(4) The parties agree that the Extended Health Care Benefit Plan has a \$500,000.00 lifetime cap.

22(5) Alcohol & Drug Residential Program

At the request of a member and/or the Union, on a 50/50 cost share basis with the Employer, a member shall be entitled to attend a mutually agreed residential Drug and Alcohol Treatment facility for a treatment program of up to six weeks.

22(6) The Effect of Unpaid Absences on Benefits

- (i) After an absence of fourteen (14) consecutive calendar days of unpaid leave the employer obligation to pay B.C. Medical Services Plan, Extended Health Plan, Dental Care Plan, or Group Life Insurance premiums ceases. However the employee on the unpaid leave of absence may continue coverage in such plans by assuming one hundred percent of the costs of the premiums for the duration of the leave beyond the initial fourteen (14) consecutive calendar days.
- (ii) a member who requests and is granted an unpaid leave of absence shall not accumulate or receive vacation, sick leave or statutory holiday entitlements while on such leave.

ARTICLE 23, SALARIES

Inspectors shall be paid one hundred and sixty percent (100%) and Superintendents shall be paid one hundred eighty percent (180%) of a Victoria City Police First Class Constable salary as set out in the Victoria City Police Union's 1995-1996 collective agreement.

ARTICLE 24, SERVICE PAY

All members will be granted, in addition to their monthly salary, seven dollars and fifty cents (\$7.50) per month for each five (5) years' service completed from date of enlistment. After the first five (5) years' service, seven dollars and fifty cents (\$7.50) per month, after five (5) further years of service, an additional seven dollars and fifty cents (\$7.50) and a like increase for each additional five (5) years of service completed. This long service and efficiency gratuity to be granted subject to the recommendation of the Chief Constable on the basis of merit.

ARTICLE 25, DEATH AND DISABILITY

The Association and the Board mutually agree that the Death and Disability scheme that is incorporated in the Victoria City Police Union's 1988 - 90 Collective Agreement, will form part of this Agreement and any collective agreement replacing or superseding it.

ARTICLE 26, TRANSPORTATION - CANADIAN POLICE COLLEGE

A member who is required to attend the Executive Development Course at the Canadian Police College shall receive one return flight to Victoria during the course,

ARTICLE 27, LETTERS OF UNDERSTANDING

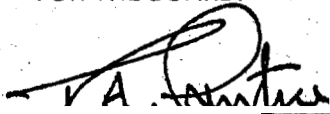
The following Letters of Understanding shall be attached to and form part of this Agreement:

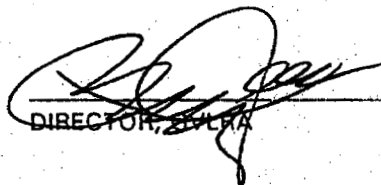
Letter of Understanding No. 1 - Indemnification of Employees

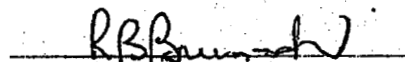
Letter of Understanding No. 2 - Victoria Police Board Employee Parking

N WITNESSETH HEREOF the parties have caused this Agreement to be executed this day of November, 1995 in the City of Victoria, Province of British Columbia.

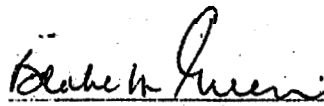
FOR THE BOARD:


CHAIRMAN, GVLRA


DIRECTOR, GVLRA


MANAGER, GVLRA

FOR THE ASSOCIATION:


PRESIDENT


VICE-PRESIDENT

SECRETARY-TREASURER

BETWEEN:

THE VICTORIA POLICE BOARD
(hereinafter referred to as the "Employer")

AND:

THE VICTORIA CITY POLICE SENIOR OFFICER'S ASSOCIATION
(hereinafter referred to as the "Association")

INDEMNIFICATION OF EMPLOYEES

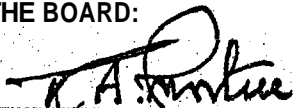
For the purposes of this Article "necessary and reasonable legal costs" shall be based upon the account rendered by the solicitor retained in the matter, which account shall be based on the tariff of fees as determined and amended from time to time by the Police Board or such other amount as may be agreed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

1. **Criminal Charges:** An employee who is charged with a criminal or statutory or major traffic offence, arising from acts done in the performance, or attempted performance, in good faith of the employee's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charge.
2. **Consultation:**
 - (a) The Employer will indemnify an employee for the reasonable fees for a one (1) hour consultation by the employee with a lawyer as to whether the employee should make a statement, and if so, in what form, if the employee learns that an allegation has been made that the employee misconducted himself or herself in the performance of his or her duties if the employee:
 - (i) reasonably believes that the allegation may result in the initiation against him of proceedings under the Criminal Code: and
 - (ii) has been asked by the Employer, or a person in authority to make a statement to anyone about the facts connected with the allegation.
 - (b) No prior arrangement for indemnification need be made by the employee with the Employer before obtaining the advice if fees for only one (1) hour's service will be claimed.
 - (c) If the employee considers the allegation involves a matter that is complex or serious so as to warrant more than one (1) hour's legal assistance, the employee may, before consulting the lawyer, seek the Employer's agreement to indemnify the employee for the cost of more than one (1) hour's services of the lawyer. In such cases the Employer will not unreasonably refuse to agree to indemnify the employee for the cost of reasonable and necessary services.
 - (d) If it is proven that the employee did not act in good faith in the performance of his duties as a police officer, the Union will indemnify the Employer for the amount properly paid by it pursuant to this subsection.
3. **Civil Action:**
 - (a) If an employee is named defendant in a civil action for damages arising from acts done in the performance, or attempted performance, in good faith of the employee's duties as a police officer, the employee shall be represented by counsel appointed by the Police Board and all necessary and reasonable legal costs and damages shall be borne by the Board, PROVIDED THAT the Board counsel is given full authority in the conduct of the action, including authority to settle the action at any time in the manner he deems advisable in the circumstances.

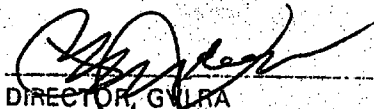
- (b) If Board counsel determines that a conflict exists between an employee's defence of a civil action and the Board's defence of a civil action then the employee may be represented by the employee's own counsel with necessary and reasonable legal costs borne by the Board.
4. **Public Inquiry (Police Act):** An employee who is the subject of a public inquiry by a disciplinary tribunal pursuant to Section 60 of the Police Act arising from acts done in the performance, or attempted performance, in good faith of the employee's duties as a police officer shall be indemnified for the necessary and reasonable legal costs incurred in representing the employee'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 the Board, in its discretion, determines that the employee should be indemnified.
 5. An employee who appeals the decision of a disciplinary tribunal pursuant to Section 64 of the Police Act, shall be indemnified for the necessary and reasonable legal costs incurred in respect of the appeal, ONLY WHERE the British Columbia Police Commission or the Supreme Court, as the case may be, rejects the decision of the disciplinary tribunal and determines that no discipline is warranted.
 6. **Causing Death:** An employee who causes the death of another person arising from an act done in the performance, or attempted performance, in good faith of the employee's duties shall be indemnified for the necessary and reasonable legal costs to represent the employee at an inquest held pursuant to a statute of the Province of British Columbia.
 7. **Royal Commission:** Where an employee desires to have a lawyer represent the employee in a royal commission or proceedings not otherwise referred to in this section he may, prior to the commencement of the proceedings, request the Police Board to indemnify the employee for all or portion of necessary and reasonable legal costs. Upon receiving such a request the Board will afford the employee an opportunity to appear before it for the purpose of attempting to persuade it that such a recommendation is appropriate.
 - (a) The Board, having afforded the employee such an opportunity may, in its discretion, grant such request subject to conditions, or the Board may deny such request.
 8. **Exceptions:** Notwithstanding the other provisions of this Article, employees shall NOT be indemnified for punitive damages; for legal costs arising from grievances under the Collective Agreement; for hearings arising from Charges under the Police (Discipline) Regulations; for acts of 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.
 9. **Two or More Members Charged:** Notwithstanding the other provision of this Article, where two or more employees of the Board are charged with an offence or made the subject of an action, inquiry, hearing, inquest or royal commission described in paragraphs (1) and (3) through (7) arising out of substantially the same circumstances, the Board may limit its indemnification pursuant to this Article 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 him to so represent both/all of them. If one solicitor is to be retained and the employees are unable to agree on which solicitor, the matter shall be conclusively settled by a designate of the Board and a designate of the Union.
 10. **Time Limits:** Employees who intend to apply for indemnification under this Article shall notify the Chief Constable or his designate, in writing, within 5 days of receiving formal notification of being charged with a criminal or statutory offence, named defendant in a civil action, or being made subject of a public inquiry, action, hearing, inquest or royal commission. Failure to comply with this paragraph may result in an employee being denied indemnification.
 11. Nothing in this Article shall be interpreted as limiting the Chief Constable's or the Police Board's ability to discipline any employee of the Department.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this day of November, 1995 in the City of Victoria, Province of British Columbia.

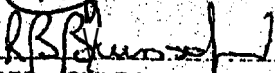
FOR THE BOARD:



CHAIRMAN, GVLRA



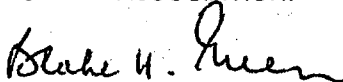
DIRECTOR, GVLRA



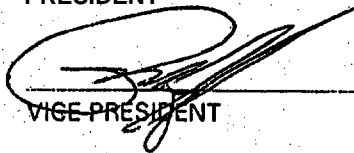
AGER, GVLRA

MANAGE , GVLRA

FOR THE ASSOCIATION:



PRESIDENT



VICE PRESIDENT

SECRETARY-TREASURER

LETTER OF UNDERSTANDING NO.2

BETWEEN:

THE VICTORIA POLICE BOARD
(hereinafter referred to as the "Board")

AND:

THE VICTORIA CITY POLICE SENIOR OFFICER'S ASSOCIATION
(hereinafter referred to as the "Union")

VICTORIA POLICE BOARD. EMPLOYEE PARKING

The parties agree, provided the property and facilities specified in this Letter of Understanding remain available to the Board from the City of Victoria, that employee parking shall be provided as followings:

1. Reasonable and adequate space for employee vehicles **shall** be provided for employees who work on any day between the hours of six o'clock a.m. and seven o'clock p.m. at the City of Victoria property located at the corner of Blanshard Street and Pembroke Avenue, adjacent to the Memorial Arena. Such parking shall be without cost to the employee.
2. Top floor parking stalls shall be provided for employees who work on any day between the hours of five o'clock p.m. and eight o'clock a.m. at the City of Victoria parking facility located at # 6 Centennial Square adjacent to the Police Station. Such parking shall be without cost to the employee.
3. A written claim of wilful damage to an employee's automobile while parked in a location set out in (1) or (2) above submitted by an employee and supported by a police crime report shall be indemnified by the Board to a maximum of one hundred dollars per claim.
4. By mutual agreement of the parties signatory hereto, this Letter of Understanding may be varied or terminated at any time.

IN WITNESS WHEREOF the parties hereto have caused this Letter of Understanding to be executed this day of November, 1995 the City of Victoria, Province of British Columbia.

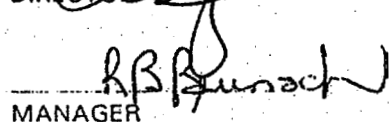
FOR THE BOARD:



CHAIRMAN

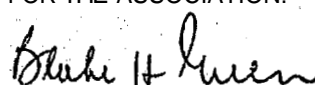


DIRECTOR

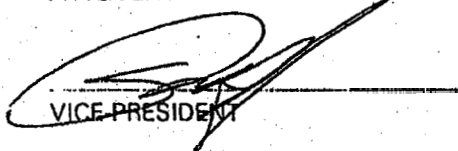


MANAGER

FOR THE ASSOCIATION:



PRESIDENT



VICE PRESIDENT

SECRETARY

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